

**MOJAVE PUBLIC UTILITY DISTRICT'S**  
**POLICY ON DISCONTINUATION OF WATER SERVICE**  
**FOR NON-PAYMENT**

Notwithstanding any other policy, rule, or ordinance of the Mojave Public Utility District (“District”), this Policy on Discontinuation of Water Service for Non-Payment (“Policy”) shall apply to the discontinuation of residential water service for non-payment. In the event of any conflict between this Policy and any other policy, rule or ordinance, this Policy shall prevail.

**DELINQUENCY:**

All charges for residential water furnished by the District are due and payable when billed and become delinquent if not paid within twenty (20) days from the date the bill is mailed. Upon becoming delinquent, a late charge of \$10.00 will be assessed on unpaid amounts. Typically, this notice of an outstanding balance and levying of the late charge will be on the flowing month’s bill for service. Those customers who have entered into payment arrangements prior to the next billing will not be assessed a delinquent fee on amounts subsequently paid according to the arrangement terms.

**DISCONTINUATION OF SERVICE:**

The District will not discontinue residential water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days. Prior to the District discontinuing water service, the following notices will be provided or attempted:

1. MAILED NOTICE OF DISCONTINUATION (15 days prior to shut-off/45 days after delinquent):

If payment has not been received within forty-five (45) days of becoming delinquent, a notice will be mailed to the customer at the address where service is provided. If the customer’s billing address is different from the service address, the notice will be sent to the billing address as well as to the address of the property to which residential service is provided, and addressed as “Occupant.” The notice shall include, but is not limited to, all of the following information:

- a. Customer's name and address;
- b. The amount that is past due;
- c. Date by which payment or payment arrangements are required to avoid discontinuation of service;
- d. Description of the process to apply for an extension of time to pay the delinquent charges;
- e. Description of the process to dispute or appeal a bill;
- f. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges; and

- g. District phone number and a web link to the District's written collection policy.
2. 48-HOUR SHUT-OFF NOTICE (by phone and/or door hanger with copy of this Policy):

In addition to the Notice of Discontinuance, the District will provide a 48-Hour Shut-Off Notice advising of the impending termination of water service at least forty-eight (48) hours in advance of the termination of service. This 48-Hour Shut-Off Notice will be by door hanger and/or via phone call to the telephone number on record, and will notify the customer that service will be discontinued if payment is not received by a specific date.

If the District is unable to make contact with the customer or an adult occupying the residence by telephone, the District shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the District's policy for discontinuation of residential service for nonpayment.

All delinquent water service charges and associated fees must be received by the District by 4:00 p.m. on the day specified in the written 48-Hour Shut-Off Notice. If payment has not been received within the time stated in the 48-Hour Shut-Off Notice, water service will be discontinued and will not be turned back on until payment of all past due fees and charges, including any reconnection fees, has been made in full or alternative arrangements have been made pursuant to this Policy.

#### **ALTERNATIVE PAYMENT PLANS:**

Any customer who is unable to pay for water service within the normal payment period may request, in writing, an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

Any payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed twelve (12) months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. **The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger**

**delivered to the premises no less than five (5) business days in advance of discontinuance of service.**

**DISPUTED BILLS OR APPEALS:**

In the event of a disputed bill or meter reading, the meter shall be reread. If the accuracy of the meter is questioned by a customer, the customer shall be given the option of placing a \$45.00 deposit with the District and requesting a meter registration accuracy test. The District recommends that the customer be present to watch the testing process. If the results of the test show that the meter is less than 98% accurate, the meter will be replaced, the \$45.00 deposit returned to the customer, and a pro-rated adjustment will be made on previous bills up to a maximum of six months.

If the results of the test show that the meter is at least 98% accurate, the customer shall forfeit the \$45.00 deposit to cover the District's expense to perform the meter accuracy test. After the District notifies the customer of its decision about the dispute or appeal, the customer shall have five (5) days to pay any charges not removed from the bill by the District.

To dispute a bill or seek an appeal, the customer should then file a formal complaint in writing and clearly state the reasons and all supporting facts for the appeal. Any written appeal should be provided to the District at:

Mojave Public Utility District  
15844 K Street  
Mojave, CA 93501  
(661) 824-4161  
Office Hours M-F 7:30 - 11:45 a.m. & 12:30 - 4:00 p.m. (excluding holidays)

**CIRCUMSTANCES WHERE THE DISTRICT WILL NOT DISCONTINUE SERVICE:**

Notwithstanding the foregoing, the District will not discontinue residential service for nonpayment if all of the following conditions are met:

1. The customer, or a tenant of the customer, submits to the District the certification of a primary care provider that discontinuation of residential 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.<sup>1</sup>
2. The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer shall

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<sup>1</sup> "Primary care provider" is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Welfare and Institutions Code Section 14088(b)(1) as either of (A) Any internist, general practitioner, obstetrician-gynecologist, pediatrician, family practice physician, nonphysician 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 (B) A county or other political subdivision that employs, operates, or contracts with, any of the primary care providers listed in subparagraph (A), and that agrees to use that primary care provider for the purposes of contracting under this article.

be deemed financially unable to pay for residential service within the District's normal billing cycle if 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 the customer declares that the household's annual income is less than 200% of the federal poverty level.

