

GCSD POLICY

POLICY TITLE: MISCELLANEOUS POLICIES & PROCEDURES

POLICY NUMBER: 901

ADOPTED: October 11, 2010

AMENDED:

901 WATER CONSERVATION & DROUGHT MANAGEMENT POLICIES

The District is committed to promoting water conservation. This policy is presented in the District's Urban Water Management Plan, which is maintained under separate cover. The Urban Water Management Plan is made part of the District's Operational Policies and Procedures Manual by reference.

GCSD POLICY

POLICY TITLE: FIRE DEPARTMENT FEE FOR SERVICE POLICIES

POLICY NUMBER: 902

ADOPTED: October 11, 2010

AMENDED:

902 FIRE DEPARTMENT FEE FOR SERVICE POLICIES

902.1 Introduction

The District is situated along a major corridor entering and leaving Yosemite National Park. Each year over 500,000 park visitors pass through Groveland. This traffic places a financial burden on Groveland Fire Department. The California Vehicle Code (Sections 100-680, 2450-2454, 16450-16457, and 17300) allows the District to recover costs from those served by the Fire Department who are not already paying customers of the District. In the following sections, various categories of fee for service are outlined. The fees adopted by the Board of Directors can be found in Appendix 900-A—Fire Department Fees for Service.

902.2 Motor Vehicle Accidents

Level 1—Scene Safety & Investigation

This level includes scene safety and investigation, as well as traffic control, patient contact hazard control. This will be the most common billing level. This occurs almost every time a fire department responds to an accident.

Level 2—Cleanup & Material Used

This level includes Level 1 services as well as cleanup and material used (sorbents used, hazardous clean-up and disposal). We will bill at this level if the department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident.

Level 3—Car Fire

This level includes scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident.

Level 4—Extrication

This level includes Levels 1 & 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing etc.). The department will bill at this level if it has to free/remove anyone from the vehicle(s) using any equipment. The department will not bill at this level if the patient is simply unconscious and department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Level 5—Advanced Response

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This level includes Levels 1, 2, and 3 services, as well as air care (multi-engine company response, mutual aid, and helicopter). The Department will bill at this level any time a helicopter is utilized to transport the patient(s).

902.3 Hazardous Materials Response

Level 1—Basic Response

Billing will include engine response, first response team, perimeter establishment, evacuations, first responder setup and command.

Level 2—Intermediate Response

Billing will include engine response, first response team, haz-mat certified team and appropriate equipment. Other billable tasks include:

- Perimeter establishment, evacuations, first responder set up and command,
- Level A or B suit donning, breathing air and detection equipment, and
- Set up and removal of decontamination center and wash down.

Level 3—Advanced Response

Billing will include engine response, first response team, haz-mat certified team and appropriate equipment. Other billable tasks include:

- Perimeter establishment, evacuations, first responder set up and command.,
- Level A or B suit donning, breathing air and detection equipment and robot deployment,
- Set up and removal of decontamination center and wash down,
- Detection, recovery and identification of material, and
- Disposal and environment clean up.

In addition to the above, billing will also include any disposal fees of material and contaminated equipment and material used at scene. This billing level includes three (3) hours of on scene time, with an additional hourly rate per team, as needed.

902.4 Arson Investigation

The Fire Department can field an Arson Response Team. The team may also assist the County or State arson investigation teams. The team may be called up to perform the following tasks:

- Scene Safety.
- Investigation.
- Source Identification.
- Identification Equipment.
- Mobile Detection Unit.
- Arson Report.

The billing begins when the arson investigator responds to the incident and is billed for logged time only.

