



## RURAL NORTH VACAVILLE WATER DISTRICT

**POLICY TITLE:** Customer Payment Arrangements for Hardship or Discontinuance of Water Service due to Nonpayment of Past Bills  
**POLICY NUMBER:** 3130  
**ADOPTION:** 2-11-2020  
**REVISION:** 2-8-2022

**3130.1** Upon request, the General Manager (G.M.) may grant approval of special arrangements to be made for payment of the following fees when hardships **meet the standards of SB998**:

**3130.1.1** Regular water service. Only if true hardship can be demonstrated in writing to the G.M.

**3130.1.2** Reasonable payment schedule following receipt of delinquency “shut-off” notice. The past due amount must be paid in full, or an installment payment agreement, not to exceed 12 months (without G.M. approval), must be signed and adhered to as described in the agreement.

**3130.1.3** Connection fee. The connection fee must be paid in full before service begins, or an installment payment agreement, must be approved by the G.M. and signed by the G.M.

**3130.2** Monthly payments over a period not to exceed 12 payments (unless G.M. approval for a longer term). When payments are to be made at the close of escrow but property is not sold, arrangements must be made for payments to continue on a regular basis.

**3130.3** The law states that community water systems cannot discontinue water service due to nonpayment of past-due bills **before either of the following dates, whichever date is later** ([Health & Saf. Code, § 116773.4, subd. \(e\)\(2\)](#)):

I. **December 31, 2021**

II. For a customer that has been offered an opportunity to participate in a payment plan, the **date the customer misses the enrollment deadline for, or defaults on, the payment plan**. Note that **all** community water systems are required to notify customers of the opportunity to enter into a payment plan and that they have at least 30 days from the date of the notice to enroll in the

payment plan. A community water system may not discontinue water service to a customer that remains current on a payment plan.

All community water systems regardless of size, whether participating in the Arrearage Program or not, must adhere to the Water Shutoff Protection Act ([Health & Saf. Code, § 116900 et. seq.](#)) notice and shutoff rules for discontinuing residential service due to arrearages accrued during the COVID-19 pandemic bill relief period.

**3130.4** If you need assistance paying down any remaining water debt, you may be eligible for other State or Federal assistance programs. One of those programs is the Low Income Household Water Assistance Program (LIHWAP), which will be administered through the California Department of Community Services and Development (CSD), and is scheduled to begin **May 2022**. For more information on LIHWAP and to learn more about the eligibility requirements, visit their website at: [www.csd.ca.gov/waterbill](http://www.csd.ca.gov/waterbill)”

**INSTALLMENT PAYMENT AGREEMENT  
(Reconciliation Agreement)  
RURAL NORTH VACAVILLE WATER DISTRICT AGREEMENT**

This Installment Payment Agreement (Agreement) is entered into by and between the Rural North Vacaville Water District, a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (District), and (Customer).

**RECITALS**

1. District provides water service to parcels of real property located within its jurisdictional boundaries, including the real property owned by Customer consisting of Solano County Assessor Parcel No. \_\_\_\_\_; address:

\_\_\_\_\_,  
town, \_\_\_\_\_ CA (Property).

2. The District's Ordinances provide for payment of monthly bills for water service.

3. The District's Ordinances further state that if the bill is not paid and becomes delinquent, utility service will be shut off and additional fees will be charged. When service is disconnected due to non-payment of bills, service shall not be resumed until payment of all charges and fees is received.

4. Customer has one utility account with District. The account number is \_\_\_\_\_. Account \_\_\_\_\_ is in delinquent status. As of the date of this agreement, Customer's delinquent amount owed is: \$\_\_\_\_\_.

5. Customer has requested that this delinquent amount be paid in installments.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The parties hereto agree that the correct amount of the delinquency of account \_\_\_\_\_ is \$\_\_\_\_\_.

2. District hereby agrees to waive its right to full and immediate payment of the delinquent utility charges in consideration for which Customer agrees to maintain account \_\_\_\_\_ in current status and to make installment payments to District in a total amount of the balance due specified in Section 4 above by paying the following installment amounts on the following installment dates:

<u>Installment No.</u>	<u>Due Date</u>	<u>Amount Due</u>
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3. **Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the**

**other provisions of this Agreement, Customer agrees that District may, at its option, immediately terminate utility service to the property by giving written notice to Customer. Customer waives any and all other notification procedures and processes.**

4. Should Customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the other provisions of this Agreement, Customer agrees that all delinquent charges shall be immediately due and owing and shall become collectable pursuant to this Agreement.

5. In addition, in event of such default by Customer in performance of its promises specified in this Agreement, District retains all of its remedies to collect such delinquent charges as specified in Government Code Section 61115 as follows: (1) to record a lien against the Property and all other real property owned by Customer in Solano County in the amount of the total balance of the delinquency not paid by Customer as promised in the terms of this Agreement; and (2) the remedy of requesting the County Auditor to place the amount of any delinquent water charges on the Property Tax Rolls prepared with respect to the Property in the next fiscal year following the date of default, in order to collect such delinquent payments by means of the County's property tax collection procedures. The District retains the right to exercise any and all of these remedies either individually or collectively.

Signed G.M. : \_\_\_\_\_ Date: \_\_\_\_\_

Signed Customer: \_\_\_\_\_ Date: \_\_\_\_\_