

LBRID/NBRID Policy Regarding Billing, Payment and Shutoff of Services (Effective 4-1-20)

I. Purpose

This Policy establishes procedures for billing and collection of fees and charges for services provided by the Lake Berryessa Resort Improvement District (LBRID) and Napa Berryessa Resort Improvement District (NBRID), including service shutoffs. This is a public document.

II. District Staff Responsibilities and Discretion

District staff involved in billing services shall strive to ensure that billing and collection practices comply with the Districts' ordinances, resolutions, and this Policy document, and shall strive to be fair and courteous to customers and residents.

The District Engineer may exercise reasonable discretion in waiving penalties on delinquent payments and in granting refunds or credits if the circumstances warrant.

III. Standard Billing and Collection Procedures

A. Billing and Collections

1. Bills are mailed out on a bimonthly basis. Full payment is due on the first day of the following (next) month except for approved Type 1 Monthly Payment Plans (see Section III.C below).
2. Within five business days following that due date, District staff will run a report of those customers who are delinquent in their payments.
3. The following business day staff shall call or mail out courtesy letters to notify delinquent customers that if delinquencies continue for sixty (60) calendar days or more, the District will send out formal notices of delinquency and that service shutoff may occur.
4. Service shutoff procedures can be found in Section IV of this Policy.

B. Payment Processing

1. The District accepts cash, check, credit card and money order payments, by mail or in person during business hours at the Administration Office located at 1195 Third Street, Napa, California, Room 101. Online credit card payments can be made at <https://www.countyofnapa.org/1686/Pay-Water-Sewer-Bills-NBRID-LBRID> . The convenience fee for online payments, currently 2.29%, is the customer's responsibility.
2. All payments are processed the same business day they are received. It may take up to five business days for payments to be posted to the customer's account.
3. Any check that is returned unpaid by the customer's bank must be redeemed with cash, money order, or cashier's check within ten (10) days of the issuance of a letter requesting said redemption. A charge to defray the District's costs due to

the unpaid check (currently \$45) shall be added to the customer's District account and shall be immediately due.

C. Monthly Payment Plans for Non-Delinquent Accounts (Type 1)

1. The District Engineer or designee has reasonable discretion to approve a "Type 1 Monthly Payment Plan" with any customer who requests and signs an agreement entering into a monthly plan ("Agreement"). Delinquent accounts are not eligible for a Type 1 Monthly Payment Plan but such customers may request participation in a Type 2 Payment Plan as described in Section IV below.
2. A Type 1 Plan allows a customer to pay one-half of the water and sewer service amount due in two payments without penalty, subject to the following conditions:
 - a) The customer shall pay one-half the amount due in accordance with Section III.A.1. above. The second half shall be due on the first day of the following month.
 - b) All penalties for delinquent payments will be waived as long as the account remains in good standing.
 - c) Failure to make payments on-time according to the Type 1 Plan shall void the Agreement. The account will then be subject to the applicable penalties, interest and fees.

D. Cash Guarantee Deposits

1. Prior to initiation of service, every account must make a deposit in the amount stated in the District's Schedule of Water And Sewer Rates, Fees, Charges and Deposits. The District Engineer may waive the deposit if:
 - a) The customer provides documentation of a satisfactory payment history covering a minimum period of 12 months from a previous utility (water, sewer, electric or gas only) ending no more than 6 months prior to the date of application. The alternative of providing such a payment history will not be available after a deposit has been posted in whole or in part. The documented past payment history must indicate no more than one delinquency charge in 12 months, no returned payments, no interruptions of service for non-payment and no bankruptcies filed. This provision does not apply to a past or current customer of the District with an unsatisfactory payment history.
 - b) The customer had previous service with the District for a minimum 12 month period and did not have more than one delinquency in a twelve month period, no interruptions of service for non-payment, no returned payments, no bad debt write off by the District or an account sent to collection.
2. Deposits may be required on existing accounts for: interruptions in service due to non-payment, returned payments, or customers who filed bankruptcy and reapplied for service (deposit not subject to refund).
3. Upon the request of the customer, the deposit for a new account may be paid in three equal installments. The first installment shall be paid prior to service being

initiated, the second installment shall be due at the time the first bill for service is due, and the third installment shall be due at the time the second bill for service is due. Failure to make timely payment of the deposit installments may result in service being discontinued following the procedures for shutoff in Section IV below.

