

Senate Study Bill 1011 - Introduced

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

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:

unofficial

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.

12 2. This section applies only to manufactured home communities
13 that, currently or upon completion of improvements to the
14 community, are connected to a water system's water main for water
15 service and have individual water submeters for each occupied
16 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 the
22 water system and the landlord of the manufactured home community
23 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 provide
27 water service to the individual tenants within the community.

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

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

1 to which the water system provides water service including
2 residential rental properties and horizontal property regimes.

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

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

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

34 (2) The landlord of the manufactured home community shall
35 be responsible for the completion of all improvements, and for

1 all costs associated therewith, relating to the furnishing and
2 installation of submeters and related facilities within the
3 community required under subparagraph (1).

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

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

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

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

29 (7) The landlord of the manufactured home community shall
30 retain full legal and financial responsibility for the ownership,
31 maintenance, operation, upgrade, repair, and replacement of
32 the private water infrastructure within the manufactured home
33 community, including but not limited to all water distribution
34 and plumbing facilities, lines, meter pits, and submeters,
35 serving the community and all home spaces from the point of, and

1 including, the incorporation of the service line at the water
2 system's master meter; shall ensure all private infrastructure
3 components are in good working order; and shall facilitate the
4 prompt completion of, and payment for, any repairs necessary to
5 the submeters as directed by the water system.

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

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

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

25 (11) The landlord of the manufactured home community shall be
26 jointly responsible for any and all delinquent charges associated
27 with water service to an individual tenant. The water system's
28 collection rights in the event of nonpayment for water or
29 other service by an individual tenant shall include all rights
30 provided by Iowa law, including those provided in Iowa Code
31 section 384.84, and shall include the right to terminate service
32 and impose a lien upon the manufactured home community, with
33 the landlord waiving any right that it may otherwise have to
34 establish an exemption from the right to impose a lien by the
35 water system.

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

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

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

28 d. At the discretion of the water system, for any charges and
29 bills to tenants remaining unpaid after no less than fifty days,
30 the water system may elect to transfer such delinquent charges
31 and bills to the landlord's account, which shall be paid by
32 landlord in accordance with the water system's normal collection
33 terms.

34 e. Based upon the landlord of the manufactured home community
35 being jointly responsible for delinquent charges associated with

1 water service to individual tenants, the water system shall
2 not require deposits from the tenants that would otherwise be
3 permitted for residential rental properties under section 384.84.

4 4. Unless expressly provided otherwise in this section, the
5 provisions of section 384.84 for the provision of water service
6 to residential rental properties shall apply to a manufactured
7 home community for which the landlord has elected to have the
8 water system directly provide water service to the individual
9 tenants within the community.

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EXPLANATION

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The inclusion of this explanation does not constitute agreement with

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the explanation's substance by the members of the general assembly.

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

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The bill requires a water service agreement with a
29 manufactured home community to include certain terms and
30 conditions. The landlord is responsible for complying with
31 the water system's reasonable and necessary standards and
32 specifications provided prior to the agreement. Any improvements
33 and costs associated with installing submeters and related
34 facilities shall be the responsibility of the landlord. Tenants
35 shall have direct accounts with the water system to view water

1 consumption and corresponding bills. The landlord shall be
2 provisionally billed for the water consumption shown on the
3 master meter less the payments from the tenants and shall be
4 subject to rebilling in the event of nonpayment by a tenant.

5 The landlord must provide utility access and easement to the
6 water system to read, maintain, repair, and replace submeters,
7 and initiate and terminate service. The landlord shall
8 retain full legal and financial responsibility for the private
9 water infrastructure in the manufactured home community and is
10 responsible for any repairs and corresponding payments necessary.
11 The landlord shall provide the water system with documentation
12 of the manufactured home community tenants. The landlord must
13 notify all existing tenants of the change in the provision of
14 water service.

15 The water service agreement shall include an indemnification
16 provision to hold the water system harmless from claims and
17 liabilities arising from the tenants for any reason other than
18 the water system's willful misconduct. If the water system
19 provides sewer and storm water services to the manufactured home
20 community, the landlord and water system shall also agree to all
21 sewer and storm water services and charges. The water system
22 must ensure that all terms and rates are no greater or more
23 burdensome than those imposed on other similar properties.

24 At the discretion of the water system, unpaid bills remaining
25 after 50 days may be transferred to the landlord for payment.
26 The water system may not require deposits from tenants for the
27 services. Unless otherwise provided by the bill, the provisions
28 of Code section 384.84 for water service to residential rental
29 properties shall apply to a manufactured home community for
30 which the landlord has elected to have the water system directly
31 provide water service to the individual tenants within the
32 community.