

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 14, 2017**

**LEAF NO.: 1**  
**REVISION: 6**  
**SUPERSEDING REVISION: 5**

Issued in compliance with Commission Orders in Cases 16-W-0402 and 16-W-0432 issued February 21, 2017

**COVER SHEET**

**P.S.C. No. 1 - WATER**

(Supersedes Paper Tariff P.S.C. No. 5 – Water which was effective January 21, 1991)

**NEW YORK AMERICAN WATER COMPANY, INC.**  
**(f/k/a LONG ISLAND WATER CORPORATION)**

**SCHEDULE**

**FOR**

**WATER SERVICE**

**APPLICABLE IN**

Incorporated Villages of Atlantic Beach, Cedarhurst, East Rockaway, Hewlett Bay Park, Hewlett Harbor, Hewlett Neck, Island Park, Lawrence, Lynbrook, Malverne, Valley Stream, and Woodsburgh, and a portion of the Village of Mill Neck, in Nassau County; unincorporated areas of Baldwin, Hewlett, Oceanside, Roosevelt, Woodmere, and adjacent territory in the Town of Hempstead, in Nassau County; a portion of the Town of Mount Hope in Orange County; portions of the Towns of Carmel and Southeast in Putnam County; a portion of the Town of Rochester in Ulster County; and portions of the Towns of Forestburgh and Mamakating in Sullivan County.

For detailed description of Territory, see General Information Leaf No. 5, Section I.

Subsequent changes will be effective as shown on individual leaves.

Issued by: Carmen Tierno, President, 60 Brooklyn Avenue, Merrick NY 11566

**TABLE OF CONTENTS**

	<b>DESCRIPTION</b>	<b>LEAF NO.</b>
<b>I</b>	<b>TERRITORY TO WHICH SCHEDULE APPLIES</b>	<b>5</b>
<b>II</b>	<b>DEFINITION OF TERMS</b>	<b>5, 6, 7, 8</b>
<b>III</b>	<b>APPLICATION AND DENIAL</b>	<b>8</b>
	<b>A. Extension of Service</b>	<b>8, 9, 10</b>
	<b>B. Responsibility for Service</b>	<b>10, 11</b>
	<b>C. Denial of Application</b>	<b>11, 12</b>
	<b>D. Penalty</b>	<b>12</b>
	<b>E. Application for Water Service</b>	<b>12, 13</b>
<b>IV</b>	<b>SERVICE DEPOSITS</b>	<b>14</b>
	<b>A. Deposit Requirements</b>	<b>14</b>
	<b>B. Deposit Calculation</b>	<b>14, 15</b>
	<b>C. Deposit Review</b>	<b>15</b>
	<b>D. Interest</b>	<b>15</b>
	<b>E. Deposit Return</b>	<b>16</b>
<b>V</b>	<b>BILLING, METER READING, NOTIFICATION AND TERMINATION FOR RESIDENTIAL &amp; COMMERCIAL GENERAL USE WATER</b>	<b>16</b>
	<b>A. Bills Payable</b>	<b>16</b>
	<b>B. Returned Check</b>	<b>16</b>
	<b>C. Meter Reading</b>	<b>17</b>
	<b>D. Estimated Bills</b>	<b>17</b>
	<b>E. No Access Procedure</b>	<b>17</b>

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**  
Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**LEAF NO.: 3**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

	<b>DESCRIPTION</b>	<b>LEAF NO.</b>
	<b>F. Backbilling</b>	<b>18</b>
	<b>G. Termination of Residential Service</b>	<b>18, 19, 20, 21, 22</b>
	<b>H. Termination of Residential Service – Special Procedures</b>	<b>22, 23, 24</b>
	<b>I. Termination of Non-residential Service</b>	<b>24, 25</b>
	<b>J. Voluntary Third Party Notice</b>	<b>25</b>
	<b>K. Termination to Entire Multiple Dwelling</b>	<b>25, 26, 27, 28</b>
	<b>L. Termination of Service to Two-Family Dwellings</b>	<b>28, 29, 30</b>
	<b>M. Deferred Payment Agreements</b>	<b>30, 31, 32, 33, 34</b>
	<b>N. Reconnection of Service</b>	<b>35, 36</b>
<b>VI</b>	<b>EXTENSION OF FACILITIES</b>	<b>36</b>
	<b>A. Service Pipe Specifications</b>	<b>36</b>
	<b>B. Meter Location</b>	<b>37</b>
	<b>C. Building Taps</b>	<b>37</b>
	<b>D. Installation and Maintenance of Service Pipe</b>	<b>37, 38</b>
	<b>E. Extension of Mains</b>	<b>38, 39, 40, 41, 42</b>
	<b>F. Frost Provision</b>	<b>43</b>
	<b>G. Maintenance of Mains</b>	<b>43</b>
	<b>H. Metering Equipment</b>	<b>43, 44, 45</b>
	<b>I. Accessibility of Equipment</b>	<b>45</b>
	<b>J. Cross Connection Control</b>	<b>45, 46, 47</b>
	<b>K. Corporation Right to Restrict Water Use</b>	<b>48</b>
	<b>L. Restrictions of Water Use</b>	<b>48</b>
	<b>M. Public Fire Hydrant Use</b>	<b>48</b>
	<b>N. Installation of Public Fire Hydrant</b>	<b>48</b>
	<b>O. Resale of Water</b>	<b>49</b>

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

Issued in compliance with Commission Order in Case 16-W-0402 issued February 21, 2017

<b>P.</b>	<b>Emergency Disconnection of Residences</b>	<b>49, 50</b>
<b>VII</b>	<b>LAWN SPRINKLER SERVICES - RULES AND REGULATIONS</b>	<b>50</b>
<b>A.</b>	<b>Lawn Sprinkler Systems - Prior to March 15, 1947</b>	<b>50</b>
<b>B.</b>	<b>Lawn Sprinkler Systems - After March 15, 1947</b>	<b>51, 52</b>
<b>C.</b>	<b>Lawn Sprinkler Systems - "Do It Yourself"</b>	<b>52, 53</b>
<b>D.</b>	<b>Applicable to All Lawn Sprinkler Service</b>	<b>53, 54</b>
<b>E.</b>	<b>Installation Guidelines - Prior to March 15, 1947</b>	<b>54</b>
<b>F.</b>	<b>Installation Guidelines - After March 15, 1947</b>	<b>55</b>
<b>G.</b>	<b>Application for Lawn Sprinkler – Installation After March 15, 1947</b>	<b>56, 57</b>
<b>H.</b>	<b>Application for Lawn Sprinkler – Existing Service with a Separate Meter</b>	<b>58</b>
<b>VIII</b>	<b>RATES AND CHARGES</b>	<b>59</b>
	<b>Service Classification No. 1</b>	<b>60</b>
	<b>Service Classification No. 1A</b>	<b>61, 62</b>
	<b>Service Classification No. 2</b>	<b>63</b>
	<b>Service Classification No. 3</b>	<b>64</b>
	<b>Service Classification No. 4</b>	<b>65</b>
	<b>Service Classification No. 5</b>	<b>66, 67</b>
	<b>Service Classification No. 6</b>	<b>68, 69</b>
	<b>Mt. Ebo District Service Classification No. 1</b>	<b>69.1</b>
	<b>Mt. Ebo District Service Classification No. 2</b>	<b>69.2</b>
	<b>Mt. Ebo District Service Classification No. 3</b>	<b>69.3</b>
	<b>New Vernon District Service Classification No. 1</b>	<b>69.4</b>
	<b>New Vernon District Service Classification No. 2</b>	<b>69.5</b>
	<b>Whitlock Farms District Service Classification No. 1</b>	<b>69.6</b>
	<b>Interest on Customer Overpayments</b>	<b>70</b>
<b>IX</b>	<b>STATEMENTS</b>	

**I TERRITORY TO WHICH SCHEDULE APPLIES:**

Incorporated Villages of Atlantic Beach, Cedarhurst, East Rockaway, Hewlett Bay Park, Hewlett Harbor, Hewlett Neck, Island Park, Lawrence, Lynbrook, Malverne, Valley Stream, and Woodsburgh, and a portion of the Village of Mill Neck, in Nassau County; unincorporated areas of Baldwin, Hewlett, Oceanside, Roosevelt, Woodmere, and adjacent territory in the Town of Hempstead, in Nassau County; a portion of the Town of Mount Hope in Orange County; portions of the Towns of Carmel and Southeast in Putnam County; a portion of the Town of Rochester in Ulster County; and portions of the Towns of Forestburgh and Mamakating in Sullivan County.

**II DEFINITION OF TERMS**

The following words and terms when used in this tariff have the following meanings:

- (A) An “access controller” is a party known to the Corporation to be in control of access to the metering equipment at a customer’s premises and to have an active account with the Corporation.
- (B) An “actual reading” is one obtained by the Corporation employee from the meter or from a device which receives a reading transmitted from the meter itself.
- (C) An “applicant” is a person who has made a request or has had a request made by a third party on his or her own behalf, for water service for his or her own residential or non-residential use.
- (D) “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 Corporation or one of its authorized agents. Payment is due whenever specified by the Corporation 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.
- (E) A “backbill” is any bill or any portion of a bill, other than a levelized bill, which represents charges for services that was actually delivered to the customer’s premises during a period before the current billing cycle, which was not previously billed.
- (F) A “blind person” is a person who has a central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye with a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered as having a central visual acuity of 20/200 or less.
- (G) A “business day” is any Monday through Friday when the Corporation’s business offices are open.
- (H) A “cold weather period” is that period of time beginning November 1<sup>st</sup> of each year and ending April 15<sup>th</sup> of the following year.
- (I) “The Commission” is the New York State Public Service Commission.
- (J) “The Consumer Services Division” is the Consumer Services Division of the New York State Department of Public Service.
- (K) “Corporation” or company is the New York American Water Company, Inc.

- (L) “Current charges” referring to a multiple dwelling, or a two-family dwelling, is the amount properly billed to a party responsible for service for the billing period covered by the first bill rendered on or after the date the required notice is posted. Current charges do not include any arrears for earlier billing periods.
- (M) A “deferred payment agreement” or “payment agreement” is a written agreement for the payment of outstanding charges over a specific period of time.
- (N) A “delinquent customer” is a customer who has made two or more consecutive late payments within the previous twelve months.
- (O) 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.
- (P) “Elderly” is a residential customer who is 62 years of age or older.
- (Q) “Heat-related service” is water service which is necessary for the on-going operation of a customer’s primary heating system.
- (R) A “late payment” is any payment made more than 20 calendar days after the date payment was due.
- (S) 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 Dwelling Law or Multiple Residence Law.
- (T) “Non-residential” customers include any person, corporation, governmental agencies or other entities, who pursuant to an accepted application for service is supplied by the Corporation with water service under the Corporation’s tariff, and who is not a residential customer.
- (U) A “residential customer” is any person who, in accordance with an application for service made by such person or a third party on his or her behalf, is supplied with water service by the Corporation at a premises where such service is used primarily for his or her residential purposes.
- (V) A “seasonal, short-term or temporary customer” is a customer who applied for and/or receives utility service periodically each year, intermittently during the year, or for a period of time up to one year.
- (W) “Tampered equipment” is any service-related equipment that has been subjected to unauthorized interference that has changed or inhibited the accurate measurement of water consumption or that has been connected without authorization after the Corporation has physically disconnected service.

- (X) 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.
- (Y) A “utility” is any waterworks corporation, as defined in Section 2 of the Public Service Law (See Attached) having annual gross revenues in excess of two hundred fifty thousand dollars.
- (Z) “Utility deficiency” is:
  - (i) any action or inaction by the Corporation or one of its authorized agents that does not substantially conform to the rules and regulations of Title 16 NYCRR, the Corporation’s tariff; or
  - (ii) the failure of metering equipment to accurately record service, unless a customer’s culpable conduct caused or contributed to such failure.

The following words and terms when used in this tariff with respect to Extension of Mains shall have the following meanings:

- (a) Water Main – a pipe carrying water which is generally available to more than one service line.
- (b) 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.
- (c) Service line 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.
- (d) Service Connection – the facilities necessary to provide the customer service, including the service line, the main tap, meter and other related facilities.
- (e) Extension of costs – as used in this part shall include 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.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- (f) Applicant – a person, developer, builder, partnership, association, corporation, or governmental agency requesting service to a specific location.
- (g) 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.
- (h) Residential service – water service for sanitary and potable domestic use.
- (i) Surcharge – a charge billed to the customer in addition to the regular bill for service.
- (j) Gross annual utility revenue – the total of customer charges for utility service billed in one year.
- (k) Advance or Deposit – money advanced by the applicant to the utility subject to refund.
- (l) Contribution – money paid by the applicant to the utility, usually to pay for the cost of installing plant, which will not be refunded.
- (m) Water-works Tariff – the schedule of rules and charges for water service, filed with and approved by the Commission, under which the utility is required to provide service.
- (n) Service area – the area in which the utility has required government authorization to provide utility service.

### III - APPLICATION AND DENIAL

#### A. Extension of Service - Residential

- .1 The Corporation will provide service to any residential applicant who meets the requirements of paragraph .3 of this subsection as soon as reasonably possible, within five business days after receipt of an accepted oral or written application for service; or such later time as may be specified by the applicant, except;
  - .1.1 where prevented by labor strikes or other work stoppages;
  - .1.2 where precluded by consideration of public safety;
  - .1.3 where precluded by physical impediments including:
    - .1.3.1 adverse weather conditions;
    - .1.3.2 inability to gain access to premises;

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY



- .1.3.3 incomplete construction of necessary facilities by the applicant or inspection and certification of such facilities by the appropriate authorities;
- .1.3.4 incomplete construction of necessary facilities by the Corporation.
- .2 The Corporation will make reasonable efforts to eliminate or correct conditions over which it has control that prevent extensions of service and will attempt to complete construction of any necessary facilities with due diligence.
- .3 As a prerequisite to accepting a party as a residential customer and providing service, the Corporation may require the party to:
  - .3.1 make full payments or enter into a payment agreement for all amounts due and payable which are not either the subject of a pending billing dispute or covered by an existing payment agreement, including:
    - .3.1.1 residential service provided and billed to prior accounts in the applicant's name or for which the applicant is legally responsible;
    - .3.1.2 other tariff fees, charges or penalties;
    - .3.1.3 a deposit, if required by the Corporation, as long as such deposit is in accordance with Title 16 NYCRR 14.11.
  - .3.2 fulfill any applicable requirements of Parts 501 and 502 of Title 16 NYCRR regarding main extensions and service pipes;
  - .3.3 comply with the Corporation's tariff, and any applicable state, city or local laws, ordinances or regulations.
- .4 The Corporation will provide service to any accepted applicant whose application for service was previously denied, unless prevented by those circumstances listed in subsection A paragraph .1 – Extension of Service:
  - .4.1 as soon as reasonably possible, but no later than two business days after the requirements of paragraph .3 of this subdivision are met or such later time as may be specified by the applicant; or
  - .4.2 within 24 hours, if required by the Commission or its designee.
- .5 A customer moving within the service territory of the Corporation 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, 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 non-payment at the time of the request.
- .6 The Corporation will supply the customer with service when the Commission or its authorized designee directs the provision of service.

