

Tim Kersten
20359 Marquette St.
Burney, Calif. 96013 takdds@juno.com

BURNEY WATER DISTRICT
Board of Directors/District Manager
20222 Hudson St.
Burney, CA 96013

03/15/23

**NOTICE OF APPEAL/REVIEW/WITHDRAWAL OF NOTICE
OF TERMINATION OF SERVICE SEND TO E-MAIL ABOVE
PLEASE DELIVER THIS ORIGINAL (SIGNED) DOCUMENT TO THE DISTRICT
MANAGER AND COPIES TO EACH INDIVIDUAL BOARD MEMBER
Limited statutory liability may be voidable for a service corporation, Burney Water District.**

I received in the general delivery mail a **WATER AND SEWER – DISCONNECT NOTICE dated 02/22/2023** regarding 20359 Marquette St., Account number 04554-01 stating: **THE MINIMUM PAYMENT OF: 193.27 MUST BE RECEIVED IN THIS OFFICE NO LATER THAN 4:30 PM ON 03/22/2023 OR SERVICE WILL BE DISCONNECTED.** Then at 11:35 am on 3/15/23 there was placed a “door-hanger” “Notice Given by Office” of a “Shut Off for non-Payment on 3/17/23. Neither “Notice” was SIGNED, failing to specifically identify the authorizing and responsible party issuing said commercial claim containing the threat of FORCE known to endanger the health and safety of ALL living at this location.

It is apparent under the “[MIS]management” of Zevely, the “office” is out of ORDER, clearly demonstrated through its inconsistent Notice dates, actions and procedures. Zevely, who must reasonably “sign-off” on such Notices, not only fails to ensure legally sufficient and proper SERVICE OF NOTICE but is incapable of insuring coordination in establishing the date-certain to terminate service that would directly and adversely damage the health and safety of customers.

Zevely, within prior written communications, was informed our son, Victor, who lives full-time at this address (20359 Marquette St.) was on Medi-Cal. Additionally:

(1) I, Timothy Kersten, certify I am both a health-care professional and the primary care provider for Victor, and “that disconnection of residential service will be life-threatening to or poses a serious threat to the health and safety of [this and all] resident[s]”;

(2) I, state, the household’s annual income is less than 200 percent of the federal poverty level, AND, that Victor is a current recipient of Cal Fresh and on Medi-Cal;

(3) This customer has repeatedly sought resolution to the **DISPUTED** billing and requested an up-to-date reconciled bill (See 9/23/22 letter). Customer continues to “demand” any documented evidence demonstrating a legally binding obligation for claimed/assessed “Pool Maintenance” and “Late Fees”, and Zevely refuses to provide such. This bad-faith obfuscation prevents any verifiable and equitable “alternative payment arrangement”, aside from blindly submitting to the force and coercion of threats of termination of service essential to the health and safety of ALL occupants
What if, upon a FULL reconciliation and examination on the accounts (which to date have

been deliberately and willfully denied – Zevely even summarily denied a meaningful hearing while obstructing evidence to afford a defense against claims) it is determined that District after all excessive pool and late fees are adjusted off may actually owe this customer “X” amount and that all Notices of termination of Service amount to nothing but harassment through force.

Zevely appears to continue to willfully advance an ongoing and likely unlawful ploy by the District to benefit from unjust enrichment and/or fraud unauthorized by “law”. Again, reference the 9/23/22 letter, in addressing the above-mentioned ongoing ploy/deception which VIOLATES and BETRAYS the voters’ assent to authorize “no more than \$1.00 every five years...” **IF AND ONLY IF** (controlling condition precedent to a \$1.00 increase) **FOLLOWING A DETERMINATION BY** the Burney Water District’s resident oversight committee that there is no excess in the reserve account and an increase of one (\$1.00) after a five (5) year period is permitted by law.

