



**POLICY TITLE: Customer Payment Arrangements**  
**POLICY NUMBER: 3037**

- 3037.1** Upon request, the General Manager may grant approval of special arrangements to be made for payment of the following fees when hardships meet the standards of SB998:
- 3037.1.1** Regular water service. Only if a hardship, or unique circumstances such as administrative error, can be demonstrated in writing to the General Manager.
  - 3037.1.2** Reasonable payment schedule following receipt of delinquency “disconnection” notice. The past due amount must be paid in full, or an installment payment agreement, not to exceed 12 months (without General Manager approval for a longer term), must be signed and adhered to as described in the agreement included in Attachment A.
- 3037.2** Upon notification that a property is in escrow, District staff will conduct a “final meter read” as close to the final escrow date as possible to prepare and distribute a final bill for water usage to the existing Customer of Record.
- 3037.2.1** The current owner must provide the District with evidence that the account balance will be paid in full as part of the close of escrow.
  - 3037.2.2** It is the responsibility of the new owner to contact the District office to provide account information, including the owner’s name, email address, mailing address and emergency contact information. Water services begin the day following the closing of escrow and costs will be prorated and billed in the subsequent regular billing cycle.



**Attachment A: Customer Payment Agreement**

This Installment Payment Agreement (Agreement) is entered into by and between the Irish Beach Water District (District), and \_\_\_\_\_ (Customer).

1. The District provides water service to parcels of real property located within its jurisdictional boundaries, including the property owned by Customer at (insert site address):  
\_\_\_\_\_, Manchester, CA (Property).
2. District policies provide for payment of bi-monthly bills for water service.
3. District Policy 3036 further states that if the bill is not paid and becomes delinquent, water service to the delinquent property will be disconnected 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. The Customer has \_\_\_ utility account(s) with the District for service to the Property. The account number is \_\_\_\_\_. Account \_\_\_\_\_ is in delinquent status. As of the date of this agreement, the Customer's delinquent amount owed is: \$\_\_\_\_\_.
5. The Customer has requested that this delinquent amount be paid in installments. The District is willing to allow the Customer to pay the delinquent amount over an amortization period so long as Customer agrees to and complies with the terms of this Agreement.

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

1. The parties hereto agree that the correct amount of the delinquency of account \_\_\_\_\_ is \$\_\_\_\_\_.
2. The District hereby agrees to waive its right to full and immediate payment of the delinquent water service charges in consideration for which the Customer agrees to maintain account(s) in current payment status and to make installment payments to the District in a total amount of the balance due specified in Section 4 above.

The Customer agrees to pay to District the installment payments set forth below. There will be no interest charged on the delinquent amount so long as the Customer pays the installment payments in full and otherwise complies with the terms of this Agreement. During the term of this Agreement, in addition to payment of these installments, the Customer shall timely pay in full all ongoing District charges in accordance with the bi-monthly billing statement from District.

Installment Number	Installment Due Date	Installment Amount
1		
2		
3		
4		



5		
6		
7		
8		
9		
10		
11		
12		

3. Should the Customer default in the performance of promise to pay any installment payment as specified in this Agreement, or materially breach any of the other provisions of this Agreement, the Customer agrees that the District may, at its option, immediately terminate water service to the Property by giving 3 days written notice to the Customer placed in a conspicuous location on the Property (usually on or near the front door). The Customer waives all other notification procedures and processes.
4. Should the Customer default in the performance of promises to pay any installment payment as specified in this Agreement, or materially breach any of the other provisions of this Agreement, the Customer agrees that the delinquent amount balance (i.e., the delinquent amount minus any installment payments paid before default) shall be immediately due and owing in full and shall become collectable pursuant to this Agreement and penalties will begin accruing on the delinquent amount balance at the rate of 10% per month in accordance with the terms of District Policy 3036.
5. In addition, in event of such default by the Customer in performance of promises specified in this Agreement, the District retains all its remedies to collect such delinquent charges as specified in Government Code Section 61115 and the District Policy 3036.
6. Customer shall not request further amortization or reduction of any unpaid charges on subsequent bills while paying delinquent charges under this alternative payment arrangement. Customers who fail to comply with any agreed payment arrangement will not be eligible to establish future payment arrangements for a period of 24 months.
7. Customer certifies that it has read and understands the conditions and terms of this Agreement and District Policy 3036 (Customer Water Service Disconnection for Account Delinquency).

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

General Manager \_\_\_\_\_ Date \_\_\_\_\_