4. Upon closure of the account, the deposit will be applied to the final billing and any remaining balance returned to the customer. Deposits shall not be applied to delinquent balances on active accounts
5. The deposit will be refunded in full by crediting the account 24 months from the date of the last deposit payment, provided the customer has established and maintained a satisfactory payment account record; no more than three delinquent account charges, no returned payments, no bankruptcies filed and no interruption of service due to non-payment.

IV. Policies and Procedures Under the California Water Shutoff Protection Act

A. When Service May Be Shut Off; Notice Requirements

1. If a customer's payment on its account is delinquent for sixty (60) calendar days or more, and if the customer does not have a pending appeal and has not requested and established grounds for an extension or alternative payment plan, the District may discontinue service for nonpayment after giving notice as required below.
2. Required Notice of Impending Water Shutoff.
 - a. Before shutting off a customer's water service due to non-payment, the District shall give notice of the impending water shutoff in at least **one** of the following three ways:
 - i. Contact the customer or resident by telephone at least seven (7) days before the shutoff occurs and provide the following information verbally:
 - A. The date of the planned shutoff;
 - B. The amount due and the date payment or an arrangement for payment must be made to avoid shutoff;
 - C. A description of the process to appeal the utility bill;
 - D. A description of the process to request an extension to pay or alternative payment schedule;
 - E. An offer to discuss options to avoid shutoff including alternative payment plans for deferred payments, minimum payments, and amortization of the unpaid balance
 - F. An offer to provide a written copy of this Policy;
 - G. The following telephone numbers to use to contact the District to discuss options for averting service shutoff:

(707) 253-4351 or (707) 259-8600 between 8:00 AM and 5:00 PM Monday through Friday; and

H. Information as to how the customer may restore service if it is shut off

OR

- ii. Mail written notice to the customer by First Class U.S. Mail at least twelve (12) business days before the shutoff occurs, which notice must meet the following requirements:
 - A. The notice must be provided in English, Tagalog, Chinese, Spanish, Vietnamese, and Korean;
 - B. If the customer's billing address is not the street address of the residence where service is provided, the District must also mail the notice to the residence address addressed to "Occupant."
 - C. The written notice must include the following information:
 - 1) The customer's name and address;
 - 2) The amount of the delinquency;
 - 3) The date of planned service shutoff;
 - 4) The date payment or an arrangement for payment must be made to avoid shutoff;
 - 5) A description of the process to apply for an extension of time to pay the delinquent charges;
 - 6) A description of the process to appeal the utility bill;
 - 7) A description of the process for the customer to request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent charge;
 - 8) The following telephone numbers to use to contact the District to discuss options for averting service shutoff: (707) 253-4351 or (707) 259-8600 between 8:00 AM and 5:00 PM Monday through Friday; and
 - 9) Information as to how the customer may restore service if it is shut off.

OR

- iii. If the District is unable to contact the customer or adult resident by telephone and if written notice is returned in the mail as undeliverable, then a District representative must make a good faith effort, at least seven (7) calendar days before service is shutoff, to visit the residence and either leave with the customer or an adult resident, or post in a conspicuous place, a written notice of delinquency and impending shutoff of service, a copy of the

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mailed notice that was returned undelivered, and a copy of this Policy.

B. Opportunities Available to Customers for Relief from Delinquencies and Discontinuation of Service; Additional Protection from shutoffs.

1. Procedure to Contest/Appeal a Utility Bill

- a. A customer may contest a utility bill by filing an appeal to the District Engineer. Unless the appeal is untimely per Subsection 1.c. below, and until a timely appeal is processed and decided by the District Engineer, the District shall not shut off the requesting customer’s service for non-payment while an appeal is pending.
- b. The appeal must be in writing and may be filed in the form of an email properly addressed to the District’s correct email address or by First Class U.S. Mail with proper postage and correctly addressed to the District. The appeal must include the following:
 - i. The date and amount of the bill; and
 - ii. The address where utility service is provided; and
 - iii. The amount that is the subject of the appeal; and
 - iv. The grounds for the challenge of that amount; and
 - v. Contact information (email address or mailing address for U.S. Mail) for the customer’s preferred way of receiving communications and decision on the appeal from the District.
- c. The appeal may be filed no later than sixty (60) calendar days after the date the bill was received, or five (5) business days after the District gives notice of an impending water shutoff, whichever is later.
- d. The District Engineer shall issue a decision within thirty (30) calendar days of the date of the appeal, which shall be e-mailed or sent in the U.S. mail to the customer (depending on the manner of delivery specified by the customer in the appeal). The District Engineer’s decision is final. If the customer wishes to challenge the decision, the customer’s remedy is through the courts. If the District Engineer upholds any portion of the challenged billing, then the customer shall have ten (10) calendar days or until the date payment is due on the contested utility bill, whichever is later, in which to pay the amount upheld.
- e. If no such payment is made and unless the customer requests, and is eligible for, a payment plan that includes the appealed billing, then the District may proceed to shutoff service pursuant to Section IV.A above.

