

P.S.C. NO. 4 – WATER  
COMPANY: SARATOGA WATER SERVICES, INC.  
INITIAL EFFECTIVE DATE: APRIL 2, 2022

LEAF: 1  
REVISION: 0  
SUPERSEDING:

GENERAL INFORMATION

P.S.C. No. 4 – Water Supersedes  
P.S.C. No. 3 - Water

SARATOGA WATER SERVICES, INC.

SCHEDULE  
for  
WATER SERVICE

Applicable in  
Parts of the Towns of  
Malta and Stillwater, Saratoga County, New York

Subsequent changes will be effective as shown on individual leaves.

Issued by: Alexander Mackay, President, P.O. Box 2109, Ballston Spa, New York 12020

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### I. TERRITORY TO WHICH THE SCHEDULE APPLIES:

Parts of the Towns of Malta and Stillwater, Saratoga County, New York.

### II. DEFINITION OF TERMS

The following words and terms when used in this tariff mean:

- (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 use or has made a request for water service for his or her own non-residential use.
- (D) “Residential 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 service that were actually delivered to the customer’s premises before the current billing cycle that were 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.

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- (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 1st of each year and ending April 15th 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 Saratoga Water Services, 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 residential 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.

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- (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” customer includes 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 applies 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) (1) A “utility” is any waterworks corporation, as defined in section 2 of the Public Service Law, having annual gross revenues in excess of two hundred fifty thousand dollars.  
(2) The “NYCRR” is defined on the Official Compilation of Codes, Rules and Regulations of the State of New York.

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(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.

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### III. APPLICATION FOR SERVICE

#### 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; where precluded by public safety; where prevented by labor strikes or other work stoppages; where precluded by physical impediments including: adverse weather conditions; inability to gain access to premises; incomplete construction of necessary facilities by the applicant or inspection and certification of such facilities by the appropriate authorities; 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:
  - (a) 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: residential service provided and billed to prior accounts in the applicant's name or for which the applicant is legally responsible; other billed tariff fees, charges or penalties; and a deposit, if required by the Corporation as long as such deposit is in accordance with Title 16 NYCRR 14.11;



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- (b) fulfill any applicable requirements of Parts 501 and 502 of Title 16 NYCRR regarding main extensions and service pipes; and
  - (c) 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 section III(A)(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
  - 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 nonpayment at the time of the request.

#### B. Application Procedure

- (1) A residential application for service may be made either orally or in writing. 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.

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- (2) The Corporation may require an applicant to complete a written application for service only if:
- 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;
  - there is evidence that service has been supplied through tampered equipment; the meter has recorded usage during a period within the previous 12 months when there was no customer; or
  - 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, stating the information and/or documents that must be submitted in order for the application to be considered complete.

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- (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 service 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 residential applicant whose application is being denied.
- (2) The Corporation may not deny an application for residential 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.

#### 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.

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E. Form of Application and Contract for Water Service

All Service Applications – New Installation 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

- Water Service/Lawn Sprinkler  
Service/Fire Protection
- Building Type
- 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 application – new installation and existing service  
Information to be completed by office

- Customer number \_\_\_\_\_ Premise number \_\_\_\_\_
- Type of Customer \_\_\_\_\_
- Tariff Rate Code \_\_\_\_\_
- Deposit Amount \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_
- SWS representative accepting application \_\_\_\_\_
- Date application accepted \_\_\_\_\_
- Service order number \_\_\_\_\_

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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 \_\_\_\_\_
- Service Line Size \_\_\_\_\_ Meter Size \_\_\_\_\_
- Municipality \_\_\_\_\_ Work order no. \_\_\_\_\_
- Bill frequency: Q/M/A Cycle \_\_\_ Book \_\_\_ Folio \_\_\_\_\_
- Property location \_\_\_\_\_

All applications – new installations and existing service

I understand that Saratoga Water Services, 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.]

