



ALGONA MUNICIPAL UTILITIES

Customer Service Rules Applicable to All Utilities

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Conditions of Service

Algona Municipal Utilities (AMU) does not guarantee uninterrupted utility service and is not responsible for damage or loss caused by service outages. Services are provided in accordance with the rules of the Board of Trustees of the Algona Municipal Utilities and the Iowa Utilities Board (IUB), where applicable. AMU has the right of access to customer premises for purposes of meter reading and maintenance of utility facilities. AMU strives to bill customers accurately, but errors do occur. If a customer has been overcharged or undercharged because of the incorrect reading of a meter, the incorrect application of the rate schedule, an incorrect connection or other equipment failure, AMU will adjust the customer's bill either by issuing a refund or back-billing in a manner that is consistent with its service rules. Utility services are subject to disconnection when bills are not paid when due. Customers should contact the AMU main office within 20 days of billing if they have a question or wish to dispute the amount billed.

Application for Service

Applicants for service may apply by contacting AMU at the AMU offices – 104 West Call Street. The application will include the applicant's voluntary designation of a person or agency to receive a copy of any notice to disconnect service due to the applicant's non-payment of a bill or deposit. AMU shall supply service to the applicant in accordance with its service rules and at a rate established by AMU for the applicant's appropriate class of service.

In order for the application to be complete, the applicant must provide (in addition to the above):

- Full Name of Primary Account Holder, First & Last Name of Any Co-Applicant and/or Spouse
- Date of Birth, Social Security Number, Driver's License Number and Telephone Number
- Previous Address
- Employer and Business Telephone Number
- Name, Address and Telephone Number of an Authorized Contact to receive Billing Information

All billings, notices, and other correspondence will be addressed to the primary utility account holder. If the primary utility account holder moves, dies, or otherwise ceases to occupy the premises or receive service from AMU, another person shall be listed as the primary account holder. AMU may from time to time request that any persons listed on the account submit an updated application for service, including identification of the most current primary utility account holder. All persons listed on the account may pay on the account and obtain information regarding the account by phone, email, or visiting AMU's office. All residents listed on the account receive the benefit of using AMU's service and may be held jointly and severally responsible for all account obligations. However, in the event an unpaid account is turned over for collection, the account will be turned over under the primary account holder's name only.

Customer Deposits

A deposit intended to guarantee payment of bills for service may be required from either an existing or new customer. A person other than the customer may pay the deposit.

Credit Criteria for New Customers

A deposit may be required of an applicant if any of the following criteria exists:

- Primary account holder's past payment history with AMU is unsatisfactory.
- Primary account holder's credit history is unsatisfactory.
- Payment history of any co-applicant with AMU is unsatisfactory.

Deposit Calculation

AMU will utilize a secure credit service to determine the credit worthiness of a customer. A deposit amount will be calculated based on the following results:

Color	Default Deposit
Green	Waive Deposit
Yellow	1X Highest Actual or Estimated Monthly Usage during the previous 24-month period.
Red	2X Highest Actual or Estimated Monthly Usage during the previous 24-month period.

A deposit will only be required for the Electric utility.

Credit Criteria for Existing Customers

A new or additional deposit may be required, upon 12 days written notice, of a current customer whose initial deposit has been refunded or is found to be inadequate. The new or additional deposit shall ensure a total deposit equal to the highest actual or estimated monthly billing for the service address during the previous twelve-month period. The customer will have no less than 12 days from the date of written notice to comply with the required new deposit.

AMU may also require a new or additional deposit from customers who meet any of the following criteria:

- Customer has been involuntarily disconnected twice in the last 12-month period.
- If AMU becomes aware that a current or former customer with outstanding debt is living with the primary customer.
- Diversion of services or fraud.

Interest on Deposits

AMU will not pay interest on deposits.

Deposit Receipts

AMU shall issue a receipt of deposit to each customer from whom a deposit is received. A customer who has lost their receipt may obtain a duplicate receipt by filing a written claim at the business office, and by providing adequate personal identification.

Record of Deposits

AMU will maintain a record of all deposits indicating:

- The name and address of each depositor.
- The amount and date of the deposit.
- Each transaction concerning the deposit.

Deposit Refunds

A deposit may be refunded after 12 consecutive months of prompt payment. This time may be extended when AMU has reason to believe that continued retention of the deposit is required to insure the payment for future billings for services. When an account is disconnected, the deposit will be applied to the final balance due. Any remaining credit will be transferred to other balances owed to the Utility, and any remaining credit thereafter shall be reimbursed to the account holder (unless deposit was paid by an agency, in which case the agency would receive the refund). If there is a credit remaining after the balances due have been paid in full, a refund check will be mailed to the forwarding address provided by the customer. If any credit amount is equal to or less than \$5.00 a refund will not be issued.

Unclaimed Deposits

A record of each unclaimed deposit shall be maintained for at least two years from the date service is terminated. During that period, AMU will make a reasonable effort to return the deposit if it is greater than \$5.00. Unclaimed deposits shall be credited to an appropriate Utility account. Deposits greater than \$5.00 remaining unclaimed one year after termination of service will be transferred to the State Treasurer in accordance with Chapter 556.11, Code of Iowa.

Billing Information

AMU shall read meters monthly, on dates designated by AMU. Whenever AMU is unable to read a meter, an estimated reading will be used. A meter reading is not to be estimated for more than three consecutive months. Customers shall be billed on a monthly basis according to the appropriate rate schedule for service received during the billing period.

