City of Carroll

627 N. Adams Street Carroll, Iowa 51401 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSPW

FROM: Laura A. Schaefer, Finance Director/City Clerk LAS

DATE: October 1, 2021

SUBJECT: Low-Income Housing Water Assistance Program

New Opportunities has approached the City about partnering with them on a new program called Low-Income Household Water Assistance Program (LIHWAP). The program was authorized by Congress to address the financial impact the COVID-19 pandemic has had on low-income households. LIHWAP is dual funded through Consolidated Appropriations and the American Rescue Plan Act.

This is a pilot program that is currently only authorized through September 2023. The funding will funnel from the Iowa Department of Human Rights to the 16 Iowa Community Action Agencies, including New Opportunities, across the state of Iowa. The policies and procedures for this new program will closely align with those of the Low-Income Home Energy Assistance Program (LIHEAP) which New Opportunities currently administers. New Opportunities would verify and approve households and make payments to the City for only the approved households and amounts.

By signing the attached agreement, the City agrees to the following:

- Receive notifications from New Opportunities of LIHWAP eligible households
- Receive benefit payments from New Opportunities on behalf of eligible households and apply such payments to the appropriate accounts
- Ensure that once notification of payment is received appropriate action is taken such as restoration of services or cancelling a scheduled disconnect
- Work with New Opportunities to provide acceptable documentation of receipt of LIHWAP funds for approved households
- Maintain confidentiality of LIHWAP households' personal information and share customer information required to administer LIHWAP benefits
- Ensure that no additional fees or penalties are charged against LIHWAP households that would not be charged to non-LIHWAP households

The funding is to cover past-due amounts and any fees and taxes associated with reconnecting service to a disconnected household or cover past-due amounts and any fees and taxes associated with bringing the account current to avert disconnection. The funding will cover fees for services for water, wastewater and storm water only. The funding will not cover garbage fees that is currently charged on utility bills. There is no additional expense for the City to work with New Opportunities on this program.

RECOMMENDATION: Council consideration of a resolution to approve a Water Utility Vendor Agreement with New Opportunities for the Low-Income Household Water Assistance Program.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WATER UTILITY VENDOR AGREEMENT WITH NEW OPPORTUNITIES FOR THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

WHEREAS, Chapter 17, of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS, it is determined that the approval of the attached Water Utility Vendor Agreement with New Opportunities for the Low-Income Household Water Assistance Program is in the best interest of the City of Carroll, Iowa.

NOW, THEREFORE, BE IT RESOLVED that the Water Utility Vendor Agreement with New Opportunities for the Low-Income Household Water Assistance Program be authorized and approved.

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this 11th day of October, 2021.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

BY:_____
Eric P. Jensen, Mayor

ATTEST:

By:_____
Laura A. Schaefer, City Clerk

WATER UTILITY VENDOR AGREEMENT
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Household Water Assistance Program (LIHWAP) and:

Vendor (payment is issued in this name)		New Opportunities, Inc. Local Agency	
Address		23751 Hwy 30 E PO Box 427 Address	
City, State, Zip		Carroll, IA 51401 City, State, Zip	
Contact Person	Email	Mary Greving Contact Person	mgreving@newopp.org Email
Phone	Fax	712-792-9266 ext 1630 Phone	712-792-5723 Fax
Vendor Tax ID#			

Vendor Provides:

- ☐ Drinking Water Only
- ☐ Wastewater Only
- ☐ Both Drinking and Wastewater

Type of Entity:

- ☐ Publicly Owned
- ☐ Privately/Shareholder Owned

Counties Served:

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Household Water Assistance Program (LIHWAP). Note: the term 'Vendor' applies to Owners & Operators of Community Water Supply Systems.

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor of those households that have been approved for the LIHWAP program through the mail, email, phone, or an online portal hosted by the Vendor. This notification must occur timely enough to avert disconnection of service, any additional charges, and ensure reconnection when appropriate.

3.00 Household Payments from LIHWAP

The LIHWAP program provides benefit awards on behalf of eligible customers by paying arrearages to drinking water/wastewater utilities in order to ensure service continuity and to reconnect service. Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the Vendor made by the Local Agency on behalf of an approved household must be applied as a credit to that household's current water account. All LIHWAP credit balances must remain on the account until the benefit is exhausted. Water service must be maintained for at least 30 days after receiving the LIHWAP benefit payment from the local agency.

Any payment not accepted by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)
The Vendor will accept LIHWAP payments for households with a disconnect notice or at imminent threat of disconnection, and will ensure the households' water service remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 30 calendar days, no additional fees or charges occur, and if disconnection has already occurred reconnection will be established.

