

DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT POLICY (SB 998)

Effective Date: _____

Adopted by: Board of Directors

1. Purpose

This policy establishes procedures for the discontinuation of residential water service due to nonpayment in accordance with the **California Water Shutoff Protection Act** and applicable California law. The purpose of this policy is to ensure fair and transparent procedures for customers while maintaining the financial stability of the District.

2. Billing Schedule

The District's standard billing schedule is as follows:

- Water service bills are **issued monthly near the end of each month.**
- Payment is **due on the 18th of the following month.**
- Accounts become **delinquent on the 19th of the month**, at which time a late fee may be applied.

The **delinquency date is used to calculate the 60-day minimum period required before residential water service may be disconnected.**

3. Delinquency and Disconnection Timeline

1. Delinquent Accounts

If payment is not received by the due date, the account becomes delinquent on the **19th of the month.**

2. **60-Day Minimum Delinquency**
Residential water service shall not be discontinued for nonpayment until the account has been **delinquent for at least sixty (60) days**.
3. **Final Written Notice**
The District shall provide written notice of the impending discontinuation of water service **at least seven (7) business days prior** to the proposed disconnection date. The notice shall include:
 - Customer name and address
 - Amount past due
 - Deadline to avoid disconnection
 - Information on payment arrangements
 - Contact information for billing inquiries or disputes
4. **Methods of Notice**
Notice may be provided by one or more of the following methods:
 - Mailed notice
 - Door tag or posted notice at the service address
 - Telephone or other reasonable contact attempt

4. Payment Arrangements

Customers who are unable to pay the full balance may request a payment arrangement prior to the disconnection date. The District may offer:

- Amortization plans
- Deferred payment agreements
- Alternative payment schedules

Customers who enter into and comply with an approved payment plan shall not be subject to service disconnection. **The district will determine the payment for the payment plan. The length of the payment plan will not exceed 6 months. The district will not allow 2 payments plans to be open at once.**

5. Medical Hardship Protection

Water service shall not be discontinued if all of the following conditions are met:

1. A licensed medical provider certifies that discontinuation of water service would be **life-threatening or pose a serious health risk** to a resident of the property.

- 2. The customer demonstrates financial inability to pay the balance within the normal payment period.
 3. The customer agrees to enter into a **payment arrangement approved by the District.**
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6. Billing Disputes and Appeals

Customers may dispute the accuracy of a bill by contacting the District office. The District will review the account and respond to the customer's inquiry. Service will not be discontinued while a **timely dispute or appeal is under review.**

7. Partial Payments

Acceptance of a **partial payment does not eliminate delinquency** if a past-due balance remains unpaid. The District may continue disconnection procedures if the account remains delinquent beyond sixty (60) days.

8. Restoration of Service

Water service that has been discontinued for nonpayment will be restored once the customer:

- Pays the required past-due balance, or
- Enters into an approved payment arrangement, and
- Pays any applicable reconnection fees established by the District.

Service restoration will occur during normal business hours or as soon as reasonably practicable.

9. Availability of Policy

This policy shall be made available to the public and posted on the District's website, if available, in compliance with state law.

LEAVITT LAKE COMMUNITY SERVICES DISTRICT

SB-998 MEDICAL & FINANCIAL HARDSHIP PAYMENT AGREEMENT FORM

Customer Name: _____

Service Address: _____

Account #: _____

Past-Due Balance: \$ _____

1. Purpose

This agreement is made in accordance with **California SB-998 (Water Shutoff Protection Act)** to allow continuation of residential water service for customers experiencing **medical hardship** or **financial hardship**.

2. Customer Certification

- I certify that **disconnection of water service would pose a life-threatening or serious health risk** (Medical Hardship).
- I certify that I am **experiencing financial hardship** and cannot pay the past-due balance in full at this time (Financial Hardship).

Documentation Provided:

- Medical Certification from licensed provider: Yes No
 - Proof of Financial Hardship (income verification, unemployment, etc.):
 Yes No
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3. Payment Terms

The customer agrees to pay the past-due balance according to the following plan:

Payment #	Due Date	Amount (\$)	Paid (Staff Initials)
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

Payment # Due Date Amount (\$) Paid (Staff Initials)

5 _____

6 _____

Total payments: \$ _____

Payment frequency: Weekly Bi-weekly Monthly

4. Terms and Conditions

1. Water service **will not be disconnected** while the customer complies with this agreement.
 2. Partial payments **will be applied to the past-due balance** as outlined in the schedule.
 3. Failure to comply with this agreement may result in **service disconnection** after proper notice, unless a new agreement is arranged.
 4. Customer agrees to **notify the District immediately** of any change in medical or financial circumstances.
 5. This agreement **does not waive any reconnection fees** or other applicable charges.
 6. This agreement is **binding until the full past-due balance is paid** or the agreement is modified with District approval.
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5. Acknowledgement

I, the undersigned, acknowledge that:

- I have received a copy of this Payment Agreement.
- I understand that my water service will remain active **only if I comply with the terms above.**
- I agree to follow the agreed-upon schedule.

Customer Signature: _____ **Date:** _____

District Representative Signature: _____ **Date:** _____

6. District Contact

Leavitt Lake Community Services District – Susanville, CA
Phone: 530-257-7977 | Email: leavittlakecsd@outlook.com