Billing Form

The following information will be included on the billing form or made available to the customer at AMU's Business Office:

- The actual or estimated meter readings at the beginning and end of the billing period.
- The date of the meter readings.
- The number and kind of units metered.
- The identification of the applicable rate schedule.
- Any account balance brought forward, the amount of each charge for rate-schedule-priced Utility service, sales tax, service charges, other charges, late payment charge and the total amount currently due.
- The last date for timely payment shall be clearly shown and shall not be less than twenty days after the bill is rendered.
- A distinct marking to identify an estimated bill or meter reading.
- 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 automatic adjustments (Power Cost Adjustments) used in determining the bill.
- A detailed listing of all services provided to the customer, including applicable taxes, and other charges required by AMU or any regulatory authority.

Bill Payment Terms

Billings will be due and payable when rendered and will be considered past-due if payment is not received by the due date included within the billing form. A bill is considered rendered when deposited in the U.S. Mail with postage prepaid. If delivery is by other than the U.S. Mail, the bill is considered rendered when delivered to the last known address of the party responsible for payment. A late payment charge of 1.5% of the unpaid balance will be assessed on past-due accounts. Each account will be granted at least one forgiveness of a late payment charge in each calendar year.

All over payments for final billings in an amount greater than \$5.00 will be refunded to the account holder. Bills may be paid by mail, by direct payment at the AMU Office (104 West Call Street), by phone, mobile app, website via credit card transaction, direct deposit through a bank or credit union, or by depositing the payment in the designated deposit locations at the AMU Office. Payments by credit card cannot exceed \$5,000.00.

AMU may refuse payment by unacceptable methods including all pennies or coins, non-United States currency, etc. Failure to receive a properly rendered bill shall not entitle the customer to relief from penalties for late payment.

Partial Payments

Partial payments made on accounts that have multiple services, and without a designation of what service or product the customer is paying, shall be credited according to the payment distribution guidelines in effect.

Returned Checks, Declined Credit Cards, and Automatic Clearing House (ACH) Rejects

A service charge in an amount determined by the Board of Trustees shall be assessed to any customer whose check is returned unpaid or Automatic Clearing House (ACH) payment rejected by the bank on which it was drawn. A service charge in an amount determined by the Board of Trustees shall be assessed to any customer whose credit card payment has been declined two or more times within a 6-month period. The service charge shall be in addition to the late payment penalty if the check is not made good and the service fee not paid prior to the delinquent date of the bill. If two or more checks are returned or ACH payments rejected within a 6-month period, AMU may require future payments to be in cash, cashier's check, credit card or money order.

Minimum Bill

The minimum bill provided for in the rate schedule for each class of service will apply to any billing period during which the service remains connected.

Adjustment of Bills for Overcharges and Undercharges

This Service Rule for Algona Municipal Utilities (“Utility”) is intended to establish the maximum time period for (1) the collection of billing undercharges, and (2) the refund or credit for billing overcharges. This Service Rule shall supplement all other applicable Service Rules regarding the calculation of billing overcharges and undercharges, the recovery of undercharges, and the refund or credit for overcharges.

The Board of Trustees of the Algona Municipal Utilities is the governing and regulatory body for the establishment, imposition, adjustment, and collection of rates and charges, including billing adjustments relating to overcharges and undercharges.

Customers and ratepayers (“Customer”) of the Utility shall have a duty to review billing invoices and other billing communications from the Utility, to monitor their utility usage, and to notify the Utility promptly if any billing appears out of the ordinary or excessive in general or relative to prior billings and usage. Such notice shall be given to the Utility’s General Manager. Failure to promptly notify the Utility’s General Manager of a potential or suspected billing overcharge may be a basis for denial of a request for a refund or credit for an overcharge for the time period after the Customer was aware of or suspected the potential overcharge.

The time period for recovery of undercharges and refund or credit of overcharges shall be limited as follows:

- The maximum time period for which an undercharge may be recovered by the Utility, and the maximum time period for which an overcharge may be refunded or credited to the Customer, is three (3) years.
- There shall be no recovery of an undercharge or refund or credit for an overcharge for time periods more than three (3) years prior to the time notice was given by the Customer or the Utility, as applicable.
- In the case of a failure to promptly notify the Utility or the Customer, as applicable, of a potential or suspected overcharge or undercharge, there shall be no recovery of an undercharge or refund or credit for an overcharge for the time period after the Customer suspected or was aware of the potential overcharge or the Utility suspected or was aware of the potential undercharge.
- No interest shall be applied to undercharges or overcharges.

Examples:

- If a meter error results in a Customer being overcharged by 10% for each bill for the most recent two-year period and the Customer gives the Utility prompt notice once the Customer suspects the overcharge, the Customer will receive a full refund or credit of the overcharge.
- If the 10% overcharge has occurred for the most recent 7 years and the Customer gives prompt notice to the Utility once the Customer suspects the overcharge, the Customer will receive a refund or credit for the most recent 3 years of the overcharge.
- If the 10% overcharge occurred for a 7-year period which began 10 years ago and stopped 3 years ago, and the Customer gives prompt notice to the Utility once the Customer suspects the overcharge, the Customer will not receive a refund or credit for the overcharge because the overcharge was more than 3 years ago. The outcome is the same without regard to whether the Customer knew, should have known, or could have known of the overcharge.

Undercharges payable under these Service Rules may be recovered by the Utility by billing the amount of the undercharge on the Customer's Utility bill in a lump sum or monthly over a period of time up to one year, or through a payment plan, at the Utility's discretion. A Customer's failure to pay an undercharge, or failure to enter into a payment plan, or breach of a payment plan, can result in disconnection of service.

