

**RESOLUTION NO. 16-966**

**A RESOLUTION OF THE JOSHUA BASIN WATER DISTRICT  
BOARD OF DIRECTORS, AMENDING ARTICLE 1.23 OF THE  
DISTRICT'S RULES AND REGULATIONS**

WHEREAS, on May 21, 1997, the Board of Directors of the Joshua Basin Water District adopted Resolution No. 97-572 which rescinded, in their entirety, the District's Rules and Regulations as previously adopted and adopted new Rules and Regulations; and

WHEREAS, on February 5, 2014, the Board of Directors of the Joshua Basin Water District adopted Resolution No. 14-915 which (1) amended, in its entirety, Article I of the District's Rules and Regulations; and (2) added Sections 2.9, 2.10 and 2.11 to Article II of the District's Rules and Regulations;

WHEREAS, the Board of Directors of the Joshua Basin Water District desires to amend Article 1.23 of the District's Rules and Regulations in the form and content attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Joshua Basin Water District that Article 1.23 of the District's Rules and Regulations is hereby amended and adopted in the form and content set forth in Exhibit "A" to this Resolution.

ADOPTED, THIS 5<sup>th</sup> DAY OF OCTOBER, 2016 by the following vote:

President Fuller	<u>AYE</u>
Vice President Luckman	<u>AYE</u>
Director Johnson	<u>AYE</u>
Director Reynolds	<u>NO</u>
Director Unger	<u>AYE</u>

  
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Victoria Fuller, President  
Joshua Basin Water District

  
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Curt Sauer, General Manager/Secretary  
Joshua Basin Water District

## **EXHIBIT B**

### **ARTICLE 1.23 Excessive Water Use Policy**

If the customer calls regarding the high meter reading, Staff will review the account history and discuss water usage, potential leaks, and related matters with the customer in an attempt to determine a cause. If no cause can be found, or the customer or the JBWD requires further explanation, an excessive water use investigation will be initiated.

#### **a) Excessive Water Use Investigation Process**

While an investigation is being conducted, customer is required to pay an amount equal to a typical bill from the same period, the “good faith payment”. Staff will flag the customer account so that no delinquent charges will accrue and no lock-off for non-payment will occur on the account with respect to the amount in question. Other charges must be paid when due.

A thorough investigation into excessive water use includes the following items:

- I. Discussion with Customer - JBWD Staff will have an extensive discussion with customer, pointing out common water usage problems and reasons for high usage, and getting feedback from customer.

If the cause of the high bill cannot be identified to the customer’s satisfaction through discussion, an onsite water survey will be

offered. II. Onsite water survey

JBWD Staff will offer to visit the property, looking at water fixtures and consumption inside and outside of the home and attempt to assist in determining the cause.

If the cause of the high bill cannot be identified to the customer’s satisfaction through the onsite water survey, the JBWD will offer the meter testing as a last resort.

#### **III. Meter testing.**

The JBWD will have the meter tested in accordance with Article 1, including payment of fees.

Information gathered as a result of the review and investigation will be evaluated by the General Manager or a designee in an effort to determine the cause of the excessive water use.

If it is determined during the review or investigation process that there is a meter reading error on the part of the JBWD, the account will be adjusted before the next billing cycle to reflect either the correct meter reading (if applicable) or estimated equivalent usage based on information such as the same billing period from the prior year, JBWD-wide average, or other relevant factors.. The customer will receive a phone call or written confirmation of the adjustment.

If no cause can be determined or if it is determined that the customer is the cause of the excessive water use, a payment plan option, allowing for payment over an extended period suggested six (6) months, maximum 12 months based on amount, may be offered to the customer provided that the customer otherwise qualifies for a payment plan. A payment plan requires a minimum payment of \$50 per month. The customer will be provided the information about the Water Account Assistance Program.

## b) Customer Account Assistance Program (CAAP)

The Customer Account Assistance Program (CAAP) provides a method to request bill reduction for a bill of unknown or accidental origin. The Program was created to assist customers who have experienced extraordinary or unusual circumstances.

The procedure includes the customer's written CAAP application and JBWD investigation. Until the JBWD receives the customer's written application, the bill is due as presented. The application, plus information obtained as a result of the review and investigation, will be forwarded to the General Manager or a designee. While the CAAP application is being reviewed, a good faith payment, equal to the amount of the bill for the same month in the prior year, must be paid by the due date.

