

NEW YORK CITY WATER BOARD

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT the annual meeting of the New York City Water Board will be held on Friday, June 6, 2025 at 8:30 a.m. at 255 Greenwich Street, 8th floor conference room S1/S2, New York, New York 10007.

The meeting will be held as an in-person meeting. The materials that will be discussed at the meeting will also be made available on the Board's website. A recording of the meeting will be posted to the Water Board's website at nyc.gov/waterboard after the meeting.

The public is welcome to submit questions to the Board before or after the Board's meeting by sending an email to nycwaterboard@dep.nyc.gov or by telephone using phone number 718-595-3591. The Board's meetings themselves are designed to present the Board with an opportunity to discuss and conduct its business in an open, public forum. The public is welcome to attend and observe, and members of the public are requested to refrain from asking questions while the Board is in session, and to submit questions before or after – but not during – the meeting.

The meeting can be viewed using the Microsoft Teams videoconferencing application by using the link below. If you have technical difficulties with the link or the Microsoft Teams application: (i) the meeting can also be accessed using the Microsoft Teams audio conferencing feature, available by calling the telephone number and entering the conference ID number listed below, as well as (ii) copy-and-paste the link into the web browser.

The videoconference link and the audio conference access information appear on the next page of the public notice.

Microsoft Teams videoconference link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmUxYmZhNTQtNzMyMi00MzMxLWI5MmltZTU1ZmY4N2MyZTg2%40thread.v2/0?context=%7b%22Tid%22%3a%22f470a35f-0853-4633-aae3-ce4e8b5085a3%22%2c%22Oid%22%3a%22fa46ec46-a062-4337-8f72-25c3821c177c%22%7d

Audio conference call access information:

Phone number: 347-921-5612

Phone conference ID: 436 627 315 #

**NEW YORK CITY WATER BOARD
ANNUAL MEETING**

Friday, June 6, 2025 - 8:30 A.M.

Location: 255 Greenwich Street
Eighth Floor, Room S1/S2
New York, New York 10007

AGENDA

1. Roll Call
2. Resolution: Vote on Approval of Minutes of May 5, 2025 Meeting
3. Resolution: Adoption of Fiscal Year 2026 Annual Budget
4. Resolution: Adoption of Rate Schedule Effective July 1, 2025
5. Resolution: Adoption of Wholesale Rates Effective July 1, 2025
6. Resolution: Adoption of Amendments to Board Regulation Number 1, Reimbursable Metering Program
7. Resolution: Adoption of Amendments to Board Regulation Number 2, Water Service Terminations
8. Resolution: Adoption of Amendments to Board Regulation Number 3, Denial of Access
9. Resolution: Adoption of Amendments to Board Regulation Number 4, Theft of Service, or Billing Interference
10. Presentation: Proposed Real Property Action in Town of Carmel, NY
11. Resolution: Approval of Release from the Board's Leasehold of Real Property in Town of Carmel, NY
12. Any Other Board Business or Topics for Discussion

**MINUTES OF THE MEETING OF THE
NEW YORK CITY WATER BOARD**

May 5, 2025

A meeting of the New York City Water Board (the “Board”) was held on Monday March 3, 2025 at 255 Greenwich Street, Manhattan, New York in the 8th floor conference room, beginning at approximately 8:30 a.m. The following members of the Board attended the meeting:

Alfonso Carney,

Adam Freed,

Arlene Shaw, and

Daniel Zarrilli

constituting a quorum. Member Carney chaired the meeting and Michael Moore served as Secretary of the meeting. Board officers Executive Director Nerissa Moray and Treasurer Omar Nazem were in attendance, and from the Department of Environmental Protection (DEP), Deputy Commissioner Albert Kramer.

Approval of the Minutes

The first item on the agenda was approval of the minutes of the Board’s previous meeting held on March 3, 2025. Upon a motion duly made and seconded, the minutes of the meeting were put to a vote. Upon a motion duly made and seconded, the minutes were approved.

Proposed Water and Wastewater Rates for Fiscal Year 2026

DEP Commissioner Aggarwala led the presentation to the Board, providing an update on several of the capital projects and strategic initiatives undertaken by DEP during the most recent fiscal year. The Commissioner highlighted DEP’s work in replacing older lateral water lines with

lead content with new, lead-free water lateral lines, as well as work involving managing flooding and stormwater in the City. The Commissioner introduced DEP's new borough commissioner role, and presented the names and titles of the agency's new borough commissioners to the Board, and presented an update on DEP's investments in new water meters and transmitters. In response to a question from Member Shaw about the metering of large customers, the Commissioner described progress in working with the MTA and the Port Authority to ensure that customer metering and billing was handled appropriately, mentioning that DEP's Bureau of Customer Service had created a large customer team focused on customers with larger billing accounts, and offered to provide the Board with an update on work with larger customers at a future Board meeting.

The Commissioner presented the system's \$33 billion capital improvement plan to the Board, noting that the agency believed that the agency was seeing favorable trends in terms of its capital commitment rate, describing the progress in moving from \$1.5 billion of annual capital investment to a \$3 billion level of investment. Executive Director Moray noted that \$3.8 billion of additions to the capital plan were approved during the year, including stormwater management investments in Brooklyn. The Commissioner proceeded to present a summary of DEP's success in managing water supply during the drought, and updated the Board on how the drought response impacted repair work on the Delaware Aqueduct, explaining that a new contract would be required and that construction was not expected to be completed until 2027.

Turning to the rate proposal, the Commissioner described the Fiscal Year 2025 to-date as a very successful year financially, due to DEP's efforts in working with customers on payment and to the inclusion of water and sewer arrears in City's lien sale, proceeding to present the Fiscal Year 2026 rate proposal as a 3.7% increase to the Board's rates. Ms. Moray presented data showing

that the cost of water and wastewater in the City remained lower than in other large peer cities and that the impact on a representative customer's bill would be in the range of \$43 per year.

Next, Executive Director Moray presented the system's proposed \$4.6 billion budget for Fiscal Year 2026, explaining the components of the budget to the Board, including DEP's operating and maintenance costs and the cost of debt service on outstanding water and wastewater bonds, providing some detail on some of the cost pressures on DEP's O&M budget. Member Shaw asked if there was any information about the impact of tariffs on DEP's expenses, with Ms. Moray explaining that DEP was undertaking an analysis of the potential impact of the tariffs on DEP's costs. David Womack from the Water Authority provided an update on some of the capital market trends in the municipal debt markets, noting that the system's water and wastewater bonds remained in demand by investors.

Executive Director Moray proceeded to present the proposed wholesale rates for Fiscal Year 2026, which included a proposed -1.6% decrease to the allowance quantity rate and a proposed 3.7% increase to the excess quantity on water above the allowance quantity.

Ms. Moray presented a summary of some of the financial risks which DEP was taking into account with respect to the utility's management, including inflation, Federal policymaking, and capital market trends. Commissioner Aggarwala added that reduced Federal support in the area of cybersecurity was another area that DEP was evaluating.

Turning to the system's accounts receivable, Executive Director Moray described some of the progress by DEP in working with customers to obtain payments for overdue water bills and to manage the system's overall receivables balance, assisted by the City's lien sale process, before proceeding to describe two of the proposed amendments to the Board's affordability programs, including a larger \$159 bill credit for the Board's small property owner program and a provision

that would ensure that all available budgeted affordability funds are allocated, whether to the small property owner program or to the Board' affordable rental apartment program.

Deputy Commissioner Kramer briefed the Board on some of the administrative changes to the policies of DEP and the Board, describing the higher reimbursement rates that under the proposed rules would be available under DEP's reimbursable metering program, and described proposed provisions designed to make the Board's leak forgiveness program and metered bill cap provisions more accessible, as well as modifications to the Board's theft of service provisions, including a 30-day cure period and proposed increase to the Board's denial of access fee, that would also be refundable under the proposed amendments. Executive Director Moray described the public hearing cycle scheduled to take place between May 27 and June 3, and the Board's next meeting scheduled to take place on June 6.

Adjournment

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned.

/S/
SECRETARY

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, pursuant to the Financing Agreement dated as of July 1, 1985, as amended, between the New York City Water Board (the “Board”), the New York City Municipal Water Finance Authority (the “Authority”), and the City of New York (the “City”), the Board is authorized to adopt an annual budget that includes expenses of the Authority and the City relating to the operation and maintenance of the City’s Water and Sewer System (the “System”) and expenses of the Board; and

WHEREAS, the Board has received certification from the Authority regarding the Authority's Budget for the fiscal year commencing July 1, 2025 (“Fiscal Year 2025”) reflecting Authority Expenses and estimated Aggregate Debt Service (as such terms are defined in the Authority's General Revenue Bond Resolution); and

WHEREAS, the Board has received certification from the Director of Management and Budget of the City regarding the amounts which the City reasonably anticipates it will expend during Fiscal Year 2026 in connection with the operation and maintenance of the System as described in paragraphs (a) through (e) of Section 8.1 of the Agreement of Lease dated as of July 1, 1985, as amended, between the Board and the City (the “Lease”), and the rental payment, if any, requested by the City for the fiscal year commencing July 1, 2025 pursuant to Section 8.2 of the Lease; and

WHEREAS, the Board has received certification from AECOM USA, Inc. and MDE, Inc., Co-Consulting Engineers, pursuant to Section 8.3(a)(ii) of the Lease to the effect that

amounts certified by the City for costs incurred or to be incurred in connection with paragraphs (a) and (b) of Section 8.1 of the Lease are reasonable and appropriate; and

WHEREAS, the Board has reviewed a proposed budget for the Board's own anticipated expenses for the fiscal year commencing July 1, 2025, and combined with the proposed expenses for the Authority and the City, the Board has prepared an annual budget for the upcoming fiscal year (the “Annual Budget”); and

WHEREAS, the Board has received certification from Amawalk Consulting Group, LLC (“Amawalk”), Rate Consultant to the Board, regarding forecasted cash flows and anticipated revenues for the fiscal year commencing July 1, 2025; and

WHEREAS, the Board has reviewed the Rate Consultant’s forecasted cash flows and the Board’s proposed Annual Budget for the fiscal year commencing July 1, 2025 and has determined that such provision for anticipated expenditures is reasonable and appropriate to enable the Board to exercise its powers and carry out its purposes in accordance with the New York City Municipal Water Finance Authority Act; it is therefore

RESOLVED, that the Annual Budget of the Board for the fiscal year commencing July 1, 2025, a copy of which is attached hereto, is hereby adopted.

**New York City Water Board
Annual Budget
June 6, 2025**

	Fiscal Year 2025 Outlook	Fiscal Year 2026 Adopted Budget
<u>City of New York</u>		
Operations, Maintenance, and Central Services ¹	\$1,958,200,000	\$2,057,900,000
True-up for Prior Year O&M Payments ¹	(\$74,000,000)	\$0
Rental Payment Pursuant to System Lease	\$288,900,000	\$304,219,128
Payments to City of New York	\$2,173,100,000	\$2,362,119,128
<u>Water Finance Authority</u>		
Debt Service	\$1,970,900,000	\$2,073,300,000
Water Authority Expense Budget	\$94,000,000	\$56,400,000
Funds for capital market activities and PAYGO	\$325,000,000	\$225,000,000
Target Balance for Next Year Roll-forward	\$1,850,000,000	\$1,715,000,000
Adjustments for Expense Offsets:		
Roll-forward of Prior Year Revenues	(\$1,850,000,000)	(\$1,850,000,000)
Investment Income	(\$43,400,000)	(\$37,300,000)
Releases of Cash from Escrows	\$0	\$0
Payments to NYC Water Finance Authority	\$2,346,500,000	\$2,182,400,000
Water Board Expense Budget	\$65,000,000	\$70,000,000
Expenses recoverable through utility revenues	\$4,584,600,000	\$4,614,519,128

Note 1: includes allocation of City shared costs for legal settlements and central functions, such as legal, accounting, and administrative functions, and additions to the O&M Reserve Fund

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, the Board is authorized pursuant to Sections 1045-g(4) and 1045-j of the New York City Municipal Water Finance Authority Act (the “Act”) to establish fees, rates, rents or other charges for the use of, or services furnished, rendered or made available by the water and wastewater system of the City of New York (the “City”); and

WHEREAS, in accordance with the public hearing requirements described in Sections 1045-j (3) and 1045-j(9a) of the Act, (i) public hearings were held in the boroughs of Staten Island, Brooklyn, Queens, the Bronx, and Manhattan on May 27, 28, 29, and June 2 and 3, 2025 respectively, (ii) the public was given an opportunity at the hearings to present testimony to members and officers of the Board, as well as to the general public, (iii) the public was also provided the opportunity to email, mail, or otherwise communicate testimony to the Board pursuant to the information provided in the public notices of the hearings which were first published on May 6, 2025, and (iv) a transcript of the hearings and all written statements submitted by June 4, 2025 have been received and reviewed by the Board; and

WHEREAS, in accordance with certifications received from (i) the New York City Municipal Water Finance Authority (the “Authority”) with respect to the Authority's annual budget for the fiscal year commencing July 1, 2025 (“FY 2026”), (ii) the City with respect to (a) the amounts which the City reasonably anticipates it will expend during FY 2026 in connection with the operation and maintenance of the water and sewer system and (b) rental payments, if any, requested by the City from the Board, (iii) AECOM USA, Inc. and MDE, Inc., Co-Consulting Engineers, with respect to the reasonableness of the City's certification of certain

expenses, and (iv) Amawalk Consulting Group, LLC, Rate Consultant to the Board, regarding forecasted cash flows and anticipated revenues for FY 2026, the Board has on this day adopted its annual budget for FY 2026; and

WHEREAS, based on the requirements set forth in the Board's annual budget for FY 2026 and the testimony and statements submitted at the aforementioned public hearings, the Board has determined that the rates for all customers will increase by 3.7% compared to those rates described in the Rate Schedule for Fiscal Year 2025; and

WHEREAS, the Board has further determined the reasonableness of the proposal recommended by staff to (1) not administer a surcharge for Fiscal Year 2026 to the bills issued to accounts enrolled in the Multi-Family Conservation Program (MCP) that have not yet established administrative compliance with the Program's requirements, (2) continue the Home Water Assistance Program (HWAP) at a program size of up to 96,000 potential bill credit recipients, and to allow the program to issue a \$159 bill credit to qualifying one, two, three, or four residential unit properties, based on the program criteria of the property in question receiving at least one of three property tax credits from the New York City Department of Finance, including a Senior Citizen Homeowners' Exemption (SCHE), a Disabled Homeowners' Exemption (DHE), including Physically Disabled Crime Victims, or a Veteran's Exemption, or otherwise having a City Finance Department-verified income of less than \$50,000, and (3) continue the Multi-Family Water Assistance Program (MWAP) at a program size of up to 65,000 affordable apartment units to receive a bill credit of \$250 per qualifying apartment unit, as each such proposal is set forth in the proposed Water and Wastewater Rate Schedule Effective July 1, 2025, it is therefore

RESOLVED, that the proposed Water and Wastewater Rate Schedule Effective July 1, 2025, as well as the new or modified billing policies and programs as described above, are hereby approved.

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, the Board is authorized pursuant to Section 1045-g(4) and 1045-j of the New York City Municipal Water Finance Authority Act to establish rates and charges for services furnished by the Water System of the City of New York (the “City”); and

WHEREAS, pursuant to the Water Supply Act of 1905 as set forth in Section 24-360 of the Administrative Code of the City of New York, the City is required, upon request, to furnish a supply of water to certain municipalities and water districts north of the City at a rate determined on the basis of the total cost of the water to the City (the “Regulated Rate”) in quantities not to exceed the daily per capita consumption in the City multiplied by the number of inhabitants in each municipality or water district as documented by the final release of Federal decennial census statistics, or other population measure as may be satisfactory to the Department of Environmental Protection (the “Allowance Quantities”); and

WHEREAS, those same certain municipalities and water districts north of the City may purchase a supply of water in excess of the amounts authorized under the calculation of the Allowance Quantity, at a separate rate of charge applicable solely to the quantities of water sold in excess of the amounts authorized under the Allowance Quantity calculation (“the Excess Rate”); and

WHEREAS, the proposal to the Board for the Regulated Rate is to decrease the rate to an amount of \$2,228.45 per million gallons; and

WHEREAS, the proposal to the Board for the Excess Rate is to increase the rate to an amount of \$6,599.82 per million gallons; and

WHEREAS, in accord with the public hearing requirements of Section 1045 of the Act, (i) the Board held a public hearing in Westchester County on May 30, 2025, (ii) the public was provided with an opportunity at the public hearing to present testimony to members and officers of the Board and the general public, (iii) the public was provided with the opportunity to email, mail, or otherwise communicate testimony to the Board pursuant to the information provided in the public notice of the hearings, and a transcript of the hearings, and (iv) all written statements submitted by June 4, 2025 have been received and reviewed by the Board, it is therefore

RESOLVED, that effective July 1, 2025, the Regulated Rate shall be charged in an amount equal to \$2,228.45 per million gallons, and the Excess Rate shall be charged in an amount equal to \$6,599.82 per million gallons, for water provided to wholesale customers north of the City.

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, the Board is authorized pursuant to Sections 1045-g(4) and 1045-j of the New York City Municipal Water Finance Authority Act (the “Act”) to establish fees, rates, rents or other charges for the use of, or services furnished, rendered or made available by the water and wastewater system of the City of New York (the “City”); and

WHEREAS, in accordance with the public hearing requirements described in Sections 1045-j (3) and 1045-j(9a) of the Act, (i) public hearings were held in the boroughs of Staten Island, Brooklyn, Queens, the Bronx, and Manhattan on May 27, 28, 29, and June 2 and 3, 2025 respectively, (ii) the public was given an opportunity at the hearings to present testimony to members and officers of the Board, as well as to the general public, (iii) the public was also provided the opportunity to email, mail, or otherwise communicate testimony to the Board pursuant to the information provided in the public notices of the hearings that were first published on May 6, 2025, and (iv) a transcript of the hearings and all written statements submitted by June 4, 2025 have been received and reviewed by the Board; and

WHEREAS, the Board has further determined that the proposal recommended by staff to amend the Board’s policies and reimbursement rates for the Reimbursable Metering Program, known as Regulation Number 1, as set forth in the attached Appendix A, is reasonable, it is therefore

RESOLVED, that the proposed amendments to the policies described in the Board’s Reimbursable Metering Program, Board Regulation Number 1, are hereby approved.

New York City Water Board

Regulation Number 1

Reimbursable Metering Program

Effective: September 20, 1988, as subsequently amended through this current Amendment effective July 1, 2025.

Statement of Basis and Purpose

The regulation is authorized by Sections 1045-g(3), 1045-g(4), 1045-g(17), and 1045-j(1) of the New York Public Authorities Law, which generally provide that the New York City Water Board (the “Board”) may adopt rules and regulations to establish, fix and revise, from time to time, fees, rates, rents or other charges for the use of, or services furnished, rendered or made available by, the sewerage system or water system, or both.

The Board has previously adopted, and subsequently extended, this Regulation No. 1 relating to reimbursement for meters installed by property owners under a private installation program (the “Reimbursable Metering Program”), whereby owners of unmetered properties and owners with outdated or malfunctioning water meters are allowed the opportunity to have their meters installed/replaced by licensed plumbers of their own choosing and to receive reimbursement from the Board for the costs incurred, generally in the form of a credit on the owner’s water and wastewater account.

This Regulation was initially adopted effective September 20, 1988, and has been subsequently amended, most recently before this current amendment, by Resolution of the Board, dated September 24, 2010. This current version of Regulation No. 1 was considered at public hearings held on May 27, 28, and 29, and June 2 and 3, 2025 and was approved by the Water Board on June 6, 2025. The amounts specified in the reimbursement schedule have generally been increased and are retroactive to July 1, 2024.

Section 1.

The Reimbursable Metering Program shall be governed by the procedures set forth in the NYC Department of Environmental Protection’s Reimbursable Metering Program Information Booklet. A copy of the Information Booklet is annexed hereto as Appendix A and made a part hereof.

