

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: August 1, 2020

Leaf No. 72
Revision: 0
Superseding Revision:

Certificates of Insurance shall name the Company as an additional insured and shall be furnished to the Company prior to the commencement of work.

NINTH: The Applicant's contractor shall warrant that work performed in installing the main and appurtenances is free of any defect of equipment, material or workmanship. Such warranty shall continue for a period of two years from completion and approval of the extension or within such longer period of time as may be prescribed by law. Under this warranty, the Applicant's contractor, under Company supervision, shall remedy at his own expense any such failure to conform or any such defect upon receipt of written notice from the Company within a reasonable time after the discovery of any failure, defect or damage. In addition, during the aforesaid warranty period, the Applicant's contractor shall remedy at his own expense, under Company supervision, any damage to Company-owned or controlled real or personal property, when that damage is the result of any such defect of equipment, material or workmanship installed by the Applicant. The warranty with respect to work repaired or replaced hereunder will run for the greater of one year from the date of such repair or replacement or the remainder of the original two year period. During the warranty period as defined herein, the Applicant's contractor shall reimburse the Company for the costs of any emergency repairs undertaken by the Company to maintain the system in good working order.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the main extension, including the cost of the service connections and fire hydrants is known, the Applicant shall notify the Company and provide the cost documentation required by the Company. Upon verification by the Company of the total cost of the installation, the Applicant shall advance to the Company an amount equal to the Federal Income taxes on the total value of the installation, including the cost of fire hydrants, service connections and the Company fees for inspection, testing and disinfection. The Company shall not accept the Applicant installation into service until said tax payments are made. The actual cost of the extension, once known, will be filed with and appended to this document.

SECOND: (a) Except as provided in subparagraph (b) below, no refund of the cost of the installation shall be made to the Applicant before the expiration of one year from the date of the completion and approval of the extension.