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### IV. SERVICE DEPOSITS

#### A. Deposit Requirements

##### (1) Residential:

The Corporation may require the payment of a security deposit from:

a seasonal, short term or temporary customer;  
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; or a customer whose service was terminated for nonpayment during the preceding six months.

##### (2) The Corporation will not require a deposit from:

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  
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.

##### (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.

##### (4) Non-residential:

The Corporation may require payment in full of a security deposit from any nonresidential customer.

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### 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, here 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 any 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.
- (2) If a review shows that the deposit held falls short of the amount that the Corporation may lawfully require by 25% or more, the Corporation may require the payment of an additional deposit amount from the customer.
- (3) 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.
- (4) 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.

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#### 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:

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, the day an account is closed; or 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.



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#### V. BILLING, METER READING, NOTIFICATION AND TERMINATION OF RESIDENTIAL AND NON-RESIDENTIAL GENERAL USE WATER

##### A. Bills Payable and Late Payment Charge

- (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 of the Corporation or to any authorized collector.
- (2) Bills for all meter reading periods affected by a change in rates will be prorated.
- (3) Saratoga will charge customers at the rate of 1.5% per month for late payments 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. No late payment charge will be imposed on any bill that is the subject of a pending complaint before the utility or the Commission; provided, however, that a late payment charge may be imposed if the final resolution of the complaint directs payment of the disputed amount or any portion of it to Saratoga.

##### B. Returned Check Charge

Any payment received and made by check or any other negotiable instrument that is not honored by the bank on which it was drawn, will be returned to the customer and an amount equal to the actual bank charge from the Company's bank plus a handling fee of \$10.00 (not to exceed the maximum, currently \$20, allowed by Section 5-328 of General Obligations Law) will be levied against the customer's account. This fee is subject to the state and applicable local gross revenue taxes as required by law.

##### C. Meter Reading and Service

- (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.

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- (3) If unsuccessful in attempting to obtain an actual reading, the Corporation will leave a meter reading card at the premises.
- (4) A meter is required for each premises.
- (5) The Company will furnish, install, and maintain the meter. Unless the meter register is set at zero, the Company shall attach a tag stamped with date and meter dial reading at the time of installation.
- (6) The customer will provide a location for the meter acceptable to the company and will be responsible for damage resulting from frost, backflow of hot water, or other such causes.
- (7) The Company reserves the right to remove, test, and replace the meter.
- (8) The Company shall afford the customer an opportunity to verify the final reading of any water meter removed from the premises and obtain the customer's signature on a meter removal card which shows the date removed and reading.
- (9) Meters will be tested in conformation with rules of the Public Service Commission.

#### 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) 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.

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- (2) 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.
- (3) The series of No Access notices is listed in Title 16 NYCRR 14.12 (C)(3) (i-iv).
- (4) The No Access charge added to any single bill will be \$25.00 per building, even though more than one meter is located there.
- (5) 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.

#### F. Backbilling

##### (1) Notice

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.

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

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.

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.

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(3) Limitations on Backbilling Period

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.

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 cause 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:

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:

fails to pay any tariff charges that reflect service used during the preceding twelve (12) months for which a written bill has been sent; 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 following situations:

when there was a billing dispute during the preceding twelve (12) months; there was an excusable Corporation delay; when the customer's culpable conduct caused or contributed to the delay in billing; when changes are necessary to adjust estimated bills;

fails to pay amount due under a payment agreement;

fails to pay, or agree in writing to pay, equipment and installation charges relating to the initiation or service; or fails to pay a required deposit.

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(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 official.

(3) Water service may be discontinued by the Corporation when:

there is no customer of record and service is being provided through tampered equipment;  
there is no customer of record or the party of record has vacated the premises, providing advance notice of termination has been given.

(4) Final Termination Notice

The Corporation will not issue a final termination notice until at least twenty (20) calendar days after the date payment was due.

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.

The Corporation may issue a final termination notice for nonpayment of undisputed charges.

