

POLICY TITLE: Discontinuation of Residential Water Service/Late fees

Reference:

Senate Bill No. 998: Discontinuation of Residential Water Service

California Government Code Sections 60370 -60375.5

Purpose/Background:

This policy enumerates Georgetown Divide Public Utility Water District's administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the District's website. The District can be contacted by phone at (530) 333-4356 to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

Text of policy:

Georgetown Divide Public Utility District, as an agency of the state, formed as a special district pursuant to general law for the local performance of governmental or proprietary functions within limited boundaries, is governed in the execution of the collection of delinquent accounts by California Government Code Sections 60370 – 60375.5. Furthermore, as an urban or community water system that supplies water to more than 200 service connections, the District is further governed, effective by law February 1, 2020, by Senate Bill No. 998.

- 1. Application of Policy.** This Residential Water Service Policy and Procedures (this "Policy") shall apply to all Georgetown Divide Public Utility District ("District") accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any provisions of the Georgetown Divide Public Utility District Ordinance, Resolution or other rules, regulations, or policies of the District, this Policy shall control.
- 2. Contact Information.** For questions or assistance regarding your water bill, the District's utility billing staff can be reached at (530) 333-4356. Customers may also visit the District in person Monday through Friday, from 8:00 a.m. to 4:30 p.m., except on District holidays. This Policy shall also be available on the District's internet website, at the following address: GD-PUD.ORG
- 3. Billing Procedures.** Water service charges are payable to the District once every other month. All bills for water service are due and payable upon receipt and shall be considered delinquent if not paid on the later of: 1) the last day of the service period of the bill; or 2) one month after the date the bill is issued by the District.
- 4. Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days, the District may discontinue water service to the service address.

4.1 Written Notice to Customer. The District will provide a mailed notice to the customer of record at least ten (10) business days before discontinuation of water service. The notice shall contain:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, or alternative payment schedule;
- (e) a description of the procedure to petition for bill review and appeal;
- (f) the telephone number where the customer may request a payment arrangement or receive additional information from the District.

4.2 Written Notice to Occupants or Tenants. If the District furnishes water through a master meter, furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp, or if the customer of record's mailing address is not the same as the service address, the District will also send a notice to the occupants living at the service address at least ten (10) business days before discontinuation of water service. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above and will also inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the District are provided in Section 8 below.

4.3 Posting of Notice at Service Address. If the District receives the written notice returned through the mail as undeliverable and is unable to make contact with the customer or an adult occupying the residence by telephone, the District will make a good faith effort to visit the residence and leave a notice of imminent discontinuation of residential service in a conspicuous place at the service address. The notice will be left at the residence at least forty-eight (48)

hours before discontinuation of service. The notice shall include:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) the procedure to petition for bill review and appeal;
- (e) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (f) the telephone number where the customer may request a payment arrangement or receive additional information from the District.

4.4 Circumstances Under Which Service Will Not Be Discontinued. The District will not discontinue residential water service for nonpayment under the following circumstances:

- (a) During an investigation by the District of a customer dispute or complaint under Section 5.1 below;
- (b) During the pendency of an appeal to the Board of Directors under Section 5.3 below; or
- (c) During the period of time in which a customer's payment is subject to a District-approved extension, amortization, or alternative payment schedule, under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.5 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

- (a) The District will not discontinue water service if all of the following conditions are met:
 - (i) The customer, or a tenant of the customer, submits to the District the certification of a licensed primary care provider that

discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

- (ii) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 - (iii) The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, or alternative payment schedule, with respect to the delinquent charges.
- (b) For any customers who meet all of the above conditions, the District shall offer the customer one of the following options, to be selected by the District in its discretion: (1) an extension of the payment period; or (2) an alternative payment schedule or amortization of the unpaid balance. The District Manager or designee will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the District's payment needs.
- (c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, which must be provided to the District at least 48 hours prior to the disconnection date, the District will review the documentation within seven (7) days and: (1) notify the

customer of the alternative payment arrangement selected by the District and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a). The District reserves the right to extend the customer documentation submission period at the District's discretion.

- (d) The District may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more:
 - (a) to pay his or her unpaid charges by the extended payment date;
 - (b) to pay any amount due under an alternative payment schedule or amortization agreement; or
 - (c) to pay his or her current charges for water service.

The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

4.6 Time of Discontinuation of Service. The District will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public.

4.7 Restoration of Service. The District will provide customers whose water service has been discontinued information on how to restore residential service. Such information shall indicate that the customer may contact the District by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the District.

5. **Procedures to Contest or Appeal a Bill.**

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within fifteen (15) days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) days after mailing.

5.2 Review by District. A timely complaint or request for investigation shall be reviewed by a manager of the District, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, or alternative payment schedule under Section 6.

5.3 Appeal to Board of Directors. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination by the District may appeal the determination to the Board of Directors by filing a written notice of appeal with the General Manager within ten (10) business days of the District's mailing of its determination. Upon receiving the notice of appeal, the General Manager will set the matter to be heard at an upcoming Board of Directors meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the Board of Directors shall be final.

6. **Extensions and Other Alternative Payment Arrangements.**

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within twelve (12) days after the mailing of a written notice of discontinuation of service by the District, the request will be reviewed by a manager of the District. District decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the Board of Directors.

6.2 Extension. If approved by the District, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The District Manager or designee shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance by the date set by the District and must remain current on all water service charges accruing during any

subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.

6.3 Alternative Payment Schedule or Amortization. If approved by the District, a customer may pay his or her unpaid balance pursuant to an alternative payment schedule or amortization that will not exceed twelve (12) months, as determined by the District Manager or designee, in his or her discretion. If approved, an alternative payment schedule may allow periodic lump-sum payments that do not coincide with the District's established payment date or may provide for payments made more or less frequently than the District's regular payment date. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the period of the alternative payment schedule or amortization, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment or amortization schedule and amounts due will be set forth in writing and provided to the customer.

6.4 Failure to Comply. If an original payment is at least sixty (60) days delinquent and a customer who has been granted an alternative payment arrangement fails to either:
(a) pay his or her unpaid charges by the extended payment date; or
(b) pay any amount due under an alternative payment schedule or amortization schedule, then the District may terminate water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

6.5 Payment Reductions or Waivers. Low Income customers can apply for the District's Low- Income Rate Assistance Program giving a discount of 25% off the base rate.

7. **Specific Programs for Low-Income Customers.**

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the District a household income below 200 percent of the federal poverty line, the District will:

- (a) Limit any reconnection fees during normal operating hours to fifty dollars (\$50), and during non-operational hours to

one hundred fifty dollars (\$150). The limits will only apply if the District's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

- (b) Waive interest charges on delinquent bills once every 12 months. The District will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The District will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. **Procedures for Occupants or Tenants to Become Customers of the District.**

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to District Terms and Conditions of Service. The District will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the District's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively discontinuing service to those occupants who have not met the requirements of the District's rules and regulations, the District shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant

shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

8.4 Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

9. **Procedures for Returned Checks.**

9.1 Notification of Disposition of Returned Check. Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone or email of the returned check. A 48-hour notice of termination of service due to a returned check will be generated. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

9.2 Returned Checks for Previously Disconnected Service.

In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

Any customer issuing a non-negotiable check as payment to restore service turned off for nonpayment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

10. **Language for Certain Written Notices.** All written notices under Section 4 shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the District's service area.

11. **Other Remedies.** In addition to discontinuation of water service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

12. **Discontinuation of Water Service for Other Customer Violations.** The District reserves the right to discontinue water service for any violations of District ordinances, rules, or regulations other than nonpayment.