902.5 Structure Fires

Structures fires within District boundaries are not billed. However, responses to structure fires outside

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the District will be billed to the home/business owner on an hourly rate per engine. These charges include the following tasks:

- Scene Safety
- Investigation
- Traffic Control
- Patient Contact
- Hazard Control

GCSD POLICY

POLICY TITLE: STRICT SAFETY PROGRAM

POLICY NUMBER: 903

ADOPTED: October 11, 2010

AMENDED:

RESOLUTION:

902 STRICT SAFETY PROGRAM

The District is committed to strict safety programs. This policy is presented in the District's Injury and Illness Prevention Program (IIPP). This policy has been developed in consultation with the California Occupational Safety and Health Administration and the District's insurance carrier. The IIPP is made part of the District's Operational Policies and Procedures Manual by reference.

GCSD POLICY

POLICY TITLE: ELECTRONIC SIGNATURE USE POLICY

POLICY NUMBER:

ADOPTED: JULY 14, 2020, RESOLUTION: 33-2020

This eSignature Policy shall be used by the Groveland Community Services District (“District”) to increase productivity and ensure convenient, timely, and appropriate access to District information by using electronic signature technology to collect and preserve signatures on documents quickly, securely, and efficiently.

This Policy applies to documents requiring a signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. It is the policy of the District to encourage the use of electronic signatures in all internal and external activities, documents, and transactions where it is operationally feasible to do so, where existing technology permits, and where it is otherwise appropriate based on District preferences. In such situations, affixing an electronic signature to a document in a manner consistent with this Policy shall satisfy the District’s requirements for signing a document.

While the use of electronic signatures is suggested and encouraged, this Policy does not require the use of electronic signatures, nor can the District mandate that any third party signing a document use electronic signatures.

Requirements of eSignature

The use of electronic signatures is permitted and shall have the same force and effect as the use of a “wet” or manual signature if all the following criteria are met:

1. The electronic signature is unique to the person using it.
2. The electronic signature is capable of verification.
3. The electronic signature is under the sole control of the person using it.
4. The electronic signature is linked to the data in such a manner that if the data is changed after the electronic signature is affixed, the electronic signature is invalidated.

Electronic Signature is the broad umbrella category under which all electronic signatures fall. The legality and use of Electronic Signatures are governed by federal and state law. (See 15 U.S.C. §§ 7001, et seq. [U.S. Federal Electronic Signatures in Global and National Commerce Act]; California Government Code §16.5; California Civil Code §§ 1633.1, et seq.)

GCSD POLICY

POLICY TITLE: TELEWORK POLICY

POLICY NUMBER: 905

ADOPTED: APRIL 14, 2020, RESOLUTION: 14-2020

A. General

Groveland Community Services District is committed to providing policies and provisions designed to help employees balance their work, personal, and family responsibilities. In keeping with our goal of being a workplace of choice, this policy will assist in meeting both business and sustainable development objectives while satisfying the growing needs of employees to improve their overall quality of life.

Changes are occurring in the labor market with the shift towards more knowledge workers, as well as changes to traditional family structures, employees' expectations of work, and the definition of career aspirations and job satisfaction.

Flexibility in the workplace to accommodate work, personal and family needs can result in benefits to organizations such as:

- A competitive edge for attracting and retaining highly skilled individuals
- Reduce levels of employee stress and conflict
- Higher levels of productivity and reduce absenteeism
- Higher levels of employee satisfaction and motivation
- A more satisfying work environment
- Ability to accommodate employment related needs for employment equity designed group members

The impact of flexible work arrangements can also reach beyond the benefits derived by the District and contribute to the development of a sustainable society. For example, opportunities for reducing traffic congestion and air pollution and for supporting regional economic development can be realized at the same time the employers are met.

Both managers and employees are responsible to ensure that operational needs of the District are met and that neither productivity nor cost are negatively impacted by the application of this policy.

B. Policy Objective

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- a) To allow employees to work at alternative locations, thereby achieving a better balance between their work and personal lives, while continuing to contribute to the attainment of the District goals.
- b) To allow employees to work remotely due to State or National emergency situations, environmental health risks, employee social distancing illness, while continuing to contribute to the attainment of the District goals.

