

**INDIANOLA MUNICIPAL UTILITIES**

**WATER UTILITY**

**SERVICE PLAN**

**WATER UTILITY  
SERVICE PLAN  
SUPPLEMENTAL RECORD**

<b>ADOPTION DATES</b>	<b>SECTION(S)</b>	<b>SECTION TITLE(S)</b>
May 23, 2011	Complete Service Plan	

**WATER UTILITY  
SERVICE PLAN  
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## 1. STATEMENT OF OPERATION

- 1.1. Opening Statement: The service rules and regulations set forth in this Water Utility Service Plan have been duly adopted by the Board of Trustees of Indianola Municipal Utilities, which is the governing body of the Utility under the Indianola Code of Ordinances. They manage and control the distribution of water by the Utility within the service area that encompasses the corporate city limits and that duly purchased from a rural water association.

The Iowa Utilities Board has very limited authority over the Utility. If rules and regulations contained in this Service Plan conflict with those imposed by the Iowa Utilities Board, those issued by the Iowa Utilities Board shall prevail.

Policies and procedures adopted by the Board of Trustees to implement or clarify the rules and regulations contained in this Service Plan are hereby incorporated by reference. Charges and rates imposed under this Service Plan or by policies and procedures shall be duly adopted by resolution of the Board of Trustees. Schedules of all applicable rates and charges are hereby incorporated by reference.

The Service Plan and all incorporated documents are subject to change from time to time.

- 1.2. Records & Communications: System maps, meter test records, complaint records, and other plant-related records are maintained at the IMU Administrative Office located at 111 South Buxton Street, Indianola. The official copy of this Service Plan, customer records, resolutions of the Board of Trustees, and duly adopted rates, charges, policies, and procedures, are maintained at the City Clerk's Office located at 110 North First Street, Indianola.

Written correspondence should be addressed to:

Indianola Municipal Utilities  
111 South Buxton Street  
P.O. Box 356  
Indianola, IA 50125

The principal phone numbers are:

IMU Administrative Office, 515-961-9444  
City Clerk's Office, 515-961-9410

1.3. Definitions: As used in this Service Plan, unless another meaning is specifically indicated:

- 1.3.1. Complaint- A statement or question by anyone, whether a Utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or Utility obligation. Complaints shall be made in writing.
- 1.3.2. Customer- Any person, firm, association or corporation, any agency of the federal, state or local government, or legal entity responsible by law for payment for the water service from the water Utility.
- 1.3.3. Delinquent or Delinquency- An account for which a service bill or service payment agreement has not been paid in full on or before the last date for timely payment.
- 1.3.4. [Reserved]
- 1.3.5. Governing Body- The Board of Trustees of Indianola Municipal Utilities.
- 1.3.6. Maximum Demand- The greatest amount of gallons per water per minute required by a customer during a specific length of time.
- 1.3.7. Meter- A device that measures and registers the integral of a water quantity with respect to time.
- 1.3.8. Timely Payment- A payment on a customer's account made on or before the date shown on a current bill for service, or on a form which records an agreement between the customer and the Utility for a series of partial payments to settle a delinquent account, as the date which determines application of a late payment charge to the current bill or future collection efforts.
- 1.3.9. Utility- Indianola Municipal Utilities Water Utility.

## 2. SERVICE CHARACTERISTICS

2.1. General Utility Service Characteristics: The Utility shall make water service available, of a character determined by the Utility to meet the needs of the customer, throughout its service area using a distribution system. Acceptance of water service shall obligate a customer to the conditions imposed by this Service Plan, and as this plan from time to time may be amended.

2.1.1. Standard Water Service: The Utility shall determine the quantity and quality of water delivered to a Customer at any point in time and to any location.

2.1.1.1. No claims shall be made against the Utility because of faulty or defective water, for failure in the water supply from any cause whatsoever, or for damage arising from lack of water service for any reason.

2.1.1.2. The ability to receive water service requires proof of compliance at the premise receiving water service with the facility standards contained in this Service Plan. Noncompliance at any time, as determined by the Utility, may result in discontinuance of water service, subject to the terms and conditions contained in this Service Plan.

2.1.1.3. The Utility reserves the right to order the suspension of use of Standard Service for fountains, sprinkling a lawn or garden, washing vehicles, and other uses when the public interest so requires. The Mayor of the City of Indianola may also order suspension of uses described in this section under a Proclamation of Emergency authorized under Chapter 15 of the Indianola Code of Ordinances.

2.1.1.4. The customer shall be responsible for all standard water service consumed or lost at their premise, starting at the point defined in Section 2.1.4 of this Service Plan. Billing for said consumed or lost water shall be based on meter instruments or estimated by the Utility where meter readings are not available. Acceptance of standard service provides consent for the Utility to enter the customer's premise at any time for the purposes of reading, testing, installing, repairing or removing water meters. Remote reading equipment shall be required where right of entry is restricted.

2.1.2. Construction and Connection Costs: The Utility may require a contribution in aid of construction, assessments, and connection fees for the replacement, construction or extension of distribution system facilities, including for fire protection, plus carried interest costs at a predetermined rate set by the governing body. Such fees shall also contain costs associated with the purchases of territory, including interest from the date of purchase. Terms and conditions of contributions shall be established by the Utility in a non-discriminatory manner.

- 2.1.2.1. Contribution in aid of construction (General)
    - 2.1.2.1.1. Amounts shall be prepared by the Utility.
    - 2.1.2.1.2. Payment shall be due within 60 days of the date contributions in aid of construction are prepared or the amount shall be null and void. The Utility may then prepare a new amount.
    - 2.1.2.1.3. The Utility reserves the right to alter the amount to reflect changes to design, price, quantity, or weather conditions during the planned construction period.
    - 2.1.2.1.4. Contributions in aid of construction shall be paid prior to the commencement of construction.
    - 2.1.2.1.5. The Utility shall determine the assignment method for benefited areas. In determining the assignment method and benefited area for replacement of distribution system facilities, the Utility may, but is not required to, consider:
      - 2.1.2.1.5.1. Performance of the infrastructure within tolerance of its constructed design and the impact replacement saves on annual expenditures for repairs.
      - 2.1.2.1.5.2. Remaining lifespan of the infrastructure compared to an 80-year expected lifespan.
      - 2.1.2.1.5.3. Improvements in fire protection to surrounding properties within 150' of the affected hydrant or main.
      - 2.1.2.1.5.4. Improvements to the distribution system by having additional looping of mains.
      - 2.1.2.1.5.5. Amount of taxable valuation and increased water revenue gained through redevelopment as a result of replacing or resizing water mains and hydrants.
      - 2.1.2.1.5.6. Such factors may be weighted equally or not, depending on what is determined by the board to be in the public interest.
  - 2.1.2.2. Assessments shall be prepared by the Utility to be imposed by the City of Indianola and in the manner allowed by Iowa Code.
  - 2.1.2.3. Connection fees shall be imposed within districts established by resolution of the governing body based on territory and project costs to extend service to benefited area, as determined by the Utility. A schedule describing benefited areas and amounts due is hereby incorporated by reference.
- 2.1.3. Distribution System Extensions (General): The distribution system comprised of mains, hydrants, valves, services and other apparatus may be extended to new customers as permitted by the City of Indianola and the Utility. The Utility reserves the right to supervise and inspect all construction of, and connections to, the distribution system. This includes both Utility-owned and Customer-owned facilities, as described in Sections 2.1.4 and 2.1.5 of this Service Plan.
- 2.1.3.1. Delegation of Inspections: Supervision and inspection may be performed by the City of Indianola Director of Community Development and designee.

