

PSC No. 5 - WATER**LEAF NO.: 46****COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****REVISION: 1****INITIAL EFFECTIVE DATE: JUNE 1, 2017****SUPERSEDING REVISION:**

Issued in compliance with Commission Order issued May 18, 2017 in Case 16-W-0259

VII. INSTALLATION OF SERVICES (CONTINUED)

- 4.3. A partial refund will be made annually, from the date of completion of the extension, without interest, on the basis of the proportion that seventy-five (75) feet times the number of customers relates to the total extension length.
- 4.4. No further refunds will be made after 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.
- 4.5. Under any circumstances where special facts or conditions warrant deviation from the rules included herein, either the Company or applicant may apply to the Public Service Commission for relief of the above provisions.

K. Frost Provision

1. The Company may not be required, unless special arrangements are made, to install mains, services, hydrants and other facilities in ground which is frozen to a depth greater than six (6) inches. In case of installations pursuant to such special arrangements, the applicant may be required to pay the difference between the actual cost of installation and the estimated normal installation cost thereof.

L. Water Main Emergencies**1. Service Contingencies – Liability**

- 1.1. The Company may disconnect service to a premise when an emergency may threaten the health or safety of a person, the surrounding area or the Company's distribution system. The Company will, if possible, provide advance notice to those whose service will be disconnected.
 - 1.1.1. The Company shall have the right to decrease or temporarily discontinue water for business purposes or hose use, without liability, in time of drought or emergency, when the whole supply is needed for domestic use, and to meet the conditions of its contracts with municipal authorities. As necessity may arise in 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
 - 1.1.2. The Company shall not be responsible for any personal injury or property damage resulting in any way from the supplying or use of water service, or from the presence or operation of the Company's service or equipment on the customer's premises.
 - 1.1.3. The Company will use reasonable diligence to maintain a continuous and uninterrupted supply of water, but should the supply be interrupted, or become faulty, or fail, the Company shall not be liable for any damage to person or property resulting from such interruption, fault or failure.
 - 1.1.4. In case the Company is obliged to discontinue its service to the customer's premises by reason of the cancelling of temporary or other permit for the extension of its mains, or for other causes, the customer shall have no claim against the Company on account of such discontinuance.
 - 1.1.5. The Company will act promptly to restore service as soon as feasible after disconnection. Service will be restored to any premise which has been disconnected under this section, before it will be terminated for nonpayment of charges.

Issued by: Carmen P. Tierno, President, 60 Brooklyn Avenue, Merrick, New York 11566

Cancelled by supplement No. 14 effective 04/01/2023