(5) Physical Termination of Service

(a) The Corporation will not terminate service until at least:

fifteen (15) calendar days after a final termination notice has been given personally to the customer; or eighteen (18) calendar days after a final termination notice has been mailed to the customer at the service location, or an alternative address, that has been provided by the customer for mailing purposes. If an alternate 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.

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- (b) 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:
- 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 Public Service Commission are closed.
- (c) The Corporation will not terminate service unless:
- it has verified that payment has not been received any office of the authorized collection agent through the end of the notice period required by this tariff; and 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.
- (d) 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.
- (e) 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 Public Service Commission or its designee, for nonpayment of the disputed charges. Nothing prevents the Corporation from terminating service for nonpayment of undisputed charges, providing all required notices are served.
- (f) The Corporation will not terminate service during the two-week period that includes Christmas Day and New Year's Day.

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### (6) Posting of Payments

The Corporation will ensure 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):

will be posted to the customer's account on the day payment is received; or will in some manner stop the termination process so that termination will not occur.

### (7) Payment at the Time of Termination – Residential

- (a) If a customer 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 or 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.
- (b) 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:
  - accept the payment, or allow the customer an extension of time of not less than one business day to go to the business office to make payment arrange for payment within the specified time.
- (c) When the customer fails to make the payment or arrange for payment within the specified time, the Corporation will terminate service without further notice.
- (d) Whenever payment is made 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.

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### (8) Dishonored Checks

- (a) 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.
- (b) 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) The Corporation will provide special protections regarding the termination and reconnection of service in cases involving:
  - medical emergency customers; elderly, blind or disabled customers; and customers with heat-related service during cold weather periods; only when these conditions are brought to the attention of the Corporation.
- (2) The Corporation will take steps to assure communication before termination in the case of a language barrier.
- (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:
  - attempting to call, if there is a telephone, once during business hours, and if unsuccessful twice during reasonable nonbusiness hours (6:00PM - 9:00 PM weekdays, or 9:00 AM – 5:00 PM weekends), and
  - making an on-site personal visit, if telephone contact is unsuccessful.
- (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.
- (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.



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- (6) (a) 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 as certified by a medical doctor or local board of health.
- (b) The specific procedure for cases involving medical emergencies and the need for certification can be found in Title 16 NYCRR 14.5 c(2) c (J).
- (7) 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, disabled without following the procedures found in Title 16 NYCRR 14.5 (c) (2) and (c) (3).
- (8) Special Procedures During Cold Weather Periods (November 1 through April 15) For Premises with Heat Related Service.
- (a) 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 protection available in Title 16 NYCRR 14.5 (d).
- (b) 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
- it informs the customer that a referral will be made to the Department of Social Service and the Corporation notifies the local Social Service office orally and in writing within five (5) business days; and
- the Social Service 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 that an alternative means for protecting the person's health or safety has been arranged.

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- (9) When the Corporation terminated 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 an on-site personal visit with the customer or other adult resident, immediately attempt to determine whether there is a 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 on-site 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.
- (10) 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 paragraphs G and H of this section 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 services 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 on the case.

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### I. Termination of Non-Residential Service

(1) Discontinuance for Nonpayment:

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 nonpayment 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 notice, discontinue the supply of water to the premises if the customer's culpable conduct violated the rules and regulations of the Corporation. The Corporation will not restore the water supply until the violation has been removed.

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### 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

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:

the owner of the multiple dwelling or the party to whom the last preceding bill was rendered;

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;

the occupants of each unit;

the local health officer and the director of the subdivision in which the multiple dwelling is located; or

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 the county executive of the county in which the multiple dwelling is located, or if there is none, the chairperson of the country's legislative body.

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(2) The notice required by this subdivision will be provided in the following manner:

By personally serving it or mailing it to the owner or superintendent,  
By mailing it to the occupants and all local officials; and  
By posting it in a conspicuous place in the public area of the multiple dwelling.

(3) The Corporation will give fifteen (15) calendar days-notice if personally served or posted, and eighteen (18) calendar days if mailed.

(4) The notice to local officials will be repeated not more than four (4) nor less than two (2) business days before termination.

