

RESOLUTION NO. 258-17

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CALDWELL UTILITY BILLING POLICY AS RECOMMENDED BY THE UTILITY BILLING DEPARTMENT.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts the Caldwell Utility Billing Policy hereto as set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 6th day of November, 2017.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of November, 2017.

Approved

By


Garret L. Nancolas, Mayor

ATTEST:

By


City Clerk



CALDWELL UTILITY BILLING POLICY

(Water, Sewer, Street lights, Sanitation)

Billing a non-owner occupant (**TENANT**) IS PERMITTED BY THIS POLICY. Property Owner (**OWNER**) is responsible for all utility billings assessed to the property regardless of the party initiating the service

Section 1 Sign-up (Initiation) Procedures

1. Initiation of service can be made in person at the Water Department Office Located at City Hall or by Web www.cityofcaldwell.org. Either a social security or driver's license number will be required before initiation of residential service. Similarly, a tax identification number will be required for initiation of a commercial account.
2. Service will be done before 4pm for walk in customers. Website service will be 24 hr turn around. holidays and weekends excluded.
3. A (non-refundable) new account fee in the amount of \$15.00 set by Council Resolution will be charged on the first monthly water bill.
4. Caldwell Water Department shall prepare and mail billings to BILLING address provided at the time of initiation of service. Failure to receive a billing, regardless of the cause, shall not constitute a waiver by the City of Caldwell to receive amounts for services or penalties owing.
5. Each billing is billed and mailed out on the 1st of the month and due by the 21st. If payment has not been made by the next billing date, a billing statement (with delinquency noted) shall be mailed to the BILLING address. If payment has not been made by delinquency date, the tenth (10) of the following month, a late fee of \$15.00 for residential or \$20.00 for commercial accounts (set by Council Resolution) shall be applied and all provisions of the shutoff policy (defined in current fee resolutions) shall apply.
6. OWNER OR TENANT may not initiate or reinstate service without satisfaction of all outstanding billings.

Section 2 Deposits

1. A property OWNER will be excused from paying a deposit only if they are recorded as owner with county records.
2. All **TENANT** accounts are required to provide a conditionally refundable \$100.00 deposit at the time of initiation of service. The deposit amount may be adjusted by Council Resolution. Deposit's will stay on the **TENANT** account until either the customer or city closes the account.
3. Deposit arrangements will be allowed under the condition the deposit is paid in full within thirty (30) days of initiation of service.
4. Any person or entity with a history of non-payment or delinquent payments to the City of Caldwell or any department thereof, regardless of time, may be refused service or may be required to pay double the deposit amount, at the option of the city. In all instances, the delinquency(ies) must be brought current, including penalties, collection costs and interest before service can be initiated or reinstated.

5. Dumpster deposits may be required based on amounts set by Council Resolution and in accordance with policies proposed by the contract waste hauler and adopted by Council Resolution.
6. At the closing of an account, the deposit shall be applied to the balance owing and any amount remaining may be refunded or applied to any outstanding balance the customer may owe.

Section 3 Non-Owner Occupied Property

1. A **TENANT** may not initiate service without satisfaction of all outstanding billings and without a signed Property Owner/Agent Agreement form by the owner, or its duly constituted agent, acknowledging responsibility for all billings.
2. Either **OWNER** or **TENANT** may terminate service to the property under the following conditions:
 - A. **TENANT** may terminate service if they were the party initiating service and the party being billed.
 - B. **OWNER** may terminate services only if the delinquent balance exceeds the deposit, and as long as a Property Owner/Agent Agreement form is on file with the City of Caldwell.
3. When a **TENANT** account is closed and balances exceed the deposit a notice shall be mailed to the **OWNER** informing them of the balance.
4. If account balance has not been paid within 60 days of account closure, services may be stopped to the property. Services may not be reinstated until the balance has been satisfied.
5. Assessments of all balances including **TENANT** and **OWNER** will be provided to title company or Bank at time of property sale or foreclosure.

Section 4 Owner Occupied Property

1. **OWNER** may not initiate or reinstate service without satisfaction of all outstanding billings.
2. Deposit will be waived to the **OWNER** as long as they are recorded as owner of the property with the county records.
3. At the time of property sale or foreclosure the city will provide notice of all account balances including **TENANT** and **OWNER** accounts to title company or Bank.

Section 5 Delinquent Accounts

1. All delinquent accounts will be charged a "late fee" in an amount established by Council Resolution and entered in the shut-off register. All current and delinquent amounts must be paid before service to the property will be restored.
2. Arrangements for late payments may be made by water department staff or the Water Board. Water Board meets every Wednesday at 9:00 a.m. at City Hall.
 - A. **OWNER** may request two (2) weeks past the 10th up to the 24th of the month and must have six (6) months good payment history. After **OWNER** has acquired the history only three (3) arrangements will be allowed in a twelve (12) month period

- B. **TENANT** may request one (1) week past the 10th up to the 17th of the month and must have six (6) months good payment history. After **TENANT** has acquired the history only three (3) arrangements will be allowed in a twelve (12) month period. In the event a **TENANT** requests an arrangement further than allowed, written approval of **OWNER** is required.

Failure to meet a deadline of an arrangement, will be considered a broken arrangement, service shall be terminated, and a "late fee" shall be assessed. Three (3) broken arrangements in a twelve (12) month period will prohibit further arrangements on the account for the next twelve (12) months. All arrangements outside these guidelines must be approved by Water Board.

3. The city will not accept responsibility for damage to property and equipment for inconvenience or for loss of opportunity resulting from discontinuation of service in compliance with this policy.
4. For accounts serving individuals with health concerns where water service is critical, an additional 30 days before service termination may be allowed. Accounts desiring this allowance must make written application supported by a Doctor's written statement and written approval of the OWNER in the case of non-owner occupancy. All other requirements of the policy, such as "late fee", apply at the dates and times prescribed in the shut-off policy (defined in current fee resolution). Failure to correct the delinquency within the thirty (30) days shall result in termination of service. This allowance must be updated every twelve (12) months or earlier if the health issue ends.

Section 6 Exempt from policy

1. Mobile home park owners, will be exempt from this policy. A deposit of \$100.00 will be required by manufactured home occupant at time of initiation of services. the occupant of the manufactured home will be held liable for any delinquent amounts associated with the account. The City may pursue any lawful action in the collection of delinquent amounts against such person(s) or entities.
2. Airplane hangars leased at the Caldwell Industrial Airport, will be exempt from this policy. A deposit of \$100.00 will be required from the person initiating services. If a delinquency involves property leased from the City at the airport, the hangar or structure account holder will be held liable. The City may pursue any lawful action in the collection of delinquent amounts against such person(s) or entities.