

..DID: 7639
..TXT: PSC NO: 12 WATER LEAF: 52.2
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

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To advance the Company, simultaneously with the execution of this agreement the sum of _____ DOLLARS(\$_____).
(\$_____) which represents the estimated cost of the main extension, the cost of the service connections, fire hydrants, accessories and other extension costs as defined in 16NYCRR part 501. The advance so paid shall be the absolute property of the Company.

SECOND: To connect the buildings under construction to the said service connections upon completion thereof for the purpose of receiving regular water service therefrom.

THIRD: To provide all easements and rights of way, which the Company considers necessary either from the Applicant or from third persons, as the case may be, to assure the legal feasibility of the extension, without cost to the Company.

FOURTH: To abide by all the rules and regulations of the Company and the rules and regulations set forth in the Company's schedule for water service, duly filed with the Public Service Commission of the State of New York, as may be amended from time-to-time.

FIFTH: The title to the mains and service connections furnished and installed by the Company shall be and remain the sole property of the Company and the extension shall be and remain a part of the distribution system of the Company for all purposes. After the Applicant demonstrates reasonable permanency, should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall be entitled to an adjustment as provided in Paragraph FIRST Article THREE of the Surcharge Agreement the Applicant may be required to execute pursuant to Paragraph SECOND (b) of Article THREE of this Agreement.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: (a.) As soon as the actual cost of the main extension, including the cost of the service connections is known, and all approvals have been received, if the estimated cost exceeds the actual cost, the Company shall within sixty (60) days refund the difference to the Applicant.

In the event the deposit is greater than 120% of the actual cost or the refund is not made within sixty (60) days, the refund shall include interest at a rate of the greater of the unadjusted deposit rate or the applicable late payment rate, beginning from the date the job is completed and/or actual costs are known.

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