Overcharges payable under these Service Rules may be refunded or credited to the Customer, in the Utility's discretion. If the Utility provides a refund, it may be paid in a lump sum or monthly over a period of time up to one year. If the Utility provides a credit, the credit shall be applied to the Customer's account balance for the applicable utility for each billing cycle thereafter until the credit has been used in full.

Customers of the Utility may request that the Utility or a qualified third party, in the Utility's discretion, test the applicable meter at the Customer's expense, which shall be paid before testing takes place. Meter testing by a third party shall be subject to the Utility's discretion and scheduling. The Utility may be present for such testing and retains control over all Utility property and meters. If meter testing in accordance with this Service Rule shows an overcharge has

occurred, the Utility may accept the findings or perform or obtain a second meter testing. If the initial test results showing an overcharge has occurred is accepted by the Utility, or if such findings are confirmed by a second meter test, and if the overcharge is more than \$25, the Utility shall refund the amount of the meter testing cost paid by the Customer.

If a Customer gives notice of a suspected or potential overcharge and the Utility does not agree, and if the source of the overcharge involves the meter, the Customer's sole remedy is to request a meter test under the terms of this Service Rule.

Authority: This rule is adopted under the authority reserved for and granted to the Utility by applicable law, including the following:

- Municipal Home Rule authority under the Iowa Constitution, as amended (at the time of adoption of this Service Rule, Article III, Section 38A of the Iowa Constitution);
- Iowa Code section 384.84, as amended regarding the establishment, imposition, adjustment, and collection of rates and charges by the governing body of the city utility;
- Iowa Code Chapter 388; and
- The exemption for municipal utilities from Iowa Code Chapter 476 and regulation by the Iowa Utilities Board thereunder, except where specifically enumerated by the Iowa Legislature within Chapter 476; the exemption for municipal utilities from rate regulation under Chapter 476; and the absence of any express enumeration in Chapter 476 for rate regulation of municipal utilities or the regulation of municipal utilities regarding billing adjustments for overcharges and undercharges which are an essential component of the rate setting and rate collection authority reserved for and granted to municipal utilities by home rule authority, Iowa Code section 384.84 and Iowa Code Chapter 388

The provisions of this Service Rule are not subject to and shall not be modified by the discovery rule, theories of continuing violations, or other common law, statutory law, provisions of general contract law, or equitable principles which might otherwise have the effect of extending the time period for or the amount of collection of underpayments and refund or credit for overpayments.

Severability. If any part or provision of this Service Rule is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Service Rule.

Credits and Explanations

Credits due a customer because of meter inaccuracies, errors in billing, or misapplication of rates shall be separately identified.

Temporary Disconnections at the Request of the Customer

AMU may, upon reasonable notice by a customer, make temporary disconnects for the customer's convenience. The customer may be required to pay a fee for disconnection and reconnection in an amount to be determined by the Board of Trustees.

If a customer requests service to be disconnected temporarily the following charges and rules will apply:

- The temporary disconnection shall not be for a period longer than 12 months. If longer than 12 months, the customer shall be considered to have terminated service. Prior to reconnection, the utility may require that the individual service be inspected.
- The customer shall pay for all costs associated with disconnections and reconnections at the applicable rates for labor, equipment, and material.
- All amounts, due or past due, which the customer owes AMU shall have been paid in full prior to reconnection of service.
- The charges are in addition to any charges which may be made for installation of service equipment for temporary service governed these service rules.

Permanent Disconnections at the Request of the Customer

A customer shall give AMU at least one business day notice, excluding weekends and holidays, prior to final termination or discontinuance of service. Discontinuance of service under this section shall be during normal business hours for the Customer Services Departments. With proper notification, no charges shall be made for permanent disconnections.

Disconnections Due to Delinquent Account – Water Service

Water service shall not be disconnected until AMU sends written notice by regular mail to the water account holder informing the account holder of the nature of the delinquency and informing the account holder of the right to request a hearing prior to disconnection of water service. If no hearing is requested, water shall be disconnected as provided in the notice. If a hearing is requested, disconnection shall not occur until the hearing has been held and a decision has been made regarding the delinquency.

If the account holder is a tenant, and the landlord has made a written request for notice, the disconnection notice must also be sent to the landlord by regular mail.

Delinquent water service rates and charges may be assessed as a lien against the property or premises served. The account holder shall be given at least 30 days prior written notice by regular mail of AMU's intent to certify a lien to the county treasurer. A lien can be imposed even where utility service has been discontinued or disconnected to the property or premises. A lien shall not be imposed for delinquent charges of less than five dollars.

Residential and commercial rental property, where charges for water service are separately metered and paid to the utility by the tenant, are exempt from the lien procedures if the landlord gives written notice to the utility that the property is residential or commercial rental property and that the tenant is liable for the rates or charges. The written notice must include the name of the tenant responsible for the charges, the address of the rental property that the tenant occupies and the date that the occupancy begins. The landlord must provide a new notice within thirty business days of a change in tenant who is occupying residential rental property, or if the ownership of the

residential rental property changes. The landlord must provide a new notice within ten business days of a change in tenant who is occupying commercial rental property, or if the ownership of the commercial rental property changes. This rental exemption does not apply to delinquent charges related to repairs to a water service. Where a lien exemption applies, AMU may require a deposit that does not exceed the usual cost of 90 days of water service.

A lien may not be imposed on premises that is a mobile home, modular home, or manufactured home if the premises is owned by the tenant but is located within a mobile home park or manufactured home community and the owner or manager of the mobile home park or manufactured home community is the utility account holder. However, if the lease agreement provides that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder, a lien may be imposed against the tenant's premises.

