

P.S.C. No. 1 – Water  
SUEZ WATER OWEGO-NICHOLS INC.  
Initial Effective Date: November 14, 2016

Leaf No.36  
Revision: 0  
Superseding Revision:

### **GENERAL INFORMATION**

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_

STATE OF NEW YORK )  
County of ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before me personally  
came \_\_\_\_\_  
\_\_\_\_\_ to me known who, being by me duly sworn, did depose and say  
that he resides in \_\_\_\_\_; that he is the

\_\_\_\_\_ of the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; the seal affixed to said instrument is such corporate seal; it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

#### **25. THE INSTALLATION OF MAINS, SERVICE CONNECTIONS AND FACILITIES NOT COVERED IN SECTION 23.**

- A. An Applicant for an extension of mains in any street, avenue, road or way open to the general public for highway purposes, who cannot qualify as a reasonably permanent Customer (such as a real estate developer), will be required to execute an agreement in form set forth in following leaves of this schedule entitled "Form of Extension Agreement-Construction Loan Contract Upon Application of Real Estate Developers or Others Who Cannot Qualify as Reasonably Permanent Customers."
- B. The Water Company will not extend its mains in private streets unless a Right-of-Way therefore is provided in satisfactory form at the time the "Construction Loan Contract" is signed.
- C. If the Applicant or the Company is of the opinion that any clause of the agreement set forth is unjust or unreasonable because of special facts or circumstances application may be made to the Public Service Commission for modification of such form of agreement.