

PSC No. 5 - WATER**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****INITIAL EFFECTIVE DATE: MAY 29, 2016****LEAF NO.: 47****REVISION: 0****SUPERSEDING REVISION:****VII. INSTALLATION OF SERVICES (CONTINUED)****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.
 - 1.1.6. The Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure to customers, 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 or extensions, or for other purposes. The Company will, whenever possible, provide advance notice to those customers whose service will be discontinued. It is expressly agreed that the Company will not be liable for a deficiency or failure in the supply of water or the pressure thereof for any cause whatsoever, nor for any damage caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Company's property. All applicants having boilers upon their premises depending upon the pressure in the Company's pipes to keep them supplied are cautioned against danger of collapse and all such damage shall be borne exclusively by the applicant.
 - 1.1.7. The Company will supply water in the distribution system at pressures between 20 and 100 pounds per square inch (psi) and will strive, where practicable, to maintain a normal working pressure of 60 psi with a minimum of 35 psi. If the Company makes changes to its system which cause the pressure to increase to over 100 psi to existing customers, the

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