

P.S.C. No. 1 – Water
SUEZ WATER OWEGO-NICHOLS INC.
Initial Effective Date: **September 25, 2017**

Leaf No. **36.3**
Revision: **0**
Superseding Revision:

GENERAL INFORMATION

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.*

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.*

At the expiration of one year from the date of completion of the extension aforesaid and annually thereafter, the Applicant shall be entitled to a refund of the cost of the extension, without interest, proportionate to the number of customers connected to the extension that year multiplied by seventy-five (75) feet and then divided by the total extension length. The refund shall include a proportionate amount of the taxes advanced to the Company pursuant to paragraph FIRST of Article Two.

(b) The cost of installing the fire hydrants shall be refunded to the Applicant at such time as the hydrants become usable and revenue is collected through hydrant charges.

THIRD: *The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraph Second (b) hereof, shall expire five years from the date of the completion and approval of the extension. The total amount of all refunds, as hereinabove set forth, shall in no case exceed the Company's original cost estimate for the Applicant performed extension, or in the event the actual cost is less than the Applicant's estimate, then the refund shall not exceed the actual cost of the extension.*

FOURTH: *No interest will be paid on the refund, except that if refunds are not made within sixty (60) days of the date refunds begin to accrue in accordance with Paragraph SECOND of Article THREE, the refund shall begin to accumulate interest beginning on the sixty-first (61st) day at the greater of the unadjusted customer deposit rate or the applicable late payment charge. Such interest obligation shall cease when a reasonable effort has been made by the Company to tender the refund.*

FIFTH: *The above considerations shall be in addition to and independent of any charges against the Applicant individually as a customer of the Company, for service or water for which the said Applicant may be charged at the regular rates of the Company.*