



HEATHER GLEN COMMUNITY SERVICES DISTRICT

Special Meeting Agenda - 11/06/2025

November 6, 2025 at 4:00 PM

Applegate Civic Center

18014 Applegate Road

Applegate, CA 95703

- I. MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE
- II. APPROVAL OF MINUTES
 - A. **Review & Approval of Minutes** of Meeting for September 25th*
- III. NEW BUSINESS
 - A. **CC&Rs Review and Discussion** - Charlie Williams
 - B. **Sierra Mountain Internet (SMI) Partnership Plan Proposal** - Marc Krupin
 - C. **Policy Amendments** - Cherly Madden
 1. **Collections Policy***: Collections & Payment Plan Agreement
 2. **Finance Mgmt Policy**: Infrastructure Expenditures - pending SMI Partnership Plan Proposal
- IV. ADJOURNMENT

The next Regular Meeting of the HGCS D Board will be held on Thursday, December 4, 2025 at 4PM. Meeting to be held at the Applegate Civic Center.

**Previous meeting Minutes, District Policies, and meeting materials are available for public review on hgcsd.net.*

Heather Glen Community Services District

PO Box 715

Applegate, CA 95703

Email: HeatherGlenCSD@gmail.com

Phone: (530) 492-0577

Website: <https://hgcsd.net/>



Amendment to Water Service & Collections Policy – Debt Collections Process & Payment Plan Agreement

Section 5200.5.1 Payment Plans: See detailed procedures under **Section 5100.9**.

Section 5100.9 – Payment Plan Agreements

5100.9.1 Purpose:

To establish a structured process for resolving delinquent account balances through payment plans initiated by either the customer or the District, ensuring fair and consistent treatment for all customers while maintaining the financial integrity of the District.

5100.9.2 Eligibility:

A Payment Plan may be established under the following conditions:

- The account has an outstanding balance of **\$100 or more**;
- The customer has not defaulted on a Payment Plan within the past twelve (12) months; and
- No active appeal or pending legal action exists for the same balance.

A Payment Plan may be **requested by either the customer or the District** when doing so is determined to be a reasonable method of resolving the account delinquency and maintaining continuous water service.

5100.9.3 Issuance and Execution of Agreement:

1. Upon approval, the **District will prepare a written Payment Plan Agreement** specifying:
 - The total account balance,
 - The monthly installment amount,
 - The total duration of the plan (not to exceed twelve [12] months),
 - The start and end dates, and
 - All applicable terms and conditions.



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2. The District will mail or electronically deliver the Payment Plan Agreement to the customer.
 3. The **customer must sign and return the original signed agreement** to the District **within five (5) business days** of receipt, unless a different timeframe is formally agreed to in writing.
 4. Failure to return the signed agreement within the required timeframe will void the offer, and the account will remain subject to standard delinquency and collection procedures.
-

5100.9.4 Payment Terms:

- The **outstanding balance will be divided into equal monthly installments** over a period **not to exceed twelve (12) months**.
 - Each installment will be **automatically added to the customer's regular monthly bill**.
 - **No late fees or interest** will be applied to the outstanding balance while the Payment Plan remains active and in good standing.
 - The customer must pay all new monthly charges in addition to the installment amount each month.
-

5100.9.5 Breach or Termination of Agreement:

If a customer fails to make payments as agreed, the District will determine that the customer is **in breach of the Payment Plan Agreement** and **no longer working in good faith to resolve the account balance**. A breach occurs when:

- Two (2) consecutive payments are missed;
- Any payment is more than ten (10) days late; or
- Current monthly service charges are not paid.

Upon breach:

- The Payment Plan Agreement will be **terminated**;
 - **Late fees and penalties will resume** on all unpaid balances; and
 - The District will initiate the **collections process** in accordance with Section 5100.10, which may include service disconnection, lien placement, and/or referral to collections.
-



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5100.9.6 Modification or Extension:

The District may, at its discretion, approve a one-time modification or extension of the Payment Plan term, not to exceed an additional six (6) months, when the customer demonstrates continued financial hardship and good-faith effort to comply with the agreement.

