

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: 1
REVISION: 0
SUPERSEDING REVISION:

COVER SHEET

PSC NO. 3 – WATER

NEW YORK AMERICAN WATER COMPANY, INC.
(f/k/a AQUARION WATER COMPANY OF SEA CLIFF, INC.)

SCHEDULE

FOR

WATER SERVICE

APPLICABLE

IN

Village of Sea Cliff
Village of Glen Head
Village of Glenwood Landing
The Glen Head-Glenwood Water District of the Village of Old Brookville
A small area in the Village of Roslyn Harbor
A small area in the City of Glen Cove all located in the Town of Oyster Bay

The Town of Oyster Bay
Nassau County

For detailed description of Territory, see General Information Leaf No. 8, Paragraph 1

Subsequent changes will be effective as shown on individual leaves.

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

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GENERAL INFORMATION

Definitions

1. Access Controller - A party known to a utility to be in control of access to the metering equipment at a customer's premises and to have an active account of its own with the utility.
2. Actual Reading - A reading obtained by a utility employee from the meter or from a device which receives a reading transmitted from the meter itself.
3. Applicant - A person who has made a request or has had a request made by a third party on his or her own behalf, for water service for his or her own residential use.
4. Arrears - Charges for which payment has not been made more than 20 calendar days after payment was due. A payment is considered to be made on the date when it is received by the utility or one of its authorized agents. Payment is due whenever specified by a utility on its bill, as long as the date is not before the bill is hand-delivered to the customer, or less than three calendar days after the bill is mailed.
5. Backbill - Any bill or any portion of a bill, other than a levelized bill, which represents charges for service that was actually delivered to the customer's premises during a period before the current billing cycle, which was not previously billed.
6. Blind Person - A person who has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye with a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered as having a central visual acuity of 20/200 or less.
7. Business Day - Any Monday through Friday when a utility's business offices are open.
8. Cold Weather Period - That period of time beginning November 1st of each year and ending April 15th of the following year.
9. The Commission - The New York State Public Service Commission.
10. The Company - New York American Water Company, Inc.
11. The Consumer Services Division - The Office of Consumer Services of the New York State Department of Public Service.
12. Current Charges - (Used in Section V of this Part) Refers to the amount properly billed to a party responsible for service to a multiple dwelling, as defined in paragraph 16 of this subdivision, or a two-family dwelling, as defined in paragraph 20 of this subdivision, for the billing period covered by the first bill rendered on or after the date the required notice is posted. Current charges do not include any arrears for earlier billing periods.
13. Customer - A person or entity who receives service from the Company and is responsible for paying for that service.

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Definitions – Cont’d.

14. Deferred Payment Agreement (or Payment Agreement) - A written agreement for the payment of outstanding charges over a specific period of time.
15. Delinquent Customer - A customer who has made two or more consecutive late payments, as defined in paragraph 15 of this subdivision, within the previous 12 months.
16. Disabled Person - A person with a physical, mental or medical impairment resulting from anatomical, physiological or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques, as defined in the Human Rights Act [Executive Law, Section 292 (21)]; or a person who is unable because of mental or physical problems to manage his or her own resources or to protect himself or herself from neglect or hazardous situations without the assistance of others.
17. Heat-Related Service - Water service which is necessary for the on-going operation of a customer's primary heating system.
18. Late Payment - Any payment made more than 20 calendar days after the date payment was due, in accordance with paragraph 4 of this subdivision.
19. Multiple Dwelling - A dwelling designed to be occupied by three or more families living independently of each other, as defined in the Multiple Dwelling Law or Multiple Residence Law.
20. Residential Customer - Any person who, in accordance with an application for service made by such person or a third party on his or her behalf, is supplied with water service by a utility at a premises where such service is used primarily for his or her residential purposes. The word "customer," when used alone in this Part, refers only to a residential customer.
21. Seasonal, Short-term, or Temporary Customer - A customer who applies for and/or receives utility service periodically each year, intermittently during the year, or for a period of time up to one year.
22. Tampered Equipment - Any service-related equipment that has been subjected to unauthorized interference that has changed or inhibited the accurate measurement of water consumption or that has been connected without authorization after a utility has physically disconnected service.
23. Two-Family Dwelling - A building designed to be occupied exclusively by two families living independently of each other, where water service is not billed separately for each unit.
24. Utility - Any waterworks corporation, as defined in Section 2 of the Public Service Law, having annual gross revenues in excess of two hundred fifty thousand dollars.

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GENERAL INFORMATION

Definitions – cont'd.

25. Utility Deficiency –

(A) Any action or inaction by the utility or one of its authorized agents that does not substantially conform to the rules and regulations of this Title, the utility's tariff; or

(B) The failure of metering equipment to accurately record service, unless a customer's culpable conduct caused or contributed to such failure.

Issued by: William M. Varley, President, 733 Sunrise Hwy., Lynbrook, NY 11563
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1. TERRITORY TO WHICH SCHEDULE APPLIES:

Village of Sea Cliff
Village of Glen Head
Village of Glenwood Landing
The Glen Head-Glenwood Water District of the Village of Old Brookville
A small area in the Village of Roslyn Harbor
A small area in the City of Glen Cove all located in the Town of Oyster Bay

2. APPLICATION FOR RESIDENTIAL SERVICE:

A. Residential Service

1. The Company will provide service to any residential applicant who meets the requirements in Section A.2. as soon as reasonably possible, and no later than five business days after receipt of an accepted oral or written application for service; or such later time as may be specified by the applicant, except:

- (a) where prevented by labor strikes or other work stoppages;
- (b) where precluded by consideration of public safety;
- (c) where precluded by physical impediments including: (a) adverse weather conditions; (b) inability to gain access to premises; (c) incomplete construction of necessary facilities by the applicant or inspection and certification of such facilities by the appropriate authorities; (d) incomplete construction of necessary facilities by the Company.

The Company will make reasonable efforts to eliminate or correct conditions over which it has control that prevent extensions of service and must attempt to complete construction of any necessary facilities with due diligence.

2. As a prerequisite to accepting a party as a residential customer and providing service, the Company may require the party to:

- (a) make full payment or enter into a payment agreement (under Section V-Subdivision P), if applicable, for all amounts due and payable which are not either the subject of a pending billing dispute (under Section V-Subdivision O) or covered by an existing payment Agreement, including: (a) residential service provided and billed in accordance with 16 NYCRR, Part 14.9, to prior accounts in the applicant's name or for which the applicant is legally responsible; (b) other billed tariff fees, charges or penalties; (c) a deposit, if requested by the Company, as long as such deposit is in accordance with Subdivision G of this Section.

GENERAL INFORMATION

2. APPLICATION FOR RESIDENTIAL WATER SERVICE - (Cont'd)

(b) fulfill any applicable requirements of 16 NYCRR, Parts 501 and 502, regarding main extensions and service pipes;

(c) comply with the Company's tariff, and any applicable State, City or local laws, ordinances or regulations.

3. The Company will provide service to any accepted applicant whose application for service was previously denied, unless prevented by those circumstances listed in Section A.1.

(a) as soon as reasonably possible, but no later than two business days after the requirements of Section A.2. of this subdivision are met or such later time as may be specified by the applicant; or

(b) within 24 hours, if required by the Commission or its designee.

4. A customer moving within the service territory of the Company and requesting service within 60 calendar days of the closing of the customer's prior account is eligible to receive service at the new location, in accordance with this Section and such service must be considered a continuation of service in all respects, with any existing payment agreement honored; provided, however, that such customer's prior service had not been terminated for nonpayment at the time of the request.

5. The Company will supply the customer with service when the Commission or its authorized designee directs the provision of service.

B. Service Application - Responsibility for Service: A residential application for service may be either oral or written. The Company may require an applicant to complete a written application for service only if:

1. there are arrears at the premise to be served and/or service to the preceding customer at the premises to be served was terminated for non-payment within the prior 12 months or the current account is subject to a final notice of termination;

2. there is evidence that service has been supplied through tampered equipment;

3. the meter has recorded usage during a period within the previous 12 months when there was no customer; or

4. the application is made by a third party on behalf of the party who would receive service.

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GENERAL INFORMATION

2. B. Service Application - (Cont'd)

If a written application is not required as a prerequisite to providing service, an oral application for service will be considered complete when the applicant provides his or her name, address, and, if the applicant has a prior account, either the address or account number, and answers questions relevant to identifying the applicant's use of water on the premises, including whether the service will be used primarily for residential purposes.

A written application for service will be considered complete when information has been provided as required above along with proof of the applicant's identity and responsibility for the water bills for the premises, through submission of appropriate documents. When a third party applies for service, the third party must submit proof of his or her identity and a written authorization from the applicant. All submitted documents become part of the application.

The Company will make reasonable efforts to contact, either by telephone or in person, any applicant who submits an incomplete application, within one business day of receipt of the application, stating the information and/or documents that must be submitted in order for the application to be considered complete.

The Company shall not be obligated to provide short-term, temporary or seasonal service to an applicant who fails to post a lawfully required deposit.

The applicant must make separate applications for each meter or type of service to each residence, apartment, business building or location for which water service is desired.

Nonresidential applicants shall file with the Company a written application for service upon the form furnished by the Company for the class of service desired.

C. Denial of Application - The Company will make reasonable efforts to immediately contact, either by telephone or in person, any applicant whose application is being denied.

The Company will not deny an application for service unless a written notice was either delivered personally to the applicant or sent to the applicant's current address or any alternative mailing address provided in the application, within three business days of receipt of the application for service. An application for service not denied within three business days of receipt is considered accepted.

D. Penalty - If a utility fails to provide service to a residential applicant within the time required by this section, the utility must pay to the applicant \$25.00 per day for each day or portion of a day that service is not supplied, unless the Commission or its designee determines that the utility had good cause for not providing service within the required time.

E. Application Accepted Subject to Existing Main - As stated on Leaf No. 32 of Tariff.

Issued by: William M. Varley, President, 733 Sunrise Hwy., Lynbrook, NY 11563
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GENERAL INFORMATION

2. F. Notice Requirements – Residential

1. Annual Notice of Rights – The Company will, at the time of residential application for service and at least once each year after service is extended, provide residential applicants and customers with a brochure containing a detailed description of their rights and obligations under this Section.

2. Periodic Notices – A notice offering a fixed income billing plan will be provided annually to every residential customer known to be on a fixed income. Such billing plan will provide for payment of bills on a reasonable schedule considering the customer's regular receipt of income, without being charged late payment charges, as long as payment is made within 20 calendar days of the scheduled due date.

A notice advising a customer of the applicable rate structure, in accordance with the Company's tariff, and offering the customer a detailed bill calculation upon request, will be provided annually to every residential customer.

3. Hazardous Conditions - If the Company is aware of a hazardous condition that may affect the health and safety of consumers of its water, it will immediately make all reasonable efforts to contact affected parties.

G. Service Deposits

1. Deposit Requirements - The Company may require the payment of a security deposit from: (a) a seasonal, short-term, temporary or nonresidential customer; (b) a delinquent customer, as long as at least 20 calendar days before its request for a deposit, the Company provides the customer with written notice that the failure to make a specified payment before a specified date may result in a request for a deposit and states how the deposit would be calculated; or (c) a customer whose service was terminated for nonpayment during the preceding six months.

The Company may not require a deposit from: (d) a customer or applicant who is known to the Company as a recipient of public assistance, supplemental security income benefits or additional state payments; or (e) a customer or applicant who is known to the Company as an elderly, blind or disabled person, unless that customer's service was terminated for nonpayment within the preceding six months.

If a deposit is authorized by this Section, the Company must offer a customer, except for seasonal, short-term, temporary or nonresidential customers, the opportunity to pay the deposit in installments, considering the customer's financial circumstances in a manner consistent with paragraph 3 of Section V Subdivision P of this Tariff.

2. Deposit Calculation - The amount of a deposit must not be more than the cost of twice the customer's average monthly usage, except in the cases of customers whose usage varies widely, where the deposit must not be more than the cost of twice the average monthly usage for

GENERAL INFORMATION

2. G. Service Deposits - (Cont'd)

the peak season. The amount of the deposit must be based on service used during the previous 12 month period, as shown by any relevant billing history, and any relevant information concerning expected use.

3. Deposit Review - The Company will, at least annually, review the billing history of every customer who has a deposit with the utility to assure that a deposit may still be required under Section (1) and that the amount of the deposit is not more than the amount allowed in Section (2) Deposit Calculation.

If the review shows that the deposit held falls short of the amount that the Company may lawfully require by 25 percent or more, the Company may require the payment of an additional deposit amount from the customer.

If a review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company will return the excess deposit to the customer under Section (5) - Deposit Return.

If a request of a customer for a downward revision of the deposit is substantiated by the customer's billing history, the Company will return any portion of the deposit that is more than the amount the Company may lawfully require, under Section (5) - Deposit Return.

4. Interest - Every deposit earns interest at a rate set annually by the Commission based on the current economic conditions and the current charges paid for the money borrowed by the Company, taking into account the expenses incurred by the Company in obtaining, handling, returning or crediting the sum deposited. The interest must be paid to the customer when the deposit is returned, in accordance with Section (5). If the deposit has been held for 12 consecutive months or more, the interest must be credited to the customer no later than the first bill rendered after the next succeeding first day of October and at the end of each succeeding 12-month period.

5. Deposit Return - The Company will return a deposit or portion of a deposit plus the applicable interest, as soon as reasonably possible, but no more than 30 calendar days after: (a) the date of the first bill for service rendered after a 12-month period during which time the customer was not delinquent, provided there is no other basis for the Company to request a deposit under Section (1); (b) the day an account is closed; or (c) a review in accordance with Section (3) - Deposit Review - shows that the deposit reduction is warranted.

A deposit or portion of a deposit plus the applicable interest that is subject to return may be credited to the customer's account in the amount of any outstanding charges, and if any balance remains after the Company has credited the customer's account, a refund check must be issued to the customer.