(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.

(6) Procedures to Avoid Termination of Service

(a) 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.

(b) 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 the subdivision (1) of Section 235-a of New York State Real Property Law.

(c) 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 representative, Corporation and party responsible for making payment for service.

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- (d) 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 the 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 must, 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 occupancy may seek further review by the Commission.
- (e) 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 the 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 two-family dwellings.
- (2) The Corporation will not terminate service to a known two-family dwelling unless it provides written notice to:
- the owner of the premises or the party to whom the last preceding bill was rendered, and
  - the occupants of each unit.

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(3) The notice required will be provided in the following manner:

by mail, to the owner or party to whom the last preceding bill was issued, giving eighteen (18) calendar days; or

by personally serving it upon the occupants, giving fifteen (15) calendar days; and

by posting it on a conspicuous place at or within the premises, unless prevented by physical circumstances.

(4) 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.

(5) Procedures to Avoid Termination of Service

(a) 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.

(b) The occupant may either:

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

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; and

set off the Corporation payments against their rents, in accordance with subdivision 1 of 235-a of the New York State Real Property Law.



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#### M. Deferred Payment Agreements

##### (a) Corporation's Obligations

- (1) The Corporation will provide a written offer of a payment agreement, to an eligible residential customer or residential applicant at the following times:

not less than five (5) calendar days before the date of the scheduled termination of service for the nonpayment of arrears, as indicated on the final termination notice, or eight days, if mailed;

when payment of the outstanding charges is a requirement of acceptance of an application for service; and

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.

- (2) When payment of outstanding charges is a requirement for reconnection, the Corporation will offer the customer a payment agreement in accordance with the provisions of this section. 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.
- (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

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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 the form with the knowledge that such information will be treated as confidential; 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 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.

- (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.
- (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.
- (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.

#### (b) Eligibility

- (1) A residential customer or applicant is eligible for a payment agreement and will be offered one, unless:
  - the customer is a seasonal, short-term or temporary customer;
  - the customer has a broken or existing payment agreement; or
  - the Commission or its designee determines that the customer or applicant has the resources available to pay the bill.

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- (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 Public Service Commission or its designee as follows:

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

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.

(c) Terms of Agreement:

- (1) A payment agreement will require that the customer or applicant must pay all current bills on time.
- (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 annual usage. The down payment 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.

A payment agreement offered for nonpayment of arrears upon application of service, or upon request for reconnection, may require the customer

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or applicant 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 whichever is greater, and to pay the average balance in monthly installments up to the cost of one month's average usage or one tenth of the balance, whichever is greater.

- (3) 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.

#### (d) Broken Agreements for Residential Customers

- (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:

the customer must meet the terms of the existing payment agreement by making the necessary payment within 20 calendar days of the date the payment was due or a final termination notice may be issued; and

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.

- (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.

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(e) Payment Agreement Form:

PAYMENT AGREEMENT

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

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

Address: \_\_\_\_\_  
Street

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

\_\_\_\_\_  
City

TO OUR CUSTOMER:

Please do not sign this agreement until you read and understand the terms. This is a contract between you and \_\_\_\_\_.

The payments shown 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.

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 \_\_\_\_\_ in order for it to be valid (keep the copy for your records). If the signed copy is not returned, the company may

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declare the entire balance payable immediately and your water service may be terminated. The telephone number of the company is (518) 899-6001.

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 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/negotiate/determined by a financial disclosure statement. This payment agreement was made to avoid disconnection/to restore the water service/other \_\_\_\_\_

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

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### 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:

upon receipt of the full amount of arrears for which service was terminated;

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;

upon the direction by the Public Service Commission or its designee; or

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:
- (i) \$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
  - (ii) \$25.00 per day or portion of a day in all other cases.

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The penalty referred to in paragraph 3 (ii) 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.

(5) Non-residential Reconnection Charge

A charge of \$25.00 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. 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, where service was disconnected for nonpayment of bills, or violation of the Corporation rules, is payable before service is restored.

