



**FRAZIER PARK PUBLIC UTILITY DISTRICT**  
4020 PARK DRIVE, P.O. BOX 1525, FRAZIER PARK, CA 93225  
TELEPHONE: 661-245-3734 FAX: 661-245-3472  
[www.frazierparkwater.com](http://www.frazierparkwater.com)



**RESOLUTION BEFORE THE BOARD OF DIRECTORS OF THE  
FRAZIER PARK PUBLIC UTILITY DISTRICT ADOPTING  
BYLAWS AND RULES AND REGULATIONS**

**Adopted at the Regular Meeting, August 13, 2020**

The purpose of these Bylaws and Rules and Regulations is to establish the manner in which the Frazier Park Public Utility District ("District") will provide for economical and efficient distribution and use of water within the District.

The District is duly formed and established, and is operating pursuant to the California Public Utility District Act (Public Utilities Code (PUC) Section 15501 *et seq.*), and hereby adopts by way of this Resolution the Bylaws and Rules and Regulations set forth herein, pursuant to the District's authority under applicable law, including without limitation PUC Sections 16072 and 16461.

**GOVERNANCE**

1. The Board of Directors of the District (the "Board") shall consist of five (5) members who shall be registered voters and reside within the District's boundaries. Directors shall be elected at large for a four (4) year term to be staggered by two (2) years for two (2) Directors (seat #1 and seat #3), or shall be appointed by a majority vote of the Board should a vacancy occur, pursuant to Government Code section 1780. Directors shall serve without salary but shall receive the sum of one hundred dollars (\$100.00) for each duly convened meeting to the extent allowable by current law. Directors may also be reimbursed for expenses incurred as part of FPPUD business, when so authorized by the Board.
2. The Board shall appoint as needed Ad Hoc committee(s) consisting of up to two (2) Board Members. An Ad Hoc is created to research, investigate and report back to the full Board on any topic that requires additional information. Ad Hocs may also be formed for the purpose of covering office duties and staff support if needed and agreed upon in a prior Board Meeting. Directors shall receive a stipend of one hundred dollars (\$100.00) for each duly convened or combined meetings of three (3) hours of the Ad Hoc to the extent allowable by current law.
3. All members of the Board have a responsibility to:
  - a. Attend all Regular and Special Meetings of the Board (unless excused for illness, vacation, or employment responsibilities).
  - b. Take an active part in meetings.
  - c. Serve on at least one committee per term.
  - d. Review Agenda and supporting materials prior to Board and committee meetings.
  - e. Adhere to the District's Conflict of Interest and Ethics Policies, as well as the Brown Act (California Government Code Section 54950 *et seq.*)
  - f. Carry out his/her fiduciary responsibility to the residents of the District.
4. A member of the Board can be recalled pursuant to sections 11000 through 11386 of the California Elections Code.
5. All members of the Board or any employee specifically named shall be bonded for liability purposes. Those members or employees who are authorized with the District's contracted bank to sign checks or conduct other financial business may be required to be bonded at a higher amount.



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6. The positions of President, Vice President, Treasurer and Secretary of the Board of Directors of the FPPUD will be rotated, by seat number, annually at the regular December Board Meeting. A Board Member in office less than six months, who becomes eligible through rotation, must be approved to serve by a majority vote. The positions of President, Vice President, Treasurer and Secretary may be renewed once for one (1) additional year, providing the current Board Member(s) serving is/are nominated for an additional term and the Board agrees by majority vote. The positions of President, Vice President, Treasurer and Secretary are not, for any reason, renewable beyond the two (2) year term limit. The process for rotation of Board Positions will be as prescribed in Resolution #FP-20190214-01. See Addendum A.
7. All bills paid by check against the District shall first be approved by the Board. Checks or drafts of the District must be signed by two (2) Directors listed as signers on the account for amounts totaling under three thousand dollars (\$3,000.00); and any three (3) named Directors' signatures are required for amounts totaling three thousand dollars (\$3,000.00) or more, with the exception of bills paid by credit card, as approved by the Board.
8. When communication with Board Members is necessary via email, and subject to applicable Brown Act limitations, all correspondence shall occur through an email address provided through the District. At no time will personal email accounts be used.
9. The Board of Directors shall meet on the second (2nd) and fourth (4th) Thursdays of each month at 6:00pm, generally at the FPPUD main office or at another location that is duly noticed consistent with the applicable law. The Board may vote to adjust regular meeting dates should they fall on a holiday.
10. During Regular and Special Meetings of the Board, public comments shall be limited to five (5) minutes per speaker. Twice the amount of time shall be allotted to a member of the public who utilizes a translator.
11. The Meetings of the Board of Directors shall generally adjourn at or before 9:00pm, or after three (3) hours if there is an alternate meeting time that is duly noticed consistent with applicable law. When the chair announces the hour, any Board Member can move to postpone the time for adjournment, in order to provide the Board with sufficient time to complete the District's business.
12. A Special Meeting may be called at any time by the President of the District or by a majority of Directors per section 54956 of the Brown Act.
13. The District's powers and purposes include the accumulation, preservation, and distribution of water to property owners within the boundaries of the District and such other actions as authorized by applicable law and/or as authorized by the Board.

