



Cedar Falls Utilities

Customer Service Policy  
November, 2009

Customer Services Policy  
Table of Contents

<b><u>Section 1 Application for Service</u></b> .....	1
Customer Deposits .....	1
Credit Criteria for Initial Service Deposits.....	1
Criteria for Additional Deposits .....	1
Interest on Deposits .....	1
Deposit Receipts .....	2
Record of Deposits .....	2
Deposit Refunds .....	2
Unclaimed Deposits .....	2
<b><u>Section 2 Billing Information</u></b> .....	2
Billing Form .....	3
Bill Payment Terms .....	3
Partial Payments .....	3
Returned Checks and Automatic Clearing House (ACH) Rejects .....	3
Budget Payment Plan .....	4
Reasonable Payment Agreement .....	4
Second Reasonable Payment Agreement .....	5
Minimum Bill .....	5
Adjustments of Bills after Issuance .....	5
<b><u>Section 3 Disconnections, Denials and Reconnections</u></b> .....	5
Disconnection or Denial of Service for Reasons Other than Non-Payment or Deposit...	
Customer Initiated (Voluntary) .....	5
Temporary Disconnects & Reconnects – Meter (Voluntary) .....	5
Temporary Disconnects & Reconnects – Service Drop (Voluntary) .....	5
Permanent Disconnects (Voluntary) .....	6
Utility Initiated (Involuntary).....	6
Just Cause for Discontinuance or Denial (Involuntary) .....	6
Written Notice – Disconnection or Denial for Just Cause (Involuntary) .....	6
Disconnection and Reconnection Fee (Other than Non-Payment) .....	6
Non-payment of Bill or Deposit - Discontinuance or Denial .....	7
Procedures for Discontinuance for Non-payment.....	7
Reasonable Attempt .....	7
Written Notice.....	7
Personal Contact .....	7
Multi-Occupancy Premises .....	7
Landlord Notification .....	7
Avoiding Disconnection – Residential Customers with Financial Difficulty .....	7
Postponement of Discontinuance for Reasons of Customer’s Health.....	8
Twelve Day Notification - Disputed Bill.....	8
Avoiding Disconnection – Disputed Bill.....	8
Abnormal Electric Consumption.....	8
Winter Disconnect Moratorium.....	9
Insufficient Reasons for Denying Service .....	9
Time of Discontinuance for Non-payment.....	9
Reconnection Fee for Non-payment .....	10

<u><i>Section 4 Service Calls</i></u> .....	10
Service Calls.....	10
Non-Charged Service Calls – Underground Facilities Locating .....	10
<u><i>Section 5 Customer Obligations</i></u> .....	10
Notice by Customer to Terminate Service.....	10
Utility Equipment .....	10
Attachment of Equipment .....	11
Prohibited Equipment Installations.....	11
Damage or Loss of Utility Property .....	11
Customer’s Premises Subject to Utility Access .....	11
<u><i>Section 6 Customer Communications</i></u> .....	11
Utility Customer Service Representatives.....	11
Telephone Procedure .....	11
<u><i>Section 7 Complaint Procedure</i></u> .....	11
<u><i>Section 8 Utility Obligations for Customer Privacy</i></u> .....	12
Customer Information .....	12
Disclosure of Information .....	12
Information Inspection .....	13
<u><i>Section 9 Changes to Policies and Procedures</i></u> .....	13

## **Section 1 Application for Service**

Applicants for service may apply by contacting CFU's Customer Services office either by phone at (319) 268-5280 or in person at Utility Parkway. 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. CFU shall supply service to the applicant in accordance with this service policy and at a price schedule established by CFU 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 account holder, first & last name of other occupants
- Social Security Numbers Telephone Number
- Previous Address
- Employer and Business Telephone Number
- Name, Address and Telephone Number of a Relative (Emergency Contact)

### **Customer Deposits**

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

### **Credit Criteria for Initial Service Deposits**

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

- Past payment history with CFU is unsatisfactory.
- Applicant has no credit or unsatisfactory credit with another utility provider.
- Incomplete application.
- In lieu of Social Security number

The amount of an initial service deposit will be no more than the actual, or estimated, maximum charge for one month's service in the last 12 month period. A reasonable deposit may be required for a temporary or special occasion. If credit history is unsatisfactory, the total deposit may include the value of requested communication equipment.