**B. Responsibility for Service**

- .1 A residential application for service may be either oral or written. The Corporation will request a 48 hour written notice from the customer before discontinuing service. If a written notice of discontinuance is not received by the Corporation, the customer will be liable for all bills for water used by others on the premises covered by their contract, until the meter is removed or reading arrangements have been fulfilled.
- .2 The Corporation may require an applicant to complete a written application for service only if:
  - .2.1 there are arrears at the premises to be served and/or service to the previous customer at the premises to be served was terminated for nonpayment within the prior 12 months or the current account is subject to a final notice of termination;
  - .2.2 there is evidence that service has been supplied through tampered equipment;
  - .2.3 the meter has recorded usage during a period within the previous 12 months when there was no customer; or
  - .2.4 the application is made by a third party on behalf of the party who would receive service.
- .3 If a written application is not required as a prerequisite to providing service, an oral application for service will be considered complete when the applicant provides his or her name, address, and, if the applicant has a prior account, either the address or account number, and answers questions relevant to identifying the applicant's use of water on the premises, including whether the service will be used primarily for residential purposes.
- .4 A written application for service will be considered complete when information has been provided as required (under paragraph .3 of this subsection), along with proof of the applicant's identity and responsibility for the water bills for the premises, through submission of appropriate documents. Where a third party applies for service, the third party must submit proof of his or her identity and a written authorization from the applicant. All submitted documents become part of the application.
- .5 The Corporation will make reasonable efforts to contact, either by telephone or in person, any applicant who submits an incomplete application, within one business

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

day of receipt of the application, stating the information and/or documents that must be submitted in order for the application to be considered complete.

- .6 The Corporation shall not be obligated to provide short-term or seasonal service to an applicant who fails to post a lawfully required deposit.
- .7 The applicant must make separate applications for each meter or type of service for each residence, apartment, business, building or location for which water service is desired.
- .8 Non-residential applicants shall file with the Corporation a written application for service upon the form furnished by the Corporation for the class of serviced desired. The Corporation will request a 48-hour written notice before discontinuing service. If a written notice of discontinuance is not received by the Corporation, the customer will be liable for all bills for water used by others on the premises covered by their contract, until the meter is removed or reading arrangements have been fulfilled.
- .9 The Corporation will endeavor to assist applicants or customers in the selection of the Service Classification which may be most favorable to their requirements, but in no way does the Corporation make any warranty, express or implied, as to the rates, classifications or provisions favorable to future service to, or future requirements of, any applicant or customer.

C. Denial of Application

- .1 The Corporation will make reasonable efforts to immediately contact, either by telephone or in person, any applicant whose application is being denied.
- .2 The Corporation may not deny an application for service unless a written notice was either delivered personally to the applicant or sent to the applicant's current address or any alternative mailing address provided in the application, within three business days of receipt of the application for service. An application for service not denied within three business days of receipt is considered accepted.

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**  
Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**LEAF NO.: 12**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

D. Penalty

- .1 If the Corporation fails to provide service to a residential applicant within the time required, the Corporation will pay to the residential applicant \$25.00 per day for each day or portion of a day that service is not supplied, unless the Commission or its designee determines that the Corporation had good cause for not providing service within the required time.

E. Application and Contract for Water Service

All Service Applications – New Installations and Existing Service  
Information to be completed by the applicant:

- Name on account
- Service address
- Telephone numbers – business/home
- Social Security number or Federal I.D. number
- Mail address
- Service start date
- Do you own or rent?
- Proof of residency shown? Y or N

Questions related to water use for Conservation and Cross Connection

- Product (T-19) Water Service/Lawn Sprinkler Service/Fire Protection
- Building Type (T02)
- Business Type (T03)
- Does this premise have one of the following?  
Pool Y or N      Solar Heat      Y or N  
Well Y or N      Lawn Sprinkler      Y or N  
Other apparatus      Y or N \_\_\_\_\_

All Service Applications – new installations and existing service  
Information to be completed by office

- Customer number \_\_\_\_\_ Premise number \_\_\_\_\_
- Type of Customer (T18) \_\_\_\_\_

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**LEAF NO.: 13**

**REVISION: 0**

**SUPERSEDING REVISION:**

- Tariff Rate Cost (T29) \_\_\_\_\_
- Deposit Amount \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_
- NYAWC Representative accepting application \_\_\_\_\_
- Date application accepted \_\_\_\_\_
- Service order number \_\_\_\_\_

**New service installation**

Information to be completed by office

\_\_\_\_\_ under 75' from existing main

\_\_\_\_\_ over 75' from existing main – There is a fee which must be paid by customer in advance of installation. Refer to Distribution.

- Tap Number \_\_\_\_\_ Tap size (T39) \_\_\_\_\_
- Service Line Size (T39) \_\_\_\_\_ Meter Size (T36) \_\_\_\_\_
- Municipality (T16) \_\_\_\_\_ Work order no. \_\_\_\_\_
- Bill frequency: Q/M/A Cycle \_\_\_ Book \_\_\_ Folio \_\_\_
- Property location \_\_\_\_\_

All applications – new installations and existing service

I understand that New York American Water Company, Inc. will provide water service to the service location described on this application, in accordance with the regulations on file and approved by the New York State Public Service Commission. I agree to abide by these rules, and will pay the appropriate charges for service.

Signature of applicant and date.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

#### IV - SERVICE DEPOSITS

##### A. Deposit Requirements

- .1 Residential
  - .1.1 The Corporation will require the payment of a security deposit from:
    - .1.1.1 a seasonal, short-term or temporary customer;
    - .1.1.2 a delinquent customer, as long as at least 20 calendar days before its request for a deposit, the Corporation provides the customer with written notice that the failure to make a specified payment before a specified date may result in a request for a deposit and states how the deposit would be calculated;
    - .1.1.3 a customer whose service was terminated for nonpayment during the preceding six months.
  - .1.2 The Corporation will not require a deposit from:
    - .1.2.1 a customer or applicant who is known to the Corporation as a recipient of public assistance, supplemental security income benefits or additional state payments; or
    - .1.2.2 a customer or applicant who is known to the Corporation as an elderly, blind or disabled person, unless that customer's service was terminated for nonpayment within the preceding six months.
  - 1.3 If a deposit is authorized by this subsection, the Corporation will offer a customer, except for a seasonal, short-term or temporary customer, the opportunity to pay the deposit in installments, considering the customer's financial circumstances.
- .2 Nonresidential
  - .2.1 The Corporation may require payment in full of a security deposit from any nonresidential customer.

##### B. Deposit Calculation

- .1 The amount of a deposit will not be more than the cost of twice the customer's average monthly usage, except in the case of customers whose usage varies widely, where the deposit will not be more than the cost of twice the average monthly usage for the peak season.
- .2 The amount of the deposit will be based on service used during the previous 12 month period, as shown by an relevant billing history, and any relevant information concerning expected use.

C. Deposit Review

- .1 The Corporation will, at least annually, review the billing history of every customer who has a deposit with the Corporation to assure that a deposit may still be required and that the amount of deposit is no more than the amount allowed in subsection B – Deposit Calculation.
  - .1.1 If a review shows that the deposit held falls short of the amount that the Corporation may lawfully require by 25 percent or more, the Corporation may require the payment of an additional deposit amount from the customer.
  - 1.2 If a review shows that the deposit held exceeds the amount that the Corporation may lawfully require by 25 percent or more, the Corporation will return the excess deposit to the customer under Section E Deposit Return.
- .2 If a request from a customer for downward revision of the deposit is substantiated by the customer’s billing history, the Corporation will return any portion of the deposit that is more than the amount the Corporation may lawfully require, under Section E Deposit Return.

D. Interest

- .1 Every deposit earns interest at a rate set annually by the Commission.
- .2 The interest will be paid to the customer when the deposit is returned. If the deposit has been held for twelve (12) consecutive months or more, the interest will be credited to the customer no later than the first bill rendered after the next succeeding first day of October and at the end of each succeeding twelve-month period.

E. Deposit Return

- .1 The Corporation will return a deposit or portion of a deposit plus the applicable interest as soon as reasonably possible, but no more than thirty (30) calendar days after:
  - .1.1 the date of the first bill for service rendered after a twelve-month period during which time the customer was not delinquent, provided there is no other basis for the Corporation to request a deposit under Section A of this subdivision.
  - .1.2 the day an account is closed; or
  - .1.3 a review in accordance with subsection C – Deposit Review shows that deposit reduction is warranted.
- .2 A deposit or portion of a deposit plus the applicable interest that is subject to return may be credited to the customer's account in the amount of any outstanding charges, and if any balance remains after the Corporation has credited the customer's account, a refund check will be issued to the customer.

V - BILLING, METER READING, NOTIFICATION AND TERMINATION FOR RESIDENTIAL AND NON-RESIDENTIAL GENERAL USE WATER

A. Bills Payable

- .1 Bills will be rendered monthly, bi-monthly, quarterly or annually at the option of the Corporation, and are due when rendered and are payable at the office (by mail or the lock box Custodian) of the Corporation or to any authorized collector.
- .2 Bills for all meter reading periods affected by a change in rates will be prorated.

B. Returned Check

- .1 Any payment received and made by a check or any other negotiable instrument which is not honored by the bank on which it was drawn, will be returned to the customer and an \$8.50 handling charge will be levied against the customer's account. This fee is subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.



C. Meter Reading

- .1 The Corporation's authorized agents or employees shall, at all reasonable times, have access to its equipment on the customer's premises for the purpose of reading, inspecting, testing, repairing or removing its equipment.
- .2 The Corporation will attempt to obtain an actual reading for every metered account, on a regularly scheduled basis in accordance with its tariff.
- .3 If unsuccessful in attempting to obtain an actual reading, the Corporation will leave a meter reading card at the premises.

D. Estimated Bills

- .1 When the Corporation is unable to obtain actual meter readings, it may render an estimated bill. The conditions of allowable estimated bills are stated in Title 16 NYCRR 14.12 (b) (i-viii).
- .2 Estimated bills will be calculated in accordance with an established formula which takes into account the best available relevant factors for documenting the customer's usage.

E. No Access Procedure:

- .1 Meter readings for residential customers
  - .1.1 The Corporation will begin issuing No Access notices with the next cycle bill issued after a customer's bill is estimated for six consecutive months.
    - .1.1.1 The No Access notices and charges will be directed to the access controller, unless the access controller is not the customer of record, in which case a copy of the notices will be sent to the customer.
    - .1.1.2 The series of No Access notices is stated in Title 16 NYCRR 14.12 C (3) (i-iv).
    - .1.1.3 The no access charge added to any single bill will be \$25.00 per building, even though more than one meter is located there.
    - .1.1.4 The Corporation will, at its discretion, suspend temporarily the issuance of No Access notices and penalties if the access controller contacts the Corporation and provides a legitimate reason for postponing the provision of access.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**F. Backbilling**

- .1 Notice
  - .1.1 Every backbill will contain a written explanation of the specific reason for the backbill, and if the bill covers more than a twenty-four month period, a statement as to why the billing was not limited as stated in paragraph 3 Limitations on Backbilling Period.
  - .1.2 A backbill will be accompanied by an offer of a payment agreement in accordance with subsection M, Deferred Payment Agreements of this tariff, if applicable.
  
- .2 Limitations on Issuance of Backbills
  - .2.1 The Corporation may not issue a backbill more than six (6) months after the Corporation actually became aware of the circumstance, error or condition that caused the underbilling.
  - .2.2 The Corporation may not upwardly revise a backbill, and will issue a downwardly revised backbill as soon as reasonably possible and within two (2) months after the Corporation becomes aware that the first backbill was excessive.
  
- .3 Limitations on Backbilling Period
  - .3.1 When the failure to bill earlier was due to a Corporation deficiency, the Corporation will limit the backbilling period to twelve (12) months before the Corporation actually became aware of and corrected the circumstances, error or condition that caused the underbilling, unless the Corporation can demonstrate that the customer's culpable conduct caused or contributed to the original underbilling.
  - .3.2 When the failure to bill earlier was not due to a Corporation deficiency, the Corporation will limit the backbilling period to 24 months before the Corporation actually became aware of and corrected the circumstance, error or condition that caused the underbilling, unless the Corporation can demonstrate that the customer's culpable conduct caused or contributed to the original underbilling.

