



**POLICY ON DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR
NONPAYMENT**

**Adopted by Resolution 1224 of the Desert Water Agency Board of Directors on
December 17, 2019**

1. **Application of Policy.** This Policy on Discontinuation of Residential Water Service (this “Policy”) shall apply to all Desert Water Agency (“Agency”) accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the Agency, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding your water bill, the Agency staff can be reached at (760) 323-4971. Customers may also visit the Agency in person Monday through Friday, from 8:00 a.m. to 5:00 p.m., except on Agency holidays, which are listed at www.dwa.org. For emergency contact outside of business hours, customers can call 760-323-4971 and dial “9”.

3. **Billing Procedures.** Water service charges are payable to the Agency once every month or at such other frequency as determined by the Board of Directors from time to time. All bills for water service are due and payable fifteen (15) days after mailing or e-mailing by the Agency. Any bills not paid within such period are considered delinquent.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days, the Agency may discontinue water service to the service address.

4.1 Written Notice to Customer. The Agency will provide a mailed notice to the customer of record at least fifteen (15) days before discontinuation of water service. The notice will 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) the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges
- (e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, or other alternative payment schedule;
- (f) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (g) the telephone number where the customer may request a payment arrangement or receive additional information from the Agency.

4.2 Written Notice to Occupants or Tenants.

(a) The Agency will also send a notice to the occupants living at the service address at least ten (10) days before discontinuation of water service under the

following circumstances: (i) the Agency furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, and the owner, manager, or operator is the customer of record; or (ii) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the Agency without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the Agency are provided in Section 8 below.

(b) If the Agency furnishes water to residences through a master meter, the Agency will make a good faith effort, at least ten (10) days prior to termination, to notify the residential occupants that the account is in arrears and the service will be terminated on a date specified in the notice. The Agency will provide notice by either: (i) mailing the notice to each residential unit; (ii) posting the notice on the door of each residential unit, (iii) if providing notice to each unit is impracticable or infeasible, posting two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures; or (iv) making some other good faith, reasonable effort to provide written notice to the occupants. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the Agency without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the Agency are provided in Section 8 below.

4.3 In-Person or Telephonic Notice. The Agency will also make a reasonable, good faith effort to contact the customer of record or an adult person living at the premises of the customer in person or by telephone at least seven (7) days before discontinuation of service. The Agency will offer to provide in writing a copy of this Policy and to discuss options to avert discontinuation of water service for nonpayment, including the possibility of an extension, amortization, or other payment arrangement.

4.4 Posting of Notice at Service Address. If the Agency is unable to make contact with the customer or an adult person living at the customer's address in person or by telephone, the Agency will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of this Policy in a conspicuous place at the service address. The notice and copy of this Policy 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 for the customer to obtain information on financial assistance, if applicable; and

- (e) the telephone number where the customer may request a payment arrangement or receive additional information from the Agency.

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

- (a) During an investigation by the Agency 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 Agency-approved extension, amortization, or other alternative payment schedule under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

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

- (a) The Agency 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 Agency 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 Agency'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 other alternative payment schedule with respect to the delinquent charges.

- (b) For any customers who meet all of the above conditions, the Agency shall offer the customer one of the following options, to be selected by the Agency in its discretion: (1) an extension of the payment period; (2) amortization of the unpaid balance; or (3) an other alternative payment schedule; The Agency's General Manager will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the Agency'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, the Agency will review the documentation within seven (7) days and: (1) notify the customer of the alternative payment arrangement selected by the Agency 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).
- (d) The Agency 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 amortized amount due under the amortization schedule; (c) to pay any amount due under an alternative payment schedule; or (c) to pay his or her current charges for water service. The Agency 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 Agency.

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

4.8 Restoration of Service. Customers whose water service has been discontinued may contact the Agency by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any outstanding 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 Agency.

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 at least two

(2) business days before the shutoff date on the bill by submitting a written complaint or request to the Agency.

5.2 Review by Agency. A timely complaint or request for investigation shall be reviewed by a manager of the Agency, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, or other alternative payment schedule under Section 6. The Agency may, in its discretion, review untimely complaints or requests for investigation; however, such complaints or requests are not subject to appeal.

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 Agency may appeal the determination to the Board of Directors by filing a written notice of appeal with the Agency Secretary within ten (10) business days of the Agency's mailing of its determination. Upon receiving the notice of appeal, the Agency 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) days before the meeting. The decision of the Board 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 thirteen (13) days after mailing of a written notice of discontinuation of service by the Agency, the request will be reviewed by a manager of the Agency. Agency decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the Agency's Board of Directors.

6.2 Extension. If approved by the Agency, 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 Agency's General Manager 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 Agency 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 Amortization. If approved by the Agency, a customer's payment of his or her delinquent balance may be amortized over a period not to exceed twelve (12) months, as determined by the Agency's General Manager in his or her discretion. If amortization is approved, the delinquent 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 amortization period, the customer must remain current on all water service charges accruing during any subsequent billing periods. The amortization schedule and amounts due will be set forth in writing and provided to the customer.

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

6.5 Failure To Comply. If a customer has been granted a payment arrangement under this Section 6 and fails to: (1) pay the unpaid charges by the extension date; (2) pay an amount due under an amortization schedule; or (3) pay an amount due under an alternative payment schedule, then the Agency may terminate water service. The Agency 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 Agency.

7. Specific Programs for Low-Income Customers.

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

7.2 Qualifications. The Agency 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 Agency.

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 Agency Terms and Conditions of Service. The Agency 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 Agency'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 Agency, or if there is a physical means, legally available to the Agency, of selectively discontinuing service to those occupants who have not met the requirements of the Agency's rules and regulations, the Agency 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 Agency.

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

8.5 Deductions from Rental Payment. Pursuant to Government Code Section 60371(d), any occupant who becomes a customer of the Agency pursuant to this Section 8 and whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the Agency for those services during the preceding payment period.

9. **Language for Certain Written Notices.** All written notices under Section 4 and Section 6.6 of this Policy shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the Agency's service area.

10. **Other Remedies.** In addition to discontinuation of water service, the Agency 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 Agency, the Agency shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

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

12. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the Agency, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

13. **Decisions by Agency Staff.** Any decision which may be taken by the Agency's General Manager under this Policy may be taken by his or her designee.