

**Original Adoption 7/1/1999**  
**First Amendment 5/3/2002**  
**Second Amendment 11/9/2007**  
**Third Amendment 2/29/2008**

## **New York City Water Board**

### **Regulation Number 2**

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

**Effective: February 29, 2008**

#### **Statement of Basis and Purpose**

The regulation is authorized by Sections 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 sewerage service, or both, for nonpayment of charges imposed by the Board.

The regulation authorizes the New York City Department of Environmental Protection (“DEP”) to terminate water and sewer services to customers because of nonpayment of assessed charges. 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 Charges.

This 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. Subsequently, a First Amendment was approved in May 2002, a second amendment was approved in November 2007 and a third amendment was approved in February 2008. The February 2008 amendments include clarifications, as well as several significant changes, including: modifying provisions to require that payment be received by DEP by 5:00 PM on the day prior to the date service termination is to be performed in order to prevent termination; removing provisions that required DEP to discontinue 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 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.

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

**Section 1. Definitions**

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

- (1) “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) “Board” shall mean the New York City Water Board.
- (3) “Charges” shall mean fees, rents or other charges imposed by the Board and/or DEP.
- (4) “Child” or “Children” shall mean a person under six years of age.
- (5) “City” shall mean The City of New York.
- (6) “Customer” means a current property owner or Authorized Representative of a property owner.
- (7) “Days” unless otherwise stated shall mean calendar days.
- (8) “Delinquent Charges” shall mean Charges which remain unpaid after the due date thereof.
- (9) “DEP” shall mean the New York City Department of Environmental Protection.
- (10) “Determination of Termination Complaint” or “Determination” shall mean the written determination by the Executive Director of the Board in response to a Termination Complaint submitted by a Customer.

- (11) “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) “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) “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) “Open Charges” shall mean Charges which are unpaid and include both Delinquent and non-Delinquent Charges.
- (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) “Termination of Service”, “Terminate Service”, “Terminating Service”, “Terminate”, and all such similar word forms shall mean the discontinuance or disconnection of the supply of water and/or the provision of sewer service to any Customer.

## **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 service to any Customer for nonpayment, 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 of a lien on real property 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.

### **Section 3. Termination of Service**

- 3.1 (a) Classes of Accounts Where Service May Be Terminated. 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) 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; 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 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;
  - (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 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 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. 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.

- (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 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.
- (d) Temporary Discontinuance of Termination. At the time that Termination of Service is to take place, DEP shall temporarily discontinue such Termination if:
  - (i) the Customer claims that payment in full of all Delinquent Charges giving rise to the 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 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
  - (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 Charge or Charges that the customer is disputing and a statement of the reason(s) why the Customer believes the Charges are incorrect;
  - (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.
- 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 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.
- 4.5 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. Such 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 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.** 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 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 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, 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) 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 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.

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. 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 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.

**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.