

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: August 1, 2020

Leaf No. 79
Revision: 0
Superseding Revision:

THIRD: No refund of the cost of the installation shall be made to the Applicant before the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency.

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, without interest, of the portion of the cost of the extension related to seventy-five (75) feet plus the total cost of the service, hydrants and accessories. The refund shall include a proportionate amount of the taxes advanced to the Company pursuant to Paragraph FIRST hereof. Upon demonstrating reasonable permanency, the Applicant and Company will immediately enter into an applicable surcharge agreement. Payment of refunds properly due will not be made until such agreement is executed.

FOURTH: The right to any refunds, partial or total, shall expire five years from the date of the completion and approval of the extension. The total amount of all refunds, as hereinabove set forth, shall in no case exceed the Company's original cost estimate for the Applicant performed extension together with associated taxes, or in the event the actual cost is less than the Applicant's estimate, then the refund shall not exceed the actual cost of the extension together with associated taxes.

FIFTH: No interest will be paid on the refund, except that if refunds are not made within sixty (60) days of the date the Applicant is entitled to a refund in accordance with Paragraph THIRD of Article THREE, the refund shall begin to accumulate interest beginning on the sixty-first (61st) day at the greater of the unadjusted Customer deposit rate or the applicable late payment charge. Such interest obligation shall cease when a reasonable effort has been made by the Company to tender the refund.

SIXTH: The above considerations shall be in addition to and independent of any charges against the Applicant individually as a Customer of the Company, for service or water for which the said Applicant may be charged at the regular rates of the Company.

SEVENTH: Should the Applicant for any reason fail to commence installation within ninety (90) days of this Agreement, the Company shall have the right to terminate this Agreement.