**G. Termination of Residential Service**

- .1 Conditions for Termination of Residential Service
  - .1.1 Water service may be discontinued by the Corporation for any of the following reasons as stated in Title 16 NYCRR 14.4 provided advance final notice of termination has been given when the customer:

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

- .1.1.1 fails to pay any tariff charges that reflect service used during the preceding twelve (12) months for which a written bill has been sent;
- .1.1.2 fails to pay any tariff charges that reflect service used before the preceding twelve (12) months, for which a written bill has been sent, in any of the following situations:
  - .1.1.2(a) when there was a billing dispute during the preceding twelve (12) months; or
  - .1.1.2(b) there was an excusable Corporation delay; or
  - .1.1.2(c) the customers culpable conduct caused or contributed to the delay in billing; or
  - .1.1.2(d) when changes are necessary to adjust estimated bills.
- .1.1.3 fails to pay amounts due under a payment agreement; or
- .1.1.4 fails to pay, or agree in writing to pay, equipment and installation charges relating to the initiation of service; or
- .1.1.5 fails to pay a required deposit.
- .1.2 The Corporation 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 Corporation by the Department of Social Services or the local Social Services office.
- .1.3 Water service may be discontinued by the Corporation when:
  - .1.3.1 there is no customer of record and service is being provided through tampered equipment;
  - .1.3.2 there is no customer of record or the party of record has vacated the premises, providing advance notice of termination has been given.
- .2 Final Termination Notice
  - .2.1 The Corporation will not issue a final termination notice until at least twenty (20) calendar days after the date payment was due.
  - .2.2 The Corporation will not issue a final termination notice for nonpayment of disputed charges while a complaint is pending with the Corporation or the Public Service Commission.
    - .2.2.1 The Corporation may issue a final termination notice for nonpayment of undisputed charges.
- .3 Physical Termination of Service
  - .3.1 The Corporation will not terminate service until at least:
    - .3.1.1 fifteen (15) calendar days after a final termination notice has been given personally to the customer; or

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- .3.1.2 eighteen (18) calendar days after a final termination notice has been mailed to the customer at the service location, or to an alternative address, that has been provided by the customer for mailing purposes. If an alternative address has been used, the Corporation will mail notice of the scheduled termination to the service location, ten (10) calendar days after the final termination notice was mailed.
- .3.2 The Corporation will terminate service only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, provided that such day or the following day is not:
  - .3.2.1 a public holiday as defined in the general construction law; or a day on which the main business office of the Corporation or the offices of Public Service Commission are closed.
- .3.3 The Corporation will not terminate service unless:
  - .3.3.1 it has verified that payment has not been received at any office of the Corporation or at any office of the authorized collection agent through the end of the notice period required by this tariff; and
  - .3.3.2 it has verified on the day termination is scheduled that payment has not been posted to the customer's account as of the opening of business on that day; or has complied with procedures established under subsection D.
- .3.4 The Corporation will not terminate service more than 60 calendar days after issuance of the final termination notice unless it has, during that time, issued a new updated termination notice to include the current arrears.
- .3.5 The Corporation will not terminate service while a complaint is pending before the Public Service Commission and for fifteen (15) calendar days after resolution by the Corporation or the Public Service Commission or its designee, for nonpayment of the disputed charges. Nothing prevents the Corporation from terminating service for nonpayment of undisputed charges.
- .3.6 The Corporation will not terminate service during the two week period that includes Christmas Day and New Year's Day.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- .4 Posting of Payments
  - .4.1 The Corporation will insure that any payment made in response to a final termination notice (when the customer brings the fact that such a notice has been issued to the attention of the Corporation or its authorized agents):
    - .4.1.1 will be posted to the customer's account on the day payment is received; or
    - .4.1.2 will in some manner stop the termination process so that termination will not occur.
  
- .5 Payment at the Time of Termination – Residential
  - .5.1 If a customer claims that payment has already been made at the time of 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 Corporation or the Public Service Commission with regard to the charges demanded, the Corporation's field representative will make a reasonable effort to verify this information with a Corporation office representative and will not terminate service for nonpayment of any verified disputed amount.
    - .5.2 At the time of termination, if either payment of the full amount is offered, or if the customer agrees to sign a payment agreement and offers payment of any required down payment, the Corporation representative will either:
      - .5.2.1 accept the payment, or
      - .5.2.2 allow the customer an extension of time of not less than one business day to go to the business office to make payment or arrange for payment within the specified time.
    - .5.3 When the customer fails to make the payment or arrange for payment within the specified time, the Corporation will terminate service without further notice.
    - .5.4 Whenever payment is made by check or money order at the time of termination, the Corporation's field representative will provide the customer with a receipt which will include the date, the account number, the amount received, the form of the payment and either the name or identification number of the Corporation representative.
  
- .6 Dishonored Checks
  - .6.1 Receipt of a subsequently dishonored check in response to a termination notice is not payment of a customer's account and the Corporation is not required to issue an additional notice before termination when the termination notice warns the customer of this possibility.

- .6.2 If within the last twelve (12) months a customer has paid for service with a check that was subsequently dishonored, the Corporation has the right to accept only cash, certified check or money order as payment from that customer, at the time of termination.

H. Termination of Residential Service – Special Procedures

- .1 General
  - .1.1 The Corporation will provide special protections regarding the termination and reconnection of service in cases involving:
    - .1.1.1 medical emergency customers; and
    - .1.1.2 elderly, blind or disabled customers; and
    - .1.1.3 customers with heat-related service during cold weather periods; only when these conditions are brought to the attention of the Corporation.
  - .1.2 The Corporation will take steps to assure communication before termination in the case of a language barrier.
  - .1.3 Once the Corporation has been made aware of a customer that qualifies for special protections, the Corporation will make a diligent effort to personally contact that individual by
    - .1.3.1 attempting to call, if there is a telephone, once during business hours, and if unsuccessful twice during reasonable non-business hours (6:00 PM to 9:00 PM weekdays or 9:00 AM to 5:00 PM weekends).
    - .1.3.2 making an onsite personal visit, if telephone contact is unsuccessful.
  - .1.4 When the service is left on, the customer remains responsible for payment of service and must make a reasonable effort to pay charges for the service.
  - .1.5 When there remains a threat of termination or termination has already occurred, the Corporation will notify the customer that the Public Service Commission is available for assistance, and provide the Public Service Commission's telephone number.
- .2 Medical Emergency Customers

- .2.1 The Corporation will not terminate or refuse to restore service to a residence when a medical emergency exists. A medical emergency exists when a resident of a customer's premises suffers from a serious illness or medical condition that will be aggravated due to the absence of water service. Such customers must provide written certification by a medical doctor or local board of health.
- .2.2 The specific procedures for cases involving medical emergencies and the need for certification can be found in Title 16 NYCRR 14.5 b(2) b(3).
- .3 Elderly, Blind or Disabled Customers
  - .3.1 The Corporation will not terminate or refuse to restore service to a customer where the customer and all other residents of the household are known or identified to the Corporation to be 62 years of age or older, 18 years of age or under, blind or disabled without following the procedures found in Title 16 NYCRR 14.5 c(2) and (3).
- .4 Special Procedures During Cold Weather Periods  
(November 1 through April 15) For Premises with Heat Related Service.
  - .4.1 During cold weather periods, before terminating service to a premises with heat-related service, the Corporation will attempt to determine whether a resident may suffer serious impairment to health or safety as a result of termination by making an effort to personally contact the customer or an adult resident at the service location at least 72 hours prior to the intended termination, to explain the reason for termination and provide the customer with information on the protections available in Title 16 NYCRR 14.5 d.
  - .4.2 When the Corporation determines that a resident may suffer serious impairment to health or safety as a result of termination, the Corporation will not terminate service unless
    - .4.2.1 it informs the customer that a referral will be made to the Department of Social Services;
    - .4.2.2 the Corporation notifies the local Social Services office orally and in writing within five (5) business days; and
    - .4.2.3 the Social Services office, after an investigation informs the Corporation that the reported condition is not likely to result in a serious impairment to health or safety, or than an alternative means for protecting the person's health or safety has been arranged.

- .4.3 When the Corporation terminates service to a customer, and the customer or a resident 18 years or older was not personally contacted by the Corporation before termination of service and the customer has not contacted the Corporation for the purpose of requesting reconnection before 12 Noon on the day following termination of service, the Corporation will, by onsite personal visit with the customer or other adult resident, immediately attempt to determine whether there is continuing occupancy and whether a serious impairment to health or safety may result. If the Corporation determines that a serious impairment may result, it will immediately restore service. If the Corporation is unable to make an onsite personal visit with the customer or an adult resident, and does not have reasonable grounds to believe that the customer has vacated the premises, the Corporation will immediately refer the name and address of the customer to the local Social Services official.
- .4.4 If after the discovery of tampered equipment, the Corporation decides to terminate service to a customer because of a potential health or safety problem, it will determine whether a resident may suffer a serious impairment to health or safety as a result of termination. If the Corporation determines that a resident may suffer a serious impairment, it will follow the procedures set forth in paragraph .4.2 of this subsection provided, however, that continued service is not required if it is impractical for the Corporation to eliminate an unsafe condition. In any cases where a resident may suffer a serious impairment and the Corporation terminates service to preclude the continuation of an unsafe condition, the Corporation will specially notify the local Social Services official on the same day service is terminated and request an immediate consideration of the case.

I. Termination of Nonresidential Service

- .1 Discontinuance for Non-Payment:  
The Corporation may, after due notice as required by law, discontinue the supply of water to any and all premises of a customer if payment is not made to the Corporation of all money due from the customer for service supplied to such premises. The Corporation may refuse to supply service or additional service to an applicant or customer until all money due is paid.



- .2 If a former customer who is indebted to the Corporation attempts by some agency, relationship or otherwise to obtain service, the Corporation reserves the right to refuse service until payment of all indebtedness for water service is made. Where a customer's service is discontinued for non-payment of bills, the Corporation reserves the right to refuse to furnish service to said customer at the same or any other location, until all charges, including the reconnection charge specified below, shall have been paid and satisfactory assurance given to the Corporation that future bills will be paid promptly.
- .3 **Discontinuance for Non-Access**  
The Corporation may, after due notice, discontinue the supply of water to the premises if arrangements have not been made to read, change or inspect the Corporation's equipment. The Corporation may refuse to supply service until the work required has been completed.
- .4 **Discontinuance for Violation**  
The Corporation may after due notices, discontinue the supply of water to the premises if the customer's culpable conduct created the violation of the rules and regulations of the Corporation. The Corporation will not restore the water supply until the violation has been removed.

**J. Voluntary Third Party Notice Prior to Termination of Residential Service**

- .1 The Corporation will permit a customer to designate a third party to receive copies of all notices regarding termination of service or other credit actions sent to such customer, provided that the designated third party agrees in writing to receive such notices.
- .2 The Corporation will inform the third party that the agreement to receive notices does not mean the third party will pay for service provided to the customer.
- .3 The Corporation will promptly notify the customer in writing of the third party's refusal or cancellation of the agreement to receive notices.

**K. Termination of Service to Entire Multiple Dwellings**

- .1 **Required Notices**
  - .1.1 The Corporation will not terminate service to an entire multiple dwelling unless it fulfills all of the following requirements and provides the required written notice to:

- .1.1.1 the owner of the multiple dwelling or the party to whom the last preceding bill was rendered;
- .1.1.2 the superintendent or other person in charge of the multiple dwelling, if it can be readily determined that there is such superintendent or other person in charge;
- .1.1.3 the occupants of each unit;
- .1.1.4 the local health officer and the director of the Social Services district for the political subdivision in which the multiple dwelling is located;
- .1.1.5 the mayor if the multiple dwelling is located in a city or village, or if there is none, the manager; or if the multiple dwelling is located in a town, the town supervisor; and
- .1.1.6 the county executive of the county in which the multiple dwelling is located, or if there is none, the chairperson of the county's legislative body.
- .1.2 The notice required by this subdivision will be provided in the following manner:
  - .1.2.1 by personally serving it or mailing it to the owner or superintendent,
  - .1.2.2 by mailing it to the occupants and all local officials, and
  - .1.2.3 by posting it in a conspicuous place in the public area of the multiple dwelling.
- .1.3 The Corporation will give fifteen (15) calendar days notice if personally served or posted, and eighteen (18) calendar days notice if mailed.
- .1.4 The notice to local officials will be repeated not more than four (4) nor less than two (2) business days before termination.
- .1.5 Whenever a notice of termination of service has been made and the Corporation no longer intends to terminate service, the Corporation will so notify the occupants of each unit in the same manner as it gave the original notice.
- .2 Procedures to Avoid Termination of Service
  - .2.1 The Corporation will require occupants in a multiple dwelling to pay no more than the current charges incurred by the party to whom the last preceding bill has been rendered, and will not terminate service if such current charges are paid.
  - .2.2 The Corporation will identify to the occupants that they are authorized to set off utility payments against their rents, to pay for the bill due, in accordance with subdivision (1) of Section 235 a of New York State Real Property Law.

- .2.3 If occupants in a multiple dwelling find they are unable to reach an agreement with the Corporation to avoid termination of service, they may contact the Public Service Commission. After such a request is received, a designee will attempt to work out an agreement and will, if necessary, attempt to arrange a meeting with occupant representatives, Corporation and party responsible for making payment for service.
- .2.4 Public Service Commission may stay a threatened termination of service to an entire multiple dwelling where it concludes that good faith efforts are being made by the occupants to arrange for the payment of current charges.
  
- .3 Physical Termination of Service
  - .3.1 During the cold weather period, the following procedure will be followed by the Corporation to terminate heat-related service to an entire multiple dwelling:
    - .3.2 The Corporation will provide the notices required by paragraph .1 of this subsection not less than thirty (30) calendar days before the intended termination.
    - .3.3 The Corporation will provide each occupant with a written notice, not less than ten (10) calendar days before the earliest date termination may occur, advising the occupant that if any occupant in his or her apartment has a serious illness or medical condition that may result in a serious impairment to health or safety by the loss of heat service, he or she should immediately contact the Corporation. The notice will provide the name and telephone number of the Corporation contact person. Whenever an occupant has so notified the Corporation, the Corporation will conduct an onsite personal visit without delay, for the purpose of determining whether the occupant may suffer a serious impairment to health or safety as a result of termination. If the Corporation determines that an occupant may suffer serious impairment to health or safety as a result of termination, the Corporation will refer such cases to the local department of Social Services and request the agency to investigate.

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

L. Termination of Service to Two-Family Dwellings

- .1 If the Corporation knows that service is provided to a two-family dwelling, service will not be terminated unless the following requirements are complied with; provided, however, that where the Corporation knows that service is billed separately for each unit, this section does not apply. The Corporation will keep a record of legal two-family dwellings.
- .2 Required Notice
  - .2.1 The Corporation will not terminate service to a known two-family dwelling unless it provides written notice to:
    - .2.1.1 the owner of the premises or the party to whom the last preceding bill was rendered; and,
    - .2.1.2 the occupants of each unit
  - .2.2 The notice required will be provided in the following manner:

- .2.2.1 by mail, to the owner or party to whom the last preceding bill was issued, giving 18 calendar days; or
- .2.2.2 by personally serving or mailing it to the occupants, giving 15 calendar days; and
- .2.2.3 by posting it on a conspicuous place at or within the premises, unless prevented by physical circumstances.
- .2.3 Whenever a notice of termination of service has been made and the Corporation no longer intends to terminate service, the Corporation will so notify the occupants in the same manner as it gave the original notice.
  