Just Cause for Disconnection or Denial of Service – Electric Service

AMU reserves the right to refuse or discontinue service for any reason listed below, subject to the provisions of these service rules. Unless otherwise stated, the customer shall be given written notice at least 12 days prior to disconnection of service. Except for reasons given below, or disconnections at the customer's request, no service shall be disconnected unless AMU is prepared to reconnect the service within 24 hours. A reconnection fee shall be charged when the disconnection results from an act or omission on the part of the customer. Reasons for refusal or disconnection of service are:

- Without notice in the event of a condition determined by the City of Algona or AMU to be hazardous.
- Without notice in the event of customer use of equipment in such a manner as to adversely affect AMU's equipment or service to others.
- Without notice in the event of tampering with equipment furnished and owned by AMU.
- Without notice in the event of unauthorized use or resale of utility service.
- For violation of or noncompliance with AMU customer service rules.
- For failure of the customer or prospective customer to furnish service equipment, permits, certificates, or rights-of-way specified by AMU as a condition of receiving service.
- For failure of the customer or prospective customer to fulfill his or her contractual obligations imposed as conditions of obtaining service from AMU.
- For failure of the customer to permit AMU reasonable access to its equipment.
- For non-payment of utility billings or deposits.

A. Written Notice

Any written notice mailed to a customer pursuant to these service rules will set forth the reason or reasons for the pending disconnection or denial of service, and the final date by which the account is to be settled or specific action taken. If more than one reason is specified, the days of notice for the causes shall be concurrent. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of

the person responsible for payment of the service. The final date shall not be less than 12 days after notice has been rendered.

AMU shall give a 12-day 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. Notice shall include a summary of the procedures and remedies for avoiding disconnection and a telephone number where a representative qualified to provide additional information about the disconnection can be reached.

B. Personal Contact

- When disconnecting service to a residence, AMU shall make a diligent attempt to contact the individual or agency responsible for paying the bill to inform the customer of the pending disconnection and available remedies.
- If the attempt at customer contact fails, the premises may be posted with a notice informing the customer of the pending disconnection. The notice shall be posted at least 48 hours prior to disconnection. A posting fee will be assessed to all accounts requiring a posted notice.

C. Residential Rental Units

If AMU knows that the disconnection will affect occupants of residential units leased from the customer, the premises of any building known by AMU to contain residential units must be posted, at least 48 hours prior to the disconnection, with notice informing any occupants of the date when service will be disconnected and the reasons therefore.

D. Landlord Notification

In the case of a residential customer occupying a rental unit, if attempted contact is unsuccessful, AMU shall make a diligent attempt to contact the landlord of the unit to determine if the customer is still in occupancy, and if not, his/her present location. The landlord shall also be informed of the date when services may be disconnected. AMU shall attempt to contact the landlord at least 48 hours prior to disconnection of service.

E. Avoiding Disconnection – Residential Customers with Financial Difficulty

A residential customer may avoid disconnection by paying his or her bill in full or by providing confirmation of financial difficulty and entering into a reasonable payment arrangement with AMU.

In general, failure to comply with a reasonable payment arrangement will subject the customer to disconnection.

No disconnection may take place from November 1st through April 1st during the winter moratorium for a resident who is head of household and who has been certified to AMU by

the local community action agency as being eligible for either the low income home energy assistance program or weatherization assistance program.

F. Postponement of Disconnection for Reasons of Customer's Health

Disconnection of service to a residential customer shall be postponed if the disconnection presents a special danger to the health of the customer or any permanent resident of the premises. A special danger to health is indicated if one appears to be seriously impaired and may, because of mental or physical problems, be unable to manage their own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from others. Indicators of a special danger to health include serious illness; and any other factual circumstances which indicate a severe or hazardous health situation.

At the request of AMU, the customer shall provide a verification of the special danger to health by a physician or a public health official. The verification shall include the name of the person endangered, a statement that he or she is a resident of the premises 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 by the verifying party may be by telephone if written verification is forwarded to AMU within five days.

Verification shall postpone disconnection for 30 days; however, the postponement may be extended by renewed verification. In the event service is terminated within 14 days prior to verification of illness by or for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. The customer must enter into a reasonable payment arrangement for the retirement of the unpaid balance of the account within the first 30 days of postponement and must remain current on the payment plan to avoid disconnection.

G. Disputed Bill

AMU shall give the customer (of any class) a reasonable opportunity of not less than 12 days from the date on which the disconnection notice was rendered, to dispute any portion of the utility bill, in accordance with the procedures described in the IUB's standard "Customer Rights and Remedies to Avoid Disconnection." See Appendix #1

In the event there is a dispute concerning a bill for any services, the customer may avoid disconnection by prompt payment of the undisputed portion of the bill and by filing a statement with AMU of the reasons upon which the dispute is based. AMU will delay disconnection pending settlement of the disputed portion of the bill as outlined in the complaint procedure section of this document.

H. Abnormal Electric Consumption

A customer who is subject to disconnection for non-payment of a bill, and who has electric consumption which appears to the customer to be abnormally high, may request AMU's help

in identifying the factors contributing to this usage pattern and to suggest remedial measures. AMU will provide such assistance by discussing patterns of electric usage which may be readily identifiable, providing energy conservation information and suggesting financial assistance which may be available to the customer.