The General Manager or a designee shall determine the amount of assistance, if any, based upon review of the information obtained and in accordance with the current policy. No assistance will be considered for excessive water use cases that result from a violation of the JBWD Rules and Regulations.

### **Guidelines for Assistance**

- Account holder must show proof of repair of any leaks before receiving assistance. A Water Survey will be offered to customer to help detect leaks and opportunities for reducing water use. Customer, or representative, must be present at the water survey conducted by a JBWD employee.
- Customers are limited to two (2) CAAP's within a five (5) year period at the same location. A new owner or customer at the same location may be considered for additional assistance.
- Customers must live as their primary residence at property address where assistance is requested and provide proof of residency satisfactory to JBWD, such as property tax homeowner's exemption.
- Assistance is limited to no more than two consecutive monthly billing cycles; assistance is calculated by comparing the difference between the current and the prior year's bills for the month(s) in question. If difference between current and prior year's water bills is greater than \$700.00, the customer is eligible for assistance. If this is a new account with no previous year comparable usage, then an average consumption of all months on the account will be used as the comparator. If this is the first bill for the account, the District-wide average consumption for similar meters, for the same month, will be used to calculate the amount of assistance.
- If the difference is less than \$700.00, the account is not eligible for a CAAP. Assistance in the form of an interest – free payment plan, following existing procedures will be offered.

• If the difference is more than \$700.00, the water bill will be recalculated using the Water Flow Charges for 1.5", 2", and 3" meters. The recalculated bill is the customer's responsibility to pay. The customer may request a payment plan in accordance with existing procedures for the balance.



P.O. BOX 675 • 81750 CHOLLITA ROAD • JOSHUA TREE • CALIFORNIA 92252  
 TELEPHONE (760) 366-8438 FAX (760) 366-9528 E-mail: [customerservice@jbwd.com](mailto:customerservice@jbwd.com)  
[www.jbwd.org](http://www.jbwd.org)

**PAYMENT PLAN/CONTRACT AGREEMENT**

NAME: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PARCEL NUMBER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PAYMENT PLAN BEGINNING BALANCE.....\$ \_\_\_\_\_

DUE DATE	AMOUNT DUE	DATE PAID <small>(Office use only)</small>
	\$ + CURRENT BILL	
	\$ + CURRENT BILL	
	\$ + CURRENT BILL	
	\$ + CURRENT BILL	
	\$ + CURRENT BILL	
	\$ + CURRENT BILL	

**NOTE:** This Payment Plan/Contract Agreement is exclusive of current bill amounts and applies to Past Due amounts only. Therefore, all current bills must be paid upon presentation and are Past Due after twenty (20) days. If payments are not received as agreed, cancellation of the contract will ensue and service may be discontinued.

CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_

DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_



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**CRITERIA TO QUALIFY FOR A PAYMENT PLAN/CONTRACT:**

- ✓ The *current* water bill (one billing cycle) must be at least \$ 300.00 /107 units of water or greater.
- ✓ The minimum monthly contract payment amount allowed is \$50.00 per month.
- ✓ Payment Plans are given only to customers with a good payment history; no more than 2 delinquents, no lock-offs, no returned checks or ACH payments within a two-year period.

- Payment Plan/Contracts Agreements are only for customers who have had a large bill due to a leak or unexplained usage; Not for customers that have accumulated bills over time.
- Payment Plan/Contract Agreements are offered over a six-month duration, but may be given up to 12 months if approved by Management.
- As a courtesy to our excellent paying customers, there is no charge for a payment plan.

**PLEASE READ EACH PARAGRAPH AND INITIAL BELOW:**

I understand that the contract amount in addition to the current bill will be due monthly. The monthly contract will appear on the bill, which will be included in the break-down of charges until payment plan/contract is paid in full.

I understand that I must pay on time as agreed while on the payment plan/contract. Payments must be received in the office no later than the 20<sup>th</sup> of the month, or I will receive a penalty on the full balance.

I understand that if payment has not been received by the 20<sup>th</sup> of the month and it is past the delinquent date, a *one-time* courtesy warning cancellation letter will be mailed out.

I understand that if payment still has not been received two weeks past the due date, the contract will be cancelled. The remaining contract balance will be applied to the account balance and may be subject to lock-off.