3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with this Policy.

If all of these three conditions are met, the customer may request that the delinquent charges be amortized over a period of twelve (12) months. The burden of proving compliance with the three conditions described above is on the customer. Upon receipt of documentation alleging compliance with the three conditions, the District General Manager shall review that documentation and make a determination of compliance within seven (7) business days of submittal to either request additional information or accept or deny the request.

Exceptions to this Policy deemed worthy and appropriate may be granted on a case-by-case basis by the General Manager or the General Manager's designate.

#### **FAILURE TO COMPLY WITH AMORTIZATION PLAN:**

If the customer fails to comply with the amortization agreement for delinquent charges, OR while undertaking an amortization agreement for delinquent charges, and the customer does not pay his or her current residential service charges for sixty (60) days or more, residential service will be discontinued no sooner than five (5) business days after the District posts a 5-Day Final Notice of intent to disconnect service in a prominent and conspicuous location at the property.

In the event that the District discontinues residential service for nonpayment, it will provide the customer with information on how to restore residential service.

#### **RE-ESTABLISHMENT OF SERVICE:**

Subject to any contrary provisions in this Policy, where service has been discontinued for violation of rules or for nonpayment of bills, the District will charge the fees stated below for reconnection of service:

Service Reinstatement Charge (Regular Hours)	\$50.00*
Service Reinstatement Charge (After Hours)	\$150.00*

*\* If the actual cost of reinstatement is less than the amounts above, the lesser amount will be invoiced and charged.*

In addition to the Service Reinstatement Fee, if a deposit is not already on file, a deposit shall be paid. The District will make every effort to make the reconnection of service on the day of the request or the following workday. Request for service must be made prior to 4:00 p.m. of the day restored service is desired. Requests made after 4:00 p.m. will be handled the next business day.

Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees, as well as criminal prosecution for the theft of water. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

#### **RETURNED CHECK CHARGES:**

If a check is received for payment of District fees, rates or charges and payment for the check is declined by the bank upon which it is drawn, for whatever reason, the customer will be charged the amount payable to cover the returned check, the actual NSF bank fees assessed to the District, and a Returned Check Charge of \$10.00. Payment to cover these charges must be made in cash or with certified funds.

#### **DEPOSITS REQUIRED AFTER DISCONTINUED SERVICE FOR NON-PAYMENT:**

Any service discontinued for nonpayment shall require a meter deposit, if said deposit is not already on file, in addition to payment of all other applicable fees and charges, before water service is resumed. The amount of the meter deposit for reinstatement of discontinued service will be the same as is set for service reinstatement as stated above.

Any account having three or more delinquencies within the past twelve (12) months will be required to pay and maintain a deposit according to the schedule stated in the District's Water Sales and Service Policy. A meter deposit will be refunded on any account that has remained in good standing for twelve (12) consecutive months. Accounts will be reviewed for potential refund on an annual anniversary basis. Any meter deposits on file when service is discontinued will be applied towards the final billing.

#### **WATER THEFT:**

California law, including but not limited to Penal Code sections 498, 624 and 625, define various methods of water theft. In the event that a suspected water theft is discovered, District personnel will contact law enforcement personnel. Water theft can result in the District pressing charges.

To prevent further water delivery from occurring, the District may remove or lock the meter or confiscate the equipment or materials that allow the unauthorized connection. The customer/individual will be charged all costs incurred by the District associated with reporting the incident including, but not limited to, labor, materials and equipment used to report the incident and all costs incurred by the District to replace or repair any District facilities or other items that were tampered with, damaged or removed for the purpose of receiving water without

paying the full lawful charge. These costs are subject to an overhead and administrative charge of 15%. No further service will be allowed at the address until all fees and charges are paid in full.

When the District has discovered that a customer has obtained water service by fraudulent means, or has diverted the water service for unauthorized use, the service to that customer may be discontinued without notice. The District shall not restore service until the customer has complied with all rules and requirements of the District and the District has been reimbursed for the full amount of the actual cost to the District incurred by reason of the said fraudulent use. Unauthorized use is defined as a service connection, within District boundaries, which provides, or is capable of providing, water service from the District to any structure, building, lot, or parcel which is not District approved.

