

INDIANOLA MUNICIPAL UTILITIES

**ELECTRIC UTILITY
SERVICE PLAN**

Updated June 5, 2015

**ELECTRIC UTILITY
SERVICE PLAN
SUPPLEMENTAL RECORD**

ADOPTION/UPDATE DATE	SECTION(S)	SECTION TITLE(S)
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1. Statement of Operation

1.1. Opening Statement: The service rules and regulations set forth in this Electric 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 electricity by the Utility within the exclusive service area assigned by the Iowa Utilities Board (see attached map; hereby incorporated by reference) and, in addition, service to all city utilities.

The Iowa Utilities Board has limited areas of authority over the Utility as authorized under Iowa Code Section 476.1B. 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.

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

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 electric service from the electric 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. Demand- The quantity of electrical power needed by a customer at a given point in time.
- 1.3.5. Governing Body- The Board of Trustees of Indianola Municipal Utilities.
- 1.3.6. Maximum Demand- The greatest demand required by a customer during a specific length of time.
- 1.3.7. Meter- A device that measures and registers the integral of an electrical 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 Electric Utility.

2. Service Characteristics

- 2.1. General Utility Service Characteristics: The Utility shall make electric 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 service shall obligate a customer to the conditions imposed by this Service Plan as this plan may be from time to time amended.
 - 2.1.1. The standard single-phase service available is 120/240 (nominal voltage), 60Hz alternating current, 200 amperes or less, supplied via underground conductor. Service via overhead conductor shall be provided to customers with structures existing prior to April 14, 2004 (date Ordinance No. 1281 mandating underground for all new services took effect). At the option of the Utility, three-phase service is available at 120/208 or 277/480 (nominal voltages). Primary voltage is either 13.2kV or 4.160kV depending on location within the service territory. The type of standard service provided to a customer shall be determined by the Utility based on the anticipated usage of phases, voltage, and amperage.
 - 2.1.2. Construction and Connection Costs: The Utility may require a contribution in aid of construction for the replacement, construction or extension of distribution system facilities. Terms and conditions of contributions in aid of construction shall be established by the Utility in a non-discriminatory manner and shall include:
 - 2.1.2.1. The amount of contribution in aid of construction shall be prepared by the Utility.

- 2.1.2.2. Payment shall be due within 60 days of the date the contribution in aid of construction is prepared or it shall be null and void.
- 2.1.2.3. The Utility reserves the right to alter the amount to reflect changes to design, price, quantity, or weather conditions during the planned construction period.
- 2.1.2.4. Contributions in aid of construction shall be paid prior to the commencement of construction by the Utility.
- 2.1.3. Distribution System: The distribution system is comprised of primary voltage and secondary voltage facilities.

The Utility shall construct all standard and three phase line extensions for the distribution system. The distribution system shall, wherever possible, be constructed along existing public roads, streets and alleys. The route of the distribution system, service lines, and location of meters shall be determined by the Utility and are to be designed in the best interests of the public.

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. Secondary voltage facilities and services are the sole financial responsibility of the owner, developer, or customer.

The Utility shall consider the benefit of extensions to the distribution system when determining a contribution in aid of construction associated with extensions of primary voltage facilities. The owner, developer, or customer shall at a minimum be financially responsible for one extension at primary voltage plus any other facilities required to provide standard service as to avoid interference with service to other customers. Facilities that may be considered by the Utility to be beneficial to the distribution system include those that improve switching, load shifting, or voltage regulation beyond those determined by the Utility to be the minimum required to provide standard service.

In as much as possible, the timing of constructing extensions to the distribution system shall be in the order of receipt by the Utility of any contribution in aid of construction.

- 2.1.4. Utility Ownership of Facilities: The Utility shall construct, own, and maintain all facilities up to, but not including, the point at which the overhead service wire connects to the wires exiting the customer's weatherhead. Where the Utility supplies standard electric service using underground conductor, the Utility shall construct, own and maintain all facilities up to and including the transformer or secondary junction box.

Unless otherwise noted, the Utility shall furnish, own and maintain the meter.

- 2.1.5. **Underground Service Conversion:** The Utility may, upon request, provide underground service to a customer currently being served with overhead conductor. A contribution in aid of construction shall be required, but the Utility shall consider the age and condition of the existing service and future underground conversion costs in establishing the amount of the contribution in aid of construction and the applicability of any programs offered by the Utility for this purpose. Upon completion of the project, ownership shall be as provided in Section 2.1.4. of this Service Plan. The Customer shall grant the Utility, without charge, right of way over and on the premise on which the facilities are located, where necessary.

The Utility may choose to reconstruct overhead conductor with underground conductor when the Utility determines that it is in the best interest of the public. Such projects may require replacing secondary facilities owned by the customer. Upon completion of the project, ownership shall be as provided in Section 2.1.4. of this Service Plan. A contribution in aid of construction shall not be required for these reconstructions if all of the following conditions are met:

- 2.1.5.1. The reconstruction is constructed as designed by the Utility
- 2.1.5.2. The design is determined to be in the best interest of the public
- 2.1.5.3. The Customer has granted the Utility, without charge, right of way over and on the premise on which the facilities are located, where necessary.

Additional work performed by the Utility in conjunction with a conversion shall be subject to Section 2.1.3. of this Service Plan.

Any work performed by the Utility on customer-owned facilities shall be warranted from defect for a period not to exceed one year.

- 2.1.6. **Temporary Services:** Where service is deemed by the Utility to likely be temporary and in excess of standard single phase service defined in Section 2.1.1. of this Service Plan, 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. The definition of “temporary” shall be the time period in which an active building permit issued by the City of Indianola is in effect.
 - 2.1.7. **Damage By Third Parties:** Individuals found to be responsible for damage to the Utility’s 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 Facilities:** The customer shall be responsible for all wiring and electrical equipment on his or her premise except for facilities defined in Section 2.1.4. of this Service Plan as a responsibility of the Utility.

- 2.2.1. Meter Location: Location of the meter loop and meter socket shall be at the discretion of the Utility and at an outside location on a side of the building, and closest to its front as feasible, with a maximum distance of 1/3 of the distance between the front and rear of the building being served.
 - 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 for providing standard service.
 - 2.2.3. Unplanned Maintenance: The customer shall maintain all customer-owned facilities. Temporary disconnections and service calls under this subsection shall be subject to charges set in section 3.3 of this Service Plan.
 - 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 electric industry to assure - as far as reasonably possible - continuity of service and safety of persons and property. The Utility shall also systematically manage vegetation in the area of overhead and underground lines. The Utility shall not be held liable in actions arising from interruptions or fluctuations in service.

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

The customer 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. The customer shall be held responsible for his or her actions that cause damage to or loss of equipment or structures located on property occupied by the customer.

No inspection or approval of a customer's compliance with this section 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. The Utility will assist in recommending conditioning equipment when requested.

- 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 the Iowa Utilities Board:
 - 2.3.1.1. Iowa Electric Safety Code, as defined in Section 199, Chapter 25 of the Iowa Administrative Code and its referenced sections of the National Electric Safety Code.
 - 2.3.1.2. National Electric Code, NFPA No. 70
 - 2.3.1.3. American Standard Code for Electricity Metering, ANSI C12.
 - 2.3.1.4. USA Standard Requirements for Instrument Transformers, ANSI C57.13.
 - 2.3.1.5. American National Standard Requirements for Electrical Analog Indicating Instruments, ANSI C39.1.
 - 2.3.1.6. American Standard Requirements for Direct-Acting Electrical Recording Instruments (Switchboard and Portable Types), ANSI C39.2.
 - 2.3.1.7. American National Standard Voltage Ratings for Electric Power Systems and Equipment (60Hz), ANSI C84.1.
 - 2.3.1.8. Grounding of Industrial and Commercial Power Systems, ANSI C114.1.
 - 2.3.1.9. Any additional requirements as provided for in this Service Plan. References to publications listed above shall be deemed to be the latest edition or revision accepted by the Iowa Utilities Board as a standard of good practice.
- 2.3.2. Electric Facilities Inspection Plan: The Utility shall establish and maintain a Facilities Inspection Plan, which is hereby incorporated into this Service Plan by reference. The Facilities Inspection Plan shall, at a minimum, address those topics required under rules and regulations promulgated by the Iowa Utilities Board for Electric Utilities as provided for under Iowa Code Section 476.1B(1)b and Chapter 25 of Section 199 of the Iowa Administrative Code. Vegetation management policies and procedures shall also be addressed in the inspection plan.
- 2.3.3. Energy Conservation Standards: As a condition of electric service for space heating or cooling, the owner or builder of any structure completed after April 1, 1984 and intended primarily for human occupancy must certify to the Utility that the building conforms to the energy conservation requirements of the State Building Code as specified in Chapter 303 of Section 661 of the Iowa Administrative Code.

The Utility shall accept the issuance of an occupancy permit by the City of Indianola as compliance with this section if the City of Indianola Building Code requires conformity with the energy conservation requirements of the State Building Code.

- 2.3.4. Outdoor Lighting: The Utility shall purchase, construct, and maintain street lighting within the corporate boundaries of the City of Indianola wherever such lighting is determined by the Utility to be in the public interest and upon request of the Indianola City Council. The Utility shall require a contribution in aid of construction to install streetlights in those final platted areas that have not constructed electric facilities extensions approved by the Utility to the proposed subdivision prior to December 31, 2009.

The Indianola City Council may, at its own expense or that of a third party, purchase and construct street lighting meeting the Utility's specifications, to be maintained by the Utility, unless otherwise maintained by other utilities.

All street light facilities shall be the property of the City of Indianola once constructed, who also shall be responsible for payment of electric service.

The Utility shall maintain compliance with Iowa Code Section 476.62, which requires use of energy-efficient lighting for all outdoor lighting owned by the Utility. As such, the minimum efficiency standard shall be that of high-pressure sodium lighting.

Non-metered security lighting determined by the Utility to be necessary and prudent shall be provided at a monthly charge established by the governing body.

- 2.3.5. Pole Attachments: No third party may attach their facilities on Utility facilities without prior permission of the Utility and in compliance with pole attachment resolutions and charges adopted by the governing body. Any attachments shall also comply with National Electric Safety Code or any other rules and regulations imposed by the Iowa Utilities Board.

- 2.3.6. Special Requirements

- 2.3.6.1. Requirements for Electric Motors: All installations of power loads on the Utility's system shall conform to the safety rules as set forth in applicable facility standards in Section 2.3.1 of this Service Plan.

Customers are required to provide suitable protective devices so that motors and equipment will be protected from damage and from improper or dangerous operation in case of overload, loss of voltage, low voltage, single phasing of polyphase motors, or the reestablishment of normal service after any of the above. The Utility is not responsible for motor damage caused by any of the above conditions.

No motor in excess of 7 ½ horsepower shall be installed without application by the customer and the express approval of the Utility. The Utility reserves the right to limit the number and size of motors installed on single-phase extensions. The customer or customer's electrician shall contact the Utility regarding requirements for motor starting equipment, wiring and other motor specifications.

2.3.6.2. Special Requirements for Some Computers and Other Low Signal Voltage Equipment: Failure of equipment susceptible to transient over voltages and other forms of noise on the power line is not the responsibility of the Utility. The Utility will assist in recommending voltage-conditioning equipment when requested by the customer.

2.3.6.3. Corrective Equipment: Welders, hoists, grain driers and other equipment, which use electricity intermittently or which cause rapid load fluctuations, shall be installed and used in such a manner as to not adversely affect voltage regulation or impair the Utility's service to other customers. When such equipment creates fluctuating voltage or power factor conditions, or any other disturbance detrimental to the service of other customers or to the Utility's use of its own equipment, the customer shall be required to install and maintain, at his or her own expense, suitable corrective equipment to eliminate the detrimental effects.

2.3.6.4. Arc Welding Installations: On 60 ampere meter loops, the Utility shall approve for use on its lines only those welders meeting N.E.M.A. standards, with power factor correction, operating at 230 volts, and a maximum of 180 amperes output current.

On meter loops with capacity in excess of 60 amperes, higher rated welders may be installed by obtaining special permission from the Utility.

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 load and demand 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 the corporate limits of Indianola.

2.4.2. CITY RESIDENTIAL PRIMARY HEAT SOURCE SERVICE: Standard service to a permanent residence located within the corporate limits of Indianola where electricity is the primary heating source.

- 2.4.3. RESIDENTIAL AND FARM SERVICE OUTSIDE CORPORATE LIMITS: Standard service to a permanent residence located outside the corporate limits of Indianola.
 - 2.4.4. COMMERCIAL LIGHT AND POWER: Service for commercial uses, schools, churches, and public buildings, including all-electric service.
 - 2.4.5. SMALL INDUSTRIAL POWER: Service for commercial and industrial uses, where metered 15-minute monthly demand is at least 200 kW for six consecutive months.
 - 2.4.6. LARGE INDUSTRIAL POWER SERVICE: Service for commercial and industrial uses, where metered 15-minute monthly demand is at least 600 kW for six consecutive months.
 - 2.4.7. GOVERNMENT SERVICE: Service for use by units of the City of Indianola.
 - 2.4.8. LARGE POWER CONTRACTS: Service pursuant to provisions of a written contract.
 - 2.4.9. COST OF ENERGY ADJUSTMENT (ENERGY SURCHARGE): Surcharge to recoup wholesale energy-related purchasing or generation costs, including transmission costs and line losses.
 - 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. RESIDENTIAL TIME OF USE: Service to a permanent residence located within the corporate limits of Indianola with variable rates based on specified time periods.
 - 2.4.13. DELINQUENCY: Administrative charge for delinquent accounts.
 - 2.4.14. SHORT TERM CURTAILMENT: Optional credit program for customers able and willing to curtail at least 300kW of load during Utility specified curtailment periods.
- 2.5. Meter Installation: The Utility shall install, own, and maintain a meter of a type appropriate to the nature of the service, for each service extension. A meter seal shall be placed on all meters such that the seal must be broken to gain entry. Unless otherwise noted, all electric 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 electric service or to use a Utility meter for such purpose.
- 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 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. A common bus for three phase meter installations shall not be permitted.
- 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 of all or part of the customer's load.

When demand meters are used for billing purposes, the installation shall be designed so that the highest expected annual demand reading will be in the upper half of the meter's range.

- 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. Where magnetic tape or other delayed processing means is used, a visible kWh register shall be accessible.
- 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 single-phase 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 (3-phase, current transformer, network, and sub-station type) 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. The Utility shall not dispose of a meter permanently removed from service for a period of three (3) years after its retirement.
 - 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.

- 2.6. Utility Locates: The Utility shall complete utility service locates 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.

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.

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 three thousand (3,000) kWh 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 1st 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 three thousand (3,000) kilowatt-hours 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 1st billing. The customer will be notified of the revised payment amount by a separate mailing prior to the March 1st 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 in an amount less than that required or authorized by similar Iowa Utilities Board rules. 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 average accuracy shall be the arithmetic average of the percent registration at 10% of rated test current and at 100% of rated test

current, with the 10% test result being given a weighting of one and the 100% test current being given a weighting of four.

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 (no earlier than July 4, 1963), or one half the time since the last previous meter installation test. When the adjustment is due to meter "creep" it shall be assumed that creeping affected meter registration 25% of the adjustment period. 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. If there is still a dispute involving areas of authority of the Iowa Utilities Board, the customer may appeal to that board as provided for in Section 199 of the Iowa Administrative Code.

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

by either the governing body or the Iowa Utilities Board. 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. These sections shall be construed liberally to avoid conflict with Iowa Code Chapter 476.20 and applicable rules of the Iowa Utilities Board provided for in Section 199 of the Iowa Administrative Code.

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 Electricity Consumption: A customer who is subject to disconnection for nonpayment of bill, and whose electricity 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 electricity usage that may be readily identifiable, suggesting that an energy audit be conducted and identifying sources of energy conservation information and financial assistance that may be available to the customer.

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. Low-Income Home Energy Assistance: The Utility shall provide notice to all customers via a newsletter article of the availability of energy assistance for low income customers and how to apply for assistance pursuant to applicable sections of the Iowa Administrative Code. Qualifying customers shall be excluded from disconnection procedures during the winter moratorium period established by the Iowa Utilities Board (November 1 – April 1).
- 4.3. Customer Contribution Fund: The Utility shall provide for a customer contribution fund as duly adopted by resolution of the governing body. Use of collected funds shall be limited to assisting lower-income customers and shall be administered in compliance with Iowa Code Section 476.66 and applicable sections of the Iowa Administrative Code administered by the Iowa Utilities Board. The Utility shall annually notify all customers two (2) times per year of the existence of the fund pursuant to applicable sections of the Iowa Administrative Code.
- 4.4. Alternate Energy Purchase Program: The Utility shall provide for an alternate energy purchase program and shall be administered in compliance with Iowa Code Section 476.47 and applicable sections of the Iowa Administrative Code administered by the Iowa Utilities Board. The governing body shall establish policies and procedures that are hereby incorporated into this Service Plan by reference.
- 4.5. Energy Efficiency Programs: The Utility shall provide for incentives to encourage customers to improve their efficiency level of energy consumed. An Energy Efficiency Plan shall be filed with the Iowa Utilities Board that is hereby incorporated into this Service Plan by reference.
- 4.6. 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.

- 4.7. Project 700: The Utility may provide for incentives for customers to improve the safety of their service connection and to place overhead services underground. The governing body shall establish applicable policies and procedures that are hereby incorporated into this Service Plan by reference to implement this program.
- 4.8. Demand Response Program: The Utility reserves sole authority to aggregate demand response methods within its territory and to offer customers incentives to participate in demand response programs. Accordingly, no third party shall be allowed to aggregate demand response for any reason without the express permission of the Utility. The governing body shall establish applicable policies and procedures that are hereby incorporated into this Service Plan by reference to implement this program.
- 4.9. Small Power Production and Cogeneration Facilities:
- 4.9.1. Pursuant to federal law and to maintain compliance with applicable Iowa Code sections 476.41 through 476.45, the Utility shall purchase electric power from and sell electric power to qualifying small power facilities. The rates, terms and conditions of purchases and sales shall be nondiscriminatory and in accordance with an agreement or contract between the Utility and the qualifying small power facility, consistent with applicable state and federal regulations and Iowa Code Section 476.21. Copies of current federal and state regulations shall be made available by the Utility for public inspection upon request by a customer.
- 4.9.2. Definitions: Unless another meaning is specifically indicated, definitions of terms used in this division shall be those found in 199 IAC Chapter 15.
- 4.9.3. System Cost Data: The Utility shall provide information required by regulatory authorities intended to enable qualifying facilities to estimate the Utility's avoided costs for energy and capacity.
- 4.9.4. Obligations of the Utility: Pursuant to applicable state and federal regulations the Utility shall:
- 4.9.4.1. Purchase electric power directly or indirectly from qualifying small power facilities.
- 4.9.4.2. Sell power to qualifying small power facilities.
- 4.9.4.3. Interconnect with qualifying small power facilities.
- 4.9.4.4. At its discretion and with consent of the qualifying small power facility, transmit electric power from a qualifying small power facility to another utility.
- 4.9.4.5. Offer to operate in parallel with the qualifying small power facility.
- 4.9.5. Rates for Purchase: Rates for purchase of electrical power from a qualifying facility shall be determined by the Utility in accordance with applicable regulations. In the case of facilities with a design capacity of 100 kilowatts or less, the governing body may adopt standard rates of purchase.
- 4.9.6. Rates for Sale: Rates for sales of electrical power to a qualifying facility shall be determined by the Utility in accordance with applicable regulations. Rates for sales of electrical power to qualifying alternate

- energy production and small hydro facilities shall be determined pursuant to a contract or rate schedule adopted by the governing body.
- 4.9.7. Interconnection Costs: Interconnection costs for all qualifying small power facilities will be assessed on a non-discriminatory basis with respect to other customers with similar load characteristics. Payment for connection costs shall be due at the time such costs are incurred. Upon petition by any party involved and for good cause shown, the Utility may allow for a contribution in aid of construction over a reasonable period of time and upon such conditions as the governing body may determine.
 - 4.9.8. System Emergencies: All qualifying small power facilities shall be required to provide energy capacity to the Utility during a system emergency to the extent it is required to do so by agreement with the Utility or as ordered under state or federal authority. The Utility may discontinue purchases from and sales to a qualifying small power facility during a system emergency when purchases would contribute to the emergency and when discontinuance of sales is on a non-discriminatory basis.
 - 4.9.9. Standards for Interconnection, Safety and Operating Reliability: Standards for interconnection, safety, and operating reliability for the Utility and all qualifying small power facilities shall be those established by the Iowa Utilities Board in 199 IAC 15.10, which are hereby incorporated by reference. The Utility shall review current standards prior to allowing interconnection.
 - 4.9.10. Access: Both the operator of the qualifying facility and the Utility shall have access to the interconnection switch at all times.
 - 4.9.11. Inspections: The operator of the qualifying facility shall adopt a program of inspection of the generator and its appurtenances and the interconnection facilities to the satisfaction of the Utility in order to determine necessity for replacement and repair. Representatives of the Utility shall have access at all reasonable hours to the interconnection equipment specified in the inspection program.
 - 4.9.12. Emergency disconnection: In the event that the Utility or its customers experience problems of a type that could be caused by the presence of alternating currents or voltages with a frequency higher than 60 Hertz, the Utility shall be permitted to open and lock the interconnection switch pending a complete investigation of the problem. Where the Utility believes the condition creates a hazard to the public or to property, the disconnection may be made without prior notice. However, the Utility shall notify the operator of the qualifying facility by written notice and, where possible, verbal notice as soon as practicable after the disconnections. If the facility and the Utility are unable to agree on conditions for reconnection of the facility, a contested case proceeding to determine the conditions for reconnection may be commenced by the facility or the Utility upon filing of a petition with the Iowa Utilities Board.

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. Administrative Charge Schedule
 - i. Insufficient Funds
 - ii. Delinquency Notification
 - iii. Connection
 - 1. Normal business hours
 - 2. After hours
 - 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
 - 3. Daily Emergency 240 V service connection (\$20)
 - vii. Unintentional Unauthorized Connection Penalty
 - viii. Meter testing
 - ix. Non-emergency locates
 - 1. Normal business hours
 - 2. After hours
- D. Electric Facility Inspection Plan (need to add vegetation policy)
- E. Energy Efficiency Plan
- F. Construction Procedures
- G. Program Policies and Procedures
 - i. Donations
 - ii. Economic Incentives
 - iii. Project 700
 - iv. Demand Response