GENERAL INFORMATION

3. SERVICE PIPES AND MAINS

A. Services and Mains - The Company will furnish, place, construct, operate, maintain, and when necessary, replace at its own cost and expense, all mains, service pipes, service connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purpose under jurisdiction of the legislative body of any city, town, village, county, or the State of New York, or other public place open to the general public for highway purposes, provided all necessary easements are furnished without cost to the Company. No service pipe will be installed by the Company within the territorial limits of a public street, as hereinbefore defined, until the service pipe and service connections from the premises to the territorial limits have been installed in a manner satisfactory to the Company.

B. Service Pipe Materials - The entire service pipe shall be copper tubing (U.S. Government specification type K soft tempered), or other pipe of a strength and quality to be approved by the Company. The minimum diameter of the service pipe shall be ¾". For services two inches or larger in diameter, ductile cement lined pipe of a quality equal to the American Water Works Association or Federal specifications, of weight suitable for service under the water pressure at the point where it is located shall be used.

C. Minimum Depth of Service Pipes - Minimum depth of service pipes shall be four feet six inches below the surface of the ground. Where covering over mains is less than five feet, the connection shall be made on the side of the main and service pipe shall, in no case, have less covering than the main, except where approved by the Company due to special circumstances. The Company reserves the right in all cases to stipulate the size and type of service connection to be used.

D. Inspection of Service Pipes - That portion of the service pipe without the territorial limits of any street, avenue, road or way, as hereinbefore defined, is to be approved by the Company before the trench is backfilled.

Service pipes must be located in compliance with all Sanitary regulations and, in no case, be less than ten feet (10') from any cesspool or sewerage lines unless the design is otherwise approved by the Company.

E. Existing Services - On existing services within the territorial limits as hereinbefore defined, the Company will maintain and renew when necessary the following equipment: Corporation stop; curb stop; curb box; and service pipe.

F. Separate Application for Each Premises - A separate application must be made and a separate service installed for each premises. The word "premises" as used herein shall be restricted to the following:

1. a building under one roof owned or leased by one customer, and occupied as one residence or one place of business;
2. a combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family, or one corporation or firm, as a residence or place of business;

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3. F. Separate Application for Each Premises - (Cont'd)

3. each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family, or one firm, as a residence or place of business; or

4. a building owned or leased by one customer have a number of apartments, offices, or lofts which are rented to tenants and using in common one hall and one or more means of entrance.

G. Service and Mains Installation Exceptions - The Company shall not be required to install any service line and service connections between November 15 and April 15, except by special arrangement, in which case the customer shall pay for the excess over normal costs.

4. METERED SERVICE

A. Meters, By Whom Furnished – The size and type of a meter shall be determined by the Company. The Company will furnish, install and maintain meters, whether in the home or in a pit, but the customer shall install, on the customer's premises, the necessary piping, fittings, valves and couplings to receive the meter.

The Company will maintain meters as stated insofar as ordinary wear and tear is concerned, but in case of damage by freezing, hot water or external damage, the customer will be held responsible for the cost of repairs. The Company may require the installation of suitable equipment properly located and installed, to prevent backflow of hot water which may cause damage to the meter, or other damage to the customer's plumbing.

B. Meter Reading and Estimated Bills - The customer will provide a suitable place for the location of meters. The Company's authorized agents or employees shall, at all reasonable times have access to its equipment on the customer's premises for reading, inspecting, testing, repairing or removing its equipment.

The Company will attempt to obtain an actual meter reading for every metered account, on a regularly scheduled basis or leave a meter reading card.

When the Company is unable to obtain actual meter readings, it may render an estimated bill.

The estimated bill will be calculated in accordance with an established formula which takes into account the best available data for estimating the customer's usage. The Company may also render estimated bills for reasons stated in 16 NYCRR, Part 14.12.

If, after bills are estimated for a period of six consecutive months, the Company is unable to obtain an actual meter reading, "no access" notices shall be provided at the next billing cycle to the individual who controls access to the meter. In cases where the access controller is not the customer, a copy of the notice must be sent to the customer.

GENERAL INFORMATION

4. METERED SERVICE - (Cont'd)

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C. “No Access” Charge. If the person who controls access fails to arrange an appointment in response to a second request and the Company is unable to obtain a meter reading, it will add a \$25 no access charge to the bill of such person. The charge will continue on each successive billing that the Company is still unable to obtain access.

D. Right to Remove and Test Meters - The Company reserves the right to remove and test any meter at any time and to substitute another meter in its place.

E. Testing of Meters - The Company will test its meters periodically in accordance with the current rules of the Public Service Commission. In case of a disputed account involving the accuracy of a meter, the Company will test such meters, upon the request of the customer. A fee payable in advance of the test is required, as follows:

2” meters and smaller.....	\$30.00
3” and over.....	Actual Cost

In the event that the meter is found to over-register the fee will be returned to the customer, otherwise it will be retained.

F. Adjustment of bills due to over-registration of meter

1. Displacement meters.

(a) If upon test of displacement meters upon complaint (except as herein provided for meters tested in place), it is found that the weighted average percentage of accuracy of the meter, determined as hereinafter specified, exceeds 100 percent, the bills of the consumer shall be adjusted to the extent of such excess for one-half of the quantity registered since the last test unless it can be shown that the error is due to an accident or other cause, the approximate date of which can be determined, in which case it shall be figured back to such date; or unless the consumer has suffered no damage from said error by virtue of the fact that the meter has registered a quantity of water less than that allowed for the minimum rate of the applicable rate schedule.

(b) For the purpose of adjustment of consumers' bills, the weighted average percentage of accuracy of a displacement meter, except as herein provided for meters tested in place, shall be determined by giving a weight of two to the percentage at the rate at which the percentage of accuracy is a maximum and a weight of unity to each of the percentages at approximately the low and high rates of flow within "normal test flow limits".

2. Meters other than displacement type.

(a) The adjustment of bills, upon complaint of consumers, where current, compound, and fire-service meters, or meters of all types tested in place on premises are involved, will be determined from an accuracy curve, developed from tests of the meter

GENERAL INFORMATION

4. METERED SERVICE - (Cont'd)

in question, properly averaged. If the average percentage of accuracy so determined exceeds 100 percent, the bills of the consumer shall be adjusted in the manner hereinbefore provided for displacement meters.

G. Non-Registering Meters -Nonresidential Customers - The reading of a duly installed meter showing the amount of water consumed shall be used for all metered billing purposes except where it appears that the meter has ceased to register or has registered inaccurately.

In all cases where a meter is found to be defective, it shall be immediately replaced by a meter that has been tested and properly adjusted.

In cases where it is found that a meter has ceased to register or has registered inaccurately and it cannot be determined by reasonable test the percentage of inaccuracy, an estimated bill for the billing period immediately preceding the date when such meter was found defective, and for the period from said date to the date of replacement of the meter, may be rendered the consumer, but the right to render an estimated bill is strictly limited to such periods and, for all other periods, the bill shall be the minimum rate provided in the applicable rate schedule. The estimated bill shall be based upon the amount of water consumed in the corresponding period in prior years, except where it appears that there has been a change in the occupancy of the premises or in the use of water, in which case an equitable adjustment shall be made.

H. New Services - A meter to serve a premises for which the original application for the installation of service is dated on or after effective date hereof, shall be located in a meter pit installed by the customer just inside the property line, in accordance with the Company's requirements and specifications. Where a meter pit installation is not practical, the Customer will provide at their expense a readily accessible and protected location for the installation of a meter at such a point as will control the entire supply to the premises, which location must be acceptable to the Company as most convenient for its service.

I. Existing Services - A meter pit shall be installed by the customer just inside the property line on the following existing services:

1. where the customer has failed to maintain a suitable place for the location of the meter;
2. where the meter has not been kept open for inspection, reading, maintenance, removing and setting; or
3. on any replacement of any existing service over sixty (60) feet in length.

J. Meter Pit Specifications - The meter pit shall be constructed in accordance with the Company's specifications, a copy of which may be obtained at the Company's office. The cover of the meter pit shall not be obstructed in any way to prevent access to the meter by the Company's representative.

GENERAL INFORMATION

5. PAYMENT FOR WATER SERVICE

A. The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount shall be conclusive on both the customer and the Company, except when the meter is defective as mentioned hereinbefore in Rule 4.(F).

B. Change of Occupancy – the customer shall notify the Company in writing of any change in occupancy. No adjustments will be made between the different owners or tenants unless due notice has been given to the Company. No rebate will be given for unoccupied premises unless notice of non-occupancy is given as required under paragraph 5.(e)

C. Termination of Residential Services – Water Service may be discontinued by the company for any one of the following reasons as stated in 16 NYCRR, Part 14.4, provided advance final notice has been given and when the customer:

1. fails to pay any tariff charges that reflect service used during the preceding 12 months, for which a written bill has been given;
2. fails to pay any tariff charges that reflect service used during the preceding 12 months, for which a written bill has been sent, in any of the following situations: (a) there was a billing dispute during the preceding 12 months; (b) there was an excusable utility delay; (c) the customer's culpable conduct caused or contributed to the delay in billing; and (d) the changes are necessary to adjust estimated bills.
3. fails to pay amounts due under a payment agreement;
4. fails to pay, or agree in writing to pay, equipment and installation charges relating to the initiation of service
5. fails to pay a required deposit per tariff Section-2-Subdivision G;
6. there is no customer and service is being provided through tampered equipment;
7. there is no customer and the Company has provided advance written notice to the occupant, either by posting or mailing 10-30 days before disconnection stating: (a) the Company intends to disconnect service unless the responsible party applies for service and is accepted as a customer; and (b) the location of the nearest Company business office where application can be made ; and

The Company will not terminate service for nonpayment of bills to any person it knows to be receiving public assistance, if payment for such service is to be made directly to the Company by the Department of Social Services or the local Social Services official.

D. Final Termination Notice – Residential. The Company will not issue a final termination notice until at least 20 calendar days after the date payment was due.

GENERAL INFORMATION

5. D. Final Termination Notice – Residential - (Cont'd)

The Company will not issue a final termination notice for nonpayment of disputed charges while complaint is pending with the Company or the Public Service Commission. The Company may issue a final termination notice for the nonpayment of undisputed charges.

E. Physical Termination of Service – Residential.

1. The Company will not terminate service until at least:
 - (a) 15 calendar days after a final termination notice has been given personally to the customer; or
 - (b) 18 calendar days after a final termination notice has been mailed to the customer at the service location or been mailed to an alternative address that has been provided by the customer for mailing purposes; and
 - (c) if the alternative address has been used, the Company will mail notice of the scheduled termination to the premises where service is rendered 10 calendar days after final termination notice was mailed.
2. The Company will terminate residential service only between the hours of 8:00 a.m. and 4:00 p.m., on Mondays through Thursdays provided that such day or the following day is not:
 - (a) a Public Holiday or day on which the main business office of the Company is not open for business. Public Holiday shall refer to those holidays enumerated in the General Construction law; or
 - (b) a day the office of the Public Service Commission is closed.
 - (c) during the two-week period encompassing Christmas and New Year's Day.
3. The Company will not terminate service unless:
 - (a) it has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the notice period required by this tariff; and
 - (b) it has verified that on the day termination is scheduled payment has not been posted to the customer's account as of the opening of business on that day, or has complied with procedures established under 16 NYCRR, Part 14.4, subdivision D.

GENERAL INFORMATION

5. E. Physical Termination of Service – Residential – - (Cont'd)

The Company will not terminate service more than 60 calendar days after issuance of the final termination notice unless it has updated the original notice to include the current arrears

The Company will not terminate service while a complaint is pending before the Public Service Commission and for 15 calendar days after resolution by the Company or by the Public Service Commission or its designee, for nonpayment of the disputed charges. Nothing prevents the Company from terminating service for nonpayment of undisputed charges.

F. Payment at the Time of Termination of Service. If a customer claims that payment has already been made at the time that termination for nonpayment is to take place and produces as proof a written business record of payment, or claims that there is a complaint pending before the Company or the Public Service Commission with regard to the charges demanded, the Company's field representative will make a reasonable effort to verify this information with a Company office representative and will not terminate service for nonpayment of any verified disputed amount.

At the time of termination, if either payment of the full amount is offered, or if a residential customer agrees to sign a payment agreement in accordance with Section 5-Subdivision P of this tariff and offers payment of any required down payment, the Company representative will either:

- 1 accept payment; or
- 2 allow the customer an extension of not less than one business day to go to a business office to make payment or arrange a payment agreement within the specified time.

Whenever payment is made at the time of termination, the Company's field representative must provide the customer with a receipt which must include the date, the account number, the amount received, the form of the payment and either the name, or identification number of the Company representative

G. Dishonored Checks. The Company reserves the right to accept only cash, certified check or money order at the time of termination from a customer who within the last 12 months has paid for service with a check that was subsequently dishonored.

Receipt of a subsequently dishonored check in response to a termination notice is not payment of a customer's account and the Company is not required to issue an additional notice before termination, as long as the final termination notice warns the customer of this possibility.

H. Discontinuance of Residential Service – Special Procedures. Special emergency procedures, required by 16 NYCRR, Part 14.5, provide special protections for specified residential customers regarding the termination and restoration of service in cases involving medical emergencies, the elderly, blind or disabled, and terminations during cold weather periods for premises with heat-related service.

GENERAL INFORMATION

5. H. Discontinuance of Residential Service - (Cont'd)

1. The Company will not terminate or refuse to restore service to a residence when a medical emergency exists. A medical emergency exists when so certified by a medical doctor or local Board of Health. Such certification must be filed in accordance with 16 NYCRR, Section 14.5.

2. The Company will not terminate or refuse to restore service to a customer where the customer and all other remaining residents of the household are identified to the Company to be blind, disabled, 62 years or older, or 18 years of age or younger without complying with the procedures stated in 16 NYCRR Section 14.5.

