



POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE

**Adopted by Resolution 864 of the East Orange County Water District Board of
Directors on November 19, 2019**

1. **Application of Policy.** This Policy on Discontinuation of Residential Water Service (this "Policy") shall apply to all District accounts for Residential Water Service, but shall not apply to any accounts for Non-Residential Water Service. To the extent this Policy conflicts with any other rules, regulations, or policies of the District, this Policy shall control.

2. **Definitions.** The following definitions shall apply to this Policy relative to Residential Water Service:

2.1 "Bill" shall refer to the invoice for Residential Water Service received by the Customer from the District for the provision of water.

2.2 "Billing Date" shall refer to the date invoices are printed by the District, and shall be the date from which all other dates are calculated.

2.3 "Board of Directors" and/or "Board" shall refer to the Board of Directors of the East Orange County Water District.

2.4 "Customer of Record" and/or "Customer" shall refer to the retail water customer on file with the East Orange County Water District for a particular property or water connection.

2.5 "Customer Service" shall refer to the employees of EOCWD performing customer related services.

2.6 "Delinquent Date" shall refer to the date immediately following the Due Date, as defined herein, and shall constitute the first day on which a Customer's Payment is late and past due.

2.7 "District" shall refer to East Orange County Water District, a county water district organized and existing under the provisions of Water Code Section 30000 *et seq.*

2.8 "District Office" shall refer to the headquarters of the District, located at 185 N. McPherson Road in the City of Orange, County of Orange, and State of California.

2.9 "Due Date" shall refer to the last day to pay an existing Bill for Residential Water Service, which shall be the date printed on such Customer Invoice, 30 days from the Billing Date.

2.10 "Flow Restrictor" shall mean a device to restrict the flow of water.

2.11 "General Manager" shall refer to the general manager of the District appointed by the Board pursuant to Water Code Section 30540.

2.12 "Non-Residential Water Service" shall refer to all water service connections other than the Residential Water Service connections defined herein.

2.13 “Occupant” shall mean the adult individual or individuals currently legally residing at a residence, whether it be the owner, tenant, or otherwise.

2.14 “Past Due Notice” shall refer to those notices provided for herein to Customers relative to their non-payment of outstanding invoices for Residential Water Service.

2.15 “Payment” shall refer to, during business hours, check, cash, credit card or debit card, and after-hours by credit card or debit card only via the District’s on-line payment portal.

2.16 “Payment Plan” shall refer to an agreement between the District and Customer entered into pursuant to the terms of this Policy provided for payment of unpaid balances, and may include the amortization of the unpaid balance, an alternative payment schedule, or temporary deferral of payment.

2.17 “Policy” shall refer to this Policy relative to Residential Water Service, established pursuant to the requirements of Health and Safety Code Section 116900 *et seq.*

2.18 “Primary Care Provider” shall refer to either (i) any internist, general practitioner, obstetrician-gynecologist, pediatrician, family practice physician, non-physician medical practitioner, or any primary care clinic, rural health clinic, community clinic or hospital outpatient clinic currently enrolled in the Medi-Cal program, which agrees to provide case management to Medi-Cal beneficiaries; or (ii) a county or other political subdivision that employs, operates, or contracts with, any of the primary care providers listed in 2.18(i), and that agrees to use that primary care provider for the purposes of contracting under this Policy.

2.19 “Reliable Contact Information” shall refer to the information provided by Customer to the District for use in the District’s compliance with this Policy, and shall be the accepted method of communication and/or point of contact for Customer for all notices provided herein. The District shall be entitled to rely upon the Reliable Contact Information provided by the Customer for the provision of notices, and Customer shall not be entitled to dispute receipt if information and/or notices are sent to such Reliable Contact Information.

2.20 “Resident” shall refer to a legal Occupant residing at a residence receiving and qualifying for Residential Water Service

2.21 “Residential Water Service” shall mean water service to a residential connection that includes single-family residences; multifamily residences; mobilehomes, including, but not limited to, mobilehomes and mobilehome parks; and farmworker housing.

2.22 “Rules and Regulations” shall mean the Rules and Regulations for Water Service adopted by the District’s Board, as they may be from time to time amended.

2.23 "Service Address" shall refer to the residential address at which water service is in fact delivered by the District to the Customer.

2.24 "U.S. Mail" shall refer to delivery by way of the United States Postal Service, and shall be deemed received by the Customer and/or recipient five calendar days after being placed in the mail by the District.

3. **District Contact Information.** For questions or assistance regarding your Bill, the District's Customer Service staff can be reached both during regular hours and after-hours at (714) 538-5815 or at admin@eocwd.com. Customers may also visit the District Office in person Monday through Friday, from 8 a.m. to 5 p.m., except on District holidays.

4. **Billing Procedures.** Water service charges are currently billed by the District once every two months, which may be modified by the Board of Directors from time to time. All Bills for water service are due and payable thirty (30) days after the Billing Date (Due Date). Any Bills not paid within such period are considered delinquent.

