

## BIG LAGOON COMMUNITY SERVICES DISTRICT (BLCSD) WATER SERVICE BILLING, COLLECTIONS, AND OTHER WATER POLICIES

### WATER SERVICE BILLING

Meters are read 6 times a year.

Billing bi-monthly per the schedule below

January – for period of November and December

March- for period of January and February

May- for period of March and April

July- for period of May and June

September- for period of July and August

November- for period of September and October

Effective September 1, 2023, water rates for both the base rate and water usage. The new rate schedule is listed below.

<u>Item</u>	<u>Description</u>	<u>Old Rate</u>	<u>09/01/23</u>
Base	Base Rate per month	\$47.49	\$54.61
Base Rate 2	Base Rate per month	\$127.99	\$147.19
Connection	Water meter connection	\$5,000.00	\$5,000.00
Gallon	Water Usage gallon meter	\$0.004799	\$0.005519

Due date is 30 days from bill mailing date, and is extended out to the next business day if the due date falls on a Sunday or legal holiday. The bill becomes delinquent on the day after the due date. As long as payment is received no later than 30 days after the due date (a 30-day grace period), no late penalties will be assessed.

Water rates and charges which are not paid on or before the end of the grace period shall be subject to a penalty of \$15.00, and thereafter shall be subject to a further penalty of 1% per month on the first day of each month following.

The BLCSD shall charge the full returned payment fee, or \$25 (twenty-five dollars), whichever is greater, each time a customer's payment is rejected by that customer's financial institution.

If the bill is not paid within 60 days of the due date, the water will be disconnected as provided below in the DISCONNECTION OF WATER SERVICE FOR NONPAYMENT POLICY unless amortization arrangements are made.

BLCSD customers who find themselves at risk of imminent service interruption are encouraged to contact Louise Minor, Treasurer at 707-677-0720 or 155 Roundhouse Creek Road, or [finance@biglagooncsd.org](mailto:finance@biglagooncsd.org) to discuss their options such as deferred payment, amortization, or appeal.

SUIT - all unpaid water rates and charges and penalties herein provided may be collected by suit.

COSTS - defendant shall pay all costs of suit in any judgment rendered in favor of BLCSD.

## DISCONNECTION OF WATER SERVICE FOR NONPAYMENT POLICY

BLCSD recognizes all Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the State Water Code. In the event that a water bill becomes delinquent, BLCSD will apply the following Disconnection of Water Service for Nonpayment Policy (Policy). Disconnection of water service for nonpayment is considered the final phase of the collection procedure and will be instituted only after sufficient notification, and when all other reasonable alternatives have been exhausted. This Policy applies to all BLCSD water service users. To the extent this Policy conflicts with any other rules, regulations, or policies of the BLCSD, this Policy will control.

### General Provisions

All BLCSD users will pay a bimonthly water service and usage charge. All bills for water service are due and payable 30 days after the mailing date by BLCSD, and the due date will be extended to the next business day if the due date falls on a Sunday or legal holiday. A bill becomes delinquent on the day after the due date. A 30-day grace period will follow before a late penalty goes into effect. **Partial Payments:** The District will apply partial payments first to the accumulated late fees if any, then to the accumulated interest penalties if any, and last to outstanding water usage and base rate fees, oldest first.

1. A late penalty of \$15.00, and thereafter a further penalty of 1% per month on the first day of each month following, will be applied to delinquent charges after the 30-day grace period has expired.

2. BLCSD shall charge the full returned payment fee, or \$25 (twenty-five dollars), whichever is greater, each time a customer's payment is rejected by that customer's financial institution.

3. BLCSD will disconnect water service for charges that have become delinquent for a period of no less than sixty days from the due date.

4. A lock service( billed at market value) charge will be applied to the account of any water service disconnected for nonpayment of delinquent charges. BLCSD will leave notice of disconnection with information on how to restore water service.

5. An unlock service charge will be applied to the account of any water service prior to restoration of water service.

6. Customers whose water service has been disconnected may contact BLCSD by email, or by telephone, regarding restoration of service. Restoration will be subject to payment of the delinquent charges, lock service charge, and an unlock service charge. BLCSD may also require written request to restore service from the owner of the property. All payments must be made by cash or certified funds. Water service reconnections will be processed Monday – Friday.

### Notice to Customer/Property Owner

BLCSD will provide a mailed written notice, postage prepaid, to the customer of record, and property owner, at least thirty (30) days before disconnection of water service. If this notice is returned through the mail as undeliverable, BLCSD will attempt to contact the customer by email or telephone. The written notice will be in a clear and legible format and contain:

- i. the name and address of the customer whose account is delinquent;
- ii. the amount of the delinquency;
- iii. the date by which payment or payment arrangements must be made to avoid disconnection of service;
- iv. the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;
- v. a description of the procedure by which the customer may request an amortization, reduction, or other alternative payment arrangement;
- vi. the procedure for the customer to obtain information on financial assistance, including private, local, state, or federal sources, if applicable; and
- vii. the telephone number and email address where the customer may request a payment arrangement or receive additional information from BLCSD.

