

WALNUT PARK MUTUAL WATER COMPANY  
POLICY ON DISCONTINUATION OF  
RESIDENTIAL WATER SERVICE FOR NONPAYMENT

Notwithstanding any other policy or rule, this Policy on Discontinuation of Residential Water Service for Nonpayment ("Policy") shall apply to the discontinuation of residential water service for nonpayment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule, this Policy shall prevail.

I. Application of Policy; Contact Telephone Number:

This Policy shall apply only to residential water service for nonpayment and all existing policies and procedures adopted by the Walnut Park Mutual Water Company ("Company") shall continue to apply to commercial and industrial water service accounts. Further assistance concerning the payment of water bills, and the potential establishment of the alternatives set forth in this Policy to avoid discontinuation of service, can be obtained by calling the Company at (323) 585-7321. In accordance with Health and Safety Code section 116926, this Policy does not apply to the termination of a service connection due to an unauthorized action of a customer.

II. Discontinuation of Residential Water Service for Nonpayment:

A. Rendering and Payment of Bills: Bills for water service will be rendered to each customer on a bi-monthly basis (every other month) unless otherwise provided for in the Company's rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to a late charge if not paid within thirty (30) days from the date of the bill. Accounts with bills that are not paid within sixty (60) days from the date of the bill are subject to discontinuation of service in accordance with the procedures in this Policy. Payment may be made at the Company's office to any representative authorized to make collections or by electronic transmission, if feasible. However, it is the customer's responsibility to assure that payments are received by the Company at the specified location in a timely manner. Partial payments are not authorized unless prior approval has been provided by the Company in writing. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.
2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
3. Billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the Company shall have the right to refuse any payment of such billings in coin.

B. Overdue Bills: The following rules apply to customers whose bills remain unpaid for more than sixty (60) days following the invoice date:

1. Overdue Notice: If payment for a bill rendered is not made on or before the due date stated on the invoice for water service, the Company shall contact the customer by (i) telephone or (ii) written notice, as described in this subsection below, at least seven (7) business days prior to the possible discontinuation of service date (or ten (10) business days if the property is

a property where the property owner or manager is the customer of record and is responsible for payment of the water bill in accordance with Subsection (F) of Section II below) ("Initial Overdue Notice Deadline") discussed with the customer by phone or as stated in the written notice delivered to the customer in accordance with this subsection.

If the Company provides a written notice of overdue payment (the "Overdue Notice"), the Overdue Notice will be mailed to the water service customer by the Initial Overdue Notice Deadline identified in the Overdue Notice. For the purposes of this Policy, the term "business days" shall refer to any days on which the Company's office is open for business. If the customer's address is not the address of the property to which the water service is provided, the Overdue Notice must also be sent to the address of the property served, addressed to "Occupant." The Overdue Notice must contain the following:

- (a) Customer's name and address;
- (b) Amount of delinquency;
- (c) Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
- (d) Description of the process to apply for an extension of time to pay the amount owing (see Section III(D) of this Policy, below);
- (e) Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section IV, below); and
- (f) Description of the procedure by which the customer can request a deferred, amortized, reduced, or alternative payment schedule to avoid disconnection of service (see Section III, below).

Alternatively, or in addition to providing a written Overdue Notice to the customer, the Company may provide notice to the customer of the impending discontinuation of service by telephone by the Initial Overdue Notice Deadline. If the notice required under this subsection is provided by telephone, the Company shall offer to (i) provide the customer with a copy of this Policy in the language requested by the customer and (ii) discuss with the customer the options to divert disconnection (as described in Section III, below) and the procedures for review and appeal of the customer's bill (as described in Section IV, below).