- 2.1.3.2. Routes: The distribution system shall, wherever possible, be constructed along existing public roads, streets and alleys subject to City of Indianola right-of-way ordinances. The route of the distribution system, service lines, and location of meters shall be determined by the Utility and City of Indianola.
- 2.1.3.3. Permit Required: A written permit from the City of Indianola is required prior to making any connection to the Utility's water distribution system. Application for the permit shall be filed with, and in the form required by, the City of Indianola. The permit shall seek assurance that connections comply with all applicable City of Indianola ordinances and this Service Plan. The City of Indianola and the Utility may issue amendments to a permit that do not conflict with the rules & regulations contained in this Service Plan. The Utility shall establish a permit fee schedule, hereby incorporated by reference. No work shall begin or allowed until payment for the permit is made in full. Failure to adhere to permit requirements may result in suspension of work on the premise prior to being allowed to connect to the distributions system.
- 2.1.3.4. Outside City Limits: Owners of premises requesting water service to be furnished outside the corporate limits of the City of Indianola shall prepare and execute an application for annexation into the City of Indianola. The application shall be filed in the office of the City Clerk prior to being considered to receive water service. The City of Indianola is not required to act on the application for annexation prior to receiving water service. The application will be deemed withdrawn in the event water service is both discontinued for any reason for 30 consecutive days and upon request by the property owner.
- 2.1.3.5. New Extensions: City of Indianola Subdivision Ordinances sets requirements to have access to standard water service. Distribution system extensions to newly platted subdivisions or newly constructed buildings shall require a contribution in aid of construction by the owner or developer pursuant to Section 2.1.2 of this Service Plan. The owner or developer shall provide the Utility a final plat of the area and design of building(s) to be served in addition to as-built drawings of the newly constructed distribution system. Construction of the distribution system is the sole financial responsibility of the owner, developer, contractor, or customer.
- 2.1.3.6. Maintenance Bond Required: A maintenance bond is required that covers four (4) years from the date of final acceptance of new extensions by the governing body. During that time period, the property owner, developer, or contractor is responsible for fixing any deficiencies identified by the Utility and liable for all expenses related to those repairs. The Utility reserves the right to make such repairs in a timely manner in the event the responsible party fails to do so, and to recover costs of doing the same from any party including the bondsman on record, as provided under Section 2.2.3 of this Service Plan.

- 2.1.3.7. Facility and Safety Standards: The Utility reserves the right to set standards for performance, materials, and construction. The Utility shall maintain procedures that further specify acceptable materials and construction standards, which is hereby incorporated by reference. All construction shall be in accordance with applicable Federal, state and local safety regulations. Parties contracted to install distribution system facilities shall be responsible for implementing safety practices, erection and maintenance of barricades, fencing and warning lights.
- 2.1.4. Utility Ownership of Facilities: The Utility shall own and maintain all facilities up to, but not including, the point at which the water service line connects to the corporation cock valve connects to a water main. Unless otherwise noted, the Utility shall furnish, own and maintain the meter. The governing body hereby assumes responsibility for, and declares ownership of, all water meters used within the City of Indianola prior to the March 4, 1963 adoption of City Ordinance Number 264.
- 2.1.5. [RESERVED]:
- 2.1.6. Temporary Services (Including construction sites)
- 2.1.6.1. Where service to a customer is deemed by the Utility to likely be temporary, the Utility shall require a contribution in aid of construction equal to the total cost of installing and removing all facilities used to provide service, less the cost of reusable materials and facilities. Any charge in excess of actual costs will be refunded.
- 2.1.6.2. The definition of “temporary” shall include the time period in which a building or other permit issued by the City of Indianola is in effect. Temporary service may be extended by the Utility beyond this time to allow time to correct deficiencies in customer-owned facilities. The Utility reserves the right to disconnect such temporary service after five (5) days, without notice, if deficiencies have not been corrected.
- 2.1.6.3. The Utility may also charge an additional fee, hereby incorporated by reference, for the installation of a temporary service associated with the issuance of a building permit by the City of Indianola:
- 2.1.6.3.1. The Utility reserves the right to include an additional flat fee for estimated water consumption within the contribution in aid of construction or permit fee.
- 2.1.6.3.2. No unmetered water shall be used by a developer, owner, contractor, or customer to irrigate seed or sod or to settle a foundation. The use of water in this manner is hereby declared non-permissible and will subject such parties to Section 2.5.5 of this Service Plan related to Theft of Service. Customers intending to use water in a non-permissible manner at a temporary service may use a hydrant meter provided for in Section 2.5.6 of this Service Plan or install a permanent meter.
- 2.1.7. Damage By Third Parties: Individuals found to be responsible for damage to the Utility’s distribution system and other facilities shall reimburse the Utility for necessary repairs made by the Utility at rates and charges set by the governing body.

- 2.2. Customer Ownership of Service Connections: The customer shall be responsible for all service connections on his or her premise except for facilities defined in Section 2.1.4 of this Service Plan as a responsibility of the Utility. The service line includes the water service saddle, corporation cock, curb stop valve box, curb stop box and meter valve. All service connections from the main to the meter shall be installed and maintained in good working order at the expense of the customer, occupant or property owner of the premise to be or being served.
- 2.2.1. Meter Location: Location of the meter shall be accessible for meter readers and to make meter repairs. Only the Utility shall be authorized to change the location of a meter. The Utility shall maintain procedures that further specify acceptable materials and construction standards, which is hereby incorporated by reference.
- 2.2.2. Access to Customer-Owned Facilities: The customer and owner shall grant the Utility, without charge, right of way over and on the premise on which equipment and structures of the Utility are located. Access to the equipment and structures shall be granted to the Utility at reasonable times for installation, inspection, testing, repair, and other functions necessary to provide standard service.
- 2.2.3. Unplanned Maintenance: It is the duty of the customer, occupant, and owner to promptly report evidence of water leakage and other distribution system defects to the Utility. Temporary disconnections and service calls under this subsection shall be subject to charges set in section 3.3 of this Service Plan.

Whenever it is found by the Utility that any part of the service line between the water main and the water meter requires repair for any reason, the Utility shall notify the consumer(s), occupant(s) or the owner(s) of the property, or the legal representative of any of them, of such defect. If defects are not repaired in accordance with specifications established by the water inspector within five (5) days after such notice, the water inspector may order the discontinuance of utility water service to all affected premises until satisfactory repairs are made.

Services that do not comply with the Utility's current facility standards (which includes City of Indianola ordinances) contained in this Service Plan shall be replaced to the degree required for the entire service to attain compliance with current facility standards. This includes replacing joint services with individual services.

Any meter damage caused by the negligence of a customer or property owner shall be replaced by the Utility. The customer or property owner shall be responsible for all costs associated with said replacement.

Any damage caused by others to the Utility's water distribution system shall be repaired by the Utility. The party responsible for the damage shall be responsible for all costs associated with said repairs.

2.2.3.1. Emergencies: The 5-day notice is hereby waived if the defect causes a leak that is deemed an emergency by the Utility. In such cases, the Utility may order repair of the defect or installation of a functioning stop box within the rights of way as to satisfactorily discontinue utility water service and such repairs shall be assessed against the abutting property.

2.2.3.2. Non-emergencies: If discontinuance of water service to the premises cannot be accomplished because of needed repairs to the service line between the water main and the water meter, the 5-day notice requirement is hereby waived and the following procedures shall apply:

2.2.3.2.1.1. The Utility shall determine if electric service is to be imminently disconnected for any reason.

2.2.3.2.1.2. If electric service is to continue to be provided and meets the terms and conditions imposed in the Electric Service Plan, the customer shall install a properly functioning stop box within 5 days after such notice.