3. During cold weather periods, before terminating residential premises with heat-related services, the Company will make attempts to determine whether a resident may suffer serious impairment to health or safety as a result of termination, in accordance with the procedures stated in 16 NYCRR, Section 14.5

I. Voluntary Third Party Notice Prior to Discontinuance of Service. The Company shall permit a residential customer to designate a third party to receive copies of all notices regarding termination of service or other credit action sent to such residential customer, provided that such third party indicates in writing his or her willingness to receive such notice. The Company will promptly notify the residential customer in writing if the third party refuses or later decides not to accept such notices.

The Company will inform the third party that the agreement to receive notices does not mean the third party must pay for service provided to the customer.

J. Termination of Service to Entire Multiple Dwellings.

1. Required Notices. The Company will not terminate service to an entire multiple dwelling unless it fulfills all requirements of the Section and provides written notice to:

- (a) the owner of the multiple dwelling or the party to whom the last preceding bill was rendered;
- (b) the superintendent or other person in charge of the multiple dwelling, if it can be readily determined that there is such superintendent or other person in charge;
- (c) the occupants of each unit;
- (d) the local health officer and the director of the Social Services district for the political subdivision in which the multiple dwelling is located;

GENERAL INFORMATION

5. J. Termination of Service to Entire Multiple Dwellings – Cont’d.

(e) if the multiple dwelling is located in a city or village, the mayor thereof, or if there is none, the manager; or if the multiple dwelling is located in a town, the town supervisor; and

(f) the county executive of the county in which the multiple dwelling is located, or if there is none, the chairperson of the county’s legislative body.

The notice required by this subdivision will be provided in the following manner:

(i) by personally serving it or mailing it to the owner or superintendent, as required by subparagraphs (a) and (b) of the above paragraph of this subdivision.

(ii) by mailing it to the occupants and all local officials, as required by subparagraphs (c), (d), (e) and (f) of the above paragraphs of this subdivision; and

(iii) by posting it in a conspicuous place in the public area of the multiple dwelling.

(iv) The Company will give 15 calendar days notice if personally served or posted, and 18 calendar days notice if mailed.

(v) The notice to local officials required by subparagraphs (d) and (e) of the first paragraph of this subdivision will be repeated not more than four nor less than two business days before termination.

Whenever a notice of termination of service has been made in accordance with this subdivision and the Company no longer intends to terminate service, the Company will so notify the occupants of each unit in the same manner as it gave the original notice.

2. Procedures to Avoid Termination of Service. The Company will require occupants in a multiple dwelling to pay no more than the current charges incurred by the party to whom the last preceding bill has been rendered, and must not terminate service if such current charges are paid.

If occupants in a multiple dwelling find they are unable to reach an agreement with the Company to avoid termination of service, they may contact the Commission’s designee. After such a request is received, a designee will attempt to work out an agreement and will, if necessary, attempt to arrange a meeting with occupant representatives, the Company and the party responsible for making payment for service.

GENERAL INFORMATION

5. J. Termination of Service to Entire Multiple Dwellings - (Cont'd)

The Commission's designee may stay a threatened termination of service to an entire multiple dwelling where it concludes that good faith efforts are being made by the occupants to arrange for the payment of current charges.

3. Termination of Heat-Related Service to Multiple Residential Dwellings During Cold Weather Periods. During the cold weather period, the following procedure will be followed by the Company to terminate heat-related service to an entire multiple residential dwelling:

(a) The Company will provide the notices required by the first subdivision of this Section not less than 30 calendar days before the intended termination.

(b) The Company will provide each occupant with a written notice, not less than 10 calendar days before the earliest date termination may occur advising the occupant that if any occupant in his or her apartment has a serious illness or medical condition that may result in a serious impairment to health or safety by the loss of heat services, he or she should immediately contact the Company. The notice will provide the name and telephone number of the Company contact person. Whenever an occupant has so notified the Company, the Company will conduct an on site personal visit without delay, for the purpose of determining whether the occupant may suffer a serious impairment to health or safety as a result of termination. If the Company determines that an occupant may suffer a serious impairment to health or safety as a result of termination, the Company will refer such cases to the local Department of Social Services and request the agency investigate.

The Company, referring such a case to the Department of Social Services, will continue heat-related service to the multiple dwelling or otherwise provide heat to the person who may suffer a serious impairment for at least 15 business days after the referral. The Company, referring such a case, must not thereafter terminate heat-related service to the dwelling during the cold weather period unless it otherwise provides heat to the person who may suffer a serious impairment, or unless it is informed by the local Department of Social Services that appropriate alternative arrangements to preclude a serious impairment to health or safety have been made or that the claim of serious impairment is without merit. The Company, thereafter, intending to terminate service must provide at least 5 calendar days written notice to the occupants that heat-related service will be terminated, and must, if so notified by the Department of Social Services, inform the individual of the finding of no serious impairment. Such notice must state that any occupant may seek further review by the Commission.

If the Company is notified by the local Department of Social Services that an occupant, in a multiple residential dwelling where the heat-related service has been terminated by the Company, may suffer a serious impairment to health or safety, it must reconnect heat-related service, or otherwise provide heat to such person, and continue such service as provided for in the previous paragraph.

GENERAL INFORMATION

5. K. Termination of Service to Two-Family Dwellings

1. Applicability. If the Company knows that service is provided to a two-family dwelling, as defined in 16NYCRR, Part 14.2, paragraph (b)(21), service will not be terminated unless the requirements of this Section are complied with, provided however, that where the Company knows that service is billed separately for each unit, this section does not apply. The Company will keep record of two-family dwellings.

2. Required Notices. The Company will terminate services to a two-family dwelling unless it fulfills all requirements of this Section and provides written notice to: (a) the owner of the premises or the party to whom the last preceding bill was rendered; and (b) the occupants of each unit.

(a) The notice required by this subdivision will be provided in the following matter: (a) by mailing it to the owner or party to whom the last preceding bill was issued; (b) by personally serving it or mailing it to the occupants; and (c) by posting it in a conspicuous place at or within the premises, unless prevented by physical circumstances.

(b) The Company will give 15 calendar days notice if personally served or posted, and 18 calendar days if mailed.

(c) Whenever a notice of termination of service has been made in accordance with this subdivision, and the Company no longer intends to terminate service, the Company will so notify the occupants in the same manner as it gave the original notice.

3. Procedures to Avoid Termination of Service. The Company, following the requirements of this Section, will require the occupants in a two-family dwelling to pay no more than the current charges incurred by the party to whom the last preceding bill was rendered, and must not terminate service if such current charges are paid.

An occupant may either: (a) apply for service and be accepted as a customer, if eligible to do so, in which case such person will be liable to future payments; or (b) choose to pay current charges only, in which case such person will not be liable for future payments and future bills must continue to be rendered to the customer with a copy sent to any occupant upon request.

4. Termination of Two-Family Dwellings During Cold Weather. During the cold weather period, the following procedure will be followed by the Company intending to terminate heat-related service to a two-family dwelling: (a) the Company will provide the written notices required by subdivision (2) of this Section not less than 30 calendar days before the intended termination.

L. Emergency Disconnection of Residences (Service Contingencies – Liability). The Company shall have the right to decrease or temporarily discontinue water service, without liability, in time of drought or emergency. As necessity may arise in the case of breakdown, emergency, or for any other unavoidable cause, the Company may temporarily discontinue the water supply to make necessary repairs, connections, etc. The Company will use all reasonable and practical measures to notify its customers of such discontinuance of service.

PSC NO: 3 – WATER
COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.
INITIAL EFFECTIVE DATE: October 14, 2012
Issued in compliance with order in Case 11-W-0472 dated 04/20/2012

LEAF: 25
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

5. L. Emergency Disconnection of Residences (Service Contingencies – Liability) - (Cont'd)

The Company will act promptly to restore service as soon as feasible. Service will be restored to any premises which has been discontinued under this Section, before it will be terminated for nonpayment of charges.

M. Discontinuance at Written Notice of the Customer – Unless otherwise provided herein, any customer may discontinue water service by giving the Company written notice not less than ten (10) days prior to the discontinuance, and all liability for charges for service rendered after the discontinuance of service, as herein provided for, shall cease.

N. Complaint Handling Procedure

1. The Company will investigate and evaluate all complaints received from customers regarding bills for service rendered or required deposits. The results of the Company's findings will be reported promptly to the customer. During the period of investigation and evaluation, service will not be discontinued nor will a disconnection notice be sent. However, service can be terminated for nonpayment of the undisputed amount.

2. If, after the completion of such an investigation, the Company determines that the disputed charges for service are proper, the Company requires that the disputed amount be paid. Appropriate notice of the determination shall be given to the customer, and such notice will include a statement advising the customer of the availability of the Commission's complaint handling procedures. If the customer fails to pay the proper amount due and a period of at least 15 calendar days has elapsed after verbal or written notice of the Company's determination, and where notice of the discontinuance of service was previously sent, in accordance with 16 NYCRR, Part 14.4, or as per Tariff Section 5., or is served with the determination, Company procedures provide for discontinuance of service.

3. In situations where the complaint procedures of the Commission have been invoked and it is determined the disputed charge or deposit is proper, and prior notice of discontinuance was sent, in accordance with 16 NYCRR, Part 14.4, a customer's service will not be discontinued for failure to pay the amount found due until at least 15 calendar days after either verbal or written notice of the Commission's determination was served on the customer.

GENERAL INFORMATION

5. O. Late Payment Charge

1. Bills are due upon presentation. Bills shall be deemed presented when delivered to the customer personally or when mailed to the customer at the premises supplied, or at the last known address of the customer, or when left at either address or any mailing address provided. After the bill is presented, failure to receive such bill from the Company will not entitle the customer to any delay in the settlement of the customer's account nor to any extension of the date after which the late payment charge becomes applicable.

2. The late payment charge becomes due unless all arrears for service are paid. A request by the customer for adjustment of bills or any other complaint does not extend the due date of the undisputed portion of current bills.

3. A late payment charge at the rate of one and one half percent (1-1/2%) per month will be applied to the accounts of all customers taking service under Service Classification Nos. 1, 2, 3 and 4. Under said classification, the charge will be applied to all arrears, and unpaid late payment charge amounts, which are not received by the Company on or before a date specified on the bill. The date so specified shall not be less than 20 days after the first day of each billing period under Service Classification No. 4 and 20 days after the last day of each billing period under Service Classification Nos. 1, 2 and 3.

4. In lieu of the late payment charges specified in Section (3), above, customers that are qualifying State Agencies will be subject to an interest charge calculated at the corporate tax rate. This interest charge will be applied to all accounts not paid within 45 days of the first day of each billing period under Service Classification No. 4 and within 45 days of the last day of each billing period under Service Classification Nos. 1, 2 and 3. State Agencies are defined to include State Government Agencies, the City University of New York, when acting on behalf of its senior colleges, the Facilities Development Corporation or the State University Construction Fund.

5. Returned Check Charge – A fee equivalent to the fee imposed upon the Company by the bank will be charged to the customer for any dishonored or returned checks, plus an additional sum of \$4 per such check.

P. Deferred Payment Agreements – Residential Service

1. The Company will provide a written offer of a payment agreement to an eligible customer or applicant at the following times: (a) not less than five calendar days before the date of scheduled termination of service for nonpayment of arrears, as indicated on a final termination notice, or eight calendar days, if mailed; (b) when payment of outstanding charges is a requirement for acceptance of the customer's application for service; (c) when it renders a backbill which is more than \$100; provided however, that a utility is not required to offer an agreement where the customer's culpable conduct caused or contributed to the underbilling.

GENERAL INFORMATION

5. P. Deferred Payment Agreements – Residential Service - (Cont'd)

(a) If payment of outstanding charges is a requirement for reconnection, in accordance within Section 6-Subdivision C, the Company will offer the customer a payment agreement in accordance with this Section. The Company will also inform the customer that he or she may opt to have the agreement include any applicable reconnection charge and/or legal fee, specifying the amount of such charge.

(b) A deferred payment agreement shall: (a) be fair and equitable considering the customer's financial circumstances; however, the Company may require a customer or applicant complete a form showing assets, income and expenses and provide reasonable substantiation of the information on that form; and (b) provide for installments as low as \$10 per month and no down payment when the customer demonstrates financial need for such terms but need not provide for monthly installments of less than \$10; and (c) provide for any size or no down payment and installments on any schedule over any period of time, and cover any outstanding charges if mutually agreed to by the parties.

(c) The Company will renegotiate and amend a payment agreement if the customer or applicant demonstrates that his or her financial circumstances have changed significantly because of conditions beyond his/her control.

(d) The Commission or its designee may order the company to offer a payment agreement in accordance with this Section when the parties have been unable to reach an agreement or where an agreement is necessary for the fair and equitable resolution of a complaint.

2. Eligibility – A residential customer or applicant is eligible for a payment agreement and must be offered one in accordance with subdivision (1) of the Section unless: (a) the customer is a seasonal, short-term or temporary customer; or (b) the customer has broken an existing payment agreement; or (c) the Commission or its designee determines that the customer or applicant has the resources available to pay the bill.

If the Company believes that a customer or applicant has the resources available to pay the bill in full or where the utility and customer are unable to agree on a payment agreement covering amounts that exceed the cost of twice the customer's average yearly usage, either party may seek a determination from the Commission or its designee in accordance with the following procedure: (d) the Company must immediately notify the customer or applicant and the Commission or its designee of its position; (e) the Company must give the customer or applicant written notice summarizing the procedures under this paragraph in clear and understandable language; (f) the Commission or its designee will make a determination without undue delay; and (g) until such a determination is made by the Commission or its designee, the Company must postpone any termination activity, and restore service or provide service if so directed by the Commission or its designee, as long as the customer or applicant pays current bills and terms of a payment agreement established by the Commission or its designee.

