



Customer Service Policy

Effective January 1, 2026

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APPLICATION FOR SERVICE

Application for service shall be filled out at the Waverly Utilities (Utility) billing office at 1002 Adams Parkway where a valid government issued photo ID is required. 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 bill or deposit. As soon as practical after the approval of the application, the Utility shall supply service to the applicant in accordance with the rules and at a rate established by the Utility for the applicant's appropriate class of service. The first payment made on the service indicates acceptance of service requirements.

Current customers with twelve or more months of good payment history (including one automatic forgiveness of a late payment) may start new services or transfer services via our customer service email, customerserv@waverlyutilities.com.

All billings, notices, and other correspondence will be addressed to the primary account holder. However, all persons listed on the account may pay on the account and obtain information regarding the account via telephone, email, or by visiting the Utility's office. All residents listed on the account receive the benefit of Utility's services and may be held jointly and severally responsible for all account obligations.

If the Utility has reason to believe that the current account holder is no longer living at the address on the account the Utility may contact them for verification. If the new account holder is unwilling to take over service and doesn't stop by the Utility within five business days of the notice from the current account holder to put services in their name the account will be posted and disconnected until the appropriate application and deposits (if applicable) have been paid. These procedures will be followed to ensure that a customer who is no longer receiving the benefit of the services will not be responsible for the balance owing on the account.

Service Connections

The Utility, may, upon reasonable notice by a customer, make service connections per customer request. The customer shall be required to pay a fee for such service in an amount to be determined by the Board of Trustees.

CUSTOMER DEPOSITS

A deposit intended to guarantee payment of bills for service may be required prior to approval of the service application. In any case where a deposit has been refunded or is found to be inadequate, a new or additional deposit may be required upon twelve days written notice of the need for such deposit.

Credit Criteria for Initial Deposits

The requirements of an initial deposit shall be determined by application of the following criteria:

1. No initial service deposit shall be required of an applicant:
 - a. whose twelve most recent bills from the Utility were timely paid (including one automatic forgiveness of a late payment).

- b. whose new service is subject to the same rate classification as that for which the payment history was established. Reasonable proof of a letter of credit for recent payment history for similar service from another Utility may be accepted by the Utility.
2. An initial service deposit not exceeding the highest monthly billing for service during the previous twelve-month period (excluding the final bill for the previous tenant or any exceptionally high bills due to an unforeseen issue) shall be required of an applicant for services that do not meet the credit criteria above.
3. Service deposits for new construction residential homes or homes vacant more than 12 consecutive months shall be set at a rate of \$150. New construction for commercial locations will be based on the average usage for comparable businesses.
4. Monthly payments must be paid online or sent in time to reach the Utility by the due date of the deposit to be considered paid timely. Any payments that do not reach the Utility during normal business hours will be process the following business day and will be considered late.

Credit Criteria for New or Additional Deposits

A new or additional deposit may be required 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 monthly billing for service during the previous twelve-month period and shall apply to customers who, in a twelve-month period: receive two posted notices of disconnection for reasons of non-payment of a bill or deposit; or, present two checks that are returned for insufficient funds.

Deposit Calculation Criteria

Calculating customer deposits will be based on the maximum estimated charge for a billing period. The amount shall be determined from the highest monthly billing of the previous twelve-month period (excluding the final bill for the previous tenant).

Interest on Deposits

Effective January 1, 2026, interest will no longer be paid on new deposits. Interest will continue to be paid on existing deposits made before January 1, 2026, from the date of deposit to the date of refund or the due date of any bill to which the deposit is applied. The date of refund is the date on which the refund or notice of refund is forwarded to the customer's last known address.

Record of Deposits

The Utility shall maintain a record of all deposits. The Utility will have a standardized receipt for acknowledging the deposit.

Refund of Deposit

A deposit shall be refunded after twelve consecutive months of prompt payment (which may be eleven timely payments and one automatic forgiveness of late payment). For refund purposes, the account shall be reviewed for prompt payment after twelve months of service following the

making of the deposit and for each twelve-month interval terminating on the anniversary of the deposit. Upon termination of service, the deposit plus accumulated interest (if applicable), less any unpaid Utility bill of the customer, shall be reimbursed to the person who made the deposit.