I. Winter Disconnect Moratorium

During the period of November 1 to April 1 a customer's electric service shall not be disconnected if the following occurs:

- The customer applies to the local community action agency prior to the disconnection date, and AMU is informed of such action by the local community action agency for low income home energy assistance program or the weatherization assistance program.
- Disconnection of service shall be delayed for 30 days from the date of the application to allow the local community action agency time to certify that the person is or is not eligible for either program.
- If the local community action agency certifies the customer is eligible within 30 days of the date of the customer application, disconnection may not occur prior to April 1st. If the local community action agency does not certify eligibility, disconnection procedures may again proceed, except that the 12-day waiting period shall not apply. All other procedures remain in effect.
- During this time period, the customer which is certified as eligible is encouraged, but not required, to enter into a reasonable payment plan or a level payment arrangement in order to avoid disconnection after April 1st.

J. Military Deployments

Disconnection cannot take place at a residence where AMU is informed that one of the heads of household is a service member deployed for military service. Disconnection may not occur during the deployment or prior to 90 days after the end of the deployment.

K. Insufficient Reasons for Denying Service

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

- Delinquency in payment for service by a previous occupant of the premises to be served.
- Failure to pay for merchandise purchased from AMU.
- Failure to pay for work completed for the customer by AMU.
- Failure to pay for a different type or class of utility service.
- Failure to pay the bill of another customer as guarantor.
- Failure to pay back bills rendered for payment of under-registration of a meter.
- Failure to pay bill adjustments resulting from an error on the part of AMU.
- Failure of a residential customer approved for energy assistance to pay a deposit during the period November 1 to April 1 for the location at which he or she has been receiving service.

L. Time of Disconnection of Service

Disconnection of residential service can only occur between the hours of 6 am and 2 pm on a weekday, and not on a holiday.

According to Iowa Utilities Board (IUB) rules, disconnection 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 include a forecast that the temperature will go below 20 degrees Fahrenheit.

In any case where AMU has posted a disconnect notice but is precluded from disconnecting service because of National Weather Service forecast, AMU may immediately proceed with the appropriate disconnection procedures, without further notice, when the temperature in the area where the residence is located rises to above 20 degrees and is forecasted to remain above 20 degrees for at least 24 hours, unless the customer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision. Once a customer is disconnected under these procedures, they will stay disconnected regardless of the temperature unless the customer has paid in full the past due amount or has been guaranteed funds from an agency.

AMU follows the IUB rules regarding weather as a minimum practice. AMU reserves the right to postpone disconnection in cases of extreme weather, natural disaster, or other extraordinary circumstances where such disconnection of service is deemed to pose a safety hazard to customers and/or employees of AMU.

M. Reasonable Payment Arrangement

AMU will offer a customer an opportunity to enter into a reasonable payment arrangement when the customer receives a disconnection notice. AMU will offer a payment arrangement with at least 12 even monthly payments to customers who receive a disconnection notice or who have been disconnected less than 120 days and are not in default of a payment agreement. AMU will offer a payment arrangement with at least 6 even monthly payments to customers who have been disconnected more than 120 days and are not in default of a payment agreement. The customer will be informed that they can pay off the delinquency early without incurring any prepayment penalties. The payment arrangement will include a provision for payment of the current account.

If the payment arrangement is made in person, a signed copy of the payment arrangement shall be provided to the customer. If AMU allows the customer the option of making the payment arrangement over the phone or through electronic transmission, AMU will provide the customer a written document reflecting the terms of the payment arrangement within three days of the date the agreement was entered into. The payment arrangement will be sent to the customer's last known address by regular mail. The payment arrangement is considered provided on the date it is deposited in the mail.

The payment arrangement will give the customer ten days in which to object to the terms of the payment arrangement. The document will include the address and a telephone number where a qualified representative can be reached. Once the first payment is made pursuant to the payment arrangement, the agreement is deemed accepted by the customer. A customer who enters into a payment arrangement with AMU shall be granted at least one late payment that is four days or less beyond the due date for payment. The initial payment under a payment arrangement shall be due on the due date for the next regular utility bill, or such other date as may be agreed to by AMU and the customer.

A new 12-day notice is not required when a customer defaults on a payment arrangement related to an electric bill. In that case, only 24-hour notice is required. The general prohibitions on disconnection will still apply, however.

AMU will offer a second payment arrangement to a customer who is in default of a first payment arrangement if the customer has made at least two consecutive full payments under the first payment arrangement. The second payment arrangement will be for a term at least as long as the first payment arrangement. The customer shall be required to pay for current service in addition to the monthly payments under the second payment arrangement and may be required to make the first payment up-front as a condition of entering into the second payment arrangement.

A customer may propose a payment arrangement to AMU. If the customer and AMU do not agree on the terms of the payment arrangement, AMU may orally refuse the payment arrangement. Within three days of the oral refusal, AMU will provide the customer with a written refusal, stating the reason for the refusal. The written refusal will be sent to the customer's last known address by regular mail. The refusal is considered provided on the date it is deposited in the mail.

Within ten days of the date of refusal of the payment arrangement, the customer may ask for assistance from the IUB in working out a reasonable payment agreement. If this request is made, AMU may not disconnect service while the request is being reviewed by IUB.

Customer Obligations

Acceptance of service shall obligate a customer to the conditions imposed by the requirements of AMU, and all applicable rules for service including these service rules, the rules of the Iowa Utilities Board (IUB), where applicable, and regulations of the City of Algona.

Utility Equipment

Equipment owned by AMU may not be moved to a location or address other than the location or address where service was installed, without prior authorization from AMU.

Attachment of Equipment

Attachment of any unauthorized device to AMU's equipment, or modification to AMU's equipment or facilities, is prohibited without prior written authorization from AMU.