Reimbursable Metering Program

Private Installation/Replacement of Water Meters

with Reimbursement

New York City Environmental Protection

Bureau of Customer Services

July ~~25, 2024~~, 2025

~~(Please discard earlier editions)~~



REIMBURSABLE METERING PROGRAM OVERVIEW

All NYC properties with water service lines must also have a water meter attached that is properly functioning. Water meters measure how much water is used at your property and they are owned and maintained by the NYC Department of Environmental Protection (DEP).

Water Meter Installations / Replacements

To have DEP install a new water meter or replace or repair a water meter at your property, call (718) 595-7000.

Some property owners choose to use their own NYC licensed master plumbers to install or replace their water meters. Although rare, some property owners may be directed to hire a NYC licensed master plumber if DEP cannot perform necessary meter installation or replacement work due to issues with a property's water service line.

If a licensed master plumber installs a new water meter or replaces a water meter at your property, you may be eligible for reimbursement through DEP's Reimbursable Metering Program (RMP).

For water/wastewater billing assistance, call (718) 595-7000 during normal business hours.

What to Do and Submit to Obtain a Reimbursement

1. The "Property Owner's Certification and Application for Reimbursement" must be submitted to a DEP Bureau of Customer Services Borough Office (a "Borough Office") by the NYC Licensed Master Plumber ("NYC Licensed Plumber") along with the permit application.
2. The NYC Licensed Plumber or property owner must return the original ~~completed meter~~ completed meter permit and a final reading for the old meter in the case of meter replacements/repairs to a Borough Office within ~~fifteen (15)~~ ten (10) business days. ~~The property~~ The property owner is responsible for ensuring that ~~his/her~~ their NYC Licensed Plumber performs this task.
3. The NYC Licensed Plumber must complete and sign the "Itemized Bill for Reimbursement" and the property owner must complete and sign the "~~Property Owner's~~ Property Owner's Affidavit of Work Completed" forms included in the Reimbursable Metering ~~booklet~~ Booklet and submit them within 30 days of completion of the meter installation work.
4. As soon as the meter work is completed, the property owner or ~~his/her~~ their agent must contact the Borough Office (phone numbers on page 9) and schedule an inspection to be held within 45 days. ~~The An~~ An Automated Meter Reading ("AMR") ~~Meter Transmission Unit~~ ("MTU") device will be installed during this inspection. If the NYC Licensed Plumber must perform any corrective work, the property owner must contact DEP when the work is completed for a confirmatory inspection.

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A. Glossary and Acronyms

AMR Device: Automated Meter Reading Device, the meter-reading radio transmitter wired to a water meter used to send reads automatically to DEP. Also known as a “Meter Transmission Unit” or “MTU”.

BCS: Bureau of Customer Services

Branch Meter: A meter for an individual, usually commercial, tenant, which is billed by DEP. Also called “business portion” (BP) meter.

Completed Permit: A meter permit returned to DEP within a required time period that includes the meter manufacturer/model, size, type, serial number, installation date and manufacturer test document for the new meter and the final reading for the old meter (for replacement or eligible repair). The permit is signed/sealed by the Licensed Plumber.

DEP: New York City Department of Environmental Protection

Domestic Water Service: Water piping associated with all water uses except fire protection. Compare with: Fire Service Meter

EP Meter: A meter used by DEP for billing an entire premises, located at the point where the water service enters the property. Sometimes called a “master meter”.

Electromagnetic or Electronic Meter: A water meter with no moving parts that operates on “Faraday’s Principle”.

Fire Service Meter: A heavy-duty water meter used on combined services of 3” and larger serving both domestic needs and sprinkler or other fire protection systems.

Local Law 53/1985: Requires the installation of a water meter as part of major building renovation projects or new construction

NYC Licensed Plumber: A plumber licensed by the City of New York.

Meter Repair: The complete replacement of the measuring element and register of an approved turbine, single-jet or other meter approved by DEP as qualified for repair.

~~**MTU:** Meter Transmitter Unit, the meter-reading radio transmitter wired to a water meter used to send reads for Automated Meter Reading.~~

Pit Meter: A water meter installed in an outside pit. Does not include a meter installed in an indentation in the concrete in a basement or garage.

RCNY Title 15 Chapter 20: Rules of the City of New York; “Rules and Regulations Governing and Restricting the Use and Supply of Water”.

RMP: Reimbursable Metering Program

Submeters: Owner meters for tenants or for specific end uses (e.g., cooling towers).

B. Changes in this edition

~~A definition for “Meter Repair” and a separate~~Rates in the Meter Repair Reimbursement Schedule have been ~~added~~increased and are applicable retroactively to July 1, 2024.

DEP staff names have been updated and minor copy editing has been performed. All original documents should be submitted to the respective Borough Office. Copies are submitted to the RMP Unit at Lefrak (page 7)

~~The “Guidelines and Requirements for Individual Metering of Condominiums up through Six Stories Tall” has been added as an Appendix.~~

C. What is the RMP?

Private meter installation with reimbursement is designed to provide property owners the opportunity to have their water meters installed or replaced by a NYC Licensed Plumber of their own choosing and to be reimbursed, at least in part, with the exception of ~~new or~~new or renovated construction. DEP also has contractors available to perform this work, unless the property has received a “meter refusal” surcharge for failing to meter an unmetered property.

Meter replacement/installation reimbursements are available only for meters used directly by DEP for billing. New construction, meters installed under the requirements of Local Law 53/1985 (major renovations), submeters or branch meters, bypass meters on backflow devices, meters for a specific end use (e.g., cooling towers or other end uses that qualify for a wastewater allowance or exemption), meters removed illegally or without a permit, and meters installed primarily to qualify for billing programs *do not qualify*.

If you choose to have your own NYC Licensed Plumber meter your building, any reimbursement received will be in the form of a credit on your property’s DEP account. ~~Once~~After the credit is ~~applied to posted, it will automatically apply to~~ your ~~property’s~~next water ~~and~~ wastewater ~~account, bill.~~ If you, the owner, can apply prefer to have a refund check issued to you, ~~net of less~~ any water or wastewater debts owed ~~and in accordance with Water Board regulations, you may submit a request through My DEP Account or call 718-595-7000 for a refund application form.~~ Any such refund check will only be made out to the property owner listed on the DEP account. ~~If the account is currently in the name, “Owner/Occupant”, the owner must submit a Customer-Registration Form placing the owner’s name on the account before a refund check can be issued.~~ Reimbursement is for the cost of the meter and the pipe work necessary for its installation only, up to a maximum reimbursement amount as stated in the Reimbursement Schedules in this booklet. The cost of any other work required to correct deficiencies or improve a building’s piping is not included.

Please see pages 11-14 for the Reimbursement Schedule and maximum reimbursement amounts. It is the property owner’s responsibility to ensure that the NYC Licensed Plumber has submitted all required documentation to DEP.

D. What Properties Qualify for RMP Installation of Original Meters?

Your property must be residential, mixed-use, or an exempt property and:

- Currently unmetered and receiving frontage or Multiple-family Conservation Program (MCP) billing, or,
- A Homeowner's Association (HOA) or condominium up through six stories that is currently master metered and wishes to install individual DEP meters for each dwelling unit. The HOA or condominium must have separate tax lots and water/wastewater accounts for each unit.

All of the domestic service lines on your property must be metered, regardless of size. You will be reimbursed for new meter installations that match the requirements herein.

Owners of 1-3 family properties other than HOAs or condominiums must complete and submit a "Customer Certification Statement" to DEP. This form can be found towards the back of this booklet. The NYC Licensed Plumber must not proceed with the work on such a 1-3 family property until the customer has signed this document. The property owner should not sign any contract with a NYC Licensed Plumber nor make any payment until the property owner reads, understands, and signs and signs the "Customer Certification."

HOAs or Condominiums through Six Stories (Not Co-ops):

Please review the complete Guidelines and Requirements incorporated herein as an Appendix.

A DEP Inspector needs to confirm that each condominium or HOA dwelling unit has its own domestic hot water heating and space heating systems.

Currently unmetered: For HOAs or low-rise condominiums where there is a single water supply pipe for each dwelling unit, each unit has its own domestic hot water and space heating systems, and each unit has sufficient room to install a 3/4" or 1" meter under DEP's specifications and regulations, each dwelling unit shall be individually metered. If no dwelling units have single domestic water service entry points, each structure (cluster of attached units) shall be metered. The HOA or condominium governing body may decide to install one meter for each structure as an alternative to individual metering in cases where some of the dwelling units in a structure cannot be individually metered.

Currently master metered: If the HOA or condominium structure currently has a master meter and domestic hot water and space heating systems in each unit, the HOA or condominium may install individual meters for each dwelling unit under the RMP, provided that all of the owners in each affected structure or cluster agree to be individually metered and the HOA or condominium enacts necessary bylaw changes. A "Guidelines and Requirements" document for such properties is provided at the end of this booklet. In all cases, additional piping work and any general construction work (e.g., sheetrock, carpentry, moving appliances, etc.) required for meter installation shall not be included in the reimbursement. No reimbursements will be provided to any owner until all residential units furnish proof of having a meter installed and all bills on the master meter have been paid. Owners and Licensed Plumbers are advised to contact the DEP Reimbursable Metering Unit before proceeding with such a project.

E. What Properties Qualify for RMP Replacement of Existing Meters?

A reimbursement will be provided for the replacement of a meter in any building class that DEP would otherwise replace itself using its Contractors or Inspection staff. These include: inoperable meters of any age, meters 1½” or larger more than seven (7) years old, or a meter smaller than 1½” that is more than 10 years old. Additional qualification requirements are noted above in Section C. If the existing installation does not meet current installation regulations as described by RCNY Title 15 Chapter 20 and the List of Approved Water Meters, the replacement must be brought up to specifications, and for turbine meters, a meter manufacturer’s strainer and test tee or faucet must be installed. Separate reimbursement amounts are provided for replacement of the meter and for the replacement or installation of any required strainer for a turbine meter if a strainer is not already present. Additionally, an MTUAMR device meeting DEP standards must be installed by DEP.

The NYC Licensed Plumber must report the final reading from the old meter on the completed permit.

F. Application and Process Steps

1. The owner of an unmetered residential property decides to install a water meter(s) for the property on his/hert own or the owner of any type of property decides to replace a meter that meets the criteria listed in Section E, above. The owner calls one or more NYC Licensed Plumbers to obtain bids for the work. The NYC Licensed Plumber should survey the property and provide the owner with a cost proposal. Owners are cautioned against taking bids from contractors who have not surveyed the property and are also cautioned that there is always the possibility that possibility that complications will result in costs which were not included in the estimate. The NYC Licensed Plumber should clearly indicate to the customer any cost that exceeds the DEP reimbursement or costs that are not covered by the DEP reimbursement, which the owner will have to pay. The owner should also ask the NYC Licensed Plumber about insurance coverage and the length of their warranty on labor. For information, DEP’s contractors provide the City with a one-year warranty on labor, starting on the date DEP inspects and approves an installation. DEP will not assume maintenance responsibility for an RMP meter until one year after successful inspection of the meter installation. An owner should not sign any contract or agree to any cost proposal from a NYC Licensed Plumber unless the plumber has surveyed the property, provided a detailed cost proposal, and indicated any costs above the reimbursement amount. If it is a 1-3 family property, the customer must also read and sign the "Customer Certification Statement" for submission to DEP.
2. The owner completes the “Property Owner’s Certification and Application for the RMP”, and the NYC Licensed Plumber submits such form with a meter permit application at a Borough Office, which issues the permit. Meter permits are required for original and replacement meter installations and repairs. A “break seal” permit is required for the replacement of a meter register. The NYC Licensed Plumber should make sure that the clerk at the Borough Office stamps Office stamps the permit “Reimbursable Metering,” but a failure by DEP staff to do this shall not disqualify an application. In the case of outdoor pit meter installations, DEP must pre-inspect the site to confirm that an outdoor pit meter installation is appropriate, or the owner risks the possibility that DEP will only approve reimbursement

for an indoor installation.

3. The NYC Licensed Plumber installs the meter and the associated equipment, valves, and fittings, and then submits the following documents to the Borough Office ~~and to the “Reimbursable Metering Unit” at DEP’s Lefrak Office:~~

- a. **The original completed permit must be submitted to a Borough Office within 10 business days of the meter installation or replacement, preferably the Borough Office where the work was performed.** Borough Office addresses are listed on page 9.

- b. **The following documents must be submitted to a Borough Office within 30 calendar days of the meter work.** Borough Office addresses are listed on page 9.

- “Property Owner’s Certification and Application for RMP”
- “Itemized Bill for Reimbursement” (original)
- “Owner’s Affidavit of Work Completed” (original)
- “Customer Certification” (original) (for 1-3 family properties only)

- e. ~~**The following documents must be submitted to the “Reimbursable Metering Program Unit” within 30 calendar days of the meter work.** Such submission should be directed to: James Gallagher, DEP BCS Metering/Conservation Unit, 96-05 Horace Harding Expressway, 1st Floor, Corona, NY 11368-4100.~~

- ~~Completed Permit (copy)~~
- ~~“Property Owner’s Certification and Application for RMP” (copy)~~
- ~~“Itemized Bill for Reimbursement” (copy)~~
- ~~“Owner’s Affidavit of Work Completed” (copy)~~
- ~~“Customer Application and Certification” (copy) (for 1-3 family properties only)~~
- ~~“Refund and Transfer Form” (copy) (only required if you wish to receive a refund check instead of leaving the credit on your water/wastewater account)~~

~~Mixing up which office receives copies and which receives originals, as long as one office receives the originals, will not be a basis for rejection.~~

4. DEP reserves the right to inspect each completed installation; therefore, as soon as the meter work is completed and the permit is returned to a Borough Office, the property owner must contact that Borough Office to schedule an inspection that must occur within 45 days of the completion of the meter work. Failure to schedule and/or keep this appointment will disqualify the work from RMP reimbursement. DEP will install and/or program the MTUAMR device during that inspection. To note, the NYC Licensed Plumber is responsible for the meter installation’s compliance with all codes and regulations. DEP will not be responsible for any additional installation costs resulting from errors in the Licensed Plumber’s original work.

Upon submission of the completed permit, the Borough Office will attribute the meter to the building’s water/wastewater account.

5. Once the meter has been attributed to the property's account and the work has passed Borough Office inspection, DEP's Reimbursable Metering Unit will apply a credit to the property's water/wastewater account to reimburse the owner for the meter installation costs.

~~At this point, if the owner has submitted a "Refund and Transfer Form" to DEP and the credit will not be consumed by bills within a period of time established by Water Board rules, DEP's Refund Unit will process a refund check for the net reimbursement credit on the water/wastewater account. The refund check will be payable to the party listed in the water/wastewater account for the property. The check will not be made out to anyone else. Any monies owed to the Water Board for unpaid water/wastewater charges will automatically be deducted from the credit before a check is issued.~~

G. Potential Problems with RMP Projects

~~The following problems are the common sources of delay for reimbursements and approvals:~~

- ~~6. After the credit is posted, it will automatically apply to your next water and wastewater bill. If you prefer to have a refund check issued to you less any water or wastewater debts owed, you may submit a request through My DEP Account or call 718-595-7000 for a refund application form. Any such refund check will only be made out to the property owner listed on the DEP account.~~

G. Common Sources of Delays for Reimbursements and Approvals

1. The NYC Licensed Plumber fails to return the completed **sealed** permit to the Borough Office from which it was issued or fails to include the meter number, final reading for the old meter, new meter make/models, or the set date of the new meter on the permit. Neither can the meter be set up on the water/wastewater account, nor can an inspection be scheduled until the sealed permit is properly returned. **The permit must be returned within ten business ~~days~~ **days of completion of the work or the NYC Licensed Plumber will be issued a Notice of Violation.****
2. The NYC Licensed Plumber fails to install wires from the meter register to the exterior of ~~the building~~ the building properly so that DEP can install the MTU/AMR device.
3. The NYC Licensed Plumber fails to drill holes in the flanges for seal wire (1½" and larger).
- ~~4. The owner or NYC Licensed Plumber fails to send documents to **both** the Borough Office and RMP Unit.~~
- ~~5.4.~~ Documents are mailed to a general DEP address, instead of a specific ~~person or~~ unit.
- ~~6.5.~~ The NYC Licensed Plumber charges the customer sales tax. Meter installations are **not** subject to sales tax for the customer.
- ~~7. The Refund Application is not signed and dated.~~
- ~~8. The customer submits a refund application form for refunds other than the meter installation~~

~~or replacement form. Doing this will slow the refund process.~~

9.6. The reimbursement is requested for a meter that was illegally removed or for a meter that is being replaced only because the owner has increased the size of the water service. Neither of these replacements is eligible for the RMP, unless the water service is being replaced with a larger service *and the original meter was not operating properly*; if the original meter was not operating properly and the water service is replaced with a larger service, reimbursement for the original meter size can be issued.

H. Important Notification to Licensed Plumbers

DEP maintains a log of inspection failures or other repeated problems and will make a list of

Licensed Plumbers with chronic work problems that will be made available to the public on request. The following problems will be logged:

- Installing a pit meter when an indoor meter installation was appropriate or telling a customer that an indoor installation will lead to a reimbursement for an outdoor pit meter
- Poor work quality or installation work that violates Codes or DEP specifications
- Failure to return permits to the Borough Office or furnishing incorrect information on permits
- Failure to submit reimbursement forms in a timely manner, resulting in a delay in the customer receiving ~~his/her~~their bill credit
- Misleading or false advertising, including anyone other than a plumbing company advertising plumbing services, offering unsecured guarantees of savings, or making other claims that are not consistent with RMP rules or procedures
- Failure by the NYC Licensed Plumber to provide a labor warranty of at least one year from ~~the date~~the date of DEP acceptance

I. Sources of Additional Information

The following documents are available at DEP's website, nyc.gov/dep, at the following link: <https://www.nyc.gov/site/dep/pay-my-bills/resources-for-property-managers.page>.