**FINANCIAL**

14. The District's revenues shall be derived in a manner consistent with the District's enabling act and other applicable law, and may be from a variety of sources, including charges for water provided to customers, necessary fees and penalties, property taxation, rental properties, periodic grants and loans, as authorized by the Board.
15. All new applicants for water service shall pay the current service connection fee for each new connection to the distribution system. New connection fees collected will be deposited into the Distribution System Emergency Reserve Account ...4383. In addition, all present and future District customers agree to comply with the District's Rules and Regulations.



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16. Any unimproved parcels without water service or improved parcels with service locked off for more than six (6) months shall be assessed a System Stand-By Fee (currently five dollars (\$5.00) per year) per government code section 54984, collected via the Kern County Tax Assessor's Office.
17. The District uses a Metered System for billing. Rates are adjusted upon a proposed vote of Directors and the District conducting a Proposition 218 election. Cost of living increases can be provided for in Proposition 218 majority protest proceedings. The District's billing rates, fees and charges, specifically referenced herein and otherwise, are attached hereto as Addendum B, and as adjusted from time to time pursuant to Proposition 218 majority protest proceedings are available for public review at the District's office during normal business hours, or online at [www.frazierparkwater.com](http://www.frazierparkwater.com).
18. Regardless of water consumption, a base rate for water availability will be charged at the current rate.
19. Property owners, and not lessees or renters, shall bear the full and final responsibility of payment of all water charges on a timely basis. Bills will be sent to the property owner at the address for the applicable property. A property owner wishing for the tenant to receive the water bill from the District at the address for the property must submit a written request to the District in the manner provided in Section 20 below; provided, however, that the District will be under no obligation to accommodate such requests, and will do so to the extent feasible in the District's sole discretion. However, consistent with PUC Section 16469(b), in no event will the District grant a request for water bills to be sent directly to a subsequent tenant if a prior tenant vacated the property leaving any water bill unpaid.
20. Property owners may fill out and sign a "Utility Billing Change of Address and Tenant Name Directive" form allowing a tenant to pay District water bills directly. Incorporating this change does not transfer a property owner's responsibility to pay the water bill and all associated fees and charges should they go unpaid by the named tenant. Both the owner and tenant must present a State Driver License or Identification Card for reproduction, and this form must be signed by both the owner and tenant. This form must be resubmitted for any subsequent tenant should the owner wish the tenant to be billed directly. See Addendum C.
21. Occupants/Tenants have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account, should the water service be subject to suspension due to non-payment. The occupant/tenant must sign and agree to the terms and conditions of service, and verify the customer of record is or was the landlord, manager or agent of the dwelling. Verification may include a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.
22. Bills for water charges are mailed no later than the first business day of each month and payments are due by the twentieth (20th) of each month. Unpaid balances shall become delinquent if not paid by the due date. Further, failure to pay water charges by the due date will result in a late charge. The District may cause the service to be disconnected pursuant to applicable law for any account that is delinquent in an amount of no less than twenty-five dollars (\$25.00). If service is disconnected, the property owner shall pay a reconnection charge, late charge, and any other expenses incurred by the District resulting from the delinquency and related disconnection, prior to service being restored. See Addendums D and E.