Unclaimed Deposits

The record of each unclaimed deposit shall be maintained for a period of two years from the date service is terminated. During that period, the Utility shall make a reasonable effort to return the deposit. Unclaimed deposits, together with accrued interest if applicable, shall be credited to an appropriate Utility account. Deposits remaining unclaimed two years after termination of service will be transferred to the state in accordance with Chapter 556, Code of Iowa.

BILLING INFORMATION

Customers shall be billed on a monthly basis according to the appropriate rate schedules. In addition, the bill may include charges for other items purchased from the Utility during the billing period.

Billing Form

The following information shall be included on the billing form or made available to the customer at the Utility's billing 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.
- A distinct marking to identify a late payment penalty charge.
- 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.
- A detailed listing of all services provided to the customer, including applicable taxes, franchise fees and other charges required by the Utility or other regulatory authority.
- The account balance brought forward and amount of each net charge, and total amount currently due.
- The last date for timely payment shall be clearly shown and shall be not less than twenty days after the bill is rendered.

Bill Payment Terms

A bill shall be due and payable when rendered and shall be considered delinquent after 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 a late payment penalty of 1.5% per month of the last 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 penalty in each calendar year. The customer shall be informed of the use of the automatic forgiveness by phone or in person, by posting to the next bill, or by separate mailing.

A credit balance of \$5 or greater on a final billed account will be refunded to the individual or business that made the payment on the account causing the credit balance.

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 pro rata between the bill for municipal utility services and related taxes.

Where Payable

Bills shall be paid by mail, by ACH through the Utility's Auto Pay program, the Utility's online payment provider (debit/credit card, Venmo, or PayPal), by deposit in a designated receptacle, or in person at the Utility's billing office.

Cash payments must be made in person. Payment in coins will not be accepted. Cash placed in the drop box will not be posted to customer accounts until verified in person.

Budget Billing

All residential customers may select budget billing. Other customers may select budget billing with the consent of the Utility. The plan shall:

- Be offered when the customer initially requests service.
- Provide for entry into the level payment plan at any time during the calendar year.
- Have budget billing payments equal to the sum of estimated charges provided by the number of standard billing intervals, all for the next twelve consecutive months.
- Allow for adjustment to the budget billing amount as needed. The billing department will true-up once a year to bring all accounts in balance. Unpaid balances remaining when level payment amount is adjusted will be added to the estimated charges in determining the adjusted budget billing payment amount. Unpaid budget billing payments shall not be carried forward.
- Have the budget billing amount computed at the time of entry into the plan. It may be recomputed during the annual budget true-up period for all budget customers, when requested by the customer, or whenever price or consumption, alone or in combination, result in a new estimate differing by ten percent or more from that in use. When a customer's budget billing is recomputed, the customer shall be notified of the revised payment amount and the reason for the change. The notice shall accompany the bill prior to the bill affected or by separate mailing of the revised payment amount.
- Provide that the account be balanced upon termination of service or withdrawal from the plan.
- Regardless of account balance, provide that a delinquent bill payment shall subject the customer to a late payment penalty on the budget billing amount and to other procedures for collection and termination of service.
- If a customer fails to timely pay their current budget billing, they will be removed from the budget billing plan.

Reasonable Agreement to Pay

An electric residential customer who is about to be disconnected due to inability to pay in full may be offered the opportunity to enter into a reasonable agreement to pay in accordance with applicable rules of the Utilities Division of the Iowa Department of Commerce. (Example - Exhibit 3). Payment arrangements must be made by the account holder at Waverly Utilities billing office, over the phone or via our customer service email, customerserv@waverlyutilities.com. A valid government issued ID is required. If arrangements are made via phone or email, a written copy reflecting the terms will be provided to the customer within three days. Special payment arrangements are not available for telecommunications services. Only one payment arrangement is allowed at any time.