- .3 Procedures to Avoid Termination of Service
  - .3.1 The Corporation may require the occupants in a two-family dwelling to pay no more than the current charges incurred by the party to whom the last preceding bill was rendered, and will not terminate service if the current charges are paid.
  - .3.2 The occupant may either:
    - .3.2.1 apply for service and be accepted as a customer, if eligible to do so as identified on the Application for Service section of this Tariff, in which case such person must be liable for future payments; or
    - .3.2.2 choose to pay current charges only, in which case such person will not be liable for future payments and future bills will continue to be rendered to the customer with a copy sent to any occupant upon request.
    - .3.2.3 set off the Corporation payments against their rents, in accordance with Subdivision 1 of 235 a of the New York State Real Property Law.
  
- .4 Physical Termination of Service
  - .4.1 The Corporation will terminate service only between the hours of 8:00 AM and 4:00 PM, Monday through Thursday, provided that such day or the following day is not:
    - .4.1.1 a public holiday as defined in the general construction law; or a day on which the main business office of the Corporation or the offices of the Public Service Commission are closed.
  - .4.2 The Corporation will not terminate service unless:
    - .4.2.1 it has verified that payment has not been received at any office of the Corporation or at any office of the authorized collection agent through the end of the notice period required by this tariff; and
    - .4.2.2 it has verified on the day termination is scheduled that payment has not been posted to the customer's account as of the opening of

business on that day; or has complied with procedures established under paragraph D of this section.

- .4.3 The Corporation will not terminate service more than 60 calendar days after issuance of the final termination notice unless it has, during that time, issued a new updated termination notice to include the current arrears.
- .4.4 The Corporation will not terminate service while a complaint is pending before the Public Service Commission and for fifteen (15) calendar days after resolution by the Corporation or the Public Service Commission or its designee, for nonpayment of the disputed charges. Nothing prevents the Corporation from terminating service for nonpayment of undisputed charges.
- .4.5 During the cold weather period, the Corporation will follow the procedures outlined in paragraph .2 of this subsection, when it intends to terminate heat related service to a two-family dwelling.

**M. Deferred Payment Agreements**

- .1 Corporation's Obligation
  - .1.1 The Corporation will provide a written offer of a payment agreement, to an eligible residential customer or residential applicant at the following times:
    - .1.1.1 not less than five (5) calendar days before the date of the scheduled termination of service for nonpayment of arrears, as indicated on the final termination notice, or eight days, if mailed;
    - .1.1.2 when payment of the outstanding charges is a requirement of acceptance of an application for service; and
    - .1.1.3 when it renders a backbill which is more than \$100.00; however, the Corporation is not required to offer an agreement where the customer's culpable conduct caused or contributed to the underbilling.
  - .1.2 When payment of outstanding charges is a requirement for reconnection, the Corporation will offer the customer a payment agreement in accordance with the paragraph .1.3 of this subsection. The Corporation will also inform the customer that he or she may have the agreement include any applicable reconnection charge and/or legal fee, specifying the amount of such charge.
  - .1.3 The Corporation will negotiate in good faith with a customer or applicant in order to arrange a payment agreement that the customer or applicant is able to pay. A deferred payment agreement shall:
    - .1.3.1 be fair and equitable considering the customer's financial circumstances. The Corporation may require the customer or

- applicant to complete a form showing assets, income and expenses, and provide reasonable substantiation of the information on that form with the knowledge that such information will be treated as confidential;
- .1.3.2 provide for installments as low as \$10.00 per month and no downpayment, when the customer or applicant demonstrates financial need for such terms, but need not provide for monthly installments of less than \$10.00; and
- .1.3.3 provide for any size or no downpayment and installments on any schedule over any period of time and cover any outstanding charges, if mutually agreed by the parties.
- .1.4 The Corporation will negotiate and amend a payment agreement if the customer or applicant demonstrates that their financial circumstances have changed significantly because of conditions beyond their control.
- .1.5 The Commission or its designee may order the Corporation to offer a payment agreement when the parties have been unable to reach agreement or where an agreement is necessary for the fair and equitable resolution of a complaint.
- .1.6 The Corporation will not be obligated to extend a deferred payment agreement to a non-residential customer, unless otherwise agreed to by the Corporation and the customer.
- .2 Eligibility
- .2.1 A residential customer or applicant is eligible for a payment agreement and will be offered one, unless:
- .2.1.1 the customer is a seasonal, short-term or temporary customer;
- .2.1.2 the customer has a broken or existing payment agreement;
- .2.1.3 the Commission or its designee determines that the customer or applicant has the resources available to pay the bill.
- .2.2 If the Corporation believes that a customer or applicant has the resources available to pay the bill in full or where the parties are unable to agree on a payment agreement covering the amounts that exceed the cost of twice the customer's average yearly usage, either party may seek a determination from the Commission or its designee as follows:
- .2.2.1 the Corporation will immediately notify the customer or applicant and the Commission or its designee of its position who will make a determination without undue delay; and
- .2.2.2 until such determination is made by the Commission or its designee, the Corporation will postpone any termination activity, and restore service or provide service, if so directed by the Commission or its designee, as long as the customer or applicant

pays current bills and terms of the payment agreement as established by the Commission or its designee.

- .3 Terms of Agreement
  - .3.1 A payment agreement will require that the customer or applicant must pay all current bills on time.
  - .3.2 Unless otherwise agreed to by the Corporation and the customer, the Corporation will 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. If the customer and the Corporation are unable to agree upon a payment agreement, under these circumstances, either party may seek a determination from the Public Service Commission.
  - .3.3 A payment agreement offered for nonpayment of arrears upon application of service, or upon request for reconnection, may require the customer or applicant
    - .3.3.1 to make a down payment of up to 20% of the amount covered by the agreement, or the cost of one month's average usage or one tenth of the balance, whichever is greater.
  - .3.4 A payment agreement offered for backbilling, if applicable, may require the customer to pay the outstanding charges in three or more monthly installments of up to the cost of one month's average usage or 1/24 of the balance whichever is greater.
- .4 Broken Agreements for Residential Customers
  - .4.1 When a customer fails to make timely payments in accordance with a payment agreement, the Corporation will send a reminder notice at least eight calendar days before the day when a final termination notice will be sent, stating that:



Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- .4.1.1 the customer must meet the terms of the existing payment agreement by making the necessary payment within 20 calendar days of the date of the payment was due or a final termination notice may be issued; and
- .4.1.2 if the customer can demonstrate an inability to pay the terms of the payment agreement, due to a significant change in his or her financial circumstances, because of conditions beyond his or her control, the customer should immediately contact the corporation to arrange a new payment agreement.
- .4.2 If by the 20<sup>th</sup> calendar day after payment was due, the Corporation has neither received payment nor negotiated a new payment agreement, the Corporation will demand full payment of the total outstanding charges and send a final termination notice.

.5 Payment Agreement Form

**PAYMENT AGREEMENT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_ Customer # \_\_\_\_\_

Street

\_\_\_\_\_  
City

**TO OUR CUSTOMER:**

Please do not sign this agreement until you read and understand the terms. This is a contract between you and New York American Water Company, Inc.

The payments shown on the reverse side are in addition to ALL current and future bills issued during the time of this agreement, which must be paid in full when due. You have the right to pay the full balance or any portion of this agreement in advance.

If your financial circumstances change significantly, due to conditions beyond your control, contact the company immediately to arrange a new payment agreement.

If payments are not made by the dates indicated in the PAYMENT SCHEDULE, or a check is returned by the bank, this agreement will automatically be broken. The company may declare the entire balance due and payable 20 days after providing you with written notice of default.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**

**LEAF NO.: 34**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

The minimum terms to which you are entitled can be found on the back of the Final Termination Notice and in the company Tariff (Rules and Regulations).

This agreement must be signed and returned to the company before (date) in order for it to be valid (keep the copy for your records). If the signed copy is not returned, the company may declare the entire balance payable immediately and your water service may be terminated.

**PAYMENT SCHEDULE**

Total amount owed:           \$ \_\_\_\_\_  
Down payment:                 \$ \_\_\_\_\_  
Balance:                         \$ \_\_\_\_\_

Installment payments:

\$ \_\_\_\_\_ on or before \_\_\_\_\_  
\$ \_\_\_\_\_ on or before \_\_\_\_\_

**THESE PAYMENTS ARE IN ADDITION TO ALL CURRENT BILLS AND CHARGES WHICH MUST BE PAID WHEN DUE.**

**ACCEPTANCE OF AGREEMENT:**

I understand and accept the terms and conditions of this agreement and will make installment payments by the dates specified or risk having my water service terminated.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**TO BE COMPLETED BY COMPANY REPRESENTATIVE:**

This payment agreement was made in the office/by phone. The terms of the agreement were offered by the customer/ negotiated/determined by a financial disclosure statement. This payment agreement was made to avoid disconnection/to restore the water service/other \_\_\_\_\_.

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Date

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

N. Reconnection of Service

- .1 The Corporation will reconnect service that has been terminated within 24 hours of the customer's request for reconnection, unless prevented by circumstances beyond the Corporation's control or unless a customer requests otherwise, under any of the following conditions:
  - .1.1 upon receipt of the full amount of arrears for which service was terminated;
  - .1.2 upon receipt of a signed payment agreement, covering the full amount of arrears for which service was terminated, and the receipt of a down payment, if required under that agreement;
  - .1.3 upon the direction by the Public Service Commission or its designee; or
  - .1.4 where the Corporation 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.
- .2 Inability to Reconnect – wherever circumstances beyond the Corporation's control prevent reconnection of service within 24 hours, the Corporation will immediately attempt to notify the customer and reconnect service within 24 hours of the elimination of those circumstances.
- .3 Penalty – if a Corporation does not reconnect service within 24 hours, the Corporation will pay the customer for each day or portion of a day that service is not supplied after the date that service should have been supplied, as follows:
  - .3.1 \$50.00 per day or portion of a day in cases involving medical emergencies, the elderly, blind or disabled, heat-related service during the cold weather period, or where the Corporation has notice that serious impairment to health or safety is likely to result if service is not reconnected; or
  - .3.2 \$25.00 per day or portion of a day in all other cases.
  - .3.3 The penalty referred to in paragraph .3.1 of this subsection will not be applicable if the Commission or its designee determines that the Corporation had good cause for not reconnecting service within 24 hours. In such cases, the Corporation has the burden of showing good cause.
- .4 Non-residential service that has been terminated due to the customer's deliberate violation of the Corporation's rules and regulations will be restored upon payment of the actual cost incurred including, but not limited to the charge for repair of the condition and restoration of the service.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

.5 Reconnection Charge

A charge will be made for reconnecting service which has been disconnected for nonpayment of bills or violation of the Corporation's rules, provided that the work of disconnecting has required only the removal of the Corporation's equipment from the customer's premises or turn off at the curb box. The service reconnection charge in such instances is as follows:

- \$50.00 during normal business hours (Monday through Friday);
- \$75.00 outside of normal business hours (Monday through Friday); and
- \$100.00 on weekends or holidays

If a customer or his agent refuses to permit an authorized agent or employee of the Corporation to remove or disconnect the meter or turn off at the curb box because of nonpayment of bills or violation of the rules, or if a customer willfully restores service without permission of the Corporation, and it becomes necessary to disconnect the service at the Corporation's main, the charge for reconnecting service will be actual cost and expenses incurred by the Corporation incident to the disconnection and reconnection of the service. Any charge for reconnection, where service was disconnected for nonpayment of bills, or violation of the Corporation rules, is payable before service is restored.

## VI - EXTENSION OF FACILITIES

### A. Service Pipe Specifications

- .1 Copper pipe or copper tubing of "K" wall thickness or equal and approved by the Corporation shall be laid, but shall not be less than  $\frac{3}{4}$ " in diameter. Where the main has a cover of less than (five) 5 feet, the service pipe shall have a cover at least equal to that of the main, and in no case shall the service pipe have a cover of less than 4 feet. Where, the service pipe must have less than 4 feet of cover in the opinion of the Corporation, because of ducts or other sub-surface conditions preventing the service being laid at this depth, it shall be sufficiently insulated against frost with a covering of suitable waterproof material. The installation shall be subject to the Corporation's inspection at the Corporation's expense.

### B. Meter Location:

- .1 The Corporation will provide a meter or meters for each service pipe unless otherwise agreed. The initial installation of the meter or meters may be made by the customer's plumber.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

- .2 Meters are to be set horizontal in an accessible location near the entrance of the service pipe to the premises.
- .3 At the option of the Corporation, it may be required that the meters shall be set in a pit not less than three (3) feet square (preferably of brick or concrete construction) near the property line.
- .4 Stops or valves of standard make are required immediately before and after each meter.
- .5 Lead must not be used to make connections between the Corporation stop and the meter.

**C. Building Taps:**

- .1 No person except authorized agents of the Corporation will be allowed to tap the mains or insert corporation stops therein or operate any Corporation-owned valves.
- .2 A Corporation stop and service pipe are required for each building facing a street.
  - .2.1 Stores, flats, or apartments, if divided by filled walls, will be considered as separate buildings requiring a separate corporation stop and a separate service pipe for each.
  - .2.2 If the walls are not filled, a corporation stop for each division will be permitted or one for the entire building – optional with the applicant.

**D. Installation and Maintenance of Service Pipe:**

- .1 The service pipe without the 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, shall be installed by a licensed plumber, (and in compliance with subsections A through C of this section) at the customer's expense; and shall be maintained by the customer.
  - .1.1 In the event of a leak in the service pipe, the customer shall have it repaired promptly at his expense.
  - .1.2 The Corporation may discontinue its service if a faulty service pipe is not repaired within a reasonable time and will charge the customer with the expenses incident thereto (refer to sub-section P of this section for Emergency Disconnection of Residential Service).