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23. In the event a property within the District that is subject to an unpaid bill from the District is transferred, the amount of the unpaid bill together with any applicable late charges, reconnection charges and other expenses shall remain due and payable and shall be collectable by the District against the transferee for said property. Consistent with the foregoing, no water service application by a transferee will be fulfilled if the account for the transferred property remains delinquent.
24. The District reserves the right to have delinquent charges that remain unpaid for a period of six (6) months assessed to the parcel associated with the bill collected via the Kern County Tax Assessor's Office, pursuant to Sections 16469 and 16470 of the PUC. As an alternative, the District reserves the right to record a certificate of unpaid charges with the Kern County Recorder's Office pursuant to Section 16472.1 of the PUC. In either case the delinquent charges shall constitute a lien on the property as provided for in applicable law. When a non-owner occupant has become the customer of record, and the account has been locked off with an account balance delinquent six (6) months or more, the District may elect to use a collections agency to collect the debt. See Addendum F.
25. The District can provide backflow testing for cross connection control devices that are within District boundaries. The fee for each test shall be fifty dollars (\$50.00) per device. If any repairs need to be made, the fee shall be seventy dollars (\$70.00) per hour, plus parts. All fees will be added to the customer's water bill unless paid by check at the time of the test/repairs. All fees collected for backflow testing will be deposited into the Distribution System Emergency Reserve Account ...4383.

**CONDITIONS OF WATER SERVICE**

26. Owners must provide a grant deed, transfer deed, trust deed, or any other deed that proves property ownership, consistent with California law. New property owners must provide this deed within thirty (30) days of the legal change.
27. Any District customer desiring to temporarily halt water service may notify the District to have the service locked off. The District may satisfy this request or not, in its sole discretion. The District will charge a reconnection fee at the current rate when service is reconnected. Furthermore, after seven (7) years, an abandonment/reconnection fee of seven hundred fifty dollars (\$750.00) will be charged and the meter replaced.
28. District staff and/or those others authorized by the District shall have access at all times to all lands and District water distribution facilities within the District for the purpose of conducting District business. Except in cases of emergency or where otherwise considered impractical, the District shall contact property owners prior to entrance onto their property for purposes of conducting the District's business. Nothing herein shall limit the District's use of any District easements for right-of-ways.
29. Without limiting any rights otherwise reserved by or to the District, any person desiring to encroach upon any District property or easement and/or right-of-way with any fence, pipeline or other encroachment shall first apply for and obtain from the District an encroachment permit. Any such encroachment shall be constructed to the District's specifications at the sole expense of the applicant and maintained under supervision of, and to the satisfaction of, the District. Under no circumstance shall any facilities be constructed that prevent access to District facilities for repair of such facilities. Nothing herein shall limit the District's rights and ability to refuse any request for an encroachment.





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30. District personnel will perform all maintenance, repairs, adjustments, turn-ons and lock offs of and to water facilities and services. Unauthorized individuals tampering with District facilities are subject to immediate termination of service and possible criminal and civil sanctions as prescribed by law, including without limitation California Civil Code 1882.1. In addition, they shall be held liable for all damages including all costs of repair and/or discontinued service. Without limiting the foregoing, the District will charge to any person caught vandalizing a District facility a minimum two hundred dollar (\$200.00) cut lock/curb stops/valves and vandalism fee for each occurrence.
31. Any person wasting water by allowing it to run off property boundaries, who plainly and/or needlessly floods or over irrigates any portion of the property or who otherwise disregards the District water conservation policy may be refused the use of water until conditions causing the waste are remedied pursuant to applicable law.
32. Every customer of the District shall be responsible for any and all damages inflicted upon the property of the District, and will be responsible for all costs of repair or replacement if required. All the costs associated therewith will be collected from the customer as with any other fee, rate, or charge imposed by the District.
33. As a condition for water service, the property owner agrees for itself and on behalf of any tenant to indemnify, hold harmless and assume the defense of the District and its officers, agents and employees for any and all loss, damage, liability, claims or cause of action of every nature whatsoever, for damage to or destruction of property, including the District's property or for injury to or death of persons, in any manner arising out of or incidental to the control, carriage, handling, use, disposal or distribution of water once it has passed the District's meter.
34. Nothing contained in these Rules and Regulations shall constitute a waiver by the District or stop the District for asserting any defenses or immunities from liability as provided in law, including, but not limited to, those provided in the Government Claims Act (California Government Code Section 810 *et seq*).
35. All other rules and regulations that are in effect when these bylaws are adopted shall remain in effect until changed by Board action at a duly authorized meeting of the Board.
36. Any rule or regulation set forth herein that is in conflict with any state or county law, ordinance, or regulation governing special districts shall be void. All other rules and regulations shall remain in effect after these rules and regulations are adopted.



