

PSC No. 1 – Water  
SUEZ WATER WESTCHESTER INC.  
Initial Effective Date: December 16, 2016

Leaf No. 89  
Revision: 0  
Superseding Revision:

### GENERAL INFORMATION

#### **41. FORM FOR EXTENSION OF MAINS FOR REAL ESTATE DEVELOPERS**

AGREEMENT between SUEZ WATER WESTCHESTER; hereinafter called the "Company", and \_\_\_\_\_ hereinafter called the "Applicant".

WHEREAS Applicant is engaged in the development and sale of a tract of land in \_\_\_\_\_ and has requested the Company to extend its system in accordance with the map or plan attached hereto, made a part hereof and marked "Exhibit A" and

WHEREAS the Company is willing to make such extension upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Applicant hereby applies to the Company for the above extension of its system and the Company agrees to install the said extension in accordance with the terms and conditions hereinafter set forth in its rules and regulations. Upon receipt of the deposit hereinafter described, the Company will proceed with diligence to install the said extension but shall not be responsible for delays occasioned by acts of God, strikes or other labor disputes, governmental restrictions or acts by a public enemy.
2. The Applicant will advance to the Company upon the execution hereof the sum of \$ \_\_\_\_\_, hereinafter referred to as the "deposit", which amount both parties hereto estimate to be the cost of installing the said extension and appurtenances in accordance with the estimate attached hereto and marked "Exhibit B". The Company agrees to refund to the Applicant with interest at the rate currently being paid on Customers' deposits from the date of deposit the excess of the deposit made by the Applicant over the actual cost of the extension when such cost is ascertained. Also the Company may obtain an additional advance from the Applicant when it is established that the final construction cost will exceed the estimate.
3. For the purposes of this agreement, a "Customer" shall mean a person receiving water service at one location, whether or not such service is supplied through more than one service pipe or more than one meter.
4. The amount of the said deposit shall be retained by the Company, without interest, and shall be refunded to the Applicant to the extent hereinafter provided.

Issued by: David Stanton, President, 2525 Palmer Ave., New Rochelle, NY 10801