Status: CANCELLED Received: 05/31/2017 Effective Date: 06/01/2017

PSC No. 5 - WATER

COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.

INITIAL EFFECTIVE DATE: JUNE 1, 2017

LEAF NO.: 39

REVISION: 1

SUPERSEDING REVISION:

Issued in compliance with Commission Order issued May 18, 2017 in Case 16-W-0259

VII. INSTALLATION OF SERVICES (CONTINUED)

licensed plumber, (and in compliance with Subsections A through C of this Section VII) at the customer's expense; and shall be maintained by the customer.

- 4.1. In the event of a leak in the service pipe, the customer shall have it repaired promptly at his expense.
- 4.2. The Company may discontinue its service if a faulty service pipe is not repaired within a reasonable time and will charge the customer with the expenses incident thereto.
- 5. The Company will furnish, place, construct, operate, maintain, and when necessary, replace at its own cost and expense, all mains, service pipes, service connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purposes under the jurisdiction of the legislative body of any city, town, village, county or the State of New York, or other public place open to the general public for highway purposes, provided all necessary easements are furnished without cost to the Company. No service pipe will be installed by the Company within the territorial limits of a public street, as defined herein, until the service pipe and service connections from the premises to the territorial limits have been installed in a manner satisfactory to the Company.
  - 5.1. Where a service pipe is provided at the request of an owner or occupant through which service is not immediately desired, the property owner or occupant shall bear the entire expense of providing and installing the service pipe and accessories, but will be entitled to a refund.
  - 5.2. Whenever water service is begun for such part of the expense as the Company is required to assume such refund shall be the cost of such service pipe and accessories less 3% per annum for the period which said pipe has been in the ground.
- 6. Customer shall be responsible for keeping the curb box at grade, plumb and accessible to the Company. If the curb box is determined to be inaccessible by the Company for its business purposes as a direct result of work performed by or at the direction of the customer, such as grade changes or covering the access with landscaping or paving materials, the Company shall notify the customer of the accessibility issue in writing, and provide 30 calendar days from the date of the notice for correction of the obstruction. If accessibility is not provided within 30 calendar days of the date of the notice, the Company will take corrective action, and bill the customer, at cost, all costs incurred to make the curb stop accessible through the curb box.
- 7. The Company requires a separate service line from the domestic service for fire suppression.

## **E.** Maintenance of Mains

- 1. Applicable to all Extensions of Mains:
  - 1.1. The Company will be solely responsible for the maintenance and replacement of all mains, service pipes and facilities placed in any street, avenue, road or way as previously defined or easement area used by the Company for supplying water to its customers; and
  - 1.2. if adequate maintenance requires the reconstruction or replacement of such mains, service pipes and facilities, said mains, service pipes and facilities shall be reconstructed or replaced by the Company at its cost and expense.