### Posting of Notice at Service Address

BLCSD will make every good faith effort to inform the actual users of the services by leaving a written notice of imminent disconnection of residential service in a conspicuous place at the service address at least ten (10) days before disconnection of water service.

The notice will be addressed to "Occupant," will contain the same notice information required above for Written Notice to Customer and will also inform the actual users that they have the right to become customers of BLCSD without being required to pay the amount due on the delinquent account. The notice will be in English and the languages listed in Civil Code section 1632. Terms and conditions for actual users to become customers of BLCSD are provided in this Policy.

This final notice of intent to disconnect service will be posted in a prominent and conspicuous location at the service address. The final notice will not entitle the customer to any investigation or review by BLCSD.

BLCSD shall also make a reasonable, good faith effort to contact an adult person residing at the service address by telephone or in person at least ten (10) days prior to any disconnection of service.

If the Written Notice to Customer provided above is returned through the mail as undeliverable, and BLCSD is unable to contact the customer by email or telephone, BLCSD will include a copy of this Policy with the posted notice to occupants at the service address.

## **Customer Assistance**

### **1. Bill Complaint or Review**

Any customer may initiate a complaint, or request an investigation, to the Board Treasurer into the charges on their bill, any component of the bill, or any service provided by BLCSD no later than ten (10) days from the due date of the disputed bill. BLCSD will not disconnect water service during an investigation of a timely complaint or dispute. The Treasurer's review will include consideration of whether the customer may receive an amortization, alternative payment schedule, or payment reduction under this Policy. If the customer considers the results of the investigation by the Treasurer to be unfavorable, they have the right to appeal the Treasurer's decision to BLCSD's Board of Directors. The customer must file a written notice of appeal with the BLCSD Secretary within ten (10) business days of BLCSD's mailing of its determination. BLCSD's Board Chair 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. If the appellant does not intend to attend the appeal all written materials pertaining to the appeal must be presented by the appellant no later than 72 hours prior to the appeal date for proper board consideration. The materials may be submitted via USPS, courier service, or to [boardsecretary@biglagooncsd.org](mailto:boardsecretary@biglagooncsd.org). If attending in person the appellant can present materials to the board for consideration when the agenda item is up for discussion. (6 copies preferred). The decision of the Board is final.

### **2. Bill Amortization**

If a customer has an excessive bill due to an extended period of nonpayment, BLCSD will consider a request to amortize the bill over a reasonable period of time, not to exceed twelve (12) months. The amortization schedule and amounts due will be set forth in writing and provided to the customer. During the amortization period, the customer must remain current on all water service charges in subsequent billing periods. BLCSD may pursue disconnection of water service as described above if the customer fails to pay an amortized amount due by the schedule date and the original amount due is delinquent by at least sixty days. If the customer fails to comply with the amortization agreement, BLCSD shall give the customer at least ten (10) days notice of the conditions the customer is required to meet to avoid termination. The final notice will not entitle the customer to any investigation or review by BLCSD.

### **3. Contact**

Customers are encouraged to contact any Board Member for further details regarding this policy by email or by telephone.

#### **When Service Will Not Be Disconnected**

BLCSD will not disconnect water service due to nonpayment on a Saturday, Sunday, legal holiday. In addition, BLCSD will not disconnect residential water service for nonpayment during an investigation of a customer dispute or complaint, during an appeal to BLCSD's Board of Directors, or during a BLCSD-approved extension, amortization, alternative payment schedule, or reduction, if the customer remains in compliance with the payment arrangement. Special Medical and Financial Circumstances with Amortization Agreement BLCSD will not disconnect water service if all of the following are met: The customer, or a tenant of the customer, submits to BLCSD the certification of a licensed primary care provider that disconnection 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; and

The customer demonstrates that they are financially unable to pay for residential service within BLCSD'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, California SSI/SSP, 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 the customer is willing to enter into an amortization with respect to the delinquent charges.

For any customers who meet all of the above qualifications, BLCSD will offer the customer amortization of the unpaid balance. The BLCSD Board will select terms and conditions for the amortization.

The customer is responsible for demonstrating that the qualifications above have been met. Upon receipt of documentation from the customer, BLCSD will review the documentation within seven (7) days and: (1) notify the customer of the amortization terms selected by BLCSD and request the customer's signed assent to participate in the amortization; (2) request additional information from the customer; or (3) notify the customer that they do not meet the qualifications and will be sent a Final Notice of Disconnection Of Water Service For Nonpayment.

#### **4. Procedures for Occupants or Tenants to Become Customers of BLCSD**

This section only applies when a 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 disconnect water service due to nonpayment.

BLCSD 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 BLCSD'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 BLCSD, or if there is a physical means, legally available to the district, of selectively terminating service to those actual users who have not met the requirements of the BLCSD's rules and regulations, BLCSD will make service available to the occupants who have met those requirements.