Customers Not in Default of a Previous Payment Agreement

For customers who have received a disconnection notice, a payment agreement of 12 equal monthly payments in specific amounts at scheduled times in addition to remaining current on new bills will be offered.

Second Payment Agreements

Second payment agreements will be offered to customers who have made at least two consecutive full payments under the first payment agreement. The second payment agreement shall be for the same term or shorter than the first payment agreement. The customer shall pay for current service in addition to the monthly payments required in the second payment agreement and will be required to make the first payment up-front as a condition of entering into the second payment agreement. Once the customer has made 12 timely payments or fulfilled the original arrangement, they are eligible for a new payment agreement.

Customer Counter-Offer

The Utility will review in good faith any payment agreement counter-offer by the defaulted customer. If the customer's offer is not acceptable, the Utility must provide oral notice and written notice of the Utility's refusal of the customer's offer within three days of oral refusal. The written refusal must state the reasons for refusal. Written notice of refusal is considered rendered on the day it is mailed to the customer's last known address, or on the day it is hand delivered to the customer.

Customer Charge

The customer charge provided for in the rate schedule for each class of service will apply to any billing period during which the service remains connected even if there is zero usage during the month.

Customer Requested Disconnections

The Utility may, upon reasonable notice by a customer, make disconnections per the customer request. The customer shall be required to pay a fee for such service in an amount to be determined by the Board of Trustees.

Service Calls

The customer shall be billed for the cost of services not the responsibility of the Utility, as follows:

- For a service call where the trouble is found to be on the customer's equipment, the customer shall be billed in accordance with terms and conditions established by the Board of Trustees.
- For a service call requesting the relocation of facilities belonging to the Utility, the customer shall be billed in accordance with terms and conditions established by the Board of Trustees. An advance deposit equal to the total estimated cost may be required where the estimate exceeds one hundred dollars.
- 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 in accordance with terms and conditions established by the Board of Trustees. The Utility shall be given notice of the move at least 14 business days in advance and shall be consulted regarding the route of the move. An advance deposit or cash bond may be required to cover estimated costs.

Customer Requested Meter Tests

The Utility will periodically inspect and test meters in accordance with accepted engineering practice. In addition to regular testing, the customer may request a meter test, providing that such tests need not be made more frequently than once each twelve months. 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. If the meter is within the allowable tolerance, the customer shall be billed for the cost of the test in an amount established by the Board of Trustees.

Adjustment of Bill for Meter Error

Whenever a meter is found to have an average error exceeding the allowable tolerance by more than 2.0 percent, or in the case of a demand meter, by more than 1.5 percent, 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 for which the Utility will adjust, refund, or credit the customer's bill shall not exceed five years unless approved by the Board of Trustees. If the date the error began cannot be determined, it shall be assumed the error has existed for the shortest time period calculated, one-half the time since the meter was installed or one-half the time elapsed since the last meter test. When the adjustment is due to meter "creep" it shall be assumed that creeping affected meter registration 25 percent of the adjustment period. The adjustment period for slow meters shall not exceed five years without the approval of the Board of Trustees. The maximum bill amount shall not exceed the billing for like charges in the twelve months preceding discovery of the error without approval of the Board of Trustees. When a meter is found not to register, the Utility shall issue an estimated bill.

A 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.

This section shall not be construed to require a cash refund to a current customer in an amount less than \$5.00 nor a refund or back-billing to a previous customer in an amount less than \$10.00. The Utility further reserves the rights to forego back-billing procedures that it determines are not cost effective.

Adjustment of Bill for Accidental Wastage of Electricity

When a customer provides reasonable evidence to the Utility that an accidental ground has existed on the customer's equipment, the Utility shall estimate the normal usage for each billing period during which the ground is reasonably believed to have existed, not to exceed two months. The bill for each such period shall be recomputed, treating the amount of above-normal energy consumption as "lost energy". Lost energy shall be billed at the lowest rate on the customer's rate schedule and the total difference will be credited to the customer's account.

Refunds

Credit balances on closed accounts will be refunded to the party who made the payment creating the credit balance.