(6) Restoration of Service Charges

A restoration of service charge is imposed to restore or reconnecting service, at the customer's request, after discontinuance of service for non-payment or for violation of water company tariff rules. The charge will be as follows:

- \$50 during normal business hours (Monday through Friday);
  - \$75 outside of normal business hours (Monday through Friday); or
- \$100 on weekends or holiday



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#### GENERAL INFORMATION

#### VI. ACCESSIBILITY OF EQUIPMENT FOR INSPECTION AND EXAMINATION OF COMPANY APPARATUS

- (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.
- (2) An agent of the Corporation will not enter locked premises without the permission of a person lawfully in control of the premises, unless explicitly authorized by a court; or when an emergency may threaten the health or safety of a person, the surrounding area or the Corporation's distribution system.
- (3) A customer must provide Company representatives reasonable access to their premises for billing or inspection purposes.
- (4) 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; a directive by the Commission of its designees.

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#### VII. EMERGENCY DISCONNECTION OR REDUCTION IN SERVICE

- (A) Saratoga may disconnect service to a premises when an emergency of any kind may threaten the health or safety of a person, the surrounding area or Saratoga's distribution system or water supplies.
- (B) Saratoga shall, if possible, provide advance notice to those whose service will be disconnected under this section.
- (C) Saratoga will act promptly to restore service as soon as possible after disconnection. Service will be restored to any premises which has been disconnected under this section, before it may be terminated for nonpayment of charges.
- (D) 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 requirement of its customers at large or to comply with any laws or regulations enacted by governmental authorities.
- (E) The use of water for sprinkling, swimming pools, or other less essential uses may be restricted or prohibited where such use may unreasonably reduce the adequacy of service for other domestic purposes.
- (F) The Corporation shall have the right to decrease or temporarily discontinue water for business purposes, swimming pool, hose use or other less essential purposes without liability, in time or 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 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.

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- (G) 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.
- (H) 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.

#### VIII. LIABILITY

The Corporation shall not be liable 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, except for such personal injury or damages resulting from the gross negligence of the Company.

#### IX. FIRE HYDRANTS

- (A) No person, except as specifically authorized by the Corporation, shall take water from any public fire hydrant for any use whatsoever.
- (B) 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.
- (C) 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.
- (D) Where a request is made to change the location or move a hydrant, the entire expense of the work must be borne by the municipality requesting the change.

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### X. UNMETERED SERVICE

All applicable provisions of this tariff shall apply.

### XI. EXTENSION OF MAINS AND RELATED PROVISIONS

- (1) Mains will be extended in conformance with rules and regulations of the Public Service Commission where applicable.
- (2) Installation of pipes and mains will not normally be made when ground is frozen.
- (3) The customer is responsible for service pipes and plumbing within the property line.
- (4) All leaks on customer premises must be repaired as soon as possible.
- (5) There must be a separate service for each premises.
- (6) Cross connections to water sources other than the company's or with other facilities is strictly prohibited.
- (7) All mains, services (up to the property line) and other water system facilities will be maintained and replaced by the company.
- (8) Service pipe installations are subject to company approval.

### XII. RESOLUTION OF DISAGREEMENT

All matters, rules and other situations concerning the rendering of water service which are not specifically covered herein or in a provision of the New York State Codes, Rules and Regulations and which are subject to the jurisdiction of the Public Service Commission, and for which a customer and the company cannot agree as to an equitable and fair solution, will be referred to said Commission to be resolved. Either the customer or the company may request that a rule or provision of this tariff be changed for a particular situation.

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XIII. EXTENSION OF MAINS AND FACILITIES AND PROVISION OF SERVICE

All mains and services will be extended in conformance with the rules and regulations of the Public Service Commission where applicable.

XIV. RATES AND CHARGES

- (A) The rate and charges in this Section have been approved by the Public Service Commission.

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 SUPERSEDING:

SERVICE CLASSIFICATION NO. 1

Applicable to Use of Service For:

Residential, small commercial, and general use, but excluding industrial or commercial process use or fire protection.