- .2 The Corporation will furnish and maintain at its own expense that portion of the service pipe and connections within the territorial limits of any street, avenue, road or way that is for any highway purposes under the jurisdiction of the legislative body of any city, town, village, or county or the State of New York, or other public place open to the general public for highway purposes.
- .2.1 Where a service pipe is provided at the request of an owner or occupant through which service is not immediately desired, the property owner or occupant shall bear the entire expense of providing and installing the service pipe and accessories, but will be entitled to a refund.
- .2.2 Whenever water service is begun for such part of the expense as the Corporation is required to assume such refund shall be the cost of such service pipe and accessories less 3% per annum for the period which said pipe has been in the ground.

E. Extension of Mains:

- .1 Construction of Facilities
  - .1.1 Facilities within highway: All water-works corporations subject to the jurisdiction of this Commission shall hereafter furnish, place, construct, operate, maintain and when necessary replace at their own cost and expense all mains, service pipes, service connections and other facilities within the territorial limits of any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any city, town, village, county or the State of New York, or other public place open to the general public for highway purposes, provided all necessary easements are furnished without cost to such corporation.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- .1.2 Facilities outside highway: Where such facilities will be constructed without the territorial limits of any street, avenue, road or way or other public place open for highway purposes, the applicant shall be allowed to construct the facilities, where such arrangement results in lower cost or better time performance, using contractors and materials acceptable to the water-works corporation, pursuant to its water system specifications, based on safety and compatibility and, as to contractors, reputable past performance, and subject to inspection and approval by the water-works corporation based on such specifications. The additional cost of said inspections is to be paid by the applicant.
- .2 Applicable to bona-fide owners or occupants of 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, provided all necessary easements are furnished without cost to the Corporation.
  - .2.1 Upon written application of the owner of any such street, avenue, road or way or other public place within 75 feet of any water main of the Corporation, it shall furnish, place and construct at its own cost and expense such mains and facilities as are necessary to render the service requested. Said cost and expense shall include the amounts paid to governmental authorities for permits to do the work required and all paving charges for the repair or replacement of the street or sidewalk which may be disturbed in the course of such installation that are legally imposed by any governmental authority.
  - .2.2 Whenever an owner or occupant of any property abutting on any street, avenue, road or way or other public place as previously defined, in which there is no water main within a distance of 75 feet from said property, makes a written application for service to the Corporation, the Corporation will extend its system so as to service said property provided
    - .2.2.1 that the Corporation has authority to render service to said applicant,
    - .2.2.2 that said applicant shall first have assured the Corporation by furnishing satisfactory proof that he will be a reasonably permanent customer by meeting the following conditions:
      - (a) the applicant will own or occupy a premises in a permanent structure and on a building lot which both comply with governmental building codes and requirements;

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- (b) the applicant will take service for at least one year continually on an annual or seasonal basis; and
  - (c) the applicant will take service within 60 days of completion of the main extension;
- .2.2.3 that he shall first have executed an agreement, the terms of which shall provide substantially as follows:
- .2.2.3(a) applicant shall agree to pay the Corporation the rates and charges set forth in the applicable service classification; and in addition a surcharge of nineteen (19) percent (return, depreciation, taxes and maintenance) per year of the actual, reasonable cost of such portion of said main extension (excluding the cost of any service pipe and 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 said extension be six (6) inches or less in nominal diameter, or if the service requested requires a main larger than six (6) inches in diameter; or nineteen (19) percent of the estimated cost of a six (6) inch main if the Corporation lays a main greater than six (6) inches in diameter when not necessary for the service requested; provided, however, said surcharge to be paid on a pro rated basis at the end of each billing period, provided, however, that said surcharge shall begin at the date water service is first available to the applicant and shall be collected for ten (10) years.
  - .2.2.3(b) Whenever more than one customer shall be connected to said extension, said surcharge shall be so adjusted as to yield to the Corporation not more than said nineteen (19) percent in any one year from all customers served from said extension and surcharge shall be reasonably allocated to the several customers served from said extension taking into account that 75 feet of main and a service are to be allowed without surcharge for each customer connected thereto.
  - .2.2.3(c) Whenever the number of customers on a main extension multiplied by seventy-five (75) feet shall equal or exceed the length of the main extension, all surcharges shall cease.
  - .2.2.3(d) In lieu of the above surcharge, the applicant may at his option pay the cost of the main extension 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; however, refunds shall



cease after 10 years or when the total of all refunds equals the amount of the original payment made by the applicant.

- .2.3 The applicant shall first have furnished reasonable security as to performance of his agreement if so required by said water works corporation; said reasonable security as to performance shall be by advance payment of the surcharge for a period not to exceed one 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.
- .2.4 Upon completion of the extension, the Corporation will promptly refund any excess security advance payment, if the estimated cost of the extension exceeds the actual cost thereof.
- .2.5 Under any circumstances where special facts or conditions warrant deviation from the above rules either the Corporation or the applicant or the customer may apply to the Public Service Commission for relief from above provisions.
  
- .3 Installations Applicable to Real Estate Developers and/or Others Who Cannot Qualify as Bona-fide Owners or Occupants:
  - .3.1 Upon written application to the Corporation by a real estate developer or other person (sometimes hereinafter collectively referred to as "said person"), who in the judgment of the Corporation, cannot qualify as being a reasonably permanent customer, to render service to premises constructed or intended to be constructed on a plot of land 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 state of New York, or any other public place open to the general public for highway purposes, provided all easements are furnished without cost to the Corporation, the Corporation will extend its system so as to serve said property, provided:
    - .3.1.1 that said person shall first have executed a CONSTRUCTION ADVANCE AGREEMENT, the terms of which shall provide substantially as follows:

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- .3.1.1(a) that said person shall advance to the Corporation a sum equal to the estimated cost of the required main extension, including service lines, hydrant installation. Said sum shall become the absolute property of the Corporation.
- .3.1.1(b) the title to the pipe and accessories so furnished and installed shall be and remain the property of the Corporation, its successors and assigns, which reserves the right to make further extensions to and lay lateral mains from the main installed for the applicant without obligation to applicant to make refund by reason of such extensions.
- .3.1.1(c) upon completion of the extension or extensions, the Corporation will promptly refund a sum equal to the amount, if any, by which the estimated cost exceeds the actual cost of construction plus associated income tax within 60 days after completion of the job or the Corporation's receipt of invoices whichever is later. If the deposit exceeds the actual cost by more than 20%, or if the excess, even if 20% or less, is not refunded within the prescribed time period, interest will be paid on the excess from the date of job completion or receipt of invoices. Interest shall be the unadjusted customer deposit rate or the applicable late payment rate, whichever is greater. Interest shall cease when a reasonable effort has been made by the Corporation to make a refund of any excess advance payment.
- .3.2 The Corporation will make refunds to the applicant as follows:
  - .3.2.1 the total amount of the advance retained by the Corporation shall be refunded in the event that the number of customers times seventy-five (75) feet equals or exceeds the entire footage.
- .3.3 A partial refund will be made annually, from the date of completion of the extension, without interest, on the basis of the proportion that seventy-five (75) feet times the number of customers relates to the total extension length.
- .3.4 No further refunds will be made after 5 years after the date construction of the extension is completed and approved or after the total of all refunds equals the amount of the deposit.
- .3.5 Under any circumstances where special facts or conditions warrant deviation from the rules included herein, either the Corporation or applicant may apply to the Public Service Commission for relief of the above provisions.

F. Frost Provision

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

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

**G. Maintenance of Mains**

- .1 Applicable to all Extensions of Mains:
  - .1.1 The Corporation will be solely responsible for the maintenance and replacement of all mains, service pipes and facilities placed in any street, avenue, road or way as previously defined or easement area used by the Corporation for supplying water to its customers; and
    - .1.1.1 if adequate maintenance requires the reconstruction or replacement of such mains, service pipes and facilities, said mains, service pipes and facilities shall be reconstructed or replaced by the Corporation at its cost and expense.
    - .1.1.2 However, replacement or reconnection of mains less than two (2) inches in diameter in excess of seventy-five feet in length previously installed and privately owned, shall be governed by the provisions of Section E, Extension of Mains.

**H. Metering Equipment**

- .1 Meters
  - .1.1 The Corporation will furnish the meter or meters and couplings and connect its facilities with the customer's service pipe provided the customer's plumber has previously completed the work in compliance with this tariff. The Corporation will maintain all meters except when repairs are made necessary by damage from frost or hot water, or accidents or misuse by other than Corporation employees. The customer will be billed at cost for all repairs made necessary from the above causes.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

.1.2 The Rules and Regulations of the Public Service Commission require that the Corporation shall periodically test all meters in service. For this reason, it is incumbent on all customers to permit the Corporation to remove meters periodically for test and repair. Non residential customers are referred to Section V subsection I providing for discontinuance of service in the event of refusal. Residential customers are referred to Section V subsection E “No Access Procedures”.

.1.3 Any customer may request the Corporation or the Public Service Commission to make a special test of the accuracy of a meter or meters.

.1.3.1 The Corporation will make a test of the accuracy of any water meter free of charge, upon the written request of the customer, provided that the meter or meters have not been tested within twelve (12) months previous to such request. For additional tests made within a twelve (12) month period, the following charges will be applicable for each such test:

Up to 1 inch	\$ 5.00
Over 1 inch to 2 inch	15.00
Over 2 inch to 3 inch	20.00
Over 3 inch to 4 inch	30.00
Over 4 inch	At Cost

Test fees applicable to meter banks shall be in accordance with the above schedule for a single meter having the nearest equivalent capacity.

.1.4 In the event that the meter or meters so tested are found to have an error in registration in excess of four (4) percent at any rate of flow within normal test flow limits to the prejudice of the consumer, there will be no charge. Should the weighted average percentage of the meter or meters be in excess of 100%, the bills will be adjusted for over-registration in accordance with the method so outlined in the current Rules and Regulations of the Public Service Commission covering the testing of water meters.

.2 Meter Installations, Removals and Seals:

.2.1 The Corporation will install and remove meters from the customer’s premises without cost to the customer except in cases where service is discontinued for nonpayment of bills.

.2.2 The meter and couplings will be sealed by the Corporation and the seals must remain intact. Prosecution will follow if the seals are tampered with or broken.

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

- .2.3 When a meter is installed, water will be turned on to the stop or valve on the inlet side of the meter and a tag attached to the stop or valve with information concerning instructions to continue water supply to the premises.
- .2.4 Upon placing or replacing a meter in service, unless the register is set at zero, the Corporation will securely attach a tag stamped with figures indicating the date and the meter dial reading at time of setting.
- .2.5 When removing a meter, the consumer will be given the reading and will be given the opportunity to read the meter if so desired.

I. Accessibility of Equipment for Inspection and Examination of Company Apparatus

- .1 Right to Inspect
  - .1.1 An agent of the Corporation may enter, at all reasonable times, any location supplied with service by the Corporation for inspection and examination of its equipment related to the provision of such service.
  - .1.2 An agent of the Corporation will not enter locked premises without the permission of a person lawfully in control of the premises, unless
    - .1.2.1 explicitly authorized by a court; or
    - .1.2.2 when an emergency may threaten the health or safety of a person, the surrounding area or the Corporation's distribution system.
- .2 Duty to Inspect
  - .2.1 The Corporation will conduct a field inspection as soon as reasonably possible, but no more than 60 calendar days after a reasonable customer request or;
  - .2.2 a directive by the Commission or its designee.

J. Cross Connection Control

- .1 Cross connections of any kind are prohibited.
  - .1.1 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.
- .2 Upon determination of the Corporation 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

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

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.

- .2.1 The State Sanitary Code essentially provides that in such event, the customer shall submit plans prepared by a professional engineer (or architect) licensed and registered in New York State. Such plans are to be approved by the State Health Department after review by the Corporation.
- .2.2 The State Sanitary Code also provides that the customer shall have the protective device tested annually at his or her expense.
  - .2.2.1 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.
- .3 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 Corporation's cross connection program are also available to the customer upon request.
- .4 If the customer disagrees with a finding for the need for 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.
  - .4.1 The customer's appeal shall be submitted to the Corporation and the State Commissioner of Health within thirty (30) days of the notification of the need for the device.
    - .4.1.1 The determination of such appeal by the State Commissioner of Health shall be conclusive.
- .5 The Corporation 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.
- .6 The Corporation, 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 Corporation's water supply.

- .6.1 Alternatively, the customer may have such an inspection performed by a professional engineer (or architect) licensed and registered in New York State who would certify the results of the inspection to the Corporation.
- .6.1.1 Certification by non-corporation inspectors must be to the Corporation's satisfaction.
  
- .7 Water service may be discontinued by the Corporation for refusal to grant access for the aforementioned purposes,
  - .7.1 where the Corporation has a reasonable basis to believe, from the nature or use of such premises, that a determination should be made as to the existence, non-existence or degree of contamination hazard or
  - .7.2 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.
  - .7.3 The customer will not be subject to discontinuance if, upon the refusal to provide access, he or she 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 Corporation 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 Corporation.
  
- .8 The Corporation may discontinue service to a customer's premises immediately in the event of an actual or imminent contamination, pending its abatement, where such contamination threatens the health or safety of persons or the Corporation's water supply.

**K. Corporation Right to Restrict Water Use**

- .1 The Corporation reserves the right to restrict or prohibit the use of water for non-essential purposes at any time the Corporation deems such action necessary in the public interest for the safeguarding and protection of water supply necessary for fire protection, domestic and sanitary requirements of its consumers at large or to comply with any laws or regulations enacted by governmental authorities.

**L. Restrictions of Water Use**

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

- .1 The County of Nassau and particular local municipalities, have enacted Ordinances which restrict the water use for lawn sprinkling, air conditioning systems and car washing and impose penalties for violation of such restrictions. Reference should be made to such Ordinances, copies of which are available at the Corporation's office.
- .2 The Corporation may terminate water service for violations of water use restrictions as identified in Nassau County Ordinance No. 248-A-1987.

**M. Public Fire Hydrant Use**

- .1 No person, except as specifically authorized by the Corporation, shall take water from any public fire hydrant for any use whatsoever other than for fire purposes.
- .2 The use of public fire hydrants for sprinkling streets, washing streets or flushing sewers will not be permitted except upon specific authorization from the Corporation.