Returned Checks

A service charge in an amount established by the Board of Trustees shall be assessed to any customer whose check, automatic bank debit, or similar financial instrument is returned unpaid by the customer's financial institution. 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 are rejected within a 12-month period, the Utility may require future payments to be in cash, cashier's check, money order, or credit/debit card.

Bankruptcy

If the Utility is notified a customer has filed bankruptcy, the Utility will move to follow the federal court of law.

Collections

The Utility utilizes a third-party collection agency on customer accounts which are proven to be delinquent. The Utility participates in the State of Iowa Setoff Program and will pursue any funds made available via tax or vendor match.

DISCONNECTION & DENIAL OF SERVICE

Access to Meter

The Utility reserves the right to disconnect or deny service to any customer who does not provide timely access to a meter for meter reading or maintenance and in accordance with applicable rules of the Utilities Division of the Iowa Department of Commerce.

A reconnection fee in an amount established by the Board of Trustees shall be applicable when service has been disconnected pursuant to this section.

Personal or Telephone Contact

Personal or telephone contact must be attempted prior to disconnection. The Utility will keep a record of attempts and failures with respect to day and time each call is made, name of party talked to, summary of conversation. Commence contact attempts prior to posting of the 24- or 48-hour notice. Customer Rights and Responsibilities (Example – Exhibit 4) are included with the original bill and service will be disconnected in accordance with the terms of the notice. If the customer claims non-receipt, the customer may come to the office during normal business hours to obtain a copy any time prior to disconnection and will be advised of the scheduled disconnection date.

Landlord Notification

During the winter moratorium, if the Utility has reason to believe that the residential customer is a renter the Landlord (if known) will be notified of the upcoming disconnection. It is then up to the Landlord to determine if they would like services put back in their name to avoid disconnection.

When a renter provides the Utility a notice of disconnection for services the services shall automatically transfer back to the Landlord beginning on the date of vacancy of the renter.

Posting of Disconnect Notices

Whenever a customer is found to require a 24- or 48-hour disconnection notice posted to their door, the customer will be required to pay a fee for such service in an amount established by the Board of Trustees.

To disconnect electricity services after default of a payment agreement outside the winter moratorium period, the Utility need only post 24- or 48-hour notices if personal or telephone contact fails. During the winter moratorium, the Utility must post 24- or 48- hour disconnect notices whether or not personal or telephone contact is made. See example under Exhibit 5.

Disconnection on holidays or weekends

Unless a dangerous condition exists, or the customer requests disconnection, service shall not be disconnected on holidays or weekends, or the day immediately preceding a holiday or weekend unless WU personnel are available those days to take payments and reconnect service.

20 Degree Rule

According to Iowa Utilities Commission 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 that 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 because of the National Weather Service forecast, the Utility may immediately proceed with the appropriate disconnection procedures, without further notice, when the temperature in

the area in which the residence is located rises above 20 degrees. Disconnection will not occur if the customer has paid the past due amount or is entitled to postponement for disconnection under another provision in this policy.

LIHEAP Customers and the Winter Moratorium

During the winter moratorium beginning November 1st and ending April 1st, customers who have qualified for LIHEAP assistance, whether or not they are in default of a payment agreement, are immune from disconnection of service. LIHEAP protection attaches to the person, not the place. A LIHEAP qualified customer can move during the winter moratorium to a new service location without having to pay the account at the old place in full and without having to post a deposit.

Denial of Service to the Same Customer in Default at a New Service Location

If a delinquent amount is owed by a customer for a Utility service associated with a prior property or premises, the Utility, may 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.

Forecast Heat Index of 100 Degrees

Electricity customers at the Utility's discretion may not be disconnected if the heat index is, or is forecasted to be 100 degrees or above in the next 24 hours.

Military Member Disconnect Law

Senate File 2297 prohibits a public utility from disconnecting service to a residence in which one of the heads of household is a service member deployed for military service. The prohibition is to take place from the date of the deployment to 90 days after the end of the deployment. The utilities must be notified of the deployment.

