



CITY OF NORTH POLE *Alaska*

REGULAR CITY COUNCIL MEETING Monday, July 18, 2016

MAYOR

Bryce Ward
888-4444

CITY CLERK

Kathy Weber, MMC
488-8583

COUNCIL MEMBERS

Kevin McCarthy- Mayor Pro Tem	590-0800
Preston Smith – Dep Mayor Pro Tem	488-8824
Elizabeth Holm – Alt Dep Mayor Pro Tem	488-6125
Santa Claus	388-3836
Elyse Dawson	520-221-1340
Thomas McGhee	455-0010

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance to the US Flag**
3. **Invocation**
4. **Approval of the Agenda**
5. **Approval of the Minutes**
6. **Communications from the Mayor**
 - Interior Energy Project presentation by Gene Therriault
7. **Council Member Questions of the Mayor**
8. **Communications from Department Heads, Borough Representative and the City Clerk**
9. **Ongoing Projects Report**

10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business.

None

12. New Business

- a. Recommendation of Charter Commission for items on the ballot
- b. Ordinance 16-16, An Ordinance of the City of North Pole, Alaska to amend Title 13, Public Services, to establish the process for providing utility services outside the City limits of North Pole and to update the ordinance

13. Council Comments

14. Adjournment

The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$10.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.



**Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Monday, July 5, 2016 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Ward called the regular City Council meeting of Monday, July 5, 2016 to order at 7:02 p.m.

There were present:

**Mr. McCarthy – Mayor Pro Tem
Mr. Smith – Deputy Mayor Pro Tem
Ms. Holm – Alt. Deputy Mayor Pro Tem
Ms. Dawson
Mr. McGhee
Mr. Claus
Mayor Ward**

Absent/Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Councilwoman Holm

APPROVAL OF AGENDA

Mr. McGhee *moved to Approve the Agenda of July 5, 2016*

Seconded by Mr. Claus

Mr. McGhee *moved to Amend the Agenda to Consent the following items:*

Old Business

- a. Ordinance 16-11, an Ordinance amending Title 4, Revenue and Finance, adding Chapter 4.26, Classification of Debtors to the City
- b. Ordinance 16-15, an Ordinance of the City of North Pole, Alaska to amend the 2016 budget by allocating \$5,080 from the general fund balance to pay Tekmate for unpaid charges

New Business

- a. Professional Services agreement between the City of Fairbanks, operating the Fairbanks Emergency Communications Center (FECC), and the City of North Pole for the purpose of providing Emergency Dispatching Services for EMS and the fire response.
- b. Approval of auction items from North Pole Police Department.
- c. Resolution 16-08, A Resolution supporting the Fairbanks North Star Borough, Ordinance 2016-36, Amending Borough Code Title 2, regarding appointments to the Planning Commission, Title 17, regarding street naming, and Title 18, regarding the Board of Adjustment including revoking delegation of duties to the City Council.

Seconded by Mr. McCarthy

Discussion

None

On the Amendment

PASSED

Yes: 7 –McCarthy, Smith, McGhee, Dawson, Claus, Holm, Ward

No: 0

Absent: 0

On the Agenda as amended

Discussion

None

PASSED

Yes: 7 –McCarthy, Smith, McGhee, Dawson, Claus, Holm, Ward

No: 0

Absent: 0

APPROVAL OF MINUTES

Mr. Smith *moved to* Approve the Minutes of June 20, 2016

Seconded by Mr. Claus

Discussion

None

PASSED

Yes: 7 –McCarthy, Smith, McGhee, Dawson, Claus, Holm, Ward

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

- Presentation of Freight Mobility Plan by FMAT's – Donna Gardino – for more information www.fmats.us

The 4th of July parade and festival were a success even though we had a little, a lot of rain. The committee will be having a debrief meeting on July 15th here at City Hall. We are going to talk about successes and areas where we can improve the events. If you have any suggestions or would like to be involved next year please send me a message.

Jingle in July is next Saturday the 9th of July at the Santa Claus House back Parking lot. Costume judging will be at 9:30am, the kid's race will be at 9:45am and the 5K will begin promptly at 10:15. Ms. Campione is still looking for judges for the costume contest if a councilmember is interested in attending. Event Contact information:
Anna Campione, 907-277-2784, acampione@arthritis.org

I was able to attend the Change of Command Ceremony for Col. Mike Winkler at Eielson AFB last week. It was truly an honor to be present as he officially turned handed over command of the 354th to Col David Mineau. Col Winkler is off to a base in Japan and he will greatly missed here at Eielson and North Pole.

I will be out of the office next week from afternoon of the 12th to the early morning of the 15th in Seattle with our attorney in regards to the Sulfolane case. I will have a report for the council.

The Governors veto's last week have had an impact on many different aspects of State government, one of which is revenue sharing. Although I am not certain of the impact to the City at this time I will be learning more as time passes. The legislature was called back into a special session that begins July 11th. I remain hopeful that our local leaders can work through the issues they have before them.

Attended the Helmets to hardhat ceremony. People who are retiring from the military can go and try one of the trades and apprentice.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- None

Fire Dept., Chief Lane

- Finished hose testing.
- Notice going out this week for hydrant testing week after next. May see some yellowing in the water. This is done on a yearly basis.
- Employee left the department for City of Fairbanks and we are taking applications.
- Access Alaska came out this past week to promote a program for youth that have some difficulties in their lives or have been in trouble with the law. Chief Lane said it was a great experience for the kids and the fire department.

Finance, Tricia Fogarty

- None

Director of City Services, Bill Butler

Building Department

- Two new building permits issued since last Council meeting.
- Inquiries from developers to build up to four separate 3-plexs.

Public Works

- “Grand Opening” event for skateboard park is scheduled for Saturday, September 3 (Labor Day weekend).
- Heavy rains have caused landscaping—cutting grass—to be major activity for Public Works this past week
- Finished wayfinding signs.

Utility Department

- Construction activity for Lift Station Phase 3 beginning this week.
- Invitation to bid for emergency generators released last week.
 - Bids due July 26
- Municipal Matching Grant submission for sewer outfall project for \$1 million request drafted and will be submitted before July 15 deadline.

- Alaska Clean Water Loan application for \$2 million drafted and will be submitted before MMG submission.

Natural Gas Utility Board

- Governor has not made a decision to delay current negotiation for a gas supply.
- Completing final stages of negotiating for a gas supply and cost.
 - Still not expecting gas until spring 2018 at the earliest..

Borough Representative

FNSB Ordinance 2016-36 will be before the Borough this month; it will rearrange the process and structure of zoning appeals. The current process gives the cities the authority to be the appeals board for zoning decisions. In conversations with Mayor Eberhart, he felt his council would not be supportive of this ordinance and was not interested in requesting support for the Borough.

The assembly meetings have been filled with request and approvals for marijuana growing establishments and petition efforts are ongoing in the City of Fairbanks, North Pole and the Borough to prohibit the commercial sales as allowed through state statute.

City Clerk's Office, Kathy Weber

- Bringing forward the Charter Amendments for meeting of July 18th. Last week was very busy and we were unable to meet. The next meeting is set for July 13th.
- The Municipal Election for the City of North Pole will be held Tuesday, October 4, 2016. Declaration of Candidacy may be filed with the North Pole Clerk's Office at 125 Snowman Lane, from July 15, 2016 at 8:00 a.m. through July 29, 2016 at 5:00 p.m. for the following:

CITY OF NORTH POLE COUNCIL SEATS

(All offices serve at-large)

City Council Seat.....3-year term

City Council Seat.....3-year term

QUALIFICATIONS

A qualified voter who has resided within the state and the City of North Pole for at least **one year** prior to filing his/her declaration of candidacy is eligible to be a candidate for the City Council.

All elected officials are elected at large.

A completed sworn Declaration of Candidacy and Public Official Financial Disclosure Statement must be filed with the City Clerk at the time of filing along with a \$25.00 non-refundable filing fee.

Withdrawal Deadline: A candidate desiring to withdraw may do so by filing a written request with the clerk no later than 5:00 p.m., August 5, 2016.

Kathy Weber, MMC
North Pole City Clerk
488-8583
Website: www.northpolealaska.com

- An initiative/referendum was filed on June 21st was approved to prohibit marijuana businesses in the City of North Pole.
- Many thanks to the North Pole Fire Department for sitting out at the Fairbanks Motorcycle Racing Lions track on Saturday and Sunday. I'm happy to say that there were no serious injuries and everyone went home safely.

CITIZENS COMMENTS

- Shelly Wade – Agnew:Beck

Ms. Wade commented on the Comprehensive Strategic Plan and the need to implement it sooner than later with the knowledge of the expansion of EAFB.

ONGOING PROJECTS

- None

COUNCIL COMMENTS

Mr. McCarthy – there is a top secret blueberry patch behind NPHS.

Mr. McGhee – no comment.

Ms. Dawson – good night. She thought the Comprehensive Strategic Planning went well.

Ms. Holm – She will be representing Alaska at the Republican National Convention in Ohio and then off to Disneyland. She thought the Strategic Plan looks achievable and gives the City a clear path for the next 5 years. Ms. Holm commented that she was the one to put out the petition and was approached to see where community stands. She felt this needs to be on the ballot to see

if our community is in supported of it. We need to get it on the ballot, pass or fail we know where the community stands for the will of the people. Enjoy the rest of July.

Mr. Smith – good to see progress with the Comprehensive Strategic Plan. Also good to see people using the bike paths in town.

Mr. Claus – will be gone for the next meeting in Lake Tahoe.

Mayor Ward – hoping that Access Alaska will be here. Thanked everyone for coming out and volunteering for the 4th of July celebration. Great to see the community come together and has never heard one negative thing. He felt this speaks to our ability to go out and have fun. He saw a lot of families together and looks forward to high school memory books. He encouraged everyone to check out the memorial park and the great contractors in the community that are working on it. The City has been the facilitator and provided the land.

ADJOURNMENT

Mr. McGhee *moved to Adjourn the meeting at 8:12 p.m.*

Seconded by Mr. Claus

The regular meeting of July 5, 2016 adjourned at 8:12 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, July 18, 2016.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

PROPOSITIONS BY CHAPTER

***UNDERLINED AND BOLD WORDS ARE ADDITIONS TO THE CHARTER**
***STRIKETHROUGHS ARE DELETIONS FROM THE CHARTER**

PROPOSITION NO. 1

REVISIONS

CHAPTER 1 GENERAL PROVISIONS

Shall the City of North Pole, Alaska, Home Rule Charter be amended to read as follows:

DEFINITIONS AND CONSTRUCTION

Section 1.6

(o) "public Improvement" means those improvements to or in connection with streets, sidewalks, parks, playgrounds, building, sewer systems, water systems, and any other real property or appurtenances thereof ~~of~~ **within** the City used by the public.

PENALTIES FOR VIOLATIONS:

Section 1.10

(a) Violations of this Charter, the Code, or any Ordinance of the City is a misdemeanor and is punishable by a fine which shall not exceed one thousand ~~five hundred~~ dollars (\$1,500.00 **\$1,000.00**) ~~or imprisonment for not more than ninety days (90) days, or by both.~~

(b) The City may institute a civil action against a person who violates a provision of this Charter, the Code or any ordinance of the City. In addition to injunctive and compensatory relief, the City may obtain a civil penalty not to exceed one thousand ~~five hundred~~ dollars (~~\$1,500.00~~ **\$1,000.00**) for each violation. The City may bring an action to enjoin a violation or to recover a civil penalty notwithstanding the availability of any other remedy.