2.2.3.2.1.3. If electric service is to be imminently disconnected for any reason, the Utility shall solicit a request from the owner(s) of the property, or their legal representative(s), to repair the defect and a waiver of the finding of a nuisance.

2.2.3.2.1.3.1. If granted, the water inspector shall be authorized to order the necessary repairs including installing a functioning stop box, discontinue utility water service, and assess the cost to repair all defects to the abutting property.

2.2.3.2.1.3.2. If not granted, the Utility may declare a finding that a nuisance exists at the property. Once making such finding, the water inspector is hereby authorized to make the necessary repairs in the rights of way including installing a functioning stop box, discontinue utility water service, and assess the cost to repair all defects to the abutting property as allowed by Iowa law.

2.2.4. Maintenance by the Utility: If the Utility is requested and chooses to repair customer-owned facilities, the customer shall be charged by the governing body equal to the cost to make the repair as determined by the Utility. Any work performed by the Utility on customer-owned facilities shall be warranted from defect for a period not to exceed one year.

2.2.5. Planned Maintenance Coordination: The Utility shall coordinate with the customer for any planned maintenance to be done to customer-owned facilities that requires temporary disconnection to the customer's facilities. The Utility may charge a fee for work performed outside of normal business hours.

- 2.3. Facility Standards: Facilities of the Utility and customer shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice in the water industry to assure - as far as reasonably possible - continuity of service and safety of persons and property.

The Utility shall maintain procedures that further specify acceptable materials and construction standards, which is hereby incorporated by reference. When a required material is not specified herein, such addition or changes must be approved by the Utility and, if applicable under any ordinance, the City of Indianola. The approval of a material for a particular use does not constitute the approval of its use for any other purpose.

Customers shall not use the equipment or structures of the Utility for reasons other than that incident to normal service nor create a condition likely to interfere with the functions of such equipment and structures, without written consent of the Utility. Customers shall be held responsible for his or her actions that cause damage to or loss of equipment or structures located on customers' premises.

No inspection or approval of a customer's compliance by the Utility or other agent of the municipal government shall be construed to impose any duty or liability on the Utility or the municipality, but shall be considered solely for the purpose of ensuring protection of the Utility's property and continuity of service to customers of the Utility. References to publications listed above shall be deemed to be the latest edition or revision accepted by the Utility as a standard of good practice.

- 2.3.1. Incorporated Publications: The Utility shall use and require compliance with applicable provisions of the publications listed below as standards of accepted good practice, unless otherwise ordered by a governing body with statutory authority:

2.3.1.1. City of Indianola Code of Ordinances and incorporated publications contained in the following:

- 2.3.1.1.1. Building Code
- 2.3.1.1.2. Electrical Code
- 2.3.1.1.3. Plumbing Code
- 2.3.1.1.4. Mechanical Code
- 2.3.1.1.5. Fire Prevention Code
- 2.3.1.1.6. Right-of-Way Management
- 2.3.1.1.7. Any other ordinances regulating water utility service not otherwise regulated by the governing body

2.3.1.2. Applicable standards of the American National Standards Institute

2.3.1.3. Applicable standards promulgated by the American Water Works Association

2.3.1.4. Requirements provided by the American Society for Testing and Materials

- 2.3.1.5. Requirements provided in the Clean Water Act
- 2.3.1.6. University of Southern California (USC) approval on all containment devices in addition to the IAPMO listing.
- 2.3.1.7. Standards and procedures required by the Utility to implement this Service Plan.
- 2.3.2. Water Facilities Inspection Plan: The Utility shall establish and maintain a Facilities Inspection Plan, which is hereby incorporated into this Service Plan by reference. Granting the Utility right of access to conduct inspections is a condition to receiving standard water service as described in Section 2.1.1 of this Service Plan.
- 2.3.3. Service Connections – General:
- 2.3.3.1. Joint Connections: In no case shall a joint service connection or waterline be allowed where the property abuts upon a street, alley or easement in which the city water system is located. Other buildings shall be separately and independently connected to the utility water system unless the Utility specifically allows an existing connection to continue receiving standard service.
- 2.3.3.2. Prohibition on cross connections: No cross connections are permitted. There shall not be made any cross connection to a source of contamination (private wells, storage vessels, processing and associated equipment) without proper protection to the Utility’s distribution system. It is the customer’s responsibility to prevent contamination on customer-owned facilities, including installing antisiphon valves on sprinkler and hose bibs. Failure of the Utility to notify a customer they are believed to have a cross connection or order a mitigation of a cross connection hazard in no way relieves a customer of the responsibility to mitigate a hazard.
- 2.3.3.3. All connections to the Utility’s distributions system shall be adequately supported against breakage by ground settlement. All service pipes shall be laid so as to prevent rupture by settlement or freezing. There shall be a working compression stop and waste cock attached to each service pipe at the point service pipe enters a building so that standard service may be disconnected. A water meter shall be attached to each service pipe unless otherwise approved by the Utility.
- 2.3.3.4. All connections to the Utility’s distribution system shall be inspected and approved in writing by the Utility prior to being covered (backfilling). Any deficiencies noted by the Utility shall be remedied prior to receiving standard water service. The Utility’s governing body or the City of Indianola, may, upon providing the property owner notice, duly declare a public nuisance and assess costs associated with remedies that are in the best interests of the public.
- 2.3.4. Connections to Private Fire Services and Hydrants: Connection to the water distribution for fire protection services shall require approval of a permit from the City of Indianola. Fire protection service may include connections for sprinkler systems, standpipes, hose cabinets, and hydrants. It is the customer’s sole responsibility to terminate fire services and must do so in writing.

When a fire protection service is divided to supply two or more types of service each branch must have a separate control valve at the point it attaches to the main supply pipe. All valves, hydrants and pipe must be in conformance to uniform plumbing code.

Such customer and any fire department actively suppressing a fire may use Standard Service at the expense of the customer upon order of the Utility or City of Indianola Fire Chief. The Utility shall impose fees based on connection sizes and location inside or outside the City of Indianola corporate limits, hereby incorporated by reference.

2.3.5. Connections for Cooling Purposes: All air-conditioning systems using Standard Service for the purpose of cooling a unit as a refrigerant shall have attached thereto a recirculator. Any person using, maintaining or operating one or more refrigerators or freezing units equipped with water-cooled compressors, and using more than 10,000 gallons of water from the city water system in any one month, shall be required to install and maintain a suitable recirculation system. However, any person using more than 10,000 gallons of water in any one month in the calendar year, and having a water-cooled compressor on one or more freezing or refrigeration units may, at his own expense, install a separate meter to establish the amount of water used in the operation of unit or units. And, on proper showing to the trustees that the refrigeration or freezing unit or units is not using in excess of 10,000 gallons in any one month, may continue to operate said water-cooled refrigeration or freezing unit or units.

2.3.6. Connections to former Warren Water District Mains: The Utility may purchase customers and service territory from Warren Water District (WWD) in accordance with the 2003 Customer and Territory Buy-Out Agreement. A schedule of contributions in aid of construction for applicable areas is hereby incorporated by reference.

Customers will continue to be served by WWD until such time as the Utility is able to provide Standard Service. When able to do so, the WWD water service will be disconnected from the distribution system and the affected customers and premises within the territory will become customers of the Utility and subject to the rules & regulations contained in this Service Plan. A contribution in aid of construction is not required by former WWD customers for costs associated with becoming customers of the Utility.

The Utility may connect the WWD distribution system to the Utility's distribution system without replacing the WWD distribution system. In this instance, existing service connections and meters supplied by WWD will continue to provide service. New service connections shall be made in accordance to the rules & regulations contained in this Service Plan. A contribution in aid of construction is not required by former WWD customers for costs associated with becoming customers of the Utility.

