

SUEZ WATER NEW YORK INC.
SUEZ Water New York P.S.C. No. 2 – Water Supersedes
SUEZ Water New York Inc. P.S.C. No. 1
SUEZ Water Westchester Inc.'s P.S.C. No. 1 and
SUEZ Water Owego-Nichols Inc.'s P.S.C. No. 1

SCHEDULE

FOR

WATER SERVICE

Applicable

In the

TOWNS OF RAMAPO, HAVERSTRAW, STONY POINT
CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND

TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE

CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF
TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF
ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF
MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF
EASTCHESTER, VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND
THE CITY OF RYE IN WESTCHESTER COUNTY

OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY,
NEW YORK.
PORTIONS OF THE TOWNS OF CARMEL AND SOUTHEAST, PUTNAM COUNTY AND THE
TOWN OF LEWISBORO, WESTCHESTER COUNTY.

HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD AND
NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, PUTNAM COUNTY
THE DEVELOPMENT OF MISTY HILLS, TOWN OF PATTERSON, IN PUTNAM COUNTY
TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK

NEW YORK

For detail description of Territory, see General Information Leaf, Paragraph 1

(NOTE: It will not be necessary to replace this title page in case at a later date
the schedule is made to apply to additional territory or area.)

Subsequent changes will be effective as shown on individual leaves.

SERVICE CLASSIFICATION

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1. TERRITORY TO WHICH SCHEDULE APPLIES:

1.0 Territory

A. SUEZ Water New York Inc.

1. The Service Territory consists of the Town of Ramapo, Town of Clarkstown, Town of Orangetown, Town of Stony Point and the Town of Haverstraw in the County of Rockland, with the exception of the Village of Nyack, the Village of South Nyack, the Village of Suffern and the Hamlet of Central Nyack. The Village of Hillburn is served through the sale of bulk water.
2. In the County of Orange, the service territory consists of portions of the Towns of Tuxedo, Warwick and Monroe.
3. City of New Rochelle, Village of Bronxville, Village of Tuckahoe, Village of Pelham (in part), Village of Ardsley, Village of Dobbs Ferry, Village of Hastings-on-Hudson, Town of Eastchester, Town of Mamaroneck (in part), Town of Greenburgh (in part), Town of Mount Pleasant (in part). Village of Portchester, Village of Rye, Village of Rye Brook. (Formally known as SUEZ Water Westchester
4. Owego, and the Village and Parts of the Town of Nichols, Tioga County.
5. Portions of the Towns of Carmel and Southeast, Putnam County and the Town of Lewisboro, Westchester County. Hilltop Meadows Subdivision, Tonetta Lake Road and North Brewster Road, Town of Southeast, Putnam County The Development of Misty Hills, Town of Patterson, Putnam County. (Formally known as SUEZ Water Owego-Nichols)

1.1 Definitions

A. An “Access Controller” is a party known to the Company 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 Company.

B. An “Actual Reading” is one obtained by a utility employee from the meter or from a device which receives a reading from the meter itself, such as automatic meter reading equipment.

C. “Arrears” are 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 Company or its authorized agents. Payment is due whenever specified by the Company 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.

D. A “backbill” is any bill or any portion of a bill, other than a levelized bill, which represents charges for services that were actually delivered to the Customer’s premises during a period before the current billing cycle, which were not previously billed.

E. A “blind person” is a person who has central visual acuity of 20/200 or less in the better eye with the use of a corrective lens. An eye with a limitation in the field 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.

F. A “disabled person” is 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.

G. “Heat-related service” is water service which is necessary for the on-going operation of a Customer’s primary heating system.

H. A “multiple dwelling” is a dwelling designed to be occupied by three or more families living independently of each other, as defined in the Multiple Residence Law.

J. A “Non-Residential Customer” is a person, corporation, or other entity receiving service who is not a Residential Customer.

K. A “Residential Applicant” is a person who has made a request or who 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.

L. A “Residential Customer” is any person who, in accordance with an application for service made by such person or third party on his or her behalf, is supplied with water service at a premises where such service is used primarily for his or her residential purposes.

M. A “Seasonal, short term or temporary Customer” is 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.

N. A “two-family dwelling” is 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.

O. A “service appointment” is an appointment scheduled in advance for which a specific date and time is agreed upon between the Company and the Customer. Emergency situations are not defined as service appointments.

P. The word "premise" as used herein shall designate:

1. A building under one roof owned or leased by one party and occupied as a residence, or for business or commercial purposes, or

2. A group or combination of buildings owned or leased by one party, occupied by one family, or one corporation or firm, as a place of business, for manufacturing or industrial purposes, or as a hospital or other public institution, or

3. One side of a double house having a solid vertical partition wall, or

4. A building owned or leased by one party containing more than one apartment and having one entrance and using one hall in common, or

5. A building owned or leased by one party having a number of apartments, offices or lofts which are rented to tenants, or

6. A public building such as a town hall, school house, fire engine house, etc., or

7. A single lot or park or playground, or

8. Each house or building in a row having party walls.

2. APPLICATION FOR WATER SERVICE

2.1 Application for Service

A. Residential Service

1. An application for residential service may be oral or written. An oral application for service shall be deemed completed when the Applicant provides his or her name, address, telephone number and address of prior account (if any) or prior account number (if any) and answers questions relevant to identifying the Applicant's use of water on the premises. The Company may require an Applicant to complete a written application (for the applicable service classification) if:

(a) service to the prior Customer at the premises to be served was terminated for nonpayment within the prior 12 months or is subject to a final notice of termination; or

(b) there is evidence of meter tampering or theft of service; or

(c) the meter has advanced and there is no Customer of record; or

(d) the application is made by a third party on behalf of the person(s) who would receive service; or

(e) the service does not supply a single family dwelling or individually metered apartment.

A written application may require the submission of information required in an oral application and reasonable proof of the Applicant's identity and responsibility for service at the premises to be served. A written application containing the required information shall be deemed complete when received by the Company.

When accepted by the Company, the application, whether written or verbal, and the terms and conditions of this schedule, as permitted to be modified from time-to-time by the Public Service Commission, shall constitute the contract between the Customer and the Company and shall bind and inure to the benefit of the heirs, executors, administrator's successors, or assigns, as the case may be, of the respective parties thereto.

A Customer of record, for whom the Company is unable to locate a written application but who has made payments for bills rendered by the Company for service rendered, shall be presumed to have made oral application for service.

2. As a condition of providing service, the Company may require an Applicant to:

A. Make full payment or enter into a payment agreement for all amounts due and payable which are not the subject of a pending billing dispute, or covered by an existing payment agreement, including:

- (a) residential service provided and billed to prior accounts in the Applicant's name or for which the Applicant is legally responsible;
- (b) other billed tariff fees, charges or penalties; and
- (c) a Customer deposit if required by the Company in accordance with Paragraph 2.2

B. fulfill any applicable requirements of 16 NYCRR 501 and 502 regarding main extensions and service pipes; and

C. Comply with the Company's tariff, local and state Health Department requirements, and any applicable state, city, or local laws, ordinances or regulations.

3. The Company shall be obligated to provide service to any Applicant who meets the requirements of (a), (b) and (c) above no later than five business days after receipt of a completed oral or written application for service except as provided under 16 NYCRR 14.3, except to the extent that obtaining any required approvals for construction shall extend the time.

4. No person shall use water for residential service without first making an application for service. The Company shall provide service to any accepted Applicant whose application for service was previously denied as soon as reasonably possible, but no later than two business days, or such later time as may be specified by the Applicant, after the Applicant has satisfied the conditions for which service was originally denied, or for the reasons specified under 16 NYCRR 14.3.

5. The Company shall make reasonable efforts to contact any Applicant who submits an incomplete application within one business day of the receipt of the application, stating the information and/or documents that must be submitted in order for the application to be considered complete. Such notice shall not itself be considered a denial of the application.

6. The Company shall not deny an application for service except in a written notice either delivered personally to the Applicant or sent to the Applicant's current business address or any alternative mailing address provided in the application, within three business days of receipt of the application for service.

B. Non-Residential Service

1. No person shall use water for non-residential service without first making an application for service. A non-residential service application must be made in writing if requested by the Company. The Company shall provide or deny service to any Applicant as soon as reasonably possible.

2. As a prerequisite to providing service, the Company may require the Applicant to:

(a) Provide appropriate documentation to verify the information provided on the written application, including establishment of responsibility for the service as owner or occupant, the correct service classification, and the person who controls access to the meter;

(b) Comply with the Company's tariff, local and state Health Department requirements, and any applicable state, city, or local laws, ordinances or regulations.

(c) Fulfill any applicable requirements of 16 NYCRR 501 and 502 relating to extension of mains and service pipes; and

(d) Make full payment for all amounts due and payable that are not the subject of a pending billing dispute. This includes:

(i) Service provided and billed to prior accounts and current accounts in the Applicant's name or other accounts for which the Applicant is legally responsible; or

(ii) Other tariff fees, charges or penalties; or

(iii) Any reasonably chargeable material or installation costs relating to temporary or permanent main extensions or service lines as authorized under 16 NYCRR 502 or 503 and required by the Company's Tariff, provided the costs are itemized and given to the Applicant in writing; or

(iv) Any special service charges as applicable under the Company's Tariff, provided the charges are itemized and given to the Applicant in writing; or

(v) A security deposit, if requested by the Company in accordance with Paragraph 2.3.

3. Any change in the identity of the contracting customer at a premise will require a new application and the company may, after reasonable notice, discontinue the water service until such new application has been made and accepted.

2.2 Customer Deposits

A. Residential Customers

1. As a condition of receiving service, the Company may require a consumer deposit from Residential Customers that are delinquent, seasonal, short term or temporary or who have had service terminated for non-payment during the preceding six months. A delinquent Customer shall be provided a written notice at least 20 days before the deposit is assessed which states that failure to make timely payments will permit the Company to require a deposit from such Customer. If a deposit is required, the Company shall permit a Customer, except for a seasonal, short term, or temporary Customer, to pay the deposit in installments.

2. The Company shall not require any Residential Customer it knows to be a recipient of public assistance, supplemental security income, or additional State payments to post a security deposit, nor shall it require or hold a deposit from any Residential Applicant or Customer who is 62 years of age or older, blind or disabled, unless such Customer has had service terminated by the Company for non-payment of bills within the preceding six months.

3. Deposits from Applicants and Customers may not exceed two times the estimated average monthly usage for a calendar year, except in the case of Customers whose usage varies widely where deposits may not exceed twice the average monthly usage for the peak season.

4. The Company shall annually review the billing history of every Customer who has a deposit with the Company to assure that a deposit is still required under (1) above and that the amount of the deposit conforms with (3) above. The Company reserves the right to review the deposit at any other time at the Company's option. If a review shows the deposit held falls short of the amount the Company may require by 25 percent or more, the Company may require the payment of a corresponding additional deposit amount. If a review shows that the deposit held exceeds the amount that the Company may lawfully require by 25 percent or more, the Company shall refund the excess deposit to the Customer in accordance with this paragraph. If a request from a Customer for a downward revision of the deposit is substantiated by the Customers' billing history, the Company shall refund the excess deposit amount to the Customer in accordance with this paragraph.

B. Deposit Interest

Every deposit shall earn simple interest at the rate per annum prescribed by the Public Service Commission on the amount deposited. Interest to Customers shall be paid upon the return of the deposit, or where the deposit has been held for a period of one year, interest shall be credited to the Customer account by deducting it from the first bill for service rendered such depositor after the next succeeding first day of October, and at each one-year interval thereafter.

C. Deposit Return

1. The Company shall return to a Customer a deposit or portion of a deposit and all interest thereon no more than thirty (30) days after:

(a) the day an account is closed; or

(b) the date of the first bill for service rendered after a 12 month period during which all bills were timely paid, provided there is no other basis for the Company to request a deposit under this paragraph; or

(c) a review under this paragraph shows that a deposit reduction is warranted.

2. A deposit or portion of a deposit plus the interest thereon that is subject to return under C.1. above may be credited to the Customer's account in the amount of any outstanding charges. If any balance remains after the Company has credited the Customer's account, a refund check will be issued.

D. Non-Residential Customers

1. Applicants whose credit is not established with the Company or Customers who are delinquent in payment of bills may be required to make a deposit equal to the estimated charges for two months service at the rates provided for in the appropriate rate schedules, for which a receipt will be given.

2. In cases where a Customer's service has been discontinued for non-payment of bills, the Company may require a deposit to be made before service is resumed.

3. Simple interest at an interest rate per annum as prescribed by the Public Service Commission will be paid on all such deposits.

4. Deposits may be retained by the Company for up to two years of timely payment of bills rendered.

5. When deposits are not refunded, interest will be paid in cash or deducted from the amount of a bill for water service rendered to such depositor thereafter, but not later than the first bill rendered after the next succeeding first day of October and at the expiration of each succeeding one year period.

6. When service is discontinued and all bills are paid the deposits will be returned with interest. A deposit or portion of a deposit plus the interest thereon that is subject to return hereunder may be credited to a Customer's account in the amount of any outstanding charges. If any balance remains after the Company has credited the Customer's account, a refund check will be issued.

7. Customers will be required to surrender the deposit certificate. If the deposit certificate cannot be produced, a written agreement to indemnify the Company against any claim arising from failure to surrender the original certificate may be required.

8. In the event that the Applicant desires service for a trailer or non-permanent structure, he shall deposit with the Company all cost of the connection of such service. Said deposit shall bear simple interest at an interest rate per annum as prescribed by the Public Service Commission and shall be refunded at the end of 10 years, or sooner in the event that a permanent structure for such service connection is completed.

2.3 Extension Surcharge Deposit

A. A deposit may be required to guarantee payment of the surcharge in connection with main extensions.

B. Simple interest at an interest rate per annum as prescribed by the Public Service Commission will be paid on all such deposits.

3. SERVICE PIPE AND MAINS

3.1 Installation in Public Streets

A. 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 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 and accepted by the Company. Such installations are made subject to the rules of the Public Service Commission. Installations in public streets required in connection with applications for new service or extension of service for new construction or development shall be governed by Sections 7.2(A), 7.2(B) and 7.2(C) of this tariff.

B. All service connections to property abutting on public roads or easements in which the Company has an existing main will be installed to the Applicant's property line at no charge provided the installation follows the Company's normal installation procedures. Should any extraordinary work be required by a governmental authority, such as jacking under a highway or road, the Company may seek through the filing of a waiver petition under 16 NYCRR §501.10, to have the Customer pay the additional cost.

C. The size of the street service connection shall be determined by the Company on the basis of information given on the application of the Customer. The minimum size for any street service hereafter installed shall however be three-quarter (3/4) inch with not less than a three-quarter (3/4) inch tap in the main.

3.2 Installations Not in Public Streets

A. Except as provided in Paragraph B below or in Section 7 of this tariff, 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 in streets not under the jurisdiction of the Legislative body of any city, town, village, county or the State of New York, provided all necessary permanent easements or rights-of-way in the particular streets concerned are furnished without cost and accepted by the Company, and upon such other terms and conditions as in the opinion of the Company will be adequate to protect the property so installed. Installations not in public streets required in connection with applications for new service or extension of service for new construction or development shall be governed by Sections 7.2(A), 7.2(B), and 7.2(C) of this tariff.

B. Where the Applicant is requesting an extension of service, the Applicant shall be allowed to furnish, place and construct the facilities, where such arrangement results in lower cost and better time performance. In such cases the Applicant must use materials and contractors acceptable to the Company, pursuant to the Company's system installation specifications, based on safety and compatibility and, as to contractor's, reputable past performance. The installation shall be subject to inspection and approval by the Company based on such specifications. The additional cost of said inspections, including testing and disinfection, shall be paid by the Applicant. The Applicant shall be required to have executed an agreement prior to scheduling construction with the Company in accordance with Section 7.2(D) of this tariff.

3.3 Service Not Immediately Desired

A. 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 expense of providing, placing and constructing the service pipe and accessories.

B. The owner or occupant shall be entitled to a refund whenever water service is begun 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 percent per annum for the period which said pipe has been in the ground.

3.4 Separate Application for Each Premises

A. Unless otherwise authorized by the Company, a separate application must be made for and a separate service installed for each premises.

B. Applications for water service are not transferable. Each new owner or occupant of the premises to be supplied is required to make an application for water service.

C. No premises shall be supplied by more than one domestic service pipe and one fire service pipe, unless agreed upon by the Customer and the Company. 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.
3. Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family, or one corporation or firm, as a residence or place of business.
4. A building owned or leased by one Customer having 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.
5. A building two or more stories high under one roof owned or leased by one Customer having an individual entrance for the ground floor occupants and one for the occupants of the upper floors.
6. A combination of buildings, such as a garden-type apartment, owned by one Customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
7. A public building.
8. A single plot, such as a park or playground.
9. Each building within a condominium complex.

D. Notwithstanding any provision of paragraph 3.4, the Company, in its sole discretion, and where feasible may require each individual dwelling unit within any apartment, co-operative or condominium development, or any expansion thereof, construction of which shall have commenced after April 15, 1991, to be separately metered for water service.

E. Notwithstanding any provision of paragraph 3.4, where individual dwelling units are separately metered and billed in any apartment, co-operative or condominium development, or in any two-family dwelling or multiple dwelling (or in any similar development or dwelling), such metering arrangements shall not be modified as long as individual dwelling units are maintained therein.

3.5 Pipes on Customer's Premises

The entire pipe shall be copper tubing or other pipe of strength and quality approved in advance by the Company. The minimum diameter of the pipe shall be 3/4-inch. For services two inches or larger in diameter, ductile iron or other pipe of strength and quality approved by the Company shall be used.

3.6 Minimum Depth of Service Pipes

Minimum depth of service pipes from mains to premises shall be four feet six inches below the finished 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 the service pipe shall in no case have less covering than the main. The curb box shall be set on a level with the finished grade of the ground or sidewalk and as near to the property line as practical.

3.7 Connecting Pipe

A. That portion of the pipe without the territorial limits of any street, avenue, road or way, as hereinbefore defined, which is installed by the Customer at his expense, shall be subject to the approval of the Company before the trench is backfilled.

B. No attachment to such pipe or any branch thereof shall be made between the meter and the main.

C. The Customer's service pipe shall be placed on firm and continuous earth so as to give unyielding and permanent support, and shall be installed in a trench at least two feet in a horizontal direction from any other trench wherein are laid gas pipe, sewer pipe or other facilities, public or private, unless otherwise specifically authorized and approved by the Company.