Prohibited Equipment Installations

No customer owned equipment or device that interferes in any way with the normal operation of AMU facilities, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by AMU, shall be installed on either the customer's wiring or AMU's facilities.

Damage or Loss of Utility Property

A customer shall be held responsible for all damage to, or loss of property of AMU located upon the customer's premises unless the damage or loss is due to the negligence of AMU or by any act or omission on the part of AMU or its authorized representatives.

Customer's Premises Subject to Utility Access

Service by AMU requires access to equipment, facilities, meters, and monitoring devices. The customer shall provide, without cost to AMU, right-of-way for the equipment or facilities of AMU over, across, under and upon the property owned or controlled by the customer as is necessary to supply AMU service. Such right-of-way shall include both external right-of-way and internal access to premises.

Delinquent Account Holder Applying for New Service at New Address

The utility may withhold service at a new address if the account holder owes delinquent charges for utility service associated with a prior address. New service can be established once the delinquent charges are paid.

Collection of Debt

AMU will use the most recent information on file to contact by phone, postal mail, email, and/or text message the primary account holder for payment arrangements on bills related to disconnected utility service. Current and former customers who make a payment arrangement and follow the agreed upon payment schedule will not have their account turned over to a third-party collection agency.

Customers who fail to respond to AMU within two (2) months for a payment arrangement on bad AMU debt or who fail to follow-through on their payment arrangement on bad AMU debt will have their account turned over to a third party collection agency. Any arrangements the customer wishes to make at that time will have to be negotiated with the collection agency.

AMU will not pursue a debt for which ten years have passed since the last voluntary financial transaction on the part of the customer.

Theft of Service

Any bypass, tampering, diverting, or unauthorized metering/usage of AMU's services is prohibited. This includes receiving services for which the customer is not paying and has not reported to AMU. A person commits theft of service when engaged in any of the following activities: obtaining electricity or water from an unauthorized connection to the supply or service line or by intentionally altering, adjusting, removing, or tampering with the metering or service device so as to cause inaccurate readings or billings.

AMU may, at any time and without notice, discontinue the supply of service to the customer and remove its meters and equipment for such violations of service. The customer shall be responsible for the payment costs of repair/replacement of any damaged utility equipment and any other costs incurred by AMU related to the violation, including, but not limited to, costs of investigation, disconnection, reconnection, service calls, and fines as applicable.

Whenever there is reasonable suspicion of theft of service, AMU or the Algona Police will contact the customer who is committing the alleged violation and request they cease the activity. Depending on the duration of the theft, the value of the service stolen, and the cost of any property damage (if applicable), AMU reserves the right to press pursue criminal charges as appropriate.

Unauthorized Use of Service is Dangerous

The safety of our customers and employees matters to AMU. It is important to understand that attempting to use or divert any of your utility services (electricity or water) without authorization can jeopardize your safety and that of other customers, AMU employees and public safety personnel.

Utility Customer Service Representatives

Utility Customer Service Representatives charged with customer communication will provide their first name to the customer, whether the communication is in person or by telephone. All Customer Service Representatives will have immediate access to current detailed information concerning customer accounts and any previous contact with AMU and shall be properly qualified and instructed in the screening and prompt handling of complaints.

Telephone Procedure

AMU's main telephone number, (515) 295-3584, is answered 24 hours a day, 7 days a week for the handling of emergencies or payments.

Service Calls

The customer will be billed for service calls as follows:

- For a service call requesting the relocation of facilities belonging to AMU, the customer shall be billed for the direct cost of labor and materials. A deposit equal to the total estimated cost may be required in advance of any construction.
- For service calls requesting temporary relocation of cable lines or other AMU facilities to accommodate movement of buildings or large equipment, the person responsible for the move shall be billed for the total cost of labor and materials. AMU shall be given at least 72-hours advance notice and shall be consulted regarding the route of the move. An advance deposit or cash bond may be required to cover estimated costs.
- For a service call requesting installation or relocation of facilities belonging to the customer, the customer shall be billed for the total cost of the service call.
- For a service call where the trouble is found to be on the customer's equipment, the customer will be informed of the problem, but will not be charged for the service call.

Underground Facilities Locating

AMU will locate underground service facilities owned by AMU without charge. The request must be made at least two business days in advance by calling Iowa One Call at 811. Every effort to correctly locate the underground facilities will be made by AMU, but AMU cannot guarantee its location nor be held liable.

Complaint Procedure

Initial contact by a customer regarding a complaint shall be made with the customer service representative of AMU. The complaint may be pursued with the appropriate supervisor, the appropriate manager, and the general manager, in that order, if the customer is not satisfied with the handling of the complaint.

Complaints concerning the charges, practices, facilities, or service of AMU shall be investigated promptly and thoroughly. AMU shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions. Based on AMU staff judgment, customers may be asked to submit complaints in writing.

Customer complaints should include the following information:

- Name(s) of complainant.
- Address(es) of complainant.
- Telephone number(s) of complainant.
- Nature of the complaint.
- Relief sought.

A written complaint may be filed with the Chairperson of the Board of Trustees if the customer is not satisfied with the general manager's handling of the complaint. If the Chairperson believes the customer's complaint warrants further attention, the Chairperson may place the complaint on the agenda of the next regularly scheduled meeting of the Board of Trustees for the ultimate resolution

of the complaint by the Board of Trustees.

A customer who is unable to travel need not appear before any AMU official described in this section to explain the nature of their complaint. They may do so by telephone or in some other mutually agreeable fashion.