### **Criteria for Additional Deposits**

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 amount of a new or additional customer deposit will be no more than the actual, or estimated, maximum charge for one month's service in the last 12 month period. If the account's credit becomes unsatisfactory, based on the criteria listed below, the total deposit may include the value of communication equipment on the account.

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

- Customer has received two disconnect notices or NSF checks or ACH Reject notices, or a combination of any two, in the last 12 month period. If the customer has had service less than 12 months the number of notices will be prorated.
- Diversion of services or fraud.

### **Interest on Deposits**

Interest at a rate determined by CFU's Board of Trustees will be paid on deposits from the date of deposit to the date of refund or the billing date of any bill to which the deposit is applied. The interest rate will be

the rate that is in effect at the time of the refund or the application of the deposit to the customer's account. The date of refund is the date on which the refund or the notice of deposit refund is forwarded to the depositor's last known address. *[Revised 12/14/05 Resolution #4084]*

### **Deposit Receipts**

CFU 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**

CFU 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 (which includes 11 timely payments and one automatically forgiven late payment). This time may be extended when CFU has reason to believe that continued retention of the deposit is required to insure the payment for future billings for services. The records of a customer not eligible for a deposit refund on the first deposit anniversary date will be reviewed on subsequent anniversary dates to determine refund eligibility. Upon termination of service, the deposit and accrued interest (if any) less any unpaid billing shall be reimbursed to the account holder (unless deposit was paid by an agency, in which case the agency would receive the refund) if the remaining deposit balance is greater than \$5.00.

### **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, CFU will make a reasonable effort to return the deposit. Unclaimed deposits and accrued interest shall be credited to an appropriate Utility account. Deposits remaining unclaimed one year after termination of service will be transferred to the State Treasurer in accordance with Chapter 556.11, Code of Iowa.

## **Section 2 Billing Information**

CFU shall read the meters at monthly intervals on dates designated by CFU. The consumer will be permitted to supply the meter readings on a card supplied by CFU, but the meter must be read at least once every year by CFU. Whenever CFU is unable to read the meter or a card with the reading is not returned from the consumer, 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 metered service received during the billing period. In addition, the bill will include charges for applicable fuel and purchased power adjustments (Energy Adjustment Clause).

Charges for communications services start within 24 hours after service is activated. The billing period for communications will coincide with the period that other services, including electric, natural gas, and/or water services, are provided during each billing month. Charges for all communications services will be included in the monthly utility statement that includes all other monthly billings from CFU.

Billings for any period that is less than 80% or more than 120% of a 30-day period will be prorated on a daily basis.

### **Billing Form**

The following information will be included on the billing form or made available to the customer at CFU's customer services 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.
- The account balance brought forward and amount of each charge for rate-schedule-priced Utility service, sales tax, 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 (Energy Adjustment Clause) and amount of sales tax 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 CFU or any regulatory authority.
- The account balances brought forward, the amount of each net charge, and the total amount currently due.

### **Bill Payment Terms**

Billings will be due and payable when rendered and will be considered past-due after twenty days from the time it is rendered. 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 one-time 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. The customer will be informed of the use of this one-time forgiveness on their late payment reminder notice.

All over payment of final billings over \$5.00 will be refunded to the account holder.

Bills shall be paid by mail, by direct payment at CFU Customer Service Office, by phone via a credit card transaction, by direct deposit through a bank or credit union, or by depositing the payment in the designated receptacles in the City of Cedar Falls.

Failure to receive a properly rendered bill shall not entitle the customer 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 bill distribution guidelines in effect.

### **Returned Checks and Automatic Clearing House (ACH) Rejects**

A service charge in the 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. 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 dishonored or ACH

payments rejected within a six-month period, CFU may require future payments to be in cash, cashiers check, or money order.