D. The Company may refuse to permit an Applicant to connect to its service pipe, unless the connecting pipe and other plumbing are in accordance with the plumbing and sanitary rules of the municipality and the Rules and Regulations of the Company.

E. Any repairs or maintenance necessary on the Customer's service pipe or any pipe or fixture in or upon the Customer's premises shall be performed by the Customer at his expense and risk.

F. The Customer shall notify the Company promptly of any leak, defect or damage affecting the service pipe between the property line and the point where metered.

4. METERED SERVICE

4.1 Meters Furnished by Company

- A. The Company will furnish, install, maintain meters, and remove meters
- B. The company will determine the size, type and make of meter to be used.
- C. The Customer shall furnish, install and maintain on his premises the necessary piping, fittings, valves, pressure reducing valve, backflow preventer devices, pipe coupling, meter couplings or meter flanges to receive the meter.
- D. All meters installed by the Company shall be set at “zero” or shall contain a tag indicating the meter reading at the time of installation.
- E. 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 causes, the Customer will be held responsible for the cost of repairs.
- F. The Customer shall install a valve of a type approved by the Company on his service pipe immediately before and after the meter, and so located to be readily accessible to the occupants.
- G. For all work and labor performed and all material furnished by the Company for resetting tampered meters, a fee in accordance with that set forth under Service Classification No. 8 (Miscellaneous Service-Resetting Tampered Meters) of this Tariff will be charged to the Customer or party requiring said service unless otherwise provided in this Tariff.

4.2 Location of Meters

A. The Customer shall provide a place acceptable to the Company for the location of the meter and any automatic meter reading equipment. The Company reserves the right to establish the location of the meter for new customers, which shall be accessible for inspection and reading by the Company’s authorized representative, at any reasonable hour. For this section, new customers shall be defined as customers that have not taken service from the Company in the past or customers that change the location of their meters. The Company may relocate an existing Customer’s meter to a meter pit as part of infrastructure improvement projects, at no cost to the Customer, The location of meters and the arrangement of the fittings and piping are subject to the inspection and approval of the Company and shall meet Company’s requirements presented herein.

Neither by inspection approval nor failure to approve, nor in any other way, does the Company give any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

B. When the Company requires that meters shall be installed outside of a building on a new customer's or private property, the meter shall be placed in a convenient meter pit or suitable and approved above ground heated meter structure, any and all of which are often referred to as the meter housing. The meter housing shall be located in an accessible place away from the terraces, fences, paved areas, other structures or any location which would create a hazard to vehicles, pedestrians or Company personnel accessing the meters. The meter housing shall be frost-proof and either well drained or watertight and shall be provided with a strong cover fastened with a convenient locking device. The cover shall be kept clear of snow, ice, dirt or any other objects which might prevent easy access for reading, inspecting, testing, changing and making necessary adjustments or repairs of the meter. The installation of the meter housing is subject to the approval of the Company. The cost of installing and maintaining the meter housing is the responsibility of the Customer. When there is evidence of tampering or theft of service associated with a Customer's indoor meter, the Company reserves the right to require that Customer to relocate their indoor meter to an outdoor meter housing at the Customer's cost and in accordance with the provisions of this Tariff.

The Company, in its sole discretion, may permit meters to be installed indoors. Any meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, at or near the front wall as close as possible to the point of entrance of the connecting pipe. Meters shall be on a support which is free from appreciable vibration and shall be supported firmly, not less than 12 inches nor more than 36 inches above the level of the floor. The location shall be such as to be easily accessible, with no inconvenience to the Customer or to the Company

C. If the meter housing is to be installed upon property which is not owned or controlled by the customer, the Company will require that the Customer obtain an easement.

D. The location of the meter and the arrangement of the fittings to be supplied by the Company and service pipe shall be subject to the inspection and approval by the Company. A Company approved valve is to be installed on the inlet and outlet side of the meter.

E. Neither by inspection approval nor failure to approve, nor in any other way, does the Company give any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

F. For condominium units which are separately metered as provided in Tariff Section 3.4, Subsection E, it is necessary to house the meters of several customers in a common area whether inside or outside of a building. The meter location shall be approved by the Company prior to the start of any construction. The company will require that provision for such a meter housing arrangement be contained in the declaration of the condominium association or deed conveying the unit to the customer on whose property the meters will be located.

4.3 Reading of Meters

Meters will be read on a regularly scheduled basis either automatically by Radio Frequency or by Company employees. The meters will be inspected periodically by Company employees. If an actual reading cannot be obtained, the Company will leave at the premises a service card to contact the company.

4.4 Testing of Meters

A. 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 the meter, upon the request of the Customer. Such meter will be tested free of charge by the Company provided the meter has not been tested with the twelve months previous to such request. For additional tests made within a twelve month period a fee is required, as specified in Miscellaneous Service Fees.

B. If the Customer or his authorized representative witnesses the removal of the meter and its test, the above fees will be waived. In the event that the meter is found to have an error in registration in excess of 2%, at any flow within the normal test flow limits to the prejudice of the consumer, the test fee will be waived. The bill will be adjusted for over registration of the meter in accordance with the current rules of the Public Service Commission.

4.5 Replacement of Defective Meters

A. In all cases where a meter is deemed by the Company to be defective or tampered due to significant reduction in usage, it will be replaced immediately upon customer provided access.

4.6 Pressure Reducing Valves And Hydro-Pneumatic Systems

A. If a water pressure reducing valve, in the Customer or Applicant's opinion, is necessary or desired by the Customer or Applicant to safeguard the plumbing, it should be purchased by the Customer or Applicant and installed and maintained between the inlet stop valve and the meter. When street pressures are in excess of 100 p.s.i., the Customer or Applicant shall provide and maintain a pressure reducing valve at his expense. Where a water pressure reducing valve is used, it is advisable also to install a suitable pressure relief valve. Where a local building code adopts a more stringent standard, the Customer will comply with that standard.

B. Where an Applicant is seeking service at a gradient which could not otherwise be adequately serviced by existing plant, the Company will require the Applicant to bear the additional cost of providing such extraordinary service, or in the alternative, require the applicant to install and maintain the necessary special equipment at the Applicant's expense. Installation of a hydro-pneumatic system is subject to approval of the Health Department.

4.7 Automatic Meter Reading Devices

A. Customer shall provide a place acceptable to the Company for the location of any automatic meter reading equipment. All automatic meter reading equipment installed on Customer's premises by the Company shall be and remain the sole property of the Company and shall be maintained by the Company insofar as ordinary wear and tear is concerned. The Customer will be responsible for the cost of repair due to external damage.

4.8 Alternatives to Remote Meter Readings

A. For those Customers who do not have automatic meter reading capabilities, a Customer, except for those applying for new service installations, may arrange for any of the following alternatives in order to enable the Company to obtain an actual meter reading

1. Call-In Readings.

When the meter reader cannot gain access to the meter, the Customer may receive a "service" card from the Company, wherein the Customer is instructed in the procedure for providing a read to the Company.

2. Outside Meter Housing

In instances where the Company has not already required an outdoor meter housing in accordance with Section 4.2 hereof, the Customer may arrange for the installation of an outside meter housing at the Customers expense, , subject to the Company's inspection and approval and the provisions of 4.2 hereof.

3. The Customer may also make any other arrangements that are acceptable to the Company in order to enable the Company to regularly obtain an actual meter reading.

B. As an interim alternative, pending the implementation of one of the foregoing options, the Customer may arrange for a special appointment at a mutually convenient time during business hours on a given business day for a meter reading.

5. PAYMENT FOR METERED WATER SERVICE

5.1 Bills Based on Meter Reading

The reading of a duly installed meter showing the amount of water passing through it shall be used for all metered billing purposes except where it appears that the meter has ceased to register or has registered inaccurately.

5.2 Rendering of Bills and Contents of the Bill

A. Rendering of Bills

Bills for metered service will be monthly.

B. Contents of Bills

Every Customer bill will contain all information required by law and regulation. Additionally, the Company may provide pertinent messages and information on the bill as long as such information does not interfere with the presentation of the information required.

5.3 Customer's Responsibility for Payment

A. A Customer's responsibility to pay for water service continues from the time service is commenced, pursuant to his application, until ten days written notice is received by the Company of a change of ownership or occupancy of the premises or ten days written notice is received by the Company to discontinue the applicable service. Upon receipt of such notice, the Company will arrange for a final meter reading and billing. The Customer will be given an opportunity to be present at the final meter reading. No allowance will be made in cases of non-occupancy.

B. Discontinuance shall not relieve a Customer of any responsibility he has for surcharge payments, unless the new Customer signs an appropriate agreement, assuming such future surcharge payments.

5.4 Estimated Bills

A. All Customers

When the Company renders an estimated bill for any of the reasons set forth in 16 NYCRR 14.12 (b), the amount paid will be treated as a credit, the amount due being determined by the next meter reading. In general, the estimated bill will be based on the consumption billed in the corresponding month of the previous year. Otherwise, it will be calculated in accordance with an established formula which takes into account the best available data for estimating Customer usage.

If, after bills are estimated for a period of two consecutive months, the Company is unable to obtain an actual meter reading, no access notices shall be sent at the third consecutive month to the customer of record, landlord or access controller. In cases where the access controller is not the Customer, a copy of the notice will also be sent to the Customer. The series of no access notices will be as follows:

1. The first notice will advise the customer or access controller that the utility will arrange a special appointment to read the meter.

2. The second notice will advise the customer or access controller that unless access to the Customer's meter is provided on the next meter reading date or a special appointment to read the meter is made and kept by the access controller before that date, a no-access charge of \$25.00 will be added to the access controller's next bill and an additional no-access charge of \$25.00 will be added to every bill thereafter until access to the Customer's meter is obtained. The notice will advise the access controller that the utility will arrange a special appointment for a reading of the Customer's meter.

3. The third notice will advise the customer or access controller that a no-access charge has been added to the customer or access controller's bill and that it will be added to each successive bill until an actual meter reading is obtained. The notice must advise the access controller that the utility will arrange a special appointment for a reading of the Customer's meter.

4. The fourth and each successive notice will advise the access controller that the no access charge has been added to the access controller's bill.

In cases where it is found that a meter has ceased to register or has registered inaccurately and the percentage of inaccuracy cannot be determined by reasonable test, an estimated bill for the billing period immediately proceeding the date when such meter was foueffective and for the period from said date to the date of replacement of the meter, may be rendered the Customer.

5.5 Backbills for Residential Customers

A. Explanation for Backbill

1. 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 in Section C Limitations on Backbilling Period.

2. Every backbill must contain all required information applicable under section dealing with Contents of Bills of this Tariff.

3. A backbill must be accompanied by an offer of a payment agreement in accordance with the section dealing with Deferred Payment Agreements of this Tariff, if applicable.

B. Limitations on Issuance of Backbills

1. The Company may not issue a backbill more than 180 calendar days after the Company actually became aware of the circumstance, error or condition that caused the underbilling.

2. 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.

C. Limitations on Backbilling Period

1. 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.

2. 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.

5.6 Private Fire Service

A. Customers desiring service connections of reasonable size to the mains of the Company, for private fire protection on their premises, shall make separate application for such service in writing. Such installation shall be in accordance with this Schedule, particularly the rules regarding the installation of service pipes, connecting pipes and facilities. Such service lines shall be used exclusively for fire protection purposes.

B. All private fire service lines are to be equipped with a meter or a double detector check valve with integral bypass meter. A flat rate is charged for this service, based upon the size of service line, in accordance with Service Classification No. 3. No charge, however, is made for water used solely for fire extinguishing purposes, or for permitted testing purposes not in excess of 400 cubic feet per month. If water used for such purposes is billed, the Customer shall be entitled to a refund upon notifying the Company of any payment made for water used solely for such purposes. Water used for any other purpose, however, shall be billed at the consumption charges on Service Classification No. 1, 6 or 7 depending on the Customer's service classification.

C. Except as to the liability, if any, imposed by law in case of loss or damage resulting from gross negligence or willful misconduct on the part of the Company, its agents or employees, the Company shall not in any way or under any circumstances be held liable or responsible to any party for any losses or damage resulting from fire or water or other causes which may occur due to the installation or presence of a private fire service connection or any pipe or fixture connected therewith; or for any losses or damage resulting from any leakage or other flow of water from said private fire service connection or any of the pipes or fixtures connected therewith; or for any losses or damage resulting from any excess or deficiency in pressure or supply of water due to any cause whatsoever.

D. All application for private fire service connections shall be made in writing on application forms provided by the Company.

E. The size of the private fire service connection shall be determined by the Customer and approved by the Company, and in no case shall exceed ten (10) inches.

F. The entire private fire service system shall be subject to the inspection, test and approval of the Company before the service is made effective. The Company shall have the right to enter the premises at any reasonable time for the purpose of making an inspection of the entire private fire service system. Any irregularities disclosed shall be cause for discontinuing service unless corrected by the Customer within ten days after written notice is given by the Company.

G. No water shall be taken or used through a private fire service connection for any purpose other than for extinguishing accidental fires, except for the purpose of testing fire fighting equipment, or as specified under paragraph (d). Such tests as mentioned above may be made only under special permit from the Company and the Company may require that its representative be present at such test.

5.7 Private Fire Hydrants

Private unmetered fire protection shall be available only through hydrants owned by the Company, adjacent to mains of the Company installed within easements granted to and accepted by the Company within private streets or in other privately owned areas. Such private fire protection shall be subject to the provisions of the preceding paragraph and to the same usage restrictions as are listed for public fire hydrants in Section 6.1. Charges are made in accordance with Service Classification No. 3.

5.8 Interest on Customer Overpayments

A. The Company shall provide interest on Customer overpayments in accordance with 16 NYCRR 534.

B. 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 Company due to its own mistake.

C. 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, if any, and compounded monthly, until the date when the overpayment was refunded.

D. The Company shall be required to pay interest on any Customer refunds that occurred on or after August 24, 1992. The Company shall not be required to pay interest on Customer overpayments that are refunded within 30 days of overpayment.

5.9 Drought Charges

Whenever the Rockland County Health Department or any duly authorized government entity ("Government Entity") enacts mandatory county-

wide water restrictions due to drought affecting the service territory, a drought charge of an **additional 25% over the highest volumetric rate block currently in effect** shall be applicable to use of service for Rockland and Orange County, New York, (F/K/A Suez Water New York) under Service Classifications 1, 6 and 7, and shall apply in accordance with that Service. The drought rate will go into effect 30 calendar days after the restriction has been initiated and will remain in effect until the Government Entity has ended the restriction.

The increase in revenues resulting from the drought charges will be deferred for future use as determined by the Commission in the Company's next rate case.

6. PUBLIC FIRE PROTECTION

6.1 Installation of Fire Hydrants

A. Upon application of duly authorized representatives of municipalities in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by the municipal authorities and representatives of the Company.

B. Hydrants are owned by the Company and subject to regular inspection and maintenance by the Company.

C. Hydrants may not be used for street sprinkling, flushing of streets and sewers, catch basins, storm water drains, demonstrations, tests, fire drills, hose races, or similar purposes, or for filling swimming or wading pools or areas set aside for ice skating, or for any purpose other than public fire protection, without the written permission of the Company. When use for other than fire protection is authorized by the Company, appropriate measures will be taken by the user to prevent backflow.

6.2 Use of Hydrants Other Than in Emergency

A. Where it is necessary to use hydrants for any purpose other than for public fire protection in an emergency or where no other source of water supply is available, a special permit is required, issued by the Company, under restrictions imposed in the interest of the public, including requiring the user to take appropriate means to prevent backflow. When required, the Applicant for such permit shall notify the local fire department of the intended use of a hydrant before using it and keep the permit card with him when the hydrant is in use.

B. Fire departments should inform the Company promptly of any hydrant which has been used or which is leaking, or in need of attention, so that such hydrants may be placed in readiness for instant operation.

6.3 Charges

A. Public Fire Protection

Charges for public fire protection are made in accordance with Service Classification No. 4, except as otherwise provided by contract.

B. Hydrant Flow Tests

For all work and labor performed and all materials furnished by the Company for hydrant flow tests, a fee in accordance with that set forth under Service Classification No. 8 (Miscellaneous Service-Hydrant Flow Tests) of this Tariff will be charged to the Customer or party requiring such service.

C. Hydrant Use Permits

A hydrant use permit must be obtained by customers or applicants seeking to use Company-owned public fire hydrants as a temporary source of water. A deposit and re-stocking fee in accordance with that set forth under Service Classification No. 8 (Miscellaneous Service-Hydrant Use Permits) of this Tariff will be charged to the Applicant for water that will be used through each authorized hydrant connection which shall be provided by the Company. The deposit is payable at the time the permit is issued. Hydrant use permits will be issued beginning on March 15 and expire at the close of business on December 1 of the same year. The Company shall have the right to deny the issuing of a hydrant use permit where it determines that the Applicant's use of the hydrant will have detrimental effect on the Company's water quality.

7. EXTENSION OF MAINS:

7.1 Definitions

A. Extension – the extension of water main including the pipe, elbows, tees, valves reducers, service taps, and other appurtenances which may be part of the facilities extended to provide water service.

B. Service Pipe or Lateral – the pipe and valves which are used to deliver the water from the main into the Customer premises; the Company portion being that between the main and the Customer property line, and the Customer portion being that from the property line into the premises.

C. Extension Costs – the costs of labor, equipment and materials used in the extension installation, all paving charges for the repair or replacement of street or sidewalk which may be disturbed in the course of such installation, the costs of inspection, amounts paid to governmental authorities for permits to do the work required, and other costs or taxes that are legally imposed by any governmental authority.

D. Applicant – a person, developer, builder, partnership, association, corporation, or governmental agency requesting service to a specific location.

E. Developer – a business or person who will subdivide or prepare real estate for residential or commercial occupancy, who requires the installation of utility plant in advance of occupancy, and whose success resulting in utility Customers can be considered speculative since it is dependent upon the success of the real estate venture.