Character of Service:

Continuous

Rate:

\$5.34 per thousand gallons

Minimum Charge:

- (1) Quarterly for customers who take service through 5/8" or 3/4" meters, as follows:

<u>Size of Meter</u>	<u>Gallons</u>	<u>Charge</u>
5/8"	9,000	\$48.06
3/4"	12,000	\$64.08

- (2) Monthly for customers who take service through meters larger than 3/4", as follows:

<u>Size of Meter</u>	<u>Gallons</u>	<u>Charge</u>
1"	7,000	\$ 37.38
1-1/2"	13,000	\$ 69.42
2"	21,000	\$ 112.14
3"	40,000	\$ 213.60
4"	66,000	\$ 352.44
6"	130,000	\$ 694.20
8"	210,000	\$1,121.40
10"	300,000	\$1,602.00
12"	400,000	\$2,136.00

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SERVICE CLASSIFICATION NO. 1 (Continued)

Terms of Payment:

- (1) Bills for customers taking service through 5/8” or 3/4” meters shall be rendered quarterly in arrears and are due and payable when rendered.
- (2) Bills for customers taking service through meters larger than 3/4” shall be rendered monthly in arrears and are due and payable when rendered.
- (3) Bills not paid within 20 days of rendition are delinquent and service may be discontinued after proper notice as required by law.

Term:

Terminable by the customer upon 72 hours written notice to the company.

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SUPERSEDING:

SERVICE CLASSIFICATION NO. 2

Applicable to Use of Service For:

Private Fire Protection

Character of Service

Continuous. Service may be provided through any size meter or may be unmetered, and is designed to deliver 1,500 gallons per minute under conditions of one fire on the system and average daily demand for non-fire protection purposes. Service shall also be available in the event of power failure to a customer's own internal fire protection system or pumps.

Rates

- (1) Rates for this service class are divided into demand charges and consumption charges. A customer's bill will be the sum of these two components.

- (2) Demand Charge

Payable per month independent of volume consumed:  
\$523.17.

- (3) Consumption Charge

Payable per thousand gallons of water passing through a meter, whether used for fire-fighting, sprinkling, replenishment of storage, or any other fire protection purpose.

per thousand gallons \$0.00

- (4) Minimum Charge

\$523.17 per month

Terms of Payment and Late Charge

- (1) Bills for combined demand and consumption charge will be issued monthly, and payment is due on presentation of bill.

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 SUPERSEDING:

SERVICE CLASSIFICATION NO. 3  
 INTERRUPTIBLE IRRIGATION SERVICE

Applicable to Use of Service:

The use of water by any customer for irrigation purposes, whose annual irrigation usage is projected to be and does not fall below 5 million gallons, except for a reduction in usage due to an interruption in service implemented by the Company pursuant to this tariff, hereafter referred to as the “minimum annual consumption.”

Character of Service:

Interruptible service designed to deliver 95 gallons per minute to customers located within the Company’s service territory.

Rate:

<u>Applicable Term</u>	<u>Rate</u>
7/15/99 through 7/14/2000	\$2.30 per thousand gallons
7/15/2000 through 7/14/2001	\$2.60 “ “ “
7/15/2001 through 7/14/2002	\$2.90 “ “ “
7/15/2002 through 7/14/2003	\$3.20 “ “ “
All Usage From and Subsequent to 7/15/2003	\$3.40 “ “ “

Minimum Bill:

Customer is subject to an annual minimum bill equivalent to the rate set forth in the tariff multiplied by fifty percent (50%) of the minimum annual consumption. Any payment due under this provision shall be applied to the last bill rendered for the applicable annual period.

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Term:

Service under this Service Classification shall be for a period of one year from the date of commencement of service and thereafter until terminated by either party. Terminable by either party after one year from the commencement of service on six months' written notice to the other.