- "List of Approved Meters and Related Equipment"
- "RCNY Title 15 Chapter 20"

Meter Technical Issues (Meter and Installation Specifications)

Chief Inspector, Meter Test Facility: (718) 326-8383

Chief Inspector, Manhattan Office: (212) 643-2205

Chief Inspector, Bronx Office: (718) 466-8441

Chief Inspector, Brooklyn Office: (718) 923-2603

Chief Inspector, Queens Office: (718) 595-4592

Chief Inspector, Staten Island: (718) 876-6807

Reimbursement Metering Program (General Non-Technical Questions)

Sharandeo Singh: (718) 595-4695; email: shsingh@dep.nyc.gov

Mailing Address:

DEP BCS Account Maintenance Unit

59-17 Junction Blvd, 7th Floor
Elmhurst NY 11373-9055

Bureau of Customer Services Borough Offices

Manhattan: 55 West 125th Street - 9th Floor, 10027
Bronx: 1932 Arthur Avenue – 6th Floor, 10457-6374
Brooklyn: ~~250 Livingston~~ 345 Adams Street - ~~8th~~ 9th
Floor 11201-~~5808~~ 3739 Queens: 59-17 Junction Blvd – 9th
Floor, 11373 Staten Island: 60 Bay Street – 6th Floor,
10301-2514

Permit Issues

Manhattan Permit Supervisor: (212) 643-~~2209~~ 2201
Bronx Permit Supervisor: (718) 466-~~8460~~ 8481
Brooklyn Permit Supervisor: (718) 923-~~2643~~ 2601
Queens Permit Supervisor: (718) 595-~~5292~~ 4595
Staten Island Permit Supervisor: (718) 876-~~6831~~

Refund Unit

~~Supervisor: (718) 595-7335~~
6802

J. Reimbursable Metering Reimbursement Schedule (1)

New Residential Meters for Unmetered Properties Only

Effective for Permits Returned After ~~November~~July 1, 20102024

Type and Size of Meter	Scheduled Reimbursement
Displacement Meters	
5/8" or 3/4"	\$1, 000 <u>550</u>
1"	\$1, 100 <u>700</u>
1.5"	\$1, 500 <u>2,325</u>
2"	Use Single-jet or Electromagnetic meter
Turbine Meters	
1.5"	\$1, 800 <u>2,775</u>
2"	\$2, 500 <u>3,875</u>
3"	\$4, 000 <u>6,175</u>
4"	\$ 58 ,500
6"	\$8, 000 <u>12,350</u>
8"	\$15, 000 <u>23,175</u>
10"	\$20, 000 <u>30,900</u>
12"	\$23, 000 <u>35,550</u>
Electromagnetic Meters	
2"	\$3, 000 <u>4,625</u>
3"	\$4, 000 <u>6,175</u>
4"	\$5, 000 <u>7,725</u>
6"	\$7, 500 <u>11,600</u>
8"	\$13, 000 <u>20,100</u>
10"	\$20, 000 <u>30,900</u>
12"	\$23, 000 <u>35,550</u>
Single-Jet Meters	
3/4"	\$1, 000 <u>550</u>
1"	\$1, 300 <u>2,000</u>
1½"	\$1, 800 <u>2,775</u>
2"	\$2, 600 <u>4,025</u>
3"	\$3, 500 <u>5,400</u>
4"	\$5, 000 <u>7,725</u>
6"	\$7, 500 <u>11,600</u>

REIMBURSABLE METERING REIMBURSEMENT SCHEDULE (1) New Residential Outdoor Pit Meters For Unmetered Properties Only Effective for Permits Returned After November <u>July 1, 2010</u> <u>2024</u>	
Displacement Meters Installed in Outside Pits (See Note 2)	
3/4"	\$3,000 <u>4,625</u>
1"	\$3,500 <u>5,400</u>
1-1/2"	\$4,000 <u>6,175</u>
2"	\$4,500 <u>6,950</u>
Turbine or Electromagnetic Meters Installed in Pits (See Note 2)	
2"	\$11,800 <u>18,225</u>
3"	\$12,575 <u>19,425</u>
4"	\$13,575 <u>20,975</u>
6"	\$20,100 <u>31,050</u>
Single-Jet or Electromagnetic Meters Installed in Pits (See Note 2)	
2"	\$12,370 <u>19,125</u>
3"	\$13,600 <u>21,025</u>
4"	\$15,130 <u>23,375</u>
6"	\$21,975 <u>33,950</u>
All Other Meters Installed in Pits or in Above-Ground Enclosures (See Note 2)	
Over 6" in Outdoor Vault, Any Size in Above-Ground Enclosure	Individually negotiated

REIMBURSABLE METERING REIMBURSEMENT SCHEDULE
Replacement Meters Only
Effective for Permits Returned After ~~November~~ July 1, 2010 2024

Replacement of Displacement Meters	
5/8"	\$700 <u>1,075</u>
3/4"	\$820 <u>1,275</u>
1"	\$850 <u>1,325</u>
1.5"	\$1,500 <u>2,325</u>
2" with 2" Single-Jet	\$1,700 <u>2,625</u>
Replacement of Small Single-Jet Meters	
3/4"	\$820 <u>1,275</u>
1"	\$850 <u>1,325</u>
1.5"	\$1,500 <u>2,325</u>
Replacement of Turbine Meters with Turbine or Electromagnetic Meters	
Replacement of 1.5" - 3"	\$2,000 <u>3,100</u>
4"	\$2,900 <u>4,475</u>
6"	\$4,000 <u>6,175</u>
8"	\$6,000 <u>9,275</u>
10"/12"	\$10,000 <u>15,450</u>
16"	\$13,000 <u>20,100</u>
Replacement of Compound, Single-Jet or Electromagnetic Meters with Single-Jet, Sensus OMNI C2 or Electromagnetic Meters (See Note 7)	
2"/3"	\$2,600 <u>4,025</u>
4"	\$3,500 <u>5,400</u>
6"	\$7,000 <u>10,825</u>
8"	\$8,000 <u>12,350</u>
Replacement of Fire Service Meter with New Fire Service Meter (Combined Services Only where one Fire Service Meter covers the entire service)	
3"	\$8,000 <u>12,350</u>
4"	\$8,500 <u>13,125</u>
6"	\$10,000 <u>15,450</u>
8"	\$12,000 <u>18,550</u>
10"	\$15,000 <u>23,175</u>
12"	\$20,000 <u>30,900</u>

Replacement of Hot Water Meters (See Note 8)	
¾"	\$ <u>8001,225</u>
1"	\$ <u>8501,325</u>
1½"	\$ <u>1,5002,325</u>
2"	\$ <u>1,7002,625</u>

REIMBURSABLE METERING REIMBURSEMENT SCHEDULE	
Meters Repairs Only	
Effective for Permits Returned After November <u>July 1, 2010</u> <u>2024</u>	
Rebuild of Turbine or Single-Jet Meters (See Note 11)	
1.5" – 3"	\$ <u>7001,075</u>
4"	\$ <u>1,000550</u>
6" – 8"	\$ <u>1,5002,325</u>
10" – 12"	\$ <u>3,0004,625</u>
Furnishing and Installing Strainers (only where existing turbine meter lacks a strainer)	
3"	\$ <u>520800</u>
4"	\$ <u>6601,025</u>
6"	\$ <u>8901,375</u>
8"	\$ <u>1,2902,000</u>
10"	\$ <u>1,6602,575</u>
12"	\$ <u>1,8702,900</u>
Replacement of Meter Register Head(s) Only	
Displacement Meters, Turbine Meters, Single-Jet Meters	\$ <u>150225</u> (Displacement or horizontal turbine), \$ <u>300475</u> (Metron-Farnier Hawkeye to Innov8), \$ <u>1,000550</u> (Sensus OMNI)

K. Notes, Terms, and Conditions

1. Reimbursement amounts shown are for the cost of the meter, fittings, and pipe work necessary for its installation and/or replacement *only*. Except for the installation of a strainer in meter replacement projects, the cost of any other work that may be necessary to correct deficiencies or improve a building's piping or general construction work is not included in the scheduled amounts and will not be reimbursed. The reimbursement will be equal to the scheduled amount for each size and type of meter installed or the actual amount paid to a plumber, whichever is less. The NYC Licensed Plumber shall provide the owner with a one-year warranty on labor.

2. Meters installed in outdoor pits are only allowed for locations when a meter location indoors is not possible as determined and approved in writing by DEP. Failure to have DEP pre-inspect possible outdoor pit meter locations exposes the owner to the possibility that DEP will determine that an indoor installation could have been performed and that only reimbursement for an indoor installation will be provided. Outdoor pit installations are generally limited to a) homes that have finished basements where the water service enters the home and b) confined locations where neither a positive displacement nor a single-jet meter can be installed indoors. The reimbursement amounts indicated above include the cost of the meter, all required appurtenances, and the meter pit itself, which must conform to the DEP's regulations and specifications for meter pit installations that are contained in the "List of Approved Water Meters and Related Equipment with Typical Water Meter Setting Details". The "pit meter" reimbursement amounts apply only to pits dug outside. They do not apply to the expansion of concrete pits inside a basement, garage, or home.
3. All work must comply with the most recent version of "Rules and Regulations Governing and Restricting the Use and Supply of Water" (Rules of the City of New York, Title 15, Chapter 20) and DEP's "List of Approved Water Meters and Related Equipment".
4. As noted in Section C, the following meters and applications do not qualify for reimbursement: new construction meters required to comply with Local Law 53/1985 (substantial renovations or new construction), fire service meters on dedicated fire services, submeters of any kind, meters for an end use which may qualify for a wastewater allowance or billing program under the Water and Wastewater Rate Schedule, or the replacement of meters that were removed illegally.
5. The NYC Licensed Plumber and applicant shall follow the specific application ~~procedures described~~ procedures described in the Department's ~~booklet~~ Booklet, "Reimbursable Metering Program".
6. The reimbursement for strainers applies only if the existing meter lacks a strainer. The NYC Licensed Plumber must submit photos of the "before" and "after" conditions.
7. Existing compound meters must be replaced with single-jet, advanced turbine (Sensus OMNI C2 or T2), or electromagnetic meters. Turbine meters will generally be replaced with either another approved turbine meter or an electromagnetic meter. A single-jet meter may be used to replace a turbine only if the maximum flow rate (in gallons per minute) on any building house pump does not exceed the maximum continuous flow rate for the meter. This must be reviewed and approved by the BCS Bureau Engineer.
8. Please refer to the Approved Meter List for circumstances under which hot water meters will be replaced with reimbursement. Only large consumers of hot water within flat-rate accounts will be considered.
9. This reimbursement schedule shall supersede all previous reimbursement schedules for permit applications submitted after the effective date.
10. DEP reserves the right to photograph installations.

11. Reimbursement for meter repairs shall be limited to those manufacturers that offer complete replacement measuring element kits for their products. A “repair” shall include replacement of the register head(s), measuring element(s), seals, gaskets, strainer basket, and any other additional parts included in the manufacturer’s “kit”. The completed permit must include a final reading from the old meter. “Repair” does not include conversion of a meter with mechanical or other non-magnetic couplings to modern functionality. Meters of such age must be replaced. Meter Repairs do not involve any repairs other than those specified here.



**Environmental
Protection**

**PROPERTY OWNER'S CERTIFICATION AND APPLICATION FOR
REIMBURSEMENT**

Reimbursable Metering Program

I certify that I am the property owner or the HPD-registered managing agent of a multiple dwelling, that I have obtained a current copy of DEP's Reimbursable Metering Program ~~booklet~~**Booklet** and that I understand the requirements and my obligations for obtaining a reimbursement for the metering work.

Print Name: _____

Property Address: _____

Borough: _____ Block: _____ Lot: _____

Signature: _____ Date: _____

Notary:



ITEMIZED BILL FOR REIMBURSEMENT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CUSTOMER SERVICES

Billed to: _____

Address: _____

Meter Location: _____

Boro: _____ Block: _____ Lot: _____

Meter Set Date: _____ Meter Serial No. _____

Size: _____ Meter Type (circle): Displ. Turbine Single-Jet Electromagnetic

Old Meter No. _____ Final Reading: _____

(For replacements/repairs)

Reimbursable Material Used:

List of Items Used	Quantity	Cost
TOTAL MATERIAL COST	\$	
TOTAL LABOR COST	\$	
TOTAL INSTALLED COST	\$	

NOTE: METER INSTALLATIONS ARE SALES TAX EXEMPT

Plumber Information:

Name (Print): _____ Signature: _____

License No. _____ Permit No. _____



**Environmental
Protection**

**PROPERTY OWNER’S AFFIDAVIT OF WORK COMPLETED
REIMBURSABLE METERING PROGRAM
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CUSTOMER SERVICES**

I, _____ do hereby certify that the attached
Itemized Bill for Reimbursement accurately reflects the cost of and amount paid for the meter
installation/replacement at the property designated on the City Tax Map as

Borough _____ Block _____, Lot _____,

(Property Address _____)

Owner’s Signature

Date: _____

Sworn to before this _____ day

of _____, 20 _____.

Notary Public



Environmental Protection

CUSTOMER CERTIFICATION REIMBURSABLE METERING PROGRAM

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF CUSTOMER SERVICES

(Required for all 1-3 family installations, except multifamily homeowner associations or condominiums)

PLEASE TYPE OR PRINT

Owner's Name:		
Installation Address:		
City:	State:	Zip Code:
Mailing Address (if different):		
City:	State:	Zip Code:
Account Number (from Water/Wastewater Bill):		
Borough:	Block:	Lot:
Home Phone:()	Business Phone:()	

Customer Certification

~~1.~~ I certify that I am the owner of the above-referenced property and have the legal authority to enter into a contract with a New York City-NYC Licensed Plumber to install or replace a water

~~2.~~1. meter at this property. I certify that I have read DEP's "Reimbursable Metering Booklet."

~~3.~~2. I recognize that the NYC Licensed Plumber that I hire to conduct this work is **my contractor**. I recognize that the NYC Licensed Plumber is **not** a contractor of the New York City Department ~~of Environmental~~of Environmental Protection (DEP) or the New York City Water Board (NYCWB), and that DEP and the NYCWB do not "approve," "endorse," or "certify" the licensed plumbing contractor. I recognize that any and all disputes or complaints between the contractor and myself must be resolved as a contractual matter between the contractor and myself and that DEP has no role in mediating or arbitrating these disputes. Professional complaints concerning the licensed plumbing contractor may be referred to the New York City Department of Buildings. Claims for any alleged damages are a matter for

the licensed plumber's insurance carrier.

~~4.3.~~ I recognize that DEP will provide me with a credit on my water/wastewater account which shall ~~be equal~~ be equal to the amount listed in the Reimbursable Metering Reimbursement Schedule or "Reimbursable Metering Pit Installation Reimbursement," as applicable, or the plumber's actual installation price, whichever is less. I am responsible for any costs above the ~~listed reimbursement~~ listed reimbursement amount.

~~5.4.~~ The credit shall be applied to my water/wastewater account after the installation has been inspected and approved and the meter has been established on my account by the DEP Borough Office. Through his license responsibilities, the NYC ~~licensed plumber~~ Licensed Plumber certifies that the installation has been performed under the applicable Codes and Regulations. ~~Once the credit has been posted to my water/wastewater account I may receive a refund check if I have submitted a "Refund or Transfer Form." The check will be issued in the name on the water/wastewater account for any net amount of the credit. I recognize that if I owe any money in water/wastewater bills at the time the credit is posted, that amount will be subtracted from the "refund" check. The "refund" check will only be made out to the person named on the water/wastewater account and can not be made out to the NYC licensed plumber contractor or anyone else.~~

~~6.~~ Before making any final payment to the NYC licensed plumber I have confirmed that the NYC licensed plumber has returned the permit to DEP and has also completed the "Itemized Bill for

~~7.5.~~ Reimbursement," and provided me with the original of that document, or submitted the original to DEP, while providing me with a copy.

~~8.6.~~ If this is an original meter installation, I recognize that I will be placed on metered billing within several weeks after the meter installation is inspected and approved.

~~9.7.~~ If this is an original meter installation, I also recognize that DEP will place a credit on my water/wastewater account for the unused portion of this year's frontage (flat-rate) water/wastewater bill. That credit shall be applied against future metered water/wastewater bills.

Print Name Legibly or Type

Signature

Date: _____

Notary:

APPENDIX A: GUIDELINES AND REQUIREMENTS FOR INDIVIDUAL METERING IN CONDOMINIUMS UP THROUGH SIX STORIES TALL

Requirements

1. The building must be a legally established condominium with each individual condominium unit having a domestic hot water heater and space heating unit within the dwelling unit and only one cold water connection into the condominium unit.
2. Individual water meters that are on the current DEP List of Approved Water Meters must be installed at or very near the point of entry of the main water service for the building. The meters must be installed according to DEP specifications including inlet and outlet isolation valves, test port, outward facing register face, electrical continuity (or setter) and other requirements set forth in Title 15 Chapter 20-05 and associated sketches. If the individual meters are not yet installed, or if existing meters must be replaced, they may qualify for the Water Board's Reimbursable Metering Program. Existing meters more than twelve years old shall be replaced by the condo with new approved meters meeting DEP's current meter sizing and other criteria. Pre-existing submeters must meet current DEP requirements as described in this paragraph. DEP will not install or replace meters itself for this purpose.
3. The condominium Board of Directors must pass and provide to DEP a resolution or bylaw amendment that commits the condominium to the issues listed below under "Required Contents of Condominium Resolution or Bylaw Amendment."
4. DEP "Customer Registration Forms" for each individual condominium unit must be submitted listing the owner's name, condominium lot and block number, service address including apartment number, mailing address (if different), email address and phone number. All owners of all individual condominium units must agree to individual DEP metering before AMR ~~boxes~~devices will be installed and individual meter billing can begin.
5. All accounts must be registered with "My DEP Account" for leak alert notifications and consumption monitoring. If the owner does not have an email address, the email address of a managing agent or someone else in the employ of the owner or the condominium may be substituted.
6. The condominium must be current with its existing bill and/or current with any payment agreement.
7. An entire premises meter must be installed. The meter will be placed on "monitor only" status once the individual meters are activated.
8. If there is a separate irrigation connection or other service, it shall have its own meter(s) associated with the condominium's common account.

Required Contents of Condominium Board Resolution or Bylaws Amendment

1. The condominium acknowledges and agrees that each individual condominium unit will be separately charged and billed for water/wastewater services for that individual condominium unit under the terms and conditions of the Water and Wastewater Rate Schedule of the New ~~York City~~ York City Water Board. Unpaid charges are a lien against the individual condominium unit and could be sold in a tax lien sale which could ultimately result in the owner losing their property if they do not pay what they owe.
2. The condominium acknowledges and agrees to the “Requirements” section of the “Guidelines and Requirements for Optional Individual Metering in Certain Condominiums of Four or Five Stories” listed above.
3. The condominium understands and agrees with the proposed permanent mounting location for the AMR ~~boxes~~ devices.
4. The condominium will require any purchaser of a condominium unit to complete and submit to DEP a Customer Registration Form at or within one week of closing on that unit.

Note on ~~MTU~~AMR Device Mounting

The ~~MTU~~ AMR device must be located above ground level and must almost always be mounted on the exterior of the building. A minimum of six inches of space must be available between adjacent ~~MTUs~~ AMR devices. There may be several different possible mounting locations or arrangements, and DEP will provide an inspector to survey and discuss alternatives. The final location(s) are dependent on DEP receiving transmissions from the ~~MTUs~~ AMR devices.

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, the Board is authorized pursuant to Sections 1045-g(4) and 1045-j of the New York City Municipal Water Finance Authority Act (the “Act”) to establish fees, rates, rents or other charges for the use of, or services furnished, rendered or made available by the water and wastewater system of the City of New York (the “City”); and

WHEREAS, in accordance with the public hearing requirements described in Sections 1045-j (3) and 1045-j(9a) of the Act, (i) public hearings were held in the boroughs of Staten Island, Brooklyn, Queens, the Bronx, and Manhattan on May 27, 28, 29, and June 2 and 3, 2025 respectively, (ii) the public was given an opportunity at the hearings to present testimony to members and officers of the Board, as well as to the general public, (iii) the public was also provided the opportunity to email, mail, or otherwise communicate testimony to the Board pursuant to the information provided in the public notices of the hearings that were first published on May 6, 2025, and (iv) a transcript of the hearings and all written statements submitted by June 4, 2025 have been received and reviewed by the Board; and

WHEREAS, the Board has further determined the reasonableness of the proposal recommended by staff to amend the Board’s policies and procedures described in Board Regulation Number 2, relating to the discontinuance of water service to customers of the City’s water supply system, as set forth in the attached Appendix A, including, among its other revisions, the amendments relating to the duration of the Regulation’s medical exemption provisions and the requirements for filing a service termination complaint, it is therefore

RESOLVED, that the proposed amendments to the policies described in the Board's Regulation Number 2 relating to the termination of water service are hereby approved.

-New York City Water Board

Regulation Number 2

The Discontinuance~~Termination~~ of Water Supply and/or ~~Sewer Service~~ Because of Nonpayment

Effective: February 29, 2008

Effective: July 1, 1999, as subsequently amended through the Fourth Amendment effective July 1, 2025.

Statement of Basis and Purpose

The regulation is authorized by Sections 1045-g(3), 1045-g(4), 1045-g(17), 1045-h(8), and 1045-j(5) of the New York Public Authorities Law, which provide that the rules and regulations of the New York City Water Board (the “Board”) may provide for the discontinuance or disconnection of the supply of water or the provision of seweragewastewater service, or both, for nonpayment of charges imposed by the Board.

The regulation¹ authorizes the New York City Department of Environmental Protection (“DEP”) to terminate water and sewerwastewater services to customers because of nonpayment of assessed charges, failure to provide and/or facilitate Access to the premises required by DEP, or failure to comply with a Billing Interference Cease and Desist Order. The regulation sets forth the conditions under which DEP may terminate service, the notice requirements to which DEP shall adhere, the days of the week and the times of day during which DEP may Terminate Service, special procedures to be followed in the case of medical emergencies and the procedures for avoiding service termination by making payment of all Delinquent Charges, or entering into a payment agreement covering all Open and Delinquent Charges.