Fire protection from water hydrants are not made available to existing WWD customers acquired by the Utility until such time that a new Utility distribution system is installed.

2.3.7. Connections to Mains on Private Property: Typically, mobile home parks, condominiums, public housing projects and similar projects have water mains and fire hydrants located on private property. Ownership and responsibility for maintenance of the mains, hydrants, and appurtenances is by the property owner or by an association or entity formed for that purpose. If mains serve several buildings under separate ownership, a master meter at the point it enters the property is required. Detailed plans or drawings must be submitted for approval to the Utility showing the premises to be served. The use of water from the master meter must be confined to the premises.

Where fire hydrants are connected and used from the master meter, it is the responsibility of the owner to determine if adequate water flows will be available for the fire protection required and compliance with other Indianola Fire Prevention Code ordinances.

#### 2.3.8. Connections- Backflow Prevention

2.3.8.1.General: The Utility requires installation of containment devices in addition to the isolation devices required by other codes, rules and regulations at all premises determined by the Utility to be a hazard. Degrees of high, moderate, or low hazard shall be determined using criteria contained in the Clean Water Act.

The Utility requires testing of all testable backflow prevention assemblies. Furthermore, the Utility requires registration of all backflow prevention assembly technicians. Failure to submit applicable information about potential backflow hazards or otherwise mitigate backflow risks through non-compliance of this section may result in disconnection of standard service until such time as the Utility determines a hazard has been mitigated. In the event of a backflow incident, the customer shall immediately notify the Utility and take steps to confine the contamination or pollution.

2.3.8.2.Construction Methods and Device Materials: The Utility shall maintain procedures that further specify acceptable materials and construction standards, which is hereby incorporated by reference.

2.3.8.2.1. The Utility shall determine the type of backflow prevention assembly required for containment based on the degree of hazard. The determination of the degree of hazard by the Utility shall be based on information provided by a customer and inspection by the Utility. Filing of plans and specifications to the Utility does not relieve the customer or property owner of the responsibility to file information with another entity with regulatory authority.

2.3.8.2.2. The installation of appropriate backflow prevention assemblies for containment shall be prior to the commencement of standard water service.

2.3.8.2.3. All backflow prevention assemblies shall be protected from freezing. Devices used for seasonal services may be removed in lieu of being protected from freezing.

- 2.3.8.2.4. Only registered technicians shall perform installation, repairs, and maintenance to backflow prevention assemblies. The technician shall use only original manufactured parts. No repair or maintenance shall change the design, material, or operating characteristics of any assembly. Repairs shall be reported to the Utility within fifteen (15) days of the repair, complete with a list of materials and replacement parts used.
- 2.3.8.3. Assembly Testing: Only a registered backflow prevention assembly technician shall perform testing of all backflow prevention assemblies.
  - 2.3.8.3.1. The Utility shall advise customers with registered backflow prevention assemblies of the need to comply with annual testing requirements:
    - 2.3.8.3.1.1. Initial notice delivered by regular mail
    - 2.3.8.3.1.2. Reminder notice by regular mail one month or more from that of the initial notice
    - 2.3.8.3.1.3. Final notice delivered to the premise by water department personnel one month or more from that of the reminder notice; Final notice shall contain a notice of non-compliance and advising the commencement of disconnection proceedings under applicable sections of this Service Plan.
  - 2.3.8.3.2. Testing of all assemblies shall be done upon installation and at least annually thereafter.
  - 2.3.8.3.3. Any assemblies not in operation or removed from service for more than 3 months shall be retested prior to being placed into service.
  - 2.3.8.3.4. Any assemblies failing a periodic test shall be repaired or replaced. Re-testing is required prior to placing the assembly into service.
  - 2.3.8.3.5. All testing results are required to be submitted to the Utility within fifteen (15) days of the test. Test results shall also be provided to the customer by the technician.
  - 2.3.8.3.6. The cost of all tests shall be the responsibility of the customer, except those ordered by the Utility it deems necessary to verify test procedures and results.
  - 2.3.8.3.7. Technicians are required to notify the fire marshal's office in the event fire services are discontinued for more than the amount of time to test an assembly.

- 2.3.8.4. Registration of Technicians: The Utility may register and approve training programs for backflow prevention assembly technicians. Those technicians registered by the State of Iowa shall include their registration number on all correspondence and forms required by the Utility. The registration of a technician may be revoked or suspended for a period of up to two (2) years for noncompliance with this Service Plan. Non-compliance may include, but is not limited to:
- 2.3.8.4.1. Improper testing or repair of backflow prevention assemblies
  - 2.3.8.4.2. Improper reporting of the results of testing or repairs made to backflow prevention assemblies
  - 2.3.8.4.3. Failure to meet registration requirements
  - 2.3.8.4.4. Unethical practices related to compliance with this Service Plan
- 2.3.8.5. Non-compliance: Reasons that may lead to disconnection of standard water service under Sections 3.5 and 3.6 of this Service Plan for non-compliance, depending on the severity determined by the Utility, with this section includes, but is not limited to:
- 2.3.8.5.1. Refusal to allow the Utility to inspect for cross connections
  - 2.3.8.5.2. Failure to install, removal of, or bypassing of a required backflow prevention assembly
  - 2.3.8.5.3. Failure to test or repair a required backflow prevention assembly and file test results with the Utility
- 2.3.8.6. The Utility may impose administrative charges for monitoring these requirements, which is hereby incorporated by reference.
- 2.3.8.7. The Utility shall maintain records of cross connection hazard surveys, and the installation, testing, and repair of all backflow prevention assemblies for containment purposes.

- 2.4. Class of Service and Application of Rates: Service classifications shall be based upon the type of service supplied and on similarities in customer consumption characteristics. As nearly as practicable, rate schedules adopted by the Utility shall reflect relative differences in the full cost of providing various quantities of service to each customer class, including any declaration of surplus by the governing body appropriated to the City of Indianola general fund as a payment in lieu of tax. Rates charged by the Utility shall be based on the most recent rate schedule duly adopted by the governing body for the service provided, which is hereby incorporated into this Service Plan by reference. Rate classes and availability are as follows:
- 2.4.1. CITY RESIDENTIAL: Standard service to a permanent residence located within Indianola Municipal Utilities territory.
  - 2.4.2. FIRE PROTECTION CHARGES INSIDE CITY LIMITS: Fire protection services to buildings located within the corporate limits of the City of Indianola.
  - 2.4.3. FIRE PROTECTION CHARGES OUTSIDE CITY LIMITS: Fire protection services to buildings located outside the corporate limits of the City of Indianola.
  - 2.4.4. COMMERCIAL WATER: Standard service for commercial and industrial uses, schools, churches, public buildings, and multi-unit residential complexes with common meters.
  - 2.4.5. IRRIGATION WATER: Permanent underground residential sprinkler systems which are separately metered.
  - 2.4.6. [RESERVED]
  - 2.4.7. GOVERNMENT SERVICE: Service for use by units of the City of Indianola.
  - 2.4.8. LARGE WATER CONTRACTS: Service pursuant to provisions of a written contract.
  - 2.4.9. [RESERVED]:
  - 2.4.10. MAINTENANCE ADJUSTMENT: Surcharge to recoup unusual maintenance or capital expenditures
  - 2.4.11. TEMPORARY SERVICES: Non-metered charges for services provided under Section 2.1.6 of this Service Plan.
  - 2.4.12. [RESERVED]
  - 2.4.13. DELINQUENCY: Administrative charge for delinquent accounts.
  - 2.4.14. [RESERVED]

2.5. Meter Installation and Removal: The Utility shall install, own, and maintain a meter of a type appropriate to the nature of the service, for each service extension. The meter may be required to include an electronic communications device meeting the Utility's specifications. Unless otherwise noted, all water consumption shall be metered. Meters shall not be required, however, where consumption can be readily computed without metering or where the service is of a temporary nature and the cost of meter installation would be unreasonable.

