

PSC NO: 3 – WATER**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****INITIAL EFFECTIVE DATE: October 14, 2012**

Issued in compliance with order in Case 12-W-0217 dated 08/17/2012

LEAF: 40**REVISION: 0****SUPERSEDING REVISION:****GENERAL INFORMATION****F. Agreement for Main Extension – Subject to Surcharge. (Cont'd)**

SECOND: Said surcharge shall be reasonably allocated to the several customers served from said extension, taking into account that seventy-five (75) feet of main and the service pipe are to be allowed without surcharge for each customer connected directly to said extension without a second extension.

THIRD: All surcharges shall cease:

1. whenever the number of customers connected directly on the main extension, multiplied by seventy-five (75) feet, shall equal or exceed the length of the main extension; or
2. in any event, at the end of ten (10) years from the date of the first surcharge payment.

FOURTH: In lieu of the above surcharge, the Applicant may at his option pay the cost of the main extension and the associated tax liability in excess of seventy-five (75) feet subject to annual refunds, without interest, related to the number of new customers added directly to the extension each year multiplied by seventy-five (75) feet; provided, however, refunds shall cease at the earlier of (i) ten (10) years; or (ii) when the total of all refunds equals the amount of the original payment made by the Applicant.

FIFTH: If an additional customer is connected to the main extension, for which the Applicant elected to pay the cost of the main extension and the associated taxes, via a second main extension, such additional customer shall be required to pay a pro rata share remaining unrefunded of the cost of the main extension and associated taxes times the percentage of the remaining refund period to the total refund period of ten (10) years. Such amount charged to the additional customer shall be credited to the Applicant.

SIXTH: The ownership of this extension shall be vested in the Company.

IN WITNESS WHEREOF the Applicant and the Company have caused this Agreement to be executed the day and year first above written.

Witness:

NEW YORK AMERICAN WATER COMPANY, INC.

By: _____

Title: _____

(Applicant's Name)_____
(Applicant's Signature)

Issued by: William M. Varley, President, 733 Sunrise Hwy., Lynbrook, NY 11563
(Name of Officer, Title, Address)