F. Surcharge – a charge billed to the Customer in addition to the regular bill for service.

G. Advance or Deposit – money advanced by the Applicant to the utility subject to refund.

7.2 Applications for Extension of Mains, Covered by Rules of the Commission

A. Whenever an owner or occupant of any property abutting on any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county, or the State of New York, or other public place open to the general public for highway purposes, in which there is no water main appropriate to the service requested, within a distance of seventy-five feet from the said property, makes a written application for service, the Company will extend its system so as to service said property, provided that:

(a) the Applicant shall first have assured the Company that he will be a reasonably permanent Customer by meeting the conditions in 16 NYCRR §501.4;

(b) the Applicant shall have executed an agreement in such form as required by 16 NYCRR §501.4 (b) and Section 23 of the Company's tariff;

(c) if so required by the Company, he shall first have furnished reasonable security, as described in 16 NYCRR §501.4 (c), as to his performance of his agreement; and

(d) he shall deliver in form satisfactory to the Company, free of cost, all necessary permanent easements or rights-of-way in the particular streets concerned.

B. An Applicant who cannot qualify as a reasonably permanent Customer may be required to deposit the entire cost of the main extension and installed services with the Company. The Applicant shall be entitled to a refund, without interest, of the deposit as prescribed by 16 NYCRR §501.8 within 30 days of taking service and demonstrating reasonable permanency. The Applicant shall also be required to execute an agreement with the Company in such form as required by Paragraph 24.7 (A).

C. 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, in cases where the Company performs the installation pursuant to either Paragraph 3.1 or 3.2 (A) herein, the cost of the entire extension, subject to annual refunds as prescribed by 16 NYCRR §501.8. Developers shall be required to execute agreements in such form as provided in Paragraph 24.7 (B).

D. Developers or Applicants who cannot qualify as reasonably permanent Customers who install, construct, or place facilities outside of the public streets as permitted by 16 NYCRR §501.2 (b) shall be subject to the requirements of Paragraph 3.2 (b) of this tariff and shall also execute an agreement with the Company in such form as provided in Paragraphs 24.7 (C) and 24.7 (D) of this tariff.

E. That portion of the service pipe without the limits of a street, avenue, road or way or other public place, as hereinbefore defined or easement area shall be

provided, placed, constructed and maintained by the Owner or the Customer in accordance with the Company's specifications.

F. The Company will be responsible for the maintenance and replacement of all mains, service pipes, and facilities placed within a street, avenue, road or way, or other public place, as hereinabove defined, used by said 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 will be reconstructed or replaced by the Company. 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 16 NYCRR §501.4.

7.3 Extensions to be Part of Company's System

A. Each extension shall become a part of the system of the Company, and shall be owned, maintained and controlled by the Company.

B. The Company shall have the right to connect additional Customers to each extension and to construct further extensions thereto.

8. GENERAL RULES

8.1 Supply and Pressure

A. The Company will endeavor at all times to provide a regular and uninterrupted supply of water through its pipes, but in case service shall be interrupted, irregular or defective or fail because of break-down or emergency, or from causes beyond the control of the Company, or through ordinary negligence of employees, servants or agents, the Company will not be liable for damage or inconvenience resulting therefrom.

B. The Company does not undertake to supply any uninterrupted or fixed pressure. In case of accident or for other reasons, the Company may shut off the water in the mains and may restrict the use of water whenever the public welfare may require it. All Customers requiring an uninterrupted supply or a uniform pressure of water for steam boilers, hot water or other apparatus, or for any other purpose, are cautioned to provide their own means of providing such service.

C. The Company may restrict water service during certain periods if it deems that such restriction is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New York, the Department of Environmental Protection or the Department of Health.

8.2 Sprinkling or Irrigation

The charge for water service under Service Classification No. 1, 6, and 7 includes the use of water for sprinkling or irrigation. There may be times when, in the opinion of the Company, it may be necessary to restrict the use of this service to certain

definite periods or to prohibit it entirely. In this event, every effort will be made to notify Customers in advance by public notice.

8.3 Quality of Water

The Company does not undertake to supply any uniform quality of water for special purposes, such as manufacturing or processing plants, laboratories, swimming pools, bleaching or dyeing plants, or laundries. Customers requiring water of special quality, or water free from discoloration at all times, are required to provide their own means of treating the water, or provide such other protection as may be deemed necessary for the purposes required.

8.4 Liability of Company

Except as to the liability, if any, imposed by law, the Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of water service or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, or from the use of any equipment or materials installed in conformity with the Company's requirements or recommendations.

8.5 Adequacy of Customer's Facilities

Neither by inspection nor non-rejection, nor in any other way, does the Company give any warranty, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the Customer, or leased by the Customer from third parties.

8.6 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.

A. 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) licenses and registered in New York State. Such plans are to be approved by the State Health Department after approval 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.

B. The State Health Department Guidelines regarding cross connection control, including a list of typical establishments requiring devices, are available to the Customer upon request. Details of the Company's cross connection program are also available to the Customer upon request.

C. 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.

D. 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.

E. The Company, through its properly authorized agents and assistants, 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 lawn 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. Alternatively, the Customer may have such an inspection performed by the professional engineer (or architect) licensed and registered in New York State who would certify the result of the inspection to the Company. Certification by Non-Company inspectors must be to the Company's satisfaction.

F. Water service may be discontinued by the Company for refusal to grant access for the aforementioned purposes

1. where the Company has a reasonable basis to believe, from the nature or use or such premises, that a determination should be made as to the existence, non-existence or degree of contamination hazard or

2. 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. However, the Customer will not be subject to discontinuance if, upon the refusal to provide access, he provides a certification by a professional engineer (or architect) licensed and registered in New York State that a backflow prevention device that meets the requirements of the Company and the State Department of Health has been installed; or, in the alternative, the Customer provides a certification by a professional engineer (or architect) licensed and

registered in New York State that such device is unnecessary at the premises. Such certification must be to the satisfaction of the Company.

G. 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.

8.7 Interference with Company Property Prohibited

No person is permitted to turn the water on or off at any street valve, corporation stop or curb stop, or other street connection, or disconnect or remove any meter without the consent of the Company.

8.8 Access to and Removal of Company Equipment

A. Inspection and Examination

1. The Company has the right to enter, at all reasonable times, any location supplied with service by it, for the purposes of inspecting, examining, reading, testing, repairing and removing all of its equipment related to the provision of such service, except that it will not enter locked premises without the permission of the person lawfully in control, unless explicitly authorized by court order, or when an emergency may threaten the health or safety of a person, or the surrounding area of the utility's distribution system. Field inspections shall be conducted as required by 16 NYCRR S.14.18.

B. Removal

1. The Company reserves the right to remove any of its equipment, including meters and automatic meter reading equipment, at any time and to substitute other suitable equipment in its place.

2. Where the Company removes a meter for the purpose of testing it, the Customer shall be given an opportunity to obtain a reading prior to the installation of the substitute meter.

C. Third Party Access

1. The Customer shall not permit access to the meter or other facilities of the Company to anyone except authorized representatives of the Company or duly authorized State or local officials.

9. EXTENSION OF SERVICE:

9.1 Extensions – Residential Customers

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

However, extension of pipe line facilities is not normally made when the ground in which such pipes and connections are required to be laid, shall be frozen or shall otherwise present serious obstacles to laying the same.

B. 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 paragraph, and such service will 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 such request.

9.2 Extensions – Non-Residential Customers

The Company shall make reasonable efforts to provide service as soon as practicable under all the circumstances, but the Company shall not be held liable for failure to provide service for reasons beyond its control, including those for which it may delay an extension for residential service.

10. DISCONTINUANCE AND RECONNECTION OF SERVICE - RESIDENTIAL CUSTOMERS:

10.1 Reasons for Termination

The Company may discontinue water service for any one of the following reasons, provided advance final notice has been given in accordance with 16 NYCRR § 14.4:

A. Failure to pay any tariff charges that reflect service used during the preceding 12 months, for which a written bill has been given.

B. Failure to pay any tariff charges that reflect service used before the preceding 12 months, for which a written bill has been sent, in any of the following situations.

1. There was a billing dispute during the preceding 12 months.

2. There was an excusable utility delay.

3. The Customer's culpable conduct caused or contributed to the delay in billing.

4. The changes are necessary to adjust estimated bills.

(C) Failure to pay amounts due under a payment agreement.

(D) Failure to pay, or agree in writing to pay, equipment and installation charges relating to the initiation of service.

(E) Failure to pay a required deposit in accordance with the Company's Tariff.

(F) Where there is no Customer and service is being provided through tampered equipment.

(G) Where 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;

1. The Company intends to disconnect service unless the responsible party applies for service and is accepted as a Customer, and
2. The location of the nearest Company business office where application can be made.

(H) Willful waste or use of water through improper and imperfect pipes, or by another means. Whenever leakage occurs on pipes and facilities owned by the customer, the customer shall make necessary repairs without delay. If the customer fails to make said repairs within a reasonable time, the Company reserves the right to discontinue the supply until such time as the leak is repaired and all costs incurred by the Company are paid.

(I) Disconnection or tampering with any service pipe, seal, meter or any other appliance owned by the Company.

10.2 Customers Receiving Public Assistance

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.

10.3 Emergency Discontinuance

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. In such cases, the Company will, if possible provide advance notice to those whose service will be disconnected, and will act promptly to restore service as soon as feasible after disconnection. Where the cause of the disconnection is the condition or nature of the Customer's facilities, the Company shall so notify the Customer, who shall act promptly to correct the situation. Service will be restored to any premise which has been disconnected under this section, before it will be terminated for nonpayment of charges.

10.4 Voluntary Third Party Notice Prior to Discontinuance of Service

The Company shall permit a Residential Customer to designate a third party to receive a copy of every notice regarding termination of service 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 notice. The Company will notify the third party that the Agreement to Receive Notice does not mean the third party must pay for the service provided to the Customer.

10.5 Discontinuance of Residential Service – Special Procedure

Special emergency procedures, required by 16 NYCRR §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.

10.6 Reconnection of Service

A. The Company will reconnect residential service that has been terminated within 24 hours of the Customer's request for reconnection, unless prevented by circumstances beyond the Company's control or unless a Customer requests otherwise,

1. upon receipt of the full amount of arrears for which service was terminated;
2. upon correction of willful waste of water issue;
3. upon receipt of a signed payment agreement covering the full amount of arrears for which service was terminated, and any applicable charge for restoration of service, and the receipt of a down payment, if required under that agreement; upon direction by the Commission or its designee; or where the Company has received notice that a serious impairment to health or safety is likely to result if service is not reconnected. Doubts as to whether reconnection is required for health or safety reasons will be resolved in favor of reconnection.

B. Where circumstances beyond the Company's control prevent reconnection within 24 hours, the Company will immediately attempt to notify the Customer and reconnect service within 24 hours of the elimination of those circumstances.

11. TERMINATION PROCEDURES – RESIDENTIAL CUSTOMERS:

11.1 Final Termination Notice

Final Termination Notices shall contain the information required by 16 NYCRR S.14.4. (b), and shall not be issued until at least 20 calendar days after the date payment was due, nor shall a final termination notice be issued for non-payment of disputed charges while a complaint is pending before the Company or the Commission as provided in 16 NYCRR S.12.3.

11.2 Physical Termination of Service

A. The Company will not terminate service until at least:

1. 15 calendar days after a final termination notice has been given personally to the Customer or

2. 18 calendar days after a final termination notice has been mailed to the Customer at the service location or mailed to an alternative address that has been provided by the Customer for mailing purposes.

3. if the alternative address has been used, the Company will mail or deliver notice of the scheduled termination to the premises where service is rendered 10 calendar days after the final termination notice was mailed.

B. The Company will terminate 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

1. 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.

2. A day the offices of the Public Service Commission are closed.

C. The Company will not terminate service unless:

1. 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

2. 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 for required posting of accounts.

D. The Company will not terminate service more than 60 calendar days after issuance of the final termination notice that complies with this section or has updated the original notice to include the current arrears.

E. 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.

F. The Company will not terminate service during a two-week period encompassing Christmas Day and New Year's Day.

G. The provisions of this Paragraph 11 shall not apply to Emergency Discontinuances pursuant to Paragraph 10.3 of this Tariff.

11.3 Payment at the Time of Termination of Service

A. 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.

B. At the time of termination, if either payment of the full amount is offered, or if a Customer agrees to sign a payment agreement in accordance with this tariff and offers payment of any required down payment, the Company representative shall have to option to either:

1. allow the customer to contact the Company and provide a confirmation number that payment has been made, or
2. allow the Customer an extension of time of not less than one business day to contact the Company to make or arrange for payment within the specified time. However, if the customer fails to make payment or arrange for payment within the specified time, the Company may terminate service without further notice.

C. Whenever payment is accepted by the Company 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.

11.4 Dishonored Checks

A. If within the last 12 months a Customer has paid for service with a check that was subsequently dishonored, the Company has the right to accept only cash, certified check or money order from that Customer at the time of termination.

B. 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.

C. The Customer shall be responsible for payment to the Company of the bad check charge herein provided for any such dishonored negotiable instrument.

12. DEFERRED PAYMENT AGREEMENTS – RESIDENTIAL CUSTOMERS:

12.1 Eligibility

A. Any Residential Customer or Applicant is eligible, in accordance with 16 NYCRR S.14.10 for a payment agreement except when:

1. the Customer has defaulted on an existing payment agreement in the last 12 months;
2. the commission or its authorized designee determines that the Customer or Applicant has the resources to pay the bill; or

3. the Customer is a seasonal, short term or temporary Customer.

B. The Company will negotiate in good faith with any eligible Customer or Applicant in order to enter into an Agreement that is fair and equitable considering the Customer's or Applicant's financial circumstances. The Company may require a Customer or Applicant to complete a form detailing assets, income and expenses. Reasonable documentation to substantiate the information provided may also be required. The Company shall treat the financial information as confidential.

C. The Company shall make a written offer of a payment agreement not less than five calendar days (eight days if mailed) before the earliest date on which termination may occur; when payment of outstanding charges is a requirement for acceptance of an application for service; when payment of outstanding charges is a requirement for reconnection of service; or when the Company renders a backbill greater than \$100, provided the Customer's conduct did not cause or contribute to the underbilling.

12.2 Provisions of Agreement

A. A payment agreement must require the Customer or Applicant to pay all current bills on time.

B. Unless otherwise agreed to by the Company and the Customer, the Company is required to offer a payment agreement that covers amounts up to the cost of twice the Customer's average annual usage. The downpayment may include any amount owed in excess of twice the Customer's average annual usage.

C. A payment agreement offered for nonpayment of arrears, upon application for service or upon request for reconnection may require the Customer or Applicant to:

1. 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

2. 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.

D. If the Customer demonstrates financial need, no downpayment will be required and installments may be as low as \$10 per month above current bills.

E. A payment agreement offered for backbilling may require the Customer to pay the outstanding charges in three or more monthly installments up to the cost of one month's average usage or one twenty-fourth of such charges, whichever is greater.

F. A payment agreement must be signed in duplicate by a Company representative and the Customer and a downpayment, if required, must be received by the Company before the agreement becomes enforceable by either party.

G. A payment agreement may be renegotiated and amended if the Customer or Applicant demonstrates their financial circumstances have changed significantly beyond their control.

12.3 Reminder and Final Termination

A. If a Customer fails to make timely payments in accordance with a payment agreement, the Company will send a reminder notice at least eight calendar days before the day when a final will be sent.

B. 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 final termination notice.

C. If Customer demonstrates that his or her condition has changed due to circumstances beyond his or her control, the Company will renegotiate the agreement.

D. If a Customer has established a payment agreement to avoid shut off, and that customer fails to make timely payments, in accordance with a payment agreement, and the payment agreement is broken, the Company can terminate service.

13. MULTIPLE DWELLINGS AND TWO-FAMILY HOUSES:

13.1 Multiple Dwellings

A. The Company shall not discontinue service to an entire Multiple Dwelling unless it fulfills all requirements of 16 NYCRR S.14.7. Notice of termination shall contain the information and be provided in the manner specified in such Section.

B. The Company shall not discontinue service to any such multiple dwelling provided that the occupants notify the Company of their intention to pay current bills, and reach agreement with the Company to avoid termination of service, prior to the intended date of discontinuance.

C. During cold weather periods, the Company shall follow the special procedures for terminating heat-related service to an entire multiple dwelling as provided in 16 NYCRR S.14.7. (d).

13.2 Two-Family Houses

If the Company knows that service is provided to a two-family dwelling, service will not be terminated unless the requirements of 16 NYCRR S.14.8 are complied with, provided, however, that where the Company knows that service is billed separately for each unit, this section shall not apply. The Company will keep a record of two-family dwellings.

13.3 Not Applicable to Certain Discontinuances

The provisions of this Paragraph 13 shall not apply to an Emergency Discontinuance pursuant to Paragraph 10.3 of this Tariff or to Discontinuance for improper cross connection control pursuant to Paragraph 8.6 of this Tariff.

14. DISCONTINUANCE OF SERVICE – NON-RESIDENTIAL CUSTOMERS:

14.1 Reasons for Termination

Service may be discontinued for any one of the following reasons:

A. Use of water other than as represented in application or through branch connections on the street side of the meter or place reserved therefor.

B. Willful waste or use of water through improper and imperfect pipes, or by another means. Whenever leakage occurs on pipes and facilities owned by the Customer, the Customer shall make necessary repairs without delay. If the Customer fails to make said repairs within a reasonable time, the Company reserves the right to discontinue the supply until such time as the leak is repaired and all costs incurred by the Company are paid.

C. Disconnecting or tampering with any service pipe, seal, meter or any other appliance owned by the Company.

D. Non-payment of bills for water or services rendered by the Company in accordance with this schedule. All bills are due and payable net cash when rendered. In case any water bill or charges provided for in and by these rules shall not be paid within fifteen days following the rendering of the bill, the Company or its agents may, after complying with the requirements of law, discontinue water service to the Customer and service will not reestablished until the water charges are fully paid, together with the charge for restoration of service as elsewhere provided herein, and the Customer pays a deposit equal to twice the normal estimated bill, if applicable.

E. Cross-connecting pipes carrying water supplied by the Company with any other source of supply, process, equipment, or chemicals, or with any apparatus which may endanger the quality of the Company's water supply, or where any water outlet is maintained improperly, or not protected against back-flow or back-siphonage.