Any modification must be documented in writing and signed by both parties.

5100.9.7 Recordkeeping:

All executed Payment Plan Agreements, including related correspondence, modifications, and compliance history, shall be maintained in the customer's account file for a minimum of three (3) years after plan completion, termination, or default.

Section 5100.10 – Debt Collection and Recovery Process

5100.10.1 Purpose:

To establish consistent and flexible procedures for the recovery of unpaid water service debts, ensuring compliance with applicable law and fairness in the District's enforcement practices.

5100.10.2 Definition of Delinquent Debt:

An account is deemed a **Delinquent Debt** when:

- It remains unpaid for more than ninety (90) days after the due date, and
 - No active Payment Plan, appeal, or hardship arrangement is in effect.
-

5100.10.3 Collection Authority and Options:

The District reserves the right to employ **any or all** of the following collection actions, in any order deemed appropriate, to recover outstanding balances:

a. Final Demand Notice:

A formal written notice providing thirty (30) days to remit full payment or make arrangements before further enforcement action.



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b. Payment Plan Option:

The District may offer or re-offer a Payment Plan under Section 5100.9 if mutually beneficial and consistent with District policy.

c. Collection Agency Referral:

Referral to a licensed collection agency for recovery of unpaid debts. The customer shall be responsible for any associated agency or administrative fees.

d. Property Lien:

Recording of a lien against the serviced property pursuant to Section 5100.5.3. Liens remain in effect until all balances and costs are paid in full.

e. Small Claims or Civil Action:

The District may pursue recovery through Small Claims or Superior Court.

f. Tax Roll Placement (if applicable):

With Board approval, the District may place severely delinquent debts on the County property tax roll for collection in accordance with state law.

g. Credit Reporting:

The District may report unpaid balances to credit reporting agencies as permitted by law.

5100.10.4 Cost Recovery:

All administrative costs, legal fees, lien filing fees, court costs, and collection agency charges incurred by the District in the recovery process shall be added to the customer's outstanding balance and are fully recoverable by the District.

5100.10.5 Write-Offs:

The Board may authorize write-off of accounts receivable when all collection actions available under this policy have been exhausted, and where further efforts are deemed economically or practically infeasible. In so doing:

- Write-off is for internal accounting and does *not* automatically release the debtor from liability unless explicitly stated.
- If the debt is more than **ten (10) years** delinquent, the Board may consider it for write-off, provided the District has documented:

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1. The account was delinquent and remained so for the period;
 2. All notices (delinquency, shut-off, lien, collection agency referral) were properly made;
 3. The statute of limitations for initiating legal action has run or the District has assessed that legal action is not viable;
 4. No viable lien or other collection remedy remains.
- Approval of the Board must include a finding that collection is no longer prudent or cost-effective.
 - Even if written off, the District retains the right to resume collection (including service restriction, lien, or tax roll placement) if the debtor later engages with the District.
-

Integration Note

This amendment shall be added to the **Heather Glen Community Services District Water Service & Collections Policy** as:

- **Section 5100.9 – Payment Plan Agreements**
- **Section 5100.10 – Debt Collection and Recovery Process**

Subsequent sections shall be renumbered as necessary.

For administrative purposes, the Board acknowledges that the existing *Water Service & Collections Policy* (formerly Policy No. 5100) has been renumbered to **Policy No. 5200** for current policy series alignment. This renumbering does not affect the substance of the policy except as amended above.



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If amendment is approved, the **Water Service & Collections Policy** will be renumbered and read as follows:

POLICY TITLE: Water Service & Collections Policy

POLICY NUMBER: 5200

UPDATE & CONSOLIDATION ADOPTED BY BOARD OF DIRECTORS: 11/06/25

This policy supersedes all prior standalone policies related to water service, billing, delinquency, and enforcement; including Water Service Rules & Regulations (approved May 12, 1993, June 3, 1996, December 3, 2020), Payment Collections Policy (approved March 23, 2023, June 1, 2023), and Water Service & Collections Policy (approved June 26, 2025).

Adopted 11/06/25, replacing former Policy No. 5100. Renumbered to 5200 for current policy series alignment.