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PASSED AND ADOPTED at the Special Meeting of the Board of Directors of the Frazier Park Public Utility District held on the 13th day of August, 2020 by the following vote  
M/S/C: Schoenberg/Garcia

AYES:           5       Directors: Garcia, Gipson, Kelling, Neyman, and Schoenberg  
NOES:           0  
ABSTAIN:       0  
ABSENT:        0

\_\_\_\_\_  
Tiffany Matte, Clerk Of The Board  
FPPUD

\_\_\_\_\_  
Attest: Terry Kelling, Secretary,  
Board of Directors of the FPPUD

SEAL



## Addendum A



### **FRAZIER PARK PUBLIC UTILITY DISTRICT**

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**BEFORE THE BOARD OF DIRECTORS OF THE  
FRAZIER PARK PUBLIC UTILITY DISTRICT  
RESOLUTION NO. FP-20190214-01  
IN THE MATTER OF:  
ANNUAL ROTATION OF BOARD POSITIONS**

WHEREAS, due to the need to restate the procedure for rotation of the position of President of the Board of Directors of the Frazier Park Public Utility District ("District") as prescribed in Resolution #500, and to add the procedure for rotation of the positions of Vice President, Treasurer, and Secretary of the Board of Directors of the District; and

WHEREAS, there is need to add this procedure to the Bylaws and Rules and Regulations of the District, the following Motion was introduced by Director Neyman:

LET IT BE RESOLVED, that the positions of President, Vice President, Treasurer and Secretary of the Board of Directors of the District will be rotated, by seat number, annually at the regular December Board Meeting.

RESOLVED, that a Board Member in office less than six (6) months, who becomes eligible for these positions through rotation, must be approved to serve as President, Vice President, Treasurer or Secretary of the Board of Directors of the District, by a majority vote.

RESOLVED, that the position(s) of President, Vice President, Treasurer and/or Secretary of the Board of Directors of the District may be renewed once for one (1) additional year, bringing the maximum term to two (2) calendar years total, providing the current Board Member(s) serving is/are nominated for an additional term and the Board agrees by majority vote.

RESOLVED, that the positions of President, Vice President, Treasurer and Secretary of the Board of Directors of the District are not, for any reason, renewable beyond the two (2) year term limit.

RESOLVED, that after completion of a one (1) or two (2) year term in the position of President, Vice President, Treasurer, or Secretary of the Board of Directors of the District, a period of one (1) calendar year must pass before becoming eligible to serve in the position again.

RESOLVED, that if the holder of the position of President, Vice President, Treasurer or Secretary of the Board of Directors of the District terminates or resigns from this position for any reason, rotation by seat number will stand, unless the position is declined. If the eligible Board Member declines the vacated position, the next seat in rotation becomes eligible. This rotation continues until a Board Member agrees to serve or is appointed. The period of time remaining, between assumption of the position of President, Vice President, Treasurer or Secretary of the Board of Directors of the District until the next December election, shall constitute one (1) full term.

LASTLY RESOLVED, that this Resolution (FP-20190214-01) revokes all previous Resolutions passed and adopted by the FPPUD Board regarding the rotation of Board positions, effective February 14, 2019.



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**RESOLUTION NO. FP-20190214-01 Continued**

PASSED AND ADOPTED at the Regular Meeting of the Board of Directors of the Frazier Park Public Utility District held on the 14th day of February, 2019 by the following vote M/S/C: Neyman/Schoenberg

AYES:	5	Directors: Garcia, Gipson, Kelling, Neyman and Schoenberg
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

  
 \_\_\_\_\_  
 Tiffany Matte, Clerk of the Board  
 FPPUD

  
 \_\_\_\_\_  
 Attest: Lisa Schoenberg, Secretary  
 Board of Directors of the FPPUD

SEAL



# Addendum B

## Frazier Park Public Utility District

List of Rates and Fees  
Approved by the board effective 04/01/2020

<u>Monthly Base Rate Service Charge</u>		<u>New Connection Fee</u>
<b>Residential</b>		
¾" meter	\$66.55	\$8,000
1" meter	\$111.32	\$9,000
<b>Business</b>		
1" meter	\$111.32	\$10,000
1 ½" meter	\$221.43	\$11,000
2" meter	\$354.53	\$12,000
3" meter	\$701.80	\$13,000
4" meter	\$1101.10	\$13,000
6" meter	\$2216.72	\$14,000

