

..DID: 7640
..TXT: PSC NO: 12 WATER LEAF: 52.3
COMPANY: NEW YORK WATER SERVICE CORPORATION REVISION: 0
INITIAL EFFECTIVE DATE: 04/01/99 SUPERSEDING REVISION:
STAMPS:
RECEIVED: 03/01/99 STATUS: Effective EFFECTIVE: 04/01/99

(b.) If the actual cost exceeds the Applicant's advance, the excess shall be paid to the Company by the Applicant within sixty (60) days of receipt of notice from the Company itemizing the actual cost.

SECOND: Except as provided in subparagraphs FIRST (a) above, no refund on the advance shall be made to the Applicant before the expiration of thirty (30) days from the date of the Applicant takes service and demonstrates reasonable permanency.

(a) At the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency, the Applicant shall be entitled to a refund of the portion of the cost deposited by Applicant without interest related to seventy-five (75) feet plus the total cost of the service, hydrants and accessories.

(b) Upon demonstrating reasonable permanency, the Applicant and Company will immediately enter into an applicable Surchage Agreement (See Leaf 50), if required, for that portion of the extension in excess of seventy-five (75) feet. Payment of refunds properly due will not be made until such agreement is executed.

(c) The right to any refunds, partial or total, except such refunds pursuant to paragraph SECOND (a) hereof, shall expire five (5) years from the date of the completion of the extension. The total amount of all refunds, as hereinabove set forth, shall in no case exceed the amount of the advance.

THIRD: Interest will be paid on all refunds not made within sixty (60) days of the date the Applicant is entitled to a refund. The refund shall begin to accumulate interest on the sixty-first (61) day at a rate of the greater of the unadjusted deposit rate or applicable late payment rate established by the Public Service Commission. Such interest obligation shall cease when a reasonable effort has been made by the Company to tender the refund.

FOURTH: The above considerations shall be in addition to and independent of any charges to the Applicant as a customer of the Company for service or water for which the Applicant shall be charged at the regular rates of the Company.

FIFTH: Should the Company for any reason fail or be unable to furnish, lay and connect said extension as herein provided, it shall not be liable to the Applicant for more than the amount advanced by the Applicant to the Company.

Issued by: Vincent Bohn, Vice President-Utilities, New York, NY