



City of North Liberty

Utility Service Policy

Effective January 1, 2015

SECTION 1

APPLICATION FOR SERVICE

Applicants for service may apply by contacting the Utility Department office either by phone at (319)626-5700 or in person at City Hall. The City of North Liberty shall supply service to the applicant in accordance with this policy and at a rate schedule as established by the City Council. Applications for service should be made 48 hours before the applicant takes possession of or lease begins on the property.

In order for the application to be complete, the applicant must provide, in addition to the above:

- Full name of primary account holder
- First and last name of other adult occupants
- Social Security Number, or valid driver's license
- Telephone Number
- Employer and Business Telephone Number

All billings, notice and other correspondence will be addressed to the primary account holder. In the event an unpaid account is turned over for collection, the account will be turned over under the primary account holder's name.

Administration Fee

All new billing account applications shall pay a nonrefundable application fee of \$30.00 that will be collected when the application is made for utility service.

Customer Deposits

A deposit intended to guarantee payment of bills for service may be required from either an existing account holder or new customers. A person other than the customer may pay the deposit.

Credit Criteria for Initial Service Deposits

A deposit may be required of an applicant if any of the following criteria exists:

- Primary account holder's past payment history with the City of North Liberty is unsatisfactory, either as a primary account holder or occupant at a previous address.
- Payment history of any occupant listed on the account is unsatisfactory.
- Payment history of primary applicant in another community is unsatisfactory or not long enough to establish a good payment history.
- Incomplete application.
- No Social Security or driver's license number is provided.

The amount of the initial service deposit for residential customers will be \$160.00. The deposit can be paid with \$100.00 due at application and the balance paid over three months with the utility bill. The deposit can be waived with a current, positive credit history of 12 months and

authorization for auto deduction of bill amounts on a monthly basis from a bank account. A \$30.00 administration fee is charged to all new applicants regardless of the waiver of the deposit. This amount is due at the time of application.

Commercial deposits will be charged a utility deposit of three times the monthly usage of similar business type in the city.

Criteria for Additional Deposits

A new or additional deposit may be required, upon 48 hours written notice, of a current customer whose initial deposit has been refunded or is found to be inadequate. The amount of a new or additional customer deposit will be no more than the actual or estimated maximum charge for two months service in the last 12 month period. Criteria for requiring a new or additional deposit are:

- Customer has received two disconnect notices, two NSF checks, two ACH reject notices or any combination in the last 12 month period.
- Diversion of services or fraud.

Interest on Deposits

No interest will be paid on deposits held.

Deposit Refunds

A deposit may be refunded after 18 consecutive months of prompt payment,. This time may be extended if the City has reason to believe that continued retention of the deposit is required to insure payment for future billings for services. The records of a customer not eligible for a deposit refund on the first deposit refund anniversary date will be reviewed monthly until eighteen consecutive months of payments have been received. The deposit is credited to the customer's account. Upon termination of service, the deposit will be reimbursed to the account holder, unless the deposit was paid by an agency, in which case the agency would receive the refund.

Unclaimed Deposits

Deposits remaining unclaimed after termination of service will be transferred to the State Treasurer in accordance with Chapter 556.11, Code of Iowa.

SECTION 2

BILLING INFORMATION

Customers shall be billed on a monthly basis according to the appropriate rate schedule on the first day of the month.

Billing Form

The following information will be included on the billing form:

- The actual or estimated meter readings at the beginning and end of the billing period.
- The date of the meter reading.
- The due date.

- The balance owed including penalty if not paid before the due date.

Bill Payment Terms

Billings will be due and payable on the 20th of each month and will be considered past due after the 21st of each month. . A bill is considered submitted for payment when deposited in the U.S. Mail with postage prepaid or sent by electronic mail. A late payment charge of 10% of the unpaid balance will be assessed on all past due accounts. Each account will be granted at least one forgiveness of a late payment charge in a calendar year.

Bills shall be paid by mail, by direct payment at City Hall, by phone via a credit card transaction, by ACH through a bank or credit union, by depositing the payment in a designated receptacle at City Hall or the Fire Department, or online through the bill payment portal with a credit card.

Failure to receive a bill, late notice in the mail or by electronic mail or a disconnect notice hung on the account holder's address shall not entitle the customer relief from penalties for late payment.

Returned Checks and Automatic Clearing House (ACH) Rejects

A service charge shall be assessed to any customer whose check is returned unpaid by ACH payment, or check that was rejected by the bank on which it was drawn. The service charge shall be in addition to the late payment penalty if the ACH or check is not made good and the service fee not paid prior to the delinquent date of the bill. If the account was in delinquent status at the time of receiving the payment, and the ACH or check was to avoid disruption of service, upon receiving the item back from the bank, the city will discontinue service without further notice.

Payment Agreement

A residential customer about to be disconnected who is unable to pay the delinquent bill in full may be offered an opportunity to enter into a reasonable agreement to pay that bill unless the customer is in default upon a prior agreement and not eligible for another payment agreement. The City may consider prior defaults on similar agreements in determining the reasonableness of a payment agreement.