3.20 Disconnected Households
LIHWAP payments that cover the balance owed by a disconnected household, will establish prompt reconnection of the water account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 30 calendar days, no additional fees or charges occur, and if disconnection has already occurred reconnection will be established.

3.30 Supported Expenses
The following are expenses which the LIHWAP program supports:

- Drinking Water/Wastewater utility past/back bills and amounts required to bring the account current
- Reconnection fees

3.40 Unsupported Expenses
The following expenses are unsupported by the LIHWAP program:

- Utility deposits for new service
- Expenses for diversion fees
- Repair, replacement, or installation of new home water systems/fixtures
- Wells or any other non-utility provided water system
- Energy services

4.00 Vendor Receipt of Payment
Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the format provided to the Vendor by the Local Agency.

A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance.

5.00 Continuous Access to Drinking Water/Wastewater Services
The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to Drinking Water/Wastewater services.

6.00 Payments from Households
The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

7.00 Confidentiality
Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

8.00 Non-Discrimination
The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Household Water Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

9.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, and any funds remain on the account, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and determine the distribution of any remaining funds. Any remaining funds on the account paid under this program are to be returned to the Local Agency within 30 calendar days following reconciliation of the account. If the household has an arrearage on a different portion of the account such as garbage, the Vendor shall not withhold a refund.

10.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHWAP credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home water usage, or such other data as the state determines is reasonably necessary.

11.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

12.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

The Local Agency may terminate this agreement upon written notice of a breach by the Vendor of any material term, condition or provision of this agreement after the Vendor is given the opportunity to cure the breach.

The Local Agency may terminate the agreement immediately in instances where the Vendor has committed or engaged in fraud, misappropriation of funds, malfeasance, misfeasance, or bad faith.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

	New Opportunities, Inc.
Vendor	Local Agency
	Chad Jensen, CEO
Vendor Authorized Individual (printed name)	Local Agency Director (printed name)
Vendor Authorized Individual (signature)	Local Agency Director (signature)
Date	9/10/21 Date

2021 - 2022 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

& LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

NEW OPPORTUNITIES
HELPING PEOPLE. CHANGING LIVES.

LIHEAP is a federally funded program that has been established to help qualifying low-income Iowa homeowners and renters **pay for a portion of their primary heating costs for the winter heating season.**

WHEN TO APPLY:

Elderly (60 & over) and/or disabled
October 1, 2021 to April 30, 2022
All other households:
November 1, 2021 to April 30, 2022

INCOME MAXIMUMS (200% POV)

Household Size	Annual Gross Income
1	$ 25,760
2	$ 34,840
3	$ 43,920
4	$ 53,000
5	$ 62,080
6	$ 71,160
7	$ 80,240
8	$ 89,320

For family units with more than eight members, add $9,080 annually, for each additional member.

APPLY BY:

In Person | Mail | Phone | Fax | Online

Applications are taken at the following locations: (must apply in the county you reside in)

Audubon County	109 Tracy St	Audubon, IA 50025	(712) 563-2777
Calhoun County	334 Richmond St	Rockwell City, IA 50579	(712) 297-7721
Carroll County	23751 Hwy 30 E PO Box 427	Carroll, IA 51401	(712) 792-9266
Dallas County	2816 1st Avenue	Perry, IA 50220	(515) 465-5185
Greene County	1401 N Elm St Ste A	Jefferson, IA 50129	(515) 386-2719
Guthrie County	400 State St PO Box 22	Guthrie Center, IA 50115	(641) 747-3845
Sac County	1710 W Main St	Sac City, IA 50583	(712) 662-3236

Water Assistance

New Opportunities, Inc.
23571 Hwy 30 E PO Box 427
Carroll, IA 51401

For Vendor Q's call Mary @ (712)792-9266 ext 1630

LIHWAP

Low-Income Household
Water Assistance Program

LIHWAP Can:

- Pay past due water bills
- Pay reconnection fees

Who is Eligible?

- Must be under income maximums*
- Must demonstrate a water burden
- Must demonstrate legal U.S. status

LIHWAP Can't:

- Pay utility deposits for new service
- Pay for any diversion fees
- Pay for any repairs/replacements of water systems or equipment
- Pay for costs related to individually-owned water systems like wells

Apply Today!!

* INCOME MAXIMUMS

Household Size	*Annual Gross Income*
1	$25,760
2	$34,840
3	$43,920
4	$53,000
5	$62,080
6	$71,160
7	$80,240
8	$89,320

For households with more than eight members, add $9,080 for each additional member.