Received: 12/04/2014 Status: CANCELLED Effective Date: 12/05/2014

PSC No. 2 – Water

UNITED WATER WESTCHESTER INC.

Initial Effective Date: December 5, 2014

Leaf No. 62

Revision: 0

Superseding Revision:

## **GENERAL INFORMATION**

SIXTH: The title to the mains, fire hydrants and service connections furnished and installed by the Applicant shall be and remain the sole property of the Company and the extension shall be and remain a part of the distribution system of the Company for all purposes. The Applicant shall provide the Company with appropriate documentation conveying ownership to the Company. Should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall not by reason thereof, be entitled to any credits or refund therefrom.

SEVENTH: To indemnify and hold the Company, its owners, the Engineer, and each of their officers, employees, and agents harmless from and against any and all direct or indirect loss or expense, including without limitations any attorney's fees or costs, relating to any claims or suits for damage or injury, including death, to any property or any person arising from, or occurring in connection with, its performance of any work or the furnishing of any materials contemplated by this Agreement, irrespective of whether any such damage or injury is caused by or results from the negligence of Applicant or any officer, agent, employee or contractor of the Applicant or arises from or occurs in connection with any breach of this Agreement by the Applicant.

Insurance - The Applicant agrees to provide, at its own expense, the following insurance coverages:

Types	Minimum Amounts
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Automobile Liability Insurance	\$1,000,000 per person
Bodily Injury and Property Damage	\$1,000,000 per accident
Commercial General	
Liability Insurance	\$ 1,000,000 ea. Occurrence
	/\$2,000,000 Aggregate

(including broad form contractual liability Insurance, completed operations Insurance, explosion, collapse and Underground (X,C & U) and insurance for bodily injury and property damage)

The Company shall be included as an additional insured on the Applicant's General Liability and Automobile Liability insurance and shall require any of its subcontractors performing work in conjunction with the work covered by this Agreement to adhere to the same conditions. All insurance providers shall be rated at least "A-, VII" by A.M. Best and shall be approved to provide coverage in the State in which operations are performed. Should work be performed in State Highways, in or near railroad rights or way, or other agencies having jurisdiction, Applicant shall provide such insurance limits and coverage as they may require.

Issued in compliance with the Commission Order in Case 13-W-0539, 13-W-0564, 14-W-0006 dated November 14, 2014 Issued by: David Stanton, President, 2525 Palmer Ave., New Rochelle, NY 10801