POWERS OF THE CITY:

Section 1.4.

In this Charter no mention of a particular power shall be construed to be exclusive or to restrict the scope of the powers which the City would have if the particular power were not mentioned. The Charter shall be liberally construed to the end that the City may have all powers, functions, rights, privileges, franchises and immunities of every name and nature whatever, which a home rule city may have under the constitution and laws of the State of Alaska.

A YES VOTE IS FOR THE PROPOSED CHARTER AMENDMENT, CHAPTER 1

A NO VOTE IS AGAINST THE PROPOSED CHARTER AMENDMENT, CHAPTER 1

☐ YES

☐ NO

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***UNDERLINED AND BOLD WORDS ARE ADDITIONS TO THE CHARTER
*STRIKETHROUGHS ARE DELETIONS FROM THE CHARTER**

PROPOSITION NO. 2

REVISIONS

CHAPTER 5
THE ADMINISTRATIVE SERVICE

Shall the City of North Pole, Alaska, Home Rule Charter be amended to read as follows:

ADMINISTRATIVE OFFICERS AND EMPLOYEES - APPOINTMENT, TERMS
AND COMPENSATION:

Section 5.3.

(b) The ~~Public Works~~ Director **of City Services**, Police Chief, Fire Chief, Accountant, Accounts Receivable/~~Receptionist~~ **Utility Billing Clerk**, and ~~Special Assistant to the Chief Executive~~ **Accounts Payable/Receptionist** shall be appointed by the Mayor. Termination of the ~~Public Works~~ Director **of City Services**, Police Chief, Fire Chief and Accountant shall be subject to ratification by a majority vote of the City Council.

CITY ATTORNEY:

Section 5.6

(a) Shall act as the legal advisor of and be responsible to the Council. Shall advise the Mayor and the City Clerk concerning legal ~~problems~~ **matters** affecting the City administration.

CITY FISCAL AGENT:

Section 5.7.

The Council shall provide in the Code for the collection, receipt, and custody of taxes, monies and ~~things~~ **personal property** of value belonging to the City and for an administrative officer who shall be responsible therefor.

A YES VOTE IS FOR THE PROPOSED CHARTER AMENDMENT, CHAPTER 5

A NO VOTE IS AGAINST THE PROPOSED CHARTER AMENDMENT, CHAPTER 5

☐ YES

☐ NO

***UNDERLINED AND BOLD WORDS ARE ADDITIONS TO THE CHARTER**
***STRIKETHROUGHS ARE DELETIONS FROM THE CHARTER**

PROPOSITION NO. 3
REVISIONS

CHAPTER 6
BUDGET PROCEDURE AND GENERAL FINANCE PROVISIONS

Shall the City of North Pole, Alaska, Home Rule Charter be amended to read as follows:

FISCAL YEAR:

Section 6.1. The fiscal year of the City shall be as established by the Council, unless otherwise provided by law.

BUDGET STATEMENT OF CITY:

Section 6.2. ~~During or prior to the eighth (8th) week preceding the first day of the fiscal year, a budget proposal for the next fiscal year of the City shall be submitted to the Council by the Mayor.~~ **No later than November 1 of each year the mayor shall prepare and submit to the Council the annual budget estimate for the following fiscal year and a budget message.** Such budget proposal shall set forth the recommendations for and an analysis of the anticipated income and expenditures of the City during the next fiscal year, together with comparative figures showing the estimated corresponding amounts for the current year and comparisons with the previous year. The proposed expenditures set forth in the budget proposals shall not exceed the expected revenues of the City. ~~Unencumbered funds remaining at the end of the current fiscal year may be reallocated for the purposes set forth in the budget proposal.~~

BUDGET CONTROL:

Section 6.4.

(a) ~~Unencumbered appropriation balances may be transferred within a department by the Council at any time on its own initiative. The Council may by ordinance transfer unencumbered balances from one office, department or agency to another.~~ **The council may provide by ordinance for the inter and intra-departmental transfer of budgeted funds.**

(b) **After adoption the budget may be amended by the council by ordinance.**

(c) There shall be submitted periodically to the Council information comparing estimated and actual revenues and expenditures to the end of the preceding month.

WITHDRAWAL OF FUNDS:

Section 6.5.

(a) All funds drawn from the treasury shall be drawn pursuant to the ~~authority and appropriation of the Council~~ **approved budget.**

A YES VOTE IS FOR THE PROPOSED CHARTER AMENDMENT, CHAPTER 6

A NO VOTE IS AGAINST THE PROPOSED CHARTER AMENDMENT, CHAPTER 6

☐ YES

☐ NO

***UNDERLINED AND BOLD WORDS ARE ADDITIONS TO THE CHARTER
*STRIKETHROUGHS ARE DELETIONS FROM THE CHARTER**

PROPOSITION NO. 4

REVISIONS

CHAPTER XII
CONTRACTS

Shall the City of North Pole, Alaska, Home Rule Charter be amended to read as follows:

LIMITATIONS ON CONTRACTUAL POWER:

Section 12.3

(c) Except as authorized in Section 12.2, each contract for the construction of public improvements or for the purchase or sale of personal property shall be let only after opportunity for competitive bidding and after appropriate notice thereof of not less than two (2) weeks. All bids shall be opened in public at the time and place designated in the notice of letting. The Council may reject any or all bids. If, after opportunity for competitive bidding, no bids are received or bids received are not satisfactory to the Council, ~~it~~ they may negotiate for a contract in the open market. The Council may waive any and all irregularities.

A YES VOTE IS FOR THE PROPOSED CHARTER AMENDMENT, CHAPTER XII

A NO VOTE IS AGAINST THE PROPOSED CHARTER AMENDMENT, CHAPTER XII

☐ YES

☐ NO

***UNDERLINED AND BOLD WORDS ARE ADDITIONS TO THE CHARTER**
***STRIKETHROUGHS ARE DELETIONS FROM THE CHARTER**

PROPOSITION 5

REVISIONS

CHAPTER XIII
Public Utility Services

Shall the City of North Pole, Alaska, Home Rule Charter be amended to read as follows:

PLANS OF FACILITIES IN STREETS AND PUBLIC PLACES:

Section 13.5

The Council shall require in the Code that, as a condition to the placing or installment thereof, each public utility conducting a business in the City shall file with the ~~City Clerk~~ **Director of City Services** a duplicate copy of layout plans of pipes, conduits, wires, and other facilities and appurtenances which are to be placed on, under, or above the surface of the City's streets, alleys, bridges, easements, and public places.

A YES VOTE IS FOR THE PROPOSED CHARTER AMENDMENT, CHAPTER XIII

A NO VOTE IS AGAINST THE PROPOSED CHARTER AMENDMENT, CHAPTER XIII

☐ YES

☐ NO

***UNDERLINED AND BOLD WORDS ARE ADDITIONS TO THE CHARTER**
***STRIKETHROUGHS ARE DELETIONS FROM THE CHARTER**

PROPOSITION 6

REVISIONS

TRANSITION

PURPOSE AND STATUS OF TRANSITION CHAPTER:

Section 1. This transition chapter is to provide an orderly transition from a City organized and possessing powers delegated to it by statutory law, to a constitutional home rule charter city. It shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.

PRIOR LEGISLATION PRESERVED:

Section 2. The Code of Ordinances of the City of North Pole and all resolutions and rules of the Council, to the extent that they are consistent with this Charter, shall continue in full force, until repealed or amended. When this Charter requires the Council to adopt or provide any Code provision, any existing provision which meets such requirement shall suffice.

ELECTION TO ADOPT CHARTER:

Section 3.

(a) — This Charter shall be submitted to a vote of the qualified electors of the City of North Pole at the City election to be held on the 3rd day of November, 1970, between the hours of 8:00 o'clock a.m. and 8:00 o'clock p.m. All provisions for the submission of the question of adopting this Charter at such election shall be made as provided by law and the Code.

(b) — If a majority of the qualified voters voting on the question are in favor of the adoption of this Charter, the City Clerk shall perform all acts required to make this Charter effective.

(c) — If so adopted, this Charter shall take effect and become law at 12:01 o'clock a.m. on the 1st day of January, 1971.

CITY OFFICERS:

Section 4. Each person who is holding a City office on the effective date of this Charter shall continue to perform the duties of this office in a manner consistent with this Charter, until superseded as in this Chapter provided, without the requirement of any additional oath or bond. Until otherwise provided under authority of this Charter, the compensation of each office shall continue under and be subject to this Charter.

~~COUNCIL TO ORGANIZE FOLLOWING ADOPTION OF CHARTER:~~

~~Section 5:~~

~~If this Charter is adopted, the Council shall convene in the Council Chambers on January 2, 1971, at 8:00 o'clock p.m., and shall organize as in this Charter provided.~~

~~TRANSITION OF GOVERNMENT:~~

~~Section 6:~~

~~The Council shall resolve and provide for all matters necessary for the inauguration of the City government under this Charter and the transition from the former government of the City.~~

~~Section 7:~~

~~No right or liability of the City existing on the effective date of this Charter shall be affected in any manner by the adoption of this Charter.~~

A YES VOTE IS FOR THE PROPOSED CHARTER AMENDMENT, TRANSITION

A NO VOTE IS AGAINST THE PROPOSED CHARTER AMENDMENT, TRANSITION

☐ YES

☐ NO

Sponsored by: Mayor Bryce J. Ward
Introduced and advanced July 18, 2016
Possible Adoption: August 1, 2016

**CITY OF NORTH POLE
ORDINANCE 16-16**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13,
PUBLIC SERVICES TO ESTABLISH THE PROCESS FOR PROVIDING UTILITY
SERVICES OUTSIDE THE CITY LIMITS OF THE CITY OF NORTH POLE AND TO
UPDATE THE ORDINANCE**

WHEREAS, changes to the public services practices and policies is a continually changing requirement; and

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Title 13 is amended in the North Pole Code of Ordinances as follows:

**Title 13
PUBLIC SERVICES**

Chapters:

- 13.04 Purposes**
- 13.08 Administrative Provisions**
- 13.12 Customer Service**
- 13.16 Water Services**
- 13.20 Sewer Service**
- 13.24 Utility Rates**
- 13.28 Lien on Real Estate for Delinquent Utility Payments and Account Resolution Procedures**
- 13.32 General Provisions for Drilling Water Wells**

40 **Chapter 13.04**
41 **PURPOSES**

42 Sections:

43 **13.04.010 Scope of title.**

44
45 *A. Water and sewer services within City limits.* The City water and sewer utility, hereinafter in
46 this title called the North Pole Utility, was formed to serve the residents of the City, to
47 provide residents with the sanitation, protection and convenience afforded by a municipal
48 water and sewer utility system and to promote an improved community environment. It is the
49 intent of the ordinance codified in this title to establish the rules, regulations and methods for
50 the operation and use of the North Pole Utility to the benefit of the City residents. (Ord. 82-8
51 § 1.A, 1982)

52
53 *B. Water and Services outside the City limits. The North Pole Utility may also offer water and*
54 *sewer utility services beyond its corporate city limits so long as doing so does not impede*
55 *delivery of utility services to residents of the City or increase utility rates for City residents.*
56

57 **Chapter 13.08**
58 **ADMINISTRATIVE PROVISIONS**

59 Sections:

60 13.08.010 Utility services.