### **Budget Payment Plan**

All residential customer (or customers whose consumption is less than 3,000 kWh per month and/or less than 250 CCFs per month) may select a level payment plan referred to as a budget plan. The plan shall:

- Be offered when a customer initially requests service.
- Provide for entry into the budget plan any time during the calendar year. The month of entry shall be that customer's anniversary month.
- Have budget payment equal to the sum of estimated charges divided by the number of standard billing intervals, all for the next twelve consecutive months.
- Carry forward any account balance on the anniversary of the plan which shall be added to the estimated charges in determining the level payment amount for the next year.
- Have a budget amount computed at the time of the entry into the plan. It will be recomputed on each anniversary date. The budget plan will be reviewed at 3, 6, and 9 months; if running 10% over/under, the budget may be adjusted. When a customer's budget 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 by the revised payment amount.
- Provide that the account be balanced upon termination of service or withdrawal from the plan. If the account is in arrears at termination, the balance shall be due and payable. If a credit balance, the customer shall be allowed the option of obtaining a refund or applying the credit to future charges. CFU is not required to offer a customer a budget plan for six months after the customer has terminated from a budget plan
- Regardless of the account balance for a customer whose payment is delinquent, the budget plan shall be subject to the same collection and disconnection procedures as other accounts, with the late payment charge applied to the budget amount. If the account balance is a credit, the budget plan may be terminated by the utility after 30 days of delinquency.

### **Reasonable Payment Agreement**

A residential customer disconnected or about to be disconnected who is unable to pay the delinquent bill in full will be offered an opportunity to enter into a reasonable agreement to pay that bill unless the customer is in default upon an agreement and not eligible for another payment agreement.

CFU may consider prior defaults on similar agreements in determining the reasonableness of a payment agreement.

CFU may require the customer to provide confirmation of financial difficulty such as an acknowledgement from the Department of Human Services or another agency. Reasonableness is to be determined by considering the current household income of the customer, the customer's ability to pay, the size of the bill, the customer's payment history, the amount of time and the reasons why the bill had been outstanding, and any special circumstances creating extreme hardships within the household.

The agreement may require the customer to bring the account to a current status by paying specific amounts at scheduled times. CFU shall offer customers the option of spreading payments evenly over at least a twelve month period.

If CFU intends to refuse a payment agreement offered by a customer, it must provide a written explanation to the customer within 30 days of mailing the initial disconnect notice. A customer may protest CFU's refusal of the offered agreement by making payment as provided for therein and by filing a written complaint, including a copy of CFU's refusal, with the IUB within 10 days after written refusal of the agreement by CFU.

## **Second Reasonable Payment Agreement**

If a customer has retained service from November 1 to April 1 but is in default of a payment agreement, CFU may offer the customer a second payment agreement that will divide the past-due amount into equal monthly payments with the final payment due the next October or if a customer has defaulted on their first payment agreement CFU may offer a second agreement equal to the term of the first, but not to exceed 12 months. CFU may also require the customer to enter into a level payment plan to pay the current bill.

The customer who has been in default of a payment arrangement from November 1<sup>st</sup> to April 1<sup>st</sup> may be required to pay current bills based on a budget estimate of the customer's actual usage weather-normalized during the prior twelve month period, or based on projected usage if historical usage data is not available.

A signed copy of the agreement shall be provided to the customer.

A reasonable agreement may be amended at the discretion of CFU upon request of the customer. Default of the agreement by the customer renders the customer subject to disconnection in accordance with proper procedures except that the twelve day notice provision does not apply.

## **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.

## **Adjustments of Bills after Issuance -- Determination of Adjustment**

Rules for adjustments due to metering or billing errors shall be in accordance with current IUB rules.

## **Section 3 Disconnections, Denials and Reconnections**

### **Disconnection or Denial of Service for Reasons Other Than Non-Payment or Deposit -- Customer Initiated (Voluntary)**

CFU reserves the right to refuse or disconnect service for any of the reasons listed below, subject to provisions of this section and other provisions of these service rules. Unless otherwise stated, the customer shall be given written notice prior to disconnection of service.