**N. Installation of Public Fire Hydrant**

- .1 Requests for the installation of public fire hydrants must be made in writing by an authorized official of the municipality, specifying the exact location of the required hydrant.
- .2 Where a request is made to change the location or move a hydrant, the entire expense of the work must be born by the municipality requesting the change.

**O. Resale of Water**

- .1 Customers shall not re-sell water.
- .2 The Corporation will not furnish water to customers for resale.

**P. Emergency Disconnection of Residential Service**

- .1 Service Contingencies – Liability:
  - .1.1 The Corporation shall have the right to decrease or temporarily discontinue water for business purposes or hose use, without liability, in time of drought or emergency, when the whole supply is needed for



- domestic use, and to meet the conditions of its contracts with municipal authorities. As necessity may arise in case of breakdown, emergency, or for any other unavoidable cause, the Corporation may temporarily discontinue the water supply to make necessary repairs, connections, etc., using all reasonable and practical measures to notify its customers of such discontinuance of service and the probable duration of the discontinuance.
- .1.2 The Corporation shall not be responsible for any personal injury or property damage resulting in any way from the supplying or use of water service, or from the presence or operation of the Corporation's service or equipment on the customer's premises.
- .1.3 The Corporation will use reasonable diligence to maintain a continuous and uninterrupted supply of water, but should the supply be interrupted, or become faulty, or fail, the Corporation shall not be liable for any damage to person or property resulting from such interruption, fault or failure.
- .1.4 In case the Corporation is obliged to discontinue its service to the customer's premises by reason of the cancelling of temporary or other permit for the extension of its mains, or for other causes, the customer shall have no claim against the Corporation on account of such discontinuance.
- .1.5 The Corporation will act promptly to restore service as soon as feasible after disconnection. Service will be restored to any premises which has been disconnected under this section, before it will be terminated for nonpayment of charges.

- .1.6 During a wartime emergency, water service will be supplied by the Corporation subject to the provisions of orders and the amendments and interpretations thereof of any competent Federal body having authority or jurisdiction over such service and during the term thereof, notwithstanding anything to the contrary in the rules and regulations of this Corporation and the terms and conditions of service as set forth in this rate schedule.

**VII. LAWN SPRINKLER SERVICES – RULES AND REGULATIONS**

**A. Applicable to Lawn Sprinkler Systems supplied by an existing service line installed prior to March 15, 1947 which supplies both lawn sprinkler systems and general service (one service line – two meters).**

- .1 Service classification No. 3 – Season starts May 1 and ends November 1 annually.
- .2 The service under this classification is available exclusively for the purpose of supplying water for underground lawn sprinkler systems which are supplied from the existing service line which also furnishes the general supply.
- .3 The customer may install and maintain a meter box or pit of substantial construction or provide an accessible location within the foundation of the building, at a location to be approved by the Corporation.
  - .3.1 The customer shall provide the necessary piping for the connection of the water meter.
  - .3.2 The customer shall furnish and install one lock stop shut off, an approved double check valve (DCV), or reduced pressure zone (RPZ) device and three resilient seat type valves in accordance with the layout furnished by the Corporation filed with the Public Service Commission of the State of New York in this section, Subsection E. The DCV or RPZ device shall be installed in accordance with New York State Health Department Guidelines regarding cross connection control, and as described under the Extension of Facilities Section VI Subsection J in the General Information Section.

- .4 The Corporation does not guarantee that the existing service line is adequate to furnish both general and sprinkler service. The Corporation will not be obligated to replace the existing service line if it is found inadequate.

B. Applicable to Lawn Sprinkler Systems supplied by a separate service line installed on or after March 15, 1947 which supplies only the lawn sprinkler system (two service lines – two meters).

- .1 Service classification No. 3 – Season starts May 1 and ends November 1 annually.
- .2 The service under this classification is available exclusively for the purpose of supplying water for permanent underground lawn sprinkling systems installed in or under the customers' lawns, such sprinkler systems to have attached jets or sprinkler heads which will sprinkle the lawn on a customer's premises when valves under the control of the customer are opened.
  - .2.1 A separate service pipe will be installed to service applicants under this classification.
  - .2.2 No cross-connections will be permitted between the lawn sprinkling system and any service line or pipes supplying water for other purposes.
- .3 The customer shall enter into a contract with the Corporation wherein the customer agrees to use the Lawn Sprinkler Service for ten full seasons from the day of installation under this classification.
  - .3.1 To guarantee such agreement the customer shall deposit with the Corporation, in advance of installation, the estimated cost of the installation of service pipe from the main to the property line.
    - .3.1.1 Upon determination of the actual cost of the installation the deposit will be adjusted and any differences between the actual cost of the installation and the estimated cost will be billed or refunded to the customer.
  - .3.2 Deposits will bear interest at the rate currently authorized by the Commission.
  - .3.3 The adjusted deposit covering the actual cost of the installation will be held by the Corporation for ten full seasons. After the service line has been in use for ten full seasons, the adjusted deposit will be refunded in its entirety.
  - .3.4 If the customer discontinues service at any time prior to ten full seasons the Corporation will charge the adjusted deposit with the entire cost of such service less depreciation at the rate currently authorized by the

Commission, for the period such service has been in the ground and return to the customer the difference remaining.

- .4 The Corporation will furnish and install the entire service from the main to the property line and will furnish and install a meter not to exceed 2” to record the quantity of water consumed.
  - .4.1 The Corporation shall have the right to determine the size of the service line and the size of the meter.
- .5 The customer shall install and maintain a meter box or pit of substantial construction at or immediately adjacent to the property line, unless another location for good reason shown, is approved by the Corporation, and provide the necessary piping therein for the connection of the water meter.
  - .5.1 The customer shall furnish and install in the meter box or pit an approved double check valve (DCV) or reduced pressure zone (RPZ) device and three resilient seat type valves in accordance with the layout furnished by the Corporation filed with the Public Service Commission of the State of New York in this section, Subsection F. The DCV or RPZ device shall be installed in accordance with the New York State Health Department guidelines regarding cross connection control and as described under the Extension of Facilities Section VI Subsection J in the General Information Section included herein.

C. Applicable to “Do It Yourself” type of Lawn Sprinkler Systems which is supplied by the existing service line for General Use (one service line – one meter).

- .1 Service Classification No. 1 – Season starts May 1 and ends November 1 annually.
- .2 This type of sprinkler service is connected to an outside hose bib or sill cock not in excess of ¾”.
  - .2.1 It is not usually installed by a licensed plumber.
- .3 The Corporation will not guarantee that the existing service line is adequate to furnish both the general and sprinkler service.
  - .3.1 The Corporation will not replace the service line which is inadequate to supply an underground lawn sprinkling system supplied from an outside hose bib or sill cock.
  - .3.2 Customers requiring an additional supply of water for such purpose will be obligated to apply for Lawn Sprinkler Service pursuant to Service Classification No. 3, found in this section, Subsection B.

.4 The customer shall install an approved double check valve (DCV) or a reduced pressure zone device (RPZ) on the customer's service line in accordance with the New York State Health Department guidelines regarding cross connection control, and as described under the Extension of Facilities Section 6 Subsection J in the General Information section.

.5 Meters may be read monthly or quarterly at the option of the Corporation.

D. Applicable to All Lawn Sprinkler Service.

.1 In the event of an emergency the Corporation may discontinue the service.

.2 The Corporation shall have the right to determine the size of the service line and the size of the meter.

.2.1 The Corporation will furnish and install a meter not to exceed 2" to record the quantity of water consumed.

.3 No cross-connections will be permitted between the lawn sprinkling system and service line and any pipes supplying water for other purposes.

.4 A charge of \$15.00 will be made for inspecting the installation to be made by the customer.

.5 The Corporation may terminate water service for violations of water use restrictions.

.6 The Corporation will read and/or remove the water meter at the end of the season.

.7 The Corporation will issue a bill for the service which will be payable upon receipt by the customer.

.8 The Corporation will transfer any unpaid balance from a Lawn Sprinkler Account to the General Service Account and initiate disconnect procedures as identified in Section V Subsections H, I and J.

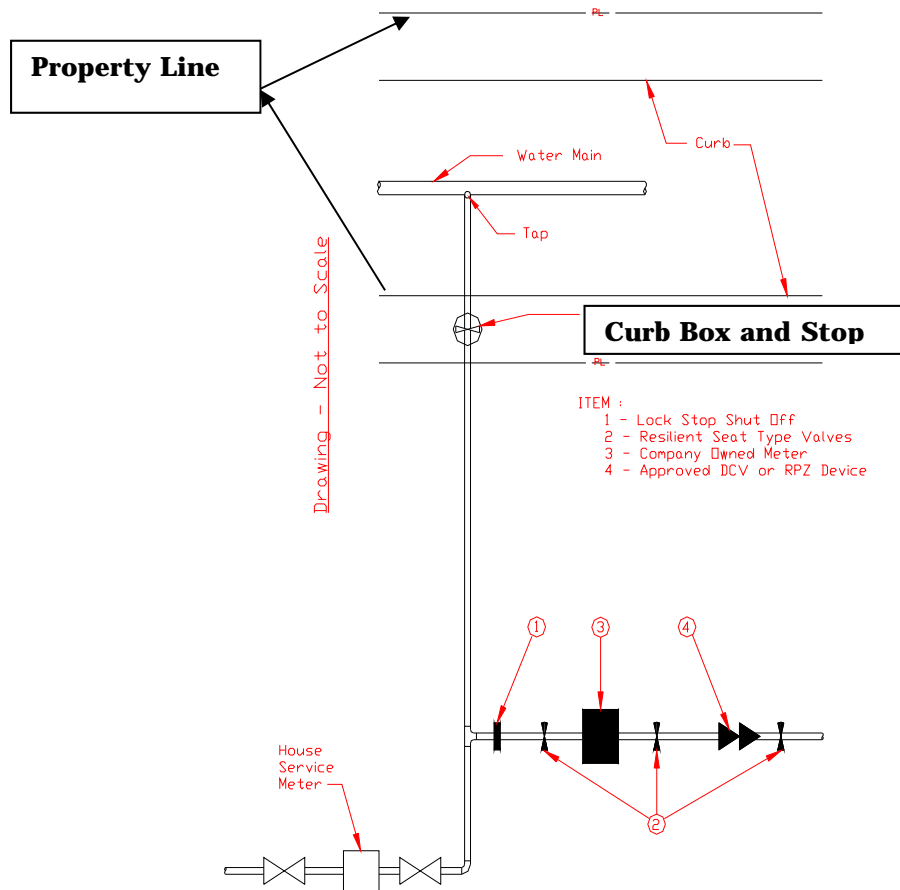
.9 In the case that the customer does not have a general service account the balance due will be forwarded to a collection agency.

E. Installation Guidelines – refer to this Section VII Subsection B.

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**  
Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**LEAF NO.: 54**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

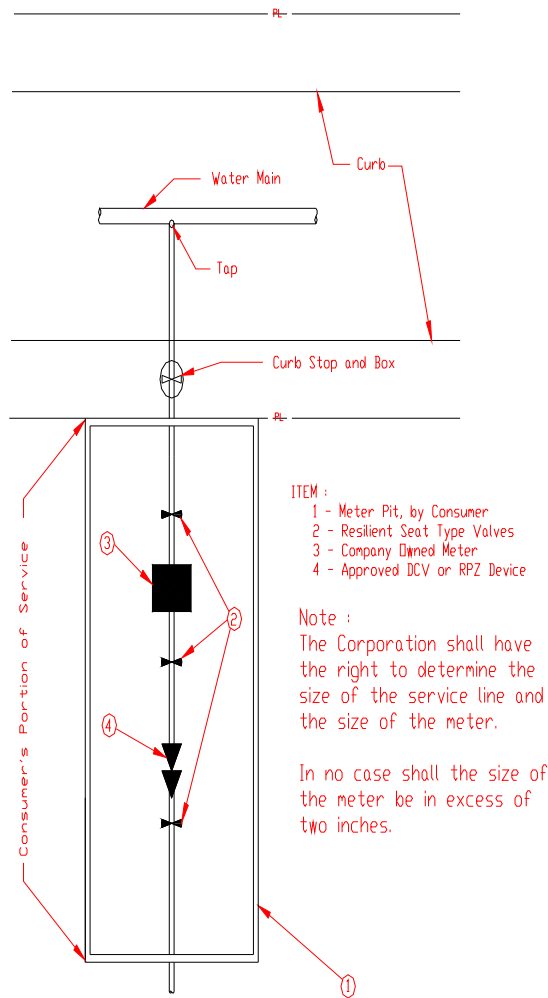
- .1 Applicable to Lawn Sprinkler Systems supplied by existing service lines which were installed prior to March 15, 1947.



Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

F. Installation Guidelines – refer to this Section VII Subsection C.

.1 Lawn Sprinkler Systems installed on or after March 15, 1947



Drawing - Not to Scale

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**  
Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**LEAF NO.: 56**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

G. Form of Application for Lawn Sprinkler Service:

NEW YORK AMERICAN WATER COMPANY, INC., Lynbrook, New York

Tap No.: \_\_\_\_\_

Route: \_\_\_\_\_

Customer Number: \_\_\_\_\_

Folio: \_\_\_\_\_

Premise Number: \_\_\_\_\_

**APPLICATION FOR LAWN SPRINKLER SERVICE INSTALLATION**  
**Service Classification No. 3**

The undersigned applies to New York American Water Company, Inc. for the installation of a separate service line and for the installation of a separate meter to be connected to a lawn sprinkler system installed at the premises \_\_\_\_\_

The Corporation has the right to determine the size of the service line and the size of the meter. In no case shall the size of the meter be more than two inches.