1. Unable to Contact Customer: If the Company is not able to contact the customer by telephone, the Company will also mail a written Overdue Notice to the customer by the Initial Overdue Notice Deadline. If the Company is not able to contact the customer by telephone or through the process of mailing an Overdue Notice (e.g., a mailed Overdue Notice is returned as undeliverable), the Company will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, (i) a "notice of imminent discontinuation of service for nonpayment" and (ii) a copy of this Policy in English and Spanish.
2. Late Charge: A late charge, as specified in the Company's schedule of fees and charges, shall be assessed and added to the outstanding balance on the customer's account if the amount owing on that account is not paid within thirty (30) calendar days of the date of the bill/invoice for services.
3. Turn-Off Deadline: Payment for water service charges must be received in the Company's offices no later than 4:00 p.m. on the date disconnection date either specified over the telephone or in the Overdue Notice required

under Subdivision (B) (1) of Section II of this Policy, above. Postmarks are not acceptable.

4. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for water service or other charges, the Company will consider the account not paid. The Company will attempt to notify the customer in person and leave a notice of termination of water service at the premises. Water service will be disconnected, and a lock will be placed on the customer's meter, if the (i) amount of the returned check and (ii) returned check fee (as determined under the Company's then-current schedule of fees and charges) are not paid in full by the due date specified over the phone and/or in the Overdue Notice required under (B) (1) of Section II, and in no event shall that date be sooner than the sixtieth (60<sup>th</sup>) day after the invoice for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds such as a cashier's check.
5. Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment:
  - (a) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the Company may disconnect said water service and place a lock on the customer's water meter upon at least two (2) calendar days' written notice. The customer's account may only be reinstated by receipt of all outstanding charges, and any applicable late fee or charges that may be due, in the form of cash or certified funds such as a cashier's check. Once the customer's account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the customer.
  - (b) If at any time during the one-year period described above, the customer's account is again disconnected for nonpayment, the Company may require the customer to pay cash or certified funds to have that water service restored.

C. Conditions Prohibiting Discontinuation: Subject to the exception in Section III, below, the Company shall not discontinue residential water service if all of the following conditions<sup>1</sup> are met:

1. Health Conditions – The customer or tenant of the customer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;
2. Financial Inability – The customer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The customer is deemed "financially unable to pay" if any member of

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<sup>1</sup> As set forth in Health and Safety code section 116910(a); however, the "conditions" discussed in this section 116910 have been altered by SB 3's amendments to Health and Safety code section 116906. Following SB 3's amendments to section 116906, that section 116906 provides that a plan for deferred or reduced payments, or an alternative payment schedule, are available to *any* customer *regardless* of whether they meet the *conditions* of subdivision (a) of section 116910.

the customer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>); and

3. Alternative Payment Arrangements – The customer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section III, below.

D. Process for Requesting Information Needed to Determine Type of (i) Deferred or Reduced Payments or (ii) Plan for an Alternative Payment Schedule to Avoid Discontinuation of Service: In order to allow the Company sufficient time to process any request for assistance by a customer, the customer is encouraged to provide the Company with the necessary documentation demonstrating the (i) medical issues under Subdivision (C)(1) this Section II, above; (ii) financial inability under Subdivision (C)(2) (which are necessary for the Company to determine whether the special rules in Subdivision E, below, are applicable); and (iii) willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the Company's General Manager, or his or her designee, shall review that documentation and respond to the customer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the customer of the alternative payment arrangement selected by the Company, and the terms thereof, under Section III, below. If the Company has requested additional information, the customer shall provide that requested information within five (5) calendar days of receipt of the Company's request. Within five (5) calendar days of its receipt of that additional information, the Company shall notify the customer in writing of the alternative payment arrangement selected by the Company, and the terms thereof, under Section III, below.

E. Special Rules Involving Reconnection Fees and Interest for Low Income Customers: Customers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the customer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>). If a customer demonstrates either of those circumstances, then the following apply:

1. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the Company's normal operating hours cannot exceed \$50, and reconnection fees during non-operational hours cannot exceed \$150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning January 1, 2021.
2. Interest Waiver: The Company shall not impose any interest charges on delinquent bills.

