

PSC No. 1 – Water  
SUEZ WATER WESTCHESTER INC.  
Initial Effective Date: December 16, 2016

Leaf No. 58  
Revision: 0  
Superseding Revision:

### GENERAL INFORMATION

SECOND: Except as provided in subparagraph (b) below, no refund on the advance shall be made to the Applicant before the expiration of one 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.

(a) At the expiration of one year from the date of completion of the extension aforesaid, and annually thereafter, the Applicant shall be entitled to a refund, of a portion of the cost deposited by Applicant without interest; said refund being proportionate to the number of Customers connected to the extension for that year multiplied by seventy-five (75) feet and then divided by the total extension length. 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.

(c) The right to any refund, partial or total, except such refunds pursuant to the second paragraph hereof, shall expire five years from the date of the completion of the extension. The total amount of all refunds, as hereinabove set forth, shall in no case exceed the amount of the advance.

THIRD: No interest on the refund will be paid except that if refunds are not made within 60 days of the date the Applicant is entitled to a refund, the refund shall begin to accumulate interest at a rate which is the greater of the unadjusted deposit rate or the applicable late payment rate as 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.

FOURTH: The above considerations shall be in addition to and independent of any charges to the Applicant as a customer of the Company for water service for which the Applicant shall be charged at the regular rates of the Company.

FIFTH: 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 by the Applicant to the Company.

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

Issued by: David Stanton, President, 2525 Palmer Ave., New Rochelle, NY 10801