The City may require the customer to provide confirmation of financial difficulty such as an acknowledgement from the Department of Human Services or another agency. Reasonableness is determined by considering the current household income of the customer, the customer's ability to pay, the size of the bill, the customer's payment history, the amount of time and the reasons why the bill has been outstanding and any special circumstances creating extreme hardships within the household. The agreement may require the customer to bring the account to a current status by paying specific amounts at scheduled times. The City may offer customers the option of spreading payments evenly over up to a twelve month period. A longer term of repayment could be negotiated in extraordinary circumstances. All payments must be made in compliance with the agreement to avoid disconnection. If the payment arrangement is being

made with a tenant in a rental property, the landlord should be notified of the arrangement unless the landlord has applied for lien exemption from delinquent water services.

If the City intends to refuse a payment agreement offered by a customer, it must provide a written explanation to the customer within 30 days of mailing of the initial disconnect notice.

Minimum Bill

The minimum bill provided in the rate schedule will apply to any billing period during which the service remains connected.

SECTION 3

BILLING INFORMATION

Billing Schedule

Bills will be mailed on the first day of each month. Bills are due and payable on the 20th of the month. Late payment penalties of 10% are added on the 21st of each month to all outstanding past due balances. On the 25th day of the month, past due notices are mailed to accounts with past due balances. The past due balance must be paid by the 13th of the following month to avoid disconnection. Disconnect notices are hung on all properties that have failed to pay the past due balance or enter into a payment agreement with the City on the 14th. Disconnect notices require payment by the close of business on the 15th. Accounts on the disconnect list with outstanding balances on the 16th will be disconnected for nonpayment. If the 13th falls on a weekend or a holiday, disconnect notices will be hung on Tuesday or the next working day after a holiday with the remainder of the process following the timeline above.

Disconnection or Denial of Service for Reasons other than Non-Payment or Deposit – Customer Initiated (Voluntary)

The City reserves the right to refuse or disconnect service for any of the reasons listed below subject to provisions of this section and other provisions of these service rules. Unless otherwise stated, the customer shall be given written notice prior to disconnection of service.

Temporary Disconnects & Reconnects (Voluntary)

The City may, upon reasonable notice by a customer, make temporary disconnects for the customer's convenience. A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for an extended period of time. There shall be a thirty-five dollar (\$35.00) fee collected for shutting the water off at the curb valve. During a period when service is temporarily discontinued as provided herein, there shall be no minimum service charge. The City will not drain pipes or pull meters for temporary vacancies. Only the City may reconnect the water service and will do so within a minimum of forty-eight (48) hours notice from the property owner.

Permanent Disconnections (Voluntary)

A customer requesting permanent disconnection shall provide a minimum notice time to the City of one business day. With proper notification, no charges shall be made for permanent disconnections.

Procedures for Discontinuance for Non-Payment

Service Discontinuance Notice. Bills not paid before the City provides a door hanger notice of discontinuance of service to the customer, will be assessed a fifteen dollar (\$15.00) late charge penalty. The bill plus applicable penalties must be paid in full to avoid discontinuance of service.

Water service to delinquent customers shall be discontinued in accordance with the following:

(Code of Iowa, Sec. 384.84)

1. The Utility Billing Clerk shall notify each delinquent customer that service will be discontinued if payment of the combined service account, including late payment charges, is not received by the date specified in the notice of delinquency. Such notice shall be sent by ordinary mail or hand-delivered to the customer in whose name the delinquent charges were incurred and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance.

2. Notice to Landlords. If the customer is a tenant, and if the owner or landlord of the property or premises has made a written request for notice, the notice of delinquency shall also be provided to the owner or landlord.

3. Hearing. If a hearing is requested by noon of the day preceding the shutoff, the City Administrator shall conduct an informal hearing and shall make a determination as to whether the disconnection is justified. In any case where the customer can demonstrate exigent circumstances resulting in the inability to make immediate and full payment of the bill and applicable penalties, the City Administrator has the discretion to allow water service to continue if the customer agrees to a payment plan and any other conditions set by the City Administrator. The customer must make arrangements to have the hearing as soon as the past due notice is received in the mail.

4. Fee. A fee of thirty-five dollars (\$35.00) shall be charged before service is restored to a delinquent customer. This fee and all other disconnect fees shall be paid in full before water service is restored to the property. No fee shall be charged for the usual or customary trips in the regular changes in occupancies of property.

Avoiding Disconnection – Residential Customers Financial Difficulty

A residential customer may avoid disconnection by paying his or her bill in full or by providing confirmation of financial difficulty and entering into a formal payment arrangement. Payment arrangements should be initiated no less than five business days before the disconnect date.

In general, failure to comply with a payment arrangement will subject the customer to immediate disconnection.