GENERAL INFORMATION

5. P. Deferred Payment Agreements – Residential Service - (Cont'd)

3. Terms of Agreement – A payment agreement must require the customer or applicant to pay all current bills on time.

Unless otherwise agreed to by the Company and the customer, a Company is required to offer a payment agreement that covers amounts up to the cost of twice the customer's average annual usage. The down payment may include any amount owed in excess of twice the customer's average annual usage. If the customer and Company are unable to agree upon a payment agreement under these circumstances, either party may seek a determination from the Commission or its designee in accordance with paragraph (2) of this Section.

A payment agreement offered for nonpayment of arrears, upon application for service or upon request for reconnection, under subparagraph (1) of this Section, may require the customer or applicant to: (a) make a down payment of up to 20% of the amount covered by the agreement or the cost of one month's average usage, whichever is greater; and (b) pay the balance in monthly installments up to the cost of one month's average usage or one-tenth of the balance, whichever is greater.

4. Broken Agreements – If a customer fails to make timely payments in accordance with a payment agreement, the Company must send a reminder notice at least eight calendar days before the day when a final termination notice will be sent.

If by the twentieth calendar day after payment was due, the Company has not received payment or negotiated a new agreement, the Company may demand full payment of total outstanding charges and send a final termination notice.

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: 29
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

5. P. Deferred Payment Agreements – Residential Service - (Cont'd)

Service ID _____
Account No. _____

Principal Amount:	0.00	
Payment Amount:	0.00	
No. of Payments	0	Due by: _____
Minimum Down Payment:	0.00	
Deferred Amount:	0.00	

All Deferred Payments are due _____

<u>Payment Number</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
1	0.00	0.00	0.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
2	0.00	0.00	0.00
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

We are happy to make this agreement with you in order to bring your account up to date. In addition to the terms stated below, all current charges on future bills are due upon receipt. Please sign this form and return it to us by the down payment due date stated above along with any payments now due.

The purpose of this agreement is to establish a fair schedule for you to pay your overdue bill based on your ability to pay. If you can show that you are unable to make payments for reasons significantly beyond your control, other terms may be arranged. Please call us or come to our office.

If we do not receive these payments or your regular bill payments within twenty calendar days of when they are due, the Company can require you to pay the total amount owing on your account and will send a FINAL TERMINATION NOTICE 15 days before service will be turned off.

ACCEPTANCE AGREEMENT

I agree to the terms set forth in this agreement: _____

Customer's Name: _____

Home Telephone Number: _____ Work Telephone No. _____

Customer's Signature: _____ Date: _____

TERMS OF THIS AGREEMENT ACCEPTED BY _____
New York American Water Company, Inc.
Representative

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

GENERAL INFORMATION

5. P. Deferred Payment Agreements – Residential Service - (Cont'd)

IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-877-426-6999. THIS AGREEMENT CONFORMS TO THE NYS PUBLIC SERVICE COMMISSION'S REGULATIONS. IF YOU REQUIRE ANY ADDITIONAL ASSISTANCE PLEASE CALL THEM AT 1-800-342-3377.

Q. Rendering of Bills – Bills for general customers will be rendered quarterly or monthly at the option of the Company.

R. Backbilling

1. Notice – Every backbill must contain a written explanation of the specific reason for the backbill, and if the bill covers more than a 24-month period, a statement as to why the billing was not limited as stated in Section (3) – Limitations on Backbilling Period.

A backbill must be accompanied by an offer of a payment agreement in accordance with Section 5-Subdivision P – Deferred Payment Agreements of this tariff, if applicable.

2. Limitations on Issuance of Backbills (Residential Service) – The Company may not issue a backbill more than six months after the Company actually became aware of the circumstance, error or condition that caused the underbilling.

The Company may not upwardly revise a backbill, and must issue a downwardly revised backbill as soon as reasonably possible and within two months after the Company becomes aware that the first backbill was excessive.

3. Limitations on Backbilling Period (Residential Service) When the failure to bill earlier was due to a Company deficiency, the Company must limit the backbilling period to 12 months before the Company actually became aware of and corrected the circumstance, error or condition that caused the underbilling, unless the Company can demonstrate that the customer's culpable conduct caused or contributed to the original underbilling.

When the failure to bill earlier was not due to a Company deficiency, the Company must limit the backbilling period to 24 months before the Company actually became aware of and corrected the circumstance, error or condition that caused the underbilling, unless the Company can demonstrate that the customer's culpable conduct caused or contributed to the original underbilling.

GENERAL INFORMATION

S. Interest on Customer Overpayments

1. The Company shall provide interest on customer overpayments according to the standards and criteria set forth in this Part.
2. A customer overpayment is defined as payment by the customer to the Company in excess of the correct charge for water service supplied to the customer which was caused by erroneous billing by the utility.
3. The rate of interest on such amounts shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest shall be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment was refunded.
4. This part applies to refunds returned to customers after the effective date of these rules. The Company will not be required to pay interest on customer overpayments that are refunded within 30 days after such overpayment is received by the water corporation.

6. GENERAL RULES

A. Failure in Supply – the Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure but reserves the right, at any time, after due notice (unless an emergency occurs) to shut off the water in its mains for the purpose of making repairs and extensions.

B. Discontinuance of Nonresidential Service for Violation of Rules – Water service may be discontinued for any one of the following reasons.

1. for use of water other than represented in application or through branch connections on the street side of the meter or place reserved therefore;
2. for willful waste or use of water through improper and imperfect pipes, or by any other means;
3. for molesting any service pipe, seal, meter, or any other appliances of the Company;
4. for cross-connecting pipes carrying water supplied by the Company with any other source of supply or with any apparatus which may endanger the quality of the Company's water supply;

GENERAL INFORMATION

6. B. Discontinuance of Nonresidential Service for Violation of Rules - (Cont'd)

5. for refusal of reasonable access to the property for the purposes of inspecting fixtures or piping or for reading, repairing, testing or removing meters; or
6. for violation of the rules of the Company.

C. Reconnection of Service

1. Service temporarily discontinued at the curb at the request of the customer or his agent, will be restored upon payment of \$25.
2. Service which has been discontinued at the curb for nonpayment of water charges will be restored within 24 hours of the customer's request unless prevented by circumstances beyond the Company's control or unless a customer requests otherwise, in the following situations:
 - (a) receipt by the Company of the full amount of arrears for which service was terminated, plus a \$25 reconnection fee; or
 - (b) upon receipt of a signed payment agreement, consistent with Section 5-Subdivision P of the Tariff covering the full amount of arrears for which the service was terminated, and the receipt of a down payment, if required. The reconnection fee can be made part of a payment agreement which is entered into at the time service restoration is requested; or
 - (c) upon the direction of the Commission or its designee; or
 - (d) where the Company has notice that serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection is required must be resolved in favor of reconnection.
3. Wherever circumstances beyond the company's control prevent reconnection of service within 24 hours of any of the events specified in subdivision B, the Company must immediately notify the customer and reconnect service within 24 hours after those circumstances cease to exist.
4. If the Company does not reconnect within 24 hours, as required by this Section, the Company must pay the customer for each day or portion of a day that service is not supplied after the date that notice should have been supplied as follows:
 - (a) \$50 per day or portion of a day in cases involving medical emergencies, the elderly, blind or disabled heat-related service during cold weather period, or where the Company has notice that a serious impairment to health or safety is likely to result if service is not restored; or
 - (b) \$25 per day or portion of a day in all other cases.

GENERAL INFORMATION

C. Reconnection of Service - (Cont'd)

5. Penalty charges will not be applicable if the Commission or its designee determines that the Company had good cause for not reconnecting services within 24 hours. The Company has the burden of showing good cause.

6. Nonresidential water service that has been discontinued by being shut-off at the tap or at the street curb or by being locked or sealed by the Company, may be resumed by new application being filed.

D. Hydrants – Public or Private: Hydrants shall not be used except by permission of the Water Company, Fire Department Chiefs, or their assistants.

E. Rules Relating to the Installations of Mains, Services, Connections and Facilities and Extensions

1. (i) **Facilities Within Highway:** The Company will furnish, place, construct, operate, maintain and when necessary replace at their own cost and expense all mains, service pipes, service connections and other facilities within the territorial limits of 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 the State of New York, or other public place open to the general public for highway purposes, provided all necessary easements are furnished without cost to such corporation.

(ii) **Facilities Outside Highway:** Where such facilities will be constructed without the territorial limits of any street, avenue, road or way, or other public place open for highway purposes, the applicant shall be allowed to construct the facilities, where such arrangement results in lower cost or better time performance, using contractors and materials acceptable to the Company, pursuant to its water system specifications, based on safety and compatibility and, as to contractors, reputable past performance, and subject to inspection and approval by the Company based on such specifications. The additional cost of said inspections is to be paid by the applicant.

2. Upon written application of the owner or occupant of any property abutting on any such street, avenue, road or way or other public place within the distance specified in Section 6.E. – subparagraph 3(d) of the General Information General rules hereinafter of any main of the Company, appropriate to the service requested, the Company shall furnish, place and construct at its own cost and expense such mains, service pipes, within the limits of a street, avenue, road or way as hereinbefore defined, service connections and facilities as are necessary to render the service requested. Extension costs shall include the costs of labor, equipment and materials used in the extension installation, all paving charges for the repair or replacement of the street or sidewalk which may be disturbed in the course of such installation, the costs of inspection, amounts paid to government authorities for permits to do the work required, and other costs or taxes that are legally imposed by any government authority.

GENERAL INFORMATION

E. Rules Relating to the Installations of Mains, Services, Connections and Facilities and Extensions - (Cont'd)

3. Whenever an owner or occupant of any property abutting on any street, avenue, road or way or other public place as hereinbefore defined in which there is no water main within the distance specified in Section 6E – subparagraph 3(d) of the General Information General Rules hereinafter from said property makes a written application for service to the Company having authority to render service to said applicant, the Company will extend its system so as to serve said property, provided:

(a) said applicant will first have assured the Company that he will be a reasonably permanent customer by meeting the following conditions:

(i) the applicant will own or occupy a premises in a permanent structure and on a building lot which both comply with governmental building codes and requirements;

(ii) the applicant will take service for at least one year continually on an annual or seasonal basis; and

(iii) the applicant will take service within 60 days of completion of the main extension;

(b) the applicant shall first have executed an agreement, the terms of which shall provide substantially as follows:

(i) applicant shall agree to pay the Company the rates charged to customers served under Section 6E. – subparagraph 2 General Information General Rules above and in addition a surcharge of 19 percent (return, depreciation, taxes and maintenance) per year of the actual, reasonable cost of such portion of said main extension (excluding the cost of any service pipe, hydrants, and their accessories) that is in excess of the distance specified in Section 6E subparagraph 3(d) General Information General Rules hereinafter from the end of the nearest water main appropriate to the service requested if the size of said extension be six inches in nominal diameter or if the service requested requires a main larger than six inches in diameter or 19 percent of the estimated cost of a six-inch main if said Company lays a main greater than six inches in diameter when not necessary for the service requested; provided, however, that said surcharge be paid ratably at the end of each regular billing period; and that said surcharge shall begin at the date when water service is first available to the applicant and shall cease ten (10) years from that date;

(ii) whenever more than one customer shall be connected to said extension, including customers connected to said extension via a second main extension, said surcharge shall be so adjusted as to yield to the Company not more than said 19 percent in any one year from all customers served from said extension and said surcharge shall be reasonably allocated to the several customers served

GENERAL INFORMATION

E. Rules Relating to the Installations of Mains, Services, Connections and Facilities and Extensions - (Cont'd)

from said extension, taking into account that the distance of the main hereinafter specified and a service are to be allowed without surcharge for each customer connected directly thereto;

(iii) whenever the number of customers connected directly on a main extension multiplied by the distance specified in /Section 6E.-subparagraph 3(d) hereinafter shall equal or exceed the length of the main extension, all surcharges shall cease;

(iv) in lieu of the above surcharge, the applicant may at his option pay the cost of the main extension in excess of the distance hereinafter specified in Section 6.E.-subparagraph 3(d) hereinafter subject to annual refunds without interest related to the number of new customers added directly to the extension each year multiplied by the distance specified in Section 6E.-subparagraph 3(d) hereinafter; however, refunds shall cease after five (5) years or when the total of all refunds equals the amount of the original payment made by the applicant; and

(v) if the applicant has elected to pay the cost of the main extension under Section 6E.-subparagraph 3(b)(iv) above and an additional customer is connected to said extension via a second extension, the additional customer shall be charged a pro rata share of the cost of said extension not previously refunded times the percentage of the remaining refund period to the total refund period of five (5) years and such amount charged to the additional customer shall be credited to the applicant.

(c) the applicant shall first have furnished reasonable security as to performance of his agreement if so required by the Company; said reasonable security as to performance shall be by advance payment of the surcharge for a period not to exceed one (1) 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.

(d) the specified distance allowed for each applicant taking service from the main extension shall be 75 feet

4. That portion of the service pipe without the limits of a street, avenue, road or way as hereinbefore defined or easement area shall be provided, placed, constructed and maintained by the property owner of the customer but in accordance with such reasonable specification for the construction and maintenance thereof as may be filed in the tariff schedules of the Company.

GENERAL INFORMATION

E. Rules Relating to the Installations of Mains, Services, Connections and Facilities and Extensions - (Cont'd)

5. Whenever, at the request of an owner or occupant, a service pipe is provided through which service is not immediately desired, said property owner or occupant shall bear the entire reasonable expense of providing, placing and constructing the service pipe and accessories, but shall be entitled to a refund whenever water service is to begin for such part of the expense as the Company is hereinbefore required to assume. Such refund shall be the cost of said service pipe and accessories, less depreciation at the rate of three (3) percent per annum for the period which said pipe has been in the ground.

6. The Company shall hereafter be solely responsible for the maintenance and replacement of all mains, service pipes and facilities within a street, avenue, road or way as hereinbefore defined or easement area used by the Company for supplying water to its customers; and if adequate maintenance requires the reconstruction or replacement of such mains, service pipes and facilities, said mains, service pipes and facilities shall be reconstructed or replaced by the Company responsible for maintenance as hereinbefore provided. However, replacement or reconstruction of mains and service pipes less than two inches in diameter in excess of 75 feet in length heretofore installed and privately owned, shall be governed by the provisions of Section 6E – subparagraph 3 hereof.