CUSTOMER COMPLAINTS

Customers may 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 Board of Trustees.

Complaints involving policies or actions of the Utility that are regulated by the Utilities Division of the Iowa Department of Commerce may also be filed with the agency in accordance with applicable regulations.

Hearing Procedures

- A representative of the billing department for Waverly Utilities shall be available to participate in the hearing as well as the customer.
- The hearing should be informal.
- A tape recording or detailed notes should be kept by the Secretary of the Board of Trustees
- The customer and the Utility representative should each be allowed to speak, present documents, and even present witnesses who may have relevant information.

- All documents presented should be copied and the originals returned to the party presenting the document.
- At the conclusion of the hearing, the Board of Trustees should announce their decision and notify the parties of their decision, the reasons supporting it, and submit their decision in writing to both parties. If circumstances warrant, the Board of Trustees may (but is not required to) delay disconnection and continue the hearing to a specified day and time of day to allow additional investigation or seek legal advice from the city or Utility attorney. Upon resumption of the hearing, the Board of Trustees should disclose the results of any additional investigation and report the nature of any legal advice received, give both parties an opportunity to respond, consider such responses, announce their decision and notify the parties of their decision, the reasons supporting it, and submit their decision in writing to both parties.

CHARGES FOR SERVICES

Service Connection

A charge of \$50 shall apply to all electric service connections made during normal business hours (notification must be made by 2:00 PM). A charge of \$200 shall apply whenever an electric service connection is required after normal business hours of the Utility. Examples include: new customers, rewiring, remodeling, construction, seasonal turn-ons, realtor showing homes, siding, etc.

Interest on Customer Deposits

Interest at the rate of 1.5% percent per annum shall be paid on customer deposits made prior to January 1, 2026. No interest will be given to customer deposits made after January 1, 2026.

Customer Requested Disconnection

Charges for a customer requested disconnection shall be as follows:

- A charge of \$50 shall apply to all electric service disconnections made during normal business hours (notification must be made by 2:00 PM). A charge of \$200 shall apply whenever an electric service disconnection is required after normal business hours of the Utility. Examples include: new customers, rewiring, remodeling, construction, seasonal turn-ons, realtor showing homes, siding, etc.
- The monthly service charge shall apply when the period of disconnection includes a billing period for which no energy is assessed.
- The Utility may, at its discretion, waive the disconnect fee during emergency situations or for safety reasons.
- The Utility will not charge to disconnect/remove a meter for a property being demolished with no plans to rebuild.
- The service disconnection fee will not apply for properties that are defaulting back to the lender and the lender does not wish to have the utilities transferred into the lenders name. Disconnections must be done between the hours of 8 AM and 2 PM. A confirmation notice from the lender must be received by the Utility confirming they do not want to retain any utility services for the property being disconnected.

Service Calls

When a service call is made and the trouble is found to be on the customer's side of the meter, the customer will be charged for the cost of labor, equipment, and materials, and administrative costs in accordance with the standard charge out rates for operations applicable at the time the work is performed.

Customer Requested Meter Tests

A charge of \$50.00 shall apply to customer requested residential electric meter tests, where the meter is found to be within the allowable tolerance. Customers requesting commercial electric meter tests will be charged for the direct cost of such tests, where the meter is found to be within the allowable tolerance.

Returned Payment Charge

A service charge of \$35.00 shall apply to each check or ACH returned unpaid by the bank on which it was drawn.

Electric Posting Disconnect Notices

A charge of \$50.00 shall apply to each 24- or 48-hour disconnection notice posted on a customer's door.

Electric Reconnection Fee for Disconnection or Denial of Service

When electric service is disconnected because of an act or omission by the customer or because of nonpayment of a bill or deposit, the customer shall be required to pay a reconnection charge of \$50.00 between 8:00 AM and 2:00 PM Monday through Friday. A charge of \$200.00 shall apply whenever reconnection is required between 2:01 PM and 7:59 AM Monday through Friday and all-day Saturday and Sunday.