This ~~regulation~~Regulation was considered at a public hearing held on June 17, 1999, ~~and~~ was approved by the New York City Water Board at its meeting of June 22, 1999, ~~, and became effective July 1, 1999.~~ Subsequently, a First Amendment was approved by the Water Board in May 2002 ~~and became effective July 1, 2002~~, a ~~second amendment~~Second Amendment was approved by the Water Board in November 2007 and ~~became effective November 9, 2007~~, a ~~third amendment~~Third Amendment was

¹This Fourth Amendment of Regulation No. 2 changes the title of the Regulation from “Discontinuance of Water Supply and/or Sewer Service Because of Nonpayment” to “Termination of Service.” Since its adoption in 1999, Regulation No. 2 has always applied to termination for non-payment, as well as a failure to provide and/or facilitate Access to the meter pursuant to a Demand for Access or failure to comply with a Billing Interference Cease and Desist Order. However, the previous name of Regulation No. 2 could suggest that termination of service was limited to nonpayment not involving Denial of Access or Billing Interference. The Board adopts the broader title, “Termination of Service,” to more accurately describe the contents of this Regulation. No substantive change of this Regulation was meant by the change in the name of the Regulation.

approved by the Water Board in February 2008. ~~The and became effective February 29, 2008 amendments include clarifications, as well as several significant, and this Fourth Amendment was considered at public hearings held on May 27, 28, 29, and June 2 and 3, 2025, and was approved by the Water Board on June 6, 2025. This Fourth Amendment changes, including: modifying provisions to require the title of this Regulation to reflect, as was always the case, that payment termination may be received by DEP by 5:00 PM on the day prior to the date service termination is to be performed the consequence of a Determination of Denial of Access or a Determination of Billing Interference in order to prevent addition to nonpayment; consolidates all termination; removing provisions that required DEP to discontinue related provisions in this Regulation; provides email and mail addresses for the submission of proof of an exemption from termination if a customer made an offer to pay as the work was being performed; changing the number of days specified for certain events from five business days to ten calendar days; specifying that a decision by the Board in response to; adds Physician Assistants to the list of professionals who may certify a Termination Complaint, which decision would include any pre-existing complaint if applicable, shall constitute a final agency determination; and revising special procedures applicable in cases where termination may take place at a home where a child resides, to cover homes having a child under six years of age rather than eighteen. medical exemption; extends the length of the validity of initial and renewal medical exemption certifications, and other miscellaneous changes.~~

Regulation Number 2

~~The Discontinuance of Water Supply and/or~~ ~~Sewer Termination of Service Because of~~ **Nonpayment**

Section 1. Definitions

As used in this Regulation, the following terms² shall have the respective meanings ascribed to them below:

- (1) ~~(1)~~ “Attributed Consumption Charges” are the charges authorized pursuant to the Rate Schedule in addition to any Denial of Access Account Administration Fee or Billing Interference Account Administration Fee, upon DEP’s issuance of a Determination of Denial of Access or a Determination of Billing Interference, respectively.
- ~~(1)~~(2) “Authorized Representative” means any individual or organization who has an original ‘Letter of Authorization’ (“LOA”) on file with DEP, signed by the owner of the premises and notarized, designating that individual or organization as the Authorized Representative. If such LOA fails to state a specific end date, DEP will deem it to expire one year from the date of notarization. A valid Letter of Authorization must contain a statement that the owner hereby rescinds any previously issued LOA. In cases where an owner has authorized multiple representatives, DEP shall deem the latest dated LOA to be valid, superseding any earlier dated LOA.
- (3) ~~(2)~~ “Billing Interference Account Administration Fee” is the fee authorized pursuant to the Rate Schedule upon DEP’s issuance of a Determination of Billing Interference.
- (4) “Billing Interference Cease and Desist Order” means the notice provided to a Customer by DEP stating that the Billing Interference Account Administration Fee and Attributed Consumption Charges have been imposed on the Customer’s account.
- (5) “Billing Interference Regulation” means Water Board Regulation No. 4, Billing Interference, effective July 1, 2009, as subsequently amended by the Board on June 6, 2025.

² Terms used in this Regulation, which are not defined herein, shall have the meanings set forth in New York City Water and Wastewater Rate Schedule then in effect for the period during which Termination of Service was at issue. Should the same term be defined both in this Regulation and the Rate Schedule, for purposes of this Regulation, the definition herein shall govern.

~~(2)~~(6) “Board” or “Water Board” shall mean the New York City Water Board.

~~(3)~~(7) ~~(3)~~ “Charges” shall mean fees, rents or other charges imposed by the Board and/or DEP.

~~(4)~~(8) ~~(4)~~ “Child” or “Children” shall mean a person under six years of age.

~~(5)~~(9) ~~(5)~~ “City” shall mean The City of New York.

~~(6)~~(10) ~~(6)~~ “Customer” means a current property owner or Authorized Representative of a property owner.

~~(7)~~(11) ~~(7)~~ “Days” unless otherwise stated shall mean calendar days.

~~(8)~~(12) ~~(8)~~ “Delinquent Charges” ~~shall mean~~means Charges which remain unpaid after the due date thereof.

~~(9)~~—

~~(13)~~ “Demand for Access” means the issuance of a notice by DEP to a Customer which requires the Customer to provide and/or facilitate Access to the Customer’s premises to DEP at a time and in a manner acceptable to DEP.

~~(14)~~ “Denial of Access” means a failure of the Customer to provide and/or facilitate Access to DEP as required in the Demand for Access.

~~(15)~~ “Denial of Access Account Administration Fee” is the fee authorized pursuant to the Rate Schedule upon DEP’s issuance of a Determination of Denial of Access.

~~(16)~~ “Denial of Access Regulation” means Water Board Regulation No. 3, Denial of Access, effective July 1, 2002, as subsequently amended through the amendment effective July 1, 2025.

~~(9)~~(17) ~~(9)~~ “DEP” shall mean the New York City Department of Environmental Protection.

~~(18)~~ ~~(40)~~ “Determination of Billing Interference” means DEP’s written notice of a finding of Billing Interference. When this Regulation refers to any prior Determination of Billing Interference, such reference shall include any prior determination under the Theft of Service Regulation, as the Billing Interference Regulation was known prior to this Amendment dated June 6, 2025.

(19) “Determination of Denial of Access” means a written notice by DEP that a Customer has failed to provide and/or facilitate Access to the Customer’s premises in accordance with a Demand for Access notice.

~~(10)~~(20) “Determination of Termination Complaint” or “Determination” shall mean means the written determination by the Executive Director of the Board in response to a Termination Complaint submitted by a Customer.

~~(11)~~
(11)(21) “Nonpayment” shall mean the failure or refusal, by a Customer, to pay Charges on or before the date they are due, thereby rendering them, Delinquent Charges.

~~(12)~~(22) ~~(12)~~ “Notice of Determination” shall mean the notice provided to a Customer stating that the Executive Director of the Board has issued a Determination of Termination Complaint.

~~(13)~~(23) ~~(13)~~ “Notice of Termination” shall mean the notice sent to a Customer pursuant to Section 3.2 at least fifteen (15) days prior to the earliest date on which DEP will effect Termination of Service.

~~(14)~~(24) ~~(14)~~ “Open Charges” shall mean means Charges that have been billed to the Customer, but which are remain unpaid and include both Delinquent and non-Delinquent Charges after the due date thereof.

~~(15)~~(25) ~~(15)~~ “Termination Complaint” shall mean a written complaint submitted in response to a Notice of Termination and in accordance with the procedures set forth in Section 4 hereof.

~~(16)~~(26) ~~(16)~~ “Termination of Service”, “Terminate Service”, “Terminating Service”, “Terminate”, “Termination”, and all such similar word forms shall mean the discontinuance or disconnection of the supply of water and/or the provision of sewerwastewater service to any Customer.

(27) “Termination of Service Regulation” or “this Regulation” means this Water Board Regulation No. 2, Termination of Service, effective February 29, 2008, as subsequently amended through the amendment effective July 1, 2025.

~~(17)~~(28) “Water Board Regulations” means collectively, the Termination of Service, Denial of Access and Billing Interference Regulations.

Section 2. General

- 2.1 Authorization to Terminate Service. DEP is hereby authorized by the Board, to Terminate the supply of water and/or the provision of ~~sewer~~wastewater service to any Customer for nonpayment, failure to provide and/or facilitate Access to the premises required by DEP, or failure to comply with a Billing Interference Cease and Desist Order, in such circumstances as are specified in, and subject to the requirements of, this Regulation.
- 2.2 No Alteration of Rights, Powers and Privileges of DEP and Board. Nothing contained herein shall be deemed to alter, amend or modify the rights, powers, or privileges of DEP or the Board otherwise conferred by law, or to subject DEP or the Board to the jurisdiction of any other governmental agency, authority, board, bureau, department or other body with respect to any Termination of Service.
- 2.3 Termination in Addition to Other Remedies. Anything in this Regulation to the contrary notwithstanding, Termination of Service shall be in addition to, and not in lieu of, any other right or remedy available to DEP or the Board with respect to Delinquent Charges or Open Charges, including (without limitation) the imposition and enforcement of a lien on real property or a collection action to the extent permitted by applicable law.
- 2.4 Delivery of Notices. Unless otherwise specified, delivery of notices as provided herein shall be made by regular mail.
- 2.5 Partial Payments. Notwithstanding any provision of 3.1 hereof, in the event a Customer receives a Notice of Termination pursuant to Section 3.2, payment of a portion of the amount giving rise to such Notice of Termination shall not prevent DEP from Terminating Service to any account unless either (1) all Charges have been paid in full or (2) –a valid payment agreement has been executed in accordance with the terms and conditions set forth herein.
- 2.6 Termination of Service due to Public Health Concerns. Nothing contained herein is intended to, nor should it be interpreted as, limiting any powers of DEP to protect the health, safety and welfare of the citizens of the City by entering a premises without notice to prevent a contamination of the Water Supply System or other threat to the public health, safety and welfare, including, but not limited to, situations involving a cross-connection of a property's plumbing system, back-flow to the Water Supply System or a leaking water consuming fixture, water supply or wastewater transport pipe.

Section 3. Termination of Service

3.1 (a) Classes of Accounts Where Service May Be Terminated for Nonpayment. Subject to Section 4 below, service may be Terminated for all classes of accounts if there exists:

(i) At least one Delinquent Charge for at least ~~six~~ months and total Delinquent Charges amounting to at least ~~\$~~500.00;

(ii) At least one Delinquent Charge for at least three months and total Delinquent Charges amounting to at least \$5,000.00; or

~~(iii) Any payment agreement entered into by a Customer with DEP or the Board that is in default.~~

~~(b) Classes of Accounts Where Service May Be Terminated for Denial of Access or Failure to Comply with a Billing Interference Cease and Desist Order. If a Customer fails to provide and/or facilitate Access to the meter pursuant to a Demand for Access or fails to comply with a Billing Interference Cease and Desist Order, and the Customer has any Delinquent Charges, DEP may commence Termination of Service pursuant to this Regulation on any class of accounts.~~

~~(c) Additional Criteria for Prioritizing Termination of Service. DEP may, but shall not be obligated to, establish additional criteria within each such class of account, to further prioritize and select accounts where service will be Terminated. Such criteria may include, but shall not be limited to: the dollar amount of Delinquent Charges; the length of time the Delinquent Charges have remained open and unpaid; the expected effectiveness and cost of other collection methods; the type of property which is receiving service; the current use of such property; a prior Determination of Denial of Access; a prior Determination of Billing Interference; the imposition of Attributed Consumption Charges resulting from a prior Determination of Denial of Access or a prior Determination of Billing Interference; and the eligibility of such property for inclusion in any program for the sale or other transfer of liens held by the Board as security for the payment of Delinquent Charges.~~

3.2 Notice of Termination.

(a) Time Period for Notice of Termination. Except as provided in Sections, 3.4(e), 4.4 and 6.3 below, prior to any Termination of Service under this Regulation, DEP shall, at least ~~fifteen~~ (15) days prior to the earliest date on which DEP will effect such Termination of Service, serve a written Notice of Termination on the following parties:

- (i) the subject Customer; and
 - (ii) the owner of the premises which will be affected by such Termination of Service.
- (b) Posting of Notice of Termination. DEP shall also affix a copy of such Notice of Termination on the entranceway of the premises served. Such Notice of Termination in every case shall be served either personally on the person, firm or corporation to which it is directed, or by mailing the same via overnight mail to such person or entity. In the case of service on the owner of the affected premises, DEP shall be entitled to rely on the name and address of the record owner as reflected in the records of the New York City Department of Finance, as of the date the notice is served. In the case of service on the Customer in the event the Customer is not the owner, DEP shall be entitled to rely on the billing name and address of the Customer as registered in DEP's records.
- (c) Contents of Notice of Termination. Each Notice of Termination served pursuant to Section 3.2(a) above shall clearly state and include:
- (i) the earliest date on which Termination of Service may occur;
 - (ii) the reasons for Termination of Service, including
 - (a) in the case of nonpayment, the total amount required to be paid to the Board to avoid Termination of Service, and the date by which such payment must be made; or
 - (b) in the case of Denial of Access, a list of attempts to gain Access, the issuance of prior notices and imposition of the Denial of Access Account Administration Fee and associated Attributed Consumption Charges; or
 - (c) in the case of failure to comply with a Billing Interference Cease and Desist Order, a description of the documented Billing Interference condition observed at the property, the issuance of prior notices and imposition of the Billing Interference Account Administration Fee and associated Attributed Consumption Charges;
 - (iii) a description of the actions which the customer must take to avoid

Termination of Service;

- (iv) the address and telephone number of a DEP representative that the Customer may contact in reference to the subject account;
 - (v) a description of the procedures specified in Section 4 below, which are available to the Customer to register a complaint about the subject account, and to have such complaint considered before Termination of Service;
 - (vi) a summary of the ~~exception~~exemptions set forth in Section 5 below, together with a notice that any Customer eligible for any such ~~exception~~exemption should contact DEP at the telephone number indicated and provide an email address or URL to send the required documentation establishing entitlement to an exemption;
 - (vii) a statement that any payment of Charges due with a check or draft that is subsequently dishonored does not constitute payment, and shall entitle the Board and DEP to Terminate Service on the account without further demand or notice;
 - (viii) an opportunity to enter into a payment agreement with DEP in accordance with this Regulation; and
 - (ix) a description of the process for service restoration.
- (d) Amount to Be Paid. Notwithstanding anything contained in Section 3.1 hereof, the total amount specified in any Notice of Termination as being required to be paid to prevent Termination of Service may include all Delinquent Charges.

3.3 Additional Notice for Multiple Dwellings. If any Termination of Service would result in the discontinuation of water service to an entire multiple dwelling (as defined in the New York Multiple Dwelling Law or the New York Multiple Residence Law), DEP shall, in addition to serving the Notice of Termination required by Section 3.2(a) above, also post and/or mail all additional notices required under Section 116 of the New York Public Service Law, in the manner specified in such Section.

3.4 Physical Termination of Service.

- (a) Timing of Termination.

- (i) DEP shall effect Terminations of Service only on the days of the week and during the times of day permitted under Section 89-b of the New York Public Service Law.
 - (ii) DEP shall not Terminate Service on a date which is more than ninety (90) days after the date of service of the related Notice of Termination required under Section 3.2 above, unless it has, since such date of service, issued a new Notice of Termination in the manner required by Section 3.2 above.
- (b) Verification Prior to Termination.
- (i) in the case of nonpayment, DEP shall verify that as of 5:00 PM on the day prior to the date on which Termination of Service is scheduled to take place, payment on the subject account in the full amount required to avoid Termination of Service has not been posted to the account or a valid payment agreement has not been executed, or DEP has not granted an exemption from Termination pursuant to Section 5 of this Regulation; or
 - (ii) in the case of Denial of Access, DEP shall verify on the day Termination of Service is scheduled to take place that the Customer has not provided or facilitated Access to the meter serving the subject premises as of the beginning of such business day or DEP has not granted an exemption from Termination pursuant to Section 5 of this Regulation; or
 - (iii) in the case of failure to comply with a Billing Interference Cease and Desist Order, DEP shall determine whether the Customer has corrected the Billing Interference condition as of the beginning of such business day or DEP has not granted an exemption from Termination pursuant to Section 5 of this Regulation.
- (c) Discontinuance of Termination. Prior to the time that Termination is to take place, DEP shall discontinue Termination of Service if (i) the customer has filed a Termination Complaint in accordance with Section 4 with respect to any charges, a Denial of Access Determination, or a failure to comply with a Billing Interference Cease and Desist Order, giving rise to such Termination, (ii) such complaint is received after service of, and in the manner specified in, the related Notice of Termination, and (iii) such complaint remains under consideration by DEP. DEP shall also discontinue termination, in the case of Denial of Access, where the Customer has provided and/or facilitated Access

to the premises at the time of termination in a manner acceptable to DEP. DEP shall also discontinue termination, in the case of a failure to comply with a Billing Interference Cease and Desist Order, where the Customer has remedied the condition giving rise to a Billing Interference determination to DEP's satisfaction.

- (d) Temporary Discontinuance of Termination of Service. At the time that Termination of Service is to take place, DEP shall temporarily discontinue such Termination of Service if:
- (i) the Customer claims that payment in full of all Delinquent Charges giving rise to the ~~termination~~ Termination has been made, produces a written record of payment, and a DEP representative confirms that sufficient payment has been recorded on the subject account; or
 - (ii) the Customer claims that a valid payment agreement covering all Open Charges and Delinquent Charges has been executed, produces a written record of payment, and a DEP representative confirms that a valid payment agreement has been recorded with respect to the subject account; or
 - (iv) the Customer has a valid exemption to Termination of Service and produces a written record that documentation in support of such exemption has been submitted to DEP and that DEP has not yet approved the exemption; or
 - (iii) the Customer asserts that a Termination Complaint with respect to the subject account was filed with the Executive Director of the Board in accordance with Section 4 hereof, and a DEP representative confirms that the Customer has filed a Termination Complaint and that a Determination has not yet been issued by the Executive Director.
- (e) Invalid Payment. If a payment is made pursuant to a Notice of Termination and such payment, whether by check, draft or other media, is dishonored or refused by a bank or paying agent, DEP may require any subsequent payment made to prevent Termination of Service to be made by certified check, money order or guaranteed electronic funds transfer.

Section 4. Termination Complaints

- 4.1 Challenge to Notice of Termination. After receiving a Notice of Termination, a Customer may submit a Termination Complaint in accordance with the procedures set forth in Section 4.3 below. Any complaint that was submitted by the Customer about the Charges prior to receiving a Notice of Termination shall also be resolved in the Determination of Termination Complaint as set forth in Section 4.4 and 4.5 herein.
- 4.2 Retention of Rights if Not Submitting a Termination Complaint. If a Customer declines to submit a Termination Complaint and pays the amount set forth in the Notice of Termination to prevent Termination of Service, such Customer retains any rights to challenge the Charges under the Rate Schedule.
- 4.3 Contents of a Termination Complaint. A Termination Complaint must:
- (a) be submitted in writing;
 - (b) include the identification of the property (street address, account number, or borough, block and lot number) and, (i) in the case of termination for nonpayment, the Charge or Charges that the customer is disputing and a statement of the reason(s) why the Customer believes the ~~Charges are incorrect~~; Charges are incorrect, or, (ii) in the case of Denial of Access, a statement of the reason(s) why the Customer believes the DEP's Demand for Access is unwarranted and that the Denial of Access Determination has not been the subject of a final Determination of the Water Board upholding the finding of a Denial of Access, or, (iii) in the case of a failure to comply with a Billing Interference Cease and Desist Order, a statement of the reason(s) why the Customer believes the Billing Interference Cease and Desist Order is unwarranted and that the Billing Interference Determination has not been the subject of a final Determination of the Water Board upholding the finding of a Billing Interference;³
 - (c) include a return address other than a Post Office Box address;
 - (d) include a telephone number, a fax number and an e-mail address, if ~~available~~;
 - (e) be addressed to and received by the Executive Director of the Board within ten (10) days from the date of the subject notice of termination issued by DEP; and
 - (f) if the Customer is not the owner, a Letter of Authorization from the owner ~~authorizing the Customer to file a Termination Complaint must be included in accordance with Section 1.1.(2).~~

³ In the case where a customer has a pending dispute involving Denial of Access or Billing Interference that is not yet the subject of a final Water Board determination at the time the customer submits a Termination Complaint, the Water Board shall make a final determination on Denial of Access or Billing Interference charges at the same time as it issues a Determination of the Termination Complaint.

