

## **Water Shut Off Policy**

On September 28, 2018, Governor Brown signed into law Senate Bill 998, the Water Shutoff Protection Act, which changes the requirements and procedures relative to the discontinuation of residential water service for nonpayment beginning April 1, 2020.

On November 19, 2019, the Board of Directors of the Running Springs Water District adopted Ordinance No. 54, adopting amended Rules and Regulations for Water and Wastewater Service to incorporate Senate Bill No. 998 (SB 998) mandating new restrictions on discontinuation of residential water service for nonpayment and corrected inconsistencies in the Rules and Regulations.

## SECTION 9.0 - TERMINATION OF WATER SERVICE POLICY

### 9.1 Termination for Nonpayment

Water service charges are payable to the District on a monthly basis. All bills for water service are due and payable ten (10) calendar days after mailing by the District. Any bills not paid within such period are considered delinquent. Except as hereinafter provided, if a bill is delinquent for at least sixty (60) calendar days, the District may terminate water service to the premises by locking the meter, and the District shall not unlock the meter and resume service to the premises until required delinquent amounts, plus the unlocking fee then in effect, are paid in full. Further, the failure to pay a delinquent bill for water service within two (2) months from the date such locking occurs shall result in the District deactivating the water service account. Accounts that are locked and subsequently deactivated due to nonpayment shall not be reactivated until all delinquent bills for water service including the District's reconnection/reactivation fee have been paid in full. Fees for unlocking and reactivating the account shall be established by resolution of the Board of Directors, and may be changed from time to time. Notwithstanding the above, the District will not terminate water service for non-payment for the following reasons:

- a. While a District investigation of a customer dispute or complaint is still pending;
- b. When a customer has been granted an installment agreement or extension of time for payment of the bill;
- c. During an appeal to the District's Board of Directors;
- d. Upon certification by a licensed primary care provider that to do so will be life threatening or pose a serious threat to the health and safety of a resident of the premises; the customer is deemed financially unable to pay the bill in the normal payment period; and the customer is willing to execute an agreement with the District to pay the delinquency in installments over a period of time.

A customer is deemed financially unable to pay during the normal billing cycle if: (1) 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 (2) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

The customer is responsible for demonstrating that the above conditions have been met. Upon receipt of documentation from the customer, the District will review the documentation within seven (7) calendar days and either: (1) request the customer's signed agreement to pay the delinquency in installments; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the required conditions.

The District may discontinue water service if a customer who has been granted an installment agreement under this section fails to do either of the following for sixty (60) calendar days or more: (1) to pay any amount due under the installment agreement; or (2) 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.

## **9.2 Notice of Impending Termination of Water Service**

The District will mail written notice of impending termination of water service, postage prepaid, to the person to whom such service is billed at least fifteen (15) days prior to the date of the proposed termination of service. Written notice will include the following information:

- a. The name and address of the customer whose account is delinquent;
- b. The amount of the delinquency;
- c. The date by which payment or an arrangement for payment is required in order to avoid termination of service;
- d. The procedure for obtaining information on the availability or non-availability of financial assistance; and
- e. A description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension or other payment arrangement;
- f. The procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;
- g. The telephone number of the District's General Manager or other District representative to discuss arrangements for payment.

In addition, if the District furnishes water through a master meter or furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp and the customer of record's mailing address is not the same as the service address, the District will also post a notice to the occupants living at the service address at least ten (10) calendar days before discontinuation of water service. The notice will be addressed to "Occupant," will contain the information required 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 as provided in Section 10.11.

The District will also make a reasonable, good faith effort to contact the customer of record or an adult person living at the service address in person or by telephone at least seven (7) business days before discontinuation of service. The District will offer to provide a written copy of Sections 9.0 and 10.0 and to discuss options to avert discontinuation of water service for nonpayment, including the possibility of an extension or other payment arrangement.

Finally, if the District is unable to make contact with the customer or an adult person living at the service address in person or by telephone, the District will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of Sections 9.0 and 10.0 in a conspicuous place at the service address. The notice and copy of these sections will be left at the residence at least forty-eight (48) hours before discontinuation of service.

Water service will not be terminated for non-payment of a delinquency on any Saturday, Sunday, legal holiday, or at any time during which the District's business office is not open to the public.

### **9.3 Voluntary Disconnection**

An owner may request in writing that the water service to the premises where water service is received be deactivated or disconnected. Upon receipt of written request, the District shall deactivate and/or physically disconnect the water service to such premises. Following such a deactivation or disconnection, the owner may have the water service reactivated and/or reconnected by paying the balance on the account including the District's reactivation/reconnection fee then in effect.