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2. Proof of Health and Safety Risks to Avoid Service Shutoff.

- a. Except as provided below, the District shall not shut off service if **all three** of the following conditions are met:
 - i. A customer or tenant of the customer submits to the District the certification of a primary care provider (as defined in Section 14088 of the California Welfare and Institutions Code) that water shutoff will be life threatening to, or pose a serious threat to the health or safety of a resident of the premises; **and**
 - ii. The customer demonstrates a financial inability to pay for the service within the District’s normal billing cycle, as determined according to the factors described below; **and**
 - iii. The customer enters into a “Type 2” Alternative Payment Plan.

- b. The customer may establish financial inability by documenting that any member of the household is a recipient of benefits under CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Social Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants and Children, or if the customer declares that the household’s annual income is less than 200 percent of the federal poverty level in accordance with the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of [42 U.S.C. 9902\(2\)](#).

- c. Documentation of financial inability shall include current evidence that a resident is a recipient of benefits (for example a Napa County “Passport to Services”) and resides at the address on the account. Current documentation shall be provided with each billing cycle the Type 2 agreement is in effect.

3. Alternative Payment Plans for Delinquent Accounts (Type 2).

- a. If a customer meets the above qualifications in Subsection 2, the District Engineer or designee shall allow a customer to defer and extend payment of delinquent charges by entering into an Agreement for a “Type 2” Alternative Payment Plan. The Type 2 Plan shall allow payment of overdue charges and fees over a period of time not to exceed 12 months.

- b. The District Engineer or designee may also exercise reasonable discretion to allow a customer, who does not establish health and safety risks as required above, to enter into an Agreement for the Type 2 Plan if the customer demonstrates in another reasonable way to the satisfaction of the District Engineer or designee that the customer is financially unable for

the duration of the Payment Plan to pay the entire amount of overdue charges and fees owed to the District,

- c. To demonstrate financial inability, the customer must sign and provide the information required by the attached financial hardship application form (“Application,” Attachment 1 hereto).
- d. Customers who are already on a Type 2 Payment Plan and who have an overdue payment under the Plan are not eligible.
- e. Any Type 2 Payment Plan Agreement entered into between a customer and the District allowing payment of delinquent/overdue amounts over time shall be subject to the following conditions:
 - i. The customer shall immediately pay 25% of the amount outstanding, including any penalties (subject to relief for financial inability as provided below), and shall agree to a payment schedule for the balance of the overdue amounts that will fully pay off the delinquent amounts within no more than twelve (12) months. The District Engineer or designee shall have the discretion to impose a payment period of less than or greater than twelve (12) months if circumstances warrant.
 - ii. All penalties and interest for delinquent accounts shall be added to the account balance during the period of the payment plan. However, for customers who establish the criteria for financial inability that are described in Subsection 2 above, the District shall waive all interest and penalties on delinquent bills once every 12 months.
 - iii. All payments set forth in the Payment Plan and any amount due on any subsequent bill shall not become delinquent. Failure to make payments on-time may result in service being shut off. The account will then be subject to the applicable reconnection fee prior to service being restored, subject to the limitations on reconnection fees set forth below for certain customers.
- f. All Payment Plan Applications and Payment Plan Agreements are to be completed in full and signed by the customer prior to being submitted to the District Engineer or designee for approval.
- g. Customers shall be advised that payment by credit card is available (in person and on-line) and may be less expensive than a payment plan.