Special Provisions:

- A. Water Service will be supplied under this Service Classification only when and to the extent that the Company has the supply and facilities available at the time of application sufficient for the service requested and the Company, after supplying customers taking continuous service, will have sufficient water available to supply the applicant.
- B. The Company reserves the right to accept only such applications under this Service Classification as will permit it to use the water it has available for sale without requiring unreasonable or uneconomic extension of facilities.
- C. The Service provided under this Service Classification will be interrupted if the Company, after supplying customers taking continuous service, does not have adequate water supplies to serve the customer.
- D. The Service provided under this Service Classification shall be interrupted in the event the water level of the Cold Spring Road aquifer falls below 80 feet, and service shall not be restored by the Company and neither shall any water be consumed by the customer until the water level is restored to 80 feet.
- E. The Company will provide the Customer, at a minimum, with six hour written notification of the interruption of service and shall provide written notification of the resumption of service. Written notification may include telecopier, with receipt acknowledgement.

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- F. If the Company declares an emergency, the customer agrees to immediately discontinue the use of water upon oral or written request of the Company at any time and the customer shall not consume any water until so notified by an authorized representative of the Company.
- G. The customer shall install and maintain at all times a sufficient standby alternate water supply and the equipment and facilities necessary to utilize same, both of which shall be available for use in the event of a service interruption. The Company assumes no responsibility for the adequacy or proper operation of the standby water supply, equipment or facilities and shall not be liable for any loss, damage or expense, direct or indirect, which may be incurred by the customer or others in connection with or as a result of any curtailment, interruption or discontinuance of water service. The customer expressly agrees to be solely responsible for the adequacy of the standby supply and for the service, repair and maintenance of the standby equipment and facilities.

This requirement may be waived by the Company if the customer notifies the Company, in writing, that a standby alternate water supply is not required during any period of service interruption, and is willing to have water service interrupted as provided herein, and further agrees, in writing and in a form acceptable to the Company, to release and hold harmless the Company from all damages, claims, or liability, direct or indirect, relating to, arising from, caused by or in any way connected with the interruption of water service.

Credit Worthiness:

If, at any time, the Company determines that the continuation of service to a customer presents an undue credit risk, the Company may require as a condition to continuing service, that the customer post a letter of credit or other financial security satisfactory to the Company to secure payment of an amount equivalent to the rate set forth in the tariff multiplied by the minimum annual consumption.

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Additional Charge:

For water consumed in violation of this Service Classification, without the express written authorization of the Company, an additional charge of four (4) times the applicable rate will be paid by the customer.

The imposition of such additional charge shall not limit any rights of the Company to terminate water service pursuant to any provision of the Company's Rate Schedule or otherwise. In the event that the Company finds that water is being consumed in violation of this Service Classification and also finds that the interruption thereof would create a danger or threat to health or safety, the Company shall have the option to leave the customer on water and such consumer will be charged the additional charge for such consumption as provided herein.

In the event of consumption of water in violation of this Service Classification, the Company shall have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method.

Terms of Payment:

Bills for service provided shall be rendered monthly in arrears and are due and payable when rendered.

Charge for Late Payment:

A late payment charge at the rate of one and one half percent (1½%) per month will be applied to the accounts of all customers taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills, which are not received by the Company on or before a date specified on the bill. The date so specified shall not be less than 20 days after the last day of each billing period. Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any Customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

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SUPERSEDING:

SERVICE CLASSIFICATION NO. 3A  
INTERRUPTIBLE INDUSTRIAL PROCESS WATER SERVICE

Applicable to Use of Service:

The use of water by any customer for industrial process purposes, whose annual industrial process usage is projected to be not less than 12 million gallons annually, except for a reduction in usage due to an interruption in service implemented by the Company pursuant to this tariff.

Character of Service:

Interruptible service designed to deliver a minimum of 139 gallons per minute.

Rate:

\$3.40 per thousand gallons

Minimum Bill:

Monthly minimum of 1,000,000 gallons for \$3,400

Term:

Service shall be for a period of not less than one year. Service is terminable by either party after one year from the commencement of service on six months' written notice to the other.