### **9.4 Emergency Discontinuance**

Upon request of the owner or customer in the event of an emergency, if the control valve on the customer's side of the meter is not working properly, the District may turn off the District's curb stop. In such event, if the Water Division Supervisor determines that the customer's control valve is not operating properly through no fault of the customer, no charge shall be made for such service regardless of when the request is made. However, if such request is made outside of normal working hours of the District, field personnel and the Water Division Supervisor determines that there was no emergency or that the customer's control valve was not functioning as a result of improper maintenance, or if there was no customer control valve as required by these Rules and Regulations, the customer shall be liable to the District for the District's cost in having its employees provide such service. The customer shall remain responsible for any water which passes through the meter, notwithstanding the District's failure to comply with a request to turn off the curb stop or failure of its District's curb stop to operate correctly, it being the responsibility of the customer to regulate such flows with the installation of a control valve on the customer's side of the meter.

### **9.5 Vacating Premises**

Owners desiring to discontinue service shall notify the District prior to the owner or tenant vacating the premises receiving water service, and an owner or customer who vacates premises without notifying the District thereof and requesting a discontinuance of service shall continue to be liable to the District for all water supplied by the District through the service connection and meter to said premises until the District is made aware of the fact that the premises have been vacated and an Application for water services is made by the new owner or occupant of such premises.

#### **9.6 Restoration of Service.**

Customers whose water service has been discontinued may contact the District by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any required past-due amounts, including applicable interest or penalties; (b) any reconnection fees, if applicable; (c) and a security deposit, if required by the District.

#### **9.7 Contact Information.**

For questions or assistance regarding your water bill, the District's Customer Service staff can be reached at 909-867-2766. Customers may also visit the District's Customer Service desk in person Monday from 9 a.m. to 5 p.m. and Tuesday through Friday, from 8 a.m. to 5 p.m., except on District holidays.

## **SECTION 10.0 - BILLING**

### **10.1 Billing**

The General Manager shall establish water meter reading and billing periods so that water meters will be read and bills sent on approximately the same day of each month.

### **10.2 Payment of Bills**

The customer and/or the property owner shall be responsible for payment of the District's bills for all water which passes through the meter serving the premises. Bills for water and/or wastewater service shall be due and payable as of the date of mailing and shall be considered delinquent ten (10) calendar days thereafter. A delinquent fee shall be applied to the account if the bill remains unpaid for twenty-one (21) calendar days after the date of mailing. Payment of bills shall be made in cash, by personal check (other than a second party check), certified check, credit card, debit card or other cash equivalent. A customer whose check is returned by their bank for insufficient funds shall be charged a service charge as set forth by resolution of the District's Board of Directors. The General Manager has the discretion to require any customer to pay their bill in cash.

### **10.3 New Service**

New water and/or wastewater services installed during and for less than a full billing period shall receive an adjustment on the District's monthly service charges based upon the number of days during said billing period when water and/or wastewater services are supplied through such new service.

### **10.4 Inclement Weather**

At times when water meters cannot be read because of inclement weather, the District may bill based upon average monthly consumption during the immediately preceding two-month period and the prior year month, or at the customer's option, shall bill only the minimum monthly charge applicable to that water meter until conditions permit the recommencement of regular water meter readings, whereupon the District will adjust the next subsequent bill to reflect the quantity of water actually consumed and amounts paid during the period when the meters could not be read; provided that a customer shall have the option of paying more than the charge for previous average consumption based upon their estimate of the amount of water which the customer has and will consume during the period when the meter cannot be read.

### **10.5 Owner Responsibility**

Except as otherwise provided in Section 6.1 or as hereinafter provided, the owner of the premises to be served shall be the only person authorized to apply for water and/or wastewater service from the District and shall be responsible for payment of all District fees and charges for such service. In the event of the owner's failure to pay any District fee or charge when due, the District shall be entitled to record a lien upon the premises

receiving water and/or wastewater service, or upon other property owned by the owner if authorized by law, in addition to pursuing any other remedy legally available to the District. In unusual circumstances when an occupant of premises needs water and/or wastewater service from the District before an application for water and/or wastewater service can be signed by the owner and returned to the District, the District in its discretion may accept a deposit from the occupant prior to commencement of water and/or wastewater service equal to twice the District's average monthly usage charge plus service fees for that type of service or a similar type of service, and thereafter may provide temporary water service to the premises pending receipt of an application for water and/or wastewater service signed by the owner of the premises.

#### **10.6 Water Use without Application**

A person who takes legal title to and occupies premises and thereafter uses water from an active service connection without having made application to the District for water service shall be liable to the District for water delivered from the date of the District's last meter reading of a meter at such premises, and if the meter is found to be inoperative, the billing for such water delivered shall be based upon an estimate of the amount delivered. If such a person does not make proper application for water service within ten (10) days after receipt of notification to do so from the District, or if such person does not promptly pay the District's bill for water delivered from the date of the District's last meter reading to the date of such bill, the water service to such person's premises shall be discontinued by the District without further notice.