61 13.08.020 Management of the water and sewer utilities.

62 13.08.030 Basis of the City utility rate structure.

63 13.08.040 Property of the City water and sewer utilities.

64 13.08.050 Disposal of utilities, utility-owned material or equipment.

65 13.08.060 Authorized operations and maintenance personnel.

66 13.08.070 Right of inspection and access.

67 13.08.080 Service to areas outside City limits.

68 13.08.090 Service to areas outside existing assessment districts.

69
70 **13.08.010 Utility services.**

71 A. The City water utility service provides a pressurized, piped water supply used by the
72 citizens as a potable water supply and firefighting source of water. The City sewer utility
73 provides a piped wastewater collection, treatment and disposal service in a manner which
74 safeguards the health of the citizens of the City and protects the area's environment.

75
76 B. All utility improvements shall be in accordance with the most current edition of the Uniform
77 Plumbing Code adopted by the City Council, City of North Pole Construction Standards and
78 approved plans by a registered professional engineer. (Ord. 15-05 § 2, 2015; Ord. 12-01 § 2,
79 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 1.B, 1982)

80
81 **13.08.020 Management of the water and sewer utilities.**

82 A. The management of the North Pole Utility including billings, accounting and collections,
83 review of applications for utility services, preparation of contracts for utility service, and
84 enforcement of the rules and regulations of the utilities as established in the ordinance codified in
85 this title shall be the responsibility of the Mayor.

86
87 B. The operation and maintenance of the utility system including the maintenance and repair of
88 equipment, supervision of improvements to the systems, maintenance of records of operations
89 and development of an annual operating budget shall be the responsibility of the ~~City Utility~~
90 ~~Superintendent~~ *Director of City Services*.

91
92 C. Copies of all rates, rules and regulations which have been approved by the Council shall be
93 filed and maintained by the City Clerk and shall be open for inspection by the public at the office
94 of the Clerk. (Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.C, 1982)

95
96 **13.08.030 Basis of the City utility rate structure.**

97 The rate structure for the City utility services is set so as to make the Utility self-perpetuating
98 without profit accumulation. (Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.D, 1982)

99
100 **13.08.040 Property of the City water and sewer utilities.**

101 All equipment, meters, pipes, regulators, pumps, structures and other contrivances supplied by
102 the City for the North Pole Utility shall remain the property of the North Pole Utility and may be
103 removed whenever the City Council elects. (Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.E, 1982)

104
105 **13.08.050 Disposal of utilities, utility-owned material or equipment.**

106 The City may sell, lease or otherwise dispose of a municipal utility, utility-owned material or
107 equipment as per Section 13.4 of the City Charter. (Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.F, 1982)

108
109 **13.08.060 Authorized operations and maintenance personnel.**

110 Only City employees and contractors approved by the Utilities Supervisor are authorized to
111 install, repair, remove, inspect or exchange any portion of the City utility system. (Ord. 12-01 §
112 2, 2012; Ord. 82-8 § 1.G, 1982)

113
114 **13.08.070 Right of inspection and access.**

115 A. Right of Inspection. The North Pole Utility reserves the right to perform an inspection of the
116 customer's premises at any time it deems necessary to determine that all piping, fixtures and
117 related utility structures are in proper operating condition. Such inspection shall be performed in
118 normal business hours unless an emergency exists which may jeopardize the utility system or the
119 health and welfare of the citizens of the City.

B. Right of Access.

1. The North Pole Utility reserves the right to access a customer's premises to disconnect the customer's water service in the event the account has become delinquent.

2. Tampering with the North Pole Utility disconnection devices shall result in a fine of \$500 (five hundred dollars) and/or termination of water utility service. (Ord. 12-01 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 82-8 § 1.H, 1982)

13.08.080 Service to areas outside City limits.

If not within the corporate limits of the City, a property owner can make application to the City for City utility service. As a condition of service, the property owner must agree, in writing, to ~~annexation of his property into the corporate limits of the City and abide by~~ the rules and regulations of the Utility. The Council will review all applications for utility service from property owners not within the corporate limits and reserves the right to refuse service to such applicants. (Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.I, 1982)

13.08.090 Service to areas outside existing assessment districts.

A. To the extent that a property or portion thereof is not levied an assessment from an existing assessment district, a tie-in fee shall be charged upon application to the City for connection to a municipally approved or constructed water or sewer main.

B. Tie-In Charge Rates. Residential and commercial properties' water and sewer tie-in fees shall be the following:

Water service line size	Water tie-in fee	Sewer tie-in fee
3/4 inches to 2 inches	\$200	\$200
Greater than 2 inches up to 4 inches	\$250	\$250
Greater than 4 inches	\$300	\$300

C. Water service will be provided contingent upon connection to the City sewer facilities when sewer service is available (NPMC 13.12.090). Sewer service may be provided independent of City water connection when City sewer service is not available.

D. Application and payment in full of the tie-in charge shall be made before any construction commences. All construction shall be in accordance with Chapter 13.12 NPMC. The tie-in charge includes the inspection fee.

E. Private Wastewater Disposal.

1. Where a public sewer is not available under the provisions of the Uniform Plumbing Code (UPC), the building sewer shall be connected to a private wastewater disposal system complying with the same provisions and applicable City, State and Federal requirements.
2. Upon completion of construction of a sewer system extension in an area, the City shall publish a notice that sewer service is available to serve the property owners of that area.
- i. The owner of a property *located within the corporate city limits of the City of North Pole* as defined in NPMC 13.20.020(A)(4) and served by a private wastewater disposal system shall have installed or cause to be installed, at his expense, a connection to the public sewer within no less than two years from the date such sewer service is declared to be available, or any other timetable as prescribed by City Council or City code. Prior to the sale of a property served by a wastewater service system, hookup to the wastewater service is required. The connection shall be of a type and installed in a manner consistent with this chapter. Monthly wastewater fees as established by City code shall begin at time of such connection. (Ord. 12-01 § 2, 2012; Ord. 11-05 § 2, 2011; Ord. 08-25 § 2, 2008; Ord. 01-03 § 2, 2003; Ord. 00-16 § 2, 2000; Ord. 00-08 § 2, 2000; Ord. 99-18 § 2, 1999; Ord. 83-5, 1983; Ord. 82-8 § 1.J, 1982)
 - ii. *The owner of a property located outside of the corporate city limits of the City of North Pole may connect to a sewer system extension in an area. Connection to the sewer system shall be at their expense. The connection shall be of a type and installed in a manner consistent with this chapter. Monthly wastewater fees as established by City code shall begin at time of such connection.*

Chapter 13.12

CUSTOMER SERVICE

Sections:

- | | |
|-----------|-----------------------------------------------------------------------|
| 13.12.010 | Application for service. |
| 13.12.020 | Contract for utility service. |
| 13.12.030 | Construction of extensions to City utility system. |
| 13.12.040 | Permitting utility system construction and standards of construction. |
| 13.12.050 | Access to property. |
| 13.12.060 | Refusal of service. |
| 13.12.070 | Resale of service. |
| 13.12.080 | Designation of point of connection. |
| 13.12.090 | Compulsory connection to City water and sewer utility. |
| 13.12.100 | Customer accounting and payments. |
| 13.12.110 | Appeal of utility billings. |
| 13.12.120 | Vacation of property. |
| 13.12.130 | Disconnection of utility service. |
| 13.12.140 | Service interruptions. |

13.12.150 Prohibited acts.

13.12.010 Application for service.

A. To receive utility service from the City, property owners must file a completed application form for utility service with the Utility Department. The application must be signed by the property owner whose property is to receive the utility service.

B. Applicants for utility service shall be required to pay any previous indebtedness to the City, if any exists, including penalties, and the property to be served by the City's utilities must be free of all utility liens prior to being eligible for service. All special assessment payments or payments in lieu of assessment due or delinquent against the property to which the improvement is to be connected must be paid to the City prior to the connection of utility service.

C. Connection fees and established rates for utility service are as outlined in Chapter 13.24 NPMC.

D. The completed application will be reviewed by the Mayor's designee ~~Utility Superintendent~~. The North Pole Utility may require the applicant's property to be inspected by a representative of the North Pole Utility to ensure that the fixtures or equipment to be provided utility service are in good repair and in proper service and will not jeopardize the operation of the North Pole Utility.

E. In the case where an applicant is requesting service for commercial, industrial, governmental, institutional or residential property which is to be subdivided, the review may require submission of further information which will be requested in writing from the Mayor's office.

F. A new application must be made should a parcel of property for which utility service is requested change ownership. (Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.A, 1982)

13.12.020 Contract for utility service.

A. An approved application for utility service will constitute a contract between the property owner and renter and the City whereby the City agrees to provide water and sewer utility service to the property under the rules, regulations and methods established for the operation of the water and sewer utilities. Also see NPMC 13.12.100(D)(4).

1. New Property Owner. An individual, commercial enterprise or institution becomes a utility customer from the date they take ownership of a property where the property has active utility service regardless of whether they have submitted a utility contract. The new property owner is responsible for all utility charges from the date they take ownership of the property and all charges documented in the liens against the property including liens for outstanding delinquent utility bills incurred by past and current renters of the property.

2. New Renter. An individual, commercial enterprise or institution becomes a utility customer from the date they become a renter of a property where the property has active utility service regardless of whether they have submitted a utility contract. The new renter is responsible for all utility charges from the date they rent the property.

3. Landlord Responsibility for Delinquent Utility Charges. When the applicant for utility service is a renter, the property owner is legally responsibility for the renter's utility charges.

4. Rental Property with a History of Delinquencies. When a rental property has a history of delinquent utility customers, the Utility will only create a utility account in the name of the property owner. A history of delinquencies shall be defined as two or more separate renters who become delinquent on their utility accounts within a twelve-month period.

B. All contracts shall take effect from the day they are signed, or as otherwise deemed effective under the utility ordinance, whichever is earlier, and rates will be charged and bills rendered for water service from the date or dates the premises are connected with the North Pole Utility.

C. All contracts shall continue in effect thirty days after written notice of discontinuance is filed in the office of the Utility and until all charges and penalties imposed have been paid in full.

D. For utility accounts in owner-renter relationships, failure to submit a utility contract signed by the property owner and renter within thirty days of the renter beginning tenancy of a property and failure to pay in full the required utility deposit(s) is grounds for the North Pole Utility to terminate utility service to the property. A legally authorized agent of a property owner may sign in lieu of the property owner provided the agent provides proof of authority to enter into a legally binding contract on behalf of the property owner.

1. Verbal Notice. Upon learning of a renter without a signed utility contract, the Utility shall attempt to contact the renter and property owner by telephone if the Utility has viable telephone numbers to notifying them of the requirement to submit a signed contract and to pay the required deposits. The parties shall have five business days from receipt of a verbal notice to submit the signed contract and to pay the required deposits. A voice mail or other electronic verbal message is equivalent to a telephone contact for the purposes of this section. If the Utility does not have telephone contact information for the renter or property owner, the Utility shall proceed immediately to sending written notices as described in subsection (D)(2) of this section.