Postponement of Discontinuance for Reasons of Customer's Health

Discontinuance of service to a residential customer shall be postponed if the discontinuance presents a danger to the health of the customer or any permanent resident of the premises. A danger to health is indicated if one appears to be seriously impaired and may, because of mental or physical problems, be unable to manage their own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from

others. Indicators of a danger to health include serious illness and any other factual circumstances which indicate a severe or hazardous health situation.

At the request of the City, the customer shall provide a verification of the danger to health by a physician or a public health official. The verification shall include the name of the person endangered, a statement that he or she is a resident of the premises in question, the name, business address and telephone number of the certifying party, the nature of the health danger and approximately how long the danger will continue. Initial verification by the verifying party may be by telephone if written verification is forwarded to the City within five days.

If the applicant is a tenant and the landlord has not submitted a non-liability statement for the account, the landlord should be informed of the payment arrangement. Circumstances of the arrangement, including the medical issue, should not be discussed with the landlord.

Verification shall postpone disconnection for 30 days; however, the postponement may be extended by renewal verification. In the event service is terminated within 14 days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. The customer must enter into a formal agreement for the payment of the unpaid balance of the account within the first thirty days and keep the current amount paid during the period the unpaid balance is to be paid.

Utility Bill Relief Policy – Sewer Portion Only

The City has a sewer fee adjustment policy. The Water Department will assist customers in processing the request for assistance and evaluating such request for approval.

The Assistant City Administrator and Water Superintendent review high sewer claims and approve such based on the following criteria:

- Upon notification of the high usage bill the resident should have the issue investigated by a licensed plumber.
- If the account is more than twelve months old, the monthly high usage has to be 50% more than the average use of the last 12 months or if the account is less than 12 months, the high usage has to be more than 50% more than the industry standards.
- Request form returned to City Hall within 15 days after a leak investigation is performed by the customer's plumber or 30 days after the date of the high bill, whichever occurs first.
- Provide proof that any malfunctioning plumbing fixture that caused the high usage has been repaired (repair bill or statement defining problem and confirming repair).
- One claim per account per address can be submitted over the lifetime of the account.

Relief will not be awarded if:

- Account holder does not possess a valid occupancy permit.

- Water was knowingly used by customer, i.e. water sod, gardening, filling swimming pool(s), washing vehicles, etc.
- Claims are filed after deadline outlined above.
- Proof of repair is not submitted.

Method of calculation of approved relief:

If excess water DID NOT flow into the City's wastewater treatment system:

$$\text{Relief} = (\text{Excess sewer charges minus average sewer usage}) \times 100\%$$

If excess water DID flow into the City's wastewater treatment system:

$$\text{Relief} = (\text{Excess sewer charges minus average sewer usage}) \times 50\%$$

SECTION 4

SERVICE CALLS

The Water Department strives to provide same day service for our customers, and immediate response for emergency calls.

Service calls are complimentary during normal working hours, 7:00am to 3:30pm, Monday to Friday. Service personnel will not be dispatched after hours unless the property owner authorizes the overtime charge (45.00 per hour), with the exception of situations deemed to be emergencies by the Water Superintendent.

SECTION 5

CUSTOMER SERVICE

City utility staff are available for routine business calls Monday to Friday 7:00 am. – 4:00 p.m. at 626-5700. Emergency 24/7 calls can be made to: 341-6986.

**NORTH LIBERTY UTILITY
PAYMENT AGREEMENT APPLICATION**



Customer's Name: _____

Account No.: _____ Phone Number: _____

Service Address: _____

Disconnect date: _____ Amount Owed: _____

Reason(s) and any special circumstances relating to past due status:

Household size: _____ Household monthly income: _____

My signature attests that the above reported information is true and accurate.

Customer Signature

Date

Customer Signature

Date



NORTH LIBERTY UTILITY PAYMENT AGREEMENT

Customer's Name: _____

Account No.: _____ Phone Number: _____

Service Address: _____

WHEREAS, on the above date, the undersigned is (are) indebted to City of North Liberty in the sum of \$_____, this amount representing a delinquent utility bill; and

WHEREAS, City of North Liberty has agreed to continue utility service to the undersigned who agree(s) to pay said indebtedness and the current amount of each new monthly bill.

NOW THEREFORE, in consideration of the premises, the undersigned acknowledges that he (she) (they) owe(s) and hereby promise(s) to pay as follows: _____

Additionally, the undersigned agree(s) that:

- (1) If in default of the above arrangements, a disconnect notice will be delivered, with a \$35.00 administrative delivery fee assessed to the customer, and service will be subject to disconnection. Reconnection may require payment of additional fees.
- (2) If in default of payment agreements more than two (2) times in a six (6) month period, no further payment agreements will be allowed.
- (3) If requested by City of North Liberty, to provide confirmation of financial difficulty from the Department of Social Services or from such other sources as may be requested by City of North Liberty.

City of North Liberty

Customer Signature

Date
CITY OF NORTH LIBERTY
3 Quail Creek Circle
P.O. Box 77
North Liberty, IA 52317
319/626-5700