- F. Refusal of reasonable access to the property for the purposes of inspecting fixtures or piping or for reading, repairing, testing or removing meters and associated equipment.
- G. Sub-metering or reselling water.
- H. Failure to install and maintain, in good order, connecting pipes, connections or fixtures owned by the Customer, backflow prevention devices, or approved physical connection installations as required under this Tariff or any law or regulation.
- I. Failure or neglect to connect to a new service pipe installed in front of a Customer's premises, previously supplied by private connecting pipe.
- J. Failure to properly construct and maintain meter housing, meter vault or above ground meter structure.
- K. In case of vacancy of premises.
- L. Violation of the rules of the Company as filed with the Public Service Commission.
- M. Making permanent or temporary repairs, changes or improvements in any part of the Company's system.
- N. Non-compliance in good faith with any governmental directive, notwithstanding that such order or directive subsequently may be held invalid.
- O. Failure to contract for services where such contract is required.
- P. Connecting or operating any piping or other facility on the Customer's premises in such manner as to adversely affect the safety or adequacy of service provided to other Customers present or prospective.
- Q. Where the condition of the Customer's installation presents a hazard to life or property.
- R. When an emergency may threaten the health or safety of a person, the surrounding area, or the Company's distribution system.

14.2 Notice of Discontinuance

Written notice of discontinuance of service will be given except in those instances where a public health hazard exists.

15. TERMINATION PROCEDURES – NON-RESIDENTIAL CUSTOMERS:

15.1 Physical Termination of Service

No discontinuance of the supply of water for non-payment of bills rendered for service or failure to post a required deposit will be made until:

A. At least fifteen days after written notice has been served personally upon the proper person or persons as hereinafter defined, or

B. At least eighteen days after mailing written notice in post-paid wrapper to the address of such person or person, or

C. At least fifteen days after the proper person or persons has either signed for or refused a registered letter containing written notice mailed to the address of such proper person or persons.

D. The term “Proper Person” means (a) either the owner of the premises where service is rendered, or in lieu thereof, the person, firm or corporation to whom or which the last preceding bill has been rendered and from whom or which the Company has received payment therefor, and (b) the superintendent or other person in charge of the building or premises where service is rendered, if it can be readily ascertained that there is such superintendent or other person in charge.

E. The term “address of such proper person or persons” as that term relates to the persons indicated in Section 533.1 (d) (1) of Subchapter C of Chapter V of 16 NYCRR, means the address where service is rendered, except that if the proper person has specified to the Company in writing an alternative address for billing purposes, such term shall refer to such alternate address.

15.2 Final Termination Notice

Every notice indicating discontinuance of service shall provide the information required by and be in the form prescribed by 16 NYCRR S.533.

15.3 Posting of Accounts

A. The Company will not discontinue service for non-payment of bills rendered or for failure to post a required deposit unless:

1. It has verified that payment has not been received at the office of the Company, or at any office of an authorized Collection Agent through the end of the notice period required by this part; and

2. It shall have verified on the day disconnection occurs that payment has not been posted to the Customer's account as of the opening of business on that day, or shall have complied with procedures as hereinafter defined.

B. The Company will take reasonable steps to establish procedures to insure that any payments made in response to notices of discontinuance, when the Customer brings the fact that such a notice has been issued to the attention of the Company or its Collection Agents, shall either:

1. Be posted to the Customer's account on the day payment is received; or

2. Be processed in some manner so that discontinuance will not occur.

15.4 Days Discontinuance Not Permitted

The Company shall not discontinue service to any person for non-payment of bills or for failure to post a required deposit on a Saturday, Sunday, 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.

15.5 Dishonored Negotiable Instruments

A. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of the Customer's account and the Company shall not be required to issue additional notice prior to discontinuance.

B. The Customer shall be responsible for payment to the Company of the bad check charge herein provided for any dishonored negotiable instrument.

C. Should the Company receive a negotiable instrument from the Applicant or Customer in payment of any bill, charge or deposit and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the Applicant or Customer a handling charge in accordance with the fee set forth under Service Classification No. 8 (Miscellaneous Service-Bad Check Charge) of this Tariff.

16. COMPLAINT HANDLING PROCEDURES:

The following procedures are established for the handling of complaints:

A. Any complaint filed with the Company by any Customer in regard to any bill for service rendered or any deposit required will be promptly acknowledged, and fairly investigated in a reasonable period of time. Customers or Applicants may call the Company office with any questions or problems.

B. Each complaint must include the following:

1. The complainant's name, address and if obtainable, account number.
2. A brief description of the act or omission complained of, with the approximate date thereof.

C. The result of the Company's investigation will be promptly reported to the complaining Customer in plain language. Where the report is made orally, the Company will provide the Customer with the report in writing upon request.

D. Pending the said investigation, service will not be discontinued, nor shall a new notice of discontinuance be issued; provided, however, that the Customer will be required to pay the undisputed portion of a disputed bill or deposit, which may include bills for current usage.

E. If, after the completion of such investigation, the Company determines that the disputed service has been rendered, or that the disputed charge or deposit is proper, in whole or in part, the Company will require the full bill or deposit or the appropriate portion thereof to be paid; in such event, or where the resolution of the Complaint is otherwise wholly or partially in the Company's favor, appropriate notice of the determination shall be given to the Customer, and the Company shall include a statement advising the Customer of the availability of the Public Service Commission's complaint handling procedures, including the Commission's address and telephone number.

F. If a Non-Residential Customer fails to pay such required amount after receipt of notice, service to such Non-Residential Customer will not be discontinued until at least five days after notice of the Company's determination, where personal service is made upon the person supplied, or at least eight days after mailing of such notice; provided further that no discontinuance shall occur during such period as the Company is precluded from doing so in accordance with the Rules and Regulations of the Public Service Commission.

G. If a Residential Customer fails to pay such amount after receipt of notice, service to such Residential Customer will not be terminated until at least 15 days after the Company provides the Customer with the results of the investigation, as long as the Customer pays the undisputed portions of the bills for service, which may include bills for current usage.

H. If a Customer is dissatisfied with the resolution of the complaint by the Company, the Customer may complain orally or in writing to the Commission. Where the complaint procedures of the Public Service Commission have been invoked and it is determined that the disputed service has been rendered, or that the disputed charge or deposit is proper, in whole or in part, the Customer's service shall not be discontinued for failure to pay the amount found appropriate until at least fifteen days' notice of the Commission's determination, where personal service is made upon the person supplied, or at least eight days after mailing of such notice.

17. RESTORATION OF SERVICE CHARGE:

When water service has been discontinued on written order of the Customer or for non-payment of bills or for violation of these rules and service is again desired by the same Customer, including seasonal Customers, a fee in accordance with that set forth under Service Classification No. 8 (Miscellaneous Service – Restoration Charges) of this tariff will be charged.

18. AUTHORITY OF AGENTS OR EMPLOYEES:

No agent or employee of the Company shall have authority to bind it by any promise, agreement or representation not provided in this Schedule or the Rules and Regulations of the Company, or in any way inconsistent therewith, nor shall any agent or employee of the Company have any authority to modify any provision in this Schedule.

19. CHANGE IN SCHEDULE FOR WATER SERVICE:

A. The Company reserves the right to terminate, change, revise or supplement this Schedule or its Rules and Regulations, to the extent permitted by Law, or permitted by the applicable regulations of the state regulatory body having jurisdiction.

B. Bills for all meter reading periods affected by a change in rates will be pro-rated and computed on the basis of average daily use.

20. BUDGET BILLING:

Customers shall have the option to enroll in a voluntary program to pay for water services in equal estimated monthly installments. The total service for a 12-month period will be averaged over 11 months and may be paid in 11 equal monthly installments. The estimated budget amount will be subject to review and adjustment semi-annually on a cyclical basis. Final adjustments and/or refunds as required will be made in the twelfth month.

21. NO WAIVER:

The failure of the Company to insist in any one or more instances upon strict compliance with any provision of this Schedule shall not be construed as a waiver or relinquishment of right of the Company thereafter, to require compliance with such provisions of this Schedule.

22. FORMS:

22.1 Application for Water Service to Premises Previously Supplied

SUEZ WATER NEW YORK INC.
APPLICATION FOR WATER SERVICE

Service No.	_____	Route No.	_____
Cycle	_____	Folio	_____
Premise Code	_____	T	_____
Received By	_____	Date	_____
Amount of Deposit	\$ _____		_____
Location of Premises	_____		

Customer (Print) _____
(If Corporation, give exact corporate name)

Mailing Address _____

Date of Purchase or Lease _____

Phone Number _____
(Premises)

(TO BE FILLED IN BY CUSTOMER)

Former Residence or Place of Business _____

Did you pay for water service there Yes _____ No _____

INDIVIDUALS ONLY

Employed by _____
(Name of Company)

How Long Employed _____

Business Address _____

_____ Dept. _____

The undersigned hereby agrees to comply with all the rules and regulations of the SUEZ Water New York Inc. and to be responsible for the payment of all bills for water supplied to the above premises from _____ until the Company is notified in writing of change of ownership or tenancy, and to assume all charges for meter repairs caused by frost, hot water, misuse or external causes.

(Signature of Customer)

Witness or Attest:

Note: If Customer is a corporation, application should be signed by the President or Vice-President and attested by the Secretary or Assistant Secretary.

22.2 Application for Water Service to Premises Not Previously Supplied

New Business Department

SUEZ WATER

Tel: 845.620.3334

janet.gonzalez@suez.com



Phone: (845) 620-3334

Date: _____

APPLICATION FOR NEW WATER SERVICE CONNECTION

NEW SERVICE ADDRESS

Street: _____

Town/Zip: _____

Nearest Cross Street: _____

POINT OF CONTACT – CORRESPONDENCE WILL BE MAILED FOR SIGNATURE:

Name: _____

Company: _____

Street: _____

Town/Zip: _____

Cell No.: _____

E-mail Address: _____

FIRE & DOMESTIC SERVICES MUST BE INSTALLED SIMULTANEOUSLY.
(Please check appropriate item).

PREMISE INFORMATION

Meter Pit

Hot Box

Meter Room

THE USE OF A METER ROOM MUST BE APPROVED BY THE NEW BUSINESS DEPT.

YES / NO Swimming Pool Or Well*

YES / NO Commercial Property*

YES / NO Irrigation*

If the Applicant answers YES to any of the above questions, a Backflow Prevention Device is required at the premises. Please see the link below for important information regarding device application and installation.

NYS Department of Health Cross-Connection Control Program <https://health.ny.gov/environmental/water/drinking/cross/>

Please refer also to applicable County Department of Health web pages for additional local information.

- Rockland: <http://rocklandgov.com/departments/health/environmental-health/water-supply/>
- Westchester: <https://health.westchestergov.com/environmental-health>
- Orange: <https://www.orangecountygov.com/535/Environmental-Health>
- Putnam: <https://www.putnamcountyny.com/health/environmental/>
- Tioga: <https://www.tiogacountyny.com/departments/public-health/>

FIRE LINE* – Backflow Preventer Required:

Size of Service Requested: New _____ Enlargement _____ Relocation _____
3/4" _____, 1" _____, 1-1/2" _____, 2" _____, 3" _____, 4" _____, 6" _____, 8" _____, 10" _____

DOMESTIC SERVICE: (Multiple Meters/Service Lines Require 911 Postal Code Address Confirmation Receipt – 845-364-8908)

Single Meter _____ Individual LW Meters _____ *Quantity _____ Size _____

*For more than 3 meters, provide meter layout drawing.

Size of Service Requested:

New _____ Enlargement _____ Relocation _____
3/4" _____, 1" _____, 1-1/2" _____, 2" _____, 3" _____, 4" _____, 6" _____, 8" _____

For Office Use Only:

Size of Main: _____ Material: Cast Iron Ductile Iron
Pressure: _____ psi Existing Svc No.(s): _____

REQUIREMENT:

- **PLEASE INCLUDE ONE (1) COPY OF A SITE, SURVEY, OR PLOT PLAN TO SCALE OF THE SUBJECT PROPERTY. THE PLAN SHALL INCLUDE THE FOLLOWING: ADDRESS OF PROPOSED PROPERTY, BLOCK AND LOT NUMBERS, LOCATION OF METER PIT OR ABOVE GROUND HEATED STRUCTURE WHERE METERS WILL BE HOUSED, AS WELL AS THE LOCATION WHERE THE WATER LINES WILL BE COMING INTO THE PROPERTY FROM THE CURB.**

NOTE: Suez Water New York Division cannot guarantee the installation of new services between November 1st and April 1st. Existing customers and system repair will take priority during this time period.

Effective January 2019

22.3 Application for Service Connection and Pipe to Premises for which Water Service is not Immediately Desired

SUEZ WATER NEW YORK INC.

APPLICATION FOR SERVICE CONNECTION AND PIPE TO PREMISES
FOR WHICH WATER SERVICE IS NOT IMMEDIATELY DESIRED

Location of Premises _____

Size of Meter _____

Business or Residential _____

Type of Business _____

Backflow Preventer Required Yes _____ No _____

The undersigned Applicant hereby requests SUEZ Water New York Inc. to furnish a service connection and service pipe from its main to the above described premises, through which water service is not immediately desired.

In consideration of the Company providing, placing and constructing the said service pipe and accessories from its main to the property line of the Applicant as hereinabove described, the Applicant agrees to pay to the Company the reasonable cost thereof.

It is understood and agreed that whenever water service is begun the charges so paid will be refunded to Applicant, less a sum computed at the rate of three (3%) percent per annum for the period which said pipe has been in the ground, provided that such refund does not exceed the amount of Applicant's initial payment.

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: August 1, 2020

Leaf No. 53
Revision: 0
Superseding Revision:

The Applicant agrees to pay the rates and comply with the rules and regulations of the Company, as set forth in the Schedule for Water Service filed with the Public Service Commission of the State of New York, copies of which are available for inspection at the office of the Company.

The Applicant further agrees to give ten days' written notice to discontinue service, it being understood that failure to do so will make the Applicant liable for water charges at the premises until written notice is received.

Signature of Applicant

Witness or attest:

Application Accepted:
SUEZ WATER NEW YORK INC.

Date: _____ By _____

22.4 Application for Private Fire Service

SUEZ WATER NEW YORK INC.
APPLICATION FOR PRIVATE FIRE SERVICE

Location of
Premises _____

Size of Meter _____ Monthly Charge _____

Effective Date of Service _____

The undersigned Applicant hereby requests SUEZ Water New York Inc. to furnish a service connection and service pipe from its main to the above described premises for purposes of fire protection only.

The Applicant agrees to pay the rates from the above Effective Date of Service and comply with the rules and regulations of the Company, as set forth in the Schedule for Water Service, filed with the Public Service Commission of the State of New York, copies of which are available for inspection at the office of the Company.

The Applicant further agrees to give ten days' written notice to discontinue service, it being understood that failure to do so will make the Applicant liable for water charges at the premises until written notice is received.

It is further agreed that except as to the liability, if any, imposed by law in case of loss or damage resulting from gross negligence or willful misconduct on the part of the Company, its agents or employees, the Company shall not in any way or under any circumstances be held liable or responsible to the Applicant for any losses or damage resulting from fire or water or other causes which may occur due to the installation or presence of said private fire service connection or any pipe or fixture connected therewith; or for any losses or damage resulting from any leakage or other flow of water from said private fire service connection or any of the pipes or fixtures connected therewith; or for any losses or damage resulting from any excess or deficiency in pressure or supply of water due to any cause whatsoever.

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: August 1, 2020

Leaf No. 55
Revision: 0
Superseding Revision:

The Applicant agrees that it shall not cause or permit any additives or chemicals to be present in the fireline without first obtaining approval from SUEZ Water New York Inc. and complying with the provisions of the Tariff governing cross connection control.

Signature of Applicant

Witness or Attest:

Application Accepted:
SUEZ WATER NEW YORK INC.

Date: _____ By: _____

22.5 Application for Fire Hydrants

SUEZ WATER NEW YORK INC.

APPLICATION FOR FIRE HYDRANTS

The _____ (hereinafter referred to as the "Applicant") requests the SUEZ Water New York Inc. to erect _____ fire hydrants at the following designated locations, said hydrants to be used for fire purposes only.

The Applicant agrees to pay the rates and comply with the rules and regulations of the Company, as set forth in the Schedule for Water Service filed with the Public Service Commission of the State of New York, copies of which are available for inspection at the office of the Company.

The Applicant further agrees to give at least thirty days' written notice directed to the end of any calendar month to discontinue service, it being understood that failure to do so will make the Applicant liable for hydrant charges until written notice is received.

This Application is made pursuant to a Resolution duly passed by the _____ of _____, County, New York, at a meeting duly called and held on the _____ day of _____, 20 _____.

LOCATION OF FIRE HYDRANTS

APPLICANT:

By: _____ Clerk

Date: _____

AGREEMENT FOR EXTENSION

22.6 Surcharge Required

THIS AGREEMENT, made this _____ day of _____,
Two Thousand _____, between the SUEZ WATER NEW
YORK INC. a corporation of the State of New York, with its principal office at
West Nyack, New York, hereinafter called "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 his property to said extension immediately upon completion thereof for the purpose of receiving regular water service therefrom.

SECOND: To abide by all the rules and regulations set forth in the Company's Schedule for Water Service (P.S.C. No. 2 – Water), duly filed with the Public Service Commission of the State of New York, as may be amended from time-to-time.

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 (19%) percent 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 request, the surcharge shall be limited to nineteen (19%) percent 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, the surcharge mentioned in Article Two shall be so adjusted as to yield to the Company not more than nineteen (19%) percent in any one year from all Customers served from said extension.

SECOND: Said surcharge shall be reasonably allocated to the several Customers served from said extension proportional to their relative net length from the beginning of the extension, taking into account that seventy-five (75) feet of main and the service pipe are to be allowed without surcharge for each Customer.

THIRD: All surcharges shall cease:

(a) Whenever the number of Customers on the main extension, multiplied by seventy-five (75) feet, shall equal or exceed the length of the main extension.

(b) In any event, at the end of ten 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 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:

(a) Should further or additional longitudinal or lateral main extensions be made from any point on the original extension, the subsequent Applicant or Applicants, as the case may be, requiring the further extension shall be required to pay either

(i) a pro rata share of the surcharge required under Paragraph FOURTH of Article TWO for the remainder of the original Applicant's term of payment; or

(ii) a pro rata share of the entire cost of the extension if the original or previous Applicant elected to pay the entire cost under Paragraph FOURTH, of Article THREE. The original or previous Applicant shall receive a credit for the pro rata share of the cost of the first extension being borne by the later Applicant(s).