### **Temporary Disconnects & Reconnects – Meter (Voluntary)**

CFU 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.

### **Temporary Disconnects & Reconnects – Service Drop (Voluntary)**

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 service shall be inspected and approved by the City Electrical Inspector.
- The customer shall pay for disconnections and reconnections of the applicable rates for labor, equipment, and material.

- All amounts, due or past due, which the customer owes CFU shall have been paid in full.
- 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 (Voluntary)**

A customer requesting permanent disconnection shall provide a minimum notice time to CFU of one business day. With proper notification no charges shall be made for permanent disconnections.

### **Utility Initiated (Involuntary)**

#### **Just Cause for Discontinuance or Denial (Involuntary)**

CFU reserves the right to refuse or discontinue service for any reason listed below, subject to the provision of this section and other provisions of these service rules. Unless otherwise stated, the customer shall be given written notice at least 12 days prior to discontinuance of service and, in the event the customer has failed to comply with CFU, he or she shall be given at least 12 days from the written notification, to comply with the rules. Except for reasons given in the first four below, or disconnections at the customer's request, no service shall be discontinued unless CFU is prepared to reconnect the service within 24 hours. A reconnection fee shall be charged when the discontinuance results from an act or omission on the part of the customer.

Reasons for refusal or discontinuance of service are:

- Without notice in the event of a condition determined by CFU to be hazardous.
- Without notice in the event of customer use of equipment in such a manner as to adversely affect CFU's equipment or service to others.
- Without notice in the event of tampering with equipment furnished and owned by CFU.
- Without notice in the event of unauthorized use or resale of utility service.
- For violation of or noncompliance with Utility service rules.
- For failure of the customer or prospective customer to furnish service equipment, permits, certificates, or rights-of-way specified by CFU 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 by any contract filed with and subject to the regulatory authority of the utilities division.
- For failure of the customer to permit CFU reasonable access to its equipment.

#### **Written Notice – Disconnection or Denial for Just Cause (Involuntary)**

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, 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.

#### **Disconnection and Reconnection Fee (Other than Non-payment)**

For any disconnection or reconnection from a disconnection or denial of service pursuant to these service rules, the customer shall pay for disconnections and reconnections at the applicable rates for labor, equipment and material.

## **Non-payment of Bill or Deposit – Discontinuance or Denial**

CFU reserves the right to discontinue or deny service for non-payment of a bill or deposit, subject to provision of these service rules.

### **Procedures for Discontinuance for Non-payment**

#### **Reasonable Attempt**

CFU shall make a reasonable attempt to effect collection.

#### **Written Notice**

CFU 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 collect telephone number where a representative qualified to provide additional information about the disconnection can be reached. Each Utility representative shall provide their name to the caller, and have immediate access to current, detailed information concerning the customer's account and previous contacts with CFU.

#### **Personal Contact**

- When disconnecting service to a residence, CFU shall make a diligent attempt to contact, by telephone or in person, the individual or agency responsible for paying the bill to inform the customer of the pending disconnection and 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 24 hours prior to disconnection. A posting fee will be assessed to all accounts requiring a posting notice.

#### **Multi-Occupancy Premises**

If contact attempts are unsuccessful, and if CFU knows that the disconnection will affect occupants of residential units leased from the customer (either Commercial, Industrial or Residential), the premises of any building known by CFU 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.

#### **Landlord Notification**

In the cases of a residential customer, if attempted contact is unsuccessful, and CFU has reason to believe that the residential customer is a renter, the landlord, if known, shall be contacted to determine if the customer is still in occupancy, and if not, his present location. The landlord shall also be informed of the date when services may be disconnected.

#### **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 a reasonable payment arrangement.

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

Failure of a disconnected customer to pay the full amount due for past service if financial difficulty is confirmed and the customer is willing to enter into a reasonable agreement to pay the delinquent amount.