7. An applicant who cannot qualify as a reasonably permanent customer may be required to deposit the entire cost of the main extensions and installed services, with the Company. The portion of the deposit related to the length of the main extension within the specified distance, as set forth in Section 6E – subparagraph 3(d) hereof, and the cost of the service, hydrants and accessories shall be refunded without interest within sixty (60) days of the applicant taking service and demonstrating reasonable permanency. For developers who are subdividing or preparing real estate for residential or commercial occupancy, who require the installation of utility plant in advance of occupancy, the Company may retain as a deposit the cost of the entire extension, subject to annual refunds without interest determined as the proportion of the number of customers connected directly to the extension that year multiplied by the distance specified in Section 6E. – subparagraph 3(d) herein, related to the total extension length. No further refunds will be made after five (5) years after the date construction of the extension is completed and approved or after the total of all refunds equals the amount of the deposit.

8. All line extensions shall require a line extension agreement setting forth the terms and conditions under which extension will be made, duly signed by the Company and applicant. No charges or conditions shall be obtained from or imposed upon the applicant for the provision and extension of water service, other than those contained in the line extension agreement in compliance with the Company's tariff or as approved by the Commission. One copy of each main extension agreement shall be filed by the Commission within 30 days of execution; or where such agreements may exceed ten (10) in number in any calendar year, the Company may instead maintain a file at the Company offices of such agreements and file a summary of such agreements by January 31 of the following year.

GENERAL INFORMATION

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: 37
REVISION: 0
SUPERSEDING REVISION:

E. Rules Relating to the Installations of Mains, Services, Connections and Facilities and Extensions (Cont'd)

9. As provided herein, petition may be made in writing in a specific case for waiver, modification or relief from any of the provision of these rules by stating the supporting facts and reasons for waiver. However, such petition shall not be made for waiver of the above Company Rules and Regulations until the Company has first obtained approval by the Department of Environmental Conservation and the town of service area modification which may be necessary to include the applicant within the Company's service area or franchised service territory. Nor shall the petition for waiver contain provisions which would not reasonably apply to any other similar applicant, or in any way be discriminatory.

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

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: 38
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

F. Agreement for Main Extension – Subject to Surcharge.

THIS AGREEMENT, made this _____ day of _____, between
NEW YORK AMERICAN WATER COMPANY, INC., a Corporation of the State of New York, with its principal
office at 733 Sunrise Highway, Lynbrook, New York, hereinafter called the “Company”; and _____

hereinafter called the “Applicant”, WITNESSETH:

ARTICLE ONE

THE COMPANY AGREES:

FIRST: To construct and maintain an extension to its main described as follows:

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To connect this property to said extension immediately upon completion thereof for the purpose of receiving regular water service therefrom.

SECOND: To pay for such service in accordance with the Company’s Schedule for Water Service (P.S.C. NO. 1 – Water) as from time-to-time published and effective, and to comply with the provision of this Schedule and other Rules and Regulations of the Company.

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

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: 39
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

F. Agreement for Main Extension – Subject to Surcharge. (Cont'd)

THIRD: To provide all easements and rights of way which the Company considers necessary, without cost to the Company.

FOURTH: In addition, to pay a surcharge until the obligation to do so shall terminate pursuant to this Agreement. The surcharge shall be at the rate of nineteen percent (19%) per year of the actual, reasonable cost of such portion of the said main extension (excluding the cost of any service pipe, hydrants and their accessories) that is in excess of seventy-five (75) feet distance from the end of the nearest water main appropriate to the service requested if the size of the extension is six inches or less in nominal diameter or if the service requested requires a main larger than six inches in diameter.

However, should the main be greater than six (6) inches in diameter, when not necessary for the service requested, the surcharge shall be limited to nineteen percent (19%) per year of the estimated cost of a six (6) inch main

The surcharge shall be paid ratably at the end of each regular billing period, beginning at the date when water service is first available to the Applicant.

It is understood and agreed that the purpose of the surcharge is to provide for revenue deficiencies accruing from this extension and is not for the purpose of paying any part of the cost of constructing the extension.

FIFTH: In the event that the Applicant ceases to be a customer of the Company, the obligation to pay surcharges shall continue, unless the new owner or occupant of the premises agrees to assume all obligations under this Agreement.

SIXTH: On or before the execution of this Agreement, to furnish the Company with reasonable security for the faithful performance of any covenants herein agreed to be performed by the Applicant. Reasonable security as to performance shall be by advance payment of the surcharge for a period not to exceed one (1) 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.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: Whenever more than one customer shall be connected to said extension, including customers connected to said extension via a second main extension, the surcharge mentioned in Article Two shall be so adjusted as to yield to the Company not more than nineteen percent (19%) in any one year from all customers served from said extension. Any customer connected to the initial extension via a second main extension shall execute a separate main extension agreement for the second extension.

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

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)

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: 41
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

G. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Company Performed Installation*

THIS AGREEMENT, made this _____ day of _____,
_____, between NEW YORK AMERICAN WATER
COMPANY, INC., a Corporation of the State of New York, with its principal office at 733 Sunrise Highway,
Lynbrook, New York, hereinafter called the “Company”; and

hereinafter called the “Applicant”, WITNESSETH:

ARTICLE ONE

In consideration of the performance by the Applicant of the covenants hereinafter set forth, the Company agrees:

FIRST: To install and maintain an extension to its mains as follows:

SECOND: To install and maintain service connections from the said main to the property line of each premises to be served.

THIRD: The estimated cost of said main extension, including taxes, the cost of the service connections and any other extension costs as defined in 16NYCRR Part 501 is _____

_____ Dollars (\$ _____).

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

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: 42
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

G. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Company Performed Installation* (Cont'd)

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To advance to 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 applicable taxes. The advance so paid shall be the absolute property of the Company. (The Company may require a separate check for that portion of the deposit representing taxes.)

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 (P.S.C. NO. 1 – Water), 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. Should further or additional longitudinal or lateral extensions be made from any point on this extension, the additional customer connected to the initial extension via the additional extension shall be charged a pro rata share of the remaining unrefunded advance times the percentage of the remaining refund period, to the total refund period of ten (10) years and such amount charged to the additional customer shall be credited and refunded to the Applicant.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the main extension, including the cost of the service connections is known, if the estimated cost exceeds the actual cost, the Company shall within ninety (90) days refund the difference and the proportionate amount of taxes to the Applicant. If the actual cost exceeds the estimated cost by 20% or more, or the Company does not make the required refund within ninety (90) days, the refund shall include interest from the ninety-first (91st) day. Such interest shall be at a rate equal to the then existing customer deposit rate established by the Public Service Commission.

SECOND: If the actual cost exceeds the Applicant's advance, the excess, including the proportionate amount of taxes, shall be paid to the Company by the Applicant within thirty (30) days of receipt of notice from the Company explaining the reason for the additional cost.

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

GENERAL INFORMATION

G. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Company Performed Installation* (Cont'd)

No refund on the advance shall be made to the applicant before the expiration of sixty (60) days from the date the Applicant takes service and demonstrates reasonable permanency.

At the expiration of sixty (60) days from the date the Applicant takes service and demonstrates reasonable permanency by satisfying the requirements of Section 6.E. – subparagraph 3(a) of the Company's General Information General Rules, the Applicant shall be entitled to a refund, without interest, of the portion of the deposit related to seventy-five (75) feet and the cost of the service, hydrants and accessories. The refund shall also include a proportionate amount of the taxes advanced pursuant to Paragraph FIRST of Article Two.

In addition, if the length of the main extension exceeds seventy-five (75) feet, at the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency by satisfying the requirements of Section 6.E. – subparagraph 3(a) of the Company's General Information General Rules, the Applicant may elect to enter into an Agreement for Main Extension – Subject to Surcharge, as set forth in Section 6.F of the Company's General Information General Rules, whereupon the Applicant will be subject to the terms and conditions of the Agreement for Main Extension – Subject to Surcharge. Upon the execution of the Agreement for Main Extension – Subject to Surcharge, the Applicant shall be entitled to a refund for the remainder of any difference between the amount of the advance and any other refunds accruing to the Applicant.

THIRD: If the length of the main extension exceeds seventy-five (75) feet and the Applicant does not elect to enter into an Agreement for Main Extension – Subject to Surcharge, as set forth in Section 6.F. of the Company's General Information General Rules, the Applicant shall be entitled to a refund without interest of a portion of the advance if additional reasonably permanent customers are connected directly to the main extension within five (5) years of the date the main extension was completed. Such refund shall be computed one (1) year after completion of the main extension and each of the next succeeding four (4) years. Such refund shall be equal to the number of new customers connected directly to the main extension during that year multiplied by seventy-five (75) feet and then multiplied by the average cost per foot of the main extension determined by dividing the total amount of the deposit by the total length of the main extension.

FOURTH: The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraphs FIRST, SECOND and THIRD hereof, shall expire five (5) years from the date of the said completion of the extension. The total amount of all refunds, as hereinabove set forth, shall in no case exceed the amount of the advance.

FIFTH: No interest on the refund will be paid except that if refunds are not made within sixty (60) days of the date the Applicant is entitled to a refund, the refund shall begin to accumulate interest at the then existing customer deposit rate established by the Public Service Commission beginning on the sixty-first (61st) day. 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.

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: 44
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

G. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Company Performed Installation* (Cont'd)

SEVENTH: 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 to the Company.

EIGHTH: The covenants contained herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

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

NEW YORK AMERICAN WATER COMPANY, INC.

Witness:

By: _____

Title: _____

By: _____

(Applicant's Name)

Title: _____

STATE OF NEW
YORK COUNTY OF

On the _____ day of _____ 20____, before me personally came _____ to me known, who being by me duly sworn did depose and say that he resides in _____; that he is the _____ of _____, the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

* Assumes application is for service to premises constructed or proposed to be constructed on a plot of land abutting on any existing or proposed street, avenue, road or public way that is for any highway purpose under the jurisdiction of the city, town, village, county or the State of New York, or any other public place open to the general public for highway purposes.

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

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: 45
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*.

THIS AGREEMENT, made this _____ day of _____,
_____, between NEW YORK AMERICAN WATER
COMPANY, INC, a Corporation of the State of New York, with its principal office at 733 Sunrise
Highway, Lynbrook, New York, hereinafter called the “Company”; and _____

hereinafter called the “Applicant”, WITNESSETH:

ARTICLE ONE

In consideration of the performance by the Applicant of the covenants hereinafter set forth, the Company agrees:

FIRST: To permit the Applicant to install an extension to its mains as follows:

SECOND: To permit the Applicant to install fire hydrants and service connections from the said main to the property line of each premises to be served.

THIRD:

- (a) The Applicant’s estimate of the cost of said main extension is _____ Dollars (\$_____).
- (b) The Applicant’s estimate of the cost of the service connection is _____ Dollars (\$_____).

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

GENERAL INFORMATION

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*. (Cont'd)

- (c) The Applicant's estimate of the cost of installing fire hydrants required for the extension is _____ Dollars (\$_____).
- (d) The Company's estimate of the said main extension is _____ Dollars (\$_____).
- (e) The Company's estimate of the cost of the service connection is _____ Dollars (\$_____).
- (f) The Company's estimate of the cost of installing fire hydrants required for the extension is _____ Dollars (\$_____).
- (g) The Company fees for inspection, testing and disinfection are _____ Dollars (\$_____).

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To advance to the Company, simultaneously with the execution of this Agreement, (1) the sum of _____ Dollars (\$_____) which represents the inspection, testing and disinfection fees; and (2) the sum of _____ Dollars (\$_____) which represents the taxes on the value of the labor and materials provided in connection with the main extension, the cost of the fire hydrants and service connections and the Company fees for inspection, testing and disinfection. The advance so paid shall be the absolute property of the Company. For purposes of determining the applicable taxes, the Company's cost estimates shall be used.

SECOND: To use contractors and materials acceptable to the Company. Said installation shall be pursuant to the Company's specifications, and shall be subject to the Company's inspection, testing and acceptance.

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

FOURTH: 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.

FIFTH: 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 (P.S.C. NO. 1 – Water), duly filed with the Public Service Commission of the State of New York, as may be amended from time-to-time.

GENERAL INFORMATION

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*. (Cont'd)

SIXTH: The title to the mains, fire hydrants, and service connections furnished and installed by the Applicant shall be and remain the sole property of the Company and the extension shall be and remain in a part of the distribution system of the Company for all purposes. The Applicant shall provide the Company with appropriate documentation conveying ownership. Should further or additional longitudinal or lateral extensions be made from any point on this extension, the additional customer on the additional main extension shall be charged a pro rata share of the unrefunded costs advanced by the Applicant times the percentage of the remaining refund period to the total refund period of ten (10) years. The amount so charged to the additional customer shall be credited to the Applicant.

SEVENTH: To indemnify and hold the Company harmless from and against any and all direct or indirect loss or expense, including without limitations any attorneys' fees or costs, relating to any damage or injury, including death, to any property or any person arising from, or occurring in connection with, its performance of any work contemplated by this Agreement, irrespective of whether any such damage or injury is caused by or results from the negligence of the Applicant or any officer, agent, employee or contractor of the Applicant or arising from or occurring in connection with any breach of this Agreement by the Applicant.

EIGHTH: Insurance – The Applicant agrees to provide, at its own expense, the following insurance coverages:

The Contractor shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Company, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Certificates of Insurance will be provided to the Company evidencing the required insurance listed below.

The Certificate of Insurance will be signed by an authorized representative of the insurance company(s). The authorized representative of the insurance company(s) shall include a statement certifying that all required insurance coverage and the amounts specified hereinafter are provided by the listed policies.

All insurance will be written on an occurrence basis. Contractor shall provide the following minimum amounts of insurance and require all Subcontractors to provide the following minimum amounts of insurance.