(b) In addition to the requirements of Paragraph FIFTH above, the Applicant or Applicants requesting a longitudinal or lateral main extension from any point off a previous extension shall be subject to all requirements of this Surcharge Agreement as they relate to such further extensions.

SIXTH: The ownership of this extension shall be vested in the Company.

IN WITNESS WHEREOF the Applicant and the Company have caused these presents to be executed the day and year first above written.

SUEZ WATER NEW YORK INC.

By

Vice President

Attest:

Assistant Secretary

_____(L.S.)

Address

Address

Witness:

AGREEMENT FOR EXTENSION

22.7 (A) Company Performed Installation

(Applicable to Extensions to Applicants Who
Cannot Qualify as a Reasonably Permanent Customer)*

THIS AGREEMENT, made this _____ day of _____, Two Thousand and _____, between SUEZ WATER NEW YORK INC. a Corporation of the State of New York, with its principal office at West Nyack, 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.

* 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.

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

FOURTH: The estimated paving cost associated with said main extension is _____ Dollars (\$ _____).

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 and other extension costs as defined in 16 NYCRR 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. 2 – 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. After the Applicant demonstrates reasonable permanency, should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall be entitled to a credit as provided in Paragraph FIFTH of Article THREE of the surcharge agreement the Applicant will be required to execute pursuant to Paragraph SECOND of Article THREE of this Agreement.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the extension of the main and facilities, exclusive of paving costs, is known, and if the estimated cost exceeds the actual cost, the Company shall within sixty (60) days refund the difference and the proportionate amount of taxes to the Applicant. If the difference, including taxes is not refunded within sixty (60) days from when the job is completed or the utility receives invoices, whichever is later (“Completion Date”), then the amount to be refunded will include interest on the difference beginning from the Completion Date. Notwithstanding the above, if the difference between the deposited estimated cost, including related taxes, and the actual cost exceeds 20%, the amount refunded shall include interest on the portion of the deposit in excess of actual cost beginning from the Completion Date, unless such difference can be shown to have been due to causes that could not have been reasonably anticipated by the Company. The annual rate of interest shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate.

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.

No refund on the advance shall be made to the Applicant before the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency.

At the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency, the Applicant shall be entitled to a refund, without interest, of the portion of the deposit related to seventy-five (75) feet plus the total 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. Upon demonstrating reasonable permanency, the Applicant and Company will immediately enter into an applicable surcharge agreement.

Payment of refunds properly due will not be made until such agreement is executed.

THIRD: The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraph Second hereof, shall expire five 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 described in Paragraph SECOND of Article THREE 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 greater of the unadjusted customer deposit rate or the applicable late payment rate. 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.

SEVENTH: 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

SUEZ WATER NEW YORK INC.

By: _____
Vice President

Attest:

Assistant Secretary

_____(L.S.)

Address

Witness:

AGREEMENT FOR EXTENSION

22.7 (B) Company Performed Installation

(Applicable to Extensions to Real Estate Developers)*

THIS AGREEMENT, made this _____ day of _____, Two Thousand and _____, between SUEZ WATER NEW YORK INC. a corporation of the State of New York, with its principal office at West Nyack, 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:

*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.

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 16 NYCRR Part 501 is _____ Dollars (\$ _____).

FOURTH: The estimated paving cost associated with said main extension is _____ Dollars (\$ _____).

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 16 NYCRR 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. 2 – 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 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 extension of the main and facilities, exclusive of paving costs, is known, and if the estimated cost exceeds the actual cost, the Company shall within sixty (60) days refund the difference and the proportionate amount of taxes to the Applicant. If the difference, including related taxes, is not refunded within sixty (60) days from when the job is completed or the utility receives invoices, whichever is later (“Completion Date”), then the amount to be refunded will include interest on the difference beginning from the Completion Date. Notwithstanding the above, if the difference between the deposited estimated cost and the actual cost exceeds 20%, the amount refunded shall include interest on the portion of the deposit in excess of actual cost beginning from the Completion Date, unless such difference can be shown to have been due to causes that could not have been reasonably anticipated by the Company. The rate of interest shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate.

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 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 year from the date of completion of the extension aforesaid, and annually thereafter, the Applicant shall be entitled to a refund, 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.

THIRD: The right to any refunds, partial or total, except such refunds as shall have already accrued pursuant to Paragraph Second hereof, shall expire five 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 described in Paragraph SECOND of Article THREE 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 greater of the unadjusted Customer deposit rate or the applicable late payment rate. 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.

SEVENTH: 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.

SUEZ WATER NEW YORK INC.

By _____
Vice President

Attest:

Assistant Secretary

_____(L.S.)

Address

Witness:

AGREEMENT FOR EXTENSION

22.7 (C) Applicant Performed Installation

(Applicable to Extensions to Real Estate Developers)*

THIS AGREEMENT, made this _____ day of _____, Two Thousand and _____, between SUEZ WATER NEW YORK INC. a corporation of the State of New York, with its principal office at West Nyack, 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:

*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.

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 the 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 (\$ _____).

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 Company inspection, testing and disinfection fees. Such amount shall be subject to reconciliation after all such costs are known and the difference shall be either refunded to or collected from the Applicant.

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. The Company shall require the Applicant's contractor to warrant the work in accordance with Paragraph NINTH of Article TWO. The Applicant shall obtain the contractors consent to this warranty requirement.

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. 2 - 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 contemplated by this Agreement, irrespective of whether any such damage or injury is caused by or results from the negligence of 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: The Applicant agrees to provide, at its own expense, the following insurance coverages:

<u>Types</u>	<u>Minimum Amounts</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Automobile Liability Insurance	\$500,000 per person
Bodily Injury	\$500,000 per accident
<u>Commercial General</u>	
Liability Insurance (including broad form contractual liability Insurance, completed operations Insurance, explosion, collapse and Underground (X,C & U) and insurance for bodily injury and property damage)	\$ 1,000,000 ea. Occurrence /\$2,000,000 Aggregate

Certificates of Insurance shall name the Company as an additional insured and shall be furnished to the Company prior to the commencement of work.

NINTH: The Applicant's contractor shall 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 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's contractor, under Company supervision, shall remedy at his 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's contractor shall remedy at his 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 warranty with respect to work repaired or replaced hereunder will run for the greater of one year from the date of such repair or replacement or the remainder of the original two year period. During the warranty period as defined herein, the Applicant's contractor 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. Upon verification by the Company of the total cost of the installation, the Applicant shall advance to the Company an amount equal to the Federal Income taxes on the total value of the installation, including the cost of fire hydrants, service connections and the Company fees for inspection, testing and disinfection. The Company shall not accept the Applicant installation into service until said tax payments are made. The actual cost of the extension, once known, will be filed with and appended to this document.

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

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 the cost of the extension, without interest, proportionate to the number of Customers connected to the extension that year multiplied by seventy-five (75) feet and then divided by the total extension length. The refund shall include a proportionate amount of the taxes advanced to the Company pursuant to Paragraph FIRST hereof.

(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 Paragraph Second (b) hereof, shall expire five 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 together with associated taxes, or in the event the actual cost is less than the Applicant's estimate, then the refund shall not exceed the actual cost of the extension together with associated taxes.

FOURTH: 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 in accordance with Paragraph SECOND of Article THREE, the refund shall begin to accumulate interest beginning on the sixty-first (61st) day at the greater of the unadjusted customer deposit rate or the applicable late payment charge. 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 Applicant for any reason fail to commence installation within ninety (90) days of this Agreement, the Company shall have the right to terminate this Agreement.

SEVENTH: 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.

SUEZ WATER NEW YORK INC.

By _____
Vice President

Attest:

Assistant Secretary

_____(L.S.)

Address

Witness:

AGREEMENT FOR EXTENSION

22.7 (D) Applicant Performed Installation

(Applicable to Extensions to Applicants Who
Cannot Qualify as a Reasonably Permanent Customer)*

THIS AGREEMENT, made this _____ day of _____, Two Thousand and _____, between SUEZ WATER NEW YORK INC. a corporation of the State of New York, with its principal office at West Nyack, 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.

* 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.

THIRD: (a) The Applicant's estimate of the cost of said main extension, including the cost of the 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 the said main extension, including the cost of the 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 (\$_____).

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 Company inspection, testing and disinfection fees. Such amount shall be subject to reconciliation after all costs are known and the difference shall be either refunded to or collected from the Applicant.

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. The Company shall require the Applicant's contractor to warrant the work in accordance with Paragraph NINTH of Article TWO. The Applicant shall obtain the contractor's consent to this warranty requirement.

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. 2 – 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. After the Applicant demonstrates reasonable permanency, should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall be entitled to a credit as provided in Paragraph FIFTH of Article THREE of the surcharge agreement the Applicant will be required to execute pursuant to Paragraph THIRD of Article THREE of this Agreement.

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

<u>Types</u>	<u>Minimum Amounts</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Automobile Liability Insurance	\$500,000 per person
Bodily Injury	\$500,000 per accident
<u>Commercial General</u>	
Liability Insurance (including broad form contractual liability Insurance, completed operations Insurance, explosion, collapse and Underground (X,C & U) and insurance for bodily injury and property damage)	\$ 1,000,000 ea. Occurrence /\$2,000,000 Aggregate

Certificates of Insurance shall name the Company as an additional insured and shall be furnished to the Company prior to the commencement of work.

NINTH: The Applicant's contractor shall 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 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's contractor, under Company supervision, shall remedy at his 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's contractor shall remedy at his 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's contractor. The warranty with respect to work repaired or replaced hereunder will run for the greater of one year from the date of such repair or replacement or the remainder of the original two year period. During the warranty period as defined herein, the Applicant's contractor 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. Upon verification by the Company of the total cost of the installation the Applicant shall advance to the Company an amount equal to the Federal Income taxes on the total value of the installation, including the cost of fire hydrants, service connections and the Company fees for inspection, testing and disinfection. The Company shall not accept the Applicant installation into service until said tax payment is made. The actual cost of the extension, once known, will be filed with and appended to this document.

SECOND: If the actual cost exceeds the Applicants estimate, the Applicant shall advance to the Company the taxes associated with that additional cost.

THIRD: No refund of the cost of the installation shall be made to the Applicant before the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency.

At the expiration of thirty (30) days from the date the Applicant takes service and demonstrates reasonable permanency, 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 plus the total cost of the service, hydrants and accessories. The refund shall include a proportionate amount of the taxes advanced to the Company pursuant to Paragraph FIRST hereof. Upon demonstrating reasonable permanency, the Applicant and Company will immediately enter into an applicable surcharge agreement. Payment of refunds properly due will not be made until such agreement is executed.

FOURTH: The right to any refunds, partial or total, shall expire five 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 together with associated taxes, or in the event the actual cost is less than the Applicant's estimate, then the refund shall not exceed the actual cost of the extension together with associated taxes.

FIFTH: No interest will be paid on the refund, except that if refunds are not made within sixty (60) days of the date the Applicant is entitled to a refund in accordance with Paragraph THIRD of Article THREE, the refund shall begin to accumulate interest beginning on the sixty-first (61st) day at the greater of the unadjusted Customer deposit rate or the applicable late payment charge. 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 this 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.

SUEZ WATER NEW YORK INC.

By: _____
Vice President

Attest:

Assistant Secretary

_____(L.S.)

Address

Witness:

22.8 Deferred Payment Agreement – Residential Service

SUEZ WATER NEW YORK INC.

RESIDENTIAL CUSTOMER PAYMENT AGREEMENT

Account Name _____ Date _____

Service Address _____

Phone Number _____ Account No. _____

ABOUT THIS AGREEMENT

This is an agreement by _____
(Name of Customer)

to make payments to SUEZ Water New York Inc. for amounts owed. SUEZ Water New York Inc. agrees it will not turn off your service to the address listed above provided you sign this agreement and make these payments on time.

HOW MUCH IS TO BE PAID

The total amount owed for service and past due as of _____
is as follows: (month, day, year)

Water service charges	\$ _____
Reconnection charges	\$ _____
TOTAL	\$ _____

HOW PAYMENT IS TO BE MADE

You are to pay the amount owed in the following way:

A down payment in the amount of \$ _____ shall be paid by _____.
Installment payments on the remaining balance of \$ _____ will be paid as follows:

Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Deferred Payment Agreement – Residential Service

SUEZ WATER NEW YORK INC. (Continued)

FAILURE TO COMPLY WITH AGREEMENT

If you fail to comply with the terms of this agreement, SUEZ Water New York Inc. will take steps to terminate service to the address listed above.

CHANGE IN FINANCIAL CIRCUMSTANCES

If you cannot make payments as required under this Agreement due to a significant change in financial circumstances beyond your control, the Company will amend the terms of the Agreement to reflect such change. If a significant change in your financial circumstances does occur, you must notify the Company prior to the next date when payment is due. To notify the Company, please call us at 845-623-1500 or visit our office at 360 West Nyack Road, West Nyack, New York.

ACCEPTANCE OF AGREEMENT

If this agreement form is not signed and returned to us with the downpayment by _____, this agreement will not be binding on the Company, and SUEZ Water New York Inc. may take steps to terminate service.

This Payment Agreement covers only amounts in arrears. All current bills for service must be paid on time.

I accept this agreement.

Customer's Signature _____

Name (typed or printed)

Date _____

Company's Signature _____

Name (typed or printed)

Title

23. STATEMENTS

23.1 CUSTOMER-SIDE LEAD SERVICE LINE REPLACEMENT SURCHARGE -
(CSLSL) – NEW YORK/FOREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO-NICHOLS).

Applicable to Metered Customers

I. General Description

Purpose: To recover the investment (pre-tax return and amortization) and program costs for customer-side lead service line replacements completed on and after February 1, 2020.

Effective: The CSLSL Surcharge will become effective once reviewed and approved by Commission Staff.

II. Computation of the CSLSL Surcharge

Calculation: The CSLSL Surcharge will be updated annually to reflect the construction and other program costs (customer outreach, sampling and other direct costs) of the preceding twelve (12) months and will be submitted to Staff within 60 days after the end of the term of each Rate Year. The submitted surcharge will go into effect 60 days after submittal unless Staff submits a letter to the Company indicating the submitted Reconciliation amounts should be adjusted.

CSLSL Surcharge Amount: - The charge will be expressed as a percentage carried to two (2) decimal places, and will be applied to the Projected Annual Metered Revenues. The surcharge will be subject to all revenue based taxes.

23.1 CUSTOMER-SIDE LEAD SERVICE LINE REPLACEMENT SURCHARGE -
(CSLSL) – NEW YORK/FOREST PARK (continued)

Formula: The formula for the calculation of the CSLSL Surcharge is as follows:

$$\text{CSLSL Surcharge} = \frac{(\text{CE} - \text{AA} - \text{ADIT}) \times \text{Pre-tax ROR} + \text{A}}{\text{PABR}}$$

Where:

CE = Construction and program costs

AA = Accumulated Amortization

ADIT = Accumulated Deferred Income Taxes

Pre-tax ROR = 8.12%

A = Annual amortization on total program costs

PABR = New York/Forest Park Projected Annual Metered Revenues

Effective with this statement, the Surcharge is X.XX%.

III. Safeguards

Audit/Reconciliation: The CSLSL will be subject to an annual audit. It will also be subject to annual reconciliations between the authorized collections and actual collections and filed with the Commission within sixty (60) days after the end of each rate year. The submitted surcharge will go into effect 60 days after submittal unless Staff submits a letter to the Company indicating that the surcharge should be adjusted. Any over-collections or under-collections will accrue interest at the other customer capital interest rate established by the Commission each year. Adjustments for over and under collections will be reflected in the next CSLSL Surcharge filing.

23.2 CUSTOMER-SIDE LEAD SERVICE LINE REPLACEMENT SURCHARGE -
(CSLSL) –WESTCHESTER RATE DISTRICTS 1 AND 2

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Applicable to Metered Customers

I. General Description

Purpose: To recover the investment (pre-tax return and amortization) and program costs for customer-side lead service line replacements completed on and after February 1, 2020.

Effective: The CSLSL Surcharge will become effective once reviewed and approved by Commission Staff.

II. Computation of the CSLSL Surcharge

Calculation: The CSLSL Surcharge will be updated annually to reflect the construction and other program costs (customer outreach, sampling and other direct costs) of the preceding twelve (12) months and will be submitted to Staff within 60 days after the end of the term of each Rate Year. The submitted surcharge will go into effect 60 days after submittal unless Staff submits a letter to the Company indicating the submitted Reconciliation amounts should be adjusted.

CSLSL Surcharge Amount: - The charge will be expressed as a percentage carried to two (2) decimal places, and will be applied to the Projected Annual Metered Revenues. The surcharge will be subject to all revenue based taxes.

23.1 CUSTOMER-SIDE LEAD SERVICE LINE REPLACEMENT SURCHARGE -
(CSLSL) – WESTCHESTER RATE DISTRICTS 1 and 2 (continued)

Formula: The formula for the calculation of the CSLSL Surcharge is as follows:

$$\text{CSLSL Surcharge} = \frac{(\text{CE} - \text{AA} - \text{ADIT}) \times \text{Pre-tax ROR} + \text{A}}{\text{PABR}}$$

Where:

CE = Construction and program costs

AA = Accumulated Amortization

ADIT = Accumulated Deferred Income Taxes

Pre-tax ROR = 8.12%

A = Annual amortization on total program costs

PABR = SWNY-Westchester Projected Annual Metered Revenues

Effective with this statement, the Surcharge is X.XX%

III. Safeguards

Audit/Reconciliation: The CSLSL will be subject to an annual audit. It will also be subject to annual reconciliations between the authorized collections and actual collections and filed with the Commission within sixty (60) days after the end of each rate year. The submitted surcharge will go into effect 60 days after submittal unless Staff submits a letter to the Company indicating that the surcharge should be adjusted. Any over-collections or under-collections will accrue interest at the other Customer capital interest rate established by the Commission each year. Adjustments for over and under collections will be reflected in the next CSLSL Surcharge filing.

23.3. REVENUE, PRODUCTION COST AND PROPERTY TAX RECONCILIATION
ADJUSTMENT CLAUSE (RRC) - NEW YORK/FORREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO-NICHOLS

Applicable to all Metered Customers:

According to the terms and conditions of the Commission's Order issued in Case 19-W-0168, issued and effective July 16, 2020 the existing reconciliation will recommence with the modifications described below. The rates applicable to all metered customer accounts will be subject to automatic adjustment by way of a surcharge or a 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 then-current Rate Year's net revenue variance plus any prior net revenue variances will be recovered or refunded annually through a percentage surcharge or surcredit to be applied to all metered customers' bills. This surcharge or surcredit will be based on the projected revenues from metered water sales for the next succeeding Rate Year and will be recovered or refunded during the succeeding Rate Year.