In no instance shall a customer be permitted to sub-meter or re-sell water service or to use a Utility meter for such purpose. However, customers receiving standard water service installed prior to March 14, 2005 and sub-metering and re-selling water service at that time shall be allowed to continue to do so until duly notified by the Utility.

Removal of a water meter shall be contingent upon the ability to discontinue standard service to the premise. Failure for the Utility to be able to discontinue standard service shall subject the customer to Section 2.2.3 of this Service Plan.

- 2.5.1. Individual Metering: Individual metering shall be required on multi-occupancy premises in which units are separately leased or owned, except that the Utility may provide single master meters for the following:
- 2.5.1.1. Service for central heating, cooling, water heating or ventilation systems.
  - 2.5.1.2. Where individual metering is impractical, unreasonable or uneconomical.
  - 2.5.1.3. Ownership and responsibility for such shared infrastructure on private property shall remain with the customer or owner.
- 2.5.2. Special Metering Installations: The Utility reserves the right, at its option and expense, to place special meters or instruments on the premise of a customer for the purpose of special tests.
- 2.5.3. Meter Register: Where it is necessary to apply a multiplier to the meter readings, the multiplier shall be marked on the face of the meter register or stenciled in weather resistant paint upon the front cover of the meter. Customers shall have continuous visual access to meter registers at the meter except where the Utility has experienced vandalism to windows in the protective enclosures, where access at locations existing on July 1, 1981 would create a safety hazard, or where access to tenant metering installations is restricted by a building owner.
- 2.5.4. Meter Testing: The Utility shall maintain a meter-testing program.
- 2.5.4.1. Each meter shall be classified by capacity, type and any factor considered pertinent by the Utility.
  - 2.5.4.2. The Utility shall consider an average error of 2% or less to be an acceptable meter accuracy measurement.

- 2.5.4.3. All meters and associated devices shall be inspected tested, adjusted and certified to be within an allowable tolerance of error. Testing may be by either Utility personnel, the meter vendor, or a third party contracted by the Utility.
- 2.5.4.4. The Utility shall temporarily remove a minimum of 50 meters per year from service, perform testing on those meters, and return those meters to service. At a minimum, the 10 meters with the largest consumption shall be tested annually and the remaining largest consumption meters shall be tested once every 5 years.
- 2.5.4.5. All meters removed from service shall be tested prior to being placed back into service. The term “removed from service” shall mean withdrawn from active measurement duty and placed in to the inventory of meters able to be redeployed. The term “back into service” shall mean placed into active measurement duty and withdrawn from the inventory of meters able to be deployed.
- 2.5.4.6. The Utility shall periodically test devices or instruments used by the Utility to test meters.
- 2.5.4.7. Once tested, all meters and associated metering devices shall be adjusted as closely as practicable to the condition of zero error.
- 2.5.4.8. All meter test results and test device inspection results shall be maintained by the Utility for a period of three (3) years after the retirement of the meter.
- 2.5.4.9. [RESERVED]
- 2.5.4.10. The customer may request a meter test at any time. The customer or the customer's representative may be present when the meter is tested and the results shall be reported to the customer within a reasonable time. The governing body shall establish an administrative charge for tests found to be within the allowable tolerance and within eighteen (18) months of any previous test. The results of any test shall be subject to Section 3.3 of this Service Plan regarding back billing or credits.
- 2.5.5. Theft of Services: The Utility reserves the right to investigate suspected unauthorized connections that alter, adjust, remove, or otherwise interfere with the meter or service devices so as to cause inaccurate readings.

If the Utility finds a reasonable suspicion of intentional theft as defined under Iowa Code, the Utility shall contact the appropriate law enforcement agency for further investigation and pursue prosecution. The Utility shall also establish a claim for restitution for recovery of incidental costs and estimated consumption.

The Utility shall establish an administrative charge for unauthorized connections that do not result in law enforcement investigation or action in an amount equal to incidental costs, estimated consumption, and a penalty.

- 2.5.6. Hydrant Meters: The Utility may furnish meters appropriate to be either placed on fire hydrants or outside faucets. Such meters will be supplied on a first-come first-serve basis. Customers may lease such meters for 14 days, at which time they may request a second 14-day rental. Billing for water metered shall be at the commercial rate. The Utility reserves the ability to impose an administrative charge, which is hereby incorporated by reference.
- 2.6. Utility Locates: The Utility shall complete utility service locates for the Utility's distribution system only after a request has been made to Iowa One Call. Callers contacting the Utility directly for a service locate shall be directed to place their request with Iowa One Call.
- 2.6.1. Under Iowa law, any person requesting a locate through the Iowa One Call system must provide a 48-hour advance notice to the Utility. They may request the locate for the same day, but if the Utility is not able to accommodate the same day request, allowing for the 48-hour response time is required by Iowa law. Any individual or firm not allowing the 48-hour response will be held liable for any damages resulting from excavating without the proper locates.
- 2.6.2. The only exception to the 48-hour notice is for an "urgent request" as defined as a situation causing a threat to life, health or property. In the case of an urgent request, the Utility will respond as quickly as possible to complete the locate.
- 2.6.3. For after-hours urgent requests through Iowa One Call, the Indianola Police Department will dispatch the on-call Utility personnel to provide the locate. An administrative charge shall be imposed upon the individual or firm requesting the locate in the event that the Utility responds to an after-hours urgent locate request and determines the request is not urgent as defined above.

The Utility may locate services and distribution system extensions on premises where the Utility has not yet accepted distribution system facilities and are not yet part of the Utility's system, however any and all damage resulting from inaccurate locates shall be the responsibility of the owner, contractor, or party requesting the locate.

### 3. CUSTOMER ACCOUNTS

3.1. Application for Service: Application for service shall be filed at the City Clerk's office located at 110 North First Street, Indianola. At the time of application, the applicant shall be given an opportunity to designate a person or agency to receive a copy of any notice to disconnect service due to the applicant's nonpayment of a utility bill. The application must be signed by all adults or emancipated minors residing at the place to be served. As soon as practicable after the approval of an application, the Utility shall supply service to the applicant in accordance with this Service Plan at a rate established by the Utility for the applicant's appropriate class of service.

3.1.1. Denial of Application: An application for service shall be denied by the Utility in the following circumstances, which are non-inclusive of all reasons:

3.1.1.1. Existence of conditions stated in Section 3.5.1 and Section 3.5.2 of this Service Plan.

3.1.1.2. Fraudulent completion of an application at an address with an account having a delinquent account balance.

3.1.1.3. If a delinquent amount is owed by an account holder for a utility service associated with a prior property or premises, the Utility shall withhold service from the same account holder at any new property or premises until such time as the account holder pays the delinquent amount owing on the account associated with the prior property or premises. This subsection shall not apply to a customer qualifying under the Utility's Low Income Home Energy Assistance Program provided for under Section 4.2 of this Service Plan during the winter disconnection moratorium period established by the Iowa Utilities Board.

