

Senate Study Bill 3130 - Introduced

SENATE FILE _____
BY (PROPOSED COMMITTEE ON
LOCAL GOVERNMENT BILL BY
CHAIRPERSON GREEN)

A BILL FOR

1 An Act relating to the provision of water service for
2 manufactured home communities.
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. NEW SECTION. 384.84B Water service to
2 manufactured home communities and mobile home parks.

3 1. As used in this section:

4 a. "Home space" means a mobile home space as defined in
5 section 562B.7.

6 b. "Manufactured home community" means a manufactured home
7 community or a mobile home park as those terms are defined in
8 section 435.1.

9 c. "Water system" means a public water supply system as
10 defined in section 455B.171 or water utility as defined in
11 section 423.3, subsection 103.

12 2. This section applies only to manufactured home
13 communities that, currently or upon completion of improvements
14 to the community, are connected to a water system's water main
15 for water service and have individual water submeters for each
16 occupied home space in accordance with subsection 3.

17 3. A manufactured home community connected to a water
18 system's water main for water service may, at its sole
19 discretion, elect to have such water system directly provide
20 water service to the individual tenants within such community
21 under a written water service agreement to be signed by
22 the water system and the landlord of the manufactured home
23 community pursuant to the following terms and conditions:

24 a. The landlord of a manufactured home community desiring
25 to invoke the rights under this section shall notify the water
26 system of its election to have the water system directly
27 provide water service to the individual tenants within the
28 community.

29 b. After receiving a notification pursuant to paragraph "a",
30 the water system shall promptly perform the following actions:

31 (1) Notify the landlord of the manufactured home community
32 of its standards and specifications for submeters, meter pits,
33 shutoff valves, and related plumbing facilities, provided
34 however that any and all such standards and specifications must
35 be reasonable and necessary and shall be no greater or more

1 burdensome than those required of other similar properties
2 to which the water system provides water service including
3 residential rental properties and horizontal property regimes.

4 (2) Inspect any currently installed water submeters and
5 related plumbing facilities within the manufactured home
6 community and thereafter notify the landlord whether the
7 currently installed water submeters and plumbing facilities
8 are compliant with its standards and specifications with or
9 without modifications or whether new water submeters or other
10 facilities must be installed.

11 c. After the landlord's receipt of the information set forth
12 in paragraph "b", and in the event the landlord still desires
13 to have the water system directly provide water service to
14 the tenants, the water system and landlord shall thereafter
15 work in good faith to enter into a water service agreement
16 under which the water system shall directly provide water
17 service to the individual tenants within the manufactured
18 home community pursuant to the terms and conditions set forth
19 in this paragraph. Unless otherwise mutually agreed upon by
20 both parties, the water service agreement shall include the
21 following terms and conditions:

22 (1) The landlord of the manufactured home community shall
23 comply with the water system's standards and specifications
24 for submeters, meter pits, shutoff valves, and other related
25 plumbing facilities necessary for the water system to
26 directly provide water service to the tenants for their water
27 consumption pursuant to individual water submeters for each
28 home space, provided however that any and all such standards
29 and specifications shall be reasonable and necessary, shall not
30 require anything other than reasonably accessible meter pits
31 in or adjacent to each home space, and shall not be any greater
32 or more burdensome than those standards and specifications
33 required of other similar properties to which the water system
34 provides service including residential rental properties and
35 horizontal property regimes.

1 (2) The landlord of the manufactured home community shall
2 be responsible for the completion of all improvements, and for
3 all costs associated therewith, relating to the furnishing and
4 installation of submeters and related facilities within the
5 community required under subparagraph (1).

6 (3) The water system shall establish direct accounts
7 with the tenants of the manufactured home community and
8 directly bill the tenants under such accounts for their water
9 consumption shown by the submeters, with the water system
10 performing all tasks relating to the reading of the submeters
11 and billing the individual residents based upon those submeter
12 readings.

13 (4) The water system shall read and bill the landlord for
14 the consumption shown by the master meter, after deducting all
15 billings to tenants for consumption under their submeters, with
16 such deductions being provisional only and being subject to
17 rebilling to the landlord in the event of a tenant nonpayment
18 as provided elsewhere within this subsection.

19 (5) The water system shall provide the water service under
20 the water service agreement in accordance with all applicable
21 laws and its regular rules and regulations for water service to
22 customers, and all terms and rates imposed by the water system
23 under the water service agreement shall be no greater or more
24 burdensome than those terms and rates imposed on other similar
25 properties to which the water system provides service including
26 residential rental properties and horizontal property regimes.

27 (6) The landlord of the manufactured home community shall
28 grant reasonable and necessary utility access and easement for
29 the water system for the purposes of reading, maintaining,
30 repairing, and replacing submeters, and initiating and
31 terminating service.

32 (7) The landlord of the manufactured home community
33 shall retain full legal and financial responsibility for
34 the ownership, maintenance, operation, upgrade, repair, and
35 replacement of the private water infrastructure within the

1 manufactured home community, including but not limited to all
2 water distribution and plumbing facilities, lines, meter pits,
3 and submeters, serving the community and all home spaces from
4 the point of, and including, the incorporation of the service
5 line at the water system's master meter; shall ensure all
6 private infrastructure components are in good working order;
7 and shall facilitate the prompt completion of, and payment for,
8 any repairs necessary to the submeters as directed by the water
9 system.

10 (8) The water system shall retain full legal and financial
11 responsibility for the ownership, maintenance, operation,
12 repair, and replacement of the water system's water main and
13 master meter for the manufactured home community.

14 (9) The landlord of the manufactured home community
15 shall provide to the water system documentation in regard to
16 all existing and new tenants for each home space within the
17 community reflecting the implementation of the water service to
18 be provided by the water system to the individual tenants under
19 the water service agreement and shall otherwise provide the
20 water system with all necessary tenant information to enable
21 the water system to communicate with and provide service to all
22 existing and new tenants under the water service agreement.