- 4.4 Submission of an Incomplete Termination Complaint. The failure by a Customer to comply with all provisions of Section 4.3 may be deemed by DEP to constitute a failure by the Customer to avail himselfmake use of the Termination Complaint procedures. Upon providing notice to the Customer that its Termination Complaint is incomplete, DEP may Terminate Service on the account without further demand or notice no earlier than ten (10) days after such notice of an incomplete Termination Complaint has been issued by DEP via overnight mail, unless the Customer cures the incomplete Termination Complaint to DEP's satisfaction within the ten-day period.
- 4.5 Determination of Termination Complaint. DEP may not terminate service earlier than ten (10) days after a Determination of Termination Complaint has been issued by the Executive Director. of the Board. Such Determination shall be sent by electronic mail to the address specified, if any, in 4.3(d) above. If no electronic mail address is specified, the Determination shall be sent by overnight mail to the address specified in 4.3(c) above. In the event that such Determination is not in favor of the Customer sufficient to prevent Termination of Service, DEP shall affix a Notice of Determination to the entranceway of the premises served at least ten (10) days prior to Termination of Service.
- 4.6 Process After Receiving a Determination. A Determination of Termination Complaint shall be the only written response a Customer shall receive from either DEP or the Board in response to a Termination Complaint as well as any complaint submitted by the Customer prior to receiving a Notice of Termination, if applicable. Such Determination shall be considered a Final Agency Determination.

Section 5. Termination of Residential Service - Special Procedures

- 5.1 Significant Medical Conditions.
- (a) Suspension of Termination. DEP shall not terminate or refuse to restore service to a residential premises when DEP is notified, by email to watershutoff@dep.nyc.gov or by regular mail to Department of Environmental Protection, 59-17 Junction Boulevard, 13th Floor, Flushing, New York 11373, Attn: Collections, in accordance with this Section that a significant medical condition exists and such condition would be aggravated by a Termination of Service. A significant medical condition exists when a resident of such premises suffers from a serious illness or medical condition that severely affects his or her well-being. The Customer or such resident shall provide written certification by a licensed medical doctor, licensed nurse practitioner, licensed physician assistant or the New

York City Department of Health and Mental Hygiene (“NYCDOHMH”) that Termination of Service or failure to restore service will aggravate an existing significant medical condition suffered by a resident of the premises.

(b) Procedures for Initial Certification.

- (i) Qualifications for Certification. Initial certification of a significant medical condition may be made to DEP by a licensed medical doctor, licensed nurse practitioner, licensed physician assistant or the NYCDOHMH either in writing or by telephoning the Deputy Commissioner, Bureau of Customer Services.
- (ii) Effective Date. Initial certification is effective for ~~thirty (30)~~ninety (90) days from the date DEP receives it.
- (iii) Written Acknowledgement. If the initial certification is made by telephone, DEP must receive a written certification from the licensed medical doctor, licensed nurse practitioner, licensed physician assistant or the NYCDOHMH within ten (10) days or the initial certification by telephone will be void.
- (iv) Written Notice. Within ten (10) days of receipt of written certification, DEP shall provide the Customer and such resident with a written notice that:
 - (aa) DEP received such certification and such certification is effective for ~~thirty (30)~~ninety (90) calendar days;
 - (bb) advises the Customer and such resident of the procedures required for renewal of certification, including specifically a statement that if the customer or such resident does not renew the certification before the ~~thirty (30)~~ninety (90)-day period expires ~~and/or~~ arrangements for payment acceptable to DEP are not made, DEP may proceed with Termination.

(c) Procedures for Renewal of Certification.

- (i) Renewal. If the significant medical condition is likely to continue beyond the expiration of any written certification, the certification may be renewed, provided that before the expiration of the initial certification a licensed medical doctor, licensed nurse practitioner,

licensed physician assistant or official of the NYCDOHMH submits a new written certification that also states the expected duration of the significant medical condition and explains the reasons why Termination of Service would aggravate the significant medical condition.

- (ii) Effective Date. A renewed certification remains in effect for 3090 days, except for cases certified as chronic by a licensed medical doctor, licensed nurse practitioner, licensed physician assistant or official of the NYCDOHMH. Such renewed certification for those chronic cases shall be in effect for 60180 days or longer if documentary evidence supports such longer period. Any request for a renewed certification shall be made in writing to the Deputy Commissioner, Bureau of Customer Services, who shall be authorized to approve such longer period stating any special conditions to be met by the Customer.
- (iii) Resumption of Termination. DEP may only Terminate Service to a Customer who has submitted a certification of a significant medical condition after written notice, sent via overnight mail, has been provided to the Customer and if applicable, such resident, of DEP's determination that the certification of a significant medical condition is no longer in effect. In such instances, DEP shall affix a notice to the entranceway of the premises served at least ten (10) days prior to termination.

5.2 Customers or Residents who are Elderly, Children, Blind or Disabled.

- (a) ~~(a)~~ Suspension of Termination. DEP shall not Terminate Service or refuse to restore service to a residential premises where the Customer or any other remaining residents of the households are ~~known or identified to DEP~~ known or identified to DEP, by email to watershutoff@dep.nyc.gov or by regular mail to Department of Environmental Protection, 59-17 Junction Boulevard, 13th Floor, Flushing, New York 11373, Attn: Collections, within the previous six months as being blind, disabled, a Child or 62 years of age or older without complying with the procedures set forth in this section.

~~(b) Procedure Before Termination of Service. In cases where DEP has been made aware that in the previous six months that a resident or residents of a residential premises meets the conditions of Section 5.2 above, DEP shall make an effort as set forth in Section 5.2(e) to contact personally an adult resident at the subject premises before Termination of Service to attempt to secure an agreement that would avoid Termination and arrange for payment~~

~~of the Delinquent Charges; (i) if contact is made with an adult resident, DEP shall afford such Customer 72 hours to arrange for payment and prevent Termination of Service; and (ii) where efforts at personal contact are unsuccessful or where DEP and a Customer are unable to reach an agreement, DEP shall notify the NYC Human Resources Administration/Department of Social Services (“NYCHRA”) of the name and address of the Customer and if applicable, such resident, and the date of termination so that such office may ascertain if the Customer and if applicable, such resident, is eligible for any assistance. DEP must continue service for at least twenty (20) days after providing this notice, unless notified by such office that other arrangements have been made.~~

~~(c) Procedures After Termination of Service. In cases where Service has been Terminated and DEP is later notified that the Customer should have received the protections under this Section 5.2, DEP shall make an effort as set forth in Section 5.2(e) to contact personally an adult resident at the subject premises within 24 hours of such notification to attempt to secure an agreement that would restore service and arrange for payment of Delinquent Charges. Where efforts at personal contact are unsuccessful or where the DEP and the Customer are unable to concur on an agreement, notify the NYCHRA of the name and address of the Customer and if applicable, such resident, and the date of Termination so that such office may ascertain if the customer and if applicable, such resident, is eligible for any assistance.~~

~~(d) Contact with Adult Resident. In cases where DEP has Terminated Service consistent with the provisions of this Section, DEP shall make an effort as set forth in Section 5.2(e) to contact personally an adult resident at the subject premises within 10 calendar days after termination, to determine whether alternative arrangements have been made for the provision of service and, if none have been made, attempt to secure an agreement that would restore service and arrange for payment of Delinquent Charges.~~

~~(e) Timing of Contact with Adult Resident. For purposes of this section, when DEP is required to make an effort to contact personally an adult resident, DEP must:~~

~~(i) attempt to call such person once between 9:00am and 5:00pm and if unsuccessful, twice between 6:00 p.m. and 9:00 p.m. on weekdays or 9:00 a.m. and 5:00 p.m. on Saturdays and Sundays, if there is a telephone; and~~

~~(ii) make an onsite personal visit, if there is no telephone or if telephone contacts are unsuccessful.~~

- (b) A customer receiving a second or subsequent Notice of Termination more than six months after providing proof of eligibility for the exemption provided by this section 5.2 shall submit proof of continuing eligibility for the exemption by email to watershutoff@dep.nyc.gov or by regular mail to Department of Environmental Protection, 59-17 Junction Boulevard, 13th Floor, Flushing, New York 11373, Attn: Collections, because one or more persons in the residence is blind, disabled, a Child or a person 62 years of age or older and continues to reside in the household.

5.3 Procedures During Cold Weather Periods for Premises with Heat Related Service.

- (a) Suspension of Termination. During Cold Weather Periods, before Terminating Service to any residential premises with Heat Related service, DEP shall first make an attempt to determine whether a resident of the subject premises may suffer serious impairment to health or safety as a result of termination, in accordance with the procedures set forth below. Doubts as to whether a person may suffer serious impairment to health or safety as a result of Termination of Service must be resolved in favor of making such a finding. As used in this Section 5.3, the following terms shall have the respective meanings assigned to each below:
- (i) A “Cold Weather Period” shall mean that period of time from December 21 to the last day of February of any year and at such other times subject to the approval of the Commissioner of DEP considering temperature and health and safety conditions.
- (ii) “Heat Related Service” shall mean water service which is necessary for the on-going operation of a Customer’s primary heating system.
- (b) Impairment to Health and Safety. For the purposes of this Section 5.3, a person may suffer serious impairment to health or safety as a result of Termination of Service when there is evidence of any of the following:
- (i) dependency on such service due to age, poor physical condition or mental incapacitation;
- (ii) use of life support systems;
- (iii) significant medical condition as set forth in Section 5.1 hereof; or
- (iv) disability or blindness.
- (c) Procedures. DEP shall not Terminate Service to Customers known to be

receiving Heat Related Service during Cold Weather Periods, unless DEP has made an effort ~~as set forth in Section 5.2(e)~~ to contact personally the Customer or an adult resident at the subject premises at least 72 hours before the intended termination⁴, and if unsuccessful, at the time of Termination of Service, in order to determine whether a resident may suffer a serious impairment to health or safety as a result of Termination of Service, to fully explain the reasons for Termination of Service and to provide the Customer with information on the protections available under this Section 5.3.

- (d) Continuation of Termination. Where DEP determines that a resident may suffer a serious impairment to health or safety as a result of Termination, DEP shall not Terminate Service unless:
- (i) DEP notifies the NYCHRANYC Human Resources Administration/Department of Social Services (“NYCHRA”) orally and in writing within ten (10) days of an intended service termination, that a resident may suffer a serious impairment to health or safety as a result of termination; and
 - (ii) such office, after an investigation, informs DEP 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.
 - (iii) if DEP has notified such office under Section 5.3 (d)(i) it must inform the Customer of the referral and explain its purpose.
- (e) Termination of Service
- (i) if DEP Terminates Service to a Customer under this Section 5.3, and the Customer or an adult resident of the subject premises was not personally contacted by DEP before Termination of Service and the Customer has not contacted DEP for the purpose of requesting reconnection before 12 noon on the day following Termination of Service, DEP must, 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 service remains terminated. If DEP

⁴ DEP shall attempt to contact the customer or an adult resident at the subject premises by telephone once between 9:00am and 5:00pm, and, if unsuccessful, twice between 6:00 p.m. and 9:00 p.m. on weekdays or 9:00 a.m. and 5:00 p.m. on Saturdays and Sundays, if there is a telephone; and make an onsite personal visit, if there is no telephone or if telephone contacts are unsuccessful.

determines that a serious impairment to health or safety may result, it must immediately restore service. If DEP 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 premises have been vacated, DEP must immediately refer the name and address of the Customer to the NYCHRA.

- (ii) if DEP discovers that a premises water supply and/or wastewater service lines and/or appurtenances do not comply with City regulations governing such service lines and appurtenances, DEP may decide to Terminate Service to a residential premises because of an unsafe water supply or public health condition arising out of such non-compliant service lines and equipment. DEP shall determine, in accordance with this Section, whether a resident of the subject premises may suffer a serious impairment to health or safety as a result of termination. If DEP determines that a resident may suffer a serious impairment, it must follow the procedures set forth in subdivisions (b) and (c) above; provided however, that continued service is not required if it is impractical for DEP to eliminate such unsafe condition. In any cases where a resident of the subject premises may suffer a serious impairment to health or safety and DEP Terminates Service to preclude the continuation of an unsafe condition, DEP shall notify the NYCHRA on the same day Service is Terminated and request an immediate consideration of the case.

Section 6. Payment Agreement.

- 6.1 General. DEP shall offer each Customer issued a Notice of Termination the opportunity to enter into a payment agreement in lieu of immediate payment of the full amount demanded by such Notice of Termination. Execution of such an agreement by a Customer and DEP in accordance with the terms set forth herein will enable the Customer to avoid Termination of Service provided that the Customer shall at all times remain in full compliance with all terms of such agreement. Each offer of a payment agreement shall: inform the Customer of the availability of an agreement; state the minimum terms which would be accepted by DEP in such agreement; explain any alternate terms that may be available; state the date by which the Customer must contact DEP and execute an agreement in order to avoid termination of service; indicate the name and telephone number of a DEP representative that the Customer may call to discuss an agreement; and state what action DEP will take if a payment agreement is not executed and returned by its due date.
- 6.2 Terms of Agreement. Any such payment agreement shall set forth:

- (a) the total amount and dates of the Open Charges and Delinquent Charges covered by such agreement;
 - (b) the time period over which such total amount shall be paid;
 - (c) the number, due date and amount of each periodic payment due under the agreement;
 - (d) the amount of the required down payment or initial installment, which shall be ~~an amount up to fifty percent (50%) of the total amount covered by the agreement, and shall be~~ due and payable upon execution of the agreement by the Customer; and
 - (e) the interest rate to be charged on the unpaid balance under the agreement, which shall be equal to the interest rate authorized by the New York City Water Board Water and Wastewater Rate Schedule then in effect.
- 6.3 Reservation of Rights to Terminate. Anything in this Regulation to the contrary notwithstanding, including but not limited to Sections 3.1, 3.2 and 6.2, DEP reserves the right to Terminate Service to any Customer who/which has executed a payment agreement in response to a Notice of Termination without further notice if the Customer fails to pay any installment or other amount owing under such payment agreement when the same is due including but not limited to Charges issued subsequent to such payment agreement. DEP shall issue a notice of default to the Customer by overnight mail and affix such notice to the entranceway of the premises served at least ten (10) days before Termination of Service.
- 6.4 Defaulted Payment Agreement. In the event a Customer has failed to pay an installment under a payment agreement or other amount owing under such payment agreement when the same is due or has otherwise defaulted on a payment agreement DEP shall not be required to offer a subsequent payment agreement for a period of three years with respect to any other Notice of Termination issued to the Customer.

Section 7. Fee for Termination of Service

The Board may establish, and may from time-to-time revise, fees to be charged to Customers in connection with (i) any Termination of Service to a Customer under this Regulation, and (ii) for any restoration of service to such Customer. Such fees for termination and restoration of service shall be due and payable to the Board upon performance of the work by DEP and upon issuance of the charge. If any such fee is not

paid when due, it shall be deemed a delinquent charge and shall, to the fullest extent permitted by law, become a lien and charge against the subject real property.

Section 8. Restoration of Service

Once service is terminated pursuant to this Regulation, ~~it shall not be restored unless and until any Delinquent Charges are paid in full or payment has been provided by execution of a payment agreement.~~ in the case of nonpayment, it shall not be restored unless and until any Delinquent Charges are paid in full or have been accounted for in a payment agreement acceptable to DEP and the Board. Once service is terminated pursuant to this Regulation, in the case of Denial of Access, it shall not be restored unless and until Access to the premises has been provided and any outstanding amounts owing to the Board for the Denial of Access Account Administration Fee and associated Attributed Consumption Charges are paid in full or have been accounted for in a payment agreement acceptable to DEP and the Board. Once service is terminated pursuant to this Regulation, in the case of a failure to comply with a Billing Interference Cease and Desist Order, it shall not be restored unless and until the Customer complies with the Billing Interference Cease and Desist Order and any outstanding amounts owing to the Board for the Billing Interference Account Administration Fee and associated Attributed Consumption Charges are paid in full or have been accounted for in a payment agreement acceptable to DEP and the Board.

Section 9. Public Service Law

In accordance with the requirements of the New York City Municipal Water Finance Authority Act, all Terminations of service Shall be carried out in accordance with the provisions of Subdivisions three-a, three-b and three-c of Section 89-b and Section 116 of the Public Service Law, as applicable.

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, the Board is authorized pursuant to Sections 1045-g(4) and 1045-j of the New York City Municipal Water Finance Authority Act (the “Act”) to establish fees, rates, rents or other charges for the use of, or services furnished, rendered or made available by the water and wastewater system of the City of New York (the “City”); and

WHEREAS, in accordance with the public hearing requirements described in Sections 1045-j (3) and 1045-j(9a) of the Act, (i) public hearings were held in the boroughs of Staten Island, Brooklyn, Queens, the Bronx, and Manhattan on May 27, 28, 29, and June 2 and 3, 2025 respectively, (ii) the public was given an opportunity at the hearings to present testimony to members and officers of the Board, as well as to the general public, (iii) the public was also provided the opportunity to email, mail, or otherwise communicate testimony to the Board pursuant to the information provided in the public notices of the hearings that were first published on May 6, 2025, and (iv) a transcript of the hearings and all written statements submitted by June 4, 2025 have been received and reviewed by the Board; and

WHEREAS, the Board has further determined the reasonableness of the proposal recommended by staff to amend the Board’s policies and procedures described in Board Regulation Number 3, relating to customers facing billing circumstances involving the Board’s Denial of Access provisions, as set forth in the attached Appendix A, including, among other revisions, the amendments relating to customer notification procedures, the account administration fee, and the provisions applicable to customers with service termination exemptions, it is therefore

RESOLVED, that the proposed amendments to the policies described in the Board's Regulation Number 3 relating to Denial of Access is hereby approved.

Effective July 1, 2002

First Amendment Effective July 1, 2009

New York City Water Board

Regulation Number 3

Denial of Access

Effective: July 1, 2002, ~~First~~ as subsequently amended through the Second Amendment ~~Effective~~ effective July 1, ~~2009~~ 2025.

Statement of Basis and Purpose

This regulation is authorized by Sections 1045-g(3), g(4), g(17) and j(5) of the New York Public Authorities Law, which provide that the New York City Water Board (the “Board”) shall establish, fix, revise, charge, collect and enforce the payment of all fees, rates, rents and other service charges for the use of, or services furnished, rendered or made available by the water system and wastewater utility systems of the City of New York (the “System”) and that rules and regulations of the Board may provide for the enforcement of fees and service charges and the discontinuance or disconnection of the supply of water or the provision of ~~sewerage~~ wastewater service, or both, for non-payment of charges imposed by the Board.

Pursuant to an Agreement of Lease, dated as of July 1, 1985, as amended (as so amended, the “Lease”), between the City of New York (the “City”) and the Board, the City leased the System to the Board. The Lease provides that the City shall continue to operate and maintain such System and to enforce the rules and regulations of the Board and of the City relating to the use thereof. This function is performed by the New York City Department of Environmental Protection, an executive agency of the City (“DEP”).

~~The commercial relationship between those who receive System services and the Board is based on the provision of service and the resultant obligation of the customer to pay for such services. This obligation to pay is based on the amount of water consumed as registered by DEP's meters, which are situated within the customer's property, or based on a building's profile pursuant to a flat rate basis of billing. On metered accounts, DEP must gain~~ On metered accounts, DEP requires access to the premises to obtain and validate meter readings to measure water consumption and in order to avoid estimated charges, which may not reflect the actual quantity of services provided. ~~For flat rate~~ For the Multi-Family Conservation Program and grandfathered frontage billing accounts, DEP must have the ability to inspect the building's physical profile and water-consuming fixtures. ~~Actual meter readings or correct building profiles allow DEP and the Board to accurately assess consumption, generate accurate bills, and generally ensure that each customer is billed a fair and equitable amount. Accurate readings also encourage customer payments by reporting the actual amount of water consumed and the amount owed for such consumption. As a condition of service, the Board's Water and Wastewater Rate Schedule requires that owners provide and/or facilitate access to their premises.~~

**Regulation Number 3–
Denial of Access
First Amendment Effective July 1, 2009**

~~It is evident that when a customer receives System services it should be billed and should pay a fair and equitable amount in proportion to the quantity of services provided and received and in proportion to other users of the System. It is also evident that when utility employees cannot obtain access to a customer's premises as defined herein, the utility is inhibited from making a reasonable determination with respect to the accuracy of amounts billed and the fairness of the amounts paid for services received. When this occurs, a reasonable inference can be made that the customer has received more services than that for which the property has been billed and, as a consequence, the property has received a quantity of services for which payment has not been made. This inference of a failure to pay for services received is rebuttable when the owner provides or facilitates access to the premises in order to allow DEP to make a precise determination of the actual quantity of services received and for which payment is due.~~

DEP also may require access on demand for cause when necessary to inspect, test, upgrade, repair or replace meters, remote meter reading devices or other meter appurtenances that may be malfunctioning, have stopped registering or whose condition or reliability appears to be uncertain. Access for cause is also necessary where meters are discovered to have been removed or are disconnected or missing, or when the installation of a meter bypass device or meter tampering is suspected and in all such similar instances where a possible ~~theft of service condition may exist. Missing and malfunctioning meters and theft of service conditions negatively bear upon the accuracy of charges being assessed and, therefore, on the commercial relationship between the Board and the customer by indicating a quantity of services received for which payment has not been made. In these cases, in order to ensure appropriate payment for services received, DEP must be authorized to issue a written notice to the customer to gain access to the premises to verify conditions, correct impairments where necessary and direct customers to remove and cease and desist from theft of service conditions when discovered.~~

billing interference condition may exist. Finally, DEP must be able to obtain access when deemed necessary or appropriate to ensure for the proper operation and maintenance of the System and the protection of public health, or the exercise by DEP or the Board of their powers or duties under law.