3.1.2. The following shall not constitute sufficient cause for refusal of service to a present or prospective customer:

3.1.2.1. Delinquency in payment for service by a previous occupant of the premise to be served.

3.1.2.2. Failure to pay for merchandise purchased from the Utility.

3.1.2.3. Failure to pay for a different type or class of public utility service.

3.1.2.4. Failure to pay the bill of another customer as guarantor thereof.

3.1.2.5. Failure to pay back bills rendered for under-registration of a meter.

3.1.2.6. Failure to pay bill adjustments resulting from an error on the part of the Utility.

- 3.1.2.7. Failure of a residential customer to pay a connection charge during the period November 1 through April 1 for the location at which he or she has been receiving service.
  - 3.1.2.8. Failure of a disconnected residential customer to pay the full amount due for past service if financial difficulty is confirmed and the customer is willing to enter into a reasonable agreement to pay the delinquent amount.
  - 3.1.2.9. Failure to pay any delinquent charges when the Utility has received formal notification of bankruptcy by the customer.
- 3.2. Service Connection Charge: A connection charge shall be required at the time of application. Except for such charge, no customer deposits shall be required as a condition of service.
- 3.3. Billing and Payment Information: Customers shall be billed on a monthly basis according to the appropriate rate schedule for metered service received during the billing period. When the meter reading date causes a given reading period to deviate by more than 5 business days from the normal meter-reading period, such bills shall be prorated on a daily basis and deferred to the next monthly billing cycle.
- 3.3.1. Billing Form: The following information shall be included on the billing form or made available to the customer at the City Clerk's office:
    - 3.3.1.1. The actual or estimated meter readings at the beginning and end of the billing period.
    - 3.3.1.2. The dates of the meter readings.
    - 3.3.1.3. The number and type of units metered.
    - 3.3.1.4. Reference to the applicable rate schedule.
    - 3.3.1.5. The account balance brought forward and amount of each net charge, and total amount currently due. In the case of prepayment meters, the amount of money collected shall be shown.
    - 3.3.1.6. The last date for timely payment shall be clearly shown and shall not be less than twenty (20) days after the bill is rendered.
    - 3.3.1.7. A distinct marking to identify an estimated bill or meter reading.
    - 3.3.1.8. A distinct marking to identify a minimum bill.

- 3.3.1.9. Any conversions from meter reading units to billing units or any other calculations to determine billing units from recording or other devices or any other factors such as sliding scale or automatic adjustments used in determining the bill.
- 3.3.2. Minimum Bill: The minimum bill provided for in the rate schedule for each class of service will apply to any billing period during which service remains connected and the minimum quantity of service is not used. Service may be temporarily discontinued subject to the Utility successfully removing the meter, however all applicable administrative charges for disconnection and reconnection shall apply.
- 3.3.3. When Payable - Late Payment Administrative Charge: A bill shall be due and payable when rendered and shall be considered delinquent after twenty (20) days from the time it is rendered. A bill shall be considered rendered by the Utility when deposited in the U.S. mail with postage prepaid or when delivered by the Utility to the last known address of the party responsible for payment. Bill payments received by the Utility on or after the delinquent date shall be for the gross amount stated on the bill which shall include an administrative charge of 1.5 % per month of the past due amount. Failure to receive a properly rendered bill shall not entitle the customer to relief from penalties for late payment.

Each account shall be granted one complete forgiveness of a late payment administrative charge in each calendar year. The customer shall be informed of the use of the automatic forgiveness in one of the following ways; by phone or in person, by posting to the next bill or by separate mailing.

The date of delinquency for all residential customers and for other customers whose consumption is less than ten thousand (10,000) gallons per month, shall be changeable for cause in writing.

- 3.3.4. Where Payable: Bill payment may be made by mail, by direct debit through a financial institution, by credit card (residential rate classes only), by deposit in a designated receptacle or in person at the City Clerk's office located at 110 North 1<sup>st</sup> Street, Indianola.
- 3.3.5. Insufficient Funds: If a customer's check, draft, automatic bank debit or similar financial instrument is not honored by the customer's financial institution for any reason when presented for the first time, the customer's account shall immediately be deemed unpaid and delinquent the same as if the customer had not attempted payment. The customer shall be charged an administrative charge.

The customer shall be notified that their account is in default in the amount of the dishonored check, draft, automatic bank debit or similar financial instrument, plus any unpaid rates or charges, and that service will be disconnected as of the date specified in the notice, which disconnection date shall not be less than twelve (12) days after the notice. The notice shall be accompanied by a notice that includes a summary of the procedures, rights and remedies for avoiding disconnection and a phone number where a representative qualified to provide additional information about the disconnection can be reached. The notice shall also state the charges due for disconnection and re-connection of service.

After such notice, the customer must pay the Utility in cash, certified check or money order in the delinquent amount.

3.3.6. Partial Payments: When a partial payment is made prior to the delinquent date and without designation as to the service being paid, the payment shall be credited towards the electric service charge and related taxes first. Any late payment penalties shall then apply to any remaining outstanding utility services included on the bill on the date of delinquency.

3.3.7. Level Payment Plan (Budget Billing): A budget billing payment plan shall be available to all residential customers or other customers whose average consumption is less than ten thousand (10,000) gallons per month. Enrollment in the plan shall be open at any time of the year providing the customer has been billed at their current residence for one year and has paid any past or currently due bills. All budget billing customers shall be required to sign up for automatic payment withdrawal from a checking or savings account. A customer may terminate or withdraw from the plan at any time. The budget billing payment plan shall be automatically terminated when a customer terminates their service with the Utility.

Monthly payments shall be calculated at the time of entry into the plan by dividing the total of the actual charges for the next twelve billing periods.

Budget payments amounts will be recomputed annually in February and effective for the March 1<sup>st</sup> billing. The customer will be notified of the revised payment amount by a separate mailing prior to the March 1<sup>st</sup> billing date. Budget payment amounts may also be recomputed when requested by the customer or whenever price, consumption, alone or in combination result in a new estimate differing by ten percent or more from that in use.

A budget billing account's deferred debit balance shall be carried forward and added to the actual charges for service during the next year when the budget amount is recalculated. This total will be the basis for computing the budget payment amount for the next year.

A customer on a budget billing plan who becomes delinquent in payments by reason of amount or date will be subject to normal disconnection proceedings and the budget billing agreement will be terminated if services are disconnected. If budget billing is terminated the account must maintain a zero balance for at least six months before the customer may request to be placed back on budget billing.

The deferred budget balance shall be applied to the next bill generated on the account after

a budget billing is terminated. Any deferred debit will be due and payable per the terms of the bill unless the customer requests a payment plan. Any deferred credit may be applied to future bills unless the customer requests a refund.

### 3.3.8. Reasonable Agreement to Pay

3.3.8.1.General: A residential customer that cannot pay in full a delinquent bill for utility service or has an outstanding debt to the Utility for residential utility service will be offered the opportunity to enter into a reasonable agreement to pay the delinquent bill or outstanding debt to the Utility subject to the terms and conditions of this subsection.

3.3.8.2.First Payment Agreement. The Utility offers customers who have received a disconnection notice or have been disconnected 120 days or less and who are not in default of a payment agreement the option of spreading payments evenly over at least 12 months by paying specific amounts at scheduled times. The Utility offers customers who have been disconnected more than 120 days and who are not in default of a payment agreement the option of spreading payments evenly over at least 6 months by paying specific amounts at scheduled times. Each customer entering into a first payment agreement shall be granted at least one late payment that is made four days or less beyond the due date for payment and the first payment agreement shall remain in effect.

3.3.8.3.Second Payment Agreement: The Utility offers a second payment agreement to a customer who is in default of a first payment agreement if the customer has made at least two consecutive full payments under the first payment agreement. The second payment agreement shall be for the same term as or longer than the term of the first payment agreement. The customer shall be required to pay for current service in addition to the monthly payments under the second payment agreement. The first payment of the second payment agreement must be made up-front and is a condition of entering into the second payment agreement.