The accumulated net revenue variance will accrue interest net of income tax from the end of each Rate Year at the Other Customer Capital Rate then in effect and will be subject to any applicable local taxes.

Production costs will include the cost of sludge removal, power, chemicals and purchased water. If actual costs are less than the target for each year, 100% of the difference will be deferred and refunded through the Reconciliation. If actual costs exceed the target levels shown below, 95% of the difference for power and chemicals and 100% for purchased water and sludge removal will be deferred and recovered through the Reconciliation.

Target levels for Revenue and Production Costs are listed below:

<u>Rate Year Ending</u>	<u>Jan. 31, 2021</u>	<u>Jan. 31, 2022</u>	<u>Jan. 31, 2023</u>	<u>Jan. 31, 2024</u>
Revenue Target	\$78,610,928	\$94,883,114	\$103,212,534	\$109,702,533
Production Cost				
Purchased Power	2,749,841	2,805,755	2,862,805	2,921,015
Chemicals	1,108,085	1,130,616	1,153,606	1,177,062
Sludge Removal	1,157,989	1,181,534	1,205,559	1,230,072
Purchased Water	279,581	298,069	303,952	310,078
Property Taxes	25,329,682	26,282,868	27,279,067	28,320,469

23.3 REVENUE, PRODUCTION COST AND PROPERTY TAX RECONCILIATION
ADJUSTMENT CLAUSE (RRC) - NEW YORK/FORREST PARK (continued)

In accordance with the property tax mechanism set forth in the Joint Proposal approved by the Commission in Case 19-W-0168, the PSC has permitted the Company to reconcile property taxes each year. If actual property taxes exceed the specified target levels, 85% of the variance will be recovered from ratepayers. If actual property taxes fall below the target levels, ratepayers will receive 100% of the benefit, unless the Company can demonstrate it took action to obtain the lower taxes, in which case the Company can retain 15% of the difference. In accordance with the terms set forth in Section XX of the Joint Proposal approved by the Commission in Case 19-W-0168, the Company is required to defer any actual revenues above the estimated antenna site rental revenues included in the Company's revenue requirement. The amount netted to the Revenue and Production Cost Surcharge for the RY ended XX/XX/XXXX is (\$0).

A net surcharge/surcredit of X.XX% which is based on the Company's total metered sales revenues will be billed/refunded to all metered customers over the 12 month period following the effective date of the surcharge.

In the event of any disagreement over the proper net surcharge or surcredit amounts between the Company and Staff, Staff's calculated surcharge or surcredit will be temporarily placed in effect. The differences will be resolved through the Dispute Resolution Process.

If the Dispute Resolution Process results in an amount ultimately resolved in the Company's favor, then the Company will be allowed to recover carrying charges on the determined net of tax amount. Carrying charges will be applied at the then-current Other Customer Capital rate.

The accumulated net revenue variance will accrue interest net of income tax from the end of each Rate Year at the Other Customer Capital rate then in effect.

The reconciliation will be submitted to the Director of the Office of Electric, Gas and Water within 60 days after the end of the term of each Rate Year. The then-current Rate Year's net revenue variance will be recovered or refunded annually through a percentage surcharge or credit applied to all metered customers' bills. The surcharge or credit will be based on the projected revenues from metered water sales for the next succeeding Rate Year, and will be recovered or refunded during the next succeeding Rate Year. The surcharge or credit will be subject to the local municipal tax, if applicable. At the end of Year four, any remaining balances will be reconciled in a similar manner as described above. In addition, reconciliation amounts from prior rate plans will be recovered or refunded in the manner described above. If a new rate plan does not immediately begin upon the completion of the final rate year of this rate plan, the Company will use the revenue and production cost targets from the final rate year to do a pro-rated revenue and production cost reconciliation. Monthly revenue and production cost targets will be calculated as shown in Appendix 6 in the event of a partial rate year.

The reconciliations will continue beyond the end of the Rate Plan at the fourth rate year targets until new target levels are set in the next rate proceeding.

23.4 REVENUE, PRODUCTION COST AND PROPERTY TAX RECONCILIATION
ADJUSTMENT CLAUSE (RRC) – WESTCHESTER

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

According to the terms and conditions of the Commission's Order issued in Case 19-W-0168, issued and effective July 16, 2020, the existing reconciliation will recommence with the modifications described below.

The rates applicable to all metered Customer accounts will be subject to automatic adjustment by way of a surcharge, or credit, based on the difference between the actual net metered water revenues (operating revenues, private and public fire hydrant revenues plus the change in unbilled revenue less production costs, consisting of purchased water from the New York City Water Board (NYCWB), additional cost for excess purchased water (entitlement and excess), purchased water from Westchester Joint Water Works (WJWW) and Aquarion Connecticut (AWC-CT) (entitlement, excess and fixed charges, and purchased power and chemicals) for the preceding year, and the revenue targets shown in the table below. The then-current Rate Year's net revenue variance plus any prior net revenue variances will be recovered or refunded annually through a percentage surcharge or surcredit to be applied to all metered customers' bills. Metered revenues are based on metered Customers' bill-rendered base rate revenue plus the change in unbilled revenue at the beginning and at the end of each rate year. Included in the revenue target for reconciliation will be the public and private fire hydrant revenues, to be reconciled annually.

The difference in purchased water costs to include excess per capita costs will be calculated by comparing the actual purchased water from NYCWB, WJWW and AWC-CT in million gallons (MG) in the rate years, grossed up 18% for losses, to the purchased water targets allowed in this proceeding, as shown in the table below. The purchased water targets reflects the NYCWB purchased water rate of \$2,054.63 per MG and the NYCWB Excess per Capita rate of \$3,300.44 per MG, both effective July 1, 2021. The purchased water targets for WJWW reflect the rates in effect as of July 1, 2021, for both NYCWB rate of \$2,054.63 per MG and WJWW rate of \$450.66 per MG for a total cost of \$2,505.29 per MG, and the Excess per Capita rate of \$3,300.44 per MG in effect as of July 1, 2021. The AWC purchased water target reflects the estimated rate of \$1,782.96 per MG that took effect July 1, 2014.

23.4 REVENUE, PRODUCTION COST AND PROPERTY TAX RECONCILIATION
 ADJUSTMENT CLAUSE (RRC) – WESTCHESTER (continued)

The difference in purchased power and chemical costs will be calculated by comparing the actual purchased power and chemical costs to the purchased power and chemical costs allowed in this proceeding, as shown in the table below, under the following terms: if production costs exceed their respective targets, recovery of purchased water costs will be at 100% of the excess amount, whereas purchased power and chemical costs will be recovered at 95% of their excess amounts, with the 5% difference to be absorbed by the Company. The net revenue differential will be added or subtracted, as the case may be, to any existing Adjustment Clause balance. The balance shall be recovered or refunded during the following twelve months period from all metered customers.

In accordance with the property tax mechanism set forth in the Joint Proposal approved by the Commission in Case 19-W-0168, the PSC has permitted the Company to reconcile property taxes each year. If actual property taxes exceed the specified target levels, 85% of the variance will be recovered from ratepayers. If actual property taxes fall below the target levels, ratepayers will receive 100% of the benefit, unless the Company can demonstrate it took action to obtain the lower taxes, in which case the Company can retain 15% of the difference.

Target levels for revenues, purchased water, excess purchased water, power, chemicals and property taxes for future years are shown in the table below:

<u>Rate Year Ending</u>	<u>Jan. 31, 2021</u>	<u>Jan. 31, 2022</u>	<u>Jan. 31, 2023</u>	<u>Jan. 31, 2024</u>
Revenues				
Facility	\$39,363,750	\$43,611,645	\$47,205,525	\$51,300,255
&Consumption				
Cost of Water	21,259,133	22,967,214	23,266,898	23,303,239
Fire Hydrant	4,983,308	5,420,772	5,696,040	6,024,608
Total Reconciled	65,606,191	71,355,740	75,171,663	79,632,696
Production Cost				
Purchased Power	755,910	771,280	786,963	802,964
Chemicals	230,586	235,275	240,058	244,940
Purchased Water	17,814,264	18,455,701	18,773,424	18,775,579
Property Taxes	12,677,790	13,368,179	14,115,434	14,925,081

A net surcharge/surcredit of X.XX% which is based on the Company's total metered sales revenues will be billed/refunded to all metered customers over the 12 month period following the effective date of the surcharge.

In the event of any disagreement over the proper net surcharge or surcredit amounts between the Company and Staff, Staff's calculated surcharge or surcredit will be temporarily placed in effect. The differences will be resolved through the Dispute Resolution Process.

If the Dispute Resolution Process results in an amount ultimately resolved in the Company's favor, then the Company will be allowed to recover carrying charges on the determined net of tax amount. Carrying charges will be applied at the then-current Other Customer Capital rate.

23.4 REVENUE, PRODUCTION COST AND PROPERTY TAX RECONCILIATION
ADJUSTMENT CLAUSE (RRC) – WESTCHESTER (continued)

The accumulated net revenue variance will accrue interest net of income tax from the end of each Rate Year at the Other Customer Capital rate then in effect.

The reconciliation will be submitted to the Director of the Office of Electric, Gas and Water within 60 days after the end of the term of each Rate Year. The then-current Rate Year's net revenue variance will be recovered or refunded annually through a percentage surcharge or credit applied to all metered customers' bills. The surcharge or credit will be based on the projected revenues from metered water sales for the next succeeding Rate Year, and will be recovered or refunded during the next succeeding Rate Year. The surcharge or credit will be subject to the local municipal tax, if applicable. At the end of Year four, any remaining balances will be reconciled in a similar manner as described above. In addition, reconciliation amounts from prior rate plans will be recovered or refunded in the manner described above. If a new rate plan does not immediately begin upon the completion of the final rate year of this rate plan, the Company will use the revenue and production cost targets from the final rate year to do a pro-rated revenue and production cost reconciliation. Monthly revenue and production cost targets will be calculated as shown in Appendix 6 in the event of a partial rate year.

The reconciliations will continue beyond the end of the Rate Plan at the fourth rate year targets until new target levels are set in the next rate proceeding.

23.5 REVENUE AND PRODUCTION COST RECONCILIATION ADJUSTMENT
CLAUSE (RRC) OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

Reconciliation of metered sales revenues applicable to all metered customers:

In Case 17-W-0528 the Commission approved that the rates applicable to all metered customer accounts be subject to automatic adjustment, by way of a surcharge or credit, based on the difference between the actual net metered revenues (operating revenues less production costs), and the revenue and production cost targets as estimated in the most recent rate case. Metered revenues are based on metered customers' bill-rendered base rate revenue plus the change in unbilled revenue at the beginning and end of each year.

The current Rate Year's net revenue variance plus any prior net revenue variances will be recovered or refunded annually through a percentage surcharge or surcredit to be applied to all metered customers' bills. This surcharge or surcredit will be based on the projected revenues from metered water sales for the next succeeding Rate Year and will be recovered or refunded during the succeeding Rate Year.

The accumulated net revenue variance will accrue interest net of income tax from the end of each Rate Year at the Other Customer Capital Rate then in effect and will be subject to any applicable local taxes.

Target levels for revenues and production for future years are shown in the following table:

Non Sanmina Targets

<u>Year Ending</u>	<u>July 31, 2019</u>
Excluding Sanmina Revenue	
Revenue Target	\$1,297,766
Excluding Sanmina Costs Production Cost (Power & Chemicals)	\$28,247

Sanmina Targets

<u>Year Ending</u>	<u>July 31, 2019</u>
Sanmina Revenue	
Revenue Target	\$310,651
Sanmina Costs Production Cost (Power & Chemicals)	\$31,954

The surcharge or credit for the year ending July 31, 2019 is calculated as follows:

The actual net metered revenues for the year ended July 31, 2019, of \$ X.XX is compared to the net of the target levels set forth above. The difference, including prior year balances and accrued interest at the other customer capital rate then in effect, results in a surcharge/credit to customers of X.XX%.

The above reconciliation will continue beyond the end of the Rate Plan at the third rate year targets until new target levels are set in the next rate proceeding.

The RRC reconciliation will be filed with the Secretary to the Commission within 60 days following the completion of each Rate Year. The submitted surcharge or credit will go into effect 45 days after submittal unless Staff submits a letter to the Company indicating the submitted reconciliation amounts should be adjusted.

23.6 SYSTEM IMPROVEMENT SURCHARGE (SIC) - SWNY/FOREST PARK/HERITAGE HILLS

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS)

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL AND NON-RESIDENTIAL USE CUSTOMERS IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION)

Applicable to all Metered Customers

I. General Description

Purpose: To recover the carrying costs (i.e., return and depreciation expense) associated with the construction of specific reviewed and approved projects placed in service in Rate Year one and beyond.

Effective Date: The SIC will become effective for bills rendered on and after XX/XX/XXXX.

II. Computation of the SIC Surcharge

Calculation: When the Company has incurred actual expenditures for projects listed below and the new facilities have been placed in service, then the amount of those expenditures (net of the associated (1) retirements, including cost of removal and any related tax benefits, (2) accumulated deferred income taxes (“ADIT”), and (3) accumulated depreciation reserve / accumulated amortization, i.e., the net rate base [“NRB”]) will constitute the incremental rate base investment subject to the SIC.

The SIC filing will be made within 60 days after the project has been placed into service. The Company will provide Staff with the detailed project information regarding the SIC (such as in-service dates, actual expenditures incurred, retirements, etc.).

SYSTEM IMPROVEMENT SURCHARGE (SIC) - SWNY/FOREST PARK/HERITAGE HILLS
(Continued)

Formula:	The formula for the calculation of the SIC Surcharge is as follows:
SIC Sucharges	= $((NRB \times PRE\text{-}Tax\ ROR) + D)/GF/AR$
Where:	
NRB	= The cost of the specific approved facilities listed above, net of associated (1) retirements, including cost of removal and any related tax benefits, (2) ADIT and (3) accumulated depreciation reserve / accumulated amortization.
Pre-tax ROR	= 8.12%
D	= Annual depreciation / amortization on the net additions
GF	= Gross-up factor before income taxes (98.90%)
AR	= SWNY/Forest Park Projected Annual Metered Revenues

Effective with this Statement, the surcharge is X.XX%

III. Safeguards

Audit/Reconciliation: A reconciliation between authorized collections and actual collections related to the SIC surcharge will be conducted annually and filed with the Secretary to the Commission within 60 days of the end of each rate year. The submitted surcharge will go into effect 60 days after submittal unless Staff submits a letter to the Company indicating the submitted reconciliation amounts should be adjusted. Any under collections or over collections will accrue interest at the other customer capital interest rate established by the Commission each year. Adjustments of the under collections and over collections, as well as updates related to accumulated depreciation/amortization reserve, will be reflected in the next SIC surcharge filing.

IV. The use of the SIC mechanism is approved for the following projects and associated capital expenditures:

- i. LDF Dam Stability – \$6.643 million
- ii. Stony Point Dam – \$2.174 million
- iii. Monsey Storage Tank – \$2.040 million
- iv. Haverstraw Storage Tank – \$4.060 million
- v. Sterling Lakes Equalization Tank Projects – \$1.243 million
- vi. PFOA/PFOS Projects at Spring Valley Well Field – \$4.4 million
- vii. PFOA/PFOS – Five Large Well Projects – \$17.5 million
- viii. PFOA/PFOS – Seven Small Well Projects – \$14.0 million

23.7 SYSTEM IMPROVEMENT SURCHARGE (SIC) - WESTCHESTER
RATE DISTRICTS 1 AND 2

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Applicable to all Metered Customers

I. General Description

Purpose: To recover the carrying costs (i.e., return and depreciation expense) associated with the construction of specific reviewed and approved projects placed in service in Rate Year one and beyond.

Effective Date: The SIC will become effective for bills rendered on and after XX/XX/XXXX.

II. Computation of the SIC Surcharge

Calculation: When the Company has incurred actual expenditures for projects listed below and the new facilities have been placed in service, then the amount of those expenditures (net of the associated (1) retirements, including cost of removal and any related tax benefits, (2) accumulated deferred income taxes (“ADIT”), and (3) accumulated depreciation reserve / accumulated amortization, i.e., the net rate base [“NRB”]) will constitute the incremental rate base investment subject to the SIC.

The SIC filing will be made within 60 days after the project has been placed into service. The Company will provide Staff with the detailed project information regarding the SIC (such as in-service dates, actual expenditures incurred, retirements, etc.).

23.7 SYSTEM IMPROVEMENT SURCHARGE (SIC) – WESTCHESTER RATE DISTRICTS 1 AND 2 (continued)

Formula: The formula for the calculation of the SIC Surcharge is as follows:

$$\text{SIC surcharge} = ((\text{NRB} \times \text{PRE-Tax ROR}) + \text{D})/\text{GF}/\text{AR}$$

Where:

NRB = The cost of the specific approved facilities listed above, net of associated (1) retirements, including cost of removal and any related tax benefits, (2) ADIT and (3) accumulated depreciation reserve / accumulated amortization.

Pre-tax ROR = 8.12%

D = Annual depreciation / amortization on the net additions

GF = Gross-up factor before income taxes (98.90%)

AR = SWNY-Westchester Projected Annual Metered Revenues

Effective with this statement, the SIC surcharge is X.XX %

III. Safeguards

Audit/Reconciliation: A reconciliation between authorized collections and actual collections related to the SIC surcharge will be conducted annually and filed with the Secretary to the Commission within 60 days of the end of each rate year. The submitted surcharge will go into effect 60 days after submittal unless Staff submits a letter to the Company indicating the submitted reconciliation amounts should be adjusted. Any under collections or over collections will accrue interest at the other customer capital interest rate established by the Commission each year. Adjustments of the under collections and over collections, as well as updates related to accumulated depreciation/amortization reserve, will be reflected in the next SIC surcharge filing.