5200.1 – Application for Water Service

5200.1.1 Purpose: To establish procedures for applying for water service within the District and to ensure accurate account setup and infrastructure compatibility.

5200.1.2 Application Requirement: An application for water service must be submitted by the property owner, tenant, or authorized representative. Applications are required in the following circumstances:

- New construction or development
- Change in ownership, tenancy, or occupancy
- Re-establishment of service at a previously inactive location

5200.1.3 Approval Process: Approval of water service is contingent upon:

- District review and final authorization
- Payment of all applicable fees

5200.1.4 New Service Line Connection: A one-time fee of \$15,000 is required for the installation of a new water service line. This fee must be paid at the time of application. This fee applies only if a new water line is being created and connected. It does not apply to activating an existing water service line.

5200.1.5 Existing Service Lines: If an existing water line is in place, no new line connection fee is required. However, a new application is still mandatory for any change in service account holder.



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5200.2 – Water Meter Access, Reading, & Management

5200.2.1 Meter Installation: Water meters will be installed by District personnel following application approval. Customers may not install, remove, tamper with, or otherwise alter meters or District-owned equipment.

5200.2.2 Meter Accessibility: All water meters must remain **unobstructed and accessible** at all times to District staff for purposes of:

- Monthly meter readings
- Inspections
- Maintenance or replacement

Failure to provide access may result in administrative penalties.

5200.2.3 Missed Meter Readings & Default Usage Charges: If a meter is inaccessible during the monthly reading period, the District will:

- Apply a default usage charge, determined at the discretion of the District based on average or estimated consumption
- Flag the account for follow-up meter access

5200.2.4 Adjustments Based on Future Readings: If the next successful meter reading reflects lower actual usage than previously estimated, the customer will receive a billing credit equal to the difference.

5200.3 – Fees, Billing & Account Status

5200.3.1 Monthly Billing: All active water accounts will be billed monthly. Each bill includes:

- A base service charge for raw water (PCWA)
- A base maintenance fee for the Water Treatment Plant
- A consumption-based charge based on units used

5200.3.2 Billing Schedule

- Bills are generated by the 10th of each month



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- Payments are **due by the 10th** of the following month
- A bill is **issued regardless of service activity** as long as the account remains open and active

5200.3.3 Late Payments & Penalties: Payments not received by the 10th will be considered **delinquent** and subject to:

- A **10% monthly late fee** based on the outstanding balance
- A penalty after 60 days
- Additional legal fees and interest charges if the account becomes severely delinquent or subject to lien

5200.3.4 Shut Off & Restoration Charges

- A **\$100 Shut Off Administration Fee** will apply when water service is disconnected for non-payment
- A **\$100 Reconnection Fee** will be applied to restore service

5200.3.5 Payment Methods: All payments must be submitted using one of the following approved methods:

- **Electronic payment** through an authorized online system (if available)
- **Bank check or money order**, payable to *Heather Glen Community Services District*

Payments may be mailed to the District's official mailing address or deposited in the designated community dropbox.

- Cash payments are not accepted under any circumstances
- District field personnel are not authorized to collect or handle payments

5200.3.6 Contact Information:

Mailing Address:

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P.O. Box 715
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Email: HeatherGlenCSD@gmail.com

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5200.4 – Delinquency Management & Enforcement

5100.4.1 Delinquency Notices Timeline: Water accounts become delinquent if unpaid for 60 days or more. The following timeline applies:

Timeline	Action
60 Days Delinquent	First Notice: Letter mailed providing 14-Day Notice requesting payment or meter access appointment and indicating that your water service may be shut off without taking the required steps towards account resolution.
7 Days Before Shut Off	Second Notice: Orange door hanger posted
2 Days Before Shut Off	Final Notice: Red door hanger posted and curb box marked

If no payment or access arrangement is made by the end of the notice period, water service will be disconnected.