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4. District Engineer Discretion to Grant Extensions

As to customers whose financial situation renders them unable to make a payment(s) on a short term basis under a Type 2 Payment Plan, or who have defaulted on a Payment Plan, the District Engineer or designee may (but is not required to) grant reasonable extensions on payment due dates and may direct staff to refrain from service shutoffs during the extension periods. But such extensions are limited to no more than four months in any 12-month period. (For example, a customer cannot make a payment before the shutoff date and request an extension until payday or the first of the month.) Also, to qualify for such an extension, a customer must demonstrate (to the reasonable satisfaction of the District Engineer or designee) that the customer’s financial condition prevents the customer from making payments on a payment plan without an extension, by signing and providing the information required by the attached financial hardship application form (“Application,” Attachment 1 hereto).

5. Final shutoff Notice.

As to any customer who has entered into a Type 2 Payment Plan Agreement but who either fails to comply with the requirements of the Agreement for sixty (60) days or more, or who fails to pay current utility charges for 60 days or more while adhering to the Payment Plan for past delinquencies, the District may shut off service after posting on the property to which service is provided, in a prominent and conspicuous location, a final notice that service will shut off, which shall specify a date upon which the service will be shut off that is no earlier than five (5) business days after the posting of the notice. The final notice should include information on how the customer may seek to restore service.

6. Reconnection Fees.

Each District’s standard reconnection fees are set forth in the Schedule of Water and Sewer Rates, Fees, Charges and Deposits that is attached as Attachment “A” to Resolution No. 2018-01 (NBRID) and Resolution No. 2018-01 (LBRID). Those charges are less than or equal to the maximum amounts allowed by the Water Shutoff Protection Act regarding customers who have household incomes of less than 200 percent of the federal poverty level. Thus, this WSPA Policy incorporates that Schedule by reference.

ATTACHMENT 1

**REQUEST AND DECLARATION FOR WATER/SEWER PAYMENT EXTENSION OR
PAYMENT PLAN**

Date: _____ Account No.: _____

Account Holder Name: _____

Service Address: _____

Mailing Address (if different): _____

Phone Number: _____ E-Mail: _____

To the District Engineer:

Based on my financial hardship, I hereby request (***check only one box*** and fill in blanks that apply to the extension or plan that you are seeking):

Short term extension of date to pay water/sewer bill until _____, 20__ (not to exceed four (4) months).

Monthly Payment Plan (Type 1 under the District's policy)

Payment Plan (Type 2 under the District's policy) for ___ months from _____, 20__, until _____, 20__ (not to exceed twelve (12) months). Attach documentation of financial hardship, if any, to this form.

If I am seeking approval of a Type 2 Payment Plan, I hereby propose the following:

(NOTE that this is a proposal only and is not an agreement until approved by the District Engineer or designee. If approved, you will receive a signed copy.)

Number of days account delinquent: _____ (required)

Amount currently due: \$ _____ (required)

25% Due at Time Agreement is \$ _____ (required)

Payment Schedule: (required)

Payment Amount \$ _____ per month, or _____

I, as the Account Holder hereby declare as follows:

1. I have read the District's "Policy Regarding Billing, Payments and Shutoff of Services" and understand that all payments set forth in the applicable Payment Plan and any amount due on any subsequent bill must be paid on-time. I further understand that my service will be disconnected in the event of non- payment under a Payment Plan and any delinquent future charges.
2. If I am seeking an extension of the date by which I must pay all charges and fees that I owe to the District for water and sewer services, I am currently unable financially to pay the District's billings and am unable to make any payments on a payment plan during the period of the extension. I understand that at the end of the extension, if granted, I must then pay any delinquent amounts and continue to pay all current charges and fees owed to the District on a timely basis or else services may be shut off pursuant to the provisions of the District policy.
3. If I am seeking permission to pay overdue/delinquent fees and charges on a payment plan (Type 2 under the District's policy), I am currently unable financially to pay the entire sum of District's overdue billings while also paying new charges on a current and timely basis. I understand that during the payment plan period, in addition to payment of overdue amounts over an extended period of time, I must also pay **ALL** current charges on a timely basis. I also understand that at the end of the payment plan, if granted, I must then continue to pay all current charges and fees owed to the District on a timely basis or else services may be shut off pursuant to the provisions of the District policy.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this ____ day of _____, 20____, at Napa, California.

Signature: _____

APPROVED

By District Engineer (or designee)

Date