The lawn sprinkler system will consist of the following:

<u>No.</u>	<u>Size</u>	<u>Rated Capacity</u>
_____ Heads	_____	_____ gallons
_____ ”	_____	_____ ”
_____ ”	_____	_____ ”
_____ ”	_____	_____ ”

The undersigned agrees to take service each season for a term of ten years from the date of installation and to deposit with the Corporation in advance of installation the estimated cost of the installation of the service line from the main to the property line. Upon determination of the actual cost of the installation, any difference between the actual cost of the installation and the estimated cost will be billed or refunded to the customer. Deposits will bear interest at the rate currently authorized by the Commission payable annually. After the service line has been in use for ten full seasons, the deposit will be returned to the undersigned. In the event service is discontinued by the undersigned at any time prior to ten full seasons, the Corporation will charge said deposit with the entire cost of the service line less depreciation at the rate currently

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY



**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**

**LEAF NO.: 57**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

authorized by the Commission for the period such service has been in the ground and return to the undersigned the difference remaining.

The undersigned further agrees to pay for said service at the rates established, and to comply with the Corporation's rules and regulations on file in its office.

Customer's Signature: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Service Address: \_\_\_\_\_

Mail Address: \_\_\_\_\_

Accepted by NYAWC: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Order No.: \_\_\_\_\_ Plumber \_\_\_\_\_ Lic. No. \_\_\_\_\_

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

PSC No. 1 - WATER  
 COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.  
 INITIAL EFFECTIVE DATE: OCTOBER 14, 2012  
 Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

LEAF NO.: 58  
 REVISION: 0  
 SUPERSEDING REVISION:

H. Application for existing lawn sprinkler service with a separate meter.

**APPLICATION FOR LAWN SPRINKLER WATER SERVICE**  
**LONG ISLAND WATER CORPORATION**  
 733 SUNRISE HIGHWAY, LYNBROOK, N. Y.

DO NOT WRITE IN THIS SPACE

TAP NO. _____	MR.	NAME _____ PLEASE PRINT
ROUTE _____	MRS.	
FOLIO _____	MESS.	
CONTRACT NO. _____	MS.	IN CARE OF _____
	DR.	MAILING ADDRESS _____
		TOWN OR VILLAGE _____

DESCRIPTION OF PREMISES: KNOWN AS \_\_\_\_\_ ST./AVE., ON THE \_\_\_\_\_  
 SIDE OF \_\_\_\_\_ ST./AVE. \_\_\_\_\_ FEET  
 OF \_\_\_\_\_ ST./AVE., VILLAGE \_\_\_\_\_  
 CLASS OF SERVICE \_\_\_\_\_ SIZE OF TAP \_\_\_\_\_ OF METER \_\_\_\_\_

METER ORDER NO. _____	BILL FROM _____	THE LONG ISLAND WATER CORPORATION IS HEREBY REQUESTED TO FURNISH THE UNDERSIGNED WITH LAWN SPRINKLER WATER SERVICE AT THE ADDRESS DESCRIBED ABOVE; SUCH SERVICE TO BE SUPPLIED BY THE COMPANY UNDER ITS RULES, REGULATIONS, AND GENERAL SCHEDULE ON FILE WITH THE PUBLIC SERVICE COMMISSION AND AVAILABLE FOR INSPECTION AT THE OFFICE OF THE COMPANY, AND TO BE PAID FOR BY THE UNDERSIGNED IN ACCORDANCE WITH THE SERVICE CLASSIFICATION APPLICABLE.
AMOUNT OF DEPOSIT REQUIRED \$ _____		
AMOUNT OF ARREARS OWED \$ _____		
MINIMUM CHARGE \$ _____		
TOTAL PAYMENT REQUIRED \$ _____		

ACCEPTED: LONG ISLAND WATER CORPORATION  
 BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REMARKS \_\_\_\_\_

APPLICANT \_\_\_\_\_  
 INDICATE OWNER  (SIGN NAME IN FULL)  
 TENANT   
 BY \_\_\_\_\_  
 (IF CORPORATION, INDICATE TITLE OF OFFICER)

(FOR FURTHER REMARKS USE REVERSE SIDE)

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**

Issued in compliance with order in Case 12-W-0217 dated 8/17/2012

**LEAF NO.: 59**

**REVISION: 0**

**SUPERSEDING REVISION:**

## VIII - RATES AND CHARGES

- .1 The rates and charges in this section have been approved by the New York State Public Service Commission.
- .2 Each service classification and their applicable rates are identified.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 60**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

### **SERVICE CLASSIFICATION NO. 1**

Applicable to the Use of Service for: General Water Service – Residential  
Character of Service: Continuous

Rates:	<u>Meters Read and Billed Monthly</u>	
<u>Summer</u>		
May 1 through September 30	First 5,000 gal.	\$0.38974 per 100 gal.
	Over 5,000 gal.	0.48751 per 100 gal.
<u>Winter</u>		
October 1 through April 30	All consumption	\$0.38974 per 100 gal.

The allowed water quantities in the first block will be prorated on a daily basis.

<u>Meter Size</u>	<u>Customer Service Charge</u>
	<u>Monthly</u>
5/8"	\$10.44
3/4"	11.92
1"	14.19
1 1/2"	27.61
2"	30.99

The customer service charge applies to both seasons, will be included in each bill and will be charged on a daily basis if meter reading is outside of the billing window.

Terms of Payment: Net Cash. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
 Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 61**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

**SERVICE CLASSIFICATION NO. 1A**

Applicable to the Use of Service for: General Water Service – Commercial & Industrial  
 Character of Service: Continuous

Rates:	<u>Meters Read and Billed Monthly</u>	
<u>Summer</u>		
May 1 through September 30	First 34,000 gal.	\$0.48751 per 100 gal.
	Over 34,000 gal.	0.38974 per 100 gal.
<u>Winter</u>		
October 1 through April 30	First 34,000 gal.	\$0.38974 per 100 gal.
	Over 34,000 gal.	0.32495 per 100 gal.

<u>Meter Size</u>	<u>Customer Service Charge</u> <u>Monthly</u>
5/8"	\$10.44
3/4"	11.92
1"	14.19
1 1/2"	27.61
2"	30.99
3"	67.63
Compound 3"	106.27
Compound 4"	121.05
Compound 6"	120.75
Compound 8"	163.20
5/8" & 2"	32.63
1" & 1 1/2"	33.82
1 1/2" & 1 1/2"	41.82
1 1/2" & 2"	45.20
2" & 2"	48.59
3" & 3"	188.68
4" & 4"	218.22

The customer service charge applies to both seasons, will be included in each bill and will be charged on a daily basis if meter reading is outside of the billing window.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: APRIL 1, 2014**

Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 62**

**REVISION: 2**

**SUPERSEDING REVISION: 1**

**SERVICE CLASSIFICATION NO. 1A (Continued)**

Terms of Payment: Net Cash. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

Term: Service may be discontinued on 48 hours notice to the Corporation.

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 63**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

## **SERVICE CLASSIFICATION NO. 2**

Applicable to the Use of Service for:

Private Fire Hydrant Service when the existing facilities (mains, etc.) of the Company are adequate for supply, and where the hydrant is to be used for fire purposes only.

Character of Service:

Continuous

Rate: \$729.93 per hydrant per year

Terms of Payment:

Upon acceptance of customer's application for service, a sum of \$729.93 is to be paid covering the first year of service, and thereafter \$729.93 is to be paid annually in advance.

A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

Term:

Five years minimum, thereafter until cancelled by 60 days written notice.

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 64**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

### **SERVICE CLASSIFICATION NO. 3**

Applicable to the Use of Service for: Lawn Sprinkler Service

- A. Lawn Sprinkler Systems supplied by an existing service line installed prior to March 15, 1947 which supplies both lawn sprinkling systems and general service.
- B. Lawn Sprinkler Systems installed on or after March 15, 1947.

Character of Service: Seasonal (May 1<sup>st</sup> through October 31<sup>st</sup>)

See Section VII for Lawn Sprinkler responsibility and details.

For all quantities used in each season, the following rate applies: \$0.48751 per 100 gallons.

Customer Service Charge Season: May 1 <sup>st</sup> to October 31 <sup>st</sup>	<u>Per Season</u>
<u>Meter Size</u>	
1"	\$154.39
1½"	273.12
2"	313.72

#### **TERMS OF PAYMENT:**

New Service: Service construction costs, inspection fee and non-refundable Customer Service Charge are payable upon acceptance of Application for Service. If a new service is installed during the season, the Customer Service Charge will be applied on a prorated basis. Thereafter, the Customer Service Charge is payable in advance before service is connected for the season.

Existing Services: A Customer Service Charge is payable in advance before service is connected for the season. The Customer Service Charge shall be prorated for customers not taking lawn sprinkler service for the entire season. Whenever a customer has been found to have activated their lawn sprinkler service without having paid the appropriate Customer Service Charge in advance, the Customer Service Charge will be retroactive to May 1<sup>st</sup>.

Charge for water consumed is payable upon presentation of bill. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

Meters may be read monthly, quarterly or seasonally at the option of the Corporation. The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY



**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 65**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

#### **SERVICE CLASSIFICATION NO. 4**

Applicable to the Use of Service for:

Public Fire Protection

Character of Service:

Continuous

Rate:

Public Fire Hydrants \$729.93 per hydrant per year

Minimum Charge:

None

Terms of Payment:

In arrears, monthly or quarterly, at the option of the Corporation. If hydrants are installed within the billing period, the charges will be prorated. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

Term:

One year and to continue from year to year thereafter, unless terminated by thirty days notice.

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 66**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

**SERVICE CLASSIFICATION NO. 5**

Applicable to the Use of Service for:

Construction and other purposes when the supply of water is not metered.

Character of service: Continuous

1 - Water used in constructing one or two story dwellings:

	Unit	Rate
Frame	Each Structure	\$80.87
Frame and half stucco	Each Structure	107.81
All stucco, cement or cinder block, hollow tile, brick vener or various combinations	Each Structure	\$134.76
Brick	Each Structure	161.69

2 - Structures other than dwellings

Concrete, stone, terra cotta	Per cu. yd. of	
Other masonry	masonry	\$0.91
Brick	Per 1,000 bricks	1.71

3 - Road Construction

Concrete, macadam or other roads	Per 100 sq. ft.	\$3.15
Sidewalk	Per 100 sq. ft.	3.15
Curbing	Per 100 sq. ft.	3.35

4 - Flooding Ditches

Ditch 2 ft by 3 ft - \$16.93 per 100 lineal feet  
(Proportionate charges for excess of above)

5 - Jetting Planks

Minimum rate - \$17.84 for four or less planks  
First four planks \$17.84, thereafter \$1.26

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 67**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

**SERVICE CLASSIFICATION NO. 5 (Continued)**

6 - Jetting Spiles

Minimum rate \$17.84 four or less spiles  
First four spiles \$17.84, thereafter \$2.70

7 - Water drawn from hydrants for the purposes other than fire protection and for purposes other than specified above.

Rate: \$0.44200 per 100 gallons

Minimum charge of \$88.60 payable in advance for which the customer will be entitled to use 20,000 gallons of water in the period stated in the permit. Water in excess of such allowances will be billed at the rate above stated, at the expiration of the permit, and the bill thereof will be due and payable when rendered. The quantities of water used will be estimated.

Hydrant Permits

(In addition to above charges)

Per hydrant	\$17.84 per day
For services of Inspector (when required by Company)	134.76 per day

Terms of Payment:

Net Cash. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

Term: None

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: APRIL 1, 2014**  
Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 68**  
**REVISION: 2**  
**SUPERSEDING REVISION: 1**

### **SERVICE CLASSIFICATION NO. 6**

Applicable to the Use of Service for:  
Private Fire Protection – Risers for hose connections and/or sprinkler heads.  
Character of Service: Continuous

Rate: Flat

Through 2” fire service connection or less	\$44.11 per quarter
Through 3” fire service connection or less	\$110.25 per quarter
Through 4” fire service connection or less	\$220.54 per quarter
Through 6” fire service connection or less	\$441.07 per quarter
Through 8” fire service connection or less	\$882.07 per quarter
Through 10” fire service connection or less	\$1,764.28 per quarter
Through 12” fire service connection or less	\$3,528.57 per quarter
Through 16” fire service connection or less	\$7,057.14 per quarter

Minimum Charge: As above

Terms of Payment: Quarterly in advance. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

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

#### Special Provisions:

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

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: APRIL 1, 2014**

Issued in compliance with order in Case 11-W-0200 dated 03/20/2012

**LEAF NO.: 69**

**REVISION: 2**

**SUPERSEDING REVISION: 1**

**SERVICE CLASSIFICATION NO. 6 (Continued)**

- (c) The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: JULY 4, 2014**  
Issued in compliance with order in Case 14-W-0067 dated June 13, 2014

**LEAF NO.: 69.1**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

**MT. EBO DISTRICT SERVICE CLASSIFICATION NO. 1**

Applicable to Use of Service for:

Residential, commercial, and general service.

Character of Service:

Metered.

Consumptive Rate:

Per 1,000 gallons                      \$3.52

Quarterly Service Charge:

<u>Meter Size</u>	<u>Quarterly</u>
5/8"	\$52.76
3/4"	68.59
1"	105.52
1 1/2"	211.04
2"	369.30
3"	685.86
4"	1,055.17
6"	2,110.33

Terms of Payment:

Service charge bills shall be rendered quarterly in arrears and are due and payable when rendered. Bills not paid within 30 days of rendition are delinquent and service may be discontinued after proper notice as required by law, and bills will be subject to an additional charge of 1½% per month levied on the unpaid balance of the water bill.

Bills paid with a negotiable instrument which is subsequently dishonored will be subject to a charge equal to the bank charge plus a handling fee of \$5.00, not to exceed \$20.00 in total.

Issued by: William M. Varley, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: JULY 4, 2014**  
Issued in compliance with order in Case 14-W-0067 dated June 13, 2014

**LEAF NO.: 69.2**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

**MT. EBO DISTRICT SERVICE CLASSIFICATION NO. 2**

Applicable to Use of Service for:

Public Fire Protection.

Character of Service:

Continuous.

Quarterly Rate:

Per Hydrant                      \$157.57

Applicable to Use of Service for:

Private Fire Protection.

Character of Service:

Continuous.

Quarterly Rate:

Per Connection	
6"	\$157.57
8"	315.14
10"	472.72

Terms of Payment:

Bills shall be rendered quarterly in arrears and are due and payable when rendered. Bills not paid within 30 days of rendition are delinquent and service may be discontinued after proper notice as required by law, and bills will be subject to an additional charge of 1½% per month levied on the unpaid balance of the water bill.