C. Policy Statement

GCSD recognizes the opportunities that flexible working arrangement such as telework option can present and encourage departments to implement telework arrangements where it is economically and operationally feasible to do so, and in fair, equitable and transparent manner.

D. Definitions

- a) **Telework:** A flexible work arrangement whereby employees have approval to carry out same or all of their work duties from a telework place
- b) **Designated workplace:** The employees designated workplace or business where the employee would work if there were no telework situation
- c) **Telework Place:** the alternative location where the employee is permitted to carry out the work otherwise preformed at or from their designated workplace

E. Eligibility

Individuals requesting formal telework arrangements must be employed with GCSD for a minimum of 12 months of continuous regular employment and must have a satisfactory performance record.

Before entering into any teleworking agreement, the employee and manager, with the assistance of human resource department, will evaluate the suitability of such an arraignment, reviewing the following area:

- a) **Employee suitability.** The employee and manager will asses the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful teleworkers.
- b) **Job responsibilities.** The employee and manager will discuss the job responsibilities and determine if the job is appropriate for teleworking arraignment.
- c) **Equipment needs, workspace design consideration and scheduling issues.** The employee and manager will review the physical workspace, equipment needs and the schedule of the appropriate location of the workspace.
- d) **Employee reimbursement (CA Labor Code 2802)**

The District is required to reimburse employees *"for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."* The District will provide a \$100 monthly stipend for employees working remotely to cover work related expenses for personal cell

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phone and home internet use.

F. Teleworking Agreement

If the employee and manager agree and the human resource department concurs, a draft teleworking agreement will be prepared and signed by all parties.

GCSD POLICY

POLICY TITLE: VEHICLE USE POLICY

POLICY NUMBER: SECTION 506 EMPLOYEE HANDBOOK

ADOPTED: SEPTEMBER 16, 2020, RESOLUTION: 44-2020

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property and vehicles, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employee shall notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

District employee's designated to work during a District Designated Emergency may use a District vehicle for travel to and from their place of living during an emergency. The employee assigned a District vehicle during an emergency also has the ability to use the vehicle for the limited personal purposes needed to maintain readiness to respond to District needs during the situation. This includes the ability to provide limited, necessary transportation to family members when needed to ensure employee and family safety maintain service readiness for the District.

GCSD POLICY

POLICY TITLE: LEGISLATIVE ADVOCACY POLICY

POLICY NUMBER: 907

ADOPTED: APRIL 12, 2019, RESOLUTION: 26-2019

Purpose

The purpose of the policy is to guide [DISTRICT] officials and staff in considering legislative or regulatory proposals that are likely to have an impact on [DISTRICT], and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

1 Cal. Gov. Code § 54964.

2 Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to [DISTRICT] staff with regard to monitoring and acting upon bills during state and federal legislative sessions.

Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the [DISTRICT] General Manager, or other designee, discretion to advocate in [DISTRICT] best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of [DISTRICT].

Policy Goals

- Advocate the [DISTRICT] legislative interests at the State, County, and Federal levels.
- Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the district.
- Serve as an active participant with other local governments, the California Special Districts Association, and local government associations on legislative and regulatory issues that are important to the district and the region.
- Seek grant and funding assistance for [DISTRICT] projects, services, and programs to enhance services for the community.

Policy Principles

The Board of Directors recognizes the need to protect [DISTRICT] interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of [DISTRICT] to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

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This policy provides [DISTRICT] General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval. Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the [DISTRICT], the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. [The Board of Directors may choose to establish a standing committee of two Directors, known as the “Legislative Advocacy Committee”, with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.]

Generally, the [DISTRICT] will not address matters that are not pertinent to the district’s local government services, such as social issues or international relations issues.

Legislative Advocacy Procedures

It is the policy of [DISTRICT] to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the [DISTRICT].