5. **Discontinuation of Water Service for Nonpayment.** Subject to the provisions of this Policy, if a Bill is not fully paid within sixty (60) days from the Delinquent Date and if a Payment Plan has not been initiated, the District may discontinue water service to the service address if the following procedures have been adhered to:

5.1 Notices of Delinquency and Water Restrictions. The District, in implementing these provisions, shall utilize the following minimum time frame:

(a) Past Due Notice - 5 Days After Non-Payment: The District shall, five (5) or more days after non-payment of the Bill, issue via U.S. Mail the Past Due Notice, assessing the late fee, in accordance the Schedule of Rates, Fees, and Charges as defined in the Rules and Regulations, and calling for payment within 15 days;

(b) Delinquent Notice - 20 Days After Non-Payment: The District shall, twenty (20) or more days after non-payment of the Bill, issue via personal delivery the Delinquent Notice, which shall include notice that non-payment after 15 days will make them subject to installation of a Flow Restrictor with a goal of reducing residential water usage to indoor usage (approximately no more than 55 gallons per day per person);

(c) Impending Shutoff Notice - 35 Days After Non-Payment: The District shall thirty-five (35) or more days after non-payment of the Bill issue via personal delivery an Impending Shut-Off Notice, indicating that water service may be disconnected on the sixtieth (60) day following non-payment of the original Bill if not paid before . The District will install a Flow Restrictor to restrict residential water use to indoor use, with the goal of limiting use to no more than 55 gallons per day per person during the period the Bill is unpaid;

(d) Occupant Notice - 45 Days After Non-Payment: At any time on or after the forty-fifth (45) day following non-payment of the Bill, the District may provide

such notice to Occupants as required by Sections 5.3 and 5.4 relative to discontinuation of service, subject to the provisions set forth within this Policy; and

(e) Final Shutoff Notice - 50 Days After Non-Payment. Final Shutoff Notice mailed and posted at Service Address.

(f) Discontinuation of Service - 60 Days After Non-Payment. Subject to the provisions of this Policy, the District may implement procedures for discontinuing service. To the extent not in conflict with this Policy, Sections 3.8 of the District's Rules and Regulations shall thereafter apply.

(g) Nothing in this Policy shall prohibit the District from providing additional notices, in its sole and absolute discretion.

5.2 Written Notice to Customer of Discontinuation of 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 alternative payment schedule;
- (f) the telephone number where the Customer may request a payment arrangement or receive additional information from the District.

5.3 Written Notice to Occupants or Tenants.

(a) The District will also send via U.S. mail a notice to the Occupants living at the service address at least fifteen (15) days before discontinuation of water service under the following circumstances: (i) the District furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp 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 5.2 above, and will 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 9 below.

5.4 Posting of Final Shutoff Notice at Service Address. If the District is unable to make contact with the Customer or Occupant 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 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 five days 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 telephone number where the Customer may request a payment arrangement or receive additional information from the District.

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

- (a) During the pendency of an appeal to the Board of Directors under Section 6.4 below; or
- (b) During the period of time in which a Customer's payment is subject to a District-approved extension, amortization, or alternative payment schedule, and the Customer remains in compliance with the approved payment arrangement.

5.6 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 an Occupant, submits to the District the certification of a licensed Primary Care Provider, on their letterhead, prescription, or other official stationary, 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. Customer and their Primary Care Provider shall take all necessary steps to ensure that such certification does not contain confidential information otherwise protected the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the submission of such information shall be deemed a waiver and consent to the District's use of such information for District-related purposes. Notwithstanding

such provision, the District shall endeavor to utilize its best efforts to limit such information to essential personnel, and shall not sell or otherwise provide such information to third-parties except as required by law; and

- (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 is a participant in the Southern California Edison (SCE) or Southern California Gas Company California Alternate Rates for Energy (CARE) program; 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, or 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 or more of the following options, to be selected by the District in its discretion: (1) an extension of the payment period; (2) amortization of the unpaid balance; or (3) an alternative payment schedule. The District'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 District's payment needs. The District will offer such options to a Customer at most once every twelve months.
- (c) The Customer is responsible for demonstrating that the conditions in subsection (a) have been met, and providing Reliable Contact Information to the District for all points of contact hereunder. Upon receipt of documentation from the Customer, the District will review the documentation within ten (10) days and: (1) notify the Customer via the Reliable Contact Information 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 informational from the Customer; or (3) notify via the provided Reliable Contact Information the Customer that he or she does not meet the conditions in subsection (a). In the event

additional information is requested, the Customer shall have five (5) days to provide such information, and the District shall have five (5) additional days to complete its review after such information has been received by the District. Failure of the Customer to provide the requested information after the first request may result in the District's denial of the Customer's request.