This regulation is intended to assist DEP in the maintenance and operation of the vast systems providing water and wastewater services to its customers and in enforcing payment for services received when water and ~~sewer~~wastewater customers, after reasonable notice, fail to provide and/or facilitate access to their premises thereby preventing DEP or its agents from inspecting water and ~~sewer~~wastewater service at the premises. To that end, this regulation authorizes DEP to impose ~~an account administration fee~~ Denial of Access Account Administration Fee and ~~attributed consumption charges~~ Attributed Consumption Charges and to pursue all available

enforcement actions for customers that fail to provide and/or facilitate access to their premises as required by DEP. ~~A chronic failure to provide access or the affirmative denial of access also permits a reasonable inference that a theft of services may be occurring. In such circumstances, equity and fairness to other System customers and a proper recognition of the Board’s obligation to enforce payment for services provided requires prudent and assertive measures to ensure that improper activity is not occurring and to halt it when it does occur. A customer can avoid all~~ A customer can lessen the impact of adverse denial of access actions authorized by the Board’s Rate Schedule and this Regulation by simply providing and/or facilitating access to the customer’s premises to DEP at a ~~time~~mutually agreeable time, subject to DEP scheduling, and in a manner acceptable to DEP.

Remedies

When DEP identifies a need for access to a customer’s premises either to obtain an actual meter reading or on demand for cause, it shall follow the three-step sequential notice protocol set forth in the Board’s Rate Schedule. DEP shall impose a ~~denial~~Denial of ~~access account administration fee~~Access Account Administration Fee on each account where a customer fails to provide and/or facilitate access as required by DEP in a first written notice. DEP shall, in addition to the ~~denial~~Denial of ~~access account administration fee~~Access Account Administration Fee, impose ~~attributed consumption charges~~Attributed Consumption Charges on each applicable ~~service~~account where a customer fails to provide and/or facilitate access as required by DEP in a second written notice in accordance with the Rate Schedule. If an owner fails to provide and/or facilitate access to a premises as required by DEP in ~~a~~ third written notice, the account will be subject to any and all enforcement actions available to DEP by property class, including but not limited to sale of the lien for unpaid charges. In addition, as a last resort and pursuant to the Termination of Services Regulation, DEP may issue a 15-day Notice of Termination of Services to the premises for failure to facilitate and/or provide access, and notwithstanding the foregoing, DEP may terminate service to any account which fails to pay any charges imposed pursuant to this Regulation in connection with denial of access if such charges are not paid by their due date.

This regulation was considered at public hearings held on April 17, 18, and 19, 2002, was approved by the New York City Water Board at its meeting of May 3, 2002, and became effective July 1, 2002. Subsequently, a First Amendment was approved in May 2009, and became effective on July 1, 2009. This Second Amendment¹ was considered at public hearings held on May 27, 28, 29, and June 2 and 3, 2025, was approved by the New York City Water Board on June 6, 2025, and became effective July 1, 2025. This Second Amendment removes provisions relating to termination of service as a result of a

¹ Prior to the effective date of this Second Amendment, Regulation No. 3 previously included provisions relating to Termination of Service as a result of a Denial of Access condition. Because those provisions were duplicative of existing provisions in Regulation No. 2, Termination of Service, this Second Amendment removes those provisions and refers to Regulation No. 2 regarding termination as a result of a Denial of Access.

Denial of Access, which have been consolidated into the Termination of Service Regulation; revises notice and mailing provisions for Denial of Access notices; raises the Denial of Access Account Administration Fee from \$250 to \$500, but makes the Fee refundable in certain circumstances; and other miscellaneous changes.

Regulation Number 3

Denial of Access

Section 1. Definitions

As used in this Regulation, the following terms² shall have the respective meanings ascribed to them below:

- (1) “Access” means the ability to inspect a Customer’s water and/or ~~sewerwastewater~~ service and premises in order to ensure the accuracy of charges and includes, but is not limited to the ability to inspect, test, install, repair or upgrade water meters, remote reading devices and any appurtenant System equipment.

~~“Account Administration Fee” is the fee authorized pursuant to the Rate Schedule upon DEP’s issuance of a Determination of Denial of Access.~~

- (2) “Attributed Consumption Charges” are the charges authorized pursuant to the Rate Schedule in addition to the Denial of Access Account Administration Fee upon DEP’s issuance of a Determination of Denial of Access.
- (3) “Authorized Representative” means any individual or organization who has an original ‘Letter of Authorization’ (“LOA”) on file with DEP, signed by the owner of the premises and notarized, designating that individual or organization as the Authorized Representative. If such LOA fails to state a specific end date, DEP will deem it to expire one year from the date of notarization. A valid Letter of Authorization must contain a statement that the owner hereby rescinds any previously issued LOA. In cases where an owner has authorized multiple representatives, DEP shall deem the latest dated LOA to be valid, superseding any earlier dated LOA.

² Terms used in this Regulation, which are not defined herein, shall have the meanings set forth in New York City Water and Wastewater Rate Schedule then in effect for the period during which Denial of Access was at issue. Should the same term be defined both in this Regulation and the Rate Schedule, for purposes of this Regulation, the definition herein shall govern.

**Regulation Number 3–
Denial of Access
~~First Amendment Effective July 1, 2009~~**

(4) “Billing Interference Regulation” means Water Board Regulation No. 4, Billing Interference, effective July 1, 2009 as subsequently amended through the amendment effective July 1, 2025.

~~(4)~~(5) “Board” means the New York City Water Board.

~~(5)~~(6) “Charges” means fees, rates, rents or other charges imposed by the Board and/or DEP pursuant to the Rate Schedule.

~~(6) “Child” or “Children” means a person under six years of age.~~

(7) “City” means The City of New York.

(8) “Customer” means a current property owner or Authorized Representative of a property owner.

(9) “Days” unless otherwise stated means calendar days.

(10) “Delinquent Charges” means Charges which remain unpaid after the due date thereof.

~~(10)~~(11) “Demand for Access” means the issuance of a notice by DEP to a Customer which requires the Customer to provide and/or facilitate Access to the Customer’s premises to DEP at a time and in a manner acceptable to DEP.

~~(11)~~(12) “Denial of Access” means a failure of the Customer to provide and/or facilitate Access to DEP as required in the Demand for Access.

(13) “Denial of Access Account Administration Fee” is the fee authorized pursuant to the Rate Schedule upon DEP’s issuance of a Determination of Denial of Access.

(14) “Denial of Access Regulation” means this Water Board Regulation No. 3, Denial of Access, effective July 1, 2002, as subsequently amended through the amendment effective July 1, 2025.

~~(12)~~(15) “DEP” means the New York City Department of Environmental Protection or any authorized agents of DEP.

~~(13) “Deputy Commissioner” means the Deputy Commissioner of the DEP Bureau of Customer Services, or designee.~~

- ~~(14)~~(16) “Determination of Denial of Access” means a written notice by DEP that a Customer has failed to provide and/or facilitate Access to the Customer’s premises in accordance with a Demand for Access notice.
- ~~(15)~~ “~~Determination of Termination Complaint~~” or “~~Determination~~” means the written determination by the Executive Director of the Board in response to a Termination Complaint submitted by a Customer.
- ~~(16)~~ “~~Executive Director~~” means the Executive Director of the Board.
- ~~(17)~~ “~~Notice of Determination~~” means the notice provided to a Customer stating that the Executive Director of the Board has issued a Determination of Termination Complaint.
- ~~(18)~~ “~~Notice of Termination~~” means the notice sent to a Customer pursuant to Section 3.2 at least fifteen (15) days prior to the earliest date on which DEP will effect Termination of Service.
- ~~(17)~~ “Open Charges” means Charges that have been billed to the Customer, but which remain unpaid after the due date thereof.
- ~~(19)~~(18) “Rate Schedule” means the Board’s ~~effective~~ Water and Wastewater Rate Schedule then in effect when the Denial of Access occurred.
- ~~(20)~~(19) “System” means the Water Supply System and the Wastewater System collectively.
- ~~(21)~~(20) “Termination of Service”, “Terminate Service”, “Terminating Service”, “Terminate”, and all such similar word forms mean the discontinuance or disconnection of the supply of water and/or the provision of ~~sewer~~wastewater service to any Customer.
- ~~(21)~~ “Termination of Service Regulation” means Water Board Regulation No. 2, Termination of Service, effective February 29, 2008, as subsequently amended through the amendment effective July 1, 2025.
- (22) “Water Board” means the New York City Water Board.
- ~~(23)~~ “Water Board Regulations” means collectively, the Termination of Service, Denial of Access and Billing Interference Regulations.

~~(23)~~(24) “Water Supply System” and “Wastewater System” means, respectively, the water system and wastewater system under the control and jurisdiction of the Board.

Section 2. General

2.1 Authorization to Pursue Enforcement Actions.

Upon a Determination of Denial of Access, DEP is hereby authorized to pursue all actions in accordance with the Rate Schedule including the imposition of a Denial of Access Account Administration Fee and Attributed Consumption Charges and all such other enforcement actions as authorized by the Rate Schedule and ~~this Regulation~~ the Water Board Regulations. Customers that disagree with the imposition of the Denial of Access Account Administration Fee or Attributed Consumption Charges imposed pursuant to this Regulation may utilize the Board’s complaint and appeal process as provided for in the Rate Schedule

2.2 Authorization to Terminate Service.

DEP is hereby authorized by the Board to Terminate the supply of water and/or the provision of ~~sewer~~wastewater service to any Customer for Denial of Access, in such circumstances as are specified in, and subject to, the requirements of ~~this~~the Termination of Services Regulation.

2.3 No Alteration of Rights, Powers and Privileges of DEP and Board.

Nothing contained herein shall be deemed to alter, amend or modify the rights, powers, or privileges of DEP or the Board otherwise conferred by law, or to subject DEP or the Board to the jurisdiction of any other governmental agency, authority, board, bureau, department or other body with respect to any ~~Termination~~Determination of ~~Service~~Denial of Access.

2.4 Termination in Addition to Other Remedies.

Anything in this Regulation to the contrary notwithstanding, Termination of Service, pursuant to the Termination of Service Regulation, shall be in addition to, and not in lieu of, any other right or remedy available to DEP or the Board with respect to Delinquent Charges or Open Charges, including (without limitation) the imposition and enforcement of a lien on real property or a collection action to the extent permitted by applicable law.

2.5 Delivery of Notices.

Unless otherwise specified, delivery of notices as provided herein shall be made by regular mail.

~~2.6 Termination of Service due to Public Health Concerns.~~

~~Nothing contained herein is intended to, nor should it be interpreted as, limiting any powers of DEP to protect the health, safety and welfare of the citizens of the City by entering a premises without~~

Section 3. Denial of Access Notice Procedures, Fee, and Attributed Consumption Charges

3.1 Denial of Access Notice Procedure. If a Customer fails to provide and/or facilitate Access as required by DEP, DEP may issue a first written notice to the Customer that requires the Customer to provide and/or facilitate Access to DEP within a fixed period of time. This first written notice shall be sent by regular mail to the Owner and any Authorized Representative at the property address and any other address to which the Customer receives the bills for water and wastewater charges, to any Authorized Representative at the address provided to DEP, and to any email addresses of the Customer or Authorized Representative on file with DEP.

If Access has not been provided and/or facilitated by the expiration date set forth in the first written notice, the account will be subject to the imposition of a Denial of Access Account Administration Fee. The owner will be notified of the imposition of the Denial of Access Account Administration Fee through the issuance of a second written notice sent by regular and certified mail to the owner and any Authorized Representative at the property address and any other address to which the Customer receives the bills for water and wastewater charges, to any Authorized Representative at the address provided to DEP, and to any email addresses of the Customer or Authorized Representative on file with DEP. This second notice will cite the Denial of Access Account Administration Fee and require that the Customer provide and/or facilitate Access to DEP within an additional fixed period of time. If a Customer fails to provide and/or facilitate Access by the expiration date set forth in the second written notice, the account will be subject to the imposition of Attributed Consumption Charges from the expiration date of the second written notice to the date the Customer provides and/or facilitates Access in a manner acceptable to DEP.

The bill containing Attributed Consumption Charges and a third written notice requiring the Customer to provide and/or facilitate Access to DEP within a fixed period of time will be sent by regular and certified mail to the owner and any Authorized Representative at the property address and any other address to which the Customer receives the bills for water and wastewater charges, to any Authorized Representative at the address provided to DEP, and to any email addresses of the Customer or Authorized Representative on file with DEP. The third written notice will advise the Customer that if Access is not provided and/or facilitated by the expiration date set forth in this third notice, the account will be subject to any and all enforcement options available to DEP, including those noted

in the Rate Schedule or this Water Board’s Regulation Number 3 – Denial of Access.

Should DEP does not make any of the mailings or email notifications set forth in this Section 3.1, it shall have no bearing on DEP’s ability to impose the Denial of Access Account Administration Fee or any Attributed Consumption Charges, provided that DEP has proof of the Customer’s or Authorized Representative’s actual knowledge of the Denial of Access condition.

3.2 Denial of Access Account Administration Fee. DEP shall impose a Denial of Access Account Administration Fee of \$500 on each account when a Customer fails to provide and/or facilitate Access as required by DEP in a first written notice. DEP will refund the Denial of Access Account Administration Fee to the Customer by issuing a credit on the Customer’s Water Board account, under the following circumstances:

(a) Access has been facilitated and/or provided;

(b) DEP has ceased billing any Attributed Consumption Charges placed on the Customer’s Water Board account as a result of the Determination of a Denial of Access because the issue requiring Access has been resolved to DEP’s satisfaction;

(c) Other than the Denial of Access Account Administration Fee and any related Attributed Consumption charges, there are no other Delinquent Charges on the Customer’s Water Board account;

(d) There has been no Termination of Service as a result of the Denial of Access;

(e) The number of calendar days between the date of the first Demand for Access and the date when Access is facilitated and/or provided is less than 90 days, unless an appointment for a DEP inspection is not available within 90 days of the first Demand for Access and the Customer facilitates and/or provides Access to DEP at the first available, scheduled appointment date; and

(f) Notwithstanding whether the Customer meets the requirements of subsections (a) to (e) above, the Deputy Commissioner of DEP’s Bureau of Customer Services, under appropriate, extenuating circumstances, may agree to refund the Denial of Access Account Administration Fee.

3.3 Attributed Consumption Charges. DEP shall impose Attributed Consumption Charges, as calculated and specified in the Rate Schedule, for each applicable

service where a Customer fails to provide and/or facilitate Access as required by DEP in a second written notice. DEP will stop billing based upon Attributed Consumption Charges once Access has been facilitated and/or provided to DEP’s satisfaction. Should any inspection of the Customer’s premises reveal conditions constituting a Billing Interference condition, as provided for in the Billing Interference Regulation and following the procedures specified therein, DEP may impose the Billing Interference Account Administration Fee, as defined in the Billing Interference Regulation, and may impose Attributed Consumption Charges based upon the Billing Interference condition, notwithstanding a prior imposition of Attributed Consumption Charges resulting from a Denial of Access. However, in no event, shall DEP impose Attributed Consumption Charges during the same period for both Denial of Access and Billing Interference.

~~**Section 4.** notice to prevent a contamination of the Water Supply System or other threat to the public health, safety and welfare, including, but not limited to, situations involving a cross-connection of a property's plumbing system, back-flow to the Water Supply System or a leaking water consuming fixture, water supply or sewer transport pipe.~~

~~Section 3.~~ Termination of Service

4.1 (a) Classes of Accounts Where Service May Be Terminated.
Subject to ~~Section 4 below~~the procedures set forth in the Termination of Services Regulation, service may be Terminated to any class of accounts for Denial of Access.

(b) Additional Criteria for Prioritizing Termination of Service.
DEP may, but shall not be obligated to, establish additional criteria within each such class of account to further prioritize and select accounts where service will be Terminated. Such criteria may include, but shall not be limited to: the length of time the Customer has failed to facilitate and/or provide Access to the premises; the dollar amount of Delinquent Charges; the length of time the Delinquent Charges have remained open and unpaid; the type of property which is receiving service; the current use of such property; and the eligibility of such property for inclusion in any program for the sale or other transfer of liens held by the Board as security for the payment of delinquent Charges.

~~3.1~~ Notice of Termination:

(c) Except as provided in Exemptions. A Customer may be eligible for an exemption to Termination, where a resident living at the subject property (i) has a significant medical condition, (ii) is blind, (iii) is disabled, (iv) is a child under the

age of 6, or (v) is 62 years of age or older. The procedure to claim such an exception is set forth in Section 5 of the Termination of Services Regulation.