Upon confirmation by the District of an unauthorized water service connection, the District may immediately terminate water service without notice. Additionally, the District shall inform, in writing, both the apparent owner of record of the structure, building, lot or parcel from which the unauthorized service originates and the recipient(s) of such unauthorized service. The notice shall be dated and shall specify the address of the property, the nature of the violation, list the steps that must be taken by the property owner, or any agent of the owner, or lessee, in order to acquire authorized service and the name and telephone number of a District staff person from whom additional information may be obtained. In addition, the notice shall advise the owner that interruption of water service may result should they disregard this notice and that the District may seek appropriate relief through legal action within fifteen (15) calendar days, and water service shall be terminated if said termination has not already occurred. This notice shall be posted at the entrances of all stores, offices, and/or other buildings on the premises and mailed to the apparent registered property owner of record. Once discontinued, reestablishment of service shall require, in addition to compliance with the notice as described above, correction of all violations of District rules and regulations, payment of regular turn-on fees, and payment or repayment of a deposit.

The District shall authorize a service connection when such connection is made to conform to all District standards rules and regulations in existence at the time the notice of unauthorized service is given by the District, including, but not limited to, payment of all fees or charges that may be associated with establishing a connection to the District's water system. The District's General Manager shall have the authority to extend any deadlines set forth in this Policy. For purposes of this Policy only, if unreasonable internal plumbing circumstances are involved in order to comply with present District standards, the District may, at its discretion, allow master metering to the property. It shall be the applicant's burden to present sufficient evidence as to the time the unauthorized service was installed.

Should a property owner of a property determined to have an unauthorized service connection dispute the findings of staff, the property owner may request an administrative hearing with an appropriate committee of the Board of Directors. The administrative hearing shall be scheduled within twenty (20) calendar days of the property owner's request. The hearing shall be presided over by a hearing officer who shall be the District's General Manager. The property owner may be represented by an attorney or other representative at the hearing. It is

requested that the name of any such representative be provided to the hearing officer forty-eight (48) hours prior to the hearing.

The hearing officer shall mail the property owner a written decision within ten (10) days of the hearing. If the property owner is dissatisfied with the outcome of the hearing, the property owner may ask that their issue be placed on the Mojave Public Utility District's Board of Directors' agenda. The property owner may then make his or her petition to the Board. The Board's determination of the issue shall be final.

Tampering, altering, modifying, reconnecting, bypassing, or any otherwise unauthorized or fraudulent control of water meters and appurtenances are violations of the California Penal Code. Breaking or obstructing water pipes or meters, diverting flow or drawing water from any stopcock or faucet by which the flow of water is controlled, after the service has been closed or shut off for a specific cause, is also a violation of the California Penal Code and will be addressed according to the District's procedure for suspected water theft.

Any violation that causes the District to repair, restore, replace, or relocate a District-owned facility will be billed on a time and material basis. Nonpayment of such amounts may result in termination of service or collection action.

#### **LANDLORD-TENANT SITUATIONS:**

Where the District furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District will make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated, at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account so long as the tenant provides verification of tenancy in the form of a rental agreement or proof of rent payments.

For multi-unit complexes with a master meter, the District is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the District's rules and regulations. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means legally available to the District of selectively terminating service to those residential occupants who have not met the requirements of the District's rules and regulations, the District will make service available to those residential occupants who have met those requirements.

Before receiving service, each applicant for a metered connection will be required to establish credit, which will be deemed established under any one of the following conditions:

1. Applicant makes a cash deposit to secure payment of his water bills as required in this Policy.
2. Applicant has been a customer of the District and during the last twelve (12) consecutive months of that prior service has paid all water bills without disconnection for nonpayment.

In the case of a detached single-family dwelling, the District may do any of the following:

1. Give notice of termination at least seven (7) days prior to the proposed termination.
2. In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to 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.

**REPORTING OF DISCONTINUATIONS:**

The District will report the number of total annual discontinuations of residential service for inability to pay to the District Board of Directors and will post on the District's website.

**CUSTOMER QUESTIONS OR COMPLAINTS:**

Questions regarding this policy should be made to the District at:

Mojave Public Utility District  
15844 K Street  
Mojave, CA 93501  
(661) 824-4161  
Office Hours M-F 7:30 - 11:45 a.m. & 12:30 - 4:00 p.m. (excluding holidays)

Should Customer Accounts staff be unable to satisfy a customer's billing complaint, the customer may file a complaint with the General Manager. Should the General Manager be unable to satisfy the customer's complaint, the customer may file a complaint with the Board of Directors by submitting the complaint in writing. The decision of the Board of Directors shall be final.