**Water Consumption Fee** \$2.36 per 100 Cubic Feet of water (\$3.15 per 1,000 Gallons of water)

**Late Charge** 10% of amount billed at first of the month

<b>Returned Check Fee</b>	\$35.00
<b>Ownership Transfer Fee</b>	\$50.00
<b>48-hour Notice Posting Fee</b>	\$25.00
<b>Owner-Tenant Reconnection Request Fee</b>	\$100.00
<b>Reconnect for Non-Payment Fee</b>	\$15.00
<b>Service Update from ¾" to 1"</b>	\$1000.00
<b>In Office Credit Card Fee</b>	\$1.50
<b>Online Credit Card Fee</b>	1% plus \$.80
<b>Automated Phone Line Credit Card Fee</b>	1% plus \$.80

### Additional Maintenance Fees

*Convenience fee during regular business hours: 8am -- 5pm, Monday -- Thursday:*

**Turn on water** \$20.00

**Turn off water** \$20.00

*Convenience fee after hours and weekend:*

**Turn on water** \$100.00

**Turn off water** \$100.00

**3 Days Activation and Lock Off (locked off accounts):** \$100.00

**Abandonment / Reconnection Fee:** \$750.00

**Emergency Shut Off** - to avoid further damage to personal property (any time) - No Charge

**Will Serve Application Deposit** \$200.00 (if entire New Connection Fee is paid within six months from date of application, the deposit will be deducted from the Connection Fee.)

**Prior unpaid bills** are attached to the address and potential buyers should check with the FPPUD District for outstanding balances.

**Cutting of locks/curb stops/valves and vandalism** will result in a fee of \$200.00 each occurrence (Minutes of October 12, 2004) per California Penal Code 498 (stealing water) and/or 594 (vandalism)

**Stand by Fee** of \$5 per parcel per year, collected via Kern County Tax Assessor's Office, for any unimproved properties without service or property with service locked off for more than 6 months.

*-Per government code section 54984*



# Addendum C



## FRAZIER PARK PUBLIC UTILITY DISTRICT

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www.frazierparkwater.com

### Utility Billing Change of Address and Tenant Name Directive

To FPPUD Board of Directors and FPPUD Facility Manager:

I, \_\_\_\_\_, owner of the property located at \_\_\_\_\_, Frazier Park, California, hereby direct you to incorporate the following water utility billing change:

Tenant's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Owner's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

By incorporating this change I acknowledge and agree to the fact that this Directive does not transfer my responsibility to pay the water bill and all associated fees and charges should they go unpaid by my tenant. Furthermore, any and all unpaid water charges shall be collected by the FPPUD via the Kern County Auditor-Controller as an assessment to my property. This policy is consistent with the current Bylaws and Rules and Regulations in place established by the FPPUD Board of Directors.

I also acknowledge that my tenant is aware and is in agreement with this change and that I, not the FPPUD nor its staff, will be solely responsible to provide the FPPUD with updated change of address/change of name information, and that I will handle all landlord/tenant conflicts which may arise by the incorporation of this directive.

***I also agree that I and my tenant are aware and agree that: 1) The water bill is due on the 20th of each month for water consumed the month prior; 2) The water bill is deemed to be late if payment is received on or after the 21st of each month and will be assessed a 10% late charge as noted on the bill; 3) A notice of imminent discontinuation will be placed at the service address should the account become at least 60 days past due from the bill date, and a \$25.00 fee will be added to your account for posting the notice; 4) A Service Reconnection Fee will be added to the bill if service is suspended; 5) This policy will always adhere to the current Bylaws and Rules and Regulations established by the Frazier Park Public Utility District's Board of Directors.***

My signature below acknowledges and agrees to the terms and conditions noted above (a notarized signature will be required if both owner and tenant are not present together at the FPPUD office to sign this form and provide a valid California Driver's License).