2. Written Notice. If the renter and property owner do not submit a utility contract signed by the renter and property owner and pay the required deposits within five business days of the telephone contact, the Utility shall send notices by certified mail to the renter and property owner if the Utility has mailing addresses and a door hanger shall be placed at the residence of the renter. The written notice shall notify the renter and property owner that they must submit a utility contract signed by the renter and property owner and pay the

required deposits within ten business days; otherwise the Utility will initiate legal action to shut off water service.

3. Termination of Water Service. If the renter and property owner do not submit a utility contract signed by the renter and property owner and pay the required deposits within ten business days after the written notices have been sent nor consent to the City entering the premises to shut off the water service, the City ~~shall initiate legal action to shut off water service at the property. Upon~~ *may initiate action to disconnect water service to the property address. Should it not be practical, at the sole discretion of the City, to disconnect the water service due to weather or other conditions, and upon* proof of compliance with this chapter, the City shall be entitled to a writ of assistance and an order allowing it to enter the premises served by the Utility for the purpose of shutting off the water service and to verify, at reasonable intervals based upon the circumstances, that the water shutoff device has not been bypassed or tampered with. If the Utility initiates legal action to terminate water service, a liquidated damages fee of \$50 (fifty dollars) shall also be assessed to the Utility account.

4. Responsibility for Costs and Liquidated Damages. The property owner and renter shall be jointly responsible for the failure to submit a signed utility contract and any associated charges, costs or attorney fees.

E. For utility accounts where the property owner is the utility customer, failure to submit a utility contract signed by the property owner within thirty days after taking ownership of the property and failure to pay in full the required utility deposit(s) is grounds for the North Pole Utility to terminate utility service to the property. Resolution of a property owner without a signed utility contract shall follow the steps listed in subsections (D)(1) through (4) of this section. (Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.B, 1982)

13.12.030 Construction of extensions to City utility system.

A. Any water distribution or sewage collection systems which are to become part of the City's utility system will be installed, financed and connected by the creation of special assessment districts, ~~service district~~ or by contract between the City and the property owner whose property is to be served by the Utility. All proposed additions to either the City water distribution system or sewage collection system shall be constructed in accordance with the design and construction standards for the City water and sewer utility system and shall be inspected and approved by the City before operation.

B. No property owner or his agent ~~or developer~~ shall commence construction of an extension of the City water or sewer system other than individual service laterals without first obtaining a permit issued by the City Council and from the State Department of Environmental Conservation. After such plans and specifications have been approved, no substantial changes therein shall be made without first submitting a detailed statement of such proposed changes to the City Council for review and approval.

C. The property owner whose property is to be served by proposed utility extensions other than individual service laterals **or developer of a utility extension** shall provide the Mayor's designee with construction plans and specifications for the installation of the utility extension. These plans and specifications shall be certified by a registered engineer in the State of Alaska and accompanied by an engineering report summarizing assumptions and design criteria. Property owners requesting individual service laterals shall submit a site plan showing location and proposed materials for approval by the ~~Utility Supervisor~~ **Director of City Services**.

D. The Mayor's designee, in reviewing applications, plans and specifications, or engineering reports, shall consider the adequacy of the project to meet present and future needs of the area served, the functional and sanitary features of the design of the project, the economics of the project as compared to possible alternatives, the availability of existing sewer facilities, and the suitability of the project with respect to present or future uses of the affected area.

E. The property owner **or developer of a utility extension** shall provide the Mayor's designee with a construction schedule so that the work may be inspected by the City. The City reserves the right to refuse utility service to the property owner if the proposed extensions are not constructed according to the City's utility construction standards. As built drawings of the utilities shall be submitted to the City as a condition of service.

F. Prior to acceptance of the utility system extension by the City, the property owner **or developer** shall grant and record utility easements as required by the City for access to and maintenance of the utility system.

G. Construction of a project for which plans and specifications have been approved must be completed and accepted within two years following approval or such approval will be void. Extensions will be granted when delays in construction are beyond the control of the property owner **or developer**. A bond may be required for the uncompleted portion of the work. (Ord. 12-02 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 00-16 § 2, 2000; Ord. 82-8 § 2.C, 1982)

13.12.040 Permitting utility system construction and standards of construction.

A. Permitting Utility System Construction. The Utility Administrative Code details the processes and requirements that shall be followed by a developer to obtain the permits required prior to constructing a utility system extension.

B. Standards of Construction. The methods and materials used to construct utility service facilities connected to the City's water and sewer utility systems shall conform to the adopted utility construction standards of the City, the standards established by the State Department of Environmental Conservation, and the Uniform Plumbing Code as modified by the City's utility construction standards. (Ord. 12-02 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 82-8 § 2.D, 1982)

352
353 **13.12.050 Access to property.**

354 Owners of property served by the City water and sewer utilities must maintain and allow year
355 round access to the service connection for inspection, maintenance and repair. (Ord. 12-02 § 2,
356 2012; Ord. 82-8 § 2.E, 1982)

357
358 **13.12.060 Refusal of service.**

359 The City reserves the right to refuse to render service to any customer when such service will
360 interfere with the City's service to its other customers, or which will cause abnormal demands
361 upon the City's facilities, or which if served will result in financial loss to the City, or which
362 would be discriminatory as to one class of customer, or where the applicant has not complied
363 with the regulations of the City concerning the rendering of utility service. Suitable protective
364 devices may be required whenever or wherever the system finds such devices necessary to
365 protect the customer's property, the property of other customers or the property of the system.
366 (Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.G, 1982)

367
368 **13.12.70 Resale of service.**

369 **A.** No purchaser of City water or sewer utility service shall connect the utility service with the
370 corresponding service of any other person or in any way resell or supply, rebill or supply any
371 other person or premises with water or sewer service through his services unless covered by the
372 terms of a written contract with the City. (Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.H, 1982)

373
374 **B.** *Any purchaser of City water or sewer utility service who connects the utility service with the*
375 *corresponding service of any other person or in any way resells or supplies, rebills or supplies*
376 *any other person or premises with water or sewer service through his services may be subject to*
377 *immediate termination of water and sewer utility services.*

378
379 **13.12.080 Designation of point of connection.**

380 The City Utility Supervisor, or his designated representative, shall determine the point at which
381 new utility services are to be connected to the City's existing utility system. (Ord. 12-02 § 2,
382 2012; Ord. 82-8 § 2.I, 1982)

383
384 **13.12.090 Compulsory connection to City water and sewer utility.**

385 **A.** Connection to the City water and sewer utility system shall be mandatory *within the*
386 *corporate city limits of the City of North Pole*, within a voter-approved special
387 assessment district or whenever the property has direct access to the municipal water
388 and/or sewer facilities and the structure on the property is within two hundred feet of the
389 municipal water and/or sewer facility. The owner of a property shall have installed or
390 cause to be installed, at his expense, a connection to the public water or sewer within no
391 less than two years from the date such service is declared to be available, or any other

timetable as prescribed by City Council or City code. Prior to the sale of a property served by the City water or sewer service system, hookup to the service is required. The connection shall be of a type and installed in a manner consistent with the North Pole Municipal Code and standards of construction. Monthly utility fees as established by City code shall begin at time of such connection. Failure to connect to available water and/or sewer service within the two-year time period shall be cause for the property owner to be billed and required to pay the applicable monthly water and/or sewer flat rate fee on an ongoing month-by-month basis. (Ord. 12-02 § 2, 2012; Ord. 04-08 § 2, 2004; Ord. 01-03 § 2, 2003; Ord. 82-8 § 2.J, 1982)

B. The owner of a property located outside of the corporate city limits of the City of North Pole may connect to a municipal water and/or sewer facilities extension in an area. Connection to the municipal water and/or sewer facilities shall be at their expense. The connection shall be of a type and installed in a manner consistent with this chapter. Monthly water fees as established by City code shall begin at time of such connection.

13.12.100 Customer accounting and payments.

A. It is the duty of the Utility to keep accounts of all property owners whose property is served by the City water and sewer utility, and to enter on such accounts all charges and penalties, and to fix meter reading dates and billing dates as necessary to efficiently execute the accounting requirements of the North Pole Utility.

B. Meters will be read on the same date each month whenever practical. The Utility reserves the right to read meters every other month and to bill the customer for consumption on an estimated basis for the intervening month. Where the meter readers are unable to gain access to the customer's premises to read the meters, the Utility may estimate the consumption until the meter readers are able to gain access.

C. Any discrepancies in utility bills must be reported in writing within thirty days after the billing date; otherwise the account will be considered correct.

D. Deposits.

1. New Account Deposits. All property owners receiving service from the North Pole Utility or having the service available shall be obligated to pay for such service in accordance with the appropriate rate schedule as outlined in NPMC 13.24.020, and shall pay a deposit as outlined below.

New account deposit

Meter size	Water deposit	Sewer deposit
3/4 inch	\$75	\$75

Meter size	Water deposit	Sewer deposit
1 inches	\$100	\$100
1 1/2 inches	\$150	\$150
2 inches	\$200	\$200
3 inches	\$225	\$225
4 inches	\$250	\$250
5 inches	\$275	\$275
6 inches or larger	\$300	\$300

2. Return of Deposit. When the customer terminates their account, they may request that the account balance at the time of account termination be charged to the deposit and any balance due the customer will be refunded from the liability account, and processed as such. Where an owner/occupant vacates the property without clearing their account of debt within thirty days from the termination of the account, the City of North Pole Utility shall deduct the balance owed to the City from the deposit plus a \$10 (ten-dollar) processing fee and return the balance to the former account holder.

3. Property Owner-Tenant Responsibilities. In the case of a property owner-tenant relationship, the property owner shall be held liable for all billings. Should ownership of the property change, the new owner shall assume all obligations of utility service including the liability for all billings. The property owner, upon request to the City, shall be provided a copy of the tenant's billing history.

4. Should legal ownership of the property serviced by the Utility change, the new owner shall immediately contact the City to establish an account. Regardless of whether a new account is established, the owner shall be fully responsible for all obligations arising from utility service to the property, including the liability for all past unpaid or ongoing utility billings documented in liens against the property, including liens for outstanding delinquent utility bills incurred by past and current renters of the property. Also see NPMC 13.12.020.

E. All charges owed by any person for sewer or water service rendered by the North Pole Utility may be billed as a unit. However, charges for water and sewer may be paid separately. For new connections, service shall be charged in proportion to the monthly charge from the date when the connection from the customer's property is made to the lines of the North Pole Utility.

F. *Repealed.*

G. Failure to make payment by the date specified on monthly statements will cause the account to become past due. A late charge of up to the maximum interest rate allowed by law will be added to the past due amount and will appear on the following bill. Failure to receive mail will

not be recognized as a valid excuse for late payments. Accounts may be assigned to a collection agency. (Ord. 12-02 § 2, 2012; Ord. 10-03 § 2, 2010; Ord. 08-25 § 2, 2008; Ord. 08-07 § 2, 2008; Ord. 01-03 § 2, 2003; Ord. 00-16 § 2, 2000; Ord. 00-11 § 2, 2000; Ord. 99-24 § 2, 1999; Ord. 82-8 § 2.K, 1982)

13.12.110 Appeal of utility billings.

A. Any *City North Pole Utility* customer who believes his utility billing is unjust and inequitable as applied to his property may make written application to the City Council requesting a review of his utility billing. The application shall include the facts and data upon which the appeal is based.

