

IOWA UTILITIES BOARD DOCKET NOI-2014-0003

Background: On March 20, 2014, the Iowa Utilities Board issued an order (NOI-2014-0003) initiating an inquiry for the purpose of collecting information from utilities regarding bill payment agreements entered into with residential customers during and after the Winter Moratorium period, specifically the time period between November 1, 2013 and May 1, 2014. The IUB, OCA, LIHEAP, Community Action Agencies and some state legislators have expressed mounting concerns about the problem of high winter heating bills and the record number of customers who will be disconnected on April 1 and who will owe exorbitant amounts of money.

The purpose of the NOI is to 1) serve as a reminder of the IUB rules regarding payment agreements for residential customers and 2) to collect data to provide a better understanding of the ability of the IUB rules to address the issues raised by the extreme winter weather.

Please complete:

- 1) This Cover Page
- 2) Page 1: Customer agreement details
- 3) Page 2: Refused payment agreement details
- 4) Page 3: Agreements not in compliance with the Board's rules details
- 5) Provide a sample copy of the payment agreement provided by the utility to residential customers.
- 6) Provide a sample copy of a bill that shows how the amount owed by the customer pursuant to the payment agreement is displayed on the bill.

**FILED WITH
Executive Secretary**

June 23, 2014

**IOWA UTILITIES BOARD
NOI-2014-0003**

Name of Utility: City of West Liberty

Contact Person: Mayra Esquivel

Mailing Address: 409 N Calhoun St

City, State, ZIP: West Liberty, IA 52776

Telephone: (319) 627-2418 Email: mayrawlcity@Lcom.net

The inquiry manager for the docket is Jane Whetstone.

If you have questions about the information requested by the Board, you may contact Ms. Whetstone by telephone at 515-725-7358, or by email at Jane.Whetstone@iub.iowa.gov.

Utilities shall file the requested information after May 1, 2014 but on or before June 1, 2014.

PAYMENT AGREEMENT

CITY OF WEST LIBERTY

Customer Name _____ Date of Agreement _____

Address _____ Acct. # _____

City/State _____ Phone # _____

WHEREAS, the Customer named above is in default on bills for electric service and the delinquent amount, as of the date of this agreement, is \$ _____;

WHEREAS, the Customer's account shows the current amount owed the utility for service rendered since _____ is \$ _____;

Date

WHEREAS, the Customer is unable to pay all charges owed to the CITY OF WEST LIBERTY but has agreed to pay the amount owed in regular installments over a period of time:

WHEREAS, CITY OF WEST LIBERTY has agreed to continue utility service so long as the customer makes payments as provided for by this agreement:

THEREFORE, CITY OF WEST LIBERTY and _____
Customer

do hereby agree that the delinquent amount shown above will be paid on the dates and in the installment amounts shown below:

DATE	AMOUNT	DATE	AMOUNT
1. _____	\$ _____	7. _____	\$ _____
2. _____	\$ _____	8. _____	\$ _____
3. _____	\$ _____	9. _____	\$ _____
4. _____	\$ _____	10. _____	\$ _____
5. _____	\$ _____	11. _____	\$ _____
6. _____	\$ _____	12. _____	\$ _____

and _____

The Customer is aware that she/he has the option of making payments on the delinquent amount in equal installments spread evenly over at least a 12 month period and

_____ Chooses to take advantage of this option

_____ Agrees to waive this right because _____

The Customer is aware that she/he has the option of making payments for service used in the future in equal installments spread evenly over the next 12 months and

_____ Chooses to pay all future bills as they come due
_____ Chooses to take advantage of this option by paying \$_____ on the _____ day of each month beginning on _____, _____, for a total annual payment of \$_____.

Additionally, the customer understands and agrees that if the current bill or any future bill is not paid before the date of delinquency or if payments are not made on the dates and in the amounts shown in this agreement, service may be disconnected as early as two days after a default and, to obtain service again, the customer must pay all amounts then due and owed to the **CITY OF WEST LIBERTY** as a well as a reconnection charge.

NOTICE

If you are not satisfied with this agreement, do not sign.

The rules of the Iowa State Commerce Commission require utility companies to postpone disconnection for 30 days from the original disconnect date (shown on your disconnect notice) so that a reasonable payment plan can be worked out. Each payment agreement must be tailored to the needs of the individual customer and must take into account your current household income, your ability to pay, your payment history, the size of the bill, and the length of time the bill has been outstanding.

If you are not satisfied with the terms of this agreement, you may call the Commerce Commission and obtain assistance in working out reasonable terms (phone #: 515-281-4606). You must however, request assistance from the Commerce Commission at least two days before expiration of the 30 day postponement period to avoid disconnection.

If you sign this agreement, you agree that you owe the amounts shown herein and you agree to make payments on the specified dates.

IN WITNESS WHEREOF the parties to this agreement have affixed their signatures on the dates shown below:

CITY OF WEST LIBERTY

CUSTOMER NAME

By _____

By _____

Name and Title

Date _____

Date _____



CITY OF WEST LIBERTY
UTILITY BILLING
409 N. Calhoun St.
West Liberty, IA 52776
(319) 627-2418



Account Number	Amount Due
	\$ 695.77
Due Date	After Due Date Pay
05/15/2014	\$ 695.77
Account Name	
Service Address	
Amount Enclosed	

There will be a charge on all returned checks.
Please return this portion with your payment.
When paying in person please bring both portions of this bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
Status	Service Dates			Bill Date	Penalty Date	Due Date
	From	To	# Days			
FINAL	12/15/2013	01/13/2014	29	04/22/2014	05/16/2014	05/15/2014

CURRENT	PREVIOUS	
READING	READING	USAGE
1468	1460	736
104	104	0

PREVIOUS BALANCE	330.81
PAYMENTS	148.70-
ADJUSTMENTS	148.70
PENALTIES	6.97

PAST DUE AMOUNT \$337.78

ELECTRIC	56.26
FUEL ADJ @ 0.0329	24.26
WATER	7.01
SEWER	21.24
GARBAGE	17.19
CONTRACT AMT	319.32
SALES TAX	8.82
DEPOSIT REFUND	96.11-

CURRENT BILL \$357.99

AMOUNT DUE \$695.77

AMOUNT DUE AFTER 05/15/2014 \$695.77

ELEC USAGE - PREV YEAR : 2024
WATER USAGE - PREV YEAR : 1000

THIS IS YOUR FINAL BILL FOR SERVICE

THIS IS YOUR FINAL BILL.
BALANCE MUST BE PAID ON OR BEFORE DUE DATE.