Special Provisions:

- A. Water service will be supplied under this Service Classification only when and to the extent that the Company has the supply and facilities available at the time of application by the customer sufficient for the service requested and the Company, after first supplying customers taking continuous non-interruptible service, will have sufficient water available to supply the customer.
- B. The Company reserves the right to accept only such applications under this Service Classification as will permit it to use the water it has available for sale without requiring unreasonable or uneconomic extension of facilities.
- C. The water service provided under this Service Classification will be interrupted if the Company, after supplying all customers taking continuous non-interruptible service, determines that it does not have adequate water supplies to serve customers taking service under this Service Classification.

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- D. The Company will provide the Customer, at a minimum, with six hours' written notification of the interruption of service and shall provide written notification of the resumption of service. Written notification may include facsimile, with receipt acknowledgement, or e-mail using pre-authorized email addresses.
- E. If the Company declares an emergency related to its ability to provide save and adequate water service to ratepayers, the customer agrees to immediately discontinue the use of water upon oral or written request of the Company at any time and the customer shall not consume any water until so notified by an authorized representative of the Company.
- F. The customer shall install and maintain at all times a sufficient water supply and the equipment and facilities necessary to utilize same to be available for use in the event of a service interruption or emergency under this Service Classification. The Company assumes no responsibility or liability for the adequacy or proper operation of such water supply, equipment or facilities and shall not be liable for any loss, damage or expense, direct or indirect, which may be incurred by the customer or others in connection with or as a result of any curtailment, interruption or discontinuance of water service. The customer expressly agrees to be solely responsible for the adequacy of such water supply and, for the service, repair and maintenance of such related equipment and facilities.

This requirement may be waived by the Company if the customer notifies the Company, in writing, that a source of water supply is not required during any period of service interruption, and is willing to have water service interrupted as provided therein, and further agrees, in writing and in a form acceptable to the Company, to release and hold harmless the Company from all damages, claims, or liability, direct or indirect, relating to, arising from, caused by, or in any way connected with the interruption of water service.

Credit Worthiness:

If at any time, the Company determines that the continuation of service to a customer presents an undue credit risk so that there is doubt as to the customers' ability to meet its financial obligations to the Company, the Company may require, as a condition to continuing service, that the customer post a letter of credit or other financial security satisfactory to the Company to secure payment of an amount equivalent to the rate set forth in the tariff multiplied by the minimum annual consumption.

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SUPERSEDING:

Additional Charge:

For water consumed in violation of this Service Classification, without the express written authorization of the Company, an additional charge of four (4) times the applicable rate will be paid by the customer.

The imposition of such additional charge shall not limit any rights of the Company to terminate water service pursuant to any provision of this S.C. 3A Tariff and the Public Service Law. In the event that the Company finds that water is being consumed in violation of this Service Classification and also finds that the interruption thereof would create a danger or threat to health or safety, the Company shall have the option to continue to provide water service and the customer will be charged the additional charge for such consumption as provided herein. In the event of consumption of water in violation of this Service Classification, the Company shall have the right to estimate the amount of such consumption for the purpose of imposing the additional charge. Such estimate may be based upon the average daily consumption during periods of authorized consumption or upon any other reasonable method.

Terms of Payment:

Bills for service provided shall be rendered monthly in arrears and unless otherwise agreed to in writing between Company and customer, are due and payable when rendered.

Charge for Late Payment:

A late payment charge at the rate of one and one-half percent (1½%) per month will be applied to the accounts of all customers taking service under this Service Classification. The charge will be applied to all amounts billed, including arrears, and unpaid late payment charge amounts applied to previous bills, which are not received by the Company on or before a date specified on the bill. The date so specified shall not be less than 20 days after the last day of each billing period. Notwithstanding the foregoing, the Company reserves the right to discontinue service and/or to take any other action permitted by law with respect to any customer who fails to make full and timely payment of all amounts due the Company, including amounts due for late payment charges hereunder.

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