Bills paid with a negotiable instrument which is subsequently dishonored will be subject to a charge equal to the bank charge plus a handling fee of \$5.00, not to exceed \$20.00 in total.

Issued by: William M. Varley, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: JULY 4, 2014**  
Issued in compliance with order in Case 14-W-0067 dated June 13, 2014

**LEAF NO.: 69.3**  
**REVISION: 0**  
**SUPERSEDING REVISION:**

**MT. EBO DISTRICT SERVICE CLASSIFICATION NO. 3**

Applicable to Use of Service for:

Residential hose bib charge.

Character of Service:

Continuous.

Annual Rate:

Per hose bib                      \$94.96

Terms of Payment:

Each condominium association is responsible to pay an annual hose bib charge for each hose bib located on the association's common grounds. Bills will be rendered annually on April 1 of each year and are due and payable within 30 days of rendition.

Issued by: William M. Varley, President, 60 Brooklyn Avenue, Merrick, NY 11566



**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: APRIL 14, 2017**

Issued in compliance with Commission Order in Case 16-W-0402 issued February 21, 2017

**LEAF NO.: 69.4**

**REVISION: 0**

**SUPERSEDING REVISION:**

**NEW VERNON DISTRICT SERVICE CLASSIFICATION NO. 1**

Applicable to Use of Service for:

Residential, commercial, and general service.

Character of Service:

Continuous.

Rate:

\$23.18 per month

Minimum Service Charge:

\$23.18 per month

Terms of Payment:

Net cash. Bills shall be rendered monthly in arrears. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: Carmen Tierno, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: APRIL 14, 2017**

Issued in compliance with Commission Order in Case 16-W-0402 issued February 21, 2017

**LEAF NO.: 69.5**

**REVISION: 0**

**SUPERSEDING REVISION:**

## **NEW VERNON DISTRICT SERVICE CLASSIFICATION NO. 2**

### Applicable to Use of Service for:

Swimming Pools.

### Character of Service:

Customer is entitled to one complete filling per year and any make-up water required. Pool filling shall be done only during off-peak hours between 10:00 P.M. and 7:00 A.M., or under supervision of management.

### Rate:

\$3.02 per thousand gallons of pool capacity. For swimming pools with recirculating type filters.

### Minimum or Service Charge:

None

### Terms of Payment:

Bills shall be rendered annually on July 1 in advance and are due and payable upon receipt. Bills not paid within 23 days of mailing are delinquent and the late payment charge becomes applicable and service may be discontinued after proper notice as required by law

### Late Payment Charge

A late payment charge to be computed at the rate of 1½% compounded monthly shall be applied to all balances left unpaid 23 days following mailing of the bill.

### Term

Terminable by the customer upon 10 days' written notice to the Company.

Issued by: Carmen Tierno, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: APRIL 14, 2017**

Issued in compliance with Commission Order in Case 16-W-0402 issued February 21, 2017

**LEAF NO.: 69.6**

**REVISION: 0**

**SUPERSEDING REVISION:**

**WHITLOCK FARMS DISTRICT SERVICE CLASSIFICATION NO. 1**

Applicable to Use of Service for:

Residential, commercial, and general service.

Character of Service:

Continuous.

Rate:

\$40.67 per month

Minimum Service Charge:

\$40.67 per month

Terms of Payment:

Net cash. Bills shall be rendered monthly in arrears. A late payment charge of 1.5% per month will be assessed on the balance of any bill for service which has not been paid in full within 20 calendar days of the date payment was due.

The above rates are subject to the state and applicable local gross revenue taxes as set forth in the current tax statements with this Schedule.

Issued by: Carmen Tierno, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**

Issued in compliance with order in Case 12-W-0217 dated 08/17/2012

**LEAF NO.: 70**

**REVISION: 1**

**SUPERSEDING REVISION: 0**

## **GENERAL INFORMATION**

### **Interest on Customer Overpayments to Water Utilities**

The Corporation shall provide interest on customer overpayments that result from erroneous billings by the utility.

The rate of interest shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate. Interest shall be paid from the date that 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.

The Corporation will not be required to pay interest on customer overpayments that are refunded within 30 days after such overpayment is received by the Corporation.

Issued under Authority by Order of the PUBLIC SERVICE COMMISSION dated June 24, 1992 in case No. 91-M-0667

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: OCTOBER 14, 2012**

**STATEMENT TYPE: GRT**  
**STATEMENT NO: 1**

Issued in compliance with order in Case 12-W-0217 dated 08/17/2012

## **GENERAL INFORMATION**

### **TAX STATEMENT NO. 1**

A. Revenue based taxes by locality are as follows:

	<u>Local Tax</u>
1) Village of Atlantic Beach	1.0%
2) Village of Cedarhurst	1.0%
3) Village of East Rockaway	1.0%
4) Village of Hewlett Bay Park	1.0%
5) Village of Hewlett Harbor	1.0%
6) Village of Hewlett Neck	1.0%
7) Village of Island Park	1.0%
8) Village of Lawrence	1.0%
9) Village of Lynbrook	1.0%
10) Village of Malverne	1.0%
11) Village of Valley Stream	1.0%
12) Village of Woodsburgh	1.0%
13) Village of Hempstead	1.0%

B. Changes in the local utility tax rates from those stated above may be modified by the utility by filing a tariff statement, allowing the new rates to go into effect 15 days after such occurrence.

C. The revenue based tax will be shown as a surcharge on each customer's bill reflecting the percentage applicable for that customer's locality.

Effective December 21, 2000 under Authority by Order of the PUBLIC SERVICE  
COMMISSION in Case No. 00-M-1556.

Issued by: William M. Varley, President, 733 Sunrise Highway, Lynbrook, NY

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: FEBRUARY 14, 2017**

Issued in compliance with order in Cases 15-W-0437 and 11-W-0200 dated 10/21/2015

**STATEMENT TYPE: RPCRC**

**STATEMENT NO: 5**

## **GENERAL INFORMATION**

### Revenue and Production Cost Reconciliation Adjustment Clause and Property Tax Clause

Applicable to all Metered Customers in Service Classifications 1, 1A and 3.

Commission Order in Case 07-W-0508, dated March 5, 2008, directed that the rates applicable to all metered customer accounts, as defined above, be subject to automatic adjustment by way of a surcharge, or credit, based on the difference between the actual net revenues (operating revenues less production costs) for the preceding rate year and the net revenue target as estimated in the most recent rate case. The difference is then surcharged (or credited) to be recovered (or refunded) over the ensuing year. In the following proceeding, Case 11-W-0200, target levels for revenues, production costs and property taxes were set for future years as follows, with the levels from the third rate year carrying forward for all future years until new target levels are set in the next rate proceeding (the revenue numbers below do not include net RAC adjustments for the rate year ending March 31, 2013 of (\$40,303) (\$8,977 for the Service Centers and (\$49,280) for Demutualization) from the Commission decision on 11/20/2002 in Cases 02-W-0054 and 02-W-0056):

Year Ending	March 31, 2013	March 31, 2014	March 31, 2015
Revenues	\$47,549,412	\$48,807,844	\$49,869,621
Production Costs	\$3,953,224	\$4,032,684	\$4,118,580
Property Taxes	\$11,893,414	\$12,132,472	\$12,390,893

### Revenues and Production Costs Calculation

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

The actual net Revenues for the year ended March 31, 2016 of \$46,777,849 was compared to the target level set forth above. The difference, including accrued interest, would result in a surcharge to customers of \$3,131,991.

The actual Production Costs for the year ended March 31, 2016 of \$4,056,981 was compared to the target level set forth above. The difference, including accrued interest, would result in a credit to customers of \$61,815.

Since the total number of metered customers is: 72,645

The combined Revenue and Production Cost surcharge per customer would amount to: \$42.26.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: FEBRUARY 14, 2017**

Issued in compliance with order in Cases 15-W-0437 and 11-W-0200 dated 10/21/2015

**STATEMENT TYPE: RPCRC**

**STATEMENT NO: 5**

## **GENERAL INFORMATION**

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

#### Property Tax Calculation

In accordance with the property tax mechanism approved by the Commission in Case 11-W-0200, the PSC has permitted the Company to reconcile property taxes. For the rate year ended March 31, 2016, such reconciliation would result in a surcharge to customers of \$5,558,014, including interest.

As a result, the net RPT surcharge to each customer's bill amounts to \$76.51.

#### Total RAC/RPT Surcharge

The total, net RAC/RPT surcharge per customer is \$118.87, or \$9.91 per month, to be collected over twelve months.\*

\* This net surcharge amount includes \$7,232 (or \$0.10 per customer) for under-recoveries from prior RAC/RPT surcharges.

Any refunds due ratepayers from any net over-recovery in the rate year will be credited to customers' bills in the earliest month, as administratively practical, of the following rate year. Customer bills will be surcharged, no greater than \$4 per customer per month, to recover any deferral of cost recovery in the rate year beginning in the earliest month, as administratively practical, of the following rate year and continue each month thereafter, as necessary, until the entire deferral is recovered. Should the \$4 per customer per month surcharge limit be inadequate to fully recover any deferred costs prior to the end of the following rate year, the limit will be waived. For sprinkler customers there will be a one-time credit/surcharge. Any credit/surcharge is subject to the applicable local gross revenue taxes as set forth in the current tax statements.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: NOVEMBER 5, 2016**

**STATEMENT TYPE: SIC**  
**STATEMENT NO: 11**

Issued in compliance with order in Case 11-W-0200 dated 3/20/12 and in Case 14-W-0489 dated 8/14/15

## **GENERAL INFORMATION**

### **SYSTEM IMPROVEMENT CHARGE (SIC)**

The SIC mechanism will apply to costs associated with the construction of specific reviewed and approved projects. The mechanism will allow recovery of carrying costs (i.e., return and depreciation expense) on specific projects placed in service in Rate Year Two, Rate Year Three and beyond. Under Case 11-W-0200, the use of the SIC mechanism is approved for the following projects:

- Iron removal facilities at Plant 15
- Storage tank rehabilitation at Plant 13
- Plant 5 common suction well rehabilitation, Phase 2 and
- Business transformation EAM/CIS

The formula for the calculation of the SIC surcharge for projects approved under Case 11-W-0200 is as follows:

$$\text{SIC surcharge} = ((\text{NRB} \times \text{Pre-tax ROR}) + \text{D}) / \text{AR}$$

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
Pre-tax ROR	=	10.14%
D	=	the annual depreciation expense on the net additions
AR	=	NYAW's projected annual metered revenues.

The SIC surcharge for projects approved under Case 11-W-0200 and in effect beginning August 1, 2016 is 3.57%.

Under Case 14-W-0489, the use of the SIC mechanism is approved for the following projects:

- System Wide Well Replacement
- New Well 20-2, Valley Stream
- New Merrick Office Building
- Caustic Conversion Program
- Plant 11 – South Tank Roof Replacement
- Portable Iron Filtration Plants

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566



**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: NOVEMBER 5, 2016**

**STATEMENT TYPE: SIC**  
**STATEMENT NO: 11**

Issued in compliance with order in Case 11-W-0200 dated 3/20/12 and in Case 14-W-0489 dated 8/14/15

## **GENERAL INFORMATION**

### **SYSTEM IMPROVEMENT CHARGE (SIC) – (cont'd.)**

The formula for the calculation of the SIC surcharge for projects approved under Case 14-W-0489 is as follows:

$$\text{SIC surcharge} = ((\text{NRB} \times \text{Pre-tax ROR}) + \text{D}) / \text{AR}$$

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
Pre-tax ROR	=	9.57%
D	=	the annual depreciation expense on the net additions
AR	=	NYAW's projected annual metered revenues.

The SIC surcharge for projects approved under Case 14-W-0489 and in effect beginning March 15, 2016 is 2.04%.

**The combined SIC surcharge for projects approved under Cases 11-W-0200 and 14-W-0489 and in effect beginning August 1, 2016 is 5.61%.**

### System Improvement Charge

When the Company has incurred actual expenditures for projects listed above 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, 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 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.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**  
**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**  
**INITIAL EFFECTIVE DATE: NOVEMBER 5, 2016**

**STATEMENT TYPE: SIC**  
**STATEMENT NO: 11**

Issued in compliance with order in Case 11-W-0200 dated 3/20/12 and in Case 14-W-0489 dated 8/14/15

## **GENERAL INFORMATION**

### **SYSTEM IMPROVEMENT CHARGE (SIC) – (cont'd.)**

#### Safeguards

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 under collections and over collections, as well as updates related to accumulated depreciation reserve, will be reflected in the next SIC surcharge filing.

NYAW will be permitted to collect carrying costs via a SIC surcharge not to exceed 2.5% of operating revenues capped for the approved capital projects.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566

**PSC No. 1 - WATER**

**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.**

**INITIAL EFFECTIVE DATE: JULY 1, 2016**

**STATEMENT TYPE: TSAS**

**STATEMENT NO: 5**

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

## **GENERAL INFORMATION**

### **TEMPORARY STATE ASSESSMENT SURCHARGE**

The Commission Order in Case 09-M-0311 (“Order”), dated June 18, 2014, directed that electric, gas, steam, and water utilities and jurisdictional municipal corporations, collect a Temporary State Assessment (TSA), effective from July 1, 2014 through June 30, 2017. (PSL §18-a(6)). The TSA imposes a charge of 1% of the gross operating revenues from intrastate utility operations, less the amounts assessed for Department of Public Service costs and expenses (General Assessment) that are authorized in the annual State Budget, and including carrying charges calculated at the Company’s authorized pretax rate of return. The Order also directs affected utilities to adjust the TSA for any over-collections or under-collections that may have occurred within the first five years of the TSA’s existence. Based upon the requirements within the Order, the Company is subject to a TSA of 0.498%. In accordance with the Order, the TSA will be subject to an annual reconciliation, including appropriate adjustments for over- or under-recoveries, as necessary.

Effective July 1, 2016, the Company will recover the TSA through a surcharge equal to 0.498%.

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

This surcharge will be applied to all bills rendered in every service classification.

Issued by: Brian K. Bruce, President, 60 Brooklyn Avenue, Merrick, NY 11566