Type of Insurance	Amount of Insurance
Commercial General Liability	General Aggregate: \$2,000,000 Products and Completed Operations Aggreg: \$2,000,000 Personal & Advertising Injury: \$1,000,000 Each Occurrence: \$1,000,000 Fire Damage (any one fire): \$100,000

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: 48
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*. (Cont'd)

Coverage to include all premises and operations associated with the Work, Contractual Liability covering Contractors liability under the Indemnity provision of the Contract, Explosion, Collapse and Underground coverage, Personal Injury and Completed Operations coverage.

Business Automobile Liability \$1,000,000 Combined Single Limit

Coverage to be provided for any Auto, or all Owned, Hired and Non-Owned Autos.

Excess Liability \$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Coverage to be at least as broad as the underlying insurance

Workers' Compensation Statutory
And
Employers' Liability \$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease Each Employee

All-Risk Property Insurance Completed Value-Replacement Cost

The Company will be added as an additional insured on the Commercial General Liability, Business Automobile Liability, Umbrella Liability and All-Risk Property Insurance policies.

The Company will review the actual cost data, and at its sole discretion, shall determine whether such actual costs by component are reasonable.

All insurance policies will contain a provision stating that coverage will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Company.

All policies will contain a Waiver of Subrogation clause in favor of the Company.

Any and all deductibles contained in the policies of insurance described above will be assumed by and be for the sole account of the Contractor.

The Company has no responsibility to pay any insurance premiums for the policies of insurance required of the contractor under the Contract.

NINTH: To warrant that work performed in installing the main and appurtenances is free of any defect of equipment, material or workmanship. Such warranty shall continue for a period of two (2) years from completion and approval of the extension or within such longer period of time as may be prescribed by law. Under this warranty, the Applicant, under Company supervision, shall remedy at its own expense any such failure to conform or any such defect upon receipt of written notice from the Company within a reasonable time after the discovery of any

GENERAL INFORMATION

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

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*. (Cont'd)

failure, defect or damage. In addition, during the aforesaid warranty period, the Applicant shall remedy at its own expense, under Company supervision, any damage to Company-owned or controlled real or personal property, when that damage is the result of any such defect of equipment, material or workmanship installed by the Applicant. The Applicant's warranty, with respect to work repaired or replaced herein, will run for the longer of the initial two-year warranty period specified hereinabove or one year from the date of such repair or replacement. During the warranty period as defined herein, the Applicant shall reimburse the Company for the costs of any emergency repairs undertaken by the Company to maintain the system in good working order.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the main extension, including the cost of the service connections and fire hydrants, is known, the Applicant shall notify the Company and provide the cost documentation required by the Company. The Company will review the actual cost data and, at its sole discretion, shall determine whether such actual costs by component are reasonable.

SECOND: If the actual reasonable cost of the main extension, service connections and hydrant installations as determined by the Company is greater than the Company's estimates, as specified in Article One – Paragraph THIRD herein, then the Applicant shall within thirty (30) days advance to the Company an amount equal to the taxes on the additional value of the entire extension. If the actual reasonable cost as determined by the Company is less than the Company's estimates, as specified in Article One – Paragraph THIRD herein, then the Company will refund within sixty (60) days an amount equal to the taxes on the reduction in the value of the entire extension.

THIRD: No refund of the cost of the installation shall be made to the Applicant before the expiration of sixty (60) days from the date the Applicant takes service and demonstrates reasonable permanency.

At the expiration of sixty (60) days from the date the Applicant takes service and demonstrates reasonable permanency by satisfying the requirements of Section 6.E – subparagraph 3(a) of the Company's General Information General Rules, 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 and the cost of the service, hydrants, for which revenue is being collected through hydrant charges, and accessories. The refund shall include a proportionate amount of the taxes advanced to the Company pursuant to Paragraph FIRST of Article Two.

In addition, if the length of the main extension exceeds seventy-five (75) feet, at the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency by satisfying the requirements of Section 6.E – subparagraph 3(a) of the Company's General Information General Rules, the Applicant may elect to enter into an Agreement for Main Extension – Subject to Surcharge, as set forth in Section 6.F of the Company's General Information General Rules, whereupon the Applicant will be subject to the terms and conditions of the Agreement for Main Extension – Subject to Surcharge. Upon the execution of the Agreement for Main Extension – Subject to Surcharge, the Applicant shall be entitled to a refund for the remainder of any difference between the amount of the advance and any other refunds accruing to the Applicant.

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: 50
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*. (Cont'd)

FOURTH: If the length of the main extension exceeds seventy-five (75) feet and the Applicant does not elect to enter into an Agreement for Main Extension – Subject to Surcharge, as set forth in Section 6F. of the Company's General Information General Rules, the Applicant shall be entitled to a refund without interest of a portion of the advance if additional reasonably permanent customers are connected directly to the main extension within five (5) years of the date the main extension was completed. Such refund shall be computed one (1) year after completion of the main extension and each of the next succeeding four (4) years. Such refund shall be equal to the number of new customers connected directly to the main extension during that year multiplied by seventy-five (75) feet and then multiplied by the average cost per foot of the main extension determined by dividing the total amount of the deposit by the total length of the main extension.

FIFTH: The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraphs THIRD and FOURTH hereof, shall expire five (5) 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 estimate together with associated taxes, or in the event the actual cost is less than Applicant's estimate, then the refund shall not exceed the actual cost of the extension together with associated taxes.

SIXTH: No interest on the refund will be paid except that if refunds are not made within sixty (60) days of the date the Applicant is entitled to a refund, the refund shall begin to accumulate interest beginning on the sixty-first (61st) day at the then existing customer deposit 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.

SEVENTH: 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.

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

NINTH: The covenants contained herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

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

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: 51
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation*. (Cont'd)

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

NEW YORK AMERICAN WATER COMPANY, INC.

Witness:

By: _____

Title: _____

By: _____

(Applicant's Name)

Title: _____

STATE OF NEW YORK)
COUNTY OF)

On this _____ day of _____ 20__ , before me personally came _____ to me known, who being by me duly sworn did depose and say that he resides in _____ ; that he is the _____ of _____, the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

* Assumes application is for service to premises constructed or proposed to be constructed on a plot of land abutting on any existing or proposed street, avenue, road or public way that is for any highway purpose under the jurisdiction of the city, town, village, county or the State of New York, or any other public place open to the general public for highway purposes.

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

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: 52
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

I. Construction Loan Agreement for Real Estate Development with Company Performed Installation*.

THIS AGREEMENT, made this _____ day of _____, _____,
between NEW YORK AMERICAN WATER COMPANY, INC., a Corporation of the State of New York,
with its principal office at 733 Sunrise Highway, Lynbrook, New York, hereinafter called the “Company”;
and

hereinafter called the “Applicant”, WITNESSETH:

ARTICLE ONE

In consideration of the performance by the Applicant of the covenants hereinafter set forth, the Company agrees:

FIRST: To install and maintain an extension to its mains as follows:

SECOND: To install and maintain service connections from the said main to the property line of each premises to be served.

THIRD: The estimated cost of said main extension, including taxes, the cost of the service connections and any other extension costs as defined in 16NYCRR Part 501 is _____ Dollars (\$_____).

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

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: 53
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

I. Construction Loan Agreement for Real Estate Development with Company Performed Installation*. (Cont'd)

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To advance to 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 all applicable taxes and other extension costs as defined in 16NYCRR Part 501. The advance so paid shall be the absolute property of the Company. (The Company may require a separate check for that portion of the deposit representing taxes.)

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 (P.S.C. NO. 1 – Water), 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. Should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall not by reason thereof, be entitled to any credits or refund therefrom.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the main extension, including the cost of the service connections is known, if the estimated cost exceeds the actual cost, the Company shall within ninety (90) days refund the difference and the proportionate amount of taxes to the Applicant. If the Company does not make the applicable refund within the ninety (90) day period or if the amount by which the estimated cost exceeds the actual cost is 20% or more of the estimated cost then the refund shall accrue interest from the ninety-first (91st) day at a rate equal to the then existing customer deposit rate established by the Public Service Commission.

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

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: 54
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

I. Construction Loan Agreement for Real Estate Development with Company Performed Installation*. (Cont'd)

SECOND: (a) If the actual cost exceeds the Applicant's advance, the excess, including the proportionate amount of taxes, shall be paid to the Company by the Applicant within thirty (30) days of receipt of notice from the company explaining the reason for the additional cost.

Except as provided in subparagraph (b) below, no refund on the advance shall be made to the Applicant before the expiration of one (1) year from the date of the completion of the extension, i.e. the date when water service becomes available to the premises to be served by the extension.

At the expiration of one (1) year from the date of completion of the aforesaid extension and annually thereafter for a period of up to five (5) years from the date of completion of the aforesaid extension, the Applicant shall be entitled to a refund, without interest. Such refund shall be equal to the number of new reasonably permanent customers connected directly to the main extension during that year multiplied by seventy-five feet and then multiplied by the average cost per foot of the main extension determined by dividing the total amount of the deposit by the total length of the main extension. Any refund made shall include a proportionate amount of taxes.

(b) The cost of installing the fire hydrants shall be refunded to the Applicant at such time as the hydrants become usable and revenue is collected through hydrant charges.

THIRD: The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraphs FIRST and SECOND hereof, shall expire five (5) years from the date of the said completion of the extension. The total amount of all refunds, as hereinabove set forth, shall in no case exceed the amount of the advance.

FOURTH: No interest on the refund accrued pursuant to Paragraph SECOND hereof will be paid except that if refunds are not made within sixty (60) days of the date the Applicant is entitled to a refund, the refund shall begin to accumulate interest at the then existing customer deposit rate established by the Public Service Commission beginning on the day the Applicant is entitled to the refund. Such interest obligation shall cease when a reasonable effort has been made by the Company to tender the refund.

FIFTH: 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.

SIXTH: 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 to the Company.

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

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: 55
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

I. Construction Loan Agreement for Real Estate Development with Company Performed Installation*. (Cont'd)

SEVENTH: The covenants contained herein are to apply and bind the heirs, executors, administrators, successors and assigns of the respective parties.

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: _____

By: _____

(Applicant's Name)

Title: _____

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

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: 56
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

I. Construction Loan Agreement for Real Estate Development with Company Performed Installation*. (Cont'd)

STATE OF NEW YORK)
COUNTY OF)

On this _____ day of _____, 20__ , before me personally came _____ to me known, who being by me duly sworn did depose and say that he resides in _____; that he is the _____ of _____, the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

* Assumes application is for service to premises constructed or proposed to be constructed on a plot of land abutting on any existing or proposed street, avenue, road or public way that is for any highway purpose under the jurisdiction of the city, town, village, county or the State of New York, or any other public place open to the general public for highway purposes.

J. Construction Loan Agreement for Real Estate Development with Applicant Performed Installation*.

THIS AGREEMENT, made this _____ day of _____, _____, between NEW YORK AMERICAN WATER COMPANY, INC., a Corporation of the State of New York, with its principal office at 733 Sunrise Highway, Lynbrook, New York, hereinafter called the "Company"; and

hereinafter called the "Applicant", WITNESSETH:

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

GENERAL INFORMATION

J. Construction Loan Agreement for Real Estate Development with Applicant Performed Installation*. (Cont'd)

ARTICLE ONE

In consideration of the performance by the Applicant of the covenants hereinafter set forth, the Company agrees:

FIRST: To permit the Applicant to install an extension to its mains as follows:

SECOND: To permit the Applicant to install fire hydrants and service connections from the said main to the property line of each premises to be served.

THIRD:

- (a) The Applicant's estimate of the cost of said main extension, including the cost of service connections is _____ Dollars (\$_____).
- (b) The Applicant's estimate of the cost of installing fire hydrants required for the extension is _____ Dollars (\$_____).
- (c) The Company's estimate of installing the main extension, including the cost of service connections is _____ Dollars (\$_____).
- (d) The Company's estimate of the cost of installing fire hydrants required for the extension is _____ Dollars (\$_____).
- (e) The Company fees for inspection, testing and disinfection are _____ Dollars (\$_____).

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

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: 58
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

J. Construction Loan Agreement for Real Estate Development with Applicant Performed Installation*. (Cont'd)

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To advance to the Company, simultaneously with the execution of this Agreement, (1) the sum of _____ Dollars (\$ _____), which represents the inspection, testing and disinfection fees; and (2) the sum of _____ Dollars, which represents taxes on the value of the labor and materials provided in connection with the main extension, the cost of the fire hydrants, service connections and the Company fees for inspection, testing and disinfection. The advance so paid shall be the absolute property of the Company. For purposes of determining the applicable taxes, the Company's cost estimates shall be used.

SECOND: To use contractors and materials acceptable to the Company. Said installation shall be pursuant to the Company's specifications, and shall be subject to the Company's inspection, testing and acceptance.

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

FOURTH: 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.

FIFTH: 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 (P.S.C. NO. 1 – Water), duly filed with the Public Service Commission of the State of New York, as may be amended from time-to-time.

SIXTH: The title to the mains, fire hydrants, and service connections furnished and installed by the Applicant 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. The Applicant shall provide the Company with appropriate documentation conveying ownership. Should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall not by reason thereof, be entitled to any credits or refund therefrom.

SEVENTH: To indemnify and hold the Company harmless from and against any and all direct or indirect loss or expense, including without limitations any attorneys' fees or costs, relating to any damage or injury, including death, to any property or any person arising from, or occurring in connection with, its performance of any work completed by this Agreement, irrespective of whether any such damage or injury is caused by or results from the negligence of the Applicant or any officer, agent, employee or contractor of the Applicant or arising from or occurring in connection with any breach of this Agreement by the Applicant.