F. Landlord-Tenant Scenario: The below procedures apply to individually metered (i) detached single-family dwellings, (ii) multi-unit residential structures, and (iii) mobile home parks

where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. Required Notice:

(a) At least (i) 10 calendar days prior if the property is a multi-unit residential structure or mobile home park or separately metered single-family dwelling, or (ii) 7 calendar days prior if the property is a detached single-family dwelling (which is not separately metered) to the possible discontinuation of water service, the Company must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued, including sending a written Overdue Notice to the property in accordance with this section.

(b) The Overdue Notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision (F) (2), immediately below), without having to pay any of the then delinquent amounts.

2. Tenants/Occupants Becoming Customers:

(a) The Company is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the Company's requirements and rules.

(b) However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the Company's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the Company's requirements, then the Company may make service available only to those tenants/occupants who have met the requirements.

(c) If prior service for a particular length of time is a condition to establish credit with the Company, then residence at the property and proof of prompt payment of rent for that length of time, to the Company's satisfaction, is a satisfactory equivalent.

(d) If a tenant/occupant becomes a customer of the Company and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the Company during the prior payment period.

III. Alternative Payment Arrangements:

Regardless of whether any customer meets the three conditions under Section II(C), above,<sup>2</sup> the Company shall offer the customer one or more of the following alternative payment arrangements, to be selected by the Company in its discretion: (i) amortization of the unpaid balance under Subdivision (A) of this section III, below; (ii) alternative payment schedule under Subdivision (B), below; (iii) partial or full reduction of unpaid balance under Subdivision (C), below; or (iv) temporary deferral of payment under Subdivision (D), below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the customer and taking into consideration the customer's financial situation and Company's payment needs.

A. Amortization: Any customer who is unable to pay for water service within the normal payment period may, if the Company has selected this alternative, enter into an amortization plan on the following terms:

1. Term: The customer shall pay the unpaid balance, with any applicable administrative fee, late fees and charges, and interest specified in Subdivision (A) (2) of this Section III, below, over a period not to exceed six (6) months; provided, however, that the General Manager or his or her designee, in their reasonable discretion, and on a case-by-case basis, may apply an amortization term of longer than six (6) months to avoid undue hardship on the customer. The (i) unpaid balance, along with any applicable (ii) administrative fee; (iii) interest; and (iv) late fees or charges to be applied (as determined by the Company's then-current adopted schedule of rates, charges, and fees), shall be divided by the number of months in the amortization period, and that amount shall be paid each month, *in addition to each amount due under the customer's invoices for their current residential fees and service charges for water service each month*, in accordance with the payment schedule and terms set forth in an "Amortization Agreement" that will be entered into between the customer and the Company.
2. Administrative Fee and Late Charges; Interest: For any approved amortization plan, the customer will be charged (i) an administrative fee, in the amount established by the Company from time to time, representing the cost of initiating and administering the plan; (ii) any applicable late fees and charges; and (iii), at the discretion of the General Manager or his or her designee, and subject to the exception in Subdivision E of Section II of the Policy, above, interest at an annual rate not to exceed eight percent (8%), which shall be applied to any amounts to be amortized under this Subsection A of Section III.
3. Compliance with Plan: The customer must comply with the amortization plan, as set forth in the Amortization Agreement, and remain current as new charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the customer fails to (i) comply with the terms of the amortization plan for sixty (60)

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<sup>2</sup> Health and Safety Code section 116906.

calendar days or more, or (ii) pay the customer's current service charges for sixty (60) calendar days or more, the Company may discontinue water service to the property where the customer receives water service and place a lock on the water meter for the property no sooner than five (5) business days after posting a final notice of its intent to discontinue service.