\_\_\_\_\_  
Legal Property Owner's Signature      Date

\_\_\_\_\_  
Tenant's Signature      Date

\_\_\_\_\_  
Owner's CDL # (copy to be attached)

\_\_\_\_\_  
Tenant's CDL # (copy to be attached)

Do you want to cancel your online account?     Yes     No     N/A

\_\_\_\_\_  
Approved by Jonnie Allison, General Manager

March 2020



## Addendum D



### **FRAZIER PARK PUBLIC UTILITY DISTRICT**

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Revised November 14, 2019

### **District Policy Regarding a Late Charge for Delinquent Accounts**

The Frazier Park Public Utility District (District) provides water service to individually metered residences and businesses within the District boundaries. Bills are mailed no later than the first day of the month, for the previous month. Payment is due no later than 5:00 pm on the 20th of every month. If payment is not received by the due date, the account becomes delinquent and a late fee of 10% of the amount billed is assessed, or 10% of the total amount due if the account balance is less than the amount billed. No late charge will be assessed on delinquent amounts of \$10.00 or less. Should the due date (20th of the month) fall on a day the District office is closed, the bill will not be considered delinquent until 10:00am, the first day the office reopens, following the due date.

A handwritten signature in blue ink that reads "Terry Kelling".

Terry Kelling, President  
FPPUD Board of Directors



## Addendum E



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**EFFECTIVE APRIL 1, 2020**

### **FRAZIER PARK PUBLIC UTILITY DISTRICT POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT**

Notwithstanding any other policy or rule, this Policy on Discontinuation of Residential Water Service for Non-Payment (the "Policy") shall apply to the discontinuation of residential water service (the "Service") for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule of the Frazier Park Public Utility District (the "District"), this Policy shall prevail.

**I. Application of Policy; Contact Telephone Number:** This Policy shall apply only to discontinuation of residential water service only, and all other existing policies and procedures regarding delinquent payments shall continue to apply to residential, 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 (661) 245-3734.

**II. Discontinuation of Residential Water Service for Non-Payment:**

**A. Rendering and Payment of Bills:** Bills for Service will be rendered to each residential customer on a monthly basis unless otherwise provided for in the District's rate schedules. Bills for service are due and payable upon presentation and become overdue for purposes of the Service becoming subject to discontinuation if not paid within sixty (60) days from the date of the bill. The District's other policies, rules and regulations pertaining to delinquent payments for Service remain in full force and effect to the extent they do not conflict with this Policy.

Payment may be made at the District's principal office, to any District representative authorized to make collections or by electronic transmission if authorized by the District. However, it is the customer's responsibility to ensure that the District receives payment in a timely manner. Partial payments are not authorized unless the District has granted prior written approval. 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 District reserves the right to refuse any payment of such billings in coin.

B. Overdue Bills: The following rules for discontinuation of Service shall apply to consumers 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 forty-fifth (45<sup>th</sup>) day following the invoice date, a notice of discontinuation for overdue payment (the "Discontinuation Notice") will be mailed to the customer at least seven (7) business days prior to the possible discontinuation of Service date identified in the Discontinuation Notice. If the customer's address is not the address of the property to which the Service is provided, the Discontinuation Notice must also be sent to the address of the property served, addressed to "Occupant." The Discontinuation 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), 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 (see Section III, below).

The District may alternatively provide notice to the customer of the impending discontinuation by telephone, in which case the District shall provide all of the information that is to be contained in a written notice, and shall offer to provide the customer with a copy of this Policy. The District shall keep a record of the conversation in the customer's file, and said conversation shall be considered a Discontinuation Notice with the same force and effect of the written notice described above.

2. Telephone Reminder. The District may from time to time remind the customer of the delinquency and impending discontinuation by way of an automated telephone message that will supplement, but will not replace, the written notice described above.



3. Unable to Contact Consumer: If the District is not able to contact the customer by written notice or by telephone, the District will undertake good faith efforts to visit the residence and leave, or make other arrangements to place in a conspicuous location, a Suspension Notice and a copy of this Policy.

4. Suspension Deadline: District must receive payment for water Service no later than 5:00 p.m. on the date specified in the Suspension Notice. Postmarks are not acceptable.

5. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for Service or other charges, the District will consider the account not paid. The District will attempt to notify the customer in person and leave a notice of termination of Service at the premises. Service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Discontinuation Notice; or if a Discontinuation Notice has not been previously provided, no 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.

6. 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 District may disconnect said water service upon at least three (3) calendar days' written notice. The customer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the customer's account has been reinstated, the account will be in probationary status for a one-year period.

b) If at any time during the one year period described above, the customer's Service is again disconnected for nonpayment, the District will require the customer to remit payment in full in order for the Service to be restored, in addition to any deposit the District may require in its reasonable discretion.