B. While awaiting Council review of his appeal, the customer shall pay the amount of the disputed bill to the City within thirty days from the mailing date to avoid becoming delinquent. Subsequent bills shall be paid in full within the prescribed time limit.

C. Payment of disputed bills as required by this section shall not be deemed to prejudice an otherwise valid contest.

D. Review of the request shall be made by the City Council who shall determine if it is substantiated or not, including recommending further study of the matter by a designated representative.

E. If the request is determined to be substantiated, the charges for the customer shall be recomputed based on the Council approved terms, and the new charges thus recomputed shall be applicable retroactively up to one year.

F. In instances where a utility customer billing appeal relates to a situation limited to forgiveness of sewer service and associated charges where the customer can document the water upon which the charges are calculated was not discharged into the sewer system, the Mayor or his designee may waive these charges without the appeal proceeding to the City Council for approval. Should such an appeal be granted by the Mayor or his designee, he shall report the waiver of these charges to the City Council. (Ord. 12-02 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 2.L, 1982)

13.12.120 Vacation of property.

Each customer about to vacate any premises receiving water and/or sewer services from the North Pole Utility shall give the North Pole Utility written notice of his intentions at least ten days prior thereto, specifying the date service is to be discontinued; otherwise, he will be responsible for all North Pole Utility water and/or sewer charges until the North Pole Utility receives notice of such removal. At the time specified by the customer that he expects to vacate

the premises where service is supplied, a closing bill will be rendered which is payable immediately. (Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.N, 1982)

13.12.130 Disconnection of utility service.

A. North Pole Utility service may be disconnected if any charge has not been paid in full on the date it becomes delinquent or for any other reason established by City of North Pole ordinances.

B. A notice of disconnect shall be served by an officer of the City of North Pole at a minimum of seventy-two hours in advance of the disconnection. To halt the disconnection the customer shall pay all outstanding utility charges, including all interest and liquidated damages payments, in advance of the action to disconnect. In situations involving disconnection, The City shall only accept payment in cash or certified check. If it is necessary to issue a disconnect order for nonpayment of any North Pole Utility service a \$100 (one-hundred-dollar) processing charge shall be added to the customer's bill. In case service is disconnected for any violation of the provisions of this chapter, or under this section, such service shall not be furnished or resumed to the delinquent customer at the premises or any other premises where the delinquent customer applies for service until all arrears have been paid in full and a reconnect fee has been paid.

C. Whenever it is necessary for the North Pole Utility to discontinue the utility service to enforce the collection of a delinquency, a \$250 (two-hundred-fifty-dollar) reconnect fee will be charged in addition to the delinquent amount and both amounts must be paid before the utility service will be restored. The North Pole Utility will not be responsible for any damages or freezing occurring as a result of discontinuance of service for unpaid billings. In addition, the customer shall pay all associated costs, including but not limited to excavation, repaving, compacting, etc. Monthly billings for water and sewer charges shall be continued on the delinquent account. The property owner shall be responsible for all charges and attorney's fees thus incurred. (Ord. 12-02 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 82-8 § 2.O, 1982)

13.12.140 Service interruptions.

The North Pole Utility reserves the right to temporarily suspend services when necessary for the purpose of new installations, repairs, testing, modification, expansion, correction or replacement of the system. The Utility will attempt to notify affected utility users of impending service interruptions where possible and where not precluded by emergency conditions. The Utility will exercise reasonable diligence in avoiding inconvenience which may arise out of necessary service interruptions. North Pole Utility shall not be liable to the customer for breach of contract or any loss or damage which may be caused by failure of the Utility to deliver service. (Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.P, 1982)

13.12.150 Prohibited acts.

A. No person without first obtaining a permit from the City of North Pole shall be allowed to make a connection to any facility of the North Pole Utility or to make alterations in any conduit, pipe or other fitting connecting directly therewith, or to connect pipes where they have been disconnected, or to turn water service on or off to any premises. No person other than an authorized employee of the North Pole Utility may turn on or turn off any water main of the North Pole Utility system.

B. A violation for the purposes of this section shall be any individual unpermitted act listed below:

1. Connecting to a water main;
2. Connecting to a sewer main;
3. Making alterations in any conduit, pipe or other fitting connecting directly to a water main, sewer main, service connection or other utility facility;
4. Connecting pipes where they have been disconnected;
5. Turning water service on to a premises;
6. Turning water service off to a premises;
7. Turning on a water main;
8. Turning off a water main;
9. Turning on a fire hydrant without Utility Department authorization;
10. Turning off a fire hydrant without Utility Department authorization.

C. Violations of the provisions of this section shall constitute a violation. The person or entity responsible violating this section of the Municipal Code shall be subject to a fine of up to \$1, 000 (one thousand dollars) for each violation plus be liable for any damages to City and private property; any City-related expenses to correct a violation; and for the estimated value of any discharged water or wastewater. (Ord. 12-02 § 2, 2012; Ord. 09-06 § 2, 2009)

**Chapter 13.16
WATER SERVICES**

Sections:

- 13.16.010 Utility rates, fees and charges.
- 13.16.020 Additional conditions of service.
- 13.16.030 Multiple water services.
- 13.16.040 Bulk and temporary water sales.
- 13.16.050 Liability.
- 13.16.060 Prohibited acts.

575 **13.16.010 Utility rates, fees and charges.**

576 A. Rates for the installation of water meters, connection fees and monthly user charges are set
577 forth in Chapter 13.24 NPMC.

578
579 B. The customer provides and pays for all expenses required to install the necessary water pipe,
580 valves, fittings to connect his property to the North Pole Utility water distribution system at the
581 point of connection designated by the Utility Supervisor or his designated representative. ~~Water~~
582 ~~meters are installed by the City under the conditions outlined in Chapter 13.24 NPMC. Water~~
583 ~~meters shall be installed by a contractor licensed in the State of Alaska and the installation shall~~
584 ~~be inspected by the Utility Supervisor or their designee.~~ (Ord. 12-03 § 2, 2012; Ord. 82-8 § 3.A,
585 1982)

586
587 **13.16.020 Additional conditions of service.**

588 A. All residential, commercial, educational, industrial, institutional and governmental users
589 shall be metered. Water meters may be installed at any time deemed necessary by North Pole
590 Utility in accordance with the requirements of the Utility. Installation must conform to the utility
591 standards of construction.

592
593 B. The City may refuse to permit any person to connect to a water main or to be served directly
594 or indirectly by water from North Pole Utility, and may refuse to accept a water main for
595 operation and maintenance purposes unless the main was constructed and installed pursuant to a
596 written agreement with the City or the City can otherwise assure itself that the main was
597 constructed and installed in compliance with the applicable requirements and specifications of
598 the North Pole Utility.

599
600 C. North Pole Utility will maintain and repair all mains that have been accepted for
601 maintenance and operation by the Utility but will not be responsible for maintaining the
602 customer's service connection or for damage to the service connection caused by freezing that
603 results from negligence or a willful act on the part of the customer.

604 D. The customer's service from point of connection to the City main or the customer's building
605 plumbing shall be kept in repair by the owner or occupant of the premises, who shall be
606 responsible for all breaks in the line and for any damages resulting incidentally therefrom, other
607 than those caused by acts of the North Pole Utility. The City shall not be responsible for damages
608 in service lines freezing resulting from the shut down of a customer's service for a delinquent
609 account. In the case of a frozen water service, the customer shall be responsible for thawing the
610 service line from the main to the building unless the freezing condition can subsequently be
611 demonstrated to have been the result of a malfunction of the City's utility system beyond the
612 control of the customer.

- 613 1. Exposing a Customer Service Line Break and/or Disconnecting Service in the Event of a
614 Service Line Break. In the event of a customer service line break resulting from freezing or

other causes, the North Pole Utility shall disconnect as quickly as is feasible the service to the broken service line to protect public health and safety and to limit damage to public and private property.

~~2.—Responsibility for Expenses for Exposing a Customer Service Line Break and/or Disconnecting Service and the Repair of Customer Water Service Line Breaks. In the event of a customer water service line break not resulting from negligence or a willful act on the part of the customer, as determined by the North Pole Utility in its sole discretion, the North Pole Utility may share up to fifty percent of the costs associated with repairing the break in the utility right-of-way and adjacent properties affected by the repair. The North Pole Utility shall not be responsible for any of the expenses associated with repairing a customer water service line on the customer's property other than if the break is caused by a freezing condition and/or other causes that can by a preponderance of the evidence subsequently be demonstrated to have been the result of a malfunction of the North Pole Utility.~~

E. All persons, prior to receiving service from the North Pole Utility, shall provide a separate shutoff valve inside the building or structure for which service is being requested. The valve shall be located on the service line entering the building, ahead of any branch lines, where it is readily accessible in the event of emergency.

F. The customer service line wherein the point of connection is in excess of fifty feet of the City main water line shall have installed an approved circulation pump system. A circulation pump may also be required in any event where freeze up has occurred, regardless of the distance of the main from the point of connection.

G. Installation of Water Connection and Water Supply Line.

1. All water connections shall be installed and mains tapped by a contractor licensed by the State of Alaska. As a prerequisite to commencing any work on the Utility, the contractor shall obtain a permit from the Utility Department where they must furnish:

- a. State of Alaska contractor's license number;
- b. Proof of workman's compensation insurance, if required by law;
- c. A bond in the amount of \$5,000 (five thousand dollars) if the work is occurring in or will affect a City of North Pole road right-of-way;
- d. Proof of payment of City of North Pole Utility tie-in fees (NPMC 13.08.090(B));
- e. Should the work be in or directly affect a State of Alaska road right-of-way, proof of authorization to work in this right-of-way;
- f. Should the work be in or directly affect private property other than the property owner for whom the utility connection is for, proof of authorization to work in this private property;
- g. Should the work or utility connection require an easement or vacation of an easement, proof that the easement or vacation has been obtained;

h. Other proof of capability to perform such work as required by the Utility Department;

i. Commencing work without a permit from the Utility Department shall be subject to fines as specified in NPMC 13.12.150, Prohibited acts.

2. A minimum of forty-eight hours' notification is required to schedule an inspection by the North Pole Utility.

3. All work must be inspected by the North Pole Utility before water is returned to the main and the work is covered. Work not inspected by the North Pole Utility before it is covered shall be reexcavated for inspection by the North Pole Utility at the owner's expense.

4. The service line connection shall be installed according to the City of North Pole Utility Standards of Construction. (Ord. 12-03 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 04-08 § 2, 2004; Ord. 01-13 § 2, 2001; Ord. 00-16 § 2, 2000; Ord. 85-4 § 1, 1985; Ord. 82-8 § 3.B, 1982)

13.16.030 Multiple water services.

In buildings occupied by two or more water customers, the water service to each customer must be individually metered and adequately valved to permit disconnection of any customer without interrupting service to the other customers in the building. Existing services that do not meet these requirements will be disconnected, unless the owner of the building has:

A. Secured a contract arrangement with an approved contractor to modify the water service to meet these requirements; or

B. Has contracted to be the sole customer for the water service and has had a master water meter installed to meter all water used in the building; or

C. Has entered into an agreement with the North Pole Utility to guarantee payment of all water service into the building. (Ord. 12-03 § 2, 2012; Ord. 82-8 § 3.C, 1982)

13.16.040 Bulk and temporary water sales.

Bulk water sales shall be charged at the current *bulk water* per gallon water charge, including facilities repair and replacement charge, plus a service charge which shall be a minimum of \$25 (twenty-five dollars) or ten percent of the transaction, whichever is greater. Each discharge of water shall be considered an individual transaction and subject to a service charge. (Ord. 12-03 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 3.D, 1982)

13.16.050 Liability.

A. The North Pole Utility shall not be held liable for damage by fire, flooding, freezing, or other causes resulting from defective piping, fixtures or appliances on the customer's premises supplied with water from the North Pole Utility.