Complaints involving policies or actions of AMU that are regulated by the IUB may also be filed with the IUB in accordance with applicable regulations.

Customer Information

The collection of personally identifiable customer information shall be limited to name, social security number, driver's license number, service address, billing address, personal telephone numbers, business telephone numbers, emergency contact information, employer, AMU account number, bank account number, credit card number, installation information, billings, payments, deposit, complaint, service records and equipment records. AMU shall take reasonable precautions to prevent unauthorized access to this information in full compliance with the Fair and Accurate Credit Transactions Act of 2003.

Disclosure of Information

The disclosure of personally identifiable customer information to a third party shall only occur if the customer provides written or electronic consent in advance. AMU may be required to disclose information in order to comply with a court order. The disclosure of certain information shall be limited to certain agencies as described below.

In addition, customer records may be available to employees or agents of AMU to market, provide, or audit services, to measure usage and customer satisfaction, and to provide customers with information concerning AMU products and services. Information may be provided to contractors acting on behalf of AMU to install services. Information may be released to collection services if required to collect past due bills.

Disclosure to Certain Agencies:

Payment Assistance Agencies: Information will be disclosed to the agency as necessary to assist the customer in obtaining financial assistance to pay their utility bill. (Note: this may include the disclosure of social security number.)

City of Algona, Kossuth County, State of Iowa, and any governmental subdivision: Information disclosed without a subpoena shall be limited to the customer's name, address and forwarding address only. Any other information will be provided only upon the receipt of a subpoena (other information may include phone number or SSN). "Any governmental subdivision" includes the County Assessor's Office, Public Works Department, Wastewater Treatment Plant, etc.

Bona fide law enforcement agencies and emergency responders: Information disclosed without a subpoena shall be limited to the customer's name, address, phone numbers, and emergency contacts, if requested. Bona fide means that AMU is certain to whom they are speaking. Any other information will be provided only upon the receipt of a subpoena (other information may include SSN). These agencies include the FBI, Police, Fire Department, etc.

Information Inspection

By providing adequate personal identification, a customer may review their account information and inspect personally identifiable customer information during normal office hours. Customers shall have the right to correct any inaccurate sign-up information on their account.

Changes to Policies and Procedures

These policies and procedures are subject to amendment, modification, or termination by the AMU Board of Trustees from time to time to ensure efficient service in compliance with applicable laws and regulations. AMU shall make available any changes to the approved policies and procedures contained in this document.

Appendix 1 – Customer Rights and Responsibilities to Avoid Shut Off of Electric Service for Nonpayment

1. What can I do if I receive a notice from the utility that says my service will be shut off because I have a past due bill?

- a) Pay the bill in full; or
- b) Enter into a reasonable payment plan with the utility (see #2 below); or
- c) Apply for and become eligible for low-income energy assistance (see #3 below); or
- d) Give the utility a written statement from a doctor or public health official stating that shutting off your electric service would pose an especial health danger for a person living at the residence (see #4 below); or
- e) Tell the utility if you think part of the amount shown on the bill is wrong. However, you must still pay the part of the bill you agree you owe the utility (see #5 below).

2. How do I go about making a reasonable payment plan? (Residential customers only)

- a) Contact the utility as soon as you know you cannot pay the amount you owe. If you cannot pay all the money you owe at one time, the utility may offer you a payment plan that spreads payments evenly over at least 12 months. The plan may be longer depending on your financial situation.
- b) If you have not made the payments you promised in a previous payment plan with the utility and still owe money, you may qualify for a second payment agreement under certain conditions.
- c) If you do not make the payments you promise, the utility may shut off your utility service on one day's notice unless all the money you owe the utility is paid or you enter into another payment agreement.

3. How do I apply for low-income energy assistance? (Residential customers only)

- a) Applications are taken at your local community action agency. If you are unsure where to apply, dial 2-1-1 or 1-800-244-7431, or visit humanrights.iowa.gov/dcaa. To prevent disconnection, you must contact the utility prior to disconnection of your service
- b) To avoid disconnection, you must apply for energy assistance or weatherization before your service is shut off. Notify your utility that you may be eligible and have applied for energy assistance. Once your service has been disconnected, it will not be reconnected based on

approval for energy assistance.

- c) Being certified eligible for energy assistance will prevent your service from being disconnected from November 1 through April 1.
- d) If you have additional questions, contact the Division of Community Action Agencies at the Iowa Department of Human Rights, Lucas State Office Building, Des Moines, Iowa 50319; telephone (515) 281-3861.

4. What if someone living at the residence has a serious health condition? (Residential customers only)

You may dispute your utility bill. You must tell the utility that you dispute the bill. You must pay the part of the bill you think is correct. If you do this, the utility will not shut off your service for 45 days from the date the bill was mailed while you and the utility work out the dispute over the part of the bill you think is incorrect. You may ask the Iowa Utilities Board for assistance in resolving the dispute. (See #9 below.)

Contact the utility if you believe this is the case. Contact your doctor or a public health official and ask the doctor or health official to contact the utility and state that shutting off your utility service would pose an especial health danger for a person living at your residence. The doctor or public health official must provide a written statement to the utility office within 5 days of when your doctor or public health official notifies the utility of the health condition; otherwise, your utility service may be shut off. If the utility receives this written statement, your service will not be shut off for 30 days. This 30-day delay is to allow you time to arrange payment of your utility bill or find other living arrangements. After 30 days, your service may be shut off if payment arrangements have not been made.