C. Conditions Prohibiting Discontinuation: The District shall not discontinue Service if all of the following conditions are met:

1. Health Conditions – The customer or tenant of the customer submits certification of a primary care provider attesting that discontinuation of 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 Service within the District’s normal billing cycle. The customer is deemed “financially unable to pay” if any member of 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 Determination of Conditions Prohibiting Discontinuation of Service: The burden of proving compliance with the conditions described in Subdivision (C), above, is on the customer. In order to provide the District sufficient time to process any request for assistance by a customer, the customer should provide the District with documentation sufficient to demonstrate the existence of medical issues described in Subdivision (C)(1), financial inability in Subdivision (C)(2), and willingness to enter into any alternative payment arrangement described Subdivision (C)(3) as far in advance of any proposed date for discontinuation of Service as possible. Upon receipt of such documentation, the District’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, and terms thereof, under Section III, below, to which the District is willing to agree. If the District requests additional information the customer shall provide that requested information within five (5) calendar days of receipt of the District’s request. Within five (5) calendar days of District’s receipt of said information, the District shall either notify the customer in writing that the customer does not meet the conditions under Subdivision (C), above, or notify the customer in writing of the alternative payment arrangement, and terms thereof, under Section III, below. Customers who fail to meet the conditions described in Subdivision (C), above, must pay the delinquent amount, including any penalties and other charges, owing to the District within the latter to occur of: (i) two (2) business days after the date of notification from the District of the District’s determination conditions are not satisfied; or (ii) the date of the impending Service discontinuation, as specified in the Discontinuation Notice.

E. Special Rules for Low Income Customers: The following shall apply to Customers who are deemed financially unable to pay pursuant to Subdivision (C)(2) above:

1. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the District'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 District shall not impose any interest charges on delinquent bills.

F. Landlord-Tenant: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and 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 10 calendar days prior if the property is a multi-unit residential structure or mobile home park, or 7 calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the District must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.
  - b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the then delinquent amounts.
2. Tenants/Occupants Becoming Customers:
  - a. The District 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 District'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 District's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the District's requirements, then the District 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 District, then residence at the property and proof of prompt payment of rent for that length of time, to the District's satisfaction, is a satisfactory equivalent.

d. If a tenant/occupant becomes a customer of the District 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 District during the prior payment period.

**III. Alternative Payment Arrangements:** For any customer who satisfies any of the conditions under Section II(C), above, in accordance with the process set forth in Section II(D), above, the District shall offer the customer one or more of the following alternative payment arrangements, to be selected by the District in its discretion. 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. Any customer who is unable to pay for Service within the normal payment period and meets any of the conditions under Section II(C), above, may, if the District so chooses, enter into an agreement with the District for one of the following alternatives:

A. Amortization:

1. Term: The customer shall pay the unpaid balance, together with interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee. The unpaid balance, together with the applicable interest to be applied, shall be divided by the number of months in the amortization period and that amount shall be added each month to the customer's ongoing monthly bills for Service.

2. Interest: At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this Subsection A.

3. Compliance with Plan: The customer must comply with the amortization plan and remain current as 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 comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the District may discontinue water service to the customer's property at least five (5) business days after posting at the customer's residence a final notice of its intent to discontinue service.

B. Alternative Payment Schedule:

1. Repayment Period: The customer shall pay the unpaid balance, with interest as specified in Subdivision (2) below, over a period not to exceed twelve (12) 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, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the customer.

2. Interest: At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be paid under this Subsection B.

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. The 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 or less frequently than monthly, provided that in either case, the unpaid balance and interest shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be signed by the customer.

4. Compliance with Plan: The customer must comply with the agreed upon payment schedule and remain current as 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. If the customer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the District may discontinue Service to the customer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

C. Reduction of Unpaid Balance:

1. The District may agree to a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the 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 by the consumer's financial need, the Supplier's financial condition and needs and the availability of funds to offset the reduction of the consumer's unpaid balance.



2. Repayment Period: The customer shall pay the reduced balance by the due date determined by the General Manager or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

3. 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 the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the District may discontinue Service to the customer's property at least five (5) business days after posting at the customer's residence a final notice of its intent to discontinue service.

D. Temporary Deferral of Payment:

The District may, in its discretion, agree to deferring payment on an unpaid balance for a period of up to twelve (12) months after the payment is due.

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 twelve (12) months from the date the unpaid balance became delinquent.