#### **10.7 Responsibility for Water Loss or Resulting Damage**

The customer and/or the property owner shall be responsible for paying all charges for water supplied through a water meter as a result of leaks in the owner's water system or plumbing, or as a result of the owner or occupant leaving plumbing fixtures turned on during the time when the owner or occupant is absent from the premises, or for any other water loss on the owner's side of the meter, and the District shall not be responsible for any damage or monetary loss which may result therefrom. If the District is requested by an owner or occupant to turn on the water to a residence, and such residence is vacant and the District's employees ascertain that the water meter to the residence is registering, the District's employees shall not turn on the water service but shall leave the same turned off at the curb stop on the inlet side of the water meter. Upon discovery of a leak in an owner's water system, which in the discretion of the General Manager is causing a waste of water, the General Manager may discontinue service to the premises until such leak is repaired. Water service to the premises may not be resumed until all delinquent bills for water service have been paid in full.

#### **10.8 Disputes and Appeals**

If a customer, disputes the amount of a bill for water and/or wastewater service or that such a bill is owed by him/her, the customer shall notify the District in writing of such dispute. A timely dispute will be reviewed by a manager, who will provide a written

determination to the customer. The review will include consideration of whether the customer may enter into an agreement with the District permitting the customer to pay the bill or the adjusted balance in installments over a specified period of time not to exceed twelve (12) months. The District will not terminate water and/or wastewater service for non-payment of the bill during the term of such an agreement, so long as the customer is complying with the agreement and also paying the District's bills for subsequent water and/or wastewater service when due. However, upon breach of the agreement, the customer shall only be entitled to a ten (10) day notice of termination. Customers who qualify for special medical-financial qualifications and enter into an installment agreement will be subject to the rules in Section 9.1(d).

Any customer whose timely dispute 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 District Secretary within ten (10) business days of the District's mailing of its determination. Upon receiving the notice of appeal, the District Secretary will set the matter to be heard at an upcoming Board meeting and mail the customer written notice of the time and place of the hearing at least ten (10) calendar days before the meeting. The decision of the Board shall be final.

#### **10.9 Extension of Payment Period**

A customer may seek an extension of the payment period of a bill asserted to be beyond their ability to pay during the normal payment period. The request will be reviewed by a manager of the District. If the customer has not requested an extension in advance and requests it at the time a serviceman arrives at the residence to lock the meter, there will be a service charge which is equal to one-half of the current locking charge. District decisions regarding extensions are final and are not subject to appeal.

If a customer fails to pay the delinquent amount by the extension date, and if the original payment is already delinquent by at least sixty (60) calendar days, 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.

#### **10.10 California Public Records Act**

Except as otherwise provided in the California Public Records Act, the name, credit history, utility usage data, home address and telephone number of District customers and employees shall be exempt from disclosure to the public.

#### **10.11 Owner and Tenant/Agent Billing Agreements**

Effective January 1, 2015, the Running Springs Water District is required to notify delinquent occupants of a residence that they may become a customer of the District for residential water and/or wastewater services without paying the prior delinquent charges

if they are willing and able to assume responsibility for subsequent charges. Tenants may now become a co-customer of the owner and therefore, a signed agreement from both the owner and tenant must be on file at the District. Tenants, who have become co-customers of the District, will then receive the monthly Water and Sewer Bill in place of the owner on record. If the account becomes delinquent, both the owner and tenant will receive a copy of the Termination of Water Service Notice.

To be eligible to become a customer without paying the prior amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the owner (including the landlord, manager, or agent) of the residence. 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.

A deposit of \$200 will be required for tenants to establish co-customer service with the District. This deposit will be refunded at the close of account and only when the closed account is paid in full. In addition, tenants must comply with all policies of the Running Springs Water District.

Owner and Tenant/Agent Billing Agreements are available at the District office.

#### **10.12 Specific Programs for Low-Income Customers.**

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.

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.

### **10.13 Extraordinary Water Loss Policy**

Under the following circumstances the District may approve a request by a Customer to reduce the consumption fees portion of a Customer's high-consumption water bill, on a one-time basis, if the Customer has properly installed a Customer shut-off valve immediately adjacent to the Customers water meter, downstream of the meter.

In the event a customer incurs an extraordinary water loss due to system failure or some other catastrophic event, not due to the Customer's own negligence, the District may adjust the unit rate charged for the water to equal only the rate the District is then paying to the Crestline Lake Arrowhead Water Agency (CLAWA) plus 15%. If the District also determines that the water loss occurred outdoors and did not enter the District's sewer system, the sewer usage fee component of the sewer bill will also be waived.

This adjustment will not be applied to any losses of water after the date that the Customer has been notified by the District of suspicious or unusual water deliveries through the Customer's connection. Said notification may be made by any means available including, but not limited to, telephone, electronic mail, personal contact or United States mail service.

The District may provide this one-time only reduction to the consumption fees portion of a Customer's high-consumption water bill, to Customers who make the request and then provide evidence of a new, properly installed, Customer shut-off valve installation. A Customer who receives an adjustment will not qualify for consideration of a subsequent adjustment, even if caused by a separate event.