Basic procedural logic dictates the Board SHALL, prior to approval of a proposed increase in “pool-maintenance tax/fees”, provide, pursuant to law, documented evidence of BOTH the EXISTENCE by names and District account numbers of the resident oversight committee members as well as a copy of the SIGNED (ink-swiped) and DATED DETERMINATION that THERE IS NO EXCESS IN THE RESERVE ACCOUNT. Absent such objective documentation ANY purported Board approval of a “pool-fee” increase is a nullity, if not FRAUD! Presently, it appears EACH customer is OVER-CHARGED \$33.00 per year on pool fees alone (see footnote 1 letter 9/23/22). As an example, when such fraud is perpetrated on a 1000 customers (1000 X \$33.00 = \$33,000) over a 17-year period (date initiative allegedly passed) the amount is more than sufficient to ensure ongoing corruption.

Zevely has refused to provide any evidence that THERE IS NO EXCESS IN THE [POOL] RESERVE ACCOUNT and/or cited any previous or current Board Meeting records/transcripts expressly addressing such condition precedent to ANY increase of “pool fees”.

It is difficult to ignore that all of these defects in SERVICE OF PROCESS, obfuscation of relevant facts, denial of a meaningful appeal hearing (Account 08530-01) could indicate anything other than Zevely’s intent to pre-meditatively implement a selective and invidious “agenda” to cause loss, injury and harm.

In good-faith, as of this date, \$60.00 will be placed on “account” pending resolution/reconciliation of this account (04554-01).

Your reciprocation of “Good-faith” is reasonably indicated,

Tim Kersten

Attachment (1): NOTICE OF ACTION - MEDICAL APPROVAL

PS --- Bringing new depth of meaning to “STUCK-ON-STUPID” OR UNRELENTING INCOMPETENCE. REVIEW LETTER DATED 12/09/22.

A “48 hour Notice” door-hanger (inconsistent with the Notice dates received via USPS mail) was left on the unoccupied building 20484 Marquette St.. Previously addressed in 12/09/22 letter that proper NOTICE is not effected when a more reliable means of service is known to be available, ie. our 40+ years established home address and equally well-established land-line phone number and an e-mail that appears on all prior as well as this correspondence. The facts appearing in #s 2 & 3 above are true as to income levels (as this unoccupied building may be annexed into the totality of the “household”) and (3) the described efforts to resolve DISPUTED account 08430-01. Again, as a good faith gesture \$40.00 will be placed on account 08430-01. Your actions will speak for themselves—and will hold consequences--some perhaps unforeseen.

Personal Service By J.A. Kersten
3/15/23 approx 3:50 pm



**NOTICE OF ACTION
MEDI-CAL APPROVAL**

NOTICE DATE:	February 04, 2023
CASE NAME:	VICTOR KERSTEN
CALHEERS CASE NUMBER:	5191859939
SAWS CASE NUMBER:	2067061
WORKER NAME:	Unit Fifteen Caseload One
WORKER ID:	45LS011501
TELEPHONE NUMBER:	(877) 652-0731
CUSTOMER ID:	

VICTOR S KERSTEN
20359 MARQUETTE ST
BURNEY, CA 96013-4327

Dear VICTOR S KERSTEN,
We have reviewed your eligibility for health coverage.
We used the information you gave us and state and
federal data to make this decision.

As of 03/01/2023, your Medi-Cal benefits have been
renewed.

VICTOR S KERSTEN

The following message explains eligibility for **VICTOR S
KERSTEN**.

Your Medi-Cal is renewed for the next year.
We checked to see if you can still get Medi-Cal. We
must check once a year. We also check when there is a

State Hearing: If you think this action is wrong, you can ask
for a hearing. The back page tells you how. Your benefits
may not be changed if you ask for a hearing before this
action takes place. You have only 90 days to ask for a
hearing. The 90 days started the day after the county sent
you this notice.

We counted your household size and income to make
our decision. For Medi-Cal:

- Your household size is 1.
- Your monthly household income is \$0.00.

The monthly Medi-Cal income limit for your household
size is \$1,564.00. Your income is below this limit, so
you qualify for Medi-Cal.

WSP Code Section 14005.37; Title 42 CFR Section