IV. The use of the SIC mechanism is approved for the following projects and associated capital expenditures:

- i. Troublesome Brook Disinfection Plant Project – \$18.29 million

23.8 SYSTEM IMPROVEMENT SURCHARGE (SIC) – OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

Applicable to all Metered Customers and Fire Protection Customers

I. General Description

Purpose: To recover the carrying costs (i.e., return and depreciation expense) associated with the construction of specific reviewed and approved projects placed in service in Rate Year one and beyond.

Effective Date: The SIC will become effective for bills rendered on and after 01/10/2020.

II. Computation of the SIC Surcharge

Calculation: When the Company has incurred actual expenditures for projects listed below and the new facilities have been placed in service, then the amount of those expenditures (net of the associated (1) retirements, including cost of removal and any related tax benefits, (2) accumulated deferred income taxes (“ADIT”), and (3) accumulated depreciation reserve / accumulated amortization, i.e., the net rate base [“NRB”]) will constitute the incremental rate base investment subject to the SIC.

The SIC filing will be made within 30 days after the project has been placed into service. The Company will provide Staff with the detailed project information regarding the SIC (such as in-service dates, actual expenditures incurred, retirements, etc.). Staff will have 60 days to analyze and verify such data.

Formula: The formula for the calculation of the SIC Surcharge is as follows:

$$\text{SIC surcharge} = ((\text{NRB} \times \text{PRE-Tax ROR}) + \text{D}) / \text{GF} / \text{AR}$$

Where:

NRB = The cost of the specific approved facilities listed above, net of associated (1) retirements, including cost of removal and any related tax benefits, (2) ADIT and (3) accumulated depreciation reserve / accumulated amortization.

Pre-tax ROR = 8.16%

D = Annual depreciation / amortization on the net additions

GF = Gross-up factor before income taxes (98.95%)

AR = SWON’s Projected Annual Base (Metered) and Fire Protection Revenues

Effective with this statement, the Surcharge is 4.71%

23.8 SYSTEM IMPROVEMENT SURCHARGE (SIC) – OWEGO-NICHOLS (continued)

III. Safeguards

Audit/Reconciliation: A reconciliation between authorized collections and actual collections related to the SIC surcharge will be conducted annually and filed with the Secretary to the Commission within 60 days of the end of each rate year. Any under collections or over collections will accrue interest at the customer deposit interest rate established by the Commission each year. Adjustments of the under collections and over collections, as well as updates related to accumulated depreciation reserve, will be reflected in the next SIC surcharge filing.

IV. The use of the SIC mechanism is approved for the following projects and associated capital expenditures:

- i. Lisle Road tank Painting - Capital and Deferred costs
- ii. Lockheed Martin Tank Painting- Deferred Costs

23.9 STAY OUT SURCHARGE – HERITAGE HILLS

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL USE CUSTOMERS IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION).

Applicable to Single Family Residential Metered Customers.

I. General Description

Purpose: To recover post-acquisition incremental costs and investments incurred in the Heritage Hills territory. A surcharge will be implemented such that the rates charged to Heritage Hills residential customers will remain at their current level until SUEZ Water New York's next rate case filing.

Effective Date: The Stay Out Surcharge will become effective for bills rendered on and after 01/24/2021.

SERVICE CLASSIFICATION NO. 1 – NEW YORK/FOREST PARK/HERITAGE HILLS

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS)

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL USE CUSTOMERS IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION)

Residential Service to single family homes and all other individual dwelling units that are separately metered and billed.

Character of Service:

Continuous except as limited by “Standard Terms & Conditions.”

Rate:

Facility Charge:

Meter Size	Monthly Effective <u>02/01/2021</u>	Quarterly Effective <u>02/01/2021</u>
5/8"	\$13.90	\$41.70
3/4"	17.34	52.02
1"	24.35	73.05
1 1/2"	34.80	104.40
2"	55.58	166.74
3"	104.28	312.84
4"	173.76	521.28
6"	347.40	1,042.20
8"	555.84	1,667.52
<u>Cost of Water</u>	Monthly Effective <u>02/01/2021</u>	Quarterly Effective <u>02/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$1.3100	\$1.3100
Per Thousand Gallons (mgl)	\$1.7513	\$1.7513

**SERVICE CLASSIFICATION NO. 1 – NEW YORK/FOREST PARK/HERITAGE HILLS
(Continued)**

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons (mgl)

	CCF Per Month Effective <u>02/01/2021</u>	MGL Per Month Effective <u>02/01/2021</u>
First 5 ccf/3.74 mgl	\$5.3421	\$7.1419
Next 7 ccf/5.24 mgl	6.9300	9.2647
Over 12 ccf/8.98 mgl	11.0071	14.7154

	CCF Per Quarter Effective <u>2/1/2021</u>	MGL Per Quarter Effective <u>2/1/2021</u>
First 15 ccf/11.22 mgl	5.3421	7.1419
Next 21 ccf/15.72 mgl	6.9300	9.2647
Over 36 ccf/26.94 mgl	11.0071	14.7154

Applicable to Customers of Rockland and Orange County, New York.

In addition to the Consumption Charges set forth above, the Drought Rate below shall be applicable to usage Over 12 ccf/8.98 mgl per paragraph 5.9.

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons (mgl)

	<u>CCF</u>	<u>MGL</u>
Over 12 ccf/8.98 mgl	\$2.7518	\$3.6788

Applicable to Customers of Forest Park

Flat Rate Customers

Service Charge: \$108.8035 per month

After meters are installed, the rates shall be as stated above for metered customers.

Terms of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, credits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 1 – WESTCHESTER RATE DISTRICT NO. 1

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

Residential Service to single family homes and all other individual dwelling units that are separately metered and billed.

Character of Service:

Continuous except as limited by “Standard Terms & Conditions.”

Rate per Month:

<u>Meter Size Per month</u>	<u>Facility Charge Effective 02/01/2021</u>	<u>Fire Hydrant Charge Effective 02/01/2021</u>
1/2"	\$13.30	\$8.45
5/8"	13.30	6.93
3/4"	19.40	10.84
1"	32.40	14.10
1 1/4"	32.40	50.00
1 1/2"	64.80	50.00
2"	103.70	99.00
3"	207.40	182.00
4"	324.10	356.00
6"	648.10	532.00
8"	972.20	210.00

<u>Cost of Water (PWC)</u>	<u>Effective 07/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$2.5342

Consumption Charges

<u>Per Hundred Cubic Feet (ccf)</u>	<u>Effective 02/01/2021</u>
First 5 ccf	\$3.8181
Next 7 ccf	4.0854
Over 12 ccf	4.4531

**SERVICE CLASSIFICATION NO. 1 – WESTCHESTER RATE DISTRICT NO. 1
(Continued)**

Terms of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, credits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 1 – WESTCHESTER RATE DISTRICT NO. 2

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Residential Service to single family homes and all other individual dwelling units that are separately metered and billed.

Character of Service:

Continuous except as limited by “Standard Terms & Conditions.”

Rate per Month:

<u>Meter Size Per month</u>	<u>Facility Charge Effective 02/01/2021</u>	<u>Fire Hydrant Charge Effective 02/01/2021</u>
1/2" & 5/8"	\$13.30	\$3.94
3/4"	19.40	4.90
1" & 1 1/4"	32.40	7.64
1 1/2"	64.80	18.00
2"	103.70	45.00
3"	207.40	92.00
4"	324.10	115.00
6"	648.10	305.00
8"	972.20	200.00

<u>Cost of Water (PWC)</u>	<u>Effective 07/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$2.5342

**SERVICE CLASSIFICATION NO. 1 – WESTCHESTER RATE DISTRICT NO. 2
(Continued)**

Consumption Charges

Per Hundred Cubic Feet (ccf)

	Effective <u>02/01/2021</u>
First 5 ccf	\$2.4890
Next 7 ccf	2.6134
Over 12 ccf	2.7441

Terms of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, credits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 1 – OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

Residential Service to single family homes and all other individual dwelling units that are separately metered and billed.

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Facility Charge:

<u>Meter Size</u> <u>Per month</u>	<u>Effective</u> <u>10/01/2020</u>
5/8"	\$13.00
3/4"	20.00
1"	35.00
1 1/2"	70.00
2"	112.00
3"	210.00

Consumption Charges

Per Hundred Cubic Feet (ccf)

	<u>Effective</u> <u>10/01/2020</u>
First 4 ccf	\$5.27
Over 4 ccf	\$7.91

Terms of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, credits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 3 – NEW YORK/FORREST PARK/HERITAGE HILLS

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS)

APPLICABLE TO USE OF SERVICE IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION)

Applicable to Use of Service for:

Private Fire Protection

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate Per Month:

(a) PRIVATE FIRE LINES, with or without hoses or hydrants connected to them.

<u>Size of Service</u>	<u>Effective 02/01/2021</u>
Up to 1 inch	\$6.43
1 inch	8.57
1-1/2 inch	17.13
2 inch	25.10
3 inch	62.64
4 inch	125.16
6 inch	250.54
8 inch	500.90
10 inch	1,002.03

No additional charge will be made for water used in tests or for fire protection purposes.

(b) PRIVATE FIRE HYDRANTS

	<u>Effective 02/01/2021</u>
Per Hydrant	135.41

Minimum Charge: None

**SERVICE CLASSIFICATION NO. 3 – NEW YORK/FORREST PARK/HERITAGE HILLS
(continued)**

Applicable to customers of Heritage Hills with privately owned hydrants within the Company's Service Area:

Per Hydrant Per Month Effective <u>01/24/2021</u> \$28.48	Per Hydrant Per Quarter Effective <u>01/24/2021</u> \$85.44
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Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 3 - WESTCHESTER RATE DISTRICT NO. 1

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

Private Fire Protection

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate Per Month:

(a) PRIVATE FIRE LINES, with or without hoses or hydrants connected to them.

<u>Size of Service</u>	<u>Effective</u> <u>02/01/2021</u>
4 inch	\$107.87
6 inch	241.12
8 inch	427.25
10 inch	666.26

No additional charge will be made for water used in tests or for fire protection purposes.

Term:

Agreements effective for term of not less than one year and service may be discontinued after one year upon ten days written notice to the Company.

Special Provisions:

No charge shall be made for water used in extinguishing accidental fires, or for Underwriters tests. Water for any other purpose shall not be drawn from a private fire hydrant or exterior hose connection.

Terms of Payment:

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 3 - WESTCHESTER RATE DISTRICT NO. 2

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Private Fire Protection

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate Per Month:

(a) PRIVATE FIRE LINES, with or without hoses or hydrants connected to them.

<u>Size of Service</u>	<u>Effective 02/01/2021</u>
1 inch	\$8.33
1 ½ inch	22.24
2 inch	30.05
3 inch	59.86
4 inch	69.95
6 inch	139.89
8 inch	285.15
10 inch	453.90

No additional charge will be made for water used in tests or for fire protection purposes.

Term:

Agreements effective for term of not less than one year and service may be discontinued after one year upon ten days written notice to the Company.

Special Provisions:

No charge shall be made for water used in extinguishing accidental fires, or for Underwriters tests. Water for any other purpose shall not be drawn from a private fire hydrant or exterior hose connection.

Terms of Payment:

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 3 - OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

Private Fire Protection

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Semi Annual Charge:

RATE:

	<u>Semi Annual Charge</u> Effective
<u>Service Size</u>	<u>10/01/2020</u>
2"	\$789.07
4"	1,196.25
6"	1,629.13
8"	2,354.51
Hydrants	1,145.50

Terms of Payment

Net Cash in Advance

Terms

Terminable by Customer on Three Months written Notice

Special Provisions

Service under this classification is for Fire Protection only and does not include water for any other purpose. If water is to be used for testing the Company will be notified when it is to be done.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days following mailing of the bill, as allowed by 16 NYCRR, Section 11.5 (a).

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 4 - NEW YORK/FOREST PARK/HERITAGE HILLS

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS)

APPLICABLE TO USE OF SERVICE IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION)

Public Fire Protection

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

	Effective
	<u>02/01/2021</u>
Per Hydrant	\$135.41

Minimum Charge: None

Applicable to Residential and Non-Residential Customers of Heritage Hills:

	Per Month Effective <u>01/24/2021</u>	Per Quarter Effective <u>01/24/2021</u>
<u>Flat Fee</u>	\$2.35	\$7.04

Special Provisions:

See General Information Paragraphs 6.1, 6.2, 6.3, Leaf Nos. 28 and 29.

Where hydrants are installed pursuant to an agreement, the term will be as set forth in the agreement.

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: October 1, 2020

Leaf No. 112
Revision: 1
Superseding Revision: 0

SERVICE CLASSIFICATION NO. 4-WESTCHESTER RATE DISTRICT NO. 1

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

PUBLIC FIRE HYDRANT CHARGES BILLED UNDER THIS SERVICE CLASSIFICATION ARE NOW BILLED AS A FIRE HYDRANT CHARGE UNDER SERVICE CLASSIFICATION NO. 1, SERVICE CLASSIFICATION NO. 6 AND SERVICE CLASSIFICATION NO. 7

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: October 1, 2020

Leaf No. 113
Revision: 1
Superseding Revision: 0

SERVICE CLASSIFICATION NO. 4 - WESTCHESTER RATE DISTRICT NO. 2

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

PUBLIC FIRE HYDRANT CHARGES BILLED UNDER THIS SERVICE CLASSIFICATION ARE NOW BILLED AS A FIRE HYDRANT CHARGE UNDER SERVICE CLASSIFICATION NO. 1, SERVICE CLASSIFICATION NO. 6 AND SERVICE CLASSIFICATION NO. 7.

SERVICE CLASSIFICATION NO. 4 - OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO NICHOLS)

Public Fire Protection

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Semi Annual Charge:

Fee Per Municipality	<u>Semi-Annual</u> Effective <u>10/01/2020</u>
Owego	\$30,739
Nichols	8,606

Minimum Charge

As Above

Special Provisions:

See General Information Paragraphs 6.1, 6.2, 6.3, Leaf Nos. 28 and 29.

Where hydrants are installed pursuant to an agreement, the term will be as set forth in the agreement.

Terms of Payment

Semi-Annual, in arrears, due and payable upon presentation of bill.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days following mailing of the bill, as allowed by 16 NYCRR, Section 11.5 (a).

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

Terms

Terminable by Customer on Six Months Written Notice.

SERVICE CLASSIFICATION NO. 5 - OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

Applicable to General Service Customers at premises using in excess of 2,000 Hundred Cubic Feet (1,500,000 gallons) per month.

<u>Fixed Charges: Per Month</u>	<u>Effective 10/01/2020</u>
Size of Meter	
6"	\$24,666.54
8"	24,666.54
Usage	
First 4,000 CCF	\$1.5083
Over 4,000 CCF	0.6141

* 1 CCF = .75 Thousand Gallons

Terms of Payment

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, credits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 6 - NEW YORK/FOREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS

Multi-Family Residential Service to those apartment, co-operative or condominium developments, two-family dwellings, multiple dwellings or similar developments or dwellings, where each individual dwelling unit is not separately metered and billed.

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Facility Charge:

<u>Meter Size</u> <u>Per month</u>	<u>Effective</u> <u>02/01/2021</u>
5/8"	\$13.90
3/4"	17.34
1"	24.35
1 1/2"	34.80
2"	55.58
3"	104.28
4"	173.76
6"	347.40
8"	555.84

<u>Cost of Water</u>	<u>Effective</u> <u>02/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$1.3100
Per Thousand Gallons (mgf)	\$1.7513

**SERVICE CLASSIFICATION NO. 6 - NEW YORK/FOREST PARK
(Continued)**

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons

	CCF Effective <u>02/01/2021</u>	MGL Effective <u>02/01/2021</u>
First 20 ccf/14.96 mgl	\$4.1465	\$5.5434
Next 380 ccf/284.24 mgl	4.5835	6.1277
Over 400 ccf/299.20 mgl	6.0033	8.0258

Applicable to Customers of Rockland and Orange County, New York.

In addition to the Consumption Charges set forth above, the Drought Rate below shall be applicable to usage Over 400 cc/299.20 mgl f per paragraph 5.9.

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons (mgl)

Over 400 ccf/299.20 mgl	\$1.5008	\$2.0065
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Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 6 - WESTCHESTER RATE DISTRICT NO. 1

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

Multi-Family Residential Service to those apartment, co-operative or condominium developments, two-family dwellings, multiple dwellings or similar developments or dwellings, where each individual dwelling unit is not separately metered and billed.

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Meter Size Per month	Facility Charge Effective <u>02/01/2021</u>	Fire Hydrant Charge Effective <u>02/01/2021</u>
1/2"	\$ 13.30	\$8.45
5/8"	13.30	6.93
3/4"	19.40	10.84
1"	32.40	14.10
1 1/4"	32.40	50.00
1 1/2"	64.80	50.00
2"	103.70	99.00
3"	207.40	182.00
4"	324.10	356.00
6"	648.10	532.00
8"	972.20	210.00

<u>Cost of Water (PWC)</u>	Effective <u>07/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$2.5342

**SERVICE CLASSIFICATION NO. 6 – WESTCHESTER RATE DISTRICT NO. 1
(Continued)**

Consumption Charges

Per Hundred Cubic Feet (ccf)

	<u>Effective</u> <u>02/01/2021</u>
First 20 ccf	\$3.8615
Next 380 ccf	4.1318
Over 400 ccf	4.5450

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 6 - WESTCHESTER RATE DISTRICT NO. 2

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Multi-Family Residential Service to those apartment, co-operative or condominium developments, two-family dwellings, multiple dwellings or similar developments or dwellings, where each individual dwelling unit is not separately metered and billed.