5. What should I do if I believe my bill is not correct?

You may dispute your utility bill. You must tell the utility that you dispute the bill. You must pay the part of the bill you think is correct. If you do this, the utility will not shut off your service for 45 days from the date the bill was mailed while you and the utility work out the dispute over the part of the bill you think is incorrect. You may ask the Iowa Utilities Board for assistance in resolving the dispute. (See #9 below.)

6. When can the utility shut off my utility service because I have not paid my bill?

- a) Your utility can shut off service between the hours of 6 a.m. and 2 p.m., Monday through Friday.
- b) The utility will not shut off your service on nights, weekends, or holidays for nonpayment of a bill.
- c) The utility will not shut off your service if you enter into a reasonable payment plan to pay the overdue amount (see #2 above).

- d) The utility will not shut off your service if the temperature is forecasted to be 20 degrees Fahrenheit or colder during the following 24-hour period, including the day your service is scheduled to be shut off.
- e) If you have qualified for low-income energy assistance, the utility cannot shut off your service from November 1 through April 1. However, you will still owe the utility for the service used during this time.
- f) The utility will not shut off your service if you have notified the utility that you dispute a portion of your bill and you pay the part of the bill that you agree is correct.
- g) If one of the heads of household is a service member deployed for military service, utility service cannot be shut off during the deployment or within 90 days after the end of deployment. In order for this exception to disconnection to apply, the utility must be informed of the deployment prior to disconnection. However, you will still owe the utility for service used during this time.

7. How will I be told the utility is going to shut off my service?

- a) You must be given a written notice at least 12 days before the utility service can be shut off for nonpayment. This notice will include the reason for shutting off your service.
- b) If you have not made payments required by an agreed-upon payment plan, your service may be disconnected with only one day's notice.
- c) The utility must also try to reach you by telephone or in person before it shuts off your service. From November 1 through April 1, if the utility cannot reach you by telephone or in person, the utility will put a written notice on the door of or another conspicuous place at your residence to tell you that your utility service will be shut off.

8. If service is shut off, when will it be turned back on?

- a) The utility will turn your service back on if you pay the whole amount you owe or agree to a reasonable payment plan (see #2 above).
- b) If you make your payment during regular business hours, or by 7 p.m. for utilities permitting such payment or other arrangements after regular business hours, the utility must make a reasonable effort to turn your service back on that day. If service cannot reasonably be turned on that same day, the utility must do it by 11 a.m. the next day.
- c) The utility may charge you a fee to turn your service back on. Those fees may be higher in the evening or on weekends, so you may ask that your service be turned on during normal utility business hours.

9. Is there any other help available besides my utility?

If the utility has not been able to help you with your problem, you may contact the Iowa Utilities Board toll-free at 1-877-565-4450. You may also write the Iowa Utilities Board at 1375 E. Court Avenue, Des Moines, Iowa 50319-0069, or by E-mail at customer@iub.iowa.gov. Low-income customers may also be eligible for free legal assistance from Iowa Legal Aid and may contact Legal Aid at 1-800-532-1275.

Appendix 2 – Summary of Disconnection Procedures

1. Send the customer a 12-day notice of disconnection which includes the reasons for disconnection. The notice must be sent by regular mail to the customer's last known address.
2. If disconnection is for a delinquent bill, customer must be given a reasonable opportunity to dispute bill, customer must be informed that they have at least 12 days in which to make settlement of the account to avoid disconnection, customer rights and responsibilities and a toll free telephone number for the utility must be included in the notice.
3. If disconnection is for a delinquent bill and the customer is a residential customer, the utility must attempt personal contact by phone or in person. The utility must also offer the customer an opportunity to enter into reasonable payment agreement.
4. If disconnection is for a delinquent bill and customer is residential customer, and if disconnection will occur between Nov. 1 and April 1 and no personal contact is made, the utility must post a notice on the premises at least one day prior to disconnection. The notice must include the rights and responsibilities of the customer.
5. If disconnection is for a delinquent bill and customer is residential customer who lives in a rental unit, and if disconnection will occur between Nov. 1 and April 1 and no personal contact is made, the utility must make a diligent attempt to contact the landlord at least 48 hours before the scheduled disconnection to determine the customer's location. The landlord must be informed about the disconnection of service.
6. If disconnection is for a delinquent bill and if it will affect occupants of residential units leased from the customer, the premises containing residential units affected by the disconnection must be posted with a notice at least two days prior to disconnection. The notice must include when the disconnection will occur and the reasons for disconnection.

Appendix 3 – Summary of Prohibitions on Disconnection

1. In the case of a disputed bill, the utility must delay disconnection for 45 days if the customer has paid the undisputed portion of the bill.
2. Disconnection of residential property can only occur between the hours of 6 am and 2 pm on a weekday, and not on a holiday.
3. If the utility service is the only form of heat to a residence, disconnection may not occur during severe cold weather, which is defined as temperatures 20 degrees or colder. The utility must wait until the temperature rises above 20 degrees and is forecasted to remain above 20 degrees for at least 24 hours.
4. Disconnection must be postponed for 30 days upon verification that disconnection of a residential customer will present a danger to the health of any permanent resident of the premises.
5. If the utility is informed that the customer's household may qualify for winter energy assistance, the utility shall delay disconnection for a period of 30 days to allow the customer to apply for assistance. If the head of household is participating in the winter energy assistance program, disconnection may not occur between Nov. 1 and April 1.
6. If the head of household is a deployed military service member, disconnection may not occur during the deployment or within 90 days of the end of the deployment.
7. The utility may not disconnect a residential customer unless the utility has offered the customer an opportunity to enter into a reasonable payment arrangement.