23 (10) For existing manufactured home communities, the
24 landlord of the manufactured home community shall be
25 responsible for notifying its tenants of the change in the
26 provision of water service pursuant to this section, with
27 the landlord being required to provide tenants with the same
28 notice as is required for rent increases under section 562B.14,
29 subsection 7.

30 (11) The landlord of the manufactured home community shall
31 be jointly responsible for any and all delinquent charges
32 associated with water service to an individual tenant. The
33 water system's collection rights in the event of nonpayment for
34 water or other service by an individual tenant shall include
35 all rights provided by Iowa law, including those provided

1 in Iowa Code section 384.84, and shall include the right to
2 terminate service and impose a lien upon the manufactured home
3 community, with the landlord waiving any right that it may
4 otherwise have to establish an exemption from the right to
5 impose a lien by the water system.

6 (12) The water system shall not be liable to the landlord
7 or any tenants of the manufactured home community for any
8 service furnished for any reason other than the water system's
9 willful misconduct. The water service agreement shall include
10 an indemnification provision under which the landlord of the
11 manufactured home community indemnifies and holds harmless the
12 water system from any and all claims and liabilities, including
13 reasonable attorney fees and costs, arising from the tenants
14 for any service furnished by the water system for any reason
15 other than the water system's willful misconduct.

16 (13) If the water system also provides sewer and storm
17 water services to the manufactured home community, and if the
18 landlord of the manufactured home community also desires, at
19 its sole discretion, to have the water system directly provide
20 such services to tenants, then the parties shall also agree
21 upon reasonable and necessary terms relating to all sewer and
22 storm water services and charges that the water system, or its
23 affiliate, provides to the manufactured home community.

24 (14) The parties shall agree upon all other reasonable
25 and necessary terms within the water service agreement to
26 effectuate the water system's provision of water service to the
27 landlord and individual tenants within the manufactured home
28 community, provided that all terms and rates imposed by the
29 water system shall be no greater or more burdensome than those
30 terms and rates imposed on other similar properties to which
31 the water system provides service including residential rental
32 properties and horizontal property regimes.

33 d. At the discretion of the water system, for any charges
34 and bills to tenants remaining unpaid after no less than fifty
35 days, the water system may elect to transfer such delinquent

1 charges and bills to the landlord's account, which shall be
2 paid by landlord in accordance with the water system's normal
3 collection terms.

4 e. Based upon the landlord of the manufactured home
5 community being jointly responsible for delinquent charges
6 associated with water service to individual tenants, the water
7 system shall not require deposits from the tenants that would
8 otherwise be permitted for residential rental properties under
9 section 384.84.

10 4. Unless expressly provided otherwise in this section, the
11 provisions of section 384.84 for the provision of water service
12 to residential rental properties shall apply to a manufactured
13 home community for which the landlord has elected to have the
14 water system directly provide water service to the individual
15 tenants within the community.

16 EXPLANATION

17 The inclusion of this explanation does not constitute agreement with
18 the explanation's substance by the members of the general assembly.

19 This bill relates to the provision of water service at a
20 manufactured home community. The bill provides the landlord
21 of a manufactured home community with the ability to choose
22 whether water service is directly provided to tenants or
23 provided to the community as a whole. A manufactured home
24 community connected to a water main may sign a written
25 water service agreement to provide water service to
26 tenants individually in the community. The landlord of the
27 manufactured home community must provide notice to the water
28 system of the desire for individual water service. After
29 notification from the landlord, the water system shall inspect
30 the currently installed plumbing facilities in the community
31 and provide the standards and specifications for individual
32 use. The water system shall provide notice to the landlord
33 of the plumbing facilities' compliance with the standards and
34 specifications.

35 The bill requires a water service agreement with a

1 manufactured home community to include certain terms and
2 conditions. The landlord is responsible for complying
3 with the water system's reasonable and necessary standards
4 and specifications provided prior to the agreement. Any
5 improvements and costs associated with installing submeters and
6 related facilities shall be the responsibility of the landlord.
7 Tenants shall have direct accounts with the water system to
8 view water consumption and corresponding bills. The landlord
9 shall be provisionally billed for the water consumption shown
10 on the master meter less the payments from the tenants and
11 shall be subject to rebilling in the event of nonpayment by a
12 tenant.

13 The landlord must provide utility access and easement
14 to the water system to read, maintain, repair, and replace
15 submeters, and initiate and terminate service. The landlord
16 shall retain full legal and financial responsibility for the
17 private water infrastructure in the manufactured home community
18 and is responsible for any repairs and corresponding payments
19 necessary. The landlord shall provide the water system with
20 documentation of the manufactured home community tenants. The
21 landlord must notify all existing tenants of the change in the
22 provision of water service.

23 The water service agreement shall include an indemnification
24 provision to hold the water system harmless from claims and
25 liabilities arising from the tenants for any reason other than
26 the water system's willful misconduct. If the water system
27 provides sewer and storm water services to the manufactured
28 home community, the landlord and water system shall also agree
29 to all sewer and storm water services and charges. The water
30 system must ensure that all terms and rates are no greater or
31 more burdensome than those imposed on other similar properties.

32 At the discretion of the water system, unpaid bills
33 remaining after 50 days may be transferred to the landlord
34 for payment. The water system may not require deposits from
35 tenants for the services. Unless otherwise provided by the

S.F. _____

1 bill, the provisions of Code section 384.84 for water service
2 to residential rental properties shall apply to a manufactured
3 home community for which the landlord has elected to have the
4 water system directly provide water service to the individual
5 tenants within the community.