



PO Box 264  
Prather, CA 93651  
Shaverlakeheights.org  
[Shaverlakeheights@gmail.com](mailto:shaverlakeheights@gmail.com)

---

## **2023 Water Service Disconnection Policy**

Shaver Lake Heights Water Association, a California nonprofit corporation (hereinafter "Association") establishes this Water Service Discontinuation for Nonpayment Policy ("Policy") to describe the Association's procedures and actions taken for residents who engage in water services ("Water Services") from the Association ("Member") and are delinquent on payment for those services, effective as of February 1, 2020 ("Effective Date"). This Policy will be available to the public on the Association's website at <https://shaverlakeheights.org/> and published in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean, and any other language spoken by at least 10 percent of the people residing in the Association's service area. Any questions regarding this policy can be directed to via email to: [shaverlakeheights@gmail.com](mailto:shaverlakeheights@gmail.com)

### **Disconnection Procedures for Non-Payment of Water Services:**

1. Payment for Water Services are made on an annual basis and all specified dates in this Policy are to be presumed to be within the same billing year unless stated otherwise.
2. If payment is not made by February 1st, a statement of fees and this Policy will be mailed to the Member.
3. If payment is not made by March 1st, or 30 days past due, a statement of fees and this Policy will be mailed to the Member.
4. If payment is not made by April 1st, or 60 days past due, a late fee of \$200 will be assessed and a statement of fees will be mailed with Certified Return Receipt to the Member. The mailing will include a notice that dues must be paid by May 1st at which point termination procedures will begin. The Association may attempt to provide Member additional notice by telephone or voicemail.
5. On or after May 1st, a notice of imminent termination will be mailed to the Member, and a 7-day termination notice is posted at the property, together with a copy of this Policy. **Water Services will be turned off after those 7 days expire**, provided the Association has received no contact from the Member and/or no payment arrangement has been made.
6. Reconnection will occur after full payment of dues and penalties has been received by the Association, including a \$200 reconnection fee.
  - a. If the Member declares they are low-income, the reconnection fees is capped at \$50 during business hours, and \$150 during non- business hours. The Member must show that someone in the household receives government assistance or declare that the household income is under 200% of the federal poverty level. Fees for low-income residents will not exceed the actual cost of reconnection if less than the described cap.

### **Payment Arrangements:**

1. Alternative Payment Plan. Members who are unable to make payment within normal payment periods may request an amortization plan to avoid disruption of service. The Member must show (1) an inability to pay for a good-faith reason, such as being financially unable to pay, or termination would threaten health and safety as defined by applicable statute and (2) enter a signed Agreement with the Association.
2. Appeals. Members may appeal payment by written notice of appeal to the Association within 15 days of payment being due. The Member must submit all documents and evidence relevant to their appeal to the Association. Following receipt, the Association will make a final determination at a hearing where the Member will be allowed to present the submitted documents and evidence.
3. No Termination: Water Services will not be terminated:
  - a. During the appeal process.
  - b. Where a primary care provider certifies that termination would be life threatening or a serious threat to health and safety.
  - c. Where the Member demonstrates financial inability to pay, meaning the Member is either (1) 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 (2) declares that the household annual income is less than 200% of the federal poverty level.

d. If a Member demonstrates financial inability to pay as defined above, the Association will waive interest charges on delinquent bills at least once every 12 months.

4. Association's Discretion. The Association may choose which payment options will apply and set parameters accordingly.

#### **Notification**

1. Written Notices. Written disconnection notices will be mailed to the mailing address as designated by the Member with the Association. If the mailing address and the address of the property to which Water Service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant." The written disconnection notice will include: (a) the Member's name and address; (b) amount of the delinquency; (c) payment deadline to avoid termination of services; (d) the process to apply for a payment extension; (e) the process to petition for bill review and appeal; (f) the process to apply for an amortization plan; and (h) the telephone number of the Association representative who can provide additional information or institute arrangements for payment.
2. Telephonic Notice. Telephonic notice will accompany (a) an offer to provide Member this Policy and (b) offer to discuss options to avoid discontinuing Water Services, including alternative payment schedules, deferred payments, minimum payments, amortization, and appeal.

#### **Reinstatement of Service**

Water Service will be reinstated when all delinquencies, fees, irregularities, or disputes have been resolved as determined by the Association.

#### **Limitation of Liability**

None of the Association or any of its officers, directors, members, employees, agents, attorneys, representatives, or affiliates (each a "Related Party" and, collectively, the "Related Parties") may be held liable to Member or any of its affiliates for any loss, liability, damage or expense arising out of or in connection with any termination of services contemplated by this agreement, unless such loss, liability, damage or expense shall be proven to result directly from the gross negligence or willful misconduct of the Association or such Related Party. In no event may the Association or any of its Related Parties be held liable to Member for special, indirect, punitive or consequential damages, including, without limitation, loss of funds, even if the Association has been advised of the possibility of such damages.

Board Approved March 14, 2020

Policy Effective: April 1, 2020