

PSC No. 5 - WATER**LEAF NO.: 32****COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****REVISION: 1****INITIAL EFFECTIVE DATE: JUNE 1, 2017****SUPERSEDING REVISION:**

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

VI. BILLING, METER READING, NOTIFICATION AND TERMINATION FOR RESIDENTIAL AND NON-RESIDENTIAL GENERAL USE WATER (CONTINUED)**O. Deferred Payment Agreements – Residential Service****1. Company's Obligation**

- 1.1. The Company 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 (8) calendar 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 Company 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 Company will offer the customer a payment agreement in accordance with the paragraph 1.3 of this subsection. The Company 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. A deferred payment agreement shall:
 - 1.3.1. be fair and equitable considering the customer's financial circumstances. The Company 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 down payment, 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 down payment and installments on any schedule over any period of time and cover any outstanding charges, if mutually agreed to by the parties.
- 1.4. The Company will renegotiate and amend a payment agreement if the customer or applicant demonstrates that his or her financial circumstances have changed significantly because of conditions beyond his or her control.
- 1.5. The Commission or its designee may order the Company 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 Company will not be obligated to extend a deferred payment agreement to a non-residential customer, unless otherwise agreed to by the Company 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;

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

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