5200.4.2 Shut Off Procedure

- Service is shut off without further notice
- Customer must pay entire delinquent amount, plus late fees, legal costs, and shut off / reconnection charges
- A written agreement or payment plan may be offered in cases of hardship

5200.4.3 Reconnection: Water service will be restored only upon:

- Full payment of all outstanding charges
- Completion of required forms
- Reconnection during business hours (Monday–Friday, 8:00 AM – 5:00 PM, excluding holidays)

5200.5 – Payment Plans, Appeals, & Legal Enforcement

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5200.5.1 Payment Plans: See detailed procedures under **Section 5100.9**.

5200.5.2 Appeals: A customer may appeal a pending shut off by submitting a **written request for a Special Meeting with the District board** at least **20 days prior** to the scheduled disconnection date. The Board of Directors will:

- Schedule a Special Board meeting
- Issue a decision within **10 business days** of the meeting

5200.5.3 Liens and Legal Fees

- Liens may be recorded on properties with seriously delinquent accounts
- **Customers will be responsible for all attorney fees, lien revision fees, and court filing costs**
- These fees will be added to the outstanding balance

5200.6 – Termination of Accounts at Sale or Transfer

5200.6.1 Property Sale Requirements: Water service accounts must be closed upon sale of the property. The seller must:

- Notify the District of the change
- Schedule a final meter reading and account closure
- Pay all outstanding balances and liens

The buyer must apply for service under their name to avoid service interruption (new service fees may apply).

5200.7 – Water Waste, Tampering, & Violations

5200.7.1 Water Waste: Excessive or negligent use of water may trigger discontinuation of service. Upon written notice, if the wasteful practice continues for five (5) days, service may be shut off until remedied.

5200.7.2 Tampering with District Property

- Unauthorized access, opening of valves, or turning water back on is strictly prohibited
- Offenders will be:
 - Subject to **immediate shut off**



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- **Fined \$1,000 per incident**
- Referred for **legal prosecution**

5200.8 – District Rights and Customer Obligations

5200.8.1 District Access: District staff have legal right of **ingress and egress** to customer property for:

- Meter readings
- Repairs and inspections
- Infrastructure maintenance

5200.8.2 Customer Responsibility: Customers are responsible for:

- Maintaining plumbing beyond the point of District connection
- Protecting the meter from obstructions or damage
- Reporting water leaks or service issues promptly

5200.9 – Payment Plan Agreements

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- Approval of the Board must include a finding that collection is no longer prudent or cost-effective.
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HGCSD Payment Plan Agreement

PLEASE READ CAREFULLY: Before returning this form, please:

1. **Fill in all the blanks** on this form.
2. **Write clearly and neatly** so the District can read your information.
3. **Sign your name** where indicated.
4. Mail the original signed form (with your handwritten signature) to the District at:
PO Box 715, Applegate, CA 95703
within 5 business days after you receive this agreement.
5. Please keep a copy for your records before **mailing the original to the District.**

Customer Name: _____
Service Address: _____
Account Name: _____
Phone Number: _____
Email: _____

Date of Agreement: ____/____/____

1. Account Balance

As of the date above, the total outstanding balance on your account is: \$ _____

A detailed statement showing how this balance was calculated is included with this agreement for your review and records.

2. Payment Plan Terms

To bring your account current, you agree to pay an additional fixed amount each month, as follows:

- **Additional Monthly Payment:** \$ _____
 - **Number of Months:** 12
 - **Start Date:** ____/____/____
 - **End Date:** ____/____/____
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This additional amount will be automatically added to your regular monthly invoice for the next 12 months. Each month, your invoice will include:

- (a) Your current monthly water/sewer service charges, **plus**
 - (b) The agreed additional payment listed above.
-

3. Interest and Fees

No interest will be added to your outstanding balance.

No additional late fees will be applied **as long as** monthly payments are made on time according to this agreement.

4. Missed or Stopped Payments

If you fail to make your monthly payments as agreed:

- The District will consider this as ending your participation in this payment plan.
 - Your account will be subject to the District's regular **collections process**, which may include **water service disconnection** and **referral to collections** in accordance with District policies.
-

5. Agreement Acknowledgment

By signing below, you acknowledge and agree to the terms of this payment plan, including the total account balance, monthly additional payment amount, and conditions described above.

Customer Signature: _____

Date: ____/____/____

District Representative: _____

Title: _____

Date: ____/____/____