Monitoring legislation is a shared function of the Board of Directors and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

1. The General Manager or other designee shall review requests that the [DISTRICT] take a position on legislative issues to determine if the legislation aligns with the district’s current approved Advocacy Priorities.
2. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
3. If the matter aligns with the approved priorities, [DISTRICT] response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the district, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.
4. All draft legislative position letters initiated by the General Manager or designee shall state whether the district is requesting “support”, “support if amended”, “oppose”, or “oppose unless amended” action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the district, e.g. “the funding the district will lose due to this bill could pay for X capital improvements.”
 - a. Support – legislation in this area advances the district’s goals and priorities.
 - b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the district, or does not advance the district’s goals and priorities.

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5. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.
6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the [DISTRICT] shall be included as a copy or “cc” on the letter. The appropriate contacts at the California Special Districts Association and other local government associations, if applicable, shall be included as a cc on legislative letters.
7. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Advocacy Priorities;
 - b. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association; or
 - c. The position is approved by the Board of Directors [or the Legislative Advocacy Committee].
8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the General Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.

Advocacy Priorities

Revenue, Finances, and Taxation

Ensure adequate funding for special districts’ safe and reliable core local service delivery. Protect special districts’ resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts’ property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the district to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the district to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

Governance and Accountability

Enhance special districts’ ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

Human Resources and Personnel

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Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure.

Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing

demands. Promote the efficient, effective, and sustainable delivery of core local services. Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

POLICY

POLICY TITLE: WATER & SEWER LEAK ADJUSTMENT REQUEST

POLICY NUMBER: 908

ADOPTED: OCTOBER 11, 2010

AMENDED: JANUARY 8, 2019, RESOLUTION 01-2019

AMENDED: April 11, 2023, RESOLUTION 18-2023

908 Water & Sewer Account Leak Adjustment Requests

The General Manager and/or their designee, is authorized to adjust a customer's water or sewer service account when their bill reflects usage that is significantly greater than normal, due to accidental loss of water through broken pipes or other failures in the property's indoor plumbing system, subject to the following conditions:

1. The account shows no record of being delinquent for more than 60 days during the past 24 Months
3. One (1) adjustment will be granted within a 24-month period
4. The customer certifies in writing that the problem causing the usage could not have been foreseen, is not related to negligence in property maintenance and has been repaired and/or resolved within fourteen (14) calendar days of being notified or when the leak was discovered
5. Leak adjustments must be applied for in writing within 30 days of receipt of billing
6. No leak adjustments will be granted for loss of water due to irrigation failures
7. No leak adjustments will be granted for properties operated or used as vacation rentals
8. No leak adjustments will be granted during District declared drought status
9. Upon approval of the adjustment, the District will bill each gallon of water used in excess of the normal water consumption on the property, calculated based on the same billing period from the prior year, at the District's Base Usage Rate.

POLICY

POLICY TITLE: DISCONNECTION OF WATER SERVICE FOR DELINQUENT ACCOUNT

POLICY NUMBER: 909

ADOPTED: OCTOBER 11, 2010

AMENDED: AUGUST 9, 2022, RESOLUTION 33-2022

909.1 POLICY EXPLANATION

This policy details Groveland Community Services District's (GCSD's, The District) administrative actions regarding delinquent accounts and the discontinuance of residential water service. This includes notifications, payment arrangements, account appeals, fees, service discontinuance, and service reconnection. This policy shall comply with all aspects of the *Water Shutoff Protection Act* (SB 998), effective February 1, 2020.

District staff can be contacted in person at the main office (18966 Ferretti Rd., Groveland, CA 95321) or by phone (209-962-7161) to discuss options for avoiding discontinuation of residential water service for non-payment under the terms of this policy.

A copy of this policy is available to the public on the District website and in writing upon request. This policy is available in English, Spanish, Vietnamese, Korean, Chinese, and Tagalog.