B. Alternative Payment Schedule: Any customer who is unable to pay for water service within the normal payment period may, if the Company has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

1. Repayment Period: The customer shall pay the unpaid balance, along with all applicable administrative fees, late fees or charges, and interest amounts specified in Subdivision (B) (2) of this Section III, below, over a period not to exceed six (6) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion and on a case-by-case basis, may extend the repayment period for longer than six (6) months to avoid undue hardship on the customer.
2. Administrative Fee and Late Charges; Interest: For any approved alternative payment schedule, the customer will be charged (i) an administrative fee, in the amount established by the Company from time to time, representing the cost of initiating and administering the schedule; (ii) any applicable late fees and charges; and (iii), at the discretion of the General Manager or his or her designee, and subject to the exception in Subdivision E of Section II of the Policy, above, interest at an annual rate not to exceed eight percent (8%), which shall be applied to any amounts to be paid under this Subsection B of Section III.
3. Schedule: After consulting with the customer and considering the customer's financial limitations, the General Manager or his or her designee shall develop an alternative payment schedule to be agreed upon with the customer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, and subject to Subdivision (1) of this Subsection B, above, the unpaid balance, any applicable late fees or charges, the administrative fee, and any allowed interest, shall be paid in full within six (6) months of the establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the customer.
4. Compliance with Plan: The customer must comply with the agreed upon payment schedule and remain current as new charges accrue in each subsequent billing period. The customer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the customer (i) fails to comply with the terms of the agreed upon repayment schedule for sixty (60) calendar days or more; or (ii) fails to pay the customer's current service charges for sixty (60) calendar days or more, the Company may discontinue water service to the property where the customer receives water service and place a lock on the water meter for the property no sooner than five (5) business days after posting a final notice of its intent to discontinue service.

C. Reduction of Unpaid Balance: Any customer who is unable to pay for water service within the normal payment period may, if the Company has selected this alternative, receive a reduction of the unpaid balance owed by the customer, not to exceed thirty percent (30%) of that balance without approval of and action by the Company's Board of Directors; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other customers. The proportion of any reduction shall be determined on a case-by-cases basis based upon the customer's financial need, the Company's financial condition and needs, and the availability of funds to offset the reduction of the customer's unpaid balance.

1. Repayment Period: The customer shall pay the reduced balance by the due date determined by the General Manager or his or her designee, and that date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.
2. Compliance with Reduced Payment Date: The customer must pay the reduced balance on or before the Reduced Payment Date and must remain current in paying in full any charges that accrue in each subsequent billing period. If the customer fails to pay (i) the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or (ii) the customer's current service charges for sixty (60) calendar days or more, the Company may discontinue water service to the property where the customer receives water service and place a lock on the water meter for the property no sooner than five (5) business days after posting a final notice of its intent to discontinue service.

D. Temporary Deferral of Payment: Any customer who is unable to pay for water service within the normal payment period may, if the Company has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The General Manager or his or her designee shall determine, in their sole discretion, how long of a deferral shall be provided to the customer.

1. Repayment Period: The customer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the General Manager or his or her designee. The Deferral Payment Date shall be within six (6) months from the date the unpaid balance became delinquent; provided, however, that the General Manager or his or her designee, in their reasonable discretion and on a case-by-case basis, may establish a Deferred Payment Date beyond that six (6) month period to avoid undue hardship on the customer.
2. Compliance with Reduced Payment Date: The customer must pay the reduced balance on or before the Deferred Payment Date and must remain current in paying in full any charges that accrue in each subsequent billing period. If the customer fails to pay (i) the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or (ii) the customer's current service charges for sixty (60) calendar days or more, the Company may discontinue water service to the property where the customer receives water service and place a lock on the water meter for the property no sooner than five (5) business days after posting a final notice of its intent to discontinue service.



#### IV. Appeals:

The procedure to be used to appeal the amount set forth in any bill for residential water service is set forth in this Section IV below. A customer shall be limited to three (3) unsuccessful appeals in any twelve (12) month period, and, if that limit has been reached, the Company is not required to consider any subsequent appeals commenced by or on behalf of that customer.