~~Section 4.3,~~

~~(a) Notice Period.~~

~~DEP shall, at least fifteen (15) days prior to the earliest date on which DEP will Terminate Service pursuant to this Regulation, serve a written Notice of Termination on the following parties:~~

- ~~(i) the subject Customer; and~~
- ~~(ii) the owner of the premises which will be affected by such Termination of Service.~~

~~(b) Posting of Notice of Termination.~~

~~DEP shall also affix a copy of such Notice of Termination on the entranceway of the premises served. Such Notice of Termination in every case shall be served either personally on the person, firm or corporation to which it is directed, or by mailing the same via overnight mail to such person, firm or corporation. In the case of service on the owner of the affected premises, DEP shall be entitled to rely on the name and address of the record owner as reflected in the records of the New York City Department of Finance, as of the date the notice is served. In the case of service on the Customer in the event the Customer is not the owner, DEP shall be entitled to rely on the billing name and address of the Customer as registered in DEP's records.~~

~~(c) Contents of Notice of Termination.~~

~~Each Notice of Termination served pursuant to **Section 3.2(a)** above shall clearly state and include:~~

- ~~(i) the earliest date on which Termination of Service may occur;~~
- ~~(ii) the reasons for Termination of Service, including a list of attempts to gain Access and the issuance of prior notices and imposition of **5. Denial of Access** related charges;~~
- ~~(iii) a description of the actions required to provide or facilitate Access to the premises that the Customer must take to avoid Termination of Service;~~
- ~~(iv) the address and telephone number of a DEP representative that the Customer may contact in reference to the subject account;~~
- ~~(v) a description of the procedures specified in Section 4 below, which are available to the Customer to register a complaint about the subject~~

~~account, and to have such complaint considered before Termination of Service;~~

- ~~(vi) a summary of the exceptions set forth in Section 5 below, together with a notice that any Customer eligible for any such exception should contact DEP at the telephone number indicated.~~
- ~~(vii) a description of the process for service restoration.~~

~~3.2 Additional Notice for Multiple Dwellings.~~

~~If any Termination of Service would result in the discontinuation of water service to an entire multiple dwelling (as defined in the New York Multiple Dwelling Law or the New York Multiple Residence Law), DEP shall, in addition to serving the notice required by Section 3.2(a) above, also post and/or mail all additional notices required under Section 116 of the New York Public Service Law, in the manner specified in such Section.~~

~~3.3 Physical Termination of Service.~~

~~(a) Dates and Times of Termination of Service.~~

~~DEP shall effect Termination of Service only on the days of the week and during the times of day permitted under Section 89 b of the New York Public Service Law.~~

~~(b) Verification of Denial of Access.~~

~~DEP shall verify on the day Termination of Service is scheduled to take place that the Customer has not provided or facilitated Access to the meter serving the subject premises as of the beginning of such business day.~~

~~(c) Expiration of Notice of Termination.~~

~~DEP shall not Terminate water service on a date which is more than ninety (90) days after the earliest date set forth for Termination in the Notice of Termination required under Section 3.2 above, unless it has, since such notice, issued a new Notice of Termination in the manner required by Section 3.2 above.~~

~~(d) Discontinuance of Termination of Service.~~

~~DEP shall discontinue Termination of Service if, prior to the time that Termination is to take place:~~

- ~~(i) the Customer files a Termination Complaint with DEP in accordance with Section 4 herein with respect to the Denial of Access giving rise to such Termination;~~
- ~~(ii) such complaint is received after service of, and in the manner specified in, the related Notice of Termination; and~~

- ~~(iii) — such complaint remains under consideration by DEP, provided that this shall not prevent DEP from Terminating Service pursuant to any other regulations of the Board; or~~
- ~~(iv) — the Customer has provided Access to the premises at the time of Termination of Service in a manner acceptable to DEP.~~

~~Section 4. Termination Complaints~~

~~5.1 Challenges to Notice of Termination Denial of Access.~~

~~If a Customer receiving a Notice of Termination Denial of Access wishes to submit a Termination Complaint about the Denial of Access claim giving rise to complaint about such notice, such Customer shall comply with the procedures set forth in Section 4.2 below the Complaint Resolution and Appeal Process set forth in the Rate Schedule.~~

Section 6. Restoration of Service

~~4.2 — Contents In the case of a Termination Complaint.~~

~~A Termination Complaint must:~~

- ~~(a) — be submitted in writing;~~
- ~~(b) — include the identification of the property (street address, account number, or borough, block and lot number) and a statement Denial of the reason(s) why the Customer believes DEP's Demand for Access is unwarranted;~~
- ~~(c) — include a return address other than a Post Office Box address;~~
- ~~(d) — include a telephone number, a fax number and an e-mail address, if available;~~
- ~~(e) — be addressed to and received by the Executive Director of the Board within ten (10) days from the date of the subject notice of termination issued by DEP; and~~
- ~~(f) — if the Customer is not the owner a Letter of Authorization from the owner authorizing the Customer to file a Termination Complaint must be included in accordance with Section 1.4.~~

~~4.3 — Submission of an Incomplete Termination Complaint.~~

~~The failure by a Customer to comply with all provisions of Section 4.2 may be deemed by DEP to constitute a failure by the Customer to avail himself of the Termination Complaint procedures. Upon providing notice to the Customer that its Termination Complaint is incomplete, DEP may Terminate Service on the account without further demand or notice no earlier than ten (10) days after such notice of an incomplete Termination Complaint has been issued by DEP via overnight mail.~~

~~4.4—Determination of Termination Complaint.~~

~~DEP may not Terminate where service earlier than ten (10) days after a Determination of Termination Complaint has been issued by the Executive Director. Such Determination shall be sent by overnight mail to the address specified in 4.2(c) above. In the event that such Determination is not in favor of the Customer sufficient to prevent has been Terminated pursuant to the Termination of Service, DEP shall affix a Notice of Determination to the entranceway of the premises served at least ten (10) days prior to Termination of Service.~~

~~4.5—Process After Receiving a Determination.~~

~~A Determination of Termination Complaint shall be the only written response a Customer shall receive from either DEP or the Board in response to a Termination Complaint as well as any complaint submitted by the Customer prior to receiving a Notice of Termination, if applicable. Such Determination shall be considered a Final Agency Determination.~~

Section 5. Termination of Residential Service – Special Procedures

~~5.1—Significant Medical Conditions.~~

~~(a)—Suspension of Termination. DEP shall not Terminate or refuse to restore service to a residential premises when DEP is notified in accordance with this Section that a significant medical condition exists and such condition would be aggravated by a Termination of Service. A significant medical condition exists when a resident of such premises suffers from a serious illness or medical condition that severely affects his or her well-being. The Customer or such resident shall provide written certification by a licensed medical doctor, licensed nurse practitioner or the New York City Department of Health and Mental Hygiene (“NYCDOHMH”) that Termination of Service or failure to restore service will aggravate an existing significant medical condition suffered by a resident of the premises.~~

~~(b)—Procedures for Initial Certification.~~

~~(i)—Qualifications for Certification.~~

~~Initial certification of a significant medical condition may be made to DEP by a licensed medical doctor, licensed nurse practitioner or the NYCDOHMH either in writing or by telephoning the Deputy Commissioner, Bureau of Customer Services.~~

~~(ii)—Effective Date.~~

~~Initial certification is effective for thirty (30) days from the date DEP receives it.~~

~~(iii)—Written Acknowledgement.~~

**Regulation Number 3–
Denial of Access**

First Amendment Effective July 1, 2009

~~_____ If the initial certification is made by telephone, DEP must receive a written certification from the licensed medical doctor, licensed nurse practitioner or the NYCDOHMH within ten (10) days or the initial certification by telephone will be void.~~

~~_____ (iv) **Written Notice.**~~

~~_____ Within ten (10) days of receipt of written certification, DEP shall provide the Customer and such resident with a written notice that:~~

~~_____ (aa) **DEP received such certification and such certification is effective for thirty (30) calendar days;**~~

~~_____ (bb) **advises the Customer and such resident of the procedures required for renewal of certification, including specifically a statement that if the Customer or such resident does not renew the certification before the thirty (30) day period expires and arrangements to provide Access to DEP are not made, DEP may proceed with Termination.**~~

~~_____ (c) **Procedures for Renewal of Certification.**~~

~~_____ (i) **Renewal.**~~

~~_____ If the significant medical condition is likely to continue beyond the expiration of any written certification, the certification may be renewed, provided that before the expiration of the initial certification a licensed medical doctor, licensed nurse practitioner or official of the NYCDOHMH submits a new written certification that also states the expected duration of the significant medical condition and explains the reasons why Termination of Service would aggravate the significant medical condition.~~

~~_____ (ii) **Effective Date.**~~

~~_____ A renewed certification remains in effect for 30 days, except for cases certified as chronic by a licensed medical doctor, licensed nurse practitioner or official of the NYCDOHMH. Such renewed certification for those chronic cases shall be in effect for 60 days or longer if documentary evidence supports such longer period. Any request for a renewed certification shall be made in writing to the Deputy Commissioner, who shall be authorized to approve such longer period stating any special conditions to be met by the Customer.~~

~~_____ (iii) **Resumption of Termination.**~~

~~_____ DEP may only Terminate Service to a Customer who has submitted a certification of a significant medical condition after written notice, sent via overnight mail, has been provided to the Customer and if applicable, such resident, of DEP's determination that the certification of a significant medical condition is no longer in effect. In such instances, DEP shall affix a notice to the entranceway of the~~

~~premises served at least ten (10) days prior to Termination.~~

~~5.2 Customers or Residents who are Elderly, Children, Blind or Disabled.~~

~~(a) Suspension of Termination.~~

~~DEP shall not Terminate Service or refuse to restore service to a residential premises where the Customer or any other remaining residents of the households are known or identified to DEP within the previous six months as being blind, disabled, a Child or 62 years of age or older without complying with the procedures set forth in this Section.~~

~~(b) Procedure Before Termination of Service.~~

~~In cases where DEP has been made aware that in the previous six months that a resident or residents of a residential premises meets the conditions of Section 5.2(a) above, DEP shall make an effort as set forth in Section 5.2(e) to contact personally an adult resident at the subject premises before Termination of Service to attempt to secure an agreement that would avoid Termination by arranging for Access to the premises; (i) if contact is made with an adult resident, DEP shall afford such Customer 72 hours to arrange for Access to the premises and prevent Termination of Service; and (ii) where efforts at personal contact are unsuccessful or where DEP and a Customer are unable to reach an agreement, DEP shall notify the NYC Human Resources Administration/Department of Social Services (“NYCHRA”) of the name and address of the Customer and if applicable, such resident, and the date of termination so that such office may ascertain if the Customer and if applicable, such resident, is eligible for any assistance. DEP must continue service for at least twenty (20) days after providing this notice, unless notified by such office that other arrangements have been made.~~

~~(c) Procedures After Termination of Service.~~

~~In cases where Service has been Terminated and DEP is later notified that the Customer should have received the protections under this Section 5.2, DEP shall make an effort as set forth in Section 5.2(e) to contact personally an adult resident at the subject premises within 24 hours of such notification to attempt to secure an agreement that would arrange for Access and restore service. Where efforts at personal contact are unsuccessful or where the DEP and the Customer are unable to concur on an agreement, DEP shall notify the NYCHRA of the name and address of the Customer and if applicable, such resident, and the date of Termination so that such office may ascertain if the Customer and if applicable, such resident, is eligible for any assistance.~~

~~(d) Contact with Adult Resident.~~

~~In cases where DEP has Terminated Service consistent with the provisions of~~

~~this Section, DEP shall make an effort as set forth in Section 5.2(e) to contact personally an adult resident at the subject premises within 10 calendar days after Termination, to determine whether alternative arrangements have been made for the provision of service and, if none have been made, attempt to secure an agreement that would arrange for Access to the premises and restore service.~~

- ~~(e) Timing of Contact with Adult Resident.~~
- ~~For purposes of this Section, when DEP is required to make an effort to contact personally an adult resident, DEP must:~~
 - ~~(i) attempt to call such person once between 9:00am and 5:00pm and if unsuccessful, twice between 6:00 p.m. and 9:00 p.m. on weekdays or 9:00 a.m. and 5:00 p.m. on Saturdays and Sundays, if there is a telephone; and~~
 - ~~(ii) make an onsite personal visit, if there is no telephone or if telephone contacts are unsuccessful.~~

~~5.3 Procedures During Cold Weather Periods for Premises with Heat Related Service.~~

- ~~(a) Suspension of Termination.~~
- ~~During Cold Weather Periods, before Terminating Service to any residential premises with Heat Related service, DEP shall first make an attempt to determine whether a resident of the subject premises may suffer serious impairment to health or safety as a result of termination, in accordance with the procedures set forth below. Doubts as to whether a person may suffer serious impairment to health or safety as a result of Termination of Service must be resolved in favor of making such a finding. As used in this Section 5.3, the following terms shall have the respective meanings assigned to each below:~~
 - ~~(i) A “Cold Weather Period” shall mean that period of time from December 21 to the last day of February of any year and at such other times subject to the approval of the Commissioner of DEP considering temperature and health and safety conditions.~~
 - ~~(ii) “Heat Related Service” shall mean water service which is necessary for the on-going operation of a Customer’s primary heating system.~~
- ~~(b) Impairment to Health and Safety.~~
- ~~For the purposes of this Section 5.3, a person may suffer serious impairment to health or safety as a result of Termination of Service when there is evidence of any of the following:~~
 - ~~(i) dependency on such service due to age, poor physical condition or mental incapacitation;~~
 - ~~(ii) use of life support systems;~~
 - ~~(iii) significant medical condition as set forth in Section 5.1 hereof; or~~

~~————— (iv) ——— disability or blindness.~~

~~(c) — Procedures.~~

~~————— DEP shall not Terminate Service to Customers known to be receiving Heat Related Service during Cold Weather Periods, unless DEP has made an effort as set forth in Section 5.2(e) to contact personally the Customer or an adult resident at the subject premises at least 72 hours before the intended termination, and if unsuccessful, at the time of Termination of Service, in order to determine whether a resident may suffer a serious impairment to health or safety as a result of Termination of Service, to fully explain the reasons for Termination of Service and to provide the Customer with information on the protections available under this Section 5.3.~~

~~(d) — Continuation of Termination.~~

~~————— Where DEP determines that a resident may suffer a serious impairment to health or safety as a result of Termination, DEP shall not Terminate Service unless:~~

- ~~————— (i) ——— DEP notifies the NYCHRA orally and in writing within ten (10) days of an intended service termination, that a resident may suffer a serious impairment to health or safety as a result of termination; and~~
- ~~————— (ii) ——— such office, after an investigation, informs DEP 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.~~
- ~~————— (iii) ——— if DEP has notified such office under Section 5.3 (d)(i) it must inform the Customer of the referral and explain its purpose.~~

~~(e) — Termination of Service~~

~~————— (i) ——— if DEP Terminates Service to a Customer under this Section 5.3, and the Customer or an adult resident of the subject premises was not personally contacted by DEP before Termination of Service and the Customer has not contacted DEP for the purpose of requesting reconnection before 12 noon on the day following Termination of Service, DEP must, 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 service remains Terminated. If DEP determines that a serious impairment to health or safety may result, it must immediately restore service. If DEP 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 premises have been~~

~~vacated, DEP must immediately refer the name and address of the Customer to the NYCHRA.~~

~~(ii) _____ if DEP discovers that a premises water supply and/or wastewater service lines and/or appurtenances do not comply with City regulations governing such service lines and appurtenances, DEP may decide to Terminate Service to a residential premises because of an unsafe water supply or public health condition arising out of such non-compliant service lines and equipment. DEP shall determine, in accordance with this Section, whether a resident of the subject premises may suffer a serious impairment to health or safety as a result of Termination. If DEP determines that a resident may suffer a serious impairment, it must follow the procedures set forth in subdivisions (b) and (c) above; provided however, that continued service is not required if it is impractical for DEP to eliminate such unsafe condition. In any cases where a resident of the subject premises may suffer a serious impairment to health or safety and DEP Terminates Service to preclude the continuation of an unsafe condition, DEP shall notify the NYCHRA on the same day Service is Terminated and request an immediate consideration of the case.~~

~~Section 6. Fee for Termination of Service~~

~~The Board may establish, and may from time to time revise, fees to be charged to Customers in connection with (i) any Termination of Service to a Customer under this Regulation, and (ii) for any restoration of service to such Customer. Such fees for Termination and restoration of service shall be due and payable to the Board upon performance of the work by DEP and upon issuance of the Charge. If any such fee is not paid when due, it shall be deemed a delinquent charge and shall, to the fullest extent permitted by law, become a lien against the premises served and a Charge against the owner thereof.~~

~~Section 7. such service Restoration of Service~~

~~Once service is Terminated pursuant to this Regulation, it shall not be restored unless and until Access to the premises has been facilitated and/or provided and any outstanding fees owing to the Board for the Denial of Access Account Administration Fee and any other fees imposed as a result of the Termination pursuant to the Termination of Service Regulation, or for the restoration of service, shall have been paid to the Board in full or have been accounted for in a payment agreement acceptable to DEP and the Board.~~

~~Section 8. Public Service Law~~

~~In accordance with the requirements of the New York City Municipal Water Finance Authority Act, all service terminations shall be carried out in accordance with the provisions of Subdivisions three a, three b and three c of Section 89 b and Section 116 of the Public Service Law, as applicable.~~

NEW YORK CITY WATER BOARD

June 6, 2025

RESOLUTION

WHEREAS, the Board is authorized pursuant to Sections 1045-g(4) and 1045-j of the New York City Municipal Water Finance Authority Act (the “Act”) to establish fees, rates, rents or other charges for the use of, or services furnished, rendered or made available by the water and wastewater system of the City of New York (the “City”); and

WHEREAS, in accordance with the public hearing requirements described in Sections 1045-j (3) and 1045-j(9a) of the Act, (i) public hearings were held in the boroughs of Staten Island, Brooklyn, Queens, the Bronx, and Manhattan on May 27, 28, 29, and June 2 and 3, 2025 respectively, (ii) the public was given an opportunity at the hearings to present testimony to members and officers of the Board, as well as to the general public, (iii) the public was also provided the opportunity to email, mail, or otherwise communicate testimony to the Board pursuant to the information provided in the public notices of the hearings that were first published on May 6, 2025, and (iv) a transcript of the hearings and all written statements submitted by June 4, 2025 have been received and reviewed by the Board; and

WHEREAS, the Board has further determined the reasonableness of the proposal recommended by staff to amend the Board’s policies and procedures described in Board Regulation Number 4, relating to customers facing what was formerly known as the Board’s Theft of Services billing provisions, and which would under the amended Regulation be known as the Billing Interference regulation, as set forth in the attached Appendix A, including amendments relating to the plumbing configurations and Department of Environmental Protection permit conditions which would qualify as the basis for invoking the Regulation, and

the term of the available cure period for customers facing billing actions under Regulation Number 4, it is therefore

RESOLVED, that the proposed amendments to the policies described in the Board's Regulation Number 4 relating to termination of water service are hereby approved.

New York City Water Board

Regulation Number 4

~~Theft of Services~~

Billing Interference

Effective: July 1, 2009, as subsequently amended through the amendment effective July 1, 2025.

Statement of Basis and Purpose

This regulation is authorized by Sections 1045-g(3), g(4), g(17) and j(5) of the New York Public Authorities Law, which provide that the New York City Water Board (the “Board”) shall establish, fix, revise, charge, collect and enforce the payment of all fees, rates, rents and other service charges for the use of, or services furnished, rendered or made available by the water system and wastewater utility systems of the City of New York (the “System”) and that rules and regulations of the Board may provide for the enforcement of fees and service charges and the discontinuance or disconnection of the supply of water or the provision of ~~sewerage~~wastewater service, or both, for non-payment of charges imposed by the Board.

Pursuant to an Agreement of Lease, dated as of July 1, 1985, as amended (as so amended, the “Lease”), between the City of New York (the “City”) and the Board, the City leased the System to the Board. The Lease provides that the City shall continue to operate and maintain such System and to enforce the rules and regulations of the Board and of the City relating to the use thereof. This function is performed by the New York City Department of Environmental Protection, an executive agency of the City (“DEP”).

It is evident that when a customer receives System services it should be billed a fair and equitable amount in proportion to the quantity of services provided and received and in proportion to other users of the System. When actions taken by a customer interfere with or have the potential to interfere with the accurate measurement of service usage to the extent that the usage measurement devices may reflect less than the quantity of services actually received ~~and~~, the charges rendered for such usage accordingly ~~are~~may be understated, ~~a theft of services has occurred because a quantity of services actually received by the customer has neither been charged nor paid. The theft of services. Such billing interference~~ by a customer, whether by direct action or by the toleration of actions taken by others, negatively affects the Board’s ability to levy and collect rates and charges in a fair and equitable manner from all properties connected to the System and imposes additional costs on every responsible customer of the System. This Regulation is intended to recover those costs directly from the parties responsible for or benefiting

Regulation Number 4

Theft of Services Billing Interference

from the impairment of System revenue. In addition, water and ~~sewer~~wastewater charges are a lien on the premises served and all charges issued pursuant to this regulation will, if unpaid, constitute a lien on the property served and a charge against the owner thereof.

When system services are tampered with, a reasonable inference can be made that the party receiving the tampered service received more services than was previously charged and collected. Therefore, the charges imposed for the period of suspected ~~theft~~billing interference should be in excess of the average recorded usage for the property. Because ~~theft of service~~billing interference implies impeding the ability of service usage measurement devices to record actual usage, it is impossible to know with certainty the precise quantity of services received ~~and stolen~~. In order to properly recover the appropriate revenue a reasonable approximation of the usage level must be made. This estimation should serve to both recover the revenue associated with the amount of services which could have been received and at the same time act as a rational disincentive to other and future ~~thefts of services~~billing interference. Accordingly, the Board will impose an attributed consumption charge that will be equivalent generally to usage by high consumers in the building usage class associated with the property in question for the applicable period of prospective and retroactive billing. In addition, this Regulation will impose charges to recover the fixed costs associated with investigating and determining that services and revenue were compromised and that the tampered service has been corrected by imposing a fixed account administration fee on each account where a determination of ~~theft of services~~billing interference has been made by DEP. Customers that disagree with the imposition of the account administration fee or attributed consumption charge ~~shall~~may utilize the Board's existing appeal process as provided for in the Rate Schedule.