909.2 DEFINITIONS

- a) Account Owner (Customer): The individual(s) who is financially responsible for the retail water service utility payment at a location.
- b) Alternative Payment Agreement: *A written agreement between the Account Owner and the District providing for the payment of current or delinquent charges on an alternative schedule.* All alternative payment agreements must be requested by the account owner and approved by the District. See specific details in *Alternative Payment Agreements, #3-a*1.
- c) Appeals Process: Written request by the account owner to the General Manager for a review, discussion, and possible adjustment of the bill and/or balance on the retail water utility account. See specific details in *Appeals Process, #4*.
- d) General Manager: The District's General Manager and/or his/her designee.
- e) Non-Payment: Failure of the account owner to pay all charges (including penalties) by the due date, subjecting the retail water utility account to potential service discontinuance.
- f) Delinquent Account: Any account that is not paid, in full, by midnight on the last day of the month.
- g) Primary Care Provider: Any of the following: 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.

- h) *Service Discontinuance (Lock-Off)*: The discontinuance of service at an address by turning off and locking a meter, or the removal of a meter due to non-payment.

909.3 ALTERNATIVE PAYMENT AGREEMENTS

- i) Any and all alternative payment agreements must be requested by the account owner prior to the scheduled date of service discontinuance (lock-off). Alternative Payment Agreements include:
 - 1) Alternate Payment Arrangements/Temporary Deferral of Payment;
 - 2) Payment Amortization;
 - 3) Partial or Full Reduction of Unpaid Balance.
 - 1. *Alternative Payment Arrangement/Temporary Deferral of Payment*: An account owner who is unable to pay for retail water service within the normal payment period may request an alternative payment arrangement or a temporary deferral of payment to avoid late fees or disruption of service. The General Manager will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.
 - 2. *Payment Amortization*: Payment arrangements that extend into multiple months are considered an amortization plan. An amortization plan will amortize the unpaid balance over an extended period agreed to by the District, not to exceed 12 months from the original date of the bill (unless approved by the General Manager). Amortization Plans must be in writing and signed by the account owner. The amortized payment amount and the current payment must be received by the District by midnight on the last day of each month. The account owner must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period.
- j) *Partial Reduction of Unpaid Balance*: Request of partial reduction of the unpaid account balance must be presented in writing to the District Main Office (18966 Ferretti Rd., Groveland, CA 95321), and will be forwarded to the General Manager. Only requests that have an identified and repaired leak as a result of failure of a home's plumbing system will be considered and subject to the District's Leak Adjustment Policy. One request per Account Owner may be presented within a twenty four month period. Decisions by the General Manager are final. Only one active alternative payment agreement may exist on an account at any given time. An account owner will not be eligible to participate in any alternative payment agreement if he or she has failed to comply with the terms of a prior alternative payment arrangement within the previous twelve (12) month period.
- k) Failure to comply with the terms of any alternate payment agreement listed above will result in the account being subject to service discontinuance. Service may be discontinued (shut-off) if either of the following occurs: (1) the customer fails to comply with the terms of an alternative payment agreement and the breach remains uncured for a period of 60 days or (2) if the customer does not pay his or her current residential service charges for 60 days or more while participating

in an alternative payment agreement.

- l) The District retains the ability to select which of the payment arrangement options are available to the account owner, and may set the said parameters for such. (SB 998, Chapter 6, §116910, article (b)2).
- m) It is the account owner's obligation to ensure the timely submission of complete and satisfactory documentation demonstrating eligibility to participate in an alternative payment agreement. If the information is not submitted by 4:00pm on the 60th day of delinquency or if the information is incomplete, the District will proceed with discontinuation of water service the following day. In such a circumstance, the only way to resume water service will be to pay entire balance due on account.

909.4 APPEALS PROCESS

If the account owner wishes to appeal all or part of the account balance, a written request for such must be presented to the District Main Office and will be forwarded to the General Manager. While an account appeal is pending, no additional Past-Due/Late Charges will be applied to the account balance. The District will also not discontinue (shut-off) water service for non-payment while the appeal is pending. (SB 998, 116908, §2b)

a) The written request for appeal may be dropped off in person or mailed to the main office (18966 Ferretti Rd., Groveland, CA 95321).

b) The written request must include the account owner's contact information, the amount requested for appeal, and the explanation/justification for the request.

c) This request must be received within 60 days of the issuance of the bill the customer wishes to appeal and prior to the scheduled date of service discontinuance (shut-off).

d) For purposes of the appeal, disputed water charges are presumed valid. The burden rests with the account owner to demonstrate an inaccuracy by a preponderance of the evidence.