- (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 amortized amount due under the amortization schedule; (c) to pay any amount due under an alternative payment schedule; or (d) to pay their 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. In such event, all amounts due, past and current, shall become immediately due in full, and water shall be disconnected until all amounts due are paid or, if the deposit is used to pay, the deposit is replenished. Customers defaulting on an alternative payment arrangement will not be offered further alternative payment arrangements.

5.7 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 past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 8.1, if applicable; (c) and a security deposit, if required by the District.

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

6.1 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 the Billing Date.

6.2 Review by District. A timely complaint or request for investigation shall be reviewed by Customer Service, who shall provide a verbal determination to the Customer using the Customer's Reliable Contact Information. Customer Service shall have 5 business days to respond to such timely requests.

6.3 Appeal to General Manager. Any Customer whose timely request for an investigation pursuant to this Section 6 has resulted in an adverse determination by Customer Service may appeal the determination to the General Manager by submitting a written or verbal request to Customer Service within 5 business days of receipt of a

decision from Customer Service. The General Manager may, in his or her discretion, review untimely complaints or requests for investigation. The General Manager shall generally issue decisions on all reviews covered by this Section within 5 business days, unless the General Manager provides written notice of an extension of up to 10 additional business days.

6.4 Appeal to Board of Directors. Any Customer whose timely complaint or request for an investigation pursuant to this Section 6 has resulted in an adverse determination by the General Manager, 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 General Manager's determination, which shall be deemed received by delivery to the District Office. Upon receiving the notice of appeal, the District will set the matter to be heard at a future Board meeting and will notify the Customer via their Reliable Contact Information. The decision of the Board shall be final.

6.5 No water service shall be discontinued for a Customer with an appeal pending, provided the original complaint was timely pursuant to Section 6.1 of this Policy. Any late fees assessed, or due to be assessed, during the period in which an investigation or complaint is pending pursuant to this Section 6, shall be waived if the Customer's complaint is correct and/or the District erred in the billing process.

7. Extensions and Other Alternative Payment Arrangements.

7.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a Customer eligible under Section 5.6 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 7. Any such request shall be accompanied with Reliable Contact Information that shall be utilized by the District in all correspondence with Customer relative to such request.

7.2 Extension. If approved by the District, a Customer's payment of their unpaid balance may be temporarily extended for a period of two (2) months, with discretion of the General Manager to extend up to four (4) months, after the balance was originally due. The District'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 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 utilizing the Reliable Contact Information provided.

7.3 Amortization. If approved by the District, a Customer's payment of their unpaid balance may be amortized over a period of two (2) months, with discretion to the General Manager to extend up to four (4) months, as determined by the District's General Manager in his or her discretion. 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 bi-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 utilizing the Reliable Contact Information.

7.4 Alternative Payment Schedule. If approved by the District, a Customer may pay his or her unpaid balance pursuant to an alternative payment schedule that will not exceed two (2) months, with discretion to the General Manager to extend up to two (2) additional months. If approved, the 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. 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 utilizing the Reliable Contact Information.

7.5 Failure To Comply. If a Customer has been granted a payment arrangement under Section 5.6 and this Section 7 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 for more than 60 days, 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. In such event, all amounts due, past and current, shall become immediately due in full, and water shall be disconnected until all amounts due are paid or, if the deposit is used to pay, the deposit is replenished. Customers defaulting on an alternative payment arrangement will not be offered further alternative payment arrangements.

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

8.1 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) Los Angeles-Long Beach-Anaheim (CUURS49ASA0), beginning March 1, 2021, based proportionate differential between the published annual indices for the immediately preceding calendar year and the year prior.

- (b) To the extent charged, waive interest charges on a delinquent Bill once every 12 months.

8.2 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 is enrolled in the Southern California Edison (SCE) or Southern California Gas Company California Alternate Rates for Energy (CARE) program; 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.

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

9.1 Applicability. This Section 9 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 Delinquent Notice with intent to discontinue water service due to nonpayment.

9.2 Agreement to District Terms and Conditions of Service. The District will make service available to an Occupant if the Occupant agrees to the terms and conditions of service and otherwise meets the requirements of the District's Rules and Regulations. For circumstances where multiple residences are served by a single meter, if one or more of the Occupants are willing and able to assume responsibility for the subsequent charges to the entire 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. If more than one Occupant desires to become a Customer of Record to the District, each Occupant must qualify and meet the terms and conditions of the District individually.

9.3 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, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

9.4 Deductions from Rental Payment. Pursuant to Government Code Section 60371(d), any Occupant who becomes a customer of the District pursuant to this Section 8 and whose periodic payments (e.g., rental payments), include charges for residential water service, where those charges are not separately stated, may deduct from such periodic payment (e.g., rental payment due to a landlord) each payment period all reasonable charges paid to the District for those services during the preceding payment period. Such deduction is the responsibility of the Occupant, and nothing by

way of this provision, which is included for informational purposes only, shall create an obligation of the District.

10. **Language for Certain Written Notices.** Those written notices under Sections 5.1(d) & (e), 5.3, and 5.4 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 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.

13. **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 District, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

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