DEP procedures require that, upon installation of a meter connected to the water supply system, DEP must inspect and seal the meter. Sealing of the meter indicates DEP approval of the installation and prevents tampering. Whenever it inspects a meter, DEP always inspects to make sure that the meter is sealed and that the seal remains intact. If the seal is broken, it becomes possible for anyone to tamper with the meter and to falsify readings. Accordingly, having an unsealed meter in place constitutes billing interference.

This regulation was considered at public hearings held on April 27, 28, 29, and 30, 2009, was approved by the New York City Water Board at its meeting of May 15, 2009, and became effective July 1, 2009. This First Amendment was considered at public hearings held on May 27, 28, 29, June 2, and 3, 2025, was approved by the New York City Water Board on June 6, 2025, and became effective July 1, 2025. This First Amendment

Regulation Number 4

Theft of ServicesBilling Interference

changes the title of this Regulation from “Theft of Service” to “Billing Interference;”¹ adds a provision for the issuance of a Billing Interference Warning Notice issued prior to the imposition of the Billing Interference Account Administration Fee and Attributed Consumption Charges; explicitly lists conditions that have always been one of the predicates for a Determination of Billing Interference, though previously not listed by name in the Regulation; explicitly excludes conditions that do not constitute Billing Interference; revises notice and mailing provisions for Billing Interference Warning Notices and Billing Interference Cease and Desist Orders; and other miscellaneous changes.

¹ Since its adoption in 2009 and by its very terms, Regulation No. 4 has always applied to both intentional and unintentional, but otherwise culpable, conduct that impedes DEP’s ability to accurately bill water consumption and/or imposes costs on the System. The use of the term Billing Interference more accurately describes the content of Regulation No. 4. Any reference to a prior determination of Billing Interference in this Regulation, Water Board Regulation No. 2, Termination of Service, Water Board Regulation No. 3, Denial of Access, and the Rate Schedule, includes any prior determination of Theft of Service pursuant to this Regulation No. 4 prior to the effective date of this current version of Regulation No. 4.

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Section 1. Definitions

As used in this Regulation, the following terms² shall have the respective meanings ascribed to them below:

- (1) “Access” means the ability to inspect a Customer’s water and/or sewerwastewater service and premises in order to ensure the accuracy of charges and includes, but is not limited to the ability to inspect, test, install, repair or upgrade water meters, remote reading devices and any appurtenant System equipment.
- ~~(2) “Account Administration Fee” is the fee authorized pursuant to the Rate Schedule upon DEP’s issuance of a Determination of a Theft of Services.~~
- ~~(3)~~
(2) “Attributed Consumption Charges” are the charges authorized pursuant to the Rate Schedule in addition to the Billing Interference Account Administration Fee ~~upon following~~ DEP’s issuance of a Determination of ~~a Theft of Services~~Billing Interference.
- (43) “Authorized Representative” means any individual or organization who has an original ‘Letter of Authorization’ (“LOA”) on file with DEP, signed by the owner of the premises and notarized, designating that individual or organization as the Authorized Representative. If such LOA fails to state a specific end date, DEP will deem it to expire one year from the date of notarization. A valid Letter of Authorization must contain a statement that the owner hereby rescinds any previously issued LOA. In cases where an owner has authorized multiple representatives, DEP shall deem the latest dated LOA to be valid, superseding any earlier dated LOA.
- (4) “Billing Interference” means such circumstances as set forth in Section 3.1 of this Regulation.

² Terms used in this Regulation, which are not defined herein, shall have the meanings set forth in New York City Water and Wastewater Rate Schedule then in effect for the period during which Billing Interference was at issue. Should the same term be defined both in this Regulation and the Rate Schedule, for purposes of this Regulation, the definition herein shall govern.

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- (5) “Billing Interference Account Administration Fee” is the fee authorized pursuant to the Rate Schedule upon DEP’s issuance of a Determination of Billing Interference.
- (6) “Billing Interference Cease and Desist Order” means the notice provided to a Customer by DEP stating that the Billing Interference Account Administration Fee and Attributed Consumption Charges have been imposed on the Customer’s account.
- (7) “Billing Interference Regulation” means this Water Board Regulation No. 4, Billing Interference, effective July 1, 2009 as subsequently amended through the amendment effective July 1, 2025.
- (8) “Billing Interference Warning Notice” means the notice provided to a Customer by DEP warning that, if the Customer fails to act within 30 days to correct the illegal plumbing condition or, in the case where DEP has evidence of actual water usage during any time when the billing interference condition persisted and regardless of whether the illegal plumbing condition is fixed within the 30 day period, DEP will impose the Billing Interference Account Administration Fee and Attributed Consumption Charges on the Customer’s account pursuant to a subsequently issued Billing Interference Cease and Desist Order.
- (9) “Board” means the New York City Water Board.
- (610) “Charges” means fees, rates, rents or other charges imposed by the Board and/or DEP pursuant to the Rate Schedule.
- (711) “City” means The City of New York.
- (812) “Customer” means a current property owner or Authorized Representative of a property owner.
- (913) “Days” unless otherwise stated means calendar days.
- (10)(14) “Delinquent Charges” shall mean Charges which remain unpaid after the due date thereof.
- (15) “Demand for Access” means the issuance of a notice by DEP to a Customer which requires the Customer to provide and/or facilitate access to the Customer’s premises to DEP at a time and in a manner acceptable to DEP.

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(16) “Denial of Access” means a failure of the Customer to provide and/or facilitate access to DEP as required in the Demand for Access.

~~(12)~~

(17) “Denial of Access Regulation” means Water Board Regulation No. 3, Denial of Access, effective July 1, 2002, as subsequently amended through the amendment effective July 1, 2025.

(18) “DEP” means the New York City Department of Environmental Protection or any authorized agents of DEP.

~~(13) “Deputy Commissioner” means the Deputy Commissioner of the DEP Bureau of Customer Services, or designee.~~

~~(14)~~

(19) “Determination of Theft of Services Billing Interference” means DEP’s written notice of a finding of a Theft of Services Billing Interference.

~~(15) “Executive Director” means the Executive Director of the Board.~~

~~(16)~~

(20) “Rate Schedule” means the Board’s ~~effective~~ Water and Wastewater Rate Schedule then in effect when the Billing Interference occurred.

(21) “System” means the Water Supply System and the Wastewater System collectively.

(22) “Termination of Service”, “Terminate Service”, “Terminating Service”, “Terminate”, and all such similar word forms mean the discontinuance or disconnection of the supply of water and/or the provision of ~~sewer~~ wastewater service to any Customer.

~~(19) “Theft of Service” means such circumstances as set forth in Section 3.1 of this Regulation.~~

~~(20) “Theft of Services Cease and Desist Order” means the notice provided to a Customer by DEP stating that the Customer must correct the plumbing condition resulting in an actual or potential theft of services condition at the premises within three (3) days.~~

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~~(21)~~(23) “Termination of Service Regulation” means Water Board Regulation No. 2, Termination of Service, effective February 29, 2008, as subsequently amended through the amendment effective July 1, 2025.

~~(24)~~ “Water Board” means the New York City Water Board.

~~(22)~~(25) “Water Board Regulations” means collectively, the Termination of Service, Denial of Access and Billing Interference Regulations.

~~(26)~~ “Water Supply System” and “Wastewater System” mean, respectively, the water system and wastewater system under the control and jurisdiction of the Board.

Section 2. General Provisions

2.1 No Alteration of Rights, Powers and Privileges of DEP and Board.

Nothing contained herein shall be deemed to alter, amend or modify the rights, powers, or privileges of DEP or the Board otherwise conferred by law, or to subject DEP or the Board to the jurisdiction of any other governmental agency, authority, board, bureau, department or other body with respect to any Determination of Billing Interference.

2.2 Delivery of Notices.

Unless otherwise specified, delivery of notices as provided herein shall be made by regular mail.

~~2.3—Termination of Service due to Public Health Concerns.~~

~~2.3 Nothing contained herein is intended to, nor should it be interpreted as, limiting any powers of DEP to protect the health, safety and welfare of the citizens of the City by entering a premises without notice to prevent a contamination of the Water Supply System or other threat to the public health, safety and welfare, including, but not limited to, situations involving a cross-connection of a property's plumbing system, back-flow to the Water Supply System or a leaking water consuming fixture, water supply or sewer transport pipe.~~ Termination in Addition to Other Remedies.

Anything in this Regulation to the contrary notwithstanding, Termination of Service, pursuant to the Termination of Service Regulation, shall be in addition to, and not in lieu of, any other right or remedy available to DEP or the Board with respect to Delinquent Charges, including (without limitation) the imposition and enforcement of a lien on real

property or a collection action to the extent permitted by applicable law.

Section 3. Determination of ~~Theft of Services~~Billing Interference

3.1 Definition of ~~Theft of Services~~Billing Interference.

- (a) The Customer is responsible for safeguarding the meter and meter appurtenances and ensuring the integrity of the property's plumbing system. DEP shall make a Determination of ~~Theft of Services~~Billing Interference upon a finding by DEP that any of the following conditions are present on a premises and that such conditions reasonably are associated with the taking of System services and the impairment of the billing therefor:
- i. Unauthorized bypass of the meter;
 - ii. Tampering with the meter;
 - iii. Breaking, picking or damaging the meter seal;
 - iv. Removing, disabling or adjusting meter registers;
 - v. Removing the meter or removing and installing the meter backwards;
 - vi. Moving the meter without permission;
 - vii. Installing or replacing a meter without a permit from DEP or installing or replacing a meter and failing to return the completed permit to DEP or having a meter in place without DEP sealing the meter;
 - ~~vii~~.viii. Extending authorized flat-rate residential services to any unauthorized commercial users;
 - ~~viii~~.ix. Extending authorized flat-rate residential services to any additional unauthorized residential services;
 - ~~ix~~.x. Unauthorized connections to water lines, hydrants, valves or other appurtenances not owned by the Customer;
 - ~~x~~.xi. Tampering with any equipment designed to supply or to prevent the supply of any System services either to the public or to the Customer's premises;
 - ~~xi~~.xii. Use of sprinkler system water service for any purpose other than fire protection;
 - ~~xii~~.xiii. Obstructing, defacing or destroying the meter to prevent a meter reading;
 - xiv. Any unauthorized direct or indirect connection to the meter or water supply system;
 - ~~xiii~~.xv. Any unauthorized direct or indirect connection to the sewer system; or
 - ~~xiv~~.xvi. Any other action or inaction that may reasonably result in costs to the System or the loss of revenue to the Board.

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(b) The following conditions shall not be deemed to constitute Billing Interference:

- i. Having a tee connection before the meter, for which the customer received approval from DEP and for which there is no evidence of water usage from the unmetered leg of the tee connection; and
- ii. Removing a meter without a permit, where the water service was previously plugged or the tap connecting the service line to the water main has been destroyed pursuant to a DEP permit.

3.2 Observation of ~~a Theft of Services~~ Billing Interference.

If DEP observes a ~~Theft of Service~~ Billing Interference condition, DEP shall issue a ~~Determination of Theft of Services and a Theft of Services Cease and Desist Order.~~ Billing Interference Warning Notice. This ~~Determination and Order~~ Warning Notice shall be sent by regular ~~and certified~~ mail to the owner and any Authorized Representative at the property address and any other address to which the Customer and any party registered receives the bills for water and wastewater charges, and to any email addresses of the Customer or Authorized Representative on file with DEP to receive third party notification or copies of quarterly bills or delinquency notices. In addition, DEP will send a copy by regular ~~and certified~~ mail to the property owner's address registered with the New York City Department of Finance and the New York City Department of Housing Preservation and Development, if different from the DEP registered address. Upon making this Determination, DEP shall impose the ~~Account Administration Fee and Attributed Consumption Charges as indicated in the Rate Schedule.~~ The Theft of Services Cease and Desist Order. The Billing Interference Warning Notice shall require the Customer to correct any ~~unlawful plumbing arrangement~~ conditions identified therein within ~~three (3)~~ thirty days of the notice date and shall require the Customer to promptly provide and/or facilitate Access to the premises for a confirmation inspection at a time and in a manner acceptable to DEP. Should the Customer fail to correct the unlawful condition and request a confirmation inspection within 30 days of the Billing Interference Warning Notice, or, in the case where DEP has evidence or a reasonable belief of actual water usage during any time when the billing interference condition persisted and regardless of whether the illegal plumbing condition is fixed within the 30 day period, DEP shall issue a Determination of Billing Interference and a Billing Interference Cease and Desist Order, which shall impose on the Customer's account the Billing Interference Account Administration Fee and Attributed Consumption Charges as indicated in the Rate Schedule. This Determination and Order shall be sent by regular and certified mail to the owner and any Authorized Representative at the property address and any other address to which the Customer receives the bills for water and wastewater charges, to any Authorized Representative at the address provided to DEP, and to any email addresses of the Customer or Authorized Representative on file with DEP.

~~3.3~~ Potential Theft of Services.

Should DEP not make any of the mailings or email notifications set forth in this section 3.2, it shall have no bearing on DEP's ability to impose the Billing Interference Account Administration Fee or any Attributed Consumption Charges, provided that DEP has proof of the Customer's actual knowledge of the Billing Interference condition.

3.3 Suspicion of Billing Interference.

DEP may suspect a ~~potential Theft of Services~~ Billing Interference in any situation ~~with where DEP has a reasonable potential for~~ basis to believe a Theft of Services Billing Interference condition exists, including but not limited to stagnant or low meter readings for the property type or a Denial of Access. ~~If evidence suggests the potential of Theft of Services~~ In such circumstances, DEP may issue to the Customer a Demand for Access to the meter and the premises. The Demand for Access notice shall be sent by regular and certified mail to to the owner and any Authorized Representative at the property address and any other address to which the Customer and any party registered with receives the bills for water and wastewater charges, to any Authorized Representative at the address provided to DEP to receive third party notification or copies, and to any email addresses of quarterly bills or delinquency notices and the Customer or Authorized Representative on file with DEP. The Demand for Access shall provide the Customer with information on how to arrange an inspection with DEP. ~~In addition, DEP will send a copy of the notice by regular and certified mail to the property owner's address registered with the New York City Department of Finance and the New York City Department of Housing Preservation and Development, if different from the DEP registered address.~~ The Customer must provide and/or facilitate Access within ~~three~~ (thirteen (14)) days of the notice.

(a) Customer Provides Access – No ~~Theft of Services~~ Billing Interference.

If the Customer provides and/or facilitates Access to the premises within ~~three~~ (thirteen (14)) days of the notice and the inspection confirms there is no ~~Theft of Services~~ Billing Interference or ~~potential Theft of Services~~ suspected Billing Interference, the account will not be subject to the ~~Theft of Services~~ Billing Interference Account Administration Fee and Attributed Consumption Charges, but may be subject to any upward or downward adjustment of charges otherwise authorized pursuant to the Rate Schedule.

(b) Customer Provides Access – Determination of ~~Theft of Services~~ Billing Interference.

If the Customer provides and/or facilitates Access to the premises within ~~three~~

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~~(3fourteen (14) days of the Demand for Access notice and the inspection confirms a Theft of Services~~Billing Interference condition, DEP shall issue a ~~Determination of Theft of Services and a Theft of Services Cease and Desist Order pursuant to~~Billing Interference Warning Notice as set forth in Section 3.2.

(c) Customer Does Not Provide Access.

_____If Access is not provided and/or facilitated within ~~three (3fourteen (14) days of the date of the Demand for Access notice, DEP is authorized to pursue all enforcement actions authorized by~~ the Water Board Regulations and the Rate Schedule.

Section 4. Fees and Charges

4.1 Billing Interference Account Administration Fee and Attributed Consumption Charges.

DEP shall impose the ~~Theft of Services~~Billing Interference Account Administration Fee and Attributed Consumption Charges backdated to the date that DEP has a reasonable belief that the Billing Interference began up to a maximum of four years as indicated in the Rate Schedule in each case where DEP has issued a Determination of ~~Theft of Services~~Billing Interference pursuant to this Regulation. DEP will continue billing based upon Attributed Consumption Charges will continue until the Billing Interference Cease and Desist Order is complied with as confirmed by DEP inspection.

4.2 Meter Repair or Replacement.

Pursuant to the Rate Schedule, the Customer is responsible for the actual replacement or repair cost to any meter or DEP equipment that has been damaged.

4.3 Customer Appeal of Fees or Charges.

Customers that disagree with the imposition of the Billing Interference Account Administration Fee or Attributed Consumption Charges imposed pursuant to this Regulation and the Rate Schedule may utilize the Board's appeal process as provided for in the Rate Schedule.

Section 5. Enforcement

5.1 Lienable Charges.

All ~~Theft of Service~~Billing Interference charges and fees are Charges and if ~~they are~~

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not paid are a lien on the premises served pursuant to Section 1045-j of the New York State Public Authorities Law.

5.2 Termination of Service for ~~Denial of Access or~~ Failure to Comply with a ~~Theft of Services~~Billing Interference Cease and Desist Order.

If a Customer fails to ~~provide and/or facilitate Access to the meter pursuant to a Demand for Access or fails to~~ comply with a ~~Theft of Services~~Billing Interference Cease and Desist Order, DEP may commence Termination of Service pursuant to ~~the Board's Water Board~~ Regulation ~~Number 3, Denial~~No. 2, Termination of ~~Access~~Service.

NEW YORK CITY WATER BOARD

RESOLUTION

WHEREAS, pursuant to 1938 and 1957 agreements between the City of New York (“City”) and the Town of Carmel, New York (“Town”), the City owns and operates a wastewater treatment plant (the “Mahopac WWTP”) located at 35 Mud Pond Road within the Town (the “Property”); and

WHEREAS, the Mahopac WWTP discharges treated wastewater effluent from the Town into Mud Pond Brook, which flows directly into the City’s Croton Falls Reservoir, a source of drinking water for the City of New York; and

WHEREAS, Mahopac WWTP must be refurbished to replace equipment and methods of operation that are approaching the end of their useful life; and

WHEREAS, the City incurs salary and operation and maintenance costs to operate each of the Mahopac WWTP, the Society Hill WWTP, and the Mahopac Village Center WWTP; and

WHEREAS, the City incurs Town, County, and School District taxes on the Property; and

WHEREAS, the City desires to be relieved of the obligations of owning, operating, and maintaining the Mahopac WWTP; and

WHEREAS, there is a potential threat to water quality posed by future failures of septic systems along NYS Route 6 that could be eliminated by the extension of a sewer collection system that includes construction of new sewers to collect sewage from an extended district and consolidates wastewater treatment from the facilities known as “Society Hill WWTP” and “Mahopac Village Center WWTP” and conveys it to the expanded Mahopac WWTP for treatment; and

WHEREAS, the refurbished and expanded Mahopac WWTP will benefit both the City by preventing potential future water quality concerns within the City’s water supply system; and

WHEREAS, the City has entered into a contract with the New York State Department of Environmental Conservation (“DEC”), dated August 9, 2022, whereby the DEC has agreed to

provide certain funds to the City to be allocated to among other water quality projects located within the New York City watershed, including the disposition of the Mahopac WWTP to the Town; and

WHEREAS, the New York City Administrative Code §4-106(9), authorizes the conveyance of rights in, over or across water supply lands for “sewer” projects or any other public purpose, and DEP certifies that the proposed conveyance will not endanger or injure the water supply structures or other property of the city or interfere with the use and operation thereof for water supply or sanitary protection purposes; and

WHEREAS, pursuant to Section 11.1(d) of the Lease between the City and Board, dated July 1, 1985, the City may, with the prior written consent of the Board, including receipt of a certificate signed by the Consulting Engineer, dispose of real property covered by the Lease, as long as the conveyance does not materially adversely affect the revenues of the City’s water or sewer system, or impair the ability of the Board to make any payments required by the Lease or any other agreement to which the Board or City may be bound.

WHEREAS, it is the judgment of the Board that such transfer of the Mahopac WWTP to the Town provides benefits to the City and will not interfere with the operation and maintenance of the City’s water or sewer system or the collection of revenues from the system, it is therefore

RESOLVED, that that, pursuant to Section 11.1(d)(i) of the Lease, the Board hereby releases its leasehold interest in the conveyed property; and be it further

RESOLVED, that the officers of the Board be, and each of them hereby is authorized and empowered, in the name and on behalf of the Board, to grant such consent and to take such other and further actions as the officers or any officer deems necessary or appropriate to effectuate the foregoing resolution.