3.3.8.4.Additional Payment Agreements: The Utility does not offer additional payment agreements beyond the second payment agreement.

3.3.8.5. Customer Offer: A customer meeting the above terms and conditions may offer the Utility a proposed payment agreement. If the Utility and the customer do not reach an agreement, the Utility may refuse the offer orally, but the Utility will render a written refusal to the customer, stating the reason for the refusal, within 3 days of the oral notification. The written refusal shall be considered rendered to the customer when addressed to the customer's last-known address and deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the written refusal shall be considered rendered to the customer when handed to the customer or when delivered to the last-known address of the person responsible for the payment of the service. The Utility shall not disconnect service during any Iowa Utility Board review of proposed payment agreements as requested by customers.

3.3.8.6. Form of Agreement:

3.3.8.6.1. All agreements shall be in writing and shall be signed by a party for the Utility and by the customer, in person, at the Utility's business office, 110 North First Street.

3.3.8.6.2. A signed copy of the agreement shall be provided to the customer. Signed agreements between the Utility and the customer preclude the Utility from offering alternative terms and payment schedules at a later time during the period covered by the agreement, subject to the provisions within this section.

3.3.8.6.3. All agreements shall include provision for payment of the current account. The agreement negotiations and payment terms shall comply with provisions within this Service Plan. The Utility may also require the customer to enter into a level payment plan to pay the current bill.

3.3.8.6.4. Reasonableness of agreements shall be determined by considering current household income, ability to pay, payment history including prior defaults on similar agreements, the size of the bill, the amount of time and the reasons why the bill has been outstanding, and any special circumstances creating extreme hardships within the household. The Utility may require the person to confirm financial difficulty with an acknowledgement from the department of human services or another agency at the discretion of the Utility.

3.3.9. Temporary Disconnects: The Utility may, upon reasonable notice by a customer, make temporary disconnections for the customer's convenience. The customer shall be required to pay a charge for such service.

3.3.10. Service Calls: The customer shall be billed for the cost of services not the responsibility of the Utility.

3.3.10.1. The customer shall be billed for the cost of the service trip for a service call where fault is found to be on the customer's equipment or for installation or relocation of facilities belonging to the customer.

3.3.10.2. For a service call requesting temporary relocation of electric lines or other utility facilities to accommodate movement of buildings or large equipment, the person responsible for the move shall be billed for the direct cost of labor and materials. The Utility shall be given 24-hour notice and shall be consulted regarding the route of the move. An advance deposit or cash bond may be required to cover estimated costs.

3.3.11. Adjustments of Bills: For any bill issued under this subsection, the customer shall be offered a payment plan agreement with repayment terms up to 60 months or \$50 per month, whichever retires the debt soonest, without interest or penalty. The payment plan agreement shall also provide for complete repayment upon the closing of that customer's account. Any agreement with terms exceeding these shall be presented to the governing body for their consideration.

This section shall not be construed to require cash refund to a current customer nor a refund or back billing to a previous customer. The Utility further reserves the right to forgo back billing procedures that it determines is not cost effective.

3.3.11.1. Whenever a meter is found to have an average error exceeding the allowable tolerance by more than 2% the Utility shall adjust a current customer's bill or issue a refund or back bill to a past customer. The amount of the adjustment shall be calculated on the basis of metering accuracy of one hundred percent.

The adjustment period shall extend from the date the error began. If that date cannot be determined, it shall be assumed the error has existed for the shortest time calculated as one-half the time since the meter was installed, or one half the time since the last previous meter installation test. The adjustment period for under registered meters shall not exceed six (6) months.

The Utility shall issue an estimated bill based on accurate average consumption data from up to the past 36 months. In cases where accurate consumption data is not available, the Utility shall engage the services of a qualified engineer to determine the appropriate methodology to estimate consumption.

3.3.11.2. An adjustment, refund or back billing shall be made for any overcharge or undercharge resulting from incorrect reading of the meter, incorrect application of the rate schedule, incorrect meter connection or other similar reason. Events covered by this subsection include the meter multiplier being incorrectly applied to a customer's consumption, incorrect reading of the meter or application of the rate schedule, incorrect meter connection, or other similar reason. A refund or back billing shall be issued for the actual consumption either for the proceeding 60 months from the time the error was identified or for the period from the establishment of the current account holder to the time the error was identified, whichever is less. The maximum refund or back bill shall not exceed the dollar amount equivalent to actual consumption times the rate for like charges in the 12 months preceding the discovery of the error unless otherwise ordered by the governing body.

3.4. Disconnection or Denial of Service (Hearing): Customers denied service or disconnected under section 3.5 and 3.6 of this Service Plan shall have the right to a hearing. The customer may appeal the resolution of the dispute to the governing body.

Any amounts due to the Utility not in dispute shall be due and payable within the guidelines of this Service Plan. Amounts in dispute shall not be due and payable until either agreement is reached or 30 days after written notification of resolution the governing body. However, all disputes shall be settled and any amounts due and payable within 60 days of the customer filing a dispute with the Utility.

Hearing procedures include:

- 3.4.1. The customer, a representative of the Utility, and the General Manager as the presiding officer shall convene at a mutually acceptable time. The customer has the right to also request the presence of the Chairperson of the governing body at the meeting, who shall become the presiding officer.
- 3.4.2. A recording of the meeting shall be made and retained by the Utility.
- 3.4.3. Both the customer and the representative of the Utility shall present relevant information to the General Manager and/or Chairperson of the governing body.
- 3.4.4. All documents presented by the customer shall be copied and returned to the customer.
- 3.4.5. The presiding officer may request additional information at the hearing.
- 3.4.6. The presiding officer shall issue a written result and specify the reasons supporting the Utility's resolution.

3.5. Disconnection or Denial of Service (For Reasons Other Than Non-Payment of Bill or Connection Charge): Unless otherwise stated, the customer shall be given a written notice a minimum of twelve (12) days prior to disconnection and, in the event the customer has failed to comply with a rule of the Utility, he or she shall be given reasonable opportunity to comply with the rule. Except for reasons given in Sections 3.5.1.1 and 3.5.1.2 below, or disconnection at the customer's request, no service shall be disconnected unless the Utility is prepared to reconnect service within twenty-four (24) hours.

3.5.1. Reasons for denial or disconnection of service without notice are:

3.5.1.1. In the event of a condition determined by the Utility to be hazardous.

3.5.1.2. In the event of customer use of equipment in such a manner as to adversely affect the Utility's equipment or service to others.

3.5.1.3. In the event of tampering with equipment furnished and owned by the Utility.

3.5.1.4. In the event of unauthorized use or resale of Utility service.

3.5.2. Reasons for denial or disconnection of service upon giving proper notice are:

3.5.2.1. For violation of or noncompliance with this Service Plan.

3.5.2.2. For failure of the customer to fulfill his or her contractual obligations for service or facilities.

3.5.2.3. For failure of the customer to permit the Utility reasonable access to its equipment, including withdrawal of access rights.

3.5.2.4. For failure of the customer to furnish service equipment, permits, certificates, or rights of way specified by the Utility as a condition of receiving service.

3.5.3. Reconnection: Reconnection may occur upon the customer remedying, to the Utility's satisfaction, the reason cited for disconnection. A reconnection charge shall be applicable when service has been disconnected pursuant to this section. When service has been disconnected because of a fire, service shall not be restored until the building has been certified by the Building Code Officer and Fire Chief.

- 3.6. Disconnection or Denial of Service (For Non-Payment of Bill or Connection Charge): The Utility reserves the right to disconnect or deny service for nonpayment of a bill or connection charge.