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 the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the customer's current service charges for sixty (60) calendar days or more, the District may discontinue Service to the customer's property at least five (5) business days after posting at the consumer's residence 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 Service is set forth 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 District is not required to consider any subsequent appeals.

A. Initial Appeal: Within ten (10) days of receipt of the bill for Service, the customer has a right to request a review of any bill or charge. Such request must be made in writing and be delivered to the District's office. For so long as the customer's appeal and any resulting review is pending, the District may not discontinue Service to the consumer.

B. Discontinuation Notice Review: In addition to the appeal rights provided under Subsection A, above, any customer who receives an Discontinuation Notice may request an appeal or review of the bill to which the Discontinuation Notice relates at least five (5) business days after the date of the Discontinuation 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 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 District's office within that five (5) business day period. For so long as the customer's appeal and any resulting investigation is pending, the District may not discontinue Service to the consumer.

C. General Manager Review: The General Manager shall endeavor to resolve a request for review under Subdivisions (A) and (B) and render a decision as to the accuracy of water charges above and shall issue written findings to the customer within ten (10) days.

1. If water charges are determined to be incorrect, the District shall 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, Service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the customer with the Discontinuation Notice in accordance with Section II(B)(1), above. Service will only be restored upon full payment of all outstanding water charges, fees, and any and all applicable reconnection charges.

2. (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 Board's decision is rendered.

(b) For an initial appeal under Subdivision A, above, if the customer does not timely appeal to the Board of Directors in the manner set forth herein, 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 District shall issue the Discontinuation Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing Service to the customer's property.

(c) For a Discontinuation Notice appeal under Subdivision B, above, if the customer does not timely appeal to the Board of Directors in the manner set forth herein, then 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 set forth in the Discontinuation Notice; or (ii) the expiration of the appeal period.

- D. Appeal Hearing: If resolution pursuant to the process set forth above is not satisfactory to the customer, the customer may request a hearing before the Board of Directors.

A request for a hearing before the Board of Directors shall be made in writing and delivered to the District 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 District concerning the water charges in question, and render a decision as to the accuracy of said charges.

1. 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, Service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the customer with the Discontinuation Notice in accordance with Section II(B)(1), above. Service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

2. 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 District shall issue a Discontinuation Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing Service to the customer's property.

3. 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.

4. Service to any consumer shall not be discontinued at any time during which the consumer's appeal to the District or its Board of Directors is pending.

5. The Board's decision is final.

V. **Restoration of Service:** In order to resume or continue Service that has been discontinued due to non-payment, the customer must pay a security deposit, if applicable, and a Reconnection Fee established by the District subject to the limitation set forth in Section II(E)(1) above. The District will make such reconnection as soon as practicable but in any event no later than the end of the next regular working day following the customer's request and payment of any applicable Reconnection Fee.



Brahma Neyman, Board Vice President  
FPPUD Board of Directors

Seal



## Addendum F



**FRAZIER PARK PUBLIC UTILITY DISTRICT**

4020 PARK DRIVE, P.O. BOX 1525, FRAZIER PARK, CA 93225

TELEPHONE: 661-245-3734 FAX: 661-245-3472

[www.frazierparkwater.com](http://www.frazierparkwater.com)

March 26, 2020

### **District Policy and Procedure Regarding Customer Accounts Delinquent Six (6) Months or More**

The Frazier Park Public Utility District (District) provides water service to individually metered residences and businesses within the district boundaries. When a customer account has been locked off with an account balance delinquent 6 months or more, the Clerk of the Board files annually to have the amount collected through the Kern County Tax Assessor's Office, Fund 42623. When a non-owner occupant has become the customer of record, and the account has been locked off with an account balance delinquent 6 months or more, the District may elect to use a collections agency to collect the debt. The Billing Clerk indicates through the RVS billing system that those amounts are Bad Debt. This removes the outstanding balance from the account and applies it to Bad Debt expense. The Bad Debt expense is included on the monthly RVS Systems Report. The RVS Systems Report is submitted to the Bookkeeper monthly. This report will now include the Bad Debt Expense entry reported to Kern County or assigned to a collections agency. Payments received from Kern County Fund 42623 or the collections agency will be recorded in the General Ledger.

A handwritten signature in black ink, appearing to read "Brahma Neyman", written over a horizontal line.

Brahma Neyman, Vice President  
FPPUD Board of Directors