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

<u>Meter Size Per month</u>	<u>Facility Charge Effective 02/01/2021</u>	<u>Fire Hydrant Charge Effective 02/01/2021</u>
½" & 5/8"	\$13.30	\$3.94
¾"	19.40	4.90
1" & 1 ¼"	32.40	7.64
1 ½"	64.80	18.00
2"	103.70	45.00
3"	207.40	92.00
4"	324.10	115.00
6"	648.10	305.00
8"	972.20	200.00

<u>Cost of Water (PWC)</u>	<u>Effective 07/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$2.5342

SERVICE CLASSIFICATION NO. 6 - WESTCHESTER RATE DISTRICT NO. 2
(Continued)

Consumption Charges

Per Hundred Cubic Feet (ccf)

	<u>Effective</u> <u>02/01/2021</u>
First 20 ccf	\$1.7060
Next 380 ccf	1.8766
Over 400 ccf	2.0643

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 7 - NEW YORK/FORREST PARK/HERITAGE HILLS

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS)

APPLICABLE TO USE OF SERVICE FOR NON-RESIDENTIAL USE CUSTOMERS IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION)

All Non-Residential Customers

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate:

Facility Charge

<u>Meter Size Per Month</u>	<u>Per Month Effective 02/01/2021</u>	<u>Per Quarter Effective 02/01/2021</u>
5/8"	\$13.90	\$41.70
3/4"	17.34	52.02
1"	24.35	73.05
1 1/2"	34.80	104.40
2"	55.58	166.74
3"	104.28	312.84
4"	173.76	521.28
6"	347.40	1,042.20
8"	555.84	1,667.52

<u>Cost of Water</u>	<u>Per Month Effective 02/01/2021</u>	<u>Per Quarter Effective 02/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$1.3100	\$1.3100
Per Thousand Gallons (mgl)	1.7513	1.7513

**SERVICE CLASSIFICATION NO. 7 - NEW YORK/FORREST PARK/HERITAGE HILLS
(Continued)**

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons (mgl)

	CCF Effective <u>02/01/2021</u>	MGL Effective <u>02/01/2021</u>
First 900 ccf/673.2 mgl	\$4.5989	\$6.1483
Over 900 ccf/673.2 mgl	5.6985	7.6184
	CCF Per Quarter Effective <u>02/01/2021</u>	MGL Per Quarter Effective <u>02/01/2021</u>
First 2,700 ccf/2,019.6 mgl	\$4.5989	\$6.1483
Over 2,700 ccf/2,019.6 mgl	5.6985	7.6184

Applicable to Customers of Rockland and Orange County, New York.

In addition to the Consumption Charges set forth above, the Drought Rate below shall be applicable to usage Over 900 ccf/673.2 mgl per paragraph 5.9.

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons (mgl)

	<u>CCF</u>	<u>MGL</u>
Over 900 ccf//673.2 mgl	\$1.4246	\$1.9046

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 7 - WESTCHESTER RATE DISTRICT NO. 1

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

All Non-Residential Customers

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Meter Size Per Month	Facility Charge Effective 02/01/2021	Fire Hydrant Charge Effective 02/01/2021
1/2"	\$13.30	\$8.45
5/8"	13.30	6.93
3/4"	19.40	10.84
1"	32.40	14.10
1 1/4"	32.40	50.00
1 1/2"	64.80	50.00
2"	103.70	99.00
3"	207.40	182.00
4"	324.10	356.00
6"	648.10	532.00
8"	972.20	210.00

<u>Cost of Water (PWC)</u>	Effective 07/01/2021
Per Hundred Cubic Feet (ccf)	\$2.5342

Consumption Charges

Per Hundred Cubic Feet (ccf)	Effective 02/01/2021
First 900 ccf	\$4.1332
Over 900 ccf	4.5466

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 7 - WESTCHESTER RATE DISTRICT NO. 2

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2

All Non-Residential Customers

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

<u>Meter Size Per Month</u>	<u>Facility Charge Effective 02/01/2021</u>	<u>Fire Hydrant Charge Effective 02/01/2021</u>
½" & 5/8"	\$13.30	\$3.94
¾"	19.40	4.90
1"	32.40	7.64
1 ¼"	32.40	7.64
1 ½"	64.80	18.00
2"	103.70	45.00
3"	207.40	92.00
4"	324.10	115.00
6"	648.10	305.00
8"	972.20	200.00

<u>Cost of Water (PWC)</u>	<u>Effective 07/01/2021</u>
Per Hundred Cubic Feet (ccf)	\$2.5342

<u>Consumption Charges</u>	<u>Effective 02/01/2021</u>
Per Hundred Cubic Feet (ccf)	
First 900 ccf	\$2.1242
Over 900 ccf	2.2729

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 7 - OWEGO-NICHOLS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

All Non-Residential Customers

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Facility Charge

<u>Meter Size Per Month</u>	<u>Effective 10/01/2020</u>
5/8"	\$13.00
3/4"	20.00
1"	33.00
1 1/2"	65.00
2"	104.00
3"	195.00
6"	650.00

Consumption Charges

Per Hundred Cubic Feet (ccf)

	<u>Effective 10/01/2020</u>
All Usage	\$5.13

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill.

Bills rendered at the above rates are subject to surcharges, surcredits and adjustment clauses as contained elsewhere in this tariff.

SERVICE CLASSIFICATION NO. 8 - ALL SERVICE AREAS

MISCELLANEOUS SERVICE

Applicable to the following classes of miscellaneous service throughout the entire territory.

(a) Damaged or Tampered Meters

For any meters damaged by freezing, hot water, or external causes or subjected to unauthorized interference so as to reduce the accuracy or eliminate the measurement of service, the Customer is responsible for the cost of repairs.

(b) Hydrant Flow Tests

For all work and labor performed and all materials furnished by the Company for any of the above-captioned services, a fee of \$195.00 will be charged to the Customer or party requiring such service unless otherwise provided in this Tariff.

(c) Hydrant Use Permits

A hydrant use permit must be obtained by contractors seeking to use Company-owned public fire hydrants as a temporary source of water. A deposit of \$1,500 is required and payable at the time the permit is issued and prior to the issuance of any equipment. Simple interest at an interest rate per annum as prescribed by the Public Service Commission will be paid on all such deposits. The deposit plus any accrued interest will be returned upon receipt of all undamaged equipment less a calibration and re-stocking fee of \$200. The water usage fee will be billed monthly following effective rates and shall be calculated as the difference between monthly reads on the water plus the appropriate monthly meter facility charge.

Hydrant use permits will be issued beginning on March 15 and expire at the close of business on December 1 of the same year. The Company shall have the right to deny the issuing of a hydrant use permit where it determines that the applicant's use of the hydrant will have a detrimental effect on the Company's water quality.

(d) Bad Check Charge

This charge is applicable to all Customers where the Customer's check or bank draft is returned by the Bank for insufficient funds, closed account, or some other appropriate reason. The fee will be equal to the actual bank charges plus a handling fee of \$5.00 (not to exceed the maximum allowed by Section 5-328 of General Obligations Law)

(e) Restore Charge

This charge is applicable to all Customers where water has been physically turned off for nonpayment of a delinquent bill or at request of customer for any other reason.

Rates:

	<u>Each Occurrence</u>
During normal business hours	\$90.00
Outside normal business hours (Monday through Friday)	\$120.00
Weekends or Holidays	\$ 150.00

SERVICE CLASSIFICATION NO. 8 - ALL SERVICE AREAS
Continued

MISCELLANEOUS SERVICE (Continued)

The Company may Observe the following holidays:

New Years Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Day After Thanksgiving
Good Friday	Columbus Day	Christmas

(f) Late Payment Charge

A late payment charge of 1.5% per month may be applied to all unpaid balances no sooner than 23 days following mailing of the bill, as allowed by 16 NYCRR, Section 11.5 (a). This late payment charge is applicable to metered and non-metered Customers in all service classifications. The late payment charge will not be assessed on the total balance due under deferred payment agreements.

(g) Missed Service Appointment Refund / Fee

If the Company misses a service appointment without giving the Customer at least 24 hours notice, then the Customer shall receive a \$25 bill credit.

SERVICE CLASSIFICATION No. 9 - NEW YORK/FORREST PARK

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO NICHOLS

Applicable to municipal water systems and water utilities purchasing water under special agreements at the option of the Company.

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Please refer to Addendum 4, page 1 of 2.

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill

SERVICE CLASSIFICATION No. 9 – WESTCHESTER RATE DISTRICT NO. 1

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

Applicable to Westchester Joint Water Works purchasing water under special agreements at the option of the Company.

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Please refer to Addendum 4, page 1 of 2.

Terms Of Payment:

Bills are due and payable when rendered. If the bill is not paid within twenty days after presentation, service may be discontinued after proper notice as required by law.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days from the mailing of the bill

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: July 1, 2021

Leaf No. 131
Revision: 2
Superseding Revision: 1

SERVICE CLASSIFICATION NO. 9 – OWEGO-NICHOLS

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABLE TO USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK (F/K/A SUEZ WATER OWEGO-NICHOLS)

Wholesale Metered Service to Water Districts and Public Authorities

Character of Service:

Continuous except as limited by "Standard Terms & Conditions."

Rate per Month:

Please refer to Addendum 4, page 2 of 2.

Terms of Payment

Net Cash in Arrears

Term

Terminable by either party on Six Months written notice.

SERVICE CLASSIFICATION NO. 9 – OWEGO-NICHOLS

SERVICE TO OTHER WATER SUPPLY SYSTEMS
(Continued)

Special Provisions

Where water must be re-pumped by Company, the following charge is imposed:

Consumption Charges

Please refer to Addendum 4, page 2 of 2.

A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances no sooner than 23 days following mailing of the bill, as allowed by 16 NYCRR, Section 11.5 (a).

INTEREST OF CUSTOMER OVERPAYMENTS

The Company shall provide interest on Customer overpayments as follows:

1. 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.
2. 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.
3. This part applies to refunds returned to Customers after August 24, 1992. The Company will not pay interest on Customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: March 24, 2021

Statement Type: STAY
Statement No. 4

STAY OUT SURCHARGE

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL USE CUSTOMERS IN THE TOWN OF SOMERS IN THE COUNTY OF WESTCHESTER, NEW YORK (F/K/A HERITAGE HILLS WATER WORKS CORPORATION)

Applicable to Single Family Residential Metered Customers in the former Heritage Hills Water-Works Corporation Territory.

Effective with this statement, the surcharge is \$6.73 per month or \$20.20 per quarter.

CUSTOMER-SIDE LEAD SERVICE LINE REPLACEMENT SURCHARGE - (CSLSL) –

NEW YORK/FOREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO-NICHOLS

Applicable to Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems)

Effective with this statement, the Surcharge is 0.00%.

WESTCHESTER RATE DISTRICTS 1 AND 2

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Applicable to Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems)

Effective with this statement, the Surcharge is 0.00%.

DEFERRED REVENUE STATEMENT

NEW YORK/FOREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO-NICHOLS).

Pursuant to the Commission Order issued in Case 19-W-0168, the \$6,135,142 under-collected revenues related to the “make whole” provision will be recovered through a surcharge of 3.10% in Rate Year ending January 31, 2022 and 2.85% in Rate Year ending January 31, 2023 applied on all Metered customers’ bills on a bills-rendered basis and non hydrant private fire revenues commencing February 1, 2021. The surcharge will expire at the end of Rate Year ending January 31, 2023 and any over or under collection will be included in the annual Revenue, Production Cost and Property Tax reconciliation.

WESTCHESTER RATE DISTRICTS 1 AND 2

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Pursuant to the Commission Order issued in Case 19-W-0168, the \$1,289,920 under-collected revenues related to the “make whole” provision will be recovered through a surcharge of 0.88% in Rate Year ending January 31, 2022 and 0.84% in Rate Year ending January 31, 2023 applied on all Metered customers’ bills on a bills-rendered basis and private fire revenues commencing February 1, 2021. The surcharge will expire at the end of Rate Year ending January 31, 2023 and any over or under collection will be included in the annual Revenue, Production Cost and Property Tax Reconciliation.

OWEGO NICHOLS

APPLICABLE FOR USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK.”

Pursuant to the Commission Order issued in Case 17-W-0528, the under-collected revenues of \$126,310 with \$15,598 in interest associated with the levelized rate increases will be recovered through a 6.923% surcharge applied on all customers’ bills on a bills-rendered basis commencing August 1, 2020 through July 31, 2021. The surcharge will expire at the end of Rate Year 3 or at such time the total amount including interest is fully recovered.

**REVENUE, PRODUCTION COST AND PROPERTY TAX RECONCILIATION ADJUSTMENT
CLAUSE**

NEW YORK/FOREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO-NICHOLS

Applicable to all Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems)

Effective with this statement, the surcharge for NEW YORK metered customers is 9.515%.

Effective with this statement, the Surcharge for FOREST PARK customers is 0.00%.

WESTCHESTER RATE DISTRICTS 1 AND 2

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Applicable to all Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems)

Effective with this statement, the Surcharge for RATE DISTRICT #1 is (1.430)%

Effective with this statement, the Surcharge for RATE DISTRICT #2 is 4.278%

P.S.C. No. 2 – Water
SUEZ Water New York Inc.
Initial Effective Date: March 23, 2021

Statement Type: RRC
Statement No. 3

**REVENUE, PRODUCTION COST AND RECONCILIATION ADJUSTMENT CLAUSE
(Continued)**

OWEGO-NICHOLS

APPLICABLE FOR USE OF SERVICE FOR OWEGO AND THE VILLAGE AND PARTS OF
THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK.

**Applicable to all Metered Customers (Single Family Residential, Multi-Family
Residential, Non-Residential & Service to Other Water Supply Systems)**

Effective with this statement, the Surcharge is 10.653%.

**REVENUE TAX SURCHARGE APPLICABLE IN MUNICIPALITIES WHERE SERVICE IS
SUPPLIED STATEMENT (RTS)**

The rates and charges under all Service Classifications, payable in the following municipalities shall be increased by the following effective local surcharge rate.

<u>Municipality</u>	<u>Local Surcharge Effective Rate</u>
Village of Airmont	1.01%
Village of Chestnut Ridge	1.01%
Village of Grandview on the Hudson	1.01%
Village of Haverstraw	1.01%
Village of Kaiser	1.01%
Village of Montebello	1.01%
Village of New Hempstead	1.01%
Village of New Square	1.01%
Village of Piermont	1.01%
Village of Pomona	1.01%
Village of Spring Valley	1.01%
Village of Wesley Hills	1.01%
Village of Upper Nyack	1.01%
Village of West Haverstraw	1.01%
Village of Sloatsburg	1.01%
City of New Rochelle	1.01%
Village of Bronxville	1.01%
Village of Tuckahoe	1.01%
Village of Pelham Manor	1.01%
Village of Pelham	1.01%
Village of Ardsley	1.01%
Village of Dobbs Ferry	1.01%
Village of Hastings on Hudson	1.01%
Village of Port Chester	1.01%
Village of Rye Brook	1.01%
City of Rye	1.01%
Village of Owego	0.99%
Former Customers of United Water South County	0.00%
All Other Municipalities	0.00%

SYSTEM IMPROVEMENT SURCHARGE

NEW YORK/FOREST PARK

APPLICABLE TO USE OF SERVICE FOR TOWNS OF RAMAPO, HAVERSTRAW, STONYPOINT, CLARKSTOWN AND ORANGETOWN IN THE COUNTY OF ROCKLAND AND THE TOWNS OF TUXEDO, WARWICK AND MONROE IN THE COUNTY OF ORANGE, NEW YORK, (F/K/A SUEZ WATER NEW YORK).

APPLICABLE TO USE OF SERVICE FOR RESIDENTIAL, COMMERCIAL, AND GENERAL USE CUSTOMERS IN CARMEL, SOUTHEAST, HILLTOP MEADOWS SUBDIVISION, TONETTA LAKE ROAD, NORTH BREWSTER ROAD, TOWN OF SOUTHEAST, DEVELOPMENT OF MISTY HILLS AND TOWN OF PATTERSON, PUTNAM COUNTY AND THE TOWN OF LEWISBORO, WESTCHESTER COUNTY. (F/K/A SUEZ WATER OWEGO-NICHOLS)

Applicable to all Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems)

Effective with this statement, the Surcharge is 0.00%.

WESTCHESTER RATE DISTRICTS 1 AND 2

APPLICABLE FOR USE OF SERVICE FOR CITY OF NEW ROCHELLE, VILLAGE OF BRONXVILLE, VILLAGE OF TUCKAHOE, VILLAGE OF PELHAM MANOR, VILLAGE OF PELHAM, VILLAGE OF ARDSLEY, VILLAGE OF DOBBS FERRY, VILLAGE OF HASTINGS-ON-HUDSON, TOWN OF MAMARONECK, TOWN OF GREENBURGH, TOWN OF MOUNT PLEASANT AND TOWN OF EASTCHESTER IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #1)

APPLICABLE FOR USE OF SERVICE FOR VILLAGE OF PORT CHESTER, VILLAGE OF RYE BROOK AND THE CITY OF RYE IN WESTCHESTER COUNTY, NEW YORK. (F/K/A SUEZ WATER WESTCHESTER RATE DISTRICT #2)

Applicable to all Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems)

Effective with this statement, the Surcharge is 0.00%.

OWEGO-NICHOLS

APPLICABLE FOR USE OF SERVICE FOR OWEGO, AND THE VILLAGE AND PARTS OF THE TOWN OF NICHOLS, TIOGA COUNTY, NEW YORK.

Applicable to all Metered Customers (Single Family Residential, Multi-Family Residential, Non-Residential & Service to Other Water Supply Systems) and Fire Protection Customers

Effective with this statement, the Surcharge is 4.71%.

APPLICABLE TO SERVICE CLASSIFICATION NO. 9

NEW YORK/FOREST PARK

Rate per Month:

Facility Charge

<u>Meter Size</u> <u>Per Month</u>	<u>Effective</u> <u>02/01/2021</u>
6"	\$347.40

Cost of Water

Effective
02/01/2021

Per Hundred Cubic Feet (ccf)	\$1.3100
Per Thousand Gallons (mgl)	\$1.7513

Consumption Charges

Per Hundred Cubic Feet (ccf)/Per Thousand Gallons (mgl)

	<u>CCF</u> <u>Effective</u> <u>02/01/2021</u>	<u>MGL</u> <u>Effective</u> <u>02/01/2021</u>
First 900 ccf/673.2 mgl	\$4.0739	\$5.4464
Over 900 ccf/673.2 mgl	4.8887	6.5357
All Usage-Hillburn	2.1884	2.9256

WESTCHESTER RATE DISTRICT NO. 1

Rate per Month:

Consumption Charges

Per Hundred Cubic Feet (ccf)

Effective
07/01/2021

All Usage	\$1.8740
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OWEGO-NICHOLS

Rate per Month:

Facility Charge

Meter Size Per Month	Effective <u>02/01/2021</u>
2"	\$104.00
6"	650.00

Consumption Charges

Per Hundred Cubic Feet (ccf)

	Effective <u>02/01/2021</u>
All Usage	\$2.06

Consumption Charges

Per Hundred Cubic Feet (ccf)

	Effective <u>02/01/2021</u>
All Usage-Repumped	\$0.3000