EIGHTH: Insurance – The applicant agrees to provide, at its own expense, the following insurance coverages;

The Contractor shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Company, nor shall the contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Certificates of Insurance will be provided to the Company evidencing the required insurance listed

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

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: 59
REVISION: 0
SUPERSEDING REVISION:

GENERAL INFORMATION

J. Construction Loan Agreement for Real Estate Development with Applicant Performed Installation*. (Cont'd)

below. The Certificates of Insurance will be signed by an authorized representative of the insurance company(s). The authorized representative of the insurance company(s) shall include a statement certifying that all required insurance coverage and the amounts specified hereinafter are provided by the listed policies.

All insurance will be written on an occurrence basis. Contractor shall provide the following minimum amounts of insurance and require all Subcontractors to provide the following minimum amounts of insurance.

Type of Insurance	Amount of Insurance
Commercial General Liability	General Aggregate: \$2,000,000 Products and Completed Operations Aggreg. \$2,000,000 Personal & Advertising Injury: \$1,000,000 Each Occurrence: \$1,000,000 Fire Damage (any one fire): \$100,000

Coverage to include all premises and operations associated with the Work, Contractual Liability covering Contractors liability under the Indemnity provision of the Contract, Explosion, Collapse and Underground coverage, Personal Injury and Completed Operations coverage.

Business Automobile Liability	\$1,000,000 Combined Single Limit
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Coverage to be provided for any Auto, or all Owned, Hired and Non-Owned Autos.

Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
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Coverage to be at least as broad as the underlying insurance.

Workers' Compensation And Employers' Liability	Statutory \$500,000 Each Accident \$500,000 Disease-Policy Limit \$500,000 Disease Each Employee
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All-Risk Property Insurance	Complete Value-Replacement Cost
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The Company will be added as an additional insured on the Commercial General Liability, Business Automobile Liability, Umbrella Liability and All-Risk Property Insurance policies.

All insurance policies will contain a provision stating that coverage will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Company.

All policies will contain a Waiver of Subrogation clause in favor of the Company.

GENERAL INFORMATION

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

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: 60
REVISION: 0
SUPERSEDING REVISION:

J. Construction Loan Agreement for Real Estate Development with Applicant Performed Installation*. (Cont'd)

Any and all deductibles contained in the policies of insurance described above will be assumed by and be for the sole account of the Contractor.

The Company has no responsibility to pay any insurance premiums for the policies of insurance required of the Contractor under the Contract.

NINTH: To warrant that work performed in installing the main and appurtenances is free of any defect of equipment, material or workmanship. Such warranty shall continue for a period of two (2) years from completion and approval of the extension or within such longer period of time as may be prescribed by law. Under this warranty, the Applicant, under Company supervision, shall remedy at its own expense any such failure to conform or any such defect upon receipt of written notice from the Company within a reasonable time after the discovery of any failure, defect or damage. In addition, during the aforesaid warranty period, the Applicant shall remedy at its own expense, under Company supervision, any damage to Company-owned or controlled real or personal property, when that damage is the result of any such defect of equipment, material or workmanship installed by the Applicant. The Applicant's warranty, with respect to work repaired or replaced herein, will run for the longer of the initial two-year warranty period specified hereinabove or one year from the date of such repair or replacement. During the warranty period as defined herein, the Applicant shall reimburse the Company for the costs of any emergency repairs undertaken by the Company to maintain the system in good working order.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the main extension, including the cost of the service connections and fire hydrants, is known, the Applicant shall notify the Company and provide the cost documentation required by the Company. The Company will review the actual cost data and, at its sole discretion, shall determine whether such actual costs by component are reasonable.

SECOND: If the actual reasonable cost of the main extension, service connections and hydrant installations as determined by the Company is greater than the Company's estimates, as specified in Article One-Paragraphs THIRD (c) and (d) herein, then the Applicant shall within thirty (30) days advance to the Company an amount equal to the taxes on the additional value of the entire extension. If the actual reasonable cost as determined by the Company is less than the Company's estimates, as specified in Article one – paragraphs THIRD (c) and (d) herein, then the Company will refund within sixty (60) days an amount equal to the taxes on the reduction in the value of the entire extension.

THIRD: (a) Except as provided in Paragraph SECOND hereof and subparagraph (b) below, no refund of the cost of the installation shall be made to the Applicant before the expiration of one (1) year from the date of the completion and approval of the extension.

At the expiration of one (1) year from the date of completion of the aforesaid extension, and annually thereafter for a period of up to five (5) years from the date of completion of the aforesaid extension, the Applicant shall be entitled to a refund of the cost of the extension, without interest. Such refund shall be equal to the

GENERAL INFORMATION

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

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: 61
REVISION: 0
SUPERSEDING REVISION:

J. Construction Loan Agreement for Real Estate Development with Applicant Performed Installation*. (Cont'd)

number of new reasonably permanent customers connected directly to the main extension during that year multiplied by seventy five feet and then multiplied by the average cost per foot of the main extension determined by dividing the total amount of the deposit by the total length of the main extension. The refund shall include a proportionate amount of the taxes advanced to the Company pursuant to Paragraph FIRST of Article Two.

(b) The reasonable cost of installing the fire hydrants including a proportionate amount of the taxes advanced to the Company pursuant to Article Two – Paragraph FIRST shall be refunded to the Applicant at such time as the hydrants become usable and revenue is collected through hydrant charges.

FOURTH: The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraphs SECOND and THIRD hereof, shall expire five (5) 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 actual cost of the extension as determined by the Company together with taxes advances.

FIFTH: No interest will be paid on the refund, except that if refunds are not made within sixty (60) days of the date refunds begin to accrue, the refund shall begin to accumulate interest beginning on the sixty-first (61st) day at the then existing customer deposit 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.

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 the Agreement, the Company shall have the right to terminate this Agreement.

EIGHTH: The covenants contained herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

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: _____

By: _____

(Applicant's Name)

Title: _____

GENERAL INFORMATION

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

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: 62
REVISION: 0
SUPERSEDING REVISION:

**J. Construction Loan Agreement for Real Estate Development with Applicant
Performed Installation*. (Cont'd)**

STATE OF NEW YORK)
COUNTY OF)

On this _____ day of _____ 20__ , before me personally came _____
to me known, who being by me duly sworn did depose and say that he resides in _____;
that he is the _____ of _____, the corporation described in and which executed
the above instrument; that he knows the corporate seal of said corporation; was so affixed by order of the
Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

* Assumes application is for service to premises constructed or proposed to be constructed on a plot of land abutting on any existing or proposed street, avenue, road or public way that is for any highway purpose under the jurisdiction of the city, town, village, county or the State of New York, or any other public place open to the general public for highway purposes.

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

GENERAL INFORMATION

K. Cross Connection Control

The following provisions are intended to implement the Company's general right to protect its water supply from contamination and more specifically, to implement the cross connection control responsibilities imposed on the Company by the Public Health Law and the State Sanitary Code. A cross connection means a physical connection through which a water supply could be contaminated via the intrusion of a contaminant from the customer's premises as a result of backflow. Backflow is a reversal in the normal or intended flow of water because of a differential in pressure that causes the flow of water into the distribution system from any source other than its intended source.

1. Upon determination of the Company or the State Commissioner of Health or, when duly authorized, a local Health Department, that a potential for contamination exists and that a backflow prevention device is required by provisions then in force under the State Sanitary Code or under guidelines issued by the State Commissioner of Health in force at such time, such device will be provided by and installed at the expense of the customer. The State Sanitary Code essentially provides that in such event, the customer shall submit plans prepared by a professional engineer (or architect) licensed and registered in New York State. Such plans are to be approved by the State Health Department after review by the Company. The State Sanitary Code also provides that the customer shall have the protective device tested annually. The customer will be responsible for all plan submissions, maintenance, testing and reporting procedures required for the device in accordance with the State Sanitary Code.
2. The State Health Department Guidelines regarding cross connection control, including a list of typical establishments requiring devices, are available to the customer upon request from the local Health Department. Details of the Company's cross connection program are also available to the customer upon request.
3. If the customer disagrees with a finding for the need of a backflow prevention device, the type of device or the amount of time given to submit plans or to install the device, the customer has the right to appeal to the State Commissioner of Health. The customer's appeal shall be submitted to the Company and the State Commissioner of Health within 30 days of the notification of the need for the device. The determination of such appeal by the State Commissioner of Health shall be conclusive.
4. The Company may discontinue service to a customer who fails to comply with the requirements of the State Sanitary Code or the Public Health Law pertaining to cross connections or the finding and/or determination referred to in the preceding paragraph.
5. The Company, through its properly authorized agents and assistance, may request and, upon the consent of the customer, may enter the premises of any customer who is supplied with water to examine the pipes and fixtures, backflow prevention devices, the quantity of water used, the manner and nature of water used, types of stored materials, supplies and products, processes, private wells, swimming pools, underground irrigation systems, fire sprinkler systems, solar heating systems, or any other products or processes which may endanger the quality of the Company's water supply.

GENERAL INFORMATION

K. Cross Connection Control (Cont'd)

6. Water service may be discontinued by the Company for refusal to grant access for the aforementioned purposes: (a) where the Company has a reasonable basis to believe, from the nature or use of such premises, that a determination should be made as to the existence, non-existence or degree of contamination hazard; or (b) where the activities there are comparable or similar to those of typical establishments listed in the State Department of Health guidelines as requiring protective devices.

7. The Company may discontinue service to a customer's premises forthwith in the event of an actual or imminent contamination, pending its abatement, where such contamination threatens the health or safety of persons or the Company's water supply.

8. All backflow devices are to be tested on an annual basis by a certified backflow tester in accordance with the State Sanitary Code – part 5-1.31 on a schedule set by the Company. Failure to comply with the annual testing will result in the discontinuance of water service.

9. All backflow devices need to be disassembled for the inspection of internal parts by a certified backflow tester every 5 years in accordance with the State Sanitary Code – part 5-1.31.

L. Inspection and Examination of Company Apparatus

1. In accordance with 16 NYCRR, Part 14.18, the Company has the right to inspect as follows: (a) an agent of the Company may enter, at all "reasonable" times, any location supplied with service by the Company for inspection and examination of its equipment related to the provision of such service; and (b) an agent of the Company will not enter locked premises without permission of a person lawfully in control of the premises, unless (i) explicitly authorized by court order or (ii) when an emergency may threaten the health or safety of a person, the surrounding area or the Company's distribution system.

2. The Company will conduct a field inspection: (a) as soon as reasonably possible, but no more than 60 calendar days after a customer request; or (b) upon receiving a directive by the Public Service Commission or its designee.

M. Sprinkling

The charge for water service includes the use of water for sprinkling. There may be periods of drought when, in the opinion of the Company, it may be necessary to restrict the use of sprinkling to certain definite periods or to prohibit it entirely. In this event, all customers with the sprinkling privilege will be notified.

N. Wartime Emergency

During the wartime emergency, water service will be furnished by New York American Water Company, Inc., subject to the provisions of orders and the amendments and interpretations thereof, of any competent Federal body having authority or jurisdiction over such service, notwithstanding anything to the contrary in the rules and regulations of this Company and the terms and conditions of service as set forth in this rate schedule.

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: 65
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 1

APPLICABLE TO USE OF SERVICE FOR:

Use by general customers.

CHARACTER OF SERVICE:

Continuous.

RATE:

For all quantities of water used by customers billed quarterly, the following rates shall apply: First:
75,000 gals. per quarter @ \$ 0.4726 per hundred gals.
All over 75,000 gals. per quarter @ \$ 0.2859 per hundred gals.

MINIMUM CHARGES, QUARTERLY:

<u>Size of Meter</u>	<u>Charge</u>	<u>Allowance</u>
5/8"	\$42.53	9,000 gals.
3/4"	56.71	12,000 gals.
1"	99.25	21,000 gals.
1-1/4"	141.78	30,000 gals.
1-1/2"	184.31	39,000 gals.
2"	297.74	63,000 gals.
3"	483.11	120,000 gals.
4"	706.11	198,000 gals.
6"	1,255.04	390,000 gals.
8"	1,941.20	630,000 gals.
10"	2,713.13	900,000 gals.
12"	3,570.83	1,200,000 gals.

TERMS OF PAYMENT:

Net cash. Subject to a late payment charge in accordance with the provisions of General Information V-N. Minimum charge payable in arrears from the date of meter installation, plus the charge for excess water used during the preceding period over the minimum allowance.

Where a premise is supplied through more than one meter at the request of the Customer, then each meter shall be treated separately, the registration shall not be combined, and the proper minimum charge applied to each meter.

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

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: 66
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 1 (Cont'd)

TERMS:

Terminable by the customer at any time on not less than ten days' written notice to the Company, and in accordance with the discontinuance provision provided in General Information 5, Payment of Water Service (m).

SPECIAL PROVISIONS – SEASONAL SERVICE:

Customers who take service for six consecutive months or less will be considered as seasonal customers. The minimum charge for a seasonal customer shall be twice the minimum quarterly charge set forth in the above schedule for which he will be allowed each quarter, the quarterly water allowance set forth in the above schedule.

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

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: 67
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 2

APPLICABLE TO USE OF SERVICE FOR:

Private Fire Protection

CHARACTER OF SERVICE:

Continuous

RATE:

Customers within:

Village of Sea Cliff)	
Glen Head – Glenwood Water District including the)	\$748.62 per hydrant
Village of Old Brookville)	per annum
Village of Roslyn Harbor)	

MINIMUM CHARGE

None

TERMS OF PAYMENT

Net cash, payable quarterly in arrears at the office of New York American Water Company, Inc., 733 Sunrise Highway, Lynbrook, New York, 11563, subject to a late payment charge in accordance with the provisions of General Information 5.O.

TERMS

One year. Discontinuance on ten days written notice prior to the expiration date.

SPECIAL PROVISIONS:

- (a) Each fire service installation is to be used solely and exclusively for fire protection. Water for any other purpose shall not be drawn from a private fire service connection, except that the Company will permit the use of water for test purposes upon three (3) days prior notification to the Company. The use of water in violation of the terms of this provision shall result in cancellation of service under this classification.
- (b) The Company may seal hydrants and other fixtures connected to a private fire service connection. Such seals shall be broken in case of fire or as specially permitted by the Company, and the customer must immediately notify the Company of the breaking of any such seal.