909.5 PAST-DUE CHARGES/LATE FEES

- a) Past-Due Charges/Late Fees (if applicable) are assessed on the 1st of the month, following the month in which they are due.
- b) An outstanding balance that carries over multiple months will be assessed a .5% penalty.
- c) Past-due charges/late fees will not be assessed on unpaid charges that are the subject of an alternative payment agreement or on unpaid charges that were the subject of an unsuccessful appeal.

- d) The account owner may request a waiver of past-due/late fee charges once within a 12-month period. Approval of a waiver is at the discretion of the District.

909.6 SERVICE DISCONTINUATION NOTIFICATION

a) INITIAL NOTICE

1. An initial notice of delinquency will be printed and show up in red on the utility bill following the month of delinquency, notifying account owner of delinquency and potential discontinuation of water service if past due amount remains unpaid.
2. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the customer.

b) 45-DAY SERVICE DISCONTINUATION NOTICE

1. As a courtesy, the District will again make a reasonable, good faith effort to notify the account owner that the account remains past due approximately 45 days after bill issuance.

- i. The account owner will be advised of the amount past due, the service disconnection (shut-off) date, instructions on how to contact the District to make payment arrangements or appeal the bill, and the availability of the District's Policy on Discontinuation of Residential Service for Non-Payment in writing.
2. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the customer.
3. If the account owner's mailing address on file with the District and the address of the property to which water service is provided are different, a notice will be mailed to the account owner's address and to the service address; addressed to "Occupant". (SB 998, 116908, §a1C)
4. If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to post the "Final Notice" in a conspicuous place at the service address subject to discontinuation of water service. (SB 998, 116908, §a2)

c) OTHER SERVICE TYPES

1. For services other than to account owner-occupied detached single family residences, including commercial, master meter, multi-unit residential structure, or mobile home park, where the off-site owner/manager/employer is the account owner (customer), at least ten (10) days before water service disconnection, the District shall also attempt to notify the occupant(s) of the premises where service is provided of the pending service termination.
2. In a tenant/landlord situation, the District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service disconnection.

1. The written notice will advise the tenant/occupant that they have the right to become the account owner without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address.
2. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

909.7 WATER SERVICE DISCONTINUATION

- a) All delinquent water service payments must be received by the District by 4:00pm on the day specified in the 45-Day Service Discontinuation Notice. Any customer's account which remains unpaid and without an alternative payment agreement beyond the due date of the notice will be subject to water service discontinuation (shut-off).
- b) All alternative payment agreement requests or requests for appeal must be received by the District Main Office (18966 Ferretti Rd., Groveland, CA 95321) by 4:00pm on the day specified in the written 45-Day Service Discontinuation Notice.

- c) The District will discontinue (shut-off) water service by turning off and locking off the water meter on the date provided on the 45-Day Service Discontinuation Notice. The account owner (customer) will be charged a “Reconnection Fee.” See District Miscellaneous Fee Schedule for Reconnection Fee amount.
- d) District Field Staff are unable to make payment arrangements or accept payments.
- e) Water services shall not be shut-off to a residence if **ALL** of the following conditions are met:
 - 1. Receipt and verification by the District Main Office of “*Certification of Medical Necessity*” provided by the Primary Care Provider stating the “*discontinuance 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.*” (SB998 §116910, a1)
 - 2. An account owner (customer) has demonstrated they are financially unable to pay for residential service within the District’s normal billing cycle. The account owner (customer) “*shall be deemed financially unable to pay for residential service within the ...normal billing cycle if any member of the customers 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 households annual income is less than 200 percent of the federal poverty level.*” (SB998 §116910, a2)
 - 3. The account owner (customer) is willing to enter into an amortization agreement, alternate payment schedule, or a plan for deferred or reduced payment, consistent with the written policies of the District. (SB998 §116910, a3)
 - 4. It is the account owner’s obligation to ensure the timely submission of complete and satisfactory documentation. If the information is not submitted in a timely manner or if the information is incomplete, the District will proceed with discontinuation of water service on the date listed in 45-day notice.