A. Initial Appeal: Within ten (10) days of receipt of the bill for water service, the customer has a right to initiate an appeal or review of any bill or charge. Such request must be made in writing and be delivered to the Company's office. For so long as the customer's appeal and any resulting investigation is pending, the Company cannot discontinue water service to the customer.

B. Overdue Notice Appeal: In addition to the appeal rights provided under Subsection A of this Section IV above, any customer who receives notice of an overdue bill via telephone or an Overdue Notice in accordance with Subdivision (B)(1) of Section II above, may request an appeal or review of the bill to which the notice relates at least five business (5) days after receiving notice via telephone or, if an Overdue Notice is sent, the date of the Overdue Notice, if the customer alleges the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under Subsection A, above, has been made. Any appeal or request for review under this Subsection B (an "Overdue Notice Appeal") must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the Company's office within that (5) business days of receiving the overdue notice of delinquency discussed in this Subsection B above. For so long as the customer's appeal and any resulting investigation is pending, the Company cannot discontinue water service to the customer.

C. Appeal Hearing: Following receipt of a request for an appeal or review under Subsections A or B above, a hearing date shall be promptly set before the General Manager, or his or her designee (the "Hearing Officer"). After evaluation of the evidence provided by the customer and the information on file with the Company concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing customer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, the Company will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected on the next regular working day after expiration of that sixty (60) calendar day period; provided that the Company shall provide the customer with the notice of delinquency required under Subdivision (B)(1) of Section II above. Water service will only be restored upon full payment of all outstanding water charges, fees, and any and all applicable reconnection charges.
2. If Water Charges Are Determined to be Correct:
  - (a) If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the customer will be advised of the right to further appeal before the Board of Directors. Any such

appeal must be filed in writing within seven (7) calendar days after the Hearing Officer's decision is rendered if the appeal or review is an initial appeal under Subdivision A above, or within three (3) calendar days if the appeal or review is an Overdue Notice Appeal under Subdivision B of this Section IV above. The appeal hearing will occur at the next regular meeting of the Board of Directors, unless the customer and Company agree to a later date.

- (b) For an initial appeal under Subdivision A of this Section IV, above, if the customer does not timely appeal to the Board of Directors, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the Company shall provide the appealing customer with the notice of delinquency under Section II(B)(1) above and may proceed in potentially discontinuing service to the customer's property.
- (c) For an Overdue Notice Appeal under Subdivision B of this Section IV above, if the customer does not timely appeal to the Board of Directors, then water service to the subject property may be discontinued on written or telephonic notice to the customer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the original sixty (60) calendar day notice period provided via telephone or set forth in the Overdue Notice as required under Section II(B)(1) above; or (ii) the expiration of the appeal period.

3. When a Hearing is Requested:

When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the Company at its office. The customer will be required to personally appear before the Board and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the customer, as well as the information on file with the Company concerning the water charges in question and render a decision as to the accuracy of said charges.

- (a) If the Board finds the water charges in question are incorrect, the customer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected on the next regular working day after expiration of that sixty (60) calendar day period; provided that the Company shall provide the customer with the notice of delinquency required under Section II(B)(1) above. Water service will be restored only after all outstanding water charges, and any and all applicable reconnection charges, are paid in full.
- (b) If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the Company shall provide the notice of

delinquency required under Section II(B)(1) above and may proceed in potentially discontinuing service to the customer's property.

- (c) Any overcharges will be reflected as a credit on the next regular bill to the customer, or refunded directly to the customer, at the sole discretion of the Board of Directors.
- (d) Water service to any customer shall not be discontinued at any time during which the customer's appeal to the Company or its Board of Directors is pending.
- (e) The Board of Director's decision is final and binding.

V. Restoration of Service:

In order to resume or continue service that has been discontinued due to nonpayment, the customer must pay a security deposit and a reconnection fee established by the Company, subject to the limitation set forth in Section II(E)(1) above. The Company will endeavor to make such reconnection as soon as practicable as a convenience to the customer. The Company shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of any applicable reconnection fee.