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

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: 68
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 3

APPLICABLE TO USE OF SERVICE FOR:

Public Fire Protection

CHARACTER OF SERVICE:

Continuous

RATE:

Customers within:

Village of Sea Cliff)	
Glen Head – Glenwood Water District including the)	\$748.62 per hydrant
Village of Old Brookville)	per annum
Village of Roslyn Harbor)	

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Net cash, payable quarterly in arrears at the office of New York American Water Company, Inc., 733 Sunrise Highway, Lynbrook, New York, 11563, subject to a late payment charge in accordance with the provisions of General Information 5.O.

TERMS

One year. Discontinuance on ten days written notice prior to the expiration date.

SPECIAL PROVISIONS:

None.

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

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: 69
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 4

APPLICABLE TO USE OF SERVICE FOR:

Private Fire Protection – risers for hose connections and/or sprinkler head.

CHARACTER OF SERVICE:

Continuous

RATE:

Flat	Per <u>Annum</u>	Per <u>Quarter</u>
Through 2” fire service connection or less	\$299.24	\$ 74.81
Through 3” fire service connection	482.52	120.63
Through 4” fire service connection	598.48	149.62
Through 6” fire service connection	1,194.52	298.63
Through 8” fire service connection	2,389.68	597.42

MINIMUM CHARGE:

As above

TERMS OF PAYMENT:

Net cash, payable quarterly in advance at the office of New York American Water Company, Inc., 733 Sunrise Highway, Lynbrook, New York, 11563, subject to a late payment charge in accordance with the provisions of General Information 5.O.

TERMS:

Agreement effective for term of not less than one year. Service may be discontinued after one year upon ten (10) days prior notice to the Company.

SPECIAL PROVISIONS:

(a) Each fire service installation is to be used solely and exclusively for fire protection. Water for any other purpose shall not be drawn from a private fire service connection except that the Company will permit the use of water for test purposes upon three (3) days prior notification to the Company. The use of water in violation of the terms of this provision shall result in cancellation of service under this classification, whereupon the customer shall be rendered service under General Water Service Classification No. 1 and shall pay the rates set forth therein.

(b) A detector check valve with by-pass shall be furnished and installed by the Customer just inside the building wall or other convenient location on the Customer’s premises between any unmetered outlet connection and any general service connection.

(c) The Company reserves the right to install a meter at any time.

(d) Where the Customer, in order to reduce piping cost within the building, desires to use the fire line for general service, the Company will permit the installation of a detecto check and a by-pass with a smaller sized meter around it.

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

PSC NO: 3 – WATER
COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.
INITIAL EFFECTIVE DATE: July 1, 2014
Issued in compliance with order in Case 14-W-0215 dated 06/26/2014

LEAF: 70
REVISION: 0
SUPERSEDING REVISION:

SERVICE CLASSIFICATION NO. 5

APPLICABLE TO USE OF SERVICE FOR:

Glenwood Water District (“Purchaser”), a Special District in the State of New York, pursuant to the Water Sales Agreement by and between Glenwood Water District and New York American Water Company, Inc. (“Company”), dated June 11, 2014.

CHARACTER OF SERVICE:

Short term supplemental water sale on an “as-available” basis.

RATE:

First 1,000,000 gals. per month @ \$0.325 per hundred gallons
All in excess of 1,000,000 gals. @ \$0.375 per hundred gallons

PURCHASE PERIOD LIMITATIONS:

MGD (avg): 0.0488 (48,800 gallons)
MGD (max): 0.122 (122,000 gallons)
MGM: 1.513 (31 day month)
MGY: 17.812

TERMS OF PAYMENT:

Meters will be read weekly and billed monthly, and invoices will be rendered no later than 10 days after the concluding monthly meter reading date. Purchaser shall pay the amount of the invoice within 30 days from the bill date. Invoices will be rendered based on the amount of water delivered to Purchaser.

Issued by: William M. Varley, President, 60 Brooklyn Avenue, Merrick, NY 11566
(Name of Officer, Title, Address)

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

STATEMENT TYPE: CIS
STATEMENT NO: 1

Capital Improvement Surcharge (CIS)

The CIS surcharge will apply to costs associated with the replacement of the Sea Cliff standpipe with a new 600,000 gallon elevated storage facility. The company will be allowed to recover the annual revenue requirement associated with the capital costs of the new facility and the annual depreciation accrual.

The annual revenue requirement will be computed as follows. The pre-tax rate of return (pre-tax ROR) will be applied to the net capital expenditures (actual capital expenditures less customer deferred property tax and interest rate reconciliation credit) incurred to complete the project, net of the associated retirements, accelerated deferred income taxes (“ADIT”), bonus depreciation, customer deferred credit and accumulated depreciation reserve, i.e., the net rate base (NRB). An allowance for an annual depreciation accrual will be computed by applying the annual depreciation rate of 1.824% to the net capital expenditures incurred. These two amounts will be added and the total divided by the average number of metered customers (ANC) during the most recent calendar year as indicated in the below formula. The result will be divided by four to determine the quarterly surcharge for each metered customer.

$$\text{CIS quarterly surcharge} = \frac{((\text{NRB} \times \text{Pre-tax ROR}) + D)}{(4 \times \text{ANC})}$$

Where:

NRB = the cost of the applicable storage facility net of associated retirements, ADIT, bonus depreciation, customer deferred credit and accumulated depreciation reserve

Pre-tax ROR = 9.23%

D = the annual depreciation accrual on the net additions

ANC = average number of metered customers during the most recent calendar year

Effective with this statement, the quarterly CIS surcharge beginning January 1, 2010 is \$9.23 per metered customer and the monthly CIS surcharge is \$3.08. The CIS surcharge will remain in effect until the company’s next rate proceeding, at which time the NRB and the annual depreciation accrual associated with the new storage facility will be included in base rates and the CIS surcharge will cease.

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

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

STATEMENT TYPE: GRT
STATEMENT NO: 1

GENERAL INFORMATION

TAX STATEMENT NO. 1

A. Pursuant to Case No. 27611, Case No. 98-M-0489 and Case No. 00-M-1556, all customer billings will be subject to an effective New York State Gross Receipts Tax. In addition, customers may be subject to local utility revenue taxes.

B. Revenue based taxes will be subject to the following Area Rate Adjustments:

	<u>Aggregate Tax Rate</u>	<u>Effective Aggregate Tax %*</u>
Incorporated Village of Sea Cliff	100%	1.01%
All Other Areas	.00%	.00%

$$\text{*Effective Aggregate Tax \%} = \frac{\text{Aggregate Tax Imposed (\%)}}{100 - \text{Aggregate Tax Imposed \%}}$$

C. Change in the local utility tax rate from that stated above may be modified by the utility by filing a tariff statement allowing the new rate to become effective 15 days after such occurrence.

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

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

STATEMENT TYPE: MTA
STATEMENT NO: 1

GENERAL INFORMATION

MTA TAX STATEMENT NO. 1

MTA Tax Statement is hereby eliminated coincident with the elimination of the State Gross Income Tax, effective January 1, 2005.

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

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

STATEMENT TYPE: PTR
STATEMENT NO: 1

GENERAL INFORMATION

PROPERTY TAX REFUND STATEMENT NO. 1

Pursuant to Case No. 06-W-0161, the Company is authorized to refund its customers \$1,023,462.80 to reflect the Company's settlement agreement with the County of Nassau Assessment Review Commission where by the Company challenged property value assessments for tax periods 1993/94 through 2002/03. The table below shows the total amount (including interest) to be refunded to each of the Company's customers via a one-time credit to each customer's next scheduled water bill effective October 1, 2006.

RESIDENTIAL CUSTOMERS' SHARE

<u>Meter Size</u>	<u>Refund Per Customer</u>
5/8 inch	\$174.77
3/4 inch	\$233.04
1 inch	\$407.84
1 ½ inch	\$757.38
2 inch	\$1,223.49
4 inch	\$2,901.59

COMMERCIAL CUSTOMERS' SHARE

<u>Meter Size</u>	<u>Refund Per Customer</u>
5/8 inch	\$176.64
3/4 inch	\$235.53
1 inch	\$412.22
1 ½ inch	\$765.50
2 inch	\$1,236.61
3 inch	\$2,006.51
4 inch	\$2,932.70
6 inch	\$5,212.58
8 inch	\$8,062.43

PRIVATE FIRE PROTECTION SHARE

hydrant	\$295.84
2 inch fire service connection	\$118.25
4 inch fire service connection	\$236.51
6 inch fire service connection	\$472.06

PRIVATE FIRE PROTECTION SHARE

hydrant	\$295.10
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Effective under Authority of Public Service Commission Order in Case 06-W-0161 made on September 27, 2006.

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

PSC NO: 3 – WATER

COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.

INITIAL EFFECTIVE DATE: JULY 1, 2016

Issued in compliance with orders in Case 09-M-0311 dated 6/18/2014 and 4/17/2015

STATEMENT TYPE: TSAS

STATEMENT NO: 5

GENERAL INFORMATION

Temporary State Assessment Surcharge

Commission Order in Case 09-M-0311, dated June 18, 2014, directed that the gross operating revenues from intrastate utility operations of electric, gas, steam, and water utilities and jurisdictional municipal operations, be subject to a temporary state Assessment (PSL 18-a(6)) of 1%, adjusted for over-collections or under-collections that have occurred during the first five years of the TSA's existence, which is net of the amounts assessed by the Department of Public Service costs and expenses (General Assessment) that are authorized in the annual State Budget.

The Company hereby requests permission to recover the TSA through a surcharge equal to 0.876% which will be applied to all bills rendered in every service classification.

Effective July 1, 2016, the company will recover the TSA through a surcharge equal to 0.876%.

The revenue based TSA will be shown as a surcharge on each customer's bill.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566
(Name of Officer, Title, Address)

PSC No. 3 - WATER

STATEMENT TYPE: RPCRC

COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.

STATEMENT NO: 4

INITIAL EFFECTIVE DATE: NOVEMBER 1, 2016

Issued in compliance with orders in Case 16-W-0410 dated 10/17/16 and Case 11-W-0472 dated 4/20/12

GENERAL INFORMATION

Revenue and Production Cost Reconciliation Adjustment Clause and Property Tax Clause

Applicable to all Metered Customers in Service Classification 1.

Commission Order in Case 11-W-0472, dated April 20, 2012, directed that the rates applicable to all metered customer accounts, as defined above, be subject to automatic adjustment by way of a surcharge, or credit, based on the difference between the actual net revenues (operating revenues less production costs) for the preceding rate year and the net revenue target as estimated in the most recent rate case. The difference is then surcharged (or credited) to be recovered (or refunded) over the ensuing year. Target levels for revenues, production costs and property taxes were set for future years as follows, with the levels from the third rate year carrying forward for all future years until new target levels are set in the next rate proceeding:

Year Ending	March 31, 2013	March 31, 2014	March 31, 2015
Revenues	\$2,074,430	\$2,149,000	\$2,149,000
Production Costs	\$205,817	\$217,703	\$217,703
Property Taxes	\$1,009,635	\$1,101,420	\$1,101,420

The surcharge for the year ended March 31, 2016 is calculated as follows:

The actual revenues for the year ended March 31, 2016 of \$2,118,263 and production costs of \$227,454 were compared to the target level set forth above. The difference, including accrued interest, results in a surcharge to customers of \$41,716.

Since the total number of metered customers is: 4,280

The surcharge per customer amounts to: \$9.75 for the revenue and production costs portion of this surcharge.

(continued)

PSC No. 3 - WATER

COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.

INITIAL EFFECTIVE DATE: NOVEMBER 1, 2016

Issued in compliance with orders in Case 16-W-0410 dated 10/17/16 and Case 11-W-0472 dated 4/20/12

STATEMENT TYPE: RPCRC

STATEMENT NO: 4

GENERAL INFORMATION

Revenue and Production Cost Reconciliation Adjustment Clause and Property Tax Clause (cont'd)

In accordance with the property tax mechanism set forth in the settlement agreement approved by the Commission in Case 11-W-0472, the PSC has permitted the company to reconcile property taxes. Actual property taxes are compared to the targets noted above, with the following stipulations: (1) if actual costs exceed the target, 85% of the difference will be deferred for recovery, and (2) if actual costs are below the target, 100% of the difference will be deferred for refund to customers. For the rate year ended March 31, 2016, such reconciliation resulted in a surcharge to customers of \$1,613,568. As a result, the net surcharge to each customer's bill amounts to \$377.02 for the property tax reconciliation portion of the surcharge.

The RAC/PTR surcharge per customer net of offsets and prior period under-recoveries is \$323.40, or \$80.85 per quarter, effective November 1, 2016.*

*NOTE: Pursuant to the Commission's order of approval in this filing, the Company is permitted to offset surcharges resulting from the Revenue and Property Tax reconciliation mechanism with funds of \$33,693 from an earnings sharing mechanism, to defer \$300,000 of excess property taxes from its Revenue, Production Costs and Property Tax Reconciliation filing, and recover \$62,485 of under-recovery of its prior year filing. Using these adjustments as an offset to the RAC/PTR surcharges for the rate year ended March 31, 2016 results in an overall net surcharge of \$80.85 per quarter per metered customer.

Any refunds due ratepayers from any net over-recovery in the rate year will be credited to customers' bills in the earliest month, as administratively practical, of the following rate year. Customer bills will be surcharged, no greater than \$4.00 per customer per month, to recover any deferral of cost recovery in the rate year beginning in the earliest month, as administratively practical, of the following rate year and continue each month thereafter, as necessary, until the entire deferral is recovered. Should the \$4.00 per customer per month surcharge limit be inadequate to fully recover any deferred costs prior to the end of the following rate year, the limit will be waived. Any credit/surcharge is subject to the applicable local gross revenue taxes as set forth in the current tax statements.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566
(Name of Officer, Title, Address)