Disconnection of service to customers for non-payment of a bill or connection charge shall be in accordance with the following procedures:

- 3.6.1. Twelve (12) Day Notice: The Utility shall give written notice to the customer and, where applicable, the person or agency designated by the customer to receive such notice that service will be disconnected if the account is not settled within twelve (12) calendar days from the date of notice. A second twelve day notice is not required if the customer is in default of a reasonable payment agreement.

Notice shall include the Iowa Utilities Board summary of the procedures, rights, and remedies for avoiding disconnection and a phone number where a representative qualified to provide additional information about the disconnection can be reached. Each Utility representative shall provide their name to the caller, and have immediate access to current, detailed information concerning the customer's account and previous contacts with the Utility.

- 3.6.2. Avoiding Disconnection - Residential Customers with Financial Difficulty: A residential customer may avoid disconnection by:

3.6.2.1. Paying his or her bill in full.

3.6.2.2. Providing confirmation of financial difficulty and entering into a reasonable payment agreement.

3.6.2.3. Obtaining certification of eligibility for the Utility's low-income energy assistance program specified in Section 4.2 of this Service Plan during moratorium periods established by the Iowa Utilities Board.

- 3.6.3. Additional Notification: Prior to disconnecting service, the Utility shall make a diligent attempt to contact, by telephone or in person, the individual or agency responsible for paying the bill to inform the customer of the pending disconnection and his or her rights and remedies. If an attempt at personal or telephone contact is unsuccessful and the customer is living in a rental unit, the Utility shall attempt to notify the landlord, if known, to determine if the customer is still in occupancy and, if not in occupancy, his or her present location. A landlord so contacted shall also be informed of the date when service may be disconnected.

- 3.6.4. Posting: A notice shall be posted at least one (1) day prior to disconnection. When the disconnection is known by the Utility to affect occupants of residential units leased from the customer, the notice shall be posted at least two (2) days in advance. The Utility may issue a charge for posting the notice.

### 3.6.5. Disconnection Limitations:

3.6.5.1. The Utility shall continue service to customers having formally filed for bankruptcy.

3.6.5.2. Weather Forecast - Disconnection of a residential customer may not take place, where electricity is used as the only source of space heating or to control or operate the only space heating equipment at the residence, on any day when the National Weather Service forecast for the following 24 hours covering the area in which the residence is located includes a forecast that the temperature will go below 20 degrees Fahrenheit. In any case where the Utility has posted a disconnect notice but is precluded from disconnecting service solely because of a National Weather Service forecast, the Utility may immediately proceed with appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises to above 20 degrees and is predicted to remain above 20 degrees for at least 24 hours.

3.6.5.3. Health of Resident – Disconnection of a residential customer shall be postponed if the discontinuance of service would present an especial danger to the health of any permanent resident of the premises. An especial danger to health is indicated if one appears to be seriously impaired and may, because of mental or physical problems, be unable to manage his or her own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from others. Indicators of an especial danger to health include but are not limited to age, infirmity or mental incapacitation, serious illness, physical disability including blindness and limited mobility and any other factual circumstances that indicate a severe or hazardous health situation. The Utility may require written verification of the especial danger to health by a physician or public health official including the name of the person endangered, a statement that he or she is a resident of the premise in question, the name, business address, and telephone number of the certifying party, the nature of the health danger and approximately how long the danger will continue. Initial verification may be by telephone if written verification is forwarded to the Utility within five (5) days.

Verification shall postpone disconnection for thirty (30) days. However, the postponement may be extended by a renewal of the verification. In the event service is terminated within fourteen (14) days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if proper verification is thereafter made in accordance with the foregoing provisions. The customer must enter into a reasonable agreement for the retirement of the unpaid balance of the account within the first thirty (30) days and keep the current account paid during the period that the unpaid balance is to be retired.

3.6.5.4. A residential customer shall not be disconnected on a weekend, a holiday, or after 2:00 p.m. unless the Utility is prepared to reconnect the same day at the rate charged for reconnection during normal business hours.

3.6.6. Reconnection: A reconnection charge shall be applied when service has been disconnected pursuant to this subsection. The Utility may establish a charge differential between reconnection during normal business hours and after hours.

The Utility shall reconnect a customer upon payment of all charges and fees due and payable by 4:00 p.m. and, if possible, by 11:00 a.m. the following day if paid by 7:00 p.m.

3.6.7. Abnormal Water Consumption: A customer who is subject to disconnection for nonpayment of bill, and whose water consumption appears to the customer to be abnormally high, may request the Utility to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. The Utility shall provide assistance by discussing patterns of water usage that may be readily identifiable.

3.7. Notice by Customer to Terminate Service: A customer shall give the Utility not less than three (3) business days notice prior to final termination of service. Disconnection of service under this section shall be during the regular business hours of the Utility.

3.8. Public Information: Customer information shall be administered in compliance with Iowa Code Section 476.56 and Iowa open records laws, rules, and regulations . In general, Customer name, address, consumption, and billing amount information are open records to the public. Information pertaining to account holder identification, payment methodologies, payments made, payments due, and account balances shall be kept confidential to the full extent allowed by law.

#### **4. CUSTOMER PROGRAMS**

- 4.1. Customer Complaints: Employees of the Utility responsible for receiving customer telephone calls and customer office visits shall be qualified to handle customer complaints or route the complaints to a person who is qualified. Customers shall be asked to submit complaints in writing, specifying the nature of the complaint and the relief sought.

Complaints concerning the charges, practices, facilities or service of the Utility shall be investigated promptly and thoroughly. A customer may appeal the findings of the investigation and shall be given reasonable opportunity for a full hearing of the matter before the governing body. The Utility shall keep records of customer complaints sufficient to enable review and analysis of its procedures and actions.

The Utility shall annually provide notice of its complaint process in language required under Iowa Administrative Code. When the Utility utilizes “postcard billing”, it may publish the notice in a local newspaper of general circulation or a customer newsletter, in a typestyle that is easily legible and conspicuous. The notice shall be printed on the bill or on a separate sheet of paper to be included with the bill if the Utility mails bills in an envelope.

- 4.2. Economic Incentive Program: The Utility may provide for economic development programs to effectively encourage new utility usage growth within the service area. Incentives may include construction of facilities, forgiveness of all or part of contributions in aid of construction, and lending funds for the construction of new facilities. The governing body shall establish applicable policies and procedures that are hereby incorporated into this Service Plan by reference to implement these programs.

## SUPPLEMENTAL DOCUMENTS

### Incorporated by Reference

- A. Territory Map
- B. Schedule of Rates for Contributions in Aid of Construction
  - i. Equipment
  - ii. Labor
  - iii. Materials
- C. Connection Fee Districts (including WWD)
- D. Administrative Charge Schedule
  - i. Insufficient Funds
  - ii. Delinquency Notification
  - iii. Connections
    - 1. Normal business hours
    - 2. After hours
    - 3. Permits
    - 4. Fire Protection
  - iv. Reconnection
    - 1. Normal business hours
    - 2. After hours
  - v. Temporary disconnection
    - 1. Normal business hours
    - 2. After hours
  - vi. Maintenance to Customer-Owned Facilities
    - 1. Normal business hours
    - 2. After hours
  - vii. Unintentional Unauthorized Connection Penalty
  - viii. Meter testing
  - ix. Non-emergency locates
    - 1. Normal business hours
    - 2. After hours
  - x. Fire Protection (?)
  - xi. Backflow Prevention
- E. [Reserved]
- F. [Reserved]
- G. Construction Procedures
- H. Program Policies and Procedures
  - i. Donations
  - ii. Economic Incentives
  - iii. [Reserved]
  - iv. [Reserved]