B. Inspection of piping, fixtures and appliances shall not create any liability against the North Pole Utility or the employees thereof for damages to persons or property resulting from defective piping, fixtures or appliances on the premises. (Ord. 12-03 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 3.E, 1982)

13.16.060 Prohibited acts.

A. No person without first obtaining a permit from the City of North Pole shall be allowed to make a connection to any facility of the North Pole Utility or to make alterations in any conduit, pipe or other fitting connecting directly therewith, or to connect pipes where they have been disconnected, or to turn water service on or off in any premises. No person other than an authorized employee of the North Pole Utility may turn on or turn off any water main of the North Pole Utility system.

B. No person other than an authorized employee of the North Pole Utility or a member of the Fire Department in connection with official duties may connect to, turn on, or turn off any fire hydrant located on the North Pole Utility system without first obtaining a contract from the City. Illicit connection to, turn-ons or turn-offs of any fire hydrant shall result in a fine of \$1,500 (one thousand five hundred dollars) plus liability for the estimated value of any discharged water and liability for damage to all public or private property caused by the illicit connection to or turn-on or turn-off of a fire hydrant.

C. No person may allow a premises or facility which is served by the North Pole Utility to be connected to another water system, including a private well or other on-property facility, or to have service from another system readily available to the premises or facility in such a manner that the integrity of the North Pole Utility water service may be jeopardized. Notwithstanding the prohibitions of this section, standby service may be permitted by the North Pole Utility to customers, such as hospitals, clinics or government facilities, if it is determined that the failure of the water supply would be detrimental to the public health, welfare or security; provided, that such a customer must install at his own expense a backflow preventer of a type approved by the Utility ~~Supervisor~~ Superintendent or his designated representative, prior to commencement of service.

D. In accordance with the latest adopted edition of the Uniform Plumbing Code, the North Pole Utility will not permit any cross-connection and will discontinue service to any persons or premises where a cross-connection exists. The property owner will be responsible for any expenses associated with disconnection and reconnection of utility service. Service will not be restored until the cross-connection is eliminated. Customers using water from one or more sources in addition to receiving water from the North Pole Utility on the same premises shall maintain separate systems for each, and the North Pole Utility's water supply facilities shall be

separated from any and all other systems by an air gap of not less than one foot, or if in the ground, by not less than five feet.

E. *Repealed by Ord. 12-03.*

F. No person may furnish or provide water with or without charge to another premises located in an area where a service connection could supply water from the North Pole Utility. *The service may be disconnected for any utility customer performing such acts.*

G. No person may waste water supplied by the North Pole Utility. In the event that water wasting is found to jeopardize the functioning of the North Pole Utility, the North Pole Utility may disconnect the service where water is being wasted. (Ord. 12-03 § 2, 2012; Ord. 09-06 § 3, 2009; Ord. 08-25 § 2, 2008; Ord. 00-16 § 2, 2000; Ord. 82-8 § 3.F, 1982)

Chapter 13.20

SEWER SERVICE

Sections:

13.20.020 Policies and conditions of service.

R. Private Wastewater Disposal.

1. Where a public sewer is not available under the provisions of the Uniform Plumbing Code (UPC), the building sewer shall be connected to a private wastewater disposal system complying with the same provisions and applicable City, State and Federal requirements.

2. Upon completion of construction of a sewer system extension in an area, the City shall publish a notice that sewer service is available to serve the property owners of that area.

i. The owner of a property located within the corporate city limits of the City of North Pole as defined in NPMC 13.20.020(A)(4) and served by a private wastewater disposal system shall have installed or cause to be installed, at his expense, a connection to the public sewer within no less than two years from the date such sewer service is declared to be available, or any other timetable as prescribed by City Council or City code. Prior to the sale of a property served by a wastewater service system, hookup to the wastewater service is required. The connection shall be of a type and installed in a manner consistent with this chapter. Monthly wastewater fees as established by City code shall begin at time of such connection.

ii. The owner of a property located outside of the corporate city limits of the City of North Pole may connect to a sewer system extension in an area. Connection to the sewer system shall be at their expense. The connection shall be of a type and installed in a manner consistent with this chapter. Monthly wastewater fees as established by City code shall begin at time of such connection.

3. Tie-in fees for new service areas are to be established by resolution of the Council. Tie-in fees are due at time of connection; however, arrangements may be made to amortize tie-in fees over a twelve-month period.

4. Failure to connect to available sewer service within the two-year time period shall be cause for the property owner to be billed and required to pay the applicable monthly wastewater fee on an ongoing month-by-month basis. In addition, the tie-in fee becomes due and payable; however, arrangements may be made to amortize tie-in fees over a twelve-month period.

5. Failure to connect or pay applicable fees within three years of notice shall be cause for the City to file a lien against said property for outstanding tie-in fees and/or wastewater fees. Such lien shall be reviewed annually and may be adjusted to reflect actual outstanding balances.

S. Building Sewers. All building sewers shall be installed in complete accordance with provisions of the Uniform Plumbing Code.

T. Service Connection.

1. No unauthorized person(s) shall uncover, make any connections with or openings into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written sewer connection permit from the Mayor or designated representative.

2. Where construction, repair, maintenance and excavation in public streets are involved, see North Pole Water and Sewer Standards of Construction.

3. The owner shall be responsible to the City for any loss or damage that may directly or indirectly be occasioned by the installation of the service connection.

4. All requested permit applications shall be screened and evaluated by the ~~Utility Manager~~ *Director of City Services* and the Mayor or designated representative to determine the following:

- a. The quantity and characteristics of the sewage to be introduced;
- b. The availability of a public sewer;
- c. The sufficiency of the public sewer capacity;
- d. The commitment of the owner for payment of assessments;
- e. The commitment of the owner to comply with all provisions of this code.

Unacceptability of any item above shall be sufficient grounds for denying the application. The applicant, if required by the City, shall provide such data as is necessary for the above determination.

5. Every service line shall contain cleanouts outside the building as required by the Uniform Plumbing Code.

6. All structures shall contain a backwater valve to prevent sewer backup inside the confines of the structure as required by the most current edition of the Uniform Plumbing Code adopted by the City.

7. Individual Sewer Services. Independent and separate sewer services shall be provided on each lot for all buildings within the City or that are to be ultimately connected to the municipal sewer system. Common sewer services are expressly prohibited in zero lot line and townhouse developments. Condominiums or planned unit developments with specific association agreements subject to the City's review and satisfaction may be allowed as exceptions. The customer provides and pays for all expenses required to install the necessary sewer pipe, fittings, cleanouts, manholes and pump stations required to connect the property to the City sewer at the point of connection designated by the Utility Supervisor or his designated representative.

8. Sampling and Observation Station. When required by the Utility, any commercial or industrial user shall install a suitable sampling station on his property to facilitate observation, sampling and measurement of wastes. Such station, when required by the North Pole Utility, shall be accessible and safely located and shall be constructed in accordance with plans approved by the North Pole Utility. Installation and maintenance expense shall be the responsibility of the property owner.

9. All commercial kitchens and other food processing facilities shall furnish, install and maintain a grease trap/interceptor to trap animal and vegetable based greases and oils in accordance with the Uniform Plumbing Code and the local limits criteria listed in subsection (F)(2) of this section. Final acceptance of such a device and the operation and maintenance plan to ensure its proper performance is subject to approval by the North Pole Utility ~~Department~~. Further applicability and information on this requirement can be obtained from the North Pole Utility.

10. Installation of sewer stub line and sewer connections:

a. All sewer stub lines shall be installed and mains tapped by a contractor licensed by the State. As a prerequisite to commencing any work on the Utility, the contractor shall furnish:

- i. Contractor's license (State of Alaska);
- ii. Proof of workman's compensation insurance, if required by law;
- iii. A bond in the amount of \$5,000 (five thousand dollars);
- iv. Other proof of capability to perform such work as required by the ~~Public Works Director~~ *Director of City Services*.

b. The party or parties installing the building sewer line portion outside the street right-of-way need not meet the requirements of a bonded contractor as outlined above, but they shall make the City aware of their capabilities to perform such work. Those installing this portion of the water service line will, however, be required to meet the same material and workmanship qualifications outlined in the City of North Pole Standard of Construction Specifications.

U. Maintenance and Repair. Users shall be responsible for all maintenance and repair of their service line, connection cleanouts, backwater valves, and shall further be responsible for the

removal of soft plugs or debris which accumulate in their service line or connection as well as frozen service line and connections. Users shall ensure that all-weather access is available to sewer system personnel for cleanouts, valves, control manholes and pretreatment facilities located on user property.

V. Claim for Sewage Blockages.

1. Subject to the provisions of subsection (V)(2) of this section, if it is determined that a backup problem stems from a blockage within a City sewer easement or a main line plug and the property owner notifies the sewer manager prior to incurring costs for cleaning and/or thawing, the customer is eligible for reimbursement of such costs.

2. If it is determined that a backup problem stems from a blockage or other malfunction existing within a sewer interceptor or lateral located within the City easement, and if it is determined that such interceptor or lateral was installed by a person, corporation or other entity who, at the time of such installation, was not under contract with the City to install such improvements, then and in such event, the property owner shall have the burden of showing that the person, corporation, or other entity responsible for such installation complied with the provisions of this code prior to connection to the municipal sewer system. If such compliance cannot be established, the customer shall not be eligible for reimbursement of the costs of cleaning and/or thawing, or repairing such broken connection or other obstruction.

3. The City will reimburse the customer for steam thawing when performed by a licensed bonded contractor if:

- a. It is determined that the total cost has been paid to the vendor; and
- b. An original copy of the vendor's invoice, marked paid, is submitted to the City within one hundred twenty days of the date the work was performed; and
- c. When it has been determined that the backup and/or freezing was caused by a main line plug.

4. Liability resulting from blockages shall be limited in any event to reimbursement for correction of the blockage.

W. Liability for Damages Due to Failure of Service. The sewer utility will exercise reasonable diligence in furnishing utility service in compliance with applicable laws and regulations but will not be liable for damage caused by interruptions to service, irregularity of services, or failure of service which occurs as a result of failure of utility facilities, accidents, acts by third persons, or circumstances beyond the Utility's reasonable control.

X. Service Interruptions. The sewer utility reserves the right to temporarily suspend services when necessary for the purpose of new installations, repairs, testing, modification, expansion, correction or replacement of the system. The Utility will attempt to notify affected utility users of impending service interruptions where possible and where not precluded by emergency

conditions. The Utility will exercise reasonable diligence in avoiding inconvenience which may arise out of necessary service interruptions.