Telecom Reconnection Fee for Disconnection or Denial of Service

When telecom service is disconnected because of an act or omission by the customer or because of nonpayment of a bill or deposit, the customer shall be required to pay a reconnection charge of \$35.00. If Telecom payments are received between 8:00 a.m. and 2:00 p.m., the service will be reconnected the same day.

Exhibit 1 – Example of Special Payment Arrangement



Customer Name
Address
City, State Zip

Date:
Account Number:
Phone Number:

Customer Name is in default on the bills for utility services provided by Waverly Utilities and the delinquent amount, as of the date of this agreement is \$XXX.XX.

Customer Name is unable to pay all charges owed to Waverly Utilities but has agreed to pay the amount owed in regular installments over a period of time and Waverly Utilities has agreed to continue utility service so long as Customer Name makes payments as provided by this agreement.

The **delinquent amount** of \$XXX.XX **plus current bill** will be paid on the dates and in the installment, amounts shown below:

<u>Bill Due Date</u>	<u>Agreed Amount</u>
01/05/2020	\$XXX.XX
02/05/2020	\$XXX.XX
03/05/2020	\$XXX.XX
04/05/2020	\$XXX.XX
05/05/2020	\$XXX.XX

Customer Name is aware that he/she has the option of making payments on the delinquent amount plus the current bill in equal installments over the agreed time period (not to exceed 12 months) and payments are to be made on the dates indicated in this agreement. **Services may be disconnected within two days after a default on this agreement.** To obtain service again, the total amount due and a reconnect fee must be paid. By signing this agreement, you agree to the conditions listed above.

Waverly Utilities Representative

Customer Signature

Exhibit 2 – Example of Customer Rights & Responsibilities

CUSTOMER RIGHTS AND RESPONSIBILITIES TO AVOID SHUTOFF 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. Contact the local community action agency - North East Iowa Community Action, 117 W Bremer Ave, 319-352-4532 or
- b. 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. To prevent disconnection, you must contact the utility prior to disconnection of your service.
- c. To avoid disconnection, you must apply for energy assistance 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.
- d. Being certified eligible for energy assistance will prevent your service from being disconnected from November 1 through April 1.

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

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 Commission 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. 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 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 Commission toll-free at 877.565.4450. You may also write the Iowa Utilities Commission 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 800.532.1275.

Rev. 9/18/2018

Exhibit 3 – Example of Posting Notice

Dear Utility Customer:

This notice is being hand delivered to your service address to let you know that we will be disconnecting your electric service soon unless your bill is paid in full. You must contact us and make your payment or your electric service will be shut off on _____:

There is a procedure for extending your due date providing you complete the agreement forms at the Waverly Utilities office **before your service is disconnected**. The rights and remedies available to you prior to disconnection are:

No disconnection can be made on a weekend or holiday unless the utility is prepared to reconnect the same day.

Postponement of disconnection will occur for at least 30 days if any permanent resident of the household subject to disconnection has a health problem that would be adversely affected by the disconnection.

Postponement of disconnection will occur for at least 30 days if the customer is experiencing financial difficulty and agrees to negotiate a payment plan for past due amounts owed to Waverly Utilities.

Postponement of disconnection will occur for at least 45 days if the customer disputes the amount of the bill.

Postponement of the disconnection will occur for at least 30 days to allow those eligible for winter energy assistance funds to obtain such assistance.

Customers who complete a payment agreement form at the Waverly Utilities office will have disconnection postponed for the term of the payment agreement. If a customer defaults on such a payment agreement, service will be cut off immediately without further notice when temperatures are forecast above 20 degrees F for the following 24-hour period.

If your service is disconnected on _____ it will not be reconnected until your bill is paid in full and a reconnect charge is paid. Reconnect charges are:

\$50.00 for reconnection between 8:00 AM and 2:00 PM

Monday through Friday

\$200.00 for reconnection between 2:01 PM and 7:59 AM

Monday through Friday

All day Saturday and Sunday

Please call us at 319-559-2000 if you have questions.

Sincerely,

Waverly Utilities