909.8 WATER SERVICE RECONNECTION (RESUME SERVICE)

- a) In order to re-establish or resume water service that has been disconnected for non-payment, the account owner (customer) must pay all past-due bill amounts, all past-due charges/late fees, current charges and the reconnection fee attributable to the service discontinuation.
- b) Payment plans and payment amortization plans are not available to the account owner while the water service is discontinued.

- c) The District will endeavor to reconnect service as soon as possible between the hours of 8:30am – 4:00pm on normal business days. At a minimum, the District will reconnect service before the end of the next regular working day following receipt of payment.
- d) There may not be District personnel available to complete an after-hours reconnection. If available, service restored after 4:00pm Monday-Friday, weekends, or holidays will be charged an after-hours reconnection fee. See District Miscellaneous Fee Schedule for Reconnection Fee amount.
- e) Water meters, curb cocks, and locks are District property, and shall only be operated by qualified District staff.
 - 1. Retail water service that is reconnected or resumed by any individual other than District staff will be subject to a “Tampering Fee” and a “Lock Replacement Fee”. If applicable, these fees will be added to the account owner’s (customer’s) water utility account, and will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.
 - 2. See District Miscellaneous Fee Schedule for Tampering Fees and Lock Replacement Fees.
 - 3. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the account owner (customer). Any damage to District property (lock, meter, curb cock, etc.) requiring replacement of equipment will be billed to the account owner’s water utility account. Charges to the account owner will include all costs for replacement and installation of the damaged property.
 - 4. Unpaid balances for damage to District property or miscellaneous charges will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.

909.9 RETURNED PAYMENTS

When a payment of any kind is not honored by a customer’s bank (returned payment), the retail water account shall be considered unpaid and subject to possible disconnection. The District will make a reasonable, good faith effort to notify the customer by phone or mail of the returned payment.

- a) If the account is delinquent, water service will be discontinued (shut-off) if the amount of the returned payment and the returned payment charge (if applicable) are not paid on or before the date specified in the Service Discontinuation Notice(s). Only payment in the form of cash or cashier’s check will be accepted to pay for the returned payment and returned payment fee (if applicable).

- b) If it is determined that a payment was made in person or online on the disconnection deadline date in order to avoid service interruption and/or a reconnection fee, and that payment is subsequently returned by the bank, a seven (7) day *Final Notice of Discontinuance of Service* will be issued, advising the customer that payment for the returned payment and the returned payment charge (if applicable), must be made by the date specified on the Final Notice to avoid water service discontinuation and the reconnection fee. Payment must be made by cash or cashier's check only.
- c) In the event a customer's check or online payment is returned by the bank unpaid three (3) times within a twelve (12) month timeframe, a letter will be mailed to the customer notifying them that only cash or cashier's check will be accepted as payment for a period of twelve (12) months from the most recent returned payment.
- d) Returned Checks & Payments for Previously Discontinued Water Service
 - 1. In the event an account owner (customer) tenders a non-negotiable payment to restore retail water service previously disconnected for non-payment and, in good faith, the District restores retail water service to the location; the District will consider the delinquent account unpaid and may promptly discontinue water service without providing additional notice.
 - 2. Any account owner issuing a non-negotiable payment to restore retail water service discontinued for non-payment will be required to pay cash or cashier's check to restore any future water service discontinuations for a period of 12 months from the date of the returned payment.

SECTION 900 MISCELLANEOUS POLICIES & PROCEDURES