Y. Disclaimer of Warranty. Any approval by the City of a type, kind or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose, nor shall any written or oral agreement as to limits of constituents of volume of waters or waste be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose. The utility expressly disclaims warranty to facilities installed by users or by users' representatives. (Ord. 15-05 § 2, 2015; Ord. 12-15 § 2, 2012; Ord. 04-08 § 2, 2004; Ord. 01-03 § 2, 2003; Ord. 00-16 § 2, 2000; Ord. 98-16 § 2, 1998; Ord. 88-1 § 2, 1988; Ord. 87-12 § 3, 1987)

Chapter 13.24 UTILITY RATES

Sections:

- 13.24.020 Metered water and sewer utility rates.
- 13.24.030 Senior determination.
- 13.24.040 Emergency utility customer payment fund.
- 13.24.050 Meter installation.
- 13.24.080 Significant industrial user charges.
- 13.24.090 Fee for connection to City utility mains.
- 13.24.100 Negotiated rates.
- 13.24.110 Flat rates.
- 13.24.120 Account deposits.
- 13.24.130 Round-Up utility rate.

13.24.020 Metered water and sewer utility rates.

Monthly water and sewer utility rates beginning January 1, 2016, shall be the following:

Customer class	Per gallon water	Monthl y base water charge	Per gallon sewer charge¹	Monthly base sewer charge	FRR² – Water per gallon charg e	FRR²– Sewer per gallon charge	FRR² Significant industrial discharger , sewer
Single-family residential	\$0.01705	\$5	\$0.0134 0	\$5	\$0.002 5	\$0.002 5	—

Customer class	Per gallon water	Monthly base water charge	Per gallon sewer charge ¹	Monthly base sewer charge	FRR ² – Water per gallon charge	FRR ² – Sewer per gallon charge	FRR ² Significant industrial discharger, sewer
Senior single-family residential	\$0.008525	\$5	\$0.00670	\$5	\$0.0025	\$0.0025	–
Multifamily residential	\$0.01705	\$25	\$0.01340	\$25	\$0.0025	\$0.0025	–
Senior multifamily residential	\$0.01705	\$25	\$0.01340	\$25	\$0.0025	\$0.0025	–
Commercial	\$0.01705	\$25	\$0.01340	\$25	\$0.0025	\$0.0025	–
Commercial/significant industrial discharger	\$0.01705	\$25	\$0.01340	\$25	–	–	\$0.003911
Bulk water charge	\$0.03						
Fire hydrant meter	\$0.03	\$500 deposit ³					

1. The monthly sewer charge for the months of May, June, July and August will be capped at an amount not to exceed the average of the water usage during the months September through April for single-family and senior single-family residential customers only.

2. Facility repair and replacement: funds generated to repair and replace utility capital infrastructure.

3. Fire hydrant meter deposit: The deposit is returned if the equipment is returned in good working order with no damages. Any damages to the equipment are deducted from the deposit. Any damages in excess of the deposit are added to the customer's bulk water charges invoice. (Ord. 15-22 § 2, 2015; Ord. 13-16 § 2, 2013; Ord. 12-24 § 2, 2013; Ord. 12-04 § 2, 2012; Ord. 11-11 § 2, 2011; Ord. 11-01 (Substitute A) § 2, 2011; Ord. 11-01 § 2, 2011; Ord. 08-25 § 2, 2008)

13.24.030 Senior determination.

~~A.~~ Senior Single-Family Residential. Senior citizens sixty-five two-and-one-half years or older need only submit a Utility Discount Rate Request Form once to receive the discounted rate for the duration of their utility account with the City.

~~B. Senior, Multifamily Residential. Multifamily facilities that serve senior clientele are eligible to receive senior multi-family residential utility rates. To be eligible to receive the low-income multifamily residential utility rates, the facility must have a minimum of seventy percent of their beds dedicated to individuals sixty-five years and older. (Ord. 12-04 § 2, 2012)~~

13.24.040 Emergency utility customer payment fund.

A. Purpose of the Emergency Fund. The City of North Pole recognizes that residential utility customers can encounter emergency situations that make paying their monthly utility bills a hardship. To help prevent residential utility customers' utility accounts becoming delinquent, the City has created the emergency fund. A residential utility customer facing an emergency that could cause them a financial hardship may apply for temporary assistance to pay a portion or their entire North Pole Utility bill.

B. Contributing to the Emergency Fund. North Pole Utility customers shall be provided with the option to contribute to the emergency fund. Customers will be provided the option to contribute any sum they wish to the emergency fund either as an addition to their utility payment or as a separate payment. Provision will be provided on monthly utility bills for customers to make donations to the emergency fund. When terminating their utility accounts, customers will be provided the option to transfer all or part of their deposits to the emergency fund. Contributions to the emergency fund are not tax deductible. The City at its discretion may make a contribution to the emergency fund. Any City funds contributed to the emergency fund cannot at a later date be withdrawn by the City from the fund.

C. Management of Emergency Funds. All funds contributed to the emergency fund shall be deposited in a dedicated interest earning account wholly separate from the operating funds of the City. Emergency funds can only be used to offset North Pole water and sewer utility bills of residential utility customers requesting assistance. Emergency funds cannot be used to pay utility assessments; liquidated damages payments; commercial or multifamily utility bills; utility tie-in fees; or accounts delinquent for nonemergency reasons. The purpose of the emergency fund is to provide temporary assistance to utility customers facing short-term hardships and not to provide ongoing utility bill subsidies for utility customers. ~~Applicants for emergency assistance eligible for the low-income single-family residential utility rates will be encouraged to apply for these rates.~~

D. Awarding of Emergency Funds.

1. Emergency Fund Committee. An independent committee recommended by the Mayor and approved by the City Council shall recommend emergency fund awards to utility customers applying for assistance to pay their monthly North Pole Utility bills. The committee shall be composed of no more than seven members, but always an odd number. The Director of City Services or his representative shall be an ex officio member of the

committee. A minimum of a majority of the committee must be present at a meeting to recommend an award of emergency funds. In the event a quorum of the committee is unable to meet in time to make award recommendations to the Mayor, the Mayor has the authority to make awards without the committee's recommendation. In the event the Mayor must make awards without the committee's recommendation, the Mayor shall provide a written explanation of the reason he has authorized a payment from the emergency fund and the criteria he used for making the payment authorization. All recommendations made by the committee, Mayor correspondences authorizing payments and records of payments from the emergency fund shall be maintained by the City Clerk.

a. Guidelines for Awarding Emergency Funds.

i. Significant decline in household income to one hundred fifty percent or below the poverty level as defined by *the most current federal Health and Human Services Poverty Guidelines*. ~~in NPMC 13.24.030.~~

ii. Unexpected major household expenses like medical, emergency home repair, emergency automobile repair, etc.

iii. Changes in family status like divorce, separation, or deployment of a military spouse.

iv. Other criteria as documented by the committee and/or Mayor.

2. Awarding Emergency Funds. The committee can recommend award assistance no greater than funds available in the emergency fund and cannot recommend awards that create a financial liability for the City. No applicant for an emergency fund award can receive an award that exceeds \$125 (one hundred twenty-five dollars) per month. Awards are not cash payments but direct transfers from the emergency fund to the North Pole Utility to offset the applicant's utility bill. The committee will make its recommendations in writing for awards from the emergency fund to the Mayor. The Mayor has final authority for approving emergency fund awards.

3. Application for Emergency Fund Award. A North Pole Utility customer seeking an award from the emergency fund to help them pay all or part of their North Pole Utility bill shall provide a written explanation of why they need an award. The explanation shall include the dollar amount of their utility bill and the dollar amount of their award request. Applicants shall submit their request for an award no later than the twentieth of the month. If the twentieth of the month falls on a weekend or holiday the application is due on the first business day following the twentieth. (Ord. 12-04 § 2, 2012; Ord. 08-25 § 2, 2008)

13.24.050 Meter installation.

Water meters are required on all services connected to the City water system or sewer system. Meters shall be installed at the time of service connection to the North Pole Utility and utility billing shall begin at the time of service connection. All new construction with access to the City water system must install a meter loop to facilitate meter installation. The North Pole Utility will furnish an approved meter for each service. The customer shall ensure that the North Pole Utility

has access to the meter for repair, replacement and performance of maintenance on the meter. All meters must be installed in a heated/conditioned space. (Ord. 12-04 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 04-08 § 2, 2004; Ord. 01-13 § 2, 2001; Ord. 00-16 § 2, 2000; Ord. 99-14 § 2, 1999; Ord. 97-18 § 3, 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 82-8 § 5.E, 1982)

13.24.080 Significant industrial user charges.

In addition to the commercial rate cited in NPMC 13.24.020, significant industrial users (SIU), as defined in NPMC 13.20.010(D), shall be subject to the following added charges:

A. Facilities Replacement Rate. This rate shall offset the cost of the City's facilities used by the SIU. These funds will provide for replacing, increasing and/or augmenting the facilities so used to accommodate the private and commercial usage originally planned for.

1. The following table contains the factors that shall be used in calculating the FRR:

	LIFE	INTEREST	
COMPONENT	(Months)	(Annum)	CRF
Lift stations	120	7%	0.0116
Treatment works	240	7%	0.0078
Sewer lines	480	7%	0.0062

i = Interest rate = 7.00%/year

CRF = Capital recovery factor (uniform series)

C = Construction value = Cost of major component

Q_{siu} = SIU flow (k gal./mo.)

Q_{des} = Design capacity flow (k gal./mo.)

FRR = Facilities replacement rate (\$/k gal.)

Each major component (lift station, lagoon, sewer line) of the SIU flow path shall be considered separately as to its design life and SIU proportion of flow capacity. The aggregate sum of the component shares shall be divided by the estimated total SIU monthly flow to arrive at a rate.

$$FRR = \frac{Q_{siu}}{Q_{des}} \times C \times CRF + \text{for each major component} \times \frac{1}{Q_{siu}}$$

The FRR shall be revised whenever there is a significant change in any of the affecting factors, but not more than once a year.

C. High Strength Surcharge. In order to maintain a high quality of treatment and effluent discharge to the public waterways, it is the intention of the City to require any SIU to

pretreat their sewage to meet the regulating parameters set forth in this section. If the SIU's discharge into the City's system exceeds these parameters due to an accidental discharge, the SIU shall in addition to the requirements in other sections and any fines and penalties be subject to the following high strength surcharge (HSS):

$$\text{HSS} = \frac{\text{BOD}_{\text{siu}} (\text{excess})}{200 \text{ mg/l}} \times R + \frac{\text{TSS}_{\text{siu}} (\text{excess})}{200 \text{ mg/l}} \times R + \frac{\text{COD}_{\text{siu}} (\text{excess})}{500 \text{ mg/l}} \times R + \frac{\text{T}_{\text{siu}} (\text{deficit})}{36^{\circ}\text{F}} \times R$$

where:

BOD_{siu} (excess) = BODs of significant industrial user's discharge, minus 200 mg/l.

TSS_{siu} (excess) = Total suspended solids of significant industrial user's discharge, minus 200 mg/l.

COD_{siu} (excess) = COD of significant industrial user's discharge, minus 500 mg/l.

T_{siu} (deficit) = 45°F minus temperature of significant industrial user's discharge at the point of connection.

R = The commercial rate cited in NPMC 13.24.020.

The duration of HSS shall be from last permit compliant sample to the succeeding permit compliant sample measured by either the City or the SIU.

This charge applies only when the SIU discharge into the City's system exceeds two hundred milligrams per liter BOD⁵, and/or two hundred milligrams per liter total suspended solids, and/or five hundred milligrams per liter chemical oxygen demand, and/or the temperature is less than forty degrees Fahrenheit.

