

PSC No. 5 - WATER**LEAF NO.: 45****COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****REVISION: 1****INITIAL EFFECTIVE DATE: JUNE 1, 2017****SUPERSEDING REVISION:**

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

VII. INSTALLATION OF SERVICES (CONTINUED)

- by deposit by the applicant of the entire estimated cost of the extension until said premises construction is complete.
- 3.4. Upon completion of the extension, the Company will promptly refund any excess security advance payment, if the estimated cost of the extension exceeds the actual cost thereof.
- 3.5. Under any circumstances where special facts or conditions warrant deviation from the above rules either the Company or the applicant or the customer may apply to the Public Service Commission for relief from above provisions.
4. Installations Applicable to Real Estate Developers and/or Others Who Cannot Qualify as Bona-fide Owners or Occupants
- 4.1. Upon written application to the Company by a real estate developer or other person (sometimes hereinafter collectively referred to as "said person"), who in the judgment of the Company, cannot qualify as being a reasonably permanent customer, to render service to premises constructed or intended to be constructed on a plot of land abutting on any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or state of New York, or any other public place open to the general public for highway purposes, provided all easements are furnished without cost to the Company, the Company will extend its system so as to serve said property, provided:
- 4.1.1. that said person shall first have executed a Construction Advance Agreement, the terms of which shall provide substantially as follows:
- 4.1.1.1. that said person shall advance to the Company a sum equal to the estimated cost of the required main extension, including service lines, hydrant installation. Said sum shall become the absolute property of the Company.
- 4.1.1.2. the title to the pipe and accessories so furnished and installed shall be and remain the property of the Company, its successors and assigns, which reserves the right to make further extensions to and lay lateral mains from the main installed for the applicant without obligation to applicant to make refund by reason of such extensions.
- 4.1.1.3. upon completion of the extension or extensions, the Company will promptly refund a sum equal to the amount, if any, by which the estimated cost exceeds the actual cost of construction plus associated income tax within 60 days after completion of the job or the Company's receipt of invoices whichever is later. If the deposit exceeds the actual cost by more than 20%, or if the excess, even if 20% or less, is not refunded within the prescribed time period, interest will be paid on the excess from the date of job completion or receipt of invoices. Interest shall be the unadjusted customer deposit rate or the applicable late payment rate, whichever is greater. Interest shall cease when a reasonable effort has been made by the Company to make a refund of any excess advance payment.
- 4.2. The Company will make refunds to the applicant as follows:
- 4.2.1. the total amount of the advance retained by the Company shall be refunded in the event that the number of customers times seventy-five (75) feet equals or exceeds the entire footage.

Issued by: Carmen P. Tierno, President, 60 Brooklyn Avenue, Merrick, New York 11566

Cancelled by supplement No. 14 effective 04/01/2023