



**IMU BOARD OF TRUSTEES OF THE ELECTRIC,
WATER AND COMMUNICATIONS UTILITIES**

December 11, 2023

5:30 PM

IMU Customer Service Center
210 W 2nd Ave., Indianola, Iowa

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Consent Agenda**
 - A. Resolution approving payment #5 for Turbine 8 Control Replacement project.
 - B. Approval of Claims
 - C. Approval of Minutes of the prior meetings—Oct 9, Nov 27, Dec 4
 - D. October Financial Report
- 5. Electric Utility Informational Items**
- 6. Water Utility Informational Items**
- 7. Communications Utility Action Items**
 - A. Resolution approving a 28 E Agreement with Cedar Falls
 - B. Resolution approving a 3-year contract with Calix for Operations Cloud Services.
 - C. Resolution approving a 3-year contract with Calix for Service Cloud Support.
- 8. Communications Utility Informational Items**
- 9. Combined Electric, Water and Communications Action Items**
 - A. Public hearing regarding an amendment to the Fiscal Year 24 budget.
 - B. Resolution approving an amendment to the Fiscal Year 24 budget.
 - C. Discussion and direction on the Fiscal Year 2025 Budget
 - D. Resolution approving an Electric Service Plan
 - E. Resolution approving a Water Service Plan
 - F. Resolution approving a Communications Service Plan
- 10. Combined Electric, Water and Communications Informational Items**
- 11. Other Business**
 - A. Enter into closed session in accordance with Iowa Code Section 388.9(1) to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors,

- and no public purpose is served by such disclosure.
- B. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
 - C. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
 - D. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
 - E. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
 - F. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

12. Adjourn

Indianola Municipal Utilities
RESOLUTION NO 2023-

**RESOLUTION APPROVING PAYMENT APPLICATION 5
FOR TURBINE 8 CONTROL REPLACEMENT PROJECT**

WHEREAS, the Board of Trustees of the Indianola Municipal Utilities has deemed it necessary to replace the Turbine 8 Control in the Electric Department; and

WHEREAS, on December 12, 2022, the Board passed and approved Resolution 2022-058 “Making Award of Construction Contract for the Turbine 8 Control Replacement Project”; and

WHEREAS, the contract was awarded to Petrotech Inc. in the amount of \$599,914.00; and

WHEREAS, on December 4, 2023, Petrotech submitted a recommendation for payment #5 for said contract in the amount of \$19,760.19.

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Board of Trustees that:

1. The payment to Petrotech Inc. in the amount of \$19,760.19 is hereby approved; and
2. The IMU staff is authorized and directed to execute the payment application on behalf of the IMU Board of Trustees.

Passed and approved this 11th day of December 2023.

Lori Smith, Chairperson

ATTEST:

Monica Thompson, Board Secretary

RECOMMENDATION FOR PAYMENT

Owner: Indianola Municipal Utilities
Contractor: Petrotech, Inc.
Project: Turbine 8 Control Replacement
P&E Project No. 9900

Date of Application 12/4/2023
Application No. 5
Invoice No. 008346

Contract Amount	\$599,914.00
Change Order Adjustments	-
Current Value of Contract	\$ 599,914.00

Estimated Percentage of Completion	29.8%
Estimated Value of Completed Work	\$ 178,667.60

Less 5% Retainage	\$ 8,933.38
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Total Amount Due Contractor	\$ 169,734.22
Less Previously Approved Applications	\$ 149,974.01

Amount Available with this Application	\$ 19,760.21
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Amount Requested with this Application	\$ 19,760.19
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(Payable to Petrotech, Inc.)

Payment Remaining on Contract	\$ 430,179.80
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The status of the work as reported by Petrotech is shown on the attached sheets. I recommend the above amounts for payment, based on the status of the work, and the terms of the Contract.



Jared Kline, P.E.
P & E Engineering Co.



Petrotech, Inc.
Rotating Machinery Controls

INVOICE

Invoice Number 008346
Invoice Date December 04, 2023
PO Number Turbine 8
Contract 22--0101
Project 22-12-6-0-01
Bill Currency U.S. Dollars
Page 1 of 1

INVOICE TO:

Accounts Payable
Indianola Municipal Utilities
210 W. 2nd Ave
Indianola, IA 50125

FOR ELECTRONIC PAYMENT:

Bank name: WHITNEY BANK
Beneficiary: PETROTECH, INC.
ABA Routing No.: 065400153
Account No.: 715061038
Swift Code: WHITUS44

TERMS: Due in 30 Days + 2% Per Month Thereafter

Project Indianola Muni E Iowa substation power plant
Indianola IA

Turbine 8 control replacement project
Task control panel

Materials	Qty	Amount	Ext.Amt
Retainer	-0.05	20,800.20	-1,040.01
Project mgmt, eng, drafting and programming through November 2023 (non taxable) - 10% milestone	0.10	208,002.00	20,800.20
Subtotal : Materials			19,760.19

Invoice Total: \$ 19,760.19 (USD)

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Date Range: All Dates

Indianola Municipal Utilities

Thursday, December 7, 2023

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Account To Be Paid From		0000-10120-999								
Ahlers & Cooney P.C. - VEND-1002										
12/28/2023	Legal Services - EL	Net 30	323.03	0.00	15.00	323.03	323.03	856881	BL-12368	
							323.03	323.03		
American Registry For Internet Numbers, Ltd - VEND-1083										
12/29/2023	Annual Fee for Registration Services Plan	Net 30	1,000.00	0.00	15.00	1,000.00	1,000.00	SI465409	BL-12351	
							1,000.00	1,000.00		
Bally Sports Midwest - VEND-1222										
12/22/2023	1123 Expanded Basic	Net 30	4,868.14	0.00	15.00	4,868.14	4,868.14	V61027	BL-12400	
							4,868.14	4,868.14		
Big Ten Network - VEND-1096										
12/30/2023	1123 BTN Core - Expanded Basic	Net 30	1,996.98	0.00	15.00	1,996.98	1,996.98	261468	BL-12401	
							1,996.98	1,996.98		
Border States Industries Inc - VEND-1070										
12/30/2023	Suspension Clamp	Net 30	306.42	0.00	15.00	306.42	306.42	927462274	BL-12402	
12/30/2023	Suspension Clamp	Net 30	185.71	0.00	15.00	185.71	185.71	927462260	BL-12403	
							492.13	492.13		
BRAND, JUSTIN - VEND-100310										
12/2/2023	1223 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Dec 2023	BL-12379	
							75.00	75.00		
Calix Inc - VEND-1028										
12/1/2023	Transceiver	Net 30	2,937.85	0.00	15.00	2,937.85	2,937.85	343024	BL-12369	
							2,937.85	2,937.85		
Cedar Falls Utilities - VEND-1045										
1/3/2024	1123 Labor & Rack Space 28E Agreement (IP	Net 30	5,045.40	0.00	15.00	5,045.40	5,045.40	93197	BL-12404	
							5,045.40	5,045.40		
Cintas Corporation - VEND-1007										
12/10/2023	AED Battery - EL	Net 30	250.98	0.00	15.00	250.98	250.98	8406528390	BL-12333	
12/29/2023	First Aid Supplies - Fiber	Net 30	53.03	0.00	15.00	53.03	53.03	5186012017	BL-12352	
							304.01	304.01		
CIRCLE B CASHWAY - VEND-8615										

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	11/2/2023	Form Board for Sidewalk Pour Back	Open Terms	31.06	0.00	0.00	31.06	31.06	915309	BL-12405
							31.06	31.06		
City Of Indianola - VEND-1008 - BL-12406										
	1/3/2024	1223 Professional Services	Net 30	9,922.50	0.00	15.00	9,922.50	9,922.50	3189	BL-12406
							9,922.50	9,922.50		
Communication Innovators - VEND-1329										
	12/1/2023	Door Control Panels Remote Support	Net 30	150.00	0.00	15.00	150.00	150.00	113861	BL-12407
							150.00	150.00		
Consortia Consulting - VEND-1009										
	12/27/2023	1023 Consulting	Net 30	1,125.00	0.00	15.00	1,125.00	1,125.00	25465	BL-12353
							1,125.00	1,125.00		
DeMaranville Installations Inc - VEND-1404										
	12/21/2023	Fire Sprinkler Pipe Repair	Net 30	1,300.00	0.00	15.00	1,300.00	1,300.00	023-655A	BL-12446
	12/21/2023	Fire Sprinkler Inspections	Net 30	2,600.00	0.00	15.00	2,600.00	2,600.00	i23-1072B	BL-12447
							3,900.00	3,900.00		
Denman & Company, LLP - VEND-1193										
	12/29/2023	FY23 Audit	Net 30	5,500.00	0.00	15.00	5,500.00	5,500.00	Audit 2023	BL-12380
							5,500.00	5,500.00		
DES PLANQUES, CHRIS - VEND-101766										
	12/2/2023	1223 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Dec 2023	BL-12377
							75.00	75.00		
DICKINSON LAW - VEND-101709										
	12/6/2023	1123 Legal Services	Open Terms	1,896.00	0.00	0.00	1,896.00	1,896.00	1149217	BL-12442
							1,896.00	1,896.00		
Doug Pagel - VEND-1283										
	12/31/2023	1223 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Dec 2023	BL-12378
							75.00	75.00		
Doug Shull - VEND-1105										
	12/31/2023	1223 Treasurer Contract	Net 30	83.34	0.00	15.00	83.34	83.34	Dec 2023	BL-12381
							83.34	83.34		

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Dylan Michelsen - VEND-1180										
	12/31/2023	1223 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Dec 2023	BL-12373
							75.00	75.00		
Elisha Brown - VEND-1209										
	12/31/2023	1223 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Dec 2023	BL-12376
							75.00	75.00		
Fedor & Svetlana Zhuk - VEND-1141 - BL-12394										
	12/5/2023	Credit Refund	Net 30	66.06	0.00	0.00	66.06	66.06	00013942-6	BL-12394
							66.06	66.06		
IMU - VEND-8629										
	12/2/2023	Utilities - Fiber	Open Terms	1,314.32	0.00	0.00	1,314.32	1,314.32	10336512	BL-12409
	12/2/2023	Utilities - EL	Open Terms	1,747.16	0.00	0.00	1,747.16	1,747.16	10335661	BL-12411
	12/2/2023	Utilities - IMU Admin	Open Terms	205.35	0.00	0.00	205.35	205.35	10339038	BL-12412
	12/2/2023	Utilities - WA	Open Terms	17,259.43	0.00	0.00	17,259.43	17,259.43	10333608	BL-12413
							20,526.26	20,526.26		
Independent Advocate - VEND-1136										
	12/25/2023	BOT Meeting 11.13.23 Notification	Net 30	94.73	0.00	15.00	94.73	94.73	4310	BL-12354
	12/29/2023	Publication Report 11.14.23/Notice of Public H	Net 30	455.79	0.00	15.00	455.79	455.79	4311	BL-12414
	12/30/2023	Print & Digital Ad Nov23	Net 30	500.00	0.00	15.00	500.00	500.00	4335	BL-12383
							1,050.52	1,050.52		
Innovative Systems - VEND-1048										
	12/31/2023	December Elation Maint Fee	Net 30	12,749.21	0.00	15.00	12,749.21	12,749.21	INV-14476	BL-12415
	1/5/2024	1223 Utility Bills Printing & Postage	Net 30	6,697.86	0.00	15.00	6,697.86	6,697.86	INV-14576	BL-12445
							19,447.07	19,447.07		
Internal Revenue Service - VEND-1307										
	12/24/2023	941 Income Tax Payable - 112423 Payroll	Net 30	27,195.18	0.00	15.00	27,195.18	27,195.18	112423 Payroll	BL-12334
							27,195.18	27,195.18		
Iowa Association Of Municipal Utilities - VEND-1014										
	12/30/2023	Apprenticeship Materials - Dahl	Net 30	1,200.00	0.00	15.00	1,200.00	1,200.00	28994	BL-12416
							1,200.00	1,200.00		
Iowa Department Of Human Services - VEND-1310										
	12/24/2023	Garnishment Payable - 112423 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	112423 Payroll	BL-12335

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							723.23	723.23		
Iowa Department Of Revenue - VEND-1117										
	12/24/2023	IA Income Tax Payable - 112423 Payroll	Net 30	4,288.44	0.00	15.00	4,288.44	4,288.44	112423 Payroll	BL-12337
	12/31/2023	Sales Tax Billed 12.1.23	Net 30	47,969.50	0.00	15.00	47,969.50	47,969.50	Sales Tax Billed 12.1.23	BL-12417
	12/31/2023	November 23 Use Tax	Net 30	7,662.56	0.00	15.00	7,662.56	7,662.56	Nov 23 Use Tax	BL-12418
							59,920.50	59,920.50		
Iowa One Call - VEND-1015										
	12/17/2023	1023 Locates - WA	Net 30	405.00	0.00	15.00	405.00	405.00	256852	BL-12419
	12/17/2023	1023 Locates - EL	Net 30	390.60	0.00	15.00	390.60	390.60	256107	BL-12338
	12/17/2023	1023 Locates - Fiber	Net 30	241.20	0.00	15.00	241.20	241.20	256851	BL-12355
							1,036.80	1,036.80		
IPERS - VEND-1309										
	12/24/2023	IPERS Payable Nov23	Net 30	36,358.22	0.00	15.00	36,358.22	36,358.22	Ipers Payable - Nov	BL-12356
							36,358.22	36,358.22		
ISolved - VEND-1363										
	12/24/2023	FSA Payable - 112423 Payroll	Net 30	61.16	0.00	15.00	61.16	61.16	112423 Payroll	BL-12339
	12/31/2023	Nov23 Funding Fee	Net 30	5.10	0.00	15.00	5.10	5.10	W30840	BL-12384
							66.26	66.26		
Jeff Johannes - VEND-1141 - BL-12393										
	12/5/2023	Credit Refund	Net 30	53.46	0.00	0.00	53.46	53.46	00021365-4	BL-12393
							53.46	53.46		
Karen &Terry Cotton - VEND-1141 - BL-12391										
	12/5/2023	Credit Refund	Net 30	76.12	0.00	0.00	76.12	76.12	00010354-8	BL-12391
							76.12	76.12		
KNIA/KRLS - VEND-1090										
	12/26/2023	1123 :30 Spot Hometown Values	Net 30	691.20	0.00	15.00	691.20	691.20	23110568	BL-12357
	12/26/2023	1123 Sports Stream Spot	Net 30	60.72	0.00	15.00	60.72	60.72	23110569	BL-12358
							751.92	751.92		
Kurt Gocken - VEND-1023										
	12/31/2023	1223 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Dec 2023	BL-12370

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							75.00	75.00		
Kurt Ripperger - VEND-1025										
	12/31/2023	1223 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Dec 2023	BL-12371
							75.00	75.00		
LONGER, CHRIS - VEND-34025										
	12/2/2023	1223 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Dec 2023	BL-12374
							75.00	75.00		
Mark Todd - VEND-1141 - BL-12390										
	12/5/2023	Credit Refund	Net 30	40.61	0.00	0.00	40.61	40.61	00049498-2	BL-12390
							40.61	40.61		
Marquee Sports Network - VEND-1165										
	12/31/2023	1123 Expanded Basic	Net 30	3,077.01	0.00	15.00	3,077.01	3,077.01	Nov 23	BL-12420
							3,077.01	3,077.01		
METCALF, MIKE - VEND-34230										
	12/2/2023	1223 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Dec 2023	BL-12375
							75.00	75.00		
Mid American Energy Co - VEND-1018										
	12/15/2023	Gas - 1300 E Iowa Ave Bldg B - Oct/Nov23	Net 30	22.88	0.00	15.00	22.88	22.88	546490733	BL-12342
	12/15/2023	Gas - 1300 E Iowa Ave Bldg A	Net 30	20.88	0.00	15.00	20.88	20.88	546498687	BL-12340
	12/15/2023	909 E Hillcrest Ave, Generator	Net 30	12.61	0.00	15.00	12.61	12.61	546508916	BL-12359
	12/15/2023	111 S Buxton St Generation Plant	Net 30	92.20	0.00	15.00	92.20	92.20	546512264	BL-12360
	12/20/2023	Electric - West IA Substation	Net 30	10.00	0.00	15.00	10.00	10.00	546636941	BL-12341
							158.57	158.57		
Mission Square - VEND-1303										
	12/24/2023	457 Payable - 112423 Payroll	Net 30	6,137.31	0.00	15.00	6,137.31	6,137.31	112423 Payroll	BL-12343
							6,137.31	6,137.31		
National Cable Television Cooperative, Inc. - VEND-1095										
	12/29/2023	1123 Cable Programming	Net 30	56,377.53	0.00	15.00	56,377.53	56,377.53	23110589	BL-12361
							56,377.53	56,377.53		
Nexstar Broadcasting, Inc - VEND-1092										
	12/31/2023	1123 NewsNation	Net 30	417.04	0.00	15.00	417.04	417.04	545641	BL-12421

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	12/31/2023	1123 WHO Basic	Net 30	9,216.21	0.00	15.00	9,216.21	9,216.21	545419	BL-12422
							9,633.25	9,633.25		
Norwalk Ready Mix Concrete, Inc. - VEND-1119										
	12/30/2023	Limestone/Concrete	Net 30	491.25	0.00	15.00	491.25	491.25	340222	BL-12423
							491.25	491.25		
P & E ENGINEERING CO. - VEND-41540										
	11/23/2023	Turbine 8 Controls	Open Terms	19,940.00	0.00	0.00	19,940.00	19,940.00	6797	BL-12344
							19,940.00	19,940.00		
Peggy Larrington - VEND-1141 - BL-12388										
	12/5/2023	Credit Refund	Net 30	28.93	0.00	0.00	28.93	28.93	00047731-2	BL-12388
							28.93	28.93		
PETROTECH INC - VEND-102689										
	12/5/2023	Turbine 8 Control Replacement	Open Terms	19,760.19	0.00	0.00	19,760.19	19,760.19	008346	BL-12448
							19,760.19	19,760.19		
Power & Tel - VEND-1037										
	12/21/2023	CLOSURE DROP TERMINAL KIT	Net 30	422.67	0.00	15.00	422.67	422.67	7817802-00	BL-12362
							422.67	422.67		
ProImage Sign & Lighting - VEND-1150										
	12/31/2023	IMU Electric Dept Decals	Net 30	18.50	0.00	15.00	18.50	18.50	5094	BL-12425
							18.50	18.50		
Queck Capital Property Management LLC - VEND-1141 - BL-12367										
	12/4/2023	Credit Refund	Net 30	96.20	0.00	0.00	96.20	96.20	00046451-1	BL-12367
							96.20	96.20		
Ryan A Billings - VEND-1141 - BL-12392										
	12/5/2023	Credit Refund	Net 30	46.23	0.00	0.00	46.23	46.23	00044404-0	BL-12392
							46.23	46.23		
Samantha Fettes & Spencer Snyder - VEND-1141 - BL-12396										
	12/5/2023	Credit Refund	Net 30	63.10	0.00	0.00	63.10	63.10	00012151-7	BL-12396
							63.10	63.10		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										

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	11/14/2023	2-Ton Chain Hoist	Open Terms	1,397.25	0.00	0.00	1,397.25	1,397.25	272970	BL-12345
	11/14/2023	High Voltage PPE Annual Inspections	Open Terms	1,355.12	0.00	0.00	1,355.12	1,355.12	273006	BL-12346
	12/1/2023	Chain Hoist Repair	Open Terms	279.87	0.00	0.00	279.87	279.87	273314	BL-12426
							3,032.24	3,032.24		
Skye McBroom - VEND-1026										
	12/31/2023	1223 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Dec 2023	BL-12372
							75.00	75.00		
Teklink - VEND-1262										
	12/22/2023	Bore & Drop	Net 30	1,929.00	0.00	15.00	1,929.00	1,929.00	WE 11/19/23	BL-12363
							1,929.00	1,929.00		
Terry-Durin Co - VEND-1038										
	12/17/2023	1 1/2" Morris Clamps	Net 30	706.20	0.00	15.00	706.20	706.20	147161-00	BL-12348
	12/17/2023	1 1/4" Morris Clamp	Net 30	834.60	0.00	15.00	834.60	834.60	147586-00	BL-12349
	12/21/2023	1 1/4" INNER DUCT	Net 30	2,033.00	0.00	15.00	2,033.00	2,033.00	148997-00	BL-12427
	12/21/2023	3/4" INNER DUCT	Net 30	1,872.50	0.00	15.00	1,872.50	1,872.50	149000-00	BL-12428
	12/29/2023	ARMORCAST HAND HOLE - B 24 X 36 X 24	Net 30	13,315.08	0.00	15.00	13,315.08	13,315.08	149227-00	BL-12444
							18,761.38	18,761.38		
TRM DISPOSAL LLC - VEND-101016										
	11/25/2023	1123 Trash	Open Terms	46.00	0.00	0.00	46.00	46.00	29623	BL-12347
							46.00	46.00		
TrueNorth Companies LC - VEND-1100										
	12/30/2023	November 23 Safety Meeting	Net 30	92.29	0.00	15.00	92.29	92.29	154052	BL-12430
							92.29	92.29		
Unite Private Networks - VEND-1054										
	12/31/2023	Dark Fiber	Net 30	3,585.87	0.00	15.00	3,585.87	3,585.87	SI-23-044541	BL-12431
							3,585.87	3,585.87		
UPHDM Occupational Medicine - VEND-1101										
	12/30/2023	Employee Testing	Net 30	166.50	0.00	15.00	166.50	166.50	204979	BL-12432
							166.50	166.50		
VESSCO INC - VEND-57620										
	12/1/2023	Lime Machine Rebuild Parts	Open Terms	1,723.00	0.00	0.00	1,723.00	1,723.00	092646	BL-12364
							1,723.00	1,723.00		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, December 7, 2023

9:05:27 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
VISION METERING LLC - VEND-103244										
	11/21/2023	2S 320 Meters	Open Terms	1,193.00	0.00	0.00	1,193.00	1,193.00	221772	BL-12350
							1,193.00	1,193.00		
Warren County Veterans Affairs - VEND-1141 - BL-12395										
	12/5/2023	Credit Refund	Net 30	58.06	0.00	0.00	58.06	58.06	00022134-7	BL-12395
							58.06	58.06		
WESCO - VEND-60220										
	11/11/2023	Orange Locate Paint	Open Terms	327.42	0.00	0.00	327.42	327.42	846807	BL-12365
	12/2/2023	FR Clothing	Open Terms	356.68	0.00	0.00	356.68	356.68	868342	BL-12433
	12/2/2023	FR Clothing	Open Terms	128.40	0.00	0.00	128.40	128.40	868344	BL-12434
	12/2/2023	FR Clothing	Open Terms	121.28	0.00	0.00	121.28	121.28	868345	BL-12435
	12/2/2023	Yellow Tape	Open Terms	62.81	0.00	0.00	62.81	62.81	868346	BL-12437
	12/2/2023	Black Tape	Open Terms	650.56	0.00	0.00	650.56	650.56	868347	BL-12438
	12/2/2023	DE Shoes	Open Terms	392.39	0.00	0.00	392.39	392.39	868343	BL-12439
	12/6/2023	DE Insulators	Open Terms	675.54	0.00	0.00	675.54	675.54	871278	BL-12440
							2,715.08	2,715.08		
Wiegert Disposal Inc - VEND-1081										
	12/31/2023	1123 Dumpster Service 2-4 Yd	Net 30	110.00	0.00	15.00	110.00	110.00	Nov 2023	BL-12366
							110.00	110.00		
Wisconsin Independent Network, LLC - VEND-1067										
	12/31/2023	20 Gb Ethernet Circuit	Net 30	7,383.00	0.00	15.00	7,383.00	7,383.00	WIN023759	BL-12441
							7,383.00	7,383.00		
Check Count: 68				Totals:			\$365,883.81	\$365,883.81		

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS UTILITIES

October 9th, 2023 5:30 PM IMU Boardroom 210 W 2nd Avenue

Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 PM on October 9, 2023, in the IMU Boardroom. Acting Chairperson Deb White called the meeting to order and on roll call the following members were present: Dom Selgrade, Deb White, Mike Rosga, Adam Voigts. Absent: Lori Smith

There were no public comments offered.

Rozga moved to approve the Consent Agenda and Selgrade seconded it. On roll call, the vote was AYES: Selgrade, Rozga, White, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously. The consent agenda was as follows:

Approval of Claims

Approval of Minutes of the prior meetings

Approval of August 2023 Finance Report

Electric Superintendent Mike Metcalf gave updates on the Downtown alley progress in the west and north alleys and the plan to replace the 2011 new skid steer with a new model.

Water Superintendent Justin Brand gave updates Streetscape Project- currently focusing on the West Alley portion, and repairing an average of 2 main breaks per week, as well as finishing restoration of previous breaks.

Acting Chairperson Deb White opened the Public Hearing regarding the plans, specifications, form of contract and estimate of costs of the NOFA7 - Phase 2 Project. There were no public comments, and the public hearing was closed.

White introduced a Resolution approving the plans, specifications, form of contract and estimate of costs for the NOFA7 - Phase 2 Project. In discussion Telecommunications Superintendent Kurt Ripperger explained this project will complete the northern census area and continues the 3 southern census area with approximately 20,000 feet of distribution, at an engineer estimated cost of \$338,180.50. Selgrade motioned to approve, and Voigts seconded. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White introduced a Resolution awarding a contract for the NOFA7 - Phase 2 Project. Rosga motioned to approve and Selgrade seconded. In discussion: Ripperger that 6 bids were received, and NewCom determined that Hoffman Communications had the lowest responsible bid at \$220,848.80 and recommended the project be awarded to them. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White introduced a Resolution approving the contract and bond for the NOFA7 - Phase 2 Project. Voigts motioned to approve and Selgrade seconded. In discussion, Ripperger confirmed that the signed contract, performance bond, and certificate of liability are complete pending board approval, and that work was set to begin Wednesday October 11, 2023. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White introduced a Resolution to approve an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility providing for joint ownership and use of certain facilities and related matters. Rozga motioned to approve, and Voigts seconded. In discussion, Ripperger explained that this agreement adds Waterloo Telecommunications Utility to the 28E agreement, and all members will have the same agreement effective time with contract end date of October 11, 2026. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White introduced a Resolution to approve an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility regarding financial arrangements. Voigts motioned to approve and Selgrade seconded. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously. In discussion, Ripperger explained Waterloo Telecommunications Utility was contributing \$432,775.00 with \$73,347.00 being returned to IMU, and they will be taking over approximately 43% of the maintenance costs, which will result in a \$10-12,000 per year savings for IMU.

Telecommunications Superintendent Kurt Ripperger shared department updates on progress starting installing rural customers in the North NOFA7 Census area.

General Manager Chris Des Planques shared Combined Electric, Water and Communications Informational Items. CSR staff attended the Elation Conference and October 18&19 Elation staff are coming to IMU for training. Des Planques also noted that the City Council is in process of increasing the salary for the first time in 30 years for IMU Trustees from \$1,000 to \$3,250, following a salary survey.

Voights moved to adjourn at 6:05 p.m. and Selgrade seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS
UTILITIES November 27, 2023 5:30 PM IMU Customer Service Center 210 W 2nd Ave.,
Indianola, Iowa
Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 PM on November 27, 2023, in the IMU Boardroom. Chairperson Lori Smith called the meeting to order and on Roll Call the following members were present: Dom Selgrade, Deb White, Mike Rozga, Adam Voigts, and Lori Smith
There were no public comments offered.

White moved to approve the Consent Agenda and Selgrade seconded it. On roll call, the vote was AYES: Selgrade, Rozga, Smith, White, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously. The consent agenda was as follows:

Approval of Claims

Approval of Minutes of the prior meetings.

Electric Department Superintendent Mike Metcalf gave updates on the repairs for Turbine 7 and West Iowa Substation, and shared upcoming meeting information for the K Street Highway 92 project.

Water Department Superintendent Justin Brand shared updates on the completion of the Downtown Streetscape and the progress on the SE Alley project, and are busy with winter operations and plant maintenance.

Telecommunications Department Superintendent Kurt Ripperger shared that the Pella Route will be finished pending final locates this week, the NOFA 7 North is on track to finish before the 12/31/2023 deadline, and that NOFA 7 South has 2 more phases to complete. Resumes are being accepted for the open field tech position, and the department is focusing on winter prep and budget.

Robert Endriss of Denman and Company LLP gave the Financial Audit Presentation for the Fiscal year ended June 30, 2023.

General Manager Chris Des Planques shared news from MEAN contract meetings, work continues on budget, he shared IMU will be attending and reporting back to the board after an upcoming K Street meeting with city staff, the Service Plan is nearing completion and will be presented at the December 11th meeting, and updated on the solar project.

Smith introduced and Rozga motioned, and Voigts seconded to enter into closed session at 6:18 pm in accordance with Iowa Code Section 388.9(1) to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors, and no public purpose is served by such disclosure. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White motioned to exit closed session and Selgrade seconded at 6:37. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Smith requested and White motioned to Adjourn at 6:38, and Rozga seconded, on voice vote AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS UTILITIES

December 4, 2023 Special Session 4:00 pm

Minutes

The Indianola Municipal Utilities Board of Trustees held a special session at 4:00 PM on December 4th, 2023. Chairperson Lori Smith called the meeting to order and on roll call the following members were present via Microsoft Teams: Dom Selgrade, Lori Smith, Adam Voigts. Absent: Deb White and Mike Rozga.

It was moved by Voigts and seconded by Selgrade to approve Resolution 2023-048 approving health insurance premium holiday for December 2023. General Manager Chris Des Planques explained the details and financial impact, and explained that the Indianola City Council was approving a similar resolution, and that in order to remain consistent with the City's resolution, he recommended that the board approve the resolution. On roll call, the vote was Ayes: Dom Selgrade, Lori Smith, Adam Voigts. Nays: None. The resolution was passed unanimously. Selgrade motioned to adjourn at 4:13 PM and Voigts seconded. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Water Utility Financial Summary
October 31, 2023

600 WATER OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Water Service Sales	2,823,500	1,018,777	36.08%
Other Water Revenue	360,300	94,964	26.36%
Total Revenue:	3,183,800	1,113,741	34.98%
Water O&M Expense	2,222,404	781,338	
Water O&M Transfers Out	1,000,000	391,333	
Total Expense and Transfers:	3,222,404	1,172,672	36.39%
Beginning Net Position		13,956,134	
Net Surplus (Deficit)		(58,931)	
Ending Net Position		13,897,203	

700 WATER CAPITAL FUND

From Water Operations	1,000,000	391,333	
Total Transfers In:	1,000,000	391,333	39.13%
Water Capital Expense	1,200,000	88,406	
Total Expense:	1,200,000	88,406	7.37%
Beginning Net Position		2,470,342	
Net Surplus (Deficit)		302,927	
Ending Net Position		2,773,269	

780 WATER IMPROVE FUND

Beginning Net Position	75,000
Net Surplus (Deficit)	0
Ending Net Position	75,000

WATER CASH ON HAND
(110 days or greater)

364 days

O&M	\$ 444,876
Capital	\$ 3,044,650
Debt Service	\$ 75,000
	\$ 3,564,526

FY24		
Budget	YTD Actual	% of Budget
3,165,800	1,048,383	33.12%
380,800	151,303	39.73%
3,546,600	1,199,686	33.83%
2,279,878	945,123	
1,190,000	396,667	
3,469,878	1,341,789	38.67%
	14,444,384	
	(142,104)	
	14,302,280	

1,190,000	396,667	
1,190,000	396,667	33.33%
1,290,000	109,463	
1,290,000	109,463	8.49%
	2,965,943	
	287,204	
	3,253,147	

	75,000
	0
	75,000

Gallons Billed FY23-24 Gallons Billed FY22-23 YOY Increase %

July	36,713,420	31,583,030	16.2%
August	33,852,270	37,092,320	-8.7%
September	35,871,910	43,870,320	-18.2%
October	39,773,580	36,165,050	10.0%
November	31,508,750	30,973,650	2%
December			
January			
February			
March			
April			
May			
June			
YTD TOTAL	177,719,930	179,684,370	-1.1%

Inventory on Hand FY23-24 Inventory on Hand FY22-23 YOY Increase %

July	\$ 131,441	\$ 112,249	17.1%
August	\$ 124,926	\$ 110,331	13.2%
September	\$ 118,941	\$ 104,559	13.8%
October	\$ 207,261	\$ 108,675	90.7%
November	\$ 208,497	\$ 109,309	91%
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 158,213	\$ 109,025	45.1%

IMU Admin/US Financial Summary
October 31, 2023

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
620 ADMIN & UTILITY SERVICES						
Admin/US Revenue	1,406,867	446,941	31.77%	1,329,354	455,811	34.29%
Total Revenue:	1,406,867	446,941	31.77%	1,329,354	455,811	34.29%
Admin/US O&M Expense	1,406,867	461,346		1,329,354	444,435	
Total Expense:	1,406,867	461,346	32.79%	1,329,354	444,435	33.43%
Beginning Net Position		35,687			203,175	
Net Surplus (Deficit)		(14,405)			11,375	
Ending Net Position		21,282			214,550	
855 LIABILITY INS FUND						
Beginning Net Position		9,099			9,099	
Net Surplus (Deficit)		0			0	
Ending Net Position		9,099			9,099	

US/ADMIN CASH ON HAND O&M \$ 541,015

Electric Utility Financial Summary
October 31, 2023

630 ELECTRIC OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Electric Service Sales	16,189,977	7,058,388	43.60%
Other Electric Revenue	1,657,700	456,467	27.54%
Total Revenue:	17,847,677	7,514,855	42.11%
Electric O&M Expense	15,287,869	4,956,236	
Electric O&M Transfer Out	1,171,153	382,073	
Total Expense and Transfers:	16,459,022	5,338,309	32.43%
Beginning Net Position		33,191,504	
Net Surplus (Deficit)		2,176,547	
Ending Net Position		35,368,051	

730 ELECTRIC CAPITAL FUND

Electric Capital Revenue	1,397,300	553,918	
From Electric Operations	0	0	
Total Revenue and Transfers In:	1,397,300	553,918	39.64%
Electric Capital Expense	2,477,500	280,750	
Total Expense:	2,477,500	280,750	11.33%
Beginning Net Position		6,564,867	
Net Surplus (Deficit)		273,168	
Ending Net Position		6,838,035	

793 ELECTRIC DEBT SERVICE

From Electric Operations	1,171,153	382,073	
Total Transfers In:	1,171,153	382,073	32.62%
Electric Debt Service	1,171,153	135,275	
Total Expense:	1,171,153	135,275	11.55%
Beginning Net Position		1,368,750	
Net Surplus (Deficit)		246,798	
Ending Net Position		1,615,548	

ELECTRIC CASH ON HAND
(110 days or greater)

O&M	\$ 9,701,306
Capital	\$ 7,052,417
Debt Service	\$ 1,596,014
	\$ 18,349,738

347 days

	FY24		
	Budget	YTD Actual	% of Budget
Electric Service Sales	16,420,384	6,960,303	42.39%
Other Electric Revenue	1,609,900	467,497	29.04%
Total Revenue:	18,030,284	7,427,801	41.20%
Electric O&M Expense	15,409,076	5,528,571	
Electric O&M Transfer Out	3,653,672	1,217,891	
Total Expense and Transfers:	19,062,748	6,746,462	35.39%
Beginning Net Position		35,046,761	
Net Surplus (Deficit)		681,339	
Ending Net Position		35,728,100	

Electric Capital Revenue	1,396,700	401,099	
From Electric Operations	2,500,000	833,333	
Total Revenue and Transfers In:	3,896,700	1,234,432	31.68%
Electric Capital Expense	2,716,300	193,439	
Total Expense:	2,716,300	193,439	7.12%
Beginning Net Position		8,062,135	
Net Surplus (Deficit)		1,040,993	
Ending Net Position		9,103,128	

From Electric Operations	1,153,672	384,557	
Total Transfers In:	1,153,672	384,557	33.33%
Electric Debt Service	1,153,672	157,408	
Total Expense:	1,153,672	157,408	13.64%
Beginning Net Position		1,368,865	
Net Surplus (Deficit)		227,149	
Ending Net Position		1,596,014	

	Kwhs Billed FY23-24	Kwhs Billed FY22-23	YOY Increase %
July	10,450,789	10,128,099	3.2%
August	11,547,802	12,799,785	-9.8%
September	12,959,519	14,217,561	-8.8%
October	12,753,605	11,654,976	9.4%
November	9,208,467	8,657,190	6%
December			
January			
February			
March			
April			
May			
June			
YTD TOTAL	56,920,182	57,457,611	-0.9%

	Inventory on Hand FY23-24	Inventory on Hand FY22-23	YOY Increase %
July	\$ 1,276,213	\$ 1,165,007	9.5%
August	\$ 1,337,147	\$ 1,208,115	10.7%
September	\$ 1,396,439	\$ 1,251,752	11.6%
October	\$ 1,422,195	\$ 1,211,972	17.3%
November	\$ 1,462,286	\$ 1,164,591	26%
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 1,378,856	\$ 1,200,287	14.9%

Fiber Utility Financial Summary
October 31, 2023

640 FIBER OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Fiber Service Sales	4,310,000	1,447,665	33.59%
Other Fiber Revenue	953,950	134,307	14.08%
Total Revenue:	5,263,950	1,581,972	30.05%
Fiber O&M Expense	3,435,424	1,268,510	
Fiber O&M Transfer Out	1,906,879	315,675	
Total Expense and Transfers:	5,342,303	1,584,185	29.65%
Beginning Net Position		(4,908,922)	
Net Surplus (Deficit)		(2,213)	
Ending Net Position		(4,911,136)	

740 FIBER CAPITAL FUND

Fiber Capital Revenue	0	312	
From Fiber Operations	801,000	192,800	
Total Revenue and Transfers In:	801,000	193,112	24.11%
Fiber Capital Expense	2,318,000	277,081	
Total Expense:	2,318,000	277,081	11.95%
Beginning Net Position		1,566,044	
Net Surplus (Deficit)		(83,968)	
Ending Net Position		1,482,076	

795 FIBER DEBT SERVICE

From Fiber Operations	1,105,879	122,875	
Total Transfers In:	1,105,879	122,875	11.11%
Fiber Debt Service	1,105,879	0	
Total Expense:	1,105,879	0	0.00%
Beginning Net Position		0	
Net Surplus (Deficit)		122,875	
Ending Net Position		122,875	

*Fund 640 Ending Fund Balance	(4,788,260)
*Fund 740 Ending Fund Balance	1,482,076
	(3,306,184)

FIBER CASH ON HAND

(110 days or greater)

O&M	\$	(558,822)
Capital	\$	1,118,045
Debt Service	\$	375,471
61 days	\$	934,694

FY24		
Budget	YTD Actual	% of Budget
4,722,200	1,590,814	33.69%
653,050	147,501	22.59%
5,375,250	1,738,315	32.34%
3,313,142	1,343,032	
2,058,913	686,304	
5,372,055	2,029,337	37.78%
(3,464,668)		
(291,022)		
(3,755,689)		

0	8,609	
932,500	310,833	
932,500	319,442	34.26%
1,192,500	895,545	
1,192,500	895,545	75.10%
938,067		
(576,103)		
361,964		

1,126,413	375,471	
1,126,413	375,471	33.33%
1,126,413	0	
1,126,413	0	0.00%
0		
375,471		
375,471		

	Subscriptions FY23-24	Subscriptions FY22-23	YOY Increase %
July	3,872	3,513	10.2%
August	3,908	3,560	9.8%
September	3,930	3,581	9.7%
October	3,963	3,624	9.4%
November	3,975	3,648	9%
December			
January			
February			
March			
April			
May			
June			
YTD TOTAL	19,648	17,926	
	9.6%		

	Inventory on Hand FY23-24	Inventory on Hand FY22-23	YOY Increase %
July	\$ 1,858,586	\$ 1,523,440	22.0%
August	\$ 1,878,531	\$ 1,596,300	17.7%
September	\$ 1,859,378	\$ 1,624,706	14.4%
October	\$ 1,843,233	\$ 1,693,450	8.8%
November	\$ 1,842,936	\$ 1,706,328	8%
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 1,856,533	\$ 1,628,845	14.0%

The Fiber Utility fund has a deficit fund balance of (\$3,018,254).
The deficit fund balance is the result of start-up costs incurred to initiate the utility service.
The deficit will be eliminated in future periods through net customer charges.

October 2023

You should expect to see YTD revenue and expenses to be 4/12 (or 33%) of Budget.

Water and Electric service revenue may fall ahead or behind budget due to seasonal fluctuations.

O&M Expenses are above the YTD comparison to budget due to the inclusion of depreciation expense. We do not budget for depreciation but it is included in the monthly expenses.

O&M expenses are higher compared to FY23 due to monthly depreciation being calculated in FY24.

We are reporting each department's net position, which is cash and all other assets (such as billing receivables and capital assets) less accumulated depreciation and liabilities.

Cash on Hand - 110 days or more of cash on hand based on the recommended 90-120 days to maintain our bond rating (A-).

FY24 beginning balances have been updated following the completion of the FY23 financial audit.

This report is on a modified cash basis, with monthly (non-cash) depreciation included beginning FY24.

Water Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

US/Admin Notes: The 620 fund is intended to be a zero balance fund and doesn't have any significant stand alone obligations. Any balance or deficit here is timing related or is city services collected from the current month to be transferred in the following month.

Indianola Municipal Utilities
RESOLUTION NO 2023-

**AGREEMENT UNDER IOWA CODE CHAPTER 28E BETWEEN THE MUNICIPAL COMMUNICATIONS UTILITY
OF THE CITY OF CEDAR FALLS, CITY OF PELLA TELECOMMUNICATIONS UTILITY, AND INDIANOLA
MUNICIPAL UTILITIES PROVIDING FOR SHARED USE OF CERTAIN FACILITIES AND RELATED MATTERS**

WHEREAS, the purpose of this Agreement is to provide for the shared use, management, control and maintenance of an Optical Transport Network (OTN) connecting the parties' fiber networks for the purpose of transporting data, and make available certain other shared services, equipment, appliances and appurtenances for the joint benefit of the parties.; and

WHEREAS, this Agreement shall be effective upon approval by all parties and continue in effect until December 31, 2028, and thereafter shall continue for periods of five years unless any party provides the others with notice of its intent to terminate, at least 1 year prior to the next termination date, in which event this Agreement shall terminate on the next expiration date. After the initial term expires on December 31, 2028, the subsequent five-year terms shall be from January 1 of the first year of the five-year term to December 31 of the fifth year of the five-year term.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities, Iowa, that the agreement between the Municipal Communications Utility of the City of Cedar Falls, City of Pella Telecommunications, and Indianola Municipal Utilities is hereby approved and the Board Chair is hereby authorized and directed to execute the agreement on behalf of Indianola Municipal Utilities.

Approved this 11th day of December 2023.

Lori Smith, Board Chair

ATTEST:

Monica Thompson,
Board Secretary

**AGREEMENT UNDER IOWA CODE CHAPTER 28E BETWEEN THE
MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR
FALLS, CITY OF PELLA TELECOMMUNICATIONS UTILITY, and
INDIANOLA MUNICIPAL UTILITIES PROVIDING FOR SHARED USE OF
CERTAIN FACILITIES AND RELATED MATTERS**

BE IT REMEMBERED that for the mutual promises, covenants and considerations herein contained and pursuant to Iowa Code Chapter 28E, The Municipal Communications Utility of the City of Cedar Falls, Iowa ("CFU"), City of Pella Telecommunications Utility ("Pella"), Indianola Municipal Utilities ("IMU") , all municipal utilities in good standing, organized, operating and existing under Iowa Code Chapter 388, have entered into the following agreement, to wit:

1. The purpose of this Agreement is to provide for the shared use, management, control and maintenance of an Optical Transport Network (OTN) connecting the parties' fiber networks for the purpose of transporting data, and make available certain other shared services, equipment, appliances and appurtenances for the joint benefit of the parties. This Agreement does not include internet transit.

2. CFU has installed in its headquarters building in Cedar Falls an OTN which extends through Des Moines and Grinnell, Iowa, including needed software, licensing and hardware. This network is built using Coriant (Infinera) equipment, and CFU requires that upgrades to existing OTN nodes and addition of new nodes utilize the same vendor. The parties shall retain individual ownership of their investments under this Agreement and shall gain access to shared use of the OTN as defined in Schedule A.

3. In order to facilitate and provide for services under this Agreement, each party agrees to construct or provide a portion of the fiber and purchase a portion of the OTN equipment and required software and licenses at its own expense as defined in Schedule A. Upon request, CFU will provide technical assistance regarding equipment selection and configuration of the OTN. The fiber links thus constructed will be lit, managed, and monitored by CFU Network Engineers. Each party shall perform the maintenance and repair of its own fiber.

4. CFU will provide the Network Engineers required to operate the OTN. The Network Engineers will be employees of CFU and shall not have any separate rights or standing under this Agreement. Each party to this Agreement shall be invoiced monthly by CFU for its share of the OTN through a Network Management Fee as defined in Schedule A. All parties will pay the invoice within 30 days of receipt.

5. From time-to-time additional capacity will be needed on the network. The entity requiring the additional capacity shall bear the expense of adding that capacity. Other entities to this Agreement may mutually agree to participate in the upgrades, sharing the expense and resultant capacity.

6. CFU will administer this Agreement and the operation and maintenance of the OTN. CFU will be solely responsible for all decisions regarding maintenance and operation. The cost of all needed replacement or repair parts, including software and software updates, improvements or contracted outside labor fees, will be divided in the same manner as provided by Schedule A hereof, and paid to CFU upon presentation of an invoice of actual cost only, within 30 days. This cost sharing arrangement will be applicable only to the extent the maintenance and operation expenses are necessary for the benefit of all parties to this Agreement.

7. In October of each year, commencing October 2024, all parties to this Agreement shall meet at CFU headquarters or via teleconference to review capacity and technology upgrades/replacements of the OTN applicable under this Agreement for the purpose of budgeting those upgrades/replacements for the next calendar year. The cost of upgrades/replacements desired shall be allocated as defined in Schedule A. Schedule A may be amended as a part of the process described in this paragraph.

If by ten days after the initial meeting in any October the parties are unable to agree on upgrades/replacements under this paragraph, then they shall mediate all outstanding disputes. Mediation shall commence upon the written notice of any member to all other members. If after notice the parties cannot agree upon a mediator, they shall each select a mediator and the mediators shall mutually select one more person to also act as mediator. If sixty days after appointment of a mediator or mediators the parties have not resolved their dispute or dispute then the parties shall select an arbitrator under Iowa Code chapter 679A, if they are unable to agree on an arbitrator within 30 days, then any party may petition the district court for appointment of an arbitrator. The arbitrator will make a decision within 90 days of selection or appointment. The parties shall accept or reject the decision of the arbitration within ten days of receipt. If the parties accept (or fail to reject) the arbitrator's decision within the time allowed, the decision shall be final and binding upon all parties on all matters in dispute. If any party rejects the arbitrator's decision, then one hundred eighty days thereafter this Agreement shall terminate as provided in paragraph 10.

8. No separate legal or administrative entity is created by this Agreement.

9. Parties hereto shall not engage in joint financing, but shall each be separately responsible for financing their costs and expenses under this Agreement.

10. This Agreement shall be effective upon approval by all parties and continue in effect until December 31, 2028, and thereafter shall continue for periods of five years unless any party provides the others with notice of its intent to terminate, at least 1 year prior to the next termination date, in which event this Agreement shall terminate on the next expiration date. After the initial term expires on December 31, 2028, the subsequent five-year terms shall be from January 1 of the first year of the five-year term to December 31 of the fifth year of the five-year term.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. In the event that any member utility, or the assets of any member utility are sold, leased or otherwise transferred, each member utility shall retain its access to the entire Network as described in Schedule A for the remainder of the term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

INDIANOLA MUNICIPAL UTILITIES

, Board Chair

, Secretary to the Board

Date

SCHEDULE A

Network Topology, Fiber Construction, and Financial and non-Financial Considerations

Generally, the OTN will extend from Des Moines south to Indianola, east to Pella, then north to Grinnell. This will be a mix of existing and new fiber as delineated in the following sections.

CFU has invested significant resources and training in an existing OTN utilizing Coriant (Infinera) equipment and software. CFU requires that upgrades to existing OTN nodes and addition of new nodes utilize the same vendor to leverage engineering expertise.

Des Moines to Indianola

Will utilize existing IRU fiber controlled by Indianola.

CFU will pay for the additional Infinera OTN equipment, software and licenses required to support this in Des Moines, and will provide rack space, power, and cooling for the equipment. CFU will configure, install, test, and turn up the equipment and will monitor and upgrade the equipment.

Indianola to Pella

Will utilize new fiber to be built by Indianola and Pella to a to-be-determined meet point.

Indianola and Pella will pay for the construction, make ready, fiber characterization and any other costs necessary to build the fiber network between Indianola and Pella.

Indianola will pay for the Infinera OTN equipment, software, and licenses in Indianola.

Indianola will provide rack space, power, and cooling for the equipment in Indianola.

Pella will pay for the Infinera OTN equipment, software, and licenses in Pella. Pella will provide rack space, power, and cooling for the equipment in Pella.

CFU will configure, install, test, and turn up the equipment for a one-time fee, see Fee Chart below. CFU will manage, monitor, and upgrade the equipment for a monthly Network Management Fee, see Fee Chart below.

Pella to Grinnell

Will utilize new fiber to be built by Pella to Grinnell and will utilize CFU's existing OTN equipment. Pella will pay for the construction, make ready, fiber characterization and any other costs necessary to build the fiber network from Pella to the Grinnell colocation facility.

CFU will pay for the Infinera OTN equipment, software and licenses required to support this in Grinnell, and will provide rack space, power, and cooling for the equipment. CFU will configure, install, test, and turn up the equipment and will monitor and upgrade the equipment.

Capacity Sharing

Indianola and Pella shall share capacity (up to 44x 10G/100G waves) on the new OTN segments, namely the Des Moines – Indianola – Pella – Grinnell path. CFU shall have the right to use excess capacity on the new OTN segment built by Indianola and Pella. CFU shall pay the MRC transport fee as listed in Schedule A under this agreement to be shared equally by Indianola and Pella.

Fee Chart Payable to CFU

Indianola test and turn up – one-time fee	\$10,000
Indianola monthly Network Management fee	\$300
Pella test and turn up – one-time fee	\$10,000
Pella monthly Network Management fee	\$300

Ongoing operation, replacement, maintenance, or licensing fees which are not directly allocable to certain parties, but which are associated with the shared OTN operation, will be allocated equally among all parties.

Network Management Fees shall adjust 3% annually beginning January 1, 2025. CFU shall also bill for actual, reasonable travel time and expenses, including CFU staff hourly pay rate, if issues arise after test and turn up which would require CFU staff to troubleshoot issues.

Transport to other Add/Drop nodes on the OTN Network (ie Cedar Falls or Des Moines)

CFU will charge a MRC transport fee to Indianola and a MRC transport fee to Pella based on needed capacity:

1gb \$550

2gb \$675

3gb \$800

4gb \$925

5gb \$1050

10gb \$1200

Each additional 10gb \$1200/month

Indianola and Pella may change the transport capacity by notification to CFU upon at least 30 days advance notice within the term of this agreement.

For redundant Add/Drop Z-Locations add 50% per location of the committed rate.

I.E.- Customer has their primary 5gb Z-Location in Des Moines and requires a secondary redundant Z-Location in Cedar Falls. The committed rate of 5gb + 50% would be \$1575 MRC.

Please note internet transit does not have a transport capacity requirement. Transit fees are inclusive of transport. Transport capacity considered in this section is for video data and other non-transit data.

Initial Add/Drop Sites- Please note that as network requirements change the locations below may be adjusted.

Indianola, Iowa

A-Location- IMU Headend, Indianola, Iowa—Transit and Video/Phone

Z-Locations- CFU, Cedar Falls, Iowa

ConnectDSM, 666 Walnut, Des Moines, Iowa

Pella, Iowa

A-Location- PEF Headend, Pella, Iowa

Z-Locations- CFU, Cedar Falls, Iowa

ConnectDSM, 666 Walnut, Des Moines, Iowa

Indianola Municipal Utilities
RESOLUTION NO. 2023-000

RESOLUTION AUTHORIZING A CONTRACT WITH CALIX FOR OPERATIONS CLOUD SERVICES

WHEREAS, Indianola Municipal Utilities needs to engage a company to provide operations cloud services; and

WHEREAS, Calix has prepared and presented an agreement for these services for a three-year period; and

WHEREAS, after a review of the contract submitted by Calix, the Board of Trustees believes it to be in the best interest of IMU to engage Calix for operations cloud services; and

WHEREAS the Board of Trustees finds that the proposed contract with Calix should be approved and the Communications Superintendent authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that

1. The contract for operations cloud services between Indianola Municipal Utilities and Calix for the duration of the three-year contract is hereby approved.
2. The Communications Superintendent is authorized and directed to execute the contract on behalf of Indianola Municipal Utilities.

Passed this 11th day of December 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson BOT Secretary



Calix Operations Cloud Order Document

Customer Information

Company Name: INDIANOLA MUNICIPAL UTILITIES
Address: 210 W 2nd Ave,
Indianola, IA 50125
United States

Contact Name: Kurt Ripperger
Contact Email: kripperger@imufiber.com
Contact Phone: (515) 962-5283

This Order Document for Calix Operations Cloud ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

Service Start Date: March 01, 2024 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

Pricing Terms

Initial Period: 6 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01269	OPS Cloud Man- aged ONTs	6 Months	\$1.33	500	\$3,990.00
Calix Operations Cloud					
000-01256					\$4,495.00
Revenue EDGE Program Implementation					
Initial Period Total					\$8,485.00
Period 1: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01269	OPS Cloud Man- aged ONTs	12 Months	\$0.61	3500	\$25,620.00
Calix Operations Cloud					
Period 1 Total					\$25,620.00
Period 2: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01269	OPS Cloud Man- aged ONTs	12 Months	\$0.77	4000	\$36,960.00
Calix Operations Cloud					
Period 2 Total					\$36,960.00
Period 3: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01269	OPS Cloud Man- aged ONTs	12 Months	\$0.67	5000	\$40,200.00
Calix Operations Cloud					
Period 3 Total					\$40,200.00

Calix Operations Cloud includes the following:



- Calix Operations Cloud Service
- Operations Cloud - Customer Success - Premier (Subscriber Based Model)

Cloud Implementation Bundle includes the following:

- Cloud Netflow Implementation Module - Calix RG
- Operations Cloud - Setup

Payment

The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payment for the Services will be due upon invoice receipt. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.

All Services fees shall be invoiced upon the Service Start Date with the exception of Implementation Service Fees. Implementation Services shall be invoiced upon the earlier of completion or three (3) months from the Service Start Date.

Term and Termination

Term: This Order Document commences on the Effective Date and shall continue for an initial term of forty two (42) months from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term.

1. EARLY TERMINATION FEES.

Customer shall pay Calix fees for early termination ("ETF") for the termination of Services prior to the end of the then-current term in an amount equal to the remaining months of the term multiplied by the applicable monthly fees. Customer shall not be responsible for ETF in the event Calix breach's this Order Document or Agreement.

2. TERMINATION FOR BREACH.

If a Party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Order Document immediately by providing written notice to the breaching Party.

3. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current term, (B) transitioning Customer to another Calix service offering of similar or better features for the remainder of the then-current term (at no additional cost to Customer), or (C) provide for a Service credit or refund for the fees actually paid for the remaining term of the then-current term.

Implementation Services

Cloud Flow Implementation Module - Calix RG

This module includes the components required to add Calix Residential Gateway (RG) Flow to the Service Cloud or the components required for Engagement Cloud base implementation. Services include project planning, setup, configuration, local applications definition, and quality checks for the flow implementation of Calix RG.

Calix will:

1. Define Calix Cloud Flow Collector functionality
2. Provide Flow configuration template(s) and export guidelines for Flow capable device(s)



3. Verify receipt of Flow data collection and overall measured traffic rates
4. Define WAN traffic display and reports applicable to each Cloud solution
5. Assess customer-specific application definitions related to certain traffic types in the network

Customer will:

1. Configure and maintain export of Flow data from layer-3 network device(s): Deploy flow collection and reporting to sample two-way traffic between subscribers and the Internet
2. Customer shall ensure flow collection includes any traffic between subscribers and caching servers, if deployed

Requirements:

1. When implementing Service Cloud: These Services will be defined as custom integration and will be considered complete when all Calix RG endpoints are verified that were agreed to during the planning session of the package.
2. When implementing Engagement Cloud: These Services will be considered complete when all Calix RG endpoints are verified that were agreed to during the planning session of the package.
3. Service Cloud base implementation must be completed before engaging in these services.
4. For Service Cloud only this includes the Calix model residential gateways informing to the Cloud ACS
5. Flow traffic must be correlated to the WAN IP addresses reported by the Calix residential gateways

Operations Cloud – Setup

Calix shall:

1. Enable AXOS systems to connect to Operations Cloud. This consists of defining network operations policies, configuring call home feature on AXOS OLTs and Operations Cloud
2. Enable CMS, if applicable, to connect to Operations Cloud. This consists of installing the software agent on CMS and provisioning CMS to connect to Operations Cloud.
3. Verify AXOS system(s) connection and synchronization from Operations Cloud
4. Verify CMS, if applicable, connects to and synchronizes from Operations Cloud

Customer shall:

1. Provide access information to AXOS systems (IP addresses, login credentials)
2. Provide access information to CMS system (IP address, login credentials)

Calix Cloud Resources

Customer shall have access to the following self-help support resources:

- Webinars on best practices
- Blog posts by industry experts on best practice
- Online user community
- Documentation
- Webinars on content of new product releases
- 24x7 web access to the Calix Technical Assistance Center (TAC) for Calix cloud related issues



Cloud Success Service

Calix Cloud Success Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

- Cloud Success Service is available in two tiers as detailed in Calix's SDD available at

https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/sdd/Service-Description_Customer_Success_Services.pdf

- Cloud Success Service - Standard Tier is included with the Calix cloud subscription

Miscellaneous

- Services described in this Order Document are provided remotely. Any travel is not included and shall be invoiced separately.
- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

Calix, Inc.

INDIANOLA MUNICIPAL UTILITIES

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Purchase Order references are required for all periods. Do not use illegitimate placeholder values (such as TBD or otherwise) in these fields. Customer acknowledges Purchase Order references provided below are valid and can be used for billing purposes.

Intro PO:

Period 1 PO:

Period 2 PO:

Period 3 PO:

Indianola Municipal Utilities
RESOLUTION NO. 2023-000

RESOLUTION AUTHORIZING A CONTRACT WITH CALIX FOR SUPPORT CLOUD SERVICES

WHEREAS, Indianola Municipal Utilities needs to engage a company to provide support cloud services; and

WHEREAS, Calix has prepared and presented an agreement for these services for a three-year period; and

WHEREAS, after a review of the contract submitted by Calix, the Board of Trustees believes it to be in the best interest of IMU to engage Calix for support cloud services; and

WHEREAS the Board of Trustees finds that the proposed contract with Calix should be approved and the Communications Superintendent authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Utilities Board of Trustees that

1. The contract for support cloud services between Indianola Municipal Utilities and Calix for the duration of the three-year contract is hereby approved.
2. The Communications Superintendent is authorized and directed to execute the contract on behalf of Indianola Municipal Utilities.

Passed this 11th day of December 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson BOT Secretary



Calix Service Cloud Order Document

Customer Information

Company Name: INDIANOLA MUNICIPAL UTILITIES
Address: 210 W 2nd Ave,
Indianola, IA 50125
United States

Contact Name: Kurt Ripperger
Contact Email: kripperger@imufiber.com
Contact Phone: (515) 962-5283

This Order Document for Calix Service Cloud ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix"). Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

Existing Order

Whereas Customer and Calix are Parties to the Calix Cloud Order Document last signed August 24, 2022 ("Existing OD"). The Existing OD is hereby terminated on February 29, 2024 ("Termination Date") and replaced with this Order Document as of the Service Start Date. For the avoidance of doubt, Services and billing under the Existing OD will continue until Termination Date.

Service Start Date: March 01, 2024 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

Pricing Terms

Initial Period: 6 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01267 Calix Service Cloud - Experience Management Edition	CSC Managed Subs	6 Months	\$0.75	3500	\$15,750.00
Initial Period Total					\$15,750.00
Period 1: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01267 Calix Service Cloud - Experience Management Edition	CSC Managed Subs	12 Months	\$0.75	3500	\$31,500.00
Period 1 Total					\$31,500.00
Period 2: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01267 Calix Service Cloud - Experience Management Edition	CSC Managed Subs	12 Months	\$0.75	3750	\$33,750.00
Period 2 Total					\$33,750.00
Period 3: 12 months	Unit Of Measure	Duration	Price/Mo.	Qty	Ext. Price
000-01267 Calix Service Cloud - Experience Management Edition	CSC Managed Subs	12 Months	\$0.75	4000	\$36,000.00
Period 3 Total					\$36,000.00

Calix Service Cloud Experience Management Edition includes the following:

- Calix Service Cloud - Experience Management Edition



- Service Cloud - Customer Success - Premier (Subscriber based model)

Payment

The Services are billed monthly in advance at the prices above in USD. Billed quantity is based on the greater of the minimum quantity listed, or the previous month's usage determined by Calix. Payment for the Services will be due upon invoice receipt. Unless otherwise expressly set out herein, payment is subject to the terms and conditions as outlined in the Agreement.

Term and Termination

Term: This Order Document commences on the Effective Date and shall continue for an initial term of forty two (42) months from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal up to 10% of the then-current price. In the event of non-renewal, this Order Document shall terminate upon the end of the then-current term.

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2. TERMINATION FOR BREACH.

If a Party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Order Document immediately by providing written notice to the breaching Party.

3. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current term, (B) transitioning Customer to another Calix service offering of similar or better features for the remainder of the then-current term (at no additional cost to Customer), or (C) provide for a Service credit or refund for the fees actually paid for the remaining term of the then-current term.

Calix Cloud Resources

Customer shall have access to the following self-help support resources:

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- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

Calix, Inc.

INDIANOLA MUNICIPAL UTILITIES

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

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Period 3 PO:

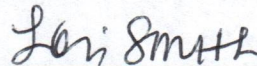
Indianola Municipal Utilities
RESOLUTION NO. 2023-~~000~~047

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
TO AMEND THE FISCAL YEAR 2024 BUDGET**

WHEREAS, the Indianola Municipal Utilities Board of Trustees is required to hold a public hearing concerning the amendment of the Indianola Municipal Utility budget for Fiscal Year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE INDIANOLA MUNICIPAL UTILITIES BOARD OF TRUSTEES OF INDIANOLA, IOWA, that a public hearing will be held on December 11, 2023, beginning at 5:30 PM in IMU Conference Room, 210 W 2nd Ave, concerning amending the Indianola Municipal Utilities budget for Fiscal Year 2024, and the Board Secretary is directed to publish notice of said meeting in the Indianola Record Herald and Tribune.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER 2023.



Lori Smith, Chair

ATTEST:



Monica Thompson BOT Secretary



November 13, 2023

To: IMU Board of Trustees
 From: Chris Longer
 RE: FY24 Budget Amendment

IMU Board of Trustees,

Below are comments regarding the FY24 budget amendment:

- Amended revenue is an offset to the increased IPTV expenses in fiber, increased tv network contracts are recovered through user rates. An amendment is not required for changes in revenue, but they are included along with the amended expenditures.
- Amended expenditures are due to:
 - Water
 - Well Maintenance (unexpended FY23 budget carried over to FY24)
 - Electric
 - Vehicles (unexpended FY23 budget carried over to FY24)
 - 69kV Major Line Maintenance (unexpended FY23 budget carried over to FY24)
 - Fiber
 - Pella Project (unexpended FY23 budget carried over to FY24)
 - NOFA7 Project (unexpended FY23 budget carried over to FY24)
 - Increased IPTV costs, offset by increase in video service charges.
 - Increased fiber drops (due to demand in service)

Overall, the increased expenditures are mainly due to the unexpended budget in FY23 carried over to FY24.

NOTICE OF PUBLIC HEARING Budget Amendment

FORM UTIL AMEND

Indianola Municipal Utilities

(Name of Enterprise)

The IMU Board of Trustees will conduct a public hearing to
(Governing Board)

amend the Fiscal year 2024 budget at IMU, 210 W 2nd Avenue, Indianola IA
(specify fiscal or calendar) (xxxx)

on 12/11/2023, beginning at 5:30 o'clock. PM The Budget Estimate Summary of proposed revenues
(xx/xx/xx) (x:xx) (AM/PM)

and expenditures is shown below. Copies of the **detailed** proposed budget may be obtained or viewed at the office of the City Clerk and Utility Finance Officer and at the city library. At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

(date) _____
(signature) Secretary



	Budget as certified or last amended	Current Amendment	Budget after Current Amended
	FY2024	FY2024	FY2024
	(xxxx)	(xxxx)	(xxxx)
Revenues & Other Financing Sources			
Use of money and property	500,000	0	500,000
Charges for services	27,848,834	150,000	27,998,834
Miscellaneous	1,329,354	0	1,329,354
Other Financing Sources	6,902,585	0	6,902,585
Total Revenues & Financing Sources	36,580,773	150,000	36,730,773
Expenditures & Transfers Out			
Expenditures	29,810,335	1,324,000	31,134,335
Transfers Out	6,902,585	0	6,902,585
Total Expenditures & Transfers Out	36,712,920	1,324,000	38,036,920
Excess of Revenues & Other Sources (+) (-) Expenditures & Transfers Out	-132,147		-1,306,147
Beginning Fund Balance July 1	18,772,385		18,772,385
	(month)		
Ending Fund Balance June 30	18,640,238		17,446,238
	(month)		

Indianola Municipal Utilities
RESOLUTION NO 2023-000

**RESOLUTION APPROVING THE FIRST AMENDMENT
TO THE INDIANOLA MUNICIPAL UTILITIES FISCAL YEAR 2024 BUDGET**

WHEREAS, the annual budget for the Fiscal Year ending June 30, 2024, as set forth in the Budget Summary Certificate and in the detail budget in support thereof showing the revenue estimates and appropriations expenditures and allocations to program and activities for said fiscal year needs to be amended; and

WHEREAS, a hearing on the amendment was held on December 11, 2023, with notice published on November 28, 2023, in the Record Herald and Indianola Tribune.

NOW, THEREFORE, BE IT RESOLVED by the IMU Board of Trustees of Indianola, Iowa that the amendment to the Fiscal Year 24 budget is hereby approved and the IMU Finance Director is authorized and directed to make the filings required by law and set up their books in accordance with the summary and details as adopted.

Passed and approved this 11th day of December 2023.

Lori Smith, Chairperson

ATTEST:

Monica Thompson, Board Secretary

BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To: Indianola, Iowa City Council

At a meeting of the IMU Board of Trustees, held after public hearing as
(Governing Board)
required by law, on 12/11/2023, the proposed budget for Fiscal Year 2024
(xx/xx/xx) (specify fiscal or calendar and year)
was adopted as summarized and attached hereto.

Telephone
Area Code 515-961-4444 _____ Board Secretary
(signature)
Address 210 W 2nd Avenue
Indianola IA 50125

Record of Public Hearing and Adoption of Budget Amendment:

On 12/11/2023, the IMU Board of Trustees met for the purpose
(xx/xx/xx)
of conducting a public hearing to amend the Fiscal Year 2024 budget as published. Notice of time and place of
(specify fiscal or calendar and year)
hearing had been published on 11/28/2023 in the Record-Herald and Indianola Tribune and the affidavit of publication
(xx/xx/xx) (newspaper)
was available to file with the City Council.
The budget amendment was considered and taxpayers and residents heard for and against said estimate were as follows:

After giving opportunity for all desiring to be heard, the Board adopted the following budget resolution:
A RESOLUTION ADOPTING THE AMENDMENT TO Fiscal YEAR ENDING 6/30/2024 BUDGET
(specify fiscal or calendar) (xx/xx/xx)
BE IT RESOLVED by the IMU Board of Trustees: The budget for Fiscal
(specify fiscal or calendar)
ending 6/30/2024 as set forth in the Adopted Budget Summary and in the detailed budget in
(xx/xx/xx)
support thereof showing the estimated revenues and expenditures for said calendar year is accordance with the summary
And detail as adopted.

Passed and approved on, 12/11/2023 by the following vote: (list names)
(xx/xx/xx)

Ayes: _____

Nays: _____

Absent: _____

(signature) Chairperson

(signature) Secretary

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: December 11, 2023
Subject: Discussion and direction on the Fiscal Year 25 budget.

Discussion and Recommendation: Simple motion is in order.

Attachments: Attachments:

1. FY24-29 5 YR EL CIP
2. FY24-29 5 YR WA CIP
3. FY24-29 5 YR FIBER CIP

**5 YR CAPITAL IMPROVEMENT PLAN
ELECTRIC UTILITY**

PROJECT	2023-24	ReEstimated 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<u>VEHICLES</u>							
Pickups/SUV's			55,000		75,000		
Line Truck						350,000	
Digger Derrick/Crane				350,000			
Skid Steer		120,000					
Dump Truck					100,000		
MiniExcavator							80,000
8200-67100-730	-	120,000	55,000	350,000	175,000	350,000	80,000
<u>TURBINES/SUBSTATIONS/SPECIALIZED EQUIPMENT</u>							
Major Maintenance	80,000	80,000	80,000	85,000	85,000	90,000	95,000
69kV Relays			420,000				
Turbine 8 Controls Update	800,000	800,000					
Fuel Tank Inspections				15,000			
SCADA Controls Update				130,000			
East Iowa 1 Batteries					45,000		
Plant Batteries					25,000		
East Iowa Fencing						100,000	
Sub Inspection							100,000
Plant Demo							
Fuel Tank Painting							75,000
Turbine Painting					175,000		
8200-67245-730	880,000	880,000	500,000	230,000	330,000	190,000	270,000
<u>CUSTOMER PAID MATERIALS</u>							
New Service Installation, Streetlights							
8200-67304-730	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<u>TRANSMISSION FACILITIES</u>							
69kV Line Major Maintenance	175,000	225,000	183,800	193,000	202,700	212,800	223,400
8200-67305-730	175,000	225,000	183,800	193,000	202,700	212,800	223,400
<u>PROJECT 700</u>							
Private Service Upgrades							
8200-67307-730	3,500	3,500	3,500	3,500	3,500	3,500	3,500
<u>LINE CONSTRUCTION</u>							
Major Line Replacement	115,000	115,000	120,800	126,800	133,100	139,800	146,800
K St - City	500,000	500,000					
Hillcrest - City	100,000	100,000					
Electric Underground Conversion	700,000	700,000	735,000	771,800	810,400	850,900	893,400
8200-67311-730	1,415,000	1,415,000	855,800	898,600	943,500	990,700	1,040,200
<u>STREETLIGHT REPLACEMENT</u>							
Major Streetlight Replacement	50,000	50,000	50,000	20,000	20,000	20,000	20,000
8200-67313-730	50,000	50,000	50,000	20,000	20,000	20,000	20,000
<u>BUILDING MAINTENANCE</u>							
Major Building Maint.	36,800	36,800	38,600	40,500	42,500	44,600	46,800
8200-67900-730	36,800	36,800	38,600	40,500	42,500	44,600	46,800
<u>COMPUTER SOFTWARE</u>							
Network Upgrades	10,000	10,000	10,000	10,000	90,000	10,000	10,000
8200-67901-730	10,000	10,000	10,000	10,000	90,000	10,000	10,000
<u>RADIO READ METERS</u>							
Meter Replacement	46,000	46,000	48,000	50,000	52,000	54,000	56,000
8200-67904-730	46,000	46,000	48,000	50,000	52,000	54,000	56,000
ANNUAL ELECTRIC TOTALS	\$ 2,716,300	\$ 2,886,300	\$ 1,844,700	\$ 1,895,600	\$ 1,959,200	\$ 1,975,600	\$ 1,849,900

**5 YR CAPITAL IMPROVEMENT PLAN
WATER UTILITY**

PROJECT	2023-24	Re-Estimated 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<u>VEHICLES</u>							
Pickup Replacement	30,000	30,000			50,000	50,000	50,000
Vacuum Trailer				100,000			
Excavation Equipment					150,000		
8100-67100-700	30,000	30,000	-	100,000	200,000	50,000	50,000
<u>PLANT/TOWER MAINTENANCE</u>							
SCADA/Plant Control Upgrades/Flow Meters	50,000	50,000					
Flow Meters for Plant		160,000					
Filter Upgrades		155,000		100,000			
Plant Upgrades/Tower Maintenance	100,000		100,000	200,000		100,000	150,000
Back Up Generation - push to 24-25	300,000	-	750,000				
Plant & Garage Roof Upgrades			150,000				
Clear Well Upgrade					100,000	100,000	
8100-67402-700	450,000	365,000	1,000,000	300,000	100,000	200,000	150,000
<u>WELL MAINTENANCE</u>							
Backwash & High Service Pumps	30,000	30,000	30,000	30,000	30,000	30,000	
Well #9	110,000	110,000					
New Well #9, Debt Service (10yr @ 4%)							426,000
Well #10		200,000				150,000	
Well #11							200,000
8100-67403-700	140,000	340,000	30,000	30,000	30,000	180,000	626,000
<u>VALVE/HYDRANT REPLACEMENT</u>							
Gate Valve & Hydrant Replacement	20,000	20,000	20,600	21,200	21,800	22,500	23,200
8100-67405-700	20,000	20,000	20,600	21,200	21,800	22,500	23,200
<u>WATER MAINS</u>							
Downtown Streetscape - City	200,000	200,000					
Downtown Streetscape Southeast, V&K - IMU	150,000	150,000					
500 blk of East 3rd Avenue, Reprioritized - IMU	100,000	100,000					
W Clinton, Howard to Buxton - City			100,000				
N K, Clinton to Euclid and 1300 blk W Detroit - IMU			450,000				
N 9th St, Salem to Euclid & N F St, W 2nd to W Detroit - City			100,000	200,000	300,000	200,000	
N 6th Franklin to N 8th, N 7th E Girard to N 8th - IMU				675,000			
N H, Boston to Detroit & W Clinton I to G St. - IMU					450,000		
N J, Euclid to Detroit & W Detroit, G to J Transfer services on W Euclid - IMU					400,000	275,000	
W Clinton G to F - Transfer services on W Clinton - IMU						525,000	
Water Mains							700,000
8100-67406-700	450,000	450,000	650,000	875,000	1,150,000	1,000,000	700,000
<u>WATER METERS</u>							
Water Meter Maintenance	200,000	200,000	150,000	200,000	200,000	200,000	200,000
8100-67905-700	200,000	200,000	150,000	200,000	200,000	200,000	200,000
ANNUAL WATER TOTALS	\$ 1,290,000	\$ 1,405,000	\$ 1,850,600	\$ 1,526,200	\$ 1,701,800	\$ 1,652,500	\$ 1,749,200

**5 YR CAPITAL IMPROVEMENT PLAN
FIBER UTILITY**

PROJECT	2023-24	Re Est 2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<u>28E CAPITAL CONTRIBUTION</u>							
Annual Headend Upgrades	10,000	15,000	45,000	10,000	10,000	25,000	25,000
8500-67400-740	10,000	15,000	45,000	10,000	10,000	25,000	25,000
<u>IPTV EQUIPMENT</u>							
IPTV Equipment	7,500	7,500	5,000	5,000	5,000	5,000	5,000
8500-67404-740	7,500	7,500	5,000	5,000	5,000	5,000	5,000
<u>Over the Air Channels</u>							
Over the Air Channels	10,000	5,000	5,000	20,000	5,000	5,000	5,000
8500-67405-740	10,000	5,000	5,000	20,000	5,000	5,000	5,000
<u>Customer Premise Equipment</u>							
CPE	240,000	200,000	300,000	325,000	355,000	380,000	405,000
8500-67406-740	240,000	200,000	300,000	325,000	355,000	380,000	405,000
<u>CORE NETWORK EQUIPMENT</u>							
Switches, Servers, Storage	50,000	50,000	40,000	35,000	35,000	35,000	35,000
8500-67407-740	50,000	50,000	40,000	35,000	35,000	35,000	35,000
<u>Building Improvements</u>							
Building Improvements	15,000	15,000	80,000	20,000	25,000	10,000	10,000
8500-67408-740	15,000	15,000	80,000	20,000	25,000	10,000	10,000
<u>VEHICLES</u>							
3/4 Ton Pickup						70,000	70,000
Aerial Truck		20,000	-				
Plant Vehicle			-	40,000			
Tech Vehicle	50,000	-	70,000	60,000	60,000		
8500-67409-740	50,000	20,000	70,000	100,000	60,000	70,000	70,000
<u>General Equipment</u>							
General Equipment	25,000	10,000	15,000	15,000	15,000	15,000	15,000
8500-67410-740	25,000	10,000	15,000	15,000	15,000	15,000	15,000
<u>OUTSIDE PLANT IMPROVEMENTS</u>							
Outside Plant Expansion	400,000	300,000	325,000	300,000	250,000	200,000	200,000
8500-67413-740	400,000	300,000	325,000	300,000	250,000	200,000	200,000
<u>Fiber Drop Install/Materials</u>							
Fiber Drop Install/Materials	125,000	135,000	110,000	100,000	100,000	100,000	100,000
8500-67414-740	125,000	135,000	110,000	100,000	100,000	100,000	100,000
<u>Series 2022A Fiber Construction</u>							
Pella Transport Line, Construction & Engineering		986,000					
Pella Transport Line, Operational Hardware		18,000					
Central Office Upgrade		15,000					
ABR Hardware	140,000	100,000					
XGS-PON Rollout	120,000	145,000					
8500-67602-740	260,000	1,264,000	-	-	-	-	-
ANNUAL FIBER TOTALS	\$ 1,192,500	\$ 2,021,500	\$ 995,000	\$ 930,000	\$ 860,000	\$ 845,000	\$ 870,000

Indianola Municipal Utilities
RESOLUTION NO. 2023-000

**RESOLUTION ADOPTING THE 2024 INDIANOLA MUNICIPAL UTILITIES
ELECTRIC UTILITY SERVICE PLAN**

NOW THEREFORE, BE IT RESOLVED, by Indianola Municipal Utilities Board of Trustees that the attached Indianola Municipal Utilities Electric Service Plan is hereby adopted.

Any resolutions, service plans, tariffs or other operating procedural documents in conflict with the service plan being adopted herein are hereby repealed.

If any section, provision or part of the Service Plan shall be adjudged to be invalid, such adjudication shall not affect the validity of the Service Plan as a whole or any section, provision or part of it not adjudged invalid.

This Service Plan shall take effect upon passage of this Resolution.

PASSED AND APPROVED THIS 11TH DAY OF DECEMBER 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson BOT Secretary

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 and meter test records are maintained at the IMU Electric Department located at 1300 E Iowa Ave. Complaint records and other plant-related records are maintained at the IMU Customer Service Center 210 W 2nd Ave, 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 IMU Customer Service Center 210 W 2nd Ave, Indianola IA 50125

Written correspondence should be addressed to:
Indianola Municipal Utilities
210 W 2nd Ave

Indianola, IA 50125

The principal phone numbers are:
IMU Administrative Office, 515-961-9444

- 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 volts (V) (nominal voltage), 60 Hertz (Hz) alternating current (AC), 200 amperes or less, supplied via underground conductor. Minimum service size for any installation is 100 amps. Commercial services over 200 amps may require Current Transformer (CT) metering for single-phase and three-phase. This will be determined by the Utility. Commercial services over 400 amps require CT and/or Potential Transformer (PT) metering. Residential services over 400 amps, require CT metering. Bar type CT's are not allowed on any type of metering. Disconnects are required on all residential services. Maximum voltage allowed in a meter socket is 240 volts. 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 V or 277/480 V. 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 30 days of the date the contribution in aid of construction is prepared or it shall be null and void. Material will be ordered once paid in full.
 - 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. This includes projects that are delayed by the customer.
 - 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 and secondary voltage facilities. The owner, developer, or customer shall at a minimum be financially responsible for one extension per subdivision and per plat, at primary voltage, secondary voltage, street lighting and 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. Primary metering stations are owned by the customer but the Utility has the right to access it for testing and metering purposes. 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. 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, locating 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 chooses to repair a customer owned facility in the best interest of the public safety, 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 practicable - 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 (NESC).

2.3.1.2. National Electric Code (NEC), National Fire Protection Association (NFPA) No. 70

2.3.1.3. American Standard Code for Electricity Metering, American National Standards Institute (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 IMU electric service territory such lighting is determined by the Utility to be in the public interest and upon request of the Indianola City Council, additional street light inside corporate limits of the City of Indianola (not in IMU electric service territory) will be considered where practical. 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 (poles, light fixtures, and wiring) shall be the property of the City of Indianola once constructed, who also shall be responsible for payment of electric service, a maintenance fee will be assessed for each street light, to cover periodic maintenance costs.

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 Light Emitting Diode (LED) lighting.

Customer owned security lighting, that's not being metered, is required to be re-wired to be on the customer's side of the meter. Deadline for customers to complete this change is December 31, 2024.

- 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.

Customers who increase electric service due to Electric Vehicle (EV) charging, are required to notify IMU of such installation, and may be required to make a contribution in aid of construction in accordance with Section 2.1.2.

- 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. Harmonics – Customer must conform with the requirements of Institute of Electrical and Electronic Engineers (IEEE) Std 519 (latest edition) at the point of delivery.

- 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 100 ampere meter loops, the Utility shall approve for use on its lines only those welders meeting National Electric Manufacturers Association (NEMA) 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 100 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 defined in most recent rate schedule duly adopted by the governing body for the service provided.

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. 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. Maintenance of production meters for customer owned distributed generation facility, shall be at the cost of the facility owner.

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 kilowatt hours (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 perform testing on a minimum of 50 residential meters. At a minimum, the 10 meters with the largest consumption shall be tested annually and the remaining largest consumption meters (3-phase and current transformer type,) shall be tested once every 5 years.
 - 2.5.4.5. All meters removed from service, that are over 10-years old, 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 does not own any test devices or instruments for testing 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 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 two (2) years after its retirement unless the meter is unable to produce a reading then it can be disposed of after (1) year
 - 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 meter tests. Should the test find the meter to be within the acceptable meter accuracy defined in Section 2.5.4.2. of this Service Plan, the customer will be required to pay the administrative charge for the test. Should the test find the meter to be outside the acceptable meter accuracy defined in Section 2.5.4.2. of the Service Plan, IMU will cover the cost of the 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. A cut meter seal is also considered theft of services.

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, Iowa One Call 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 IMU Customer Service Center 210 W 2nd Ave, Indianola, IA 50125. 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 IMU Customer Service Center:

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 IMU Customer Service Center 210 W 2nd Ave, Indianola IA 50125.
- 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 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, service addition 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 billed out March 1st, of each year. A customer's credit balance will be credit to that months bill. Annualized estimated usage 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, 210 W 2nd Ave, Indianola IA 50125.
 - 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 may 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 72-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. The adjustment period for under registered meters shall not exceed twelve (12) 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 must submit any disputes in writing within 30 days to the department superintendent. Appeals of this decision may be submitted to the General Manager or his or her designee. The customer may seek and appeal of that decision by submitting a written appeal the resolution of the dispute to the governing body. The customer must seek a resolution from the governing body prior to seeking legal action. 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 electric department business hours, currently 7am-3pm.
- 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 electric department business hours and after hours.

The Utility shall reconnect a customer upon payment of all charges and fees due and payable by 3:00 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. 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. Undergrounding Conversion Funding: 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 25 kilowatts or less, the buy back rate will be at the utilities avoided cost rate in the rate schedule.
- 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

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 and meter test records are maintained at the IMU Electric Department located at 1300 East Iowa Ave.; eComplaint records; and other plant-related records are maintained at the IMU Customer Service Center~~Administrative Office located at 111 South Buxton Street~~ 210 West 2nd Ave, 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.~~ IMU Customer Service Center 210 W 2nd Ave, Indianola IA 50125

Written correspondence should be addressed to:

Indianola Municipal Utilities
210 West 2nd Ave~~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 ~~volts (V)~~ (nominal voltage), 60 ~~Hertz (Hz)~~ alternating current ~~(AC)~~, 200 amperes or less, supplied via underground ~~—~~conductor. Minimum service size for any installation is 100 amps. Commercial services over 200 amps may require Current Transformer (CT) metering for single-phase and three-phase. This will be determined by the Utility. Commercial services over 400 amps require CT and/or Potential Transformer (PT) metering. Residential services over 400 amps, require CT metering. Bar type CT's are not allowed on any type of metering. Disconnects are required on all residential services. Maximum voltage allowed in a meter socket is 240 volts. 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 ~~V~~ or 277/480 ~~—(nominal voltages)V~~. 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 3060 days of the date the contribution in —aid of construction is prepared or it shall be null and void. Material -will be ordered once paid in full.
- 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. This includes projects that are delayed by the customer.
- 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 and secondary voltage facilities. The owner, developer, or —customer shall at a minimum be financially responsible for one extension per subdivision and per plat, —at primary voltage, secondary voltage, street lighting plusand 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. - Primary metering stations are owned by the customer but the Utility has the right to access it for testing and metering purposes. 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, locating 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 chooses to repair a customer owned facility~~If the Utility in the best interest of the public safety, 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 practicable - 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 (NESC).

2.3.1.2. National Electric Code (NEC), National Fire Protection Association (NFPA) No. 70

2.3.1.3. American Standard Code for Electricity Metering, American National Standards Institute (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~~ IMU electric service territory 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, additional street light inside corporate limits of the City of Indianola (not in IMU electric service territory) will be considered where practical. 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 (poles, light fixtures, and wiring) shall be the property of the City of Indianola once ~~constructed~~, who also shall be responsible for payment of electric service, a maintenance fee will be

assessed for each street light, to cover periodic maintenance costs.

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 Light Emitting Diode (LED) ~~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.~~

Customer owned security lighting, that's not being metered, is required to be re-wired to be on the customer's side of the meter. Deadline for customers to complete this change is ~~July 1,~~ December 31, 2024.

- 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.

Customers who increase electric service due to Electric Vehicle (EV) changing, are require to notify IMU of such installation, and may be required to make a contribution in aid of construction in accordance with Section 2.1.2.

~~2.3.6.1.~~

- 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.~~ Harmonics – Customer must conform with the requirements of Institute of Electrical and Electronic Engineers (IEEE) Std 519 (latest edition) at the point of delivery.

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 ~~60-100~~ ampere meter loops, the Utility shall ~~approve~~ approve for use on its lines only those welders meeting National Electric Manufacturers Association (N.E.M.A.) standards, with power factor correction, operating at 230 volts, and a ~~maximum~~ maximum of 180 amperes output current.

On meter loops with capacity in excess of ~~60~~ 100 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:~~ defined in most recent rate schedule duly adopted by the governing body for the service provided.:

~~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.~~
- ~~2.4.14.2.4. 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. Maintenance of production meters for customer owned distributed generation facility, shall be at the cost of the facility owner.

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 kilowatt hours (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 50 single phase 50 meters per year from service,~~ perform testing on those a minimum of 50 residential 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 and, current transformer type, network, and sub-station type) shall be tested once every 5 years.
- 2.5.4.5. All meters removed from service, that are over 10-years old, 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 does not own any test devices or instruments for testing meters. ~~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 ~~two~~^{three} (32) years after its retirement unless the meter is unable to produce a reading then it can be disposed of after (1) year.
- 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 meter tests. ~~Should the test find the meter to be within the acceptable meter accuracy defined in Section 2.5.4.2. of this Service Plan, the customer will be required to pay \$50 for the test.~~ Should the test find the meter to be outside the acceptable meter accuracy defined in Section 2.5.4.2. of the Service Plan, IMU will cover the cost of the test. 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. A cut meter seal is also considered theft of services.

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~~Iowa One Call 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~~IMU Customer Service Center 210 W 2nd Ave, Indianola, IA 50125. 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~~ IMU Customer Service Center:

- 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~~ IMU Customer Service Center 210 W 2nd Ave, Indianola IA 50125.
- 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, service addition 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~~ billed out March 1st, of each year. A customer's credit balance will be credit to that months bill. This total Annualized estimated usage 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~~ 210 W 2nd Ave, Indianola IA 50125.

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~~ may 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 24/72-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.—~~ twelve (12) 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 must submit any disputes in writing within 30 days to the department superintendent. Appeals of this decision may be submitted to the General Manager or his or her designee. The customer may seek and appeal of that decision by submitting a written appeal the resolution of the dispute to the governing body. The customer may appeal the resolution of the dispute to the governing body. The customer must seek a resolution from the governing body prior to seeking legal action. 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 electric department business hours, currently normal business hours 7am-3pm.

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 electric department business hours ~~normal business hours~~ and after hours.

The Utility shall reconnect a customer upon payment of all charges and fees due and payable by 4:30 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. Undergrounding Conversion Funding 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 100-25 kilowatts or less, the governing body may adopt standard rates of purchase the buy back rate will be at the utilities avoided cost rate in the rate schedule.
- 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

Indianola Municipal Utilities
RESOLUTION NO. 2023-000

**RESOLUTION ADOPTING THE 2024 INDIANOLA MUNICIPAL UTILITIES
WATER UTILITY SERVICE PLAN**

NOW THEREFORE, BE IT RESOLVED, by Indianola Municipal Utilities Board of Trustees that the attached Indianola Municipal Utilities Water Service Plan is hereby adopted.

Any resolutions, service plans, tariffs or other operating procedural documents in conflict with the service plan being adopted herein are hereby repealed.

If any section, provision or part of the Service Plan shall be adjudged to be invalid, such adjudication shall not affect the validity of the Service Plan as a whole or any section, provision or part of it not adjudged invalid.

This Service Plan shall take effect upon passage of this Resolution.

PASSED AND APPROVED THIS 11TH DAY OF DECEMBER 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson BOT Secretary

1. timelyStatement 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 Water Department located at 1602 S K 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 IMU Customer Service Center located at 210 W 2nd Ave, Indianola.

Written correspondence should be addressed to:
Indianola Municipal Utilities
210 W 2nd Ave
Indianola, IA 50125

The principal phone numbers are:
IMU Administrative Office, 515-961-9444

- 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 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 30 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 five (5) 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 superintendent within five (5) days after such notice, the water superintendent may order the discontinuance of utility water service to all affected premises until satisfactory repairs are made. If for any reason the water service cannot be stopped The water superintendent may enlist the service of a third party engineer to estimate the water loss, and that loss will be billed as a normal part of usage. Repairs not made after 5 days may subject the owner to fines

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. The Utility shall determine if electric service is to be imminently disconnected for any reason.
 - 2.2.3.2.2. 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
 - 2.2.3.2.3. 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.
 - 2.2.3.2.3.1. 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.
 - 2.2.3.2.3.2. 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, or if the utility chooses to make a repair in the interest of public safety, 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 defined in most recent rate schedule duly adopted by the governing body for the service provided.
- 2.4.1. 4
 - 2.4.2.]
- 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. 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.
 - 2.5.4.5. The Utility shall periodically test devices or instruments used by the Utility to test meters.
 - 2.5.4.6. Once tested, all meters and associated metering devices shall be adjusted as closely as practicable to the condition of zero error.
 - 2.5.4.7. 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.
 - 2.5.4.8. [RESERVED]
 - 2.5.4.9. 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 sixty (60) 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 IMU Customer Service Center located at 210 W 2nd Ave, 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.
- 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 IMU Customer Service Center located at 210 W 2nd Ave, 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 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 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. 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 customers must submit any disputes in writing within 30 days to the Department Superintendent. Appeals of this decision may be submitted to the General Manager or his or her designee. The customer may seek and appeal of that decision by submitting a written appeal the resolution of the dispute to the governing body. The customer must seek a resolution from the governing body prior to seeking legal action

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 during normal water department business hours. and, if possible, by 11:00 a.m. the following day if paid by after normal water department business hours.

- 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. 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.

5. Water Shortage Plan

5.1. Introduction

- 5.1.1. This plan will apply to all direct retail customers of Indianola Municipal Utilities' (IMU) water system, including those that receive municipal water service as part of a property rental/lease agreement.
- 5.1.2. The intent of IMU's Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or system failures.
- 5.1.3. The goal at each stage in the plan is to reduce system demands to a level that allows for the production of safe drinking water for IMU customers.
- 5.1.4. Maximum capacity of the IMU water treatment facility is 3.2 MGD. Winter demand in a typical year averages approximately 1.0 MGD. Seasonal outdoor water use, particularly moderate irrigation, increases demand to an average of approximately 1.5 MGD during the summer months. The majority of demand above 1.0 MGD is thought to be attributed to irrigation.
- 5.1.5. Because not all irrigation or outdoor water usage is metered, it is likely a larger than expected reduction in peak consumption will occur at each stage of IMU's water shortage plan. Reducing outdoor water usage will be the first call to action during periods of extreme water demand and is the premise of Stage I and Stage II. These stages may be skipped if a water shortage occurs during a time of year when irrigation demand is not significant.
- 5.1.6. During extreme seasonal months or during system failures, where Expected Peak Demand exceeds 90% of Current Capacity, a reduction of all water consumption may be necessary. Limiting consumption to a representative average of off peak months, plus or minus a small allowance, will result in substantial demand reduction compared to peak consumption. This is the premise of Stage III.
- 5.1.7. The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

5.2. Current Capacity to Produce Safe Drinking Water and Expected Peak Demand

- 5.2.1. The current capacity to produce safe drinking water on any day is referred to "Current Capacity" or C Total. Current Capacity is defined as the amount of water IMU can produce and deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that given day. The number will vary seasonally and may

vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily capacities of the individual IMU deep water wells and may be expressed in the following formula:

$$C \text{ Total} = \text{Well \#9} + \text{Well \#10} + \text{Well \#11} + \text{Well \#12}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. IMU water department staff will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

- 5.2.2. “Expected Peak Demand” is defined as the peak daily demand that is expected by IMU without implementation of water shortage measures under this plan.

5.3. Stage I: Voluntary Reduction in Outdoor Water Usage

5.3.1. Trigger:

During a period of extreme water demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.

5.3.2. Anticipated Impact:

It is anticipated that Stage I will most likely be triggered during summer months. If this is the case, any voluntary reduction in outdoor water usage will result in a reduction in total daily demand.

5.3.3. Goal:

A reduction in actual system demands as compared to Expected Peak Demand.

5.3.4. Action:

5.3.4.1. Request a voluntary city wide reduction in outdoor water usage.

5.3.4.2. Encourage customers to optimize their irrigation systems so water is not directed onto impervious surfaces and turf is not overwatered.

5.3.4.3. Recommend customers water on alternate days, by a system under which even numbered addresses water only on even days of the month, and odd-numbered addresses water only on odd-numbered days of the month.

5.3.4.4. Suspend IMU’s hydrant flushing program except for water quality purposes.

5.3.4.5. Request that City officials minimize high water use activities such as street sweeping and watering parks.

5.3.5. Enforcement:

There will be no enforcement at this stage.

5.4. Stage II: All Outdoor Water Usage Prohibited

5.4.1. Trigger:

During a period of substantial demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.

5.4.2. Anticipated Impact:

It is anticipated that Stage II will most likely be triggered during the peak summer

season. If this is the case, prohibiting outdoor water usage will significantly reduce total demand.

5.4.3. Goal:

A reduction in demand that is at or below 90% of current capacity.

5.4.4. Action:

Prohibit all outdoor water usage.

5.4.5. Enforcement:

Customers observed by IMU in violation of this policy will be notified by a tag left at the property. If compliance is not reached within 48 hours, water service will be terminated and the published fees will apply. Water service will be restored only upon receipt, by IMU, of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service as set forth in the IMU Water Service Plan, Section 3.5.1.2, Disconnection or Denial of Service. Such use of water shall be deemed unauthorized and must be paid for before water service will be restored.

5.5. Stage III: Water Rationing

5.5.1. Trigger:

During periods of substantial demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur. Stage III may also be invoked, without resort to Stages I and II, if Expected Peak Demand exceeds 90% of Current Capacity for any reason that cannot be addressed by the measures contemplated by Stages I and II.

5.5.2. Anticipated Impact:

It is anticipated that Stage III will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards will be sought.

5.5.3. Goal:

A reduction in system demands as compared to Expected Peak Demand sufficient to allow IMU to meet public health and safety standards.

5.5.4. Action:

Water rationing measures will be implemented and enforced by application of an Emergency Water Shortage Rate. In order to implement such a rate, IMU shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a "Rationing Factor". All customers will be asked to reduce their consumption to or below this factor and any consumption above such level will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.

5.5.5. Enforcement:

While Stage III is in effect, all water used beyond "Rationing Factor" will be billed at the "Emergency Water Shortage Rate". The Emergency Water Shortage

Rate shall be four times the rate otherwise applicable to such customer.

Customers may appeal the Typical Off-Peak Consumption level determined for the customer as the basis for the customer's bill as inaccurate or inequitable under the circumstances applicable to the customer. Appeals must be submitted in writing and will be considered on a case-by-case basis as provided under these Rules and Regulations.

SUPPLEMENTAL DOCUMENT
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]

1. ~~timely~~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~~Water Department located at ~~160244 South KBuxton~~ 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~~IMU Customer Service Center located at ~~210 W 2nd Ave110 North First Street~~, Indianola.

Written correspondence should be addressed to:

Indianola Municipal Utilities

~~111 South Buxton Street~~

~~P.O. Box 356~~210 W 2nd Ave

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 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~~30 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~~ five (54) 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~~ superintendent within five (5) —days after such notice, the water ~~inspector~~ superintendent may order the discontinuance of utility ——water service to all affected premises until satisfactory repairs are made. If for any reason the water service cannot be stopped The water superintendent may enlist the service of a third party engineer to estimate the water loss, and that loss will be billed as a normal part of usage. Repairs not made after 5 days may subject the owner to -fines

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. The Utility shall determine if electric service is to be imminently disconnected for any reason.
 - 2.2.3.2.2. 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
 - 2.2.3.2.3. 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.
 - 2.2.3.2.3.1. 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.
 - 2.2.3.2.3.2. 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, or if the utility chooses to make a repair in the interest of public safety, 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 defined in most recent rate schedule duly adopted by the governing body for the service provided.:
- ~~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. 2.4.1. 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.~~

~~2.4.14.2.4.2. [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.~~

2.5.4.5.2.5.4.4. 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.

2.5.4.6.2.5.4.5. The Utility shall periodically test devices or instruments used by the Utility to test meters.

2.5.4.7.2.5.4.6. Once tested, all meters and associated metering devices shall be adjusted as closely as practicable to the condition of zero error.

2.5.4.8.2.5.4.7. 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.

2.5.4.9.2.5.4.8. [RESERVED]

2.5.4.10.2.5.4.9. 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 ~~sixtyeighteen~~ (1860) 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 IMU Customer Service Center~~City Clerk's office~~ located at ~~110 North First Street~~210 W 2nd Ave, 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~~ IMU Customer Service Center located at ~~110 North 1st Street~~ 210 W 2nd Ave, 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 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. 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 customers must submit any disputes in writing within 30 days to the Department Superintendent. Appeals of this decision may be submitted to the General Manger or his or her designee. The customer may seek and appeal of that decision by may-submitting a written appeal the resolution of the dispute to the governing body. The customer must seek a resolution from the governing body prior to seeking legal action.

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.~~ during normal water department business hours. and, if possible, by 11:00 a.m. the following day if paid ~~by 7:00 p.m.~~ after normal water department business hours.

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.

5. Water Shortage Plan

5.1. Introduction

- 5.1.1. This plan will apply to all direct retail customers of Indianola Municipal Utilities’ (IMU) water system, including those that receive municipal water service as part of a property rental/lease agreement.
- 5.1.2. The intent of IMU’s Water Shortage Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability

may be limited due to other events, such as raw water shortage, water quality events, or system failures.

- 5.1.3. The goal at each stage in the plan is to reduce system demands to a level that allows for the production of safe drinking water for IMU customers.
- 5.1.4. Maximum capacity of the IMU water treatment facility is 3.23 MGD. Winter demand in a typical year averages approximately 1.0 MGD. Seasonal outdoor water use, particularly moderate irrigation, increases demand to an average of approximately 1.51 MGD during the summer months. The majority of demand above 1.0 MGD is thought to be attributed to irrigation.
- 5.1.5. Because not all irrigation or outdoor water usage is metered, it is likely a larger than expected reduction in peak consumption will occur at each stage of IMU's water shortage plan. Reducing outdoor water usage will be the first call to action during periods of extreme water demand and is the premise of Stage I and Stage II. These stages may be skipped if a water shortage occurs during a time of year when irrigation demand is not significant.
- 5.1.6. During extreme seasonal months or during system failures, where Expected Peak Demand exceeds 90% of Current Capacity, a reduction of all water consumption may be necessary. Limiting consumption to a representative average of off peak months, plus or minus a small allowance, will result in substantial demand reduction compared to peak consumption. This is the premise of Stage III.
- 5.1.7. The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

5.2. Current Capacity to Produce Safe Drinking Water and Expected Peak Demand

- 5.2.1. The current capacity to produce safe drinking water on any day is referred to "Current Capacity" or C Total. Current Capacity is defined as the amount of water IMU can produce and deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily capacities of the individual IMU deep water wells and may be expressed in the following formula:

$$C \text{ Total} = \text{Well \#9} + \text{Well \#10} + \text{Well \#11} + \text{Well \#12}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. IMU water department staff will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

- 5.2.2. "Expected Peak Demand" is defined as the peak daily demand that is expected by IMU without implementation of water shortage measures under this plan.

5.3. Stage I: Voluntary Reduction in Outdoor Water Usage

- 5.3.1. Trigger:
During a period of extreme water demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas

with low pressure, or there are other indications that without wise usage of water, a shortage could occur.

5.3.2. Anticipated Impact:

It is anticipated that Stage I will most likely be triggered during summer months. If this is the case, any voluntary reduction in outdoor water usage will result in a reduction in total daily demand.

5.3.3. Goal:

A reduction in actual system demands as compared to Expected Peak Demand.

5.3.4. Action:

5.3.4.1. Request a voluntary city wide reduction in outdoor water usage.

5.3.4.2. Encourage customers to optimize their irrigation systems so water is not directed onto impervious surfaces and turf is not overwatered.

5.3.4.3. Recommend customers water on alternate days, by a system under which even numbered addresses water only on even days of the month, and odd-numbered addresses water only on odd-numbered days of the month.

5.3.4.4. Suspend IMU's hydrant flushing program except for water quality purposes.

5.3.4.5. Request that City officials minimize high water use activities such as street sweeping and watering parks.

5.3.5. Enforcement:

There will be no enforcement at this stage.

5.4. Stage II: All Outdoor Water Usage Prohibited

5.4.1. Trigger:

During a period of substantial demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.

5.4.2. Anticipated Impact:

It is anticipated that Stage II will most likely be triggered during the peak summer season. If this is the case, prohibiting outdoor water usage will significantly reduce total demand.

5.4.3. Goal:

A reduction in demand that is at or below 90% of current capacity.

5.4.4. Action:

Prohibit all outdoor water usage.

5.4.5. Enforcement:

Customers observed by IMU in violation of this policy will be notified by a tag left at the property. If compliance is not reached within 48 hours, water service will be terminated and the published fees will apply. Water service will be restored only upon receipt, by IMU, of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service as set forth in the IMU Water Service Plan, Section 3.5.1.2, Disconnection or Denial of Service. Such use of water shall be deemed unauthorized and must be

paid for before water service will be restored.

5.5. Stage III: Water Rationing

5.5.1. Trigger:

During periods of substantial demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur. Stage III may also be invoked, without resort to Stages I and II, if Expected Peak Demand exceeds 90% of Current Capacity for any reason that cannot be addressed by the measures contemplated by Stages I and II.

5.5.2. Anticipated Impact:

It is anticipated that Stage III will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards will be sought.

5.5.3. Goal:

A reduction in system demands as compared to Expected Peak Demand sufficient to allow IMU to meet public health and safety standards.

5.5.4. Action:

Water rationing measures will be implemented and enforced by application of an Emergency Water Shortage Rate. In order to implement such a rate, IMU shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationing Factor”. All customers will be asked to reduce their consumption to or below this factor and any consumption above such level will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.

5.5.5. Enforcement:

While Stage III is in effect, all water used beyond “Rationing Factor” will be billed at the “Emergency Water Shortage Rate”. The Emergency Water Shortage Rate shall be four times the rate otherwise applicable to such customer.

Customers may appeal the Typical Off-Peak Consumption level determined for the customer as the basis for the customer’s bill as inaccurate or inequitable under the circumstances applicable to the customer. Appeals must be submitted in writing and will be considered on a case-by-case basis as provided under these Rules and Regulations.

SUPPLEMENTAL DOCUMENT
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]

Indianola Municipal Utilities
RESOLUTION NO. 2023-000

**RESOLUTION ADOPTING THE 2024 INDIANOLA MUNICIPAL UTILITIES
COMMUNICATION UTILITY SERVICE PLAN**

NOW THEREFORE, BE IT RESOLVED, by Indianola Municipal Utilities Board of Trustees that the attached Indianola Municipal Utilities Communication Service Plan is hereby adopted.

Any resolutions, service plans, tariffs or other operating procedural documents in conflict with the service plan being adopted herein are hereby repealed.

If any section, provision or part of the Service Plan shall be adjudged to be invalid, such adjudication shall not affect the validity of the Service Plan as a whole or any section, provision or part of it not adjudged invalid.

This Service Plan shall take effect upon passage of this Resolution.

PASSED AND APPROVED THIS 11TH DAY OF DECEMBER 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson BOT Secretary

Communications Utility Policy

This policy is established by the Board of Trustees of Indianola Municipal Utilities, and designed to promote consistency, equity, and quality service to all customers. It does not intentionally conflict with any applicable law, regulation or ordinance imposed by other authorities, such as the Federal Communications Commission, Iowa Utilities Board or City of Indianola.

1. Your relationship with IMU

1.1 “Indianola Municipal Utilities” or “IMU” or “Utility” means the Municipal Communications Utility of Indianola, Iowa, whose principal place of business is 210 W 2nd Ave, Indianola, Iowa 50125.

1.2 “Services” means the Utility’s products, software, equipment, and web sites

1.3 “Business Subscriber” means a customer who purchases a tier of service designated for any purpose other than personal, non-commercial use in the subscriber’s private dwelling, including without limitation use for any commercial, educational, governmental, or organizational purpose, whether for-profit or not-for-profit.

1.4 “Inside wiring” means the cable that exists inside the subscriber’s premises to a point 12 inches outside of the home or business, and includes any outlets, splitters, connections, fittings, or wall plates attached to it.

1.5 Your use of the Services is subject to the terms of a legal agreement between you and Indianola Municipal Utilities. Your agreement with IMU will always include, at a minimum, the provisions set out in this document. Your use of the Services is also subject to the Acceptable Use Policy, the Customer Service Policy and the Privacy Policy adopted by the IMU Board of Trustees. Together, all the policies that govern your use of the Services are referred to as the Terms of Service, or Terms. The Terms currently in force may be found at www.indianola.com or you may request a written copy at our office or by calling 515-961-9444.

2. Accepting the Terms; Changes to the Terms

2.1 Before using the Service you should carefully read the Terms. By establishing an account or using the Service, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, you should immediately stop using the Services and contact IMU to cancel your subscription.

2.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Indianola Municipal Utilities, or (b) you are a person barred from receiving the Services under the laws of the United States, Iowa or any other governmental authority empowered to regulate your use of the Services.

2.3 Before you continue, you should print or save a local copy of the Terms for your records.

2.4 Indianola Municipal Utilities may make changes to the Terms from time to time. When changes are made, IMU will post revised Terms at Indianola.com. Revised terms shall take effect immediately upon posting.

2.5 You understand and agree that if you use the Services after the date when a change to the Terms is posted, IMU will treat your use as acceptance of the updated Terms.

2.6 IMU has provided you with the Terms in plain language. The Terms shall be accorded their plain and ordinary meaning.

2.7 The Terms may not be modified by any verbal statement or representation. If there is any contradiction between the Terms and any other representation made to you, the Terms shall take precedence, unless through a separate written agreement between you and IMU which has been authorized by the Board of Trustees.

3. Questions about the Terms

If you have questions about the Terms, contact IMU at 210 W 2nd Ave, Indianola, Iowa 50125. Our phone number is (515) 961-9444. You will be referred to the appropriate staff member for assistance, depending upon the nature of your question.

4. Provision of the Services by the Utility

4.1 The Services are available at locations that meet operational criteria in the sole discretion of the Utility.

4.2 The Utility builds and maintains facilities in areas where service is provided. Services are provided by connecting the Utility's facilities and any necessary reception equipment to the subscriber's inside wiring. Only authorized Utility employees may remove, cut, raise, or change any facilities belonging to the Utility. IMU retains ownership of all facilities and all reception equipment we provide for use at the customer premises.

4.3 All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, repair, and maintenance of the inside wiring.

4.4 Facilities may be installed overhead on existing poles or underground in compliance with the Municipal Code of the City of Indianola. No additional poles will be erected on or along any City street without the advance approval of the City. Facilities outside the corporate limits of Indianola shall be installed overhead or underground at the Utility's sole discretion and in compliance with any law or ordinance governing use of public rights-of-way.

4.5 When facilities are constructed or relocated at the request of a customer, the costs of construction may be shared by the customer or property owner and the Utility. Such cost sharing arrangements are governed by the Facilities Extension Policy found at item 21 on page 11.

4.6 The Utility offers communications services under a fee schedule established by its Board of Trustees. The schedule of standard services and prices is published in our service brochure, available at our Customer Service Office at 210 W 2nd Ave, Indianola, or online at indianola.com.

The Utility also offers custom communications services for Business Subscribers under separate, non-standard pricing individually approved by the Board of Trustees.

4.7 IMU has contracts with vendors, providers, and affiliated legal entities, ("Affiliates"). Sometimes, these Affiliates provide the Services to you through or on behalf of You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

4.8 You acknowledge and agree that IMU may refuse to provide the services, stop or disable (permanently or temporarily) the Services, or change the form, nature, prices, features and limitations (including but not limited to changes in equipment used by you to access the Services, the connection speed, the allowable data throughput, the storage space permitted or channels carried on cable TV) of the Services at its sole discretion without prior notice to you, except where prior notice is required by law or regulation.

4.9 You acknowledge and agree that if IMU disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.10 You acknowledge and agree that the Services are subject to interruption for business purposes or from equipment failure, human error, or acts of God; and may not always be available, timely, secure, or free from interruption.

5. Payment for Services

5.1 You agree to pay all charges associated with the Services, which may be for installation, equipment, service calls, monthly service rates or other You also agree to pay any taxes or other governmental fees required to be collected by IMU on behalf of taxing authorities. The schedule of charges that apply to your service may be found at indianola.com or requested from IMU's customer service office at 210 W 2nd Ave, Indianola, Iowa 50125, (515) 961-9444.

5.2 If you have questions or concerns about your bill, contact IMU's Utility Service Department at (515) 961-9444.

5.3 You agree that you will not engage in theft of the Services or use any Service for which you do not subscribe to. If you observe that you are receiving services (such as TV channels) for which you have no current subscription and are not being billed, it is your obligation to report the receipt of unsubscribed services to IMU by calling (515) 961- 9444.

5.4 IMU may require customers to bring any past due accounts up-to-date and may require a deposit before providing the Services.

5.5 IMU may disconnect your service if you do not pay your bill by the due date.

5.6 If your service is disconnected for non-payment, we may require you to pay all past due charges for all IMU Communication services, return any unused equipment, pay a reconnection fee, and require a minimum of one month's deposit before we reconnect any Communication service.

6. Use of the Services by you

6.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the Services. You agree that any registration information you give to IMU will always be accurate, correct and up to date.

6.2 You agree to use the Services only for lawful purposes permitted under the Terms and by any applicable law, regulation or generally accepted practices or guidelines in Iowa or any other relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other countries).

6.3 You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

6.4 Unless you have been specifically permitted to do so in a separate agreement with IMU, you agree that you will not reproduce, duplicate, copy, sell, trade, or resell the Services for any purpose, or in any way authorize, permit or enable others to use the Services IMU provides to you.

Without limitation and for the avoidance of doubt, subscribers are in violation of the Terms if they:

Fail to secure a wired or wireless local area network against access by any third party, whether such access is known or unknown to the subscriber, and whether or not a fee is collected for such access.

Make the Services available for viewing, use or connection by guests, residents, tenants or patrons in any commercial setting, residential facility, or place of public accommodation, except as described in the Addendum for Business Users, found in the Utility's Acceptable Use Policy.

6.5 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which IMU may suffer) of any such breach.

6.6 You may stop using the Services at any time. If you no longer use the Services, you should contact IMU and cancel the Services. Any equipment owned by IMU and supplied for your use in connection with the Services must be returned to IMU before billing for the Services will cease. IMU will charge a replacement fee for equipment you do not return and for equipment returned in damaged condition. Replacement fees are specified in our published rates, available at Indianola.com/rates.

7. Your passwords and account security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 You agree that you will be solely responsible to IMU for all activities that occur under your account, whether conducted by you or conducted by a third party with or without your knowledge.

7.3 You agree that you are solely responsible for the security of any device(s) connected to the Services through your account, including any data stored or shared on or through the device(s).

7.4 If you become aware of any unauthorized use of your password or of your account, you may notify IMU, (515) 961-9444 or support@imufiber.com.

8. Privacy and your personal information

8.1 IMU's Privacy Policy may be viewed at Indianola.com or you may call (515) 991-9444 or visit our office to request a copy. This policy, which is part of the Terms, explains how IMU treats your personal information and protects your privacy when you use the Services.

8.2 You agree to the use of your data in accordance with IMU's Privacy Policy

9. Content in the Services

9.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos, or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

9.2 Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to IMU (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the owners of that Content, in a separate agreement.

9.3 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent, or objectionable and that, in this respect, you use the Services at your own risk.

9.4 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which IMU may suffer).

10. Proprietary rights

10.1 You acknowledge and agree that IMU (or its licensors) owns all legal right, title, and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

10.2 Unless you have agreed otherwise in writing with IMU, nothing in the Terms gives you a right to use any of IMU' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

10.3 Other than the limited license set forth in Section 12, IMU acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights

which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with IMU, you agree that you are responsible for protecting and enforcing those rights and that IMU has no obligation to do so on your behalf.

10.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

10.5 You agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. License from IMU

11.1 IMU gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by IMU as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use the Services provided by IMU, in the manner permitted by the Terms.

11.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by IMU, in writing.

11.3 Unless IMU has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

12. Content license from you

12.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting, or displaying the content you give IMU a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to publicly display and distribute any Content which you transmit, post or display on or through the Services. This license is for the sole purpose of enabling IMU to operate the Services in its normal course of business.

12.2 You understand that IMU, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or You agree that this license shall permit IMU to take these actions.

12.3 You confirm and warrant to IMU that you have all the rights, power, and authority necessary to grant the above license.

13. Software and equipment updates

13.1 The Software which IMU uses may automatically be updated from time to time to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit IMU to deliver these to you) as part of your use of the Services.

13.2 IMU provides equipment (such as optical network terminals, home gateways and Wi-Fi mesh devices, set-top boxes, remote controls, cables and splitters) and related software and firmware used at Subscribers' premises to deliver the Services. IMU retains ownership of such Subscribers shall not connect IMU's equipment to any computer, television, or other device outside of their premises.

You acknowledge that use of the Service may at times require updates and/or changes to this equipment and/or related software or firmware. You will permit IMU and/or its agents reasonable access to Subscriber premises: (i) to repair, replace, upgrade or alter the equipment, including access to any inside home wiring and other equipment owned by Subscriber and used to access the service; (ii) to remove any IMU equipment from the premises upon termination of service (it being understood that some equipment will not be removed upon termination, and failure to remove equipment by IMU does not constitute abandonment); (iii) in its discretion to use for the provision of the Service any existing wiring, conduit and/or other devices installed upon the premises. Subscriber acknowledges that he or she will be solely responsible for any and all costs of installation.

14. Ending your relationship with IMU

14.1 The Terms will continue to apply until terminated by either you or IMU as set out in section 6.6.

14.2 If you want to terminate your legal agreement with IMU, you may do so by (a) notifying IMU at any time and (b) closing your accounts for all of the Services which you use and (c) returning any IMU-owned equipment to IMU's principal place of business. You acknowledge that billing for services will continue until all equipment owned by IMU has been returned to our office and any outstanding account balance is paid in full.

14.3 If you or IMU terminate this agreement, the rights and obligations under the Terms shall continue indefinitely after termination.

15. Exclusion of Warranties

15.1 You understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

15.2 Nothing in these terms, including sections 15 and 16, shall exclude or limit IMU's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in Iowa will apply to you and our liability will be limited to the maximum extent permitted by Iowa law.

15.3 IMU, its affiliates and its licensors does not represent or warrant that:

Your use of the services will meet your requirements;

The services will be uninterrupted, timely, secure or free from error;

Any information obtained by you as a result of your use of the services will be accurate or reliable;

Defects in the operation or functionality of any software provided to you as part of the service will be

15.4 Any material downloaded or otherwise obtained, whether intentionally or unintentionally, through the use of the service is at your own discretion and You are solely responsible for any damage to your computer system or other device or loss of data that results from such material.

15.5 No advice or information, whether oral or written, obtained by you from IMU or through or from the Services shall create any warranty not expressly stated in the Terms.

15.6 IMU further expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

16. Limitation of Liability

16.1 Subject to overall provision in paragraph 2 above, you understand and agree that IMU, its affiliates and licensors shall not be liable to you for:

Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;

Any changes which IMU may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);

The deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the Services;

Your failure to provide IMU with accurate account information;

Your failure to keep your password or account details secure and

Damage or loss incurred from virus, malware or any malicious or harmful content you may access through use of the Services.

16.2 The limitations on IMU's liability to you in paragraph 1 above shall apply whether or not IMU has been advised of or should have been aware of the possibility of any such losses arising.

16.3 You agree that the liability of IMU is limited to a refund of amounts prepaid for services which have not been delivered. Delivery of services is subject to the limitations set forth in item 15 of these Terms.

17. Copyright and trade mark policies

17.1 It is the Utility's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Specific information about Copyright and trademark compliance may be found in IMU's Internet Acceptable Use Policy contained within this document.

18. Advertisements

18.1 Some of the Services are supported by advertising revenue and may display advertisements and

18.2 The manner, mode, and extent of advertising by IMU on the Services are subject to change without specific notice to you.

18.3 In consideration for IMU granting you access to and use of the Services, you agree that IMU may place such advertising on the Services.

19. Other content

19.1 The Services may include hyperlinks or referrals to other web sites or content or IMU has no control and makes no representations regarding any websites or resources provided by third parties.

19.2 You acknowledge and agree that IMU is not responsible for the availability of any websites or online resources, and does not endorse any advertising, products, or other materials on or available from such any websites or resources.

19.3 You acknowledge and agree that IMU is not liable for any loss or damage which may be incurred by you as a result of the availability of external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

20. Additional Provisions

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service, download software or purchase goods which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and

the company or person. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 Unless supplemented by a separate written agreement between you and IMU for use of the services, the Terms constitute the entire legal agreement between you and IMU; govern your use of the Services; and replace any prior agreements between you and IMU in relation to the Services.

20.3 You agree that IMU may provide you with notices, including those regarding changes to the Terms, by e-mail, U.S. Mail, ground delivery service or postings on the Services.

20.4 You agree that if IMU does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IMU has the benefit of under any applicable law), such non-enforcement will not be taken as a waiver of IMU's rights, and those rights or remedies will still be available to IMU.

20.5 If any court of law with jurisdiction to decide on the matter rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree the Municipal Electric Utility and the Municipal Water Utility of the City of Indianola shall be third party beneficiaries to the Terms and shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with IMU under the Terms, shall be governed by the laws of Iowa without regard to its conflict of law provisions. You and IMU agree to submit to the exclusive jurisdiction of the courts located within the Iowa District Court in Warren County, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that IMU shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21. Facilities Extension or Relocation Policy

21.1 Estimated construction costs are calculated using average costs in accordance with good engineering practices and upon the following factors:

Size, location, and characteristics of the extension

All other materials and accessories required to construct a line including conduit, pedestals, fiber and fiber splices, and termination equipment.

The customer may be required to provide a financial advance in aid of all or a portion of the cost of construction. The customer may, with the consent of IMU and in accordance with IMU standards, offset a portion of the advance for construction cost by providing trenching and backfill for the underground fiber system. The customer is responsible for the trench and/or excavation being properly located within specified easements and/or rights-of-way. All relocation costs resulting from improperly located trenches shall be borne by the customer.

21.2 Communication System Extension Policy – Within Indianola City Limits

Single Family Residential

IMU will extend facilities, at IMU's cost, to existing or newly constructed homes located in existing platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that IMU's fiber-to-the-premises system (FTTP) is near the premises. If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, low subscriber density or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Multifamily Dwelling Units (MDU)

IMU will extend facilities, at IMU's cost, to existing or newly constructed MDUs located in existing platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) In IMU's sole judgment an adequate number of the individual units within the premise will purchase retail communication services from IMU.

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, low subscriber density or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Commercial, Industrial, Governmental, Non-Profit, or Others

IMU will extend facilities, at IMU's cost up to \$3,500.00, to existing or newly constructed properties located in existing platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) the customer subscribes to IMU's business class service or greater. If the installation cost is estimated to be greater than \$3,500.00 the customer will be required to pay the lesser of:

The actual installation cost (not to exceed the estimate) less \$3,500.00 or

The actual installation cost (not to exceed the estimate) less three years of estimated data revenue (no cable TV revenue included).

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, low subscriber density or service is expected to be temporary), IMU reserves the right to require an additional construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

New Developments

IMU will extend facilities, at IMU's cost, to properties within newly platted areas within the City of Indianola or in areas outside the City corporate boundaries,, provided that: a) IMU's fiber-to-the-

premises system (FTTP) is near the property and b) In IMU's sole judgment an adequate number of customers within the developed area will purchase communication services from IMU.

If in IMU's sole judgment circumstances exist which make the provision of service at IMU's cost unduly risky or burdensome to the Utility (unusually high cost, low subscriber density or an unacceptable risk of limited customers) IMU reserves the right to require a refundable customer/developer advance for construction costs. In this case the policy as detailed in the section 21.3 below for outside City limits extension customer advances and refunds shall be followed.

Activation fees, as administered at the time of connection, are applicable.

21.3 Facility Relocations

In those cases where the relocation of Utility facilities is mutually beneficial, the cost may be shared on a basis agreeable to the customer or property owner and the Utility. Only authorized employees may remove, cut, raise, or change any facilities belonging to the Utility. The customer or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

Structural changes in a building that will result in Utility facilities being damaged, inaccessible or

Modifications for the convenience of a customer or property owner, which in the judgment of the Utility, does not result in mutual benefits.

21.4 Rural customers

Any customer receiving services outside the Indianola Corporate Limits will be considered a "Rural Customer". IMU reserves the right to establish unique pricing for customers outside the Indianola Corporate Limits. Rural pricing can be found at Indianola.com or by calling 515-961-9444.

Communications Utility Policy

This policy is established by the Board of Trustees of Indianola Municipal Utilities, and designed to promote consistency, ~~equity~~equity, and quality service to all customers. It does not intentionally conflict with any applicable law, regulation or ordinance imposed by other authorities, such as the Federal Communications Commission, Iowa Utilities Board or City of Indianola.

1. Your relationship with IMU

1.1 “Indianola Municipal Utilities” or “IMU” or “Utility” means the Municipal Communications Utility of Indianola, Iowa, whose principal place of business is 210 W 2nd Ave, Indianola, Iowa 50125.

1.2 “Services” means the Utility’s products, software, ~~equipment~~equipment, and web sites

1.3 “Business Subscriber” means a customer who purchases a tier of service designated for any purpose other than personal, non-commercial use in the subscriber’s private dwelling, including without limitation use for any commercial, educational, governmental, or organizational purpose, whether for-profit or not-for-profit.

1.4 “Inside wiring” means the cable that exists inside the subscriber’s premises to a point 12 inches outside of the home or business, and includes any outlets, splitters, connections, ~~fittings~~fittings, or wall plates attached to it.

1.5 Your use of the Services is subject to the terms of a legal agreement between you and Indianola Municipal Utilities. Your agreement with IMU will always include, at a minimum, the provisions set out in this document. Your use of the Services is also subject to the Acceptable Use Policy, the Customer Service Policy and the Privacy Policy adopted by the IMU Board of Trustees. Together, ~~all of all~~ the policies that govern your use of the Services are referred to as the Terms of Service, or Terms. The Terms currently in force may be found at www.indianola.com or you may request a written copy at our office or by calling 515-961-9444.

2. Accepting the Terms; Changes to the Terms

2.1 Before using the Service you should carefully read the Terms. By establishing an account or using the Service, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, you should immediately stop using the Services and contact IMU to cancel your subscription.

2.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Indianola Municipal Utilities, or (b) you are a person barred from receiving the Services under the laws of the United States, Iowa or any other governmental authority empowered to regulate your use of the Services.

2.3 Before you continue, you should print or save a local copy of the Terms for your records.

2.4 Indianola Municipal Utilities may make changes to the Terms from time to time. When changes are made, IMU will post revised Terms at Indianola.com. Revised terms shall take effect immediately upon posting.

2.5 You understand and agree that if you use the Services after the date when a change to the Terms is posted, IMU will treat your use as acceptance of the updated Terms.

2.6 IMU has provided you with the Terms in plain language. The Terms shall be accorded their plain and ordinary meaning.

2.7 The Terms may not be modified by any verbal statement or representation. If there is any contradiction between the Terms and any other representation made to you, the Terms shall take precedence, unless through a separate written agreement between you and IMU which has been authorized by the Board of Trustees.

3. Questions about the Terms

If you have questions about the Terms, contact IMU at 210 W 2nd Ave, Indianola, Iowa 50125. Our phone number is (515) 961-9444. You will be referred to the appropriate staff member for assistance, depending upon the nature of your question.

4. Provision of the Services by the Utility

4.1 The Services are available at locations that meet operational criteria in the sole discretion of the Utility.

4.2 The Utility builds and maintains facilities in areas where service is provided. Services are provided by connecting the Utility's facilities and any necessary reception equipment to the subscriber's inside wiring. Only authorized Utility employees may remove, cut, ~~raise~~raise, or change any facilities belonging to the Utility. IMU retains ownership of all facilities and all reception equipment we provide for use at the customer premises.

4.3 All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, ~~repair~~repair, and maintenance of the inside wiring.

4.4 Facilities may be installed overhead on existing poles or underground in compliance with the Municipal Code of the City of Indianola. No additional poles will be erected on or along any City street without the advance approval of the City. Facilities outside the corporate limits of Indianola shall be installed overhead or underground at the Utility's sole discretion and in compliance with any law or ordinance governing use of public rights-of-way.

4.5 When facilities are constructed or relocated at the request of a customer, the costs of construction may be shared by the customer or property owner and the Utility. Such cost sharing arrangements are governed by the Facilities Extension Policy found at item 21 on page 11.

4.6 The Utility offers communications services under a fee schedule established by its Board of Trustees. The schedule of standard services and prices is published in our service brochure, available at our Customer Service Office at 210 W 2nd Ave, Indianola, or online at indianola.com.

The Utility also offers custom communications services for Business Subscribers under separate, non-standard pricing individually approved by the Board of Trustees.

4.7 IMU has contracts with vendors, ~~providers~~providers, and affiliated legal entities, ("Affiliates"). Sometimes, these Affiliates provide the Services to you through or on behalf of You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

4.8 You acknowledge and agree that IMU may refuse to provide the services, stop or disable (permanently or temporarily) the Services, or change the form, nature, prices, features and limitations (including but not limited to changes in equipment used by you to access the Services, the connection speed, the allowable data throughput, the storage space permitted or channels carried on cable TV) of the Services at its sole discretion without prior notice to you, except where prior notice is required by law or regulation.

4.9 You acknowledge and agree that if IMU disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.10 You acknowledge and agree that the Services are subject to interruption for business purposes or from equipment failure, human error, or acts of God; and may not always be available, timely, ~~secure~~secure, or free from interruption.

5. Payment for Services

5.1 You agree to pay all charges associated with the Services, which may be for installation, equipment, service calls, monthly service rates or other You also agree to pay any taxes or other governmental fees required to be collected by IMU on behalf of taxing authorities. The schedule of charges that apply to your service may be found at ~~indianola.com~~, ~~or~~indianola.com or requested from IMU's customer service office at 210 W 2nd Ave, Indianola, Iowa 50125, (515) 961-9444.

5.2 If you have questions or concerns about your bill, contact IMU's Utility Service Department at (515) 961-9444.

5.3 You agree that you will not engage in theft of the Services or use any Service for which you do not subscribe to. If you observe that you are receiving services (such as TV channels) for which you have no current subscription and are not being billed, it is your obligation to report the receipt of unsubscribed services to IMU by calling (515) 961- 9444.

5.4 IMU may require customers to bring any past due accounts up-to-date and may require a deposit before providing the Services.

5.5 IMU may disconnect your service if you do not pay your bill by the due date.

5.6 If your service is disconnected for non-payment, we may require you to pay all past due charges for all IMU Communication services, return any unused equipment, pay a reconnection fee, and require a minimum of one month's deposit before we reconnect any Communication service.

6. Use of the Services by you

6.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the Services. You agree that any registration information you give to IMU will always be accurate, correct and up to date.

6.2 You agree to use the Services only for lawful purposes permitted under the Terms and by any applicable law, regulation or generally accepted practices or guidelines in Iowa or any other relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other countries).

6.3 You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

6.4 Unless you have been specifically permitted to do so in a separate agreement with IMU, you agree that you will not reproduce, duplicate, copy, sell, ~~trade~~trade, or resell the Services for any purpose, or in any way authorize, permit or enable others to use the Services IMU provides to you.

Without limitation and for the avoidance of doubt, subscribers are in violation of the Terms if they:

Fail to secure a wired or wireless local area network against access by any third party, whether such access is known or unknown to the subscriber, and whether or not a fee is collected for such access.

Make the Services available for viewing, use or connection by guests, residents, tenants or patrons in any commercial setting, residential ~~facility~~facility, or place of public accommodation, except as described in the Addendum for Business Users, found in the Utility's Acceptable Use Policy.

6.5 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which IMU may suffer) of any such breach.

6.6 You may stop using the Services at any time. If you no longer use the ~~Services~~Services, you should contact IMU and cancel the Services. Any equipment owned by IMU and supplied for your use in connection with the Services must be returned to IMU before billing for the Services will cease. IMU will charge a replacement fee for equipment you do not return and for equipment returned in damaged condition. Replacement fees are specified in our published rates, available at Indianola.com/ratesIMU.net/terms.

7. Your passwords and account security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 You agree that you will be solely responsible to IMU for all activities that occur under your account, whether conducted by you or conducted by a third party with or without your knowledge.

7.3 You agree that you are solely responsible for the security of any device(s) connected to the Services through your account, including any data stored or shared on or through the device(s).

7.4 If you become aware of any unauthorized use of your password or of your account, you may notify IMU, (515) 961-9444 or support@imufiber.com.

8. Privacy and your personal information

8.1 IMU's Privacy Policy may be viewed at Indianola.com or you may call (515) 991-9444 or visit our office to request a copy. This policy, which is part of the Terms, explains how IMU treats your personal information and protects your privacy when you use the Services.

8.2 You agree to the use of your data in accordance with IMU's Privacy [Policy](#)

9. Content in the Services

9.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, ~~videos~~[videos](#), or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

9.2 Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to IMU (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, ~~distributed~~[distribute](#), or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the owners of that Content, in a separate agreement.

9.3 You understand that by using the Services you may be exposed to Content that you may find offensive, ~~indecent~~[indecent](#), or objectionable and that, in this respect, you use the Services at your own risk.

9.4 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which IMU may suffer).

10. Proprietary rights

10.1 You acknowledge and agree that IMU (or its licensors) owns all legal right, ~~title~~[title](#), and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

10.2 Unless you have agreed otherwise in writing with IMU, nothing in the Terms gives you a right to use any of IMU's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

10.3 Other than the limited license set forth in Section 12, IMU acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you

submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with IMU, you agree that you are responsible for protecting and enforcing those rights and that IMU has no obligation to do so on your behalf.

10.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and ~~trade-mark~~trademark notices) which may be affixed to or contained within the Services.

10.5 You agree that in using the Services, you will not use any ~~trade-mark~~trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. License from IMU

11.1 IMU gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by IMU as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use the Services provided by IMU, in the manner permitted by the Terms.

11.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by IMU, in writing.

11.3 Unless IMU has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

12. Content license from you

12.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through the Services. By submitting, ~~posting~~posting, or displaying the content you give IMU a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to publicly display and distribute any Content which you transmit, post or display on or through the Services. This license is for the sole purpose of enabling IMU to operate the Services in its normal course of business.

12.2 You understand that IMU, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or You agree that this license shall permit IMU to take these actions.

12.3 You confirm and warrant to IMU that you have all the rights, ~~power~~power, and authority necessary to grant the above license.

13. Software and equipment updates

13.1 The Software which IMU uses may automatically be updated from time to time to improve, ~~enhance~~enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit IMU to deliver these to you) as part of your use of the Services.

13.2 IMU provides equipment (such as optical network terminals, home gateways and ~~WiFi~~Wi-Fi mesh devices, set-top boxes, remote controls, cables and splitters) and related software and firmware used at Subscribers' premises to deliver the Services. IMU retains ownership of such Subscribers shall not connect IMU's equipment to any computer, ~~television~~television, or other device outside of their premises.

You acknowledge that use of the Service may at times require updates and/or changes to this equipment and/or related software or firmware. You will permit IMU and/or its agents reasonable access to Subscriber premises: (i) to repair, replace, upgrade or alter the equipment, including access to any inside home wiring and other equipment owned by Subscriber and used to access the service; (ii) to remove any IMU equipment from the premises upon termination of service (it being understood that some equipment will not be removed upon termination, and failure to remove equipment by IMU does not constitute abandonment); (iii) in its discretion to use for the provision of the Service any existing wiring, conduit and/or other devices installed upon the premises. Subscriber acknowledges that he or she will be solely responsible for any and all costs of installation.

14. Ending your relationship with IMU

14.1 The Terms will continue to apply until terminated by either you or IMU as set out in section 6.6.

14.2 If you want to terminate your legal agreement with IMU, you may do so by (a) notifying IMU at any time and (b) closing your accounts for all of the Services which you use and (c) returning any IMU-owned equipment to IMU's principal place of business. You acknowledge that billing for services will continue until all equipment owned by IMU has been returned to our office and any outstanding account balance is paid in full.

14.3 If you or IMU terminate this agreement, the rights and obligations under the Terms shall continue indefinitely after termination.

15. Exclusion of Warranties

15.1 You understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

15.2 Nothing in these terms, including sections 15 and 16, shall exclude or limit IMU's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are

lawful in Iowa will apply to you and our liability will be limited to the maximum extent permitted by Iowa law.

15.3 IMU, its affiliates and its licensors does not represent or warrant that:

Your use of the services will meet your requirements;

The services will be uninterrupted, timely, secure or free from error;

Any information obtained by you as a result of your use of the services will be accurate or reliable;

Defects in the operation or functionality of any software provided to you as part of the service will be

15.4 Any material downloaded or otherwise obtained, whether intentionally or unintentionally, through the use of the service is at your own discretion and You are solely responsible for any damage to your computer system or other device or loss of data that results from such material.

15.5 No advice or information, whether oral or written, obtained by you from IMU or through or from the Services shall create any warranty not expressly stated in the Terms.

15.6 IMU further expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

16. Limitation of Liability

16.1 Subject to overall provision in paragraph 2 above, you understand and agree that IMU, its affiliates and licensors shall not be liable to you for:

Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;

Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;

Any changes which IMU may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);

The deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the Services;

Your failure to provide IMU with accurate account information;

Your failure to keep your password or account details secure and

Damage or loss incurred from virus, malware or any malicious or harmful content you may access through use of the Services.

16.2 The limitations on IMU's liability to you in paragraph 1 above shall apply whether or not IMU has been advised of or should have been aware of the possibility of any such losses arising.

16.3 You agree that the liability of IMU is limited to a refund of amounts prepaid for services which have not been delivered. Delivery of services is subject to the limitations set forth in item 15 of these Terms.

17. Copyright and trade mark policies

17.1 It is the Utility's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Specific information about Copyright and ~~trade-mark~~trademark compliance may be found in IMU's Internet Acceptable Use Policy contained within this document.

18. Advertisements

18.1 Some of the Services are supported by advertising revenue and may display advertisements and

18.2 The manner, ~~modem~~mode, and extent of advertising by IMU on the Services are subject to change without specific notice to you.

18.3 In consideration for IMU granting you access to and use of the Services, you agree that IMU may place such advertising on the Services.

19. Other content

19.1 The Services may include hyperlinks or referrals to other web sites or content or IMU has no control and makes no representations regarding any websites or resources provided by third parties.

19.2 You acknowledge and agree that IMU is not responsible for the availability of any websites or online resources, and does not endorse any advertising, ~~products~~products, or other materials on or available from such any websites or resources.

19.3 You acknowledge and agree that IMU is not liable for any loss or damage which may be incurred by you as a result of the availability of external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

20. Additional Provisions

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service, download software or purchase goods which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 Unless supplemented by a separate written agreement between you and IMU for use of the services, the Terms constitute the entire legal agreement between you and IMU; govern your use of the Services; and replace any prior agreements between you and IMU in relation to the Services.

20.3 You agree that IMU may provide you with notices, including those regarding changes to the Terms, by e-mail, U.S. Mail, ground delivery service or postings on the Services.

20.4 You agree that if IMU does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IMU has the benefit of under any applicable law), such non-enforcement will not be taken as a waiver of IMU's rights, and those rights or remedies will still be available to IMU.

20.5 If any court of law with jurisdiction to decide on the matter rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree the Municipal Electric Utility and the Municipal Water Utility of the City of Indianola shall be third party beneficiaries to the Terms and shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with IMU under the Terms, shall be governed by the laws of Iowa without regard to its conflict of law provisions. You and IMU agree to submit to the exclusive jurisdiction of the courts located within the Iowa District Court in Warren County, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that IMU shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21. Facilities Extension or Relocation Policy

21.1 Estimated construction costs are calculated using average costs in accordance with good engineering practices and upon the following factors:

Size, ~~location~~location, and characteristics of the extension

All other materials and accessories required to construct a line ~~including~~including conduit, pedestals, fiber and fiber splices, and termination equipment.

The customer may be required to provide a financial advance in aid of all or a portion of the cost of construction. The customer may, with the consent of IMU and in accordance with IMU standards, offset a portion of the advance for construction cost by providing trenching and backfill for the underground fiber system. The customer is responsible for the trench and/or excavation being properly located within specified easements and/or rights-of-way. All relocation costs resulting from improperly located trenches shall be borne by the customer.

21.2 Communication System Extension Policy – Within Indianola City Limits

Single Family Residential

IMU will extend facilities, at IMU's cost, to existing or ~~newly constructed~~newly constructed homes located in existing platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that IMU's fiber-to-the-premises system (FTTP) is near the premises. If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, low subscriber density or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Multifamily Dwelling Units (MDU)

IMU will extend facilities, at IMU's cost, to existing or newly constructed MDUs located in existing platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) In IMU's sole judgment an adequate number of the individual units within the premise will purchase retail communication services from IMU.

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, low subscriber density or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Commercial, Industrial, Governmental, Non-Profit, or Others

IMU will extend facilities, at IMU's cost up to \$3,500.00, to existing or ~~newly constructed~~newly constructed properties located in existing platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) the customer subscribes to IMU's business class service or greater. If the installation cost is estimated to be greater than \$3,500.00 the customer will be required to pay the lesser of:

The actual installation cost (not to exceed the estimate) less \$3,500.00 or

The actual installation cost (not to exceed the estimate) less three years of estimated data revenue (no cable TV revenue included).

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, low subscriber density or service is expected to be temporary), IMU reserves the right to require an additional construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

New Developments

IMU will extend facilities, at IMU's cost, to properties within ~~newly-platted~~newly platted areas within the City of Indianola or in areas outside the City corporate boundaries, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the property and b) In IMU's sole judgment an adequate number of customers within the developed area will purchase communication services from IMU.

If in IMU's sole judgment circumstances exist which make the provision of service at IMU's cost unduly risky or burdensome to the Utility (unusually high cost, low subscriber density or an unacceptable risk of limited customers) IMU reserves the right to require a refundable customer/developer advance for construction costs. In this case the policy as detailed in the section 21.3 below for outside City limits extension customer advances and refunds shall be followed.

Activation fees, as administered at the time of connection, are applicable.

21.3 Facility Relocations

In those cases where the relocation of Utility facilities is mutually beneficial, the cost may be shared on a basis agreeable to the customer or property owner and the Utility. Only authorized employees may remove, cut, ~~raise~~raise, or change any facilities belonging to the Utility. The customer or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

Structural changes in a building that will result in Utility facilities being damaged, inaccessible or

Modifications for the convenience of a customer or property owner, which in the judgment of the Utility, does not result in mutual benefits.

21.4 Rural customers

Any customer receiving services outside the Indianola Corporate Limits will be considered a "Rural Customer". IMU reserves the right to establish unique pricing for customers outside the Indianola Corporate Limits. Rural pricing can be found at Indianola.com or by calling 515-961-9444.