C. SIU-Specific IPP Fees. In addition to all other charges under this chapter, each SIU shall pay for any services specifically associated with that SIU for the administration, monitoring, or enforcement of the IPP. SIU-specific IPP services shall include, but are not limited to, IPP development costs, permit application and renewal, plan review, IPP compliance monitoring laboratory and inspection work, and spill or permit violation response work. The charges for such services will include the City's direct costs including charges from subcontractors, plus an administrative overhead fee from the City, and will be charged directly to the SIU. (Amended during 2015 reformat; Ord. 12-15 § 3, 2012; Ord. 12-04 § 2, 2012; Ord. 08-05 § 2, 2008; Ord. 01-16 § 2, 2001; Ord. 97-18 § 3, 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 93-6 § 2, 1993; Ord. 88-1 § 2, 1988; Ord. 87-12 § 3, 1987)

13.24.090 Fee for connection to City utility mains.

Repealed by Ord. 12-04. (Ord. 08-05 § 2, 2008; Ord. 98-16 § 2, 1998; Ord. 97-18 § 3, 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 93-6 § 2, 1993; Ord. 87-12 § 3, 1987; Ord. 82-8 § 5.G, 1982)

13.24.100 Negotiated rates.

Rates for special or temporary usage of utility services which are not strictly addressed in this chapter shall be established by the City Council on an individual case basis. (Ord. 12-04 § 2, 2012; Ord. 97-18 § 3, 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 93-6 § 2, 1993; Ord. 87-12 § 3, 1987; Ord. 82-8 § 5.H, 1982)

13.24.110 Flat rates.

Customers whose water service is unmetered or whose water meter is nonfunctional or the Utility is unable to replace the water meter shall be charged the following flat rates based upon their customer class. Customers' failure to connect to available water and/or sewer service within the mandated two-year time period shall be cause for the property owner to be billed and required to pay the applicable monthly water and/or sewer flat rate fee on an ongoing month by month basis as per NPMC 13.12.090, Compulsory connection to City water and sewer utility. Monthly water and sewer utility flat rates beginning January 1, 2012, shall be the following:

Customer class	Water	Monthly base water charge	Sewer	Monthly base sewer charge	FRR water	FRR sewer	FRR significant industrial discharger, sewer	Total monthly charge
Single-family residential	\$50	\$5	\$50	\$5	\$5	\$5	—	\$120
Senior single-family residential	\$25	\$5	\$25	\$5	\$5	\$5	—	\$70
Multi-family residential	\$100	\$25	\$100	\$25	\$10	\$10	—	\$270
Senior multi-family residential	\$100	\$25	\$100	\$25	\$10	\$10	—	\$270
Commercial	\$200	\$25	\$200	\$25	\$20	\$20	—	\$490
Commercial/ significant industrial discharger	\$1,000	\$25	\$1,000	\$25	—	—	\$100	\$2,150

(Ord. 12-04 § 2, 2012)

1106 **13.24.120 Account deposits.**

1107 A. Creation of Water and Sewer Utility Accounts.

1108 1. Deposits, Water. There is a \$75 (seventy-five-dollar) deposit required to open a utility
1109 water account.

1110 2. Deposits, Sewer. There is a \$75 (seventy-five-dollar) deposit required to open a utility
1111 sewer account.

1112
1113 B. Return of Utility Account Deposit.

1114 1. An account holder with no delinquent utility charges or other delinquent charges owed
1115 to the City of North Pole during the account holder's first twenty-four months of their utility
1116 account shall receive one hundred percent of their deposit(s) returned to them.

1117 2. An account holder with only one month where their account carried delinquent utility
1118 charges in the first twenty-four months of their account and no delinquent charges in the
1119 second twenty-four months of their utility account and no other delinquent charges owed to
1120 the City of North Pole shall receive one hundred percent of their deposit(s) returned to them
1121 after twenty-four months.

1122 3. An account holder's utility deposit(s) shall be held until the account holder closes the
1123 account if they have one month where their account carried delinquent utility charges during
1124 the first forty-eight months of their utility account.

1125
1126 C. Application of Deposit to Final Utility Charges.

1127 1. A utility account holder's utility deposit shall be applied to their final utility bill. Should
1128 there be an outstanding balance in the deposit after payment of the final utility bill, the
1129 balance shall be returned to the former account holder.

1130 2. The utility shall make a good faith effort to return the balance of a former utility account
1131 holder's outstanding utility deposit; however, any utility deposits returned or not claimed
1132 after a period of three months shall be transferred to sewer or water miscellaneous utility
1133 revenue account as appropriate. (Ord. 15-05 § 2, 2015)

1134
1135 **13.24.130 Round-Up utility rate.**

1136 A. Voluntary Participation. Utility account holders may voluntarily choose to participate in the
1137 Round-Up program and they may withdraw from the program at any time.

1138
1139 B. The Round-Up utility rate shall be calculated by rounding up the total monthly utility charge
1140 on a utility bill to the nearest whole dollar amount; for example, a utility bill calculated at \$77.23
1141 would be rounded up to \$78 (seventy-eight dollars).

1142
1143 C. The revenue generated by the Round-Up program shall be used to support the emergency
1144 utility customer payment fund established in NPMC 13.24.040.

1145

D. Funds generated by the Round-Up program shall be deposited in a dedicated fund. (Ord. 15-05 § 2, 2015)

Chapter 13.28

LIEN ON REAL ESTATE FOR DELINQUENT UTILITY PAYMENTS AND ACCOUNT RESOLUTION PROCEDURES

Sections:

13.28.010 Lien rights.

13.28.020 Delinquent utility account resolution process.

13.28.010 Lien rights.

A. The City of North Pole shall have a lien upon any and all real property serviced by any of the utilities referenced in this title for the payment of all charges incurred by the utility customer with the City. This lien shall be superior to any and all other liens to the maximum extent allowed under State law.

B. The Utility Billing Clerk shall maintain a list of all individuals whose utility accounts with the City are more than ninety days delinquent. The list shall include the name of the individual holding the account with the ~~City~~ *North Pole Utility*, the legal description of the property serviced by the *North Pole Utility*, and the amount delinquent. The Utility Billing Clerk shall cause a lien to be recorded for the amounts owed, including fees, costs and attorney fees, ninety days from the date of delinquency.

C. The lien created in this section may be foreclosed upon pursuant to the procedures set forth in NPMC 13.28.020.

D. The customer of the City utility shall pay all administrative fees, costs and attorney fees incurred by the City in the collection of the delinquent utility bills and said amount shall be included in the lien in favor of the City. (Ord. 11-04 § 2, 2011; Ord. 99-7 § 3, 1999)

13.28.020 Delinquent utility account resolution process.

A. Thirty Days Past Due Accounts. When a utility account becomes thirty days past due, the customer shall receive their regular utility bill indicating the account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.
2. The account holder shall be sent by regular U.S. mail a separate notification that the account is delinquent.

B. Sixty Days Past Due Accounts. When an account becomes sixty days past due, the customer shall receive their regular utility bill indicating the account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.
2. A lien shall be filed against the property owner responsible for the account. If the utility account holder is a tenant, the lien shall be filed against the property owner.
3. The utility account shall be assessed a liquidated damages fee equivalent to the charges to file and remove a lien plus a \$25 (twenty-five dollar) filing fee.
- ~~4. The account holder shall be sent a notice of account delinquency via certified mail indicating the amount of the account balance, including all additional charges, and notification that a lien has been filed against the property.~~
4. The City will attempt to contact, by ~~certified~~ mail, the property owner if the delinquent account is for a tenant. It is the responsibility of property owners to notify the City of tenant-owner relationships and to provide the City with current contact information.

C. Ninety Days Past Due. When an account becomes ninety days past due, the account holder shall receive their regular utility bill indicating account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.
2. A liquidated damages charge of \$50 (fifty dollars) shall be added to the account balance after determination of the late charge.
3. The account holder shall be sent a notice of account delinquency via certified mail indicating the amount of the account balance, including all charges. The notification shall indicate the deadline that the account holder must pay the delinquent account balance or by which they must sign a legally binding confession of judgment specifying a repayment plan to prevent a shutoff of water service.
- ~~4. A door hanger shall be placed at the residence of the delinquent account holder indicating the amount of the account balance, including all charges. The door hanger shall indicate the deadline that the account holder must pay the delinquent account balance or by which they must sign a legally binding Confession of Judgment specifying a repayment plan to prevent a shutoff of water service.~~
- ~~5. If the account holder has neither paid the delinquent utility account balance in full by the deadline specified in the certified mail notification and in the door hanger notice nor signed a confession of judgment, the City shall, unless the account holder consents to the City entering the premises to shut off the water, initiate legal action to shut off water service to the property. Upon proof of compliance with this chapter, the City shall be entitled to a writ of assistance and an order allowing it to enter the premises served by the Utility for the~~

~~purpose of shutting off the water service and to verify, at reasonable intervals based on the circumstances, that the water shutoff device has not been bypassed or tampered with.~~

5. The North Pole Utility shall be entitled to terminate water service to a delinquent utility account holder if the account holder has neither paid the delinquent utility account balance in full by the deadline specified in the certified mail notification nor signed a confession of judgment, the City shall initiate action to disconnect water service to the delinquent property service address. (NPMC 13.12.130B). Should it not be practical, at the sole discretion of the North Pole Utility, to disconnect the water service due to weather or other conditions, the North Pole Utility may initiate legal action to shut off water service to the property. Upon proof of compliance with this chapter, the City shall be entitled to a writ of assistance and an order allowing it to enter the premises served by the Utility for the purpose of shutting off the water service and to verify, at reasonable intervals based on the circumstances, that the water shutoff device has not been bypassed or tampered with.

6. All legal fees and costs associated with resolving a delinquent utility account shall be borne by the account holder. In the case where the account is held by a tenant who fails to resolve the delinquent account, the landlord and tenant shall be jointly responsible for the delinquent account and any associated charges, costs or attorney fees.

7. The City will attempt to contact by certified mail the property owner if the delinquent account is for a tenant. It is the responsibility of property owners to notify the City of tenant-owner relationships and to provide the City with current contact information.

8. All accounts not paid in full upon completion of the above process, including account holders who fail to timely satisfy the terms of a confession of judgment, shall be subject to foreclosure of the entire parcel of real estate served by the Utility by complaint filed in the District or Superior Courts of the State of Alaska, as appropriate for the amount due. Upon presenting proof of completion of the process set forth in this chapter, and after the passage of sixty days from service of the foreclosure complaint, the City shall be entitled to a judgment of foreclosure against the real estate and judgment against the account holder, unless the account has been paid in full plus costs, attorney fees and interest incurred until the account is paid in full.

9. Upon the sale of foreclosed real estate, the property owner shall be entitled to all proceeds in excess of the amount owed to the City, after payment of all costs of sale or any other costs or attorney fees incurred by the City in collecting on the account. (Ord. 11-04 § 2, 2011)

Section 3. Effective date.

This ordinance shall become effective 8:00 AM, the date following its adoption.

1265 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council
1266 this 1st day of August, 2016.

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Bryce J. Ward, Mayor

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1273 ATTEST:

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1277 Kathryn M. Weber, MMC

1278 North Pole City Clerk

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1280

PASSED/FAILED

Yes:

No:

Absent: