

**PSC No. 5 - WATER****COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****INITIAL EFFECTIVE DATE: MAY 29, 2016****LEAF NO.: 45****REVISION: 0****SUPERSEDING REVISION:****VII. INSTALLATION OF SERVICES (CONTINUED)**

- end of each billing period, provided, however, that said surcharge shall begin at the date water service is first available to the applicant and shall be collected for ten (10) years.
- 3.2.3.2. Whenever more than one customer shall be connected to said extension, said surcharge shall be so adjusted as to yield to the Company not more than said nineteen (19) percent in any one year from all customers served from said extension and surcharge shall be reasonably allocated to the several customers served from said extension taking into account that 75 feet of main and a service are to be allowed without surcharge for each customer connected thereto.
- 3.2.3.3. Whenever the number of customers on a main extension multiplied by seventy-five (75) feet shall equal or exceed the length of the main extension, all surcharges shall cease.
- 3.2.3.4. In lieu of the above surcharge, the applicant may at his option pay the cost of the main extension in excess of seventy-five (75) feet subject to annual refunds, without interest, related to the number of new customers added to the extension each year multiplied by seventy-five (75) feet; however, refunds shall cease after 10 years or when the total of all refunds equals the amount of the original payment made by the applicant.
- 3.3. The applicant shall first have furnished reasonable security as to performance of his agreement if so required by said water works corporation; said reasonable security as to performance shall be by advance payment of the surcharge for a period not to exceed one year, or where an applicant's premises does not yet exist, by completion of the foundation and construction of a substantial portion of the premises framing before main extension construction is commenced, or 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:

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