

PSC No. 5 - WATER**COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.****INITIAL EFFECTIVE DATE: MAY 29, 2016****LEAF NO.: 30****REVISION: 0****SUPERSEDING REVISION:****VI. BILLING, METER READING, NOTIFICATION AND TERMINATION FOR RESIDENTIAL AND NON-RESIDENTIAL GENERAL USE WATER (CONTINUED)****2. Procedures to Avoid Termination of Service**

- 2.1. The Company 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 Company 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 235a 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 Company 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, Company 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 Company to terminate heat-related service to an entire multiple dwelling:
- 3.2. The Company 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 Company 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 Company. The notice will provide the name and telephone number of the Company contact person. Whenever an occupant has so notified the Company, the Company 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 Company determines that an occupant may suffer serious impairment to health or safety as a result of termination, the Company will refer such cases to the local department of Social Services and request the agency to investigate.
- 3.4. The Company 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 fifteen (15) business days after the referral. The Company 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 Company thereafter intending to

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