#### **5. Other Remedies**

In addition to disconnection of water service, BLCSD 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 BLCSD, BLCSD will be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

COLLECTION BY INTERAGENCY INTERCEPT PROGRAM - as an alternative to any of the other procedures herein provided, the BLCSD may collect unpaid user fees and charges through the State of California Interagency Intercept Program. Upon submitting an unpaid charge to the State, BLCSD will also notify the customer at the last known customer address. Customers may appeal said submittal by filing an appeal. Information about the State of California Interagency Intercept Program is attached as Addendum "A." Customers wishing to

know more about this program may look at the State of California Franchise Tax Board's website.

BLCSD reserves the right to disconnect water service for any violations of District ordinances, rules, or regulations other than nonpayment.

Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of BLCSD, including, but not limited to, delinquent charges, will be due and payable as set forth therein.

## **6. Reconnection Fees and Deposit**

Failure to receive a bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the BLCSD, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the BLCSD in any court of competent jurisdiction for the amount thereof. A reconnection charge shall be made and collected prior to renewing service following an initial disconnection or suspension. The reconnection charge of \$50.00 will be added to the total balance due. Service reconnection shall also require the payment of all charges currently due in addition to the reconnection charges. An additional refundable deposit of \$500.00 will be required. The deposit will be refunded after 6 consecutive on time payments. No interest is due upon refund.

## **7. Disconnection for Reasons other than Nonpayment**

**a. Unsafe Apparatus** - water service may be refused or disconnection to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

Cross-Connections - water service may be refused or disconnection to any premises where there exists a cross-connection in violation of State or Federal laws.

**b. Fraud or Abuse** - service may be disconnected, if necessary, to protect the BLCSD against fraud or abuse.

**c. Non-compliance with Regulations** - service may be disconnected for non-compliance with this or any other ordinance or regulation relating to the water service.

**d. Vacating Premises** - customers desiring to disconnect service should so notify the BLCSD two (2) days prior to vacating the premises. Unless disconnection of service is ordered, the customers shall be liable for charges whether any water is used.

## **8. Programs Available to Low Income Households**

At times there may be Federal or State programs that provide financial assistance to low income households. For example, in 2021/2022 California was allocated \$116 million in one-time funding for the Low-Income Household Water Assistance Program (LIHWAP) to be administered by the California Department of Community Services and Development. BLCSD has applied to this program on behalf of customers who may qualify for financial assistance. As such programs become available BLCSD will inform customers of these programs.

## REFERENCES

California Water Code div. 1, Ch. 1, § 106.3

California Government Code, tit. 6, div. 1, § 60370 et seq

## **ADDENDUM “A”**

# Interagency Intercept Collection (IIC) Program

## Overview

Many California taxpayers do not pay delinquent debts to government agencies and California colleges. Yet, these individuals are scheduled to receive state payments that include Franchise Tax Board (FTB) personal income tax refunds, Unclaimed Property Division (UPD) claim payments, or California State Lottery winnings.

FTB administers the Interagency Intercept Collection Program on behalf of the State Controller’s Office (SCO). The program intercepts these funds and transfers them to pay the individual’s debts to agencies and colleges (hereinafter referred to as “agency”). We do not intercept corporation, limited liability company, or partnership funds.

## Benefits

The IIC Program has been in existence since 1975, initially intercepting only Personal Income Tax refunds. We included lottery winnings in 1984 and added unclaimed property payments in 2009. In 2018, we collected \$384 million for over 600 agencies.

## Cost

The IIC Program determines the service fee for each successful offset. SCO charges this fee to reimburse the administrative costs of the program. We base this fee on actual costs incurred, which vary each year. The approximate cost is \$2.50 to \$3.00 per successful offset. The IIC Program will post a bulletin to advise you of the cost for the year. Agencies can add this fee to the debtor’s account balance. SCO bills each agency in April for each successful intercept during the previous calendar year.

## Authority

The government code sections in the following table relate to the IIC Program. These codes determine the exact debts you can submit to the IIC Program.

## **Interagency Intercept Collection (IIC) program on behalf of the State Controller's Office**

The IIC program intercepts (offsets) refunds when individuals and business entities owe delinquent debts to government agencies including the IRS and California colleges.

An **interagency intercept** occurs when our IIC program receives a request from one of the participating agencies to intercept tax refunds, lottery winnings, or unclaimed property payments from individuals or business entities who owe delinquent amounts. All refunds are subject to interception. We only intercept the amount owed. We intercept lottery winnings for all agencies except for the IRS.

If a participating agency requests we intercept someone's funds, we seize and send only the amount of the debt to the requesting agency.

Refunds from joint tax returns may be applied to the debts of the taxpayer, spouse or registered domestic partner. After all tax liabilities are paid we apply any remaining credit to voluntary contributions if requested; and then, the remainder will be refunded. The State Controller's Office will mail a check for the remaining amount.

If the taxpayer's debt was previously paid to the requestor and we also intercepted the taxpayer's refund, any overpayment will be refunded by the agency that received the funds. Please allow 3 to 4 months of processing time.

For details about the debt, taxpayers must call the agency listed on the intercept notice we sent. BLCSD does not have any information about the taxpayer's debt with the agency.