No disconnection may take place from November 1<sup>st</sup> through April 1<sup>st</sup> during the winter moratorium for a resident who is head of household and who has been certified to CFU by the local community action agency as being eligible for either the low income home energy assistance program or weatherization assistance program.

### **Postponement of Discontinuance for Reasons of Customer's Health**

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

At the request of CFU, the customer shall provide a verification of the especial 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 CFU within five days.

Verification shall postpone disconnection for 30 days; however the postponement may be extended by renewal 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 agreement for the retirement of the unpaid balance of the account within the first 30 days and keep the current amount paid during the period the unpaid balance is to be retired.

### **Twelve Day Notification (Disputed Bill)**

CFU 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 mailed, to dispute the reason for the disconnection, in accordance with the procedures described in the IUB's standard "Customer Rights and Remedies to Avoid Disconnection."

### **Avoiding Disconnection – Disputed Bill**

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

### **Abnormal Electric Consumption**

A customer who is subject to disconnection for non-payment of bill, and who has electric consumption which appears to the customer to be abnormally high, may request CFU to provide assistance in identifying the factors contributing to this usage pattern and to suggest remedial measures. CFU will provide such assistance

by discussing patterns of electric usage which may be readily identifiable, suggesting energy conservation information and financial assistance which may be available to the customer.

### **Winter Disconnect Moratorium**

During the period of November 1 to April 1 a customer's electric and/or gas services shall not be disconnected if the following occurs:

- The customer applies to the local community action agency prior to the disconnection date, and informs CFU of such action, either in person, or through the local community action agency for low income home energy assistance program or the weatherization assistance program. There shall be no disconnections of service 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 1<sup>st</sup>. 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 are in effect.
- During this time period, the customer which is certified as eligible is encouraged, but not required, to enter into a reasonable agreement to pay or a level payment plan in order to avoid disconnection after April 1<sup>st</sup>.

### **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 CFU.
- 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 CFU.
- Failure of a residential customer to pay a deposit during the period November 1 to April 1 for the location at which he or she has been receiving service.

### **Time of Discontinuance for Non-payment**

A discontinuance of residential service under this section shall at a minimum not take place on a weekend, a holiday or after 2:00 p.m. unless CFU is prepared to reconnect service the same day.

In the case of a customer who has entered into a reasonable payment agreement, 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 CFU has posted a disconnect notice but is precluded from disconnecting service because of National Weather Service forecast, CFU 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, unless the customer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision.

## **Reconnection Fee for Non-payment**

For any reconnection from a disconnection or denial of service pursuant to these rules, there shall be a reconnection service charge that is established by the Board of Trustees.

Before service is restored, all bills shall be paid and/or the customer shall make satisfactory payment arrangements at the Customer Services office of CFU.

## **Section 4 Service Calls**

### **Service Calls**

The customer will be billed for the cost of services not the responsibility of CFU, as follows:

- For a service call requesting the relocation of facilities belonging to CFU, 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 Utility 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. CFU shall be given 24-hour 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.

### **Non charged Service Calls – Underground Facilities Locating**

The customer shall not be billed for service calls or equipment which is the responsibility of CFU.

CFU will locate underground service facilities owned by CFU without charge. The request must be made at least two business days in advance and can be done so by calling Iowa One Call at 1-800-292-8989. Every effort to correctly locate the underground facilities will be made by CFU, but CFU can not guarantee its location nor be held liable.

## **Section 5 Customer Obligations**

Acceptance of service shall obligate a customer to the conditions imposed by the requirements of CFU, these service rules, the rules of the Iowa Utility Board (IUB) and, regulations of the City of Cedar Falls and the FCC.

### **Notice by Customer to Terminate Service**

A customer shall give CFU 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 Communications and Customer Services departments.

### **Utility Equipment**

Equipment owned by CFU, including, but not limited to, converters and modems may not be moved to a location or address other than the location or address where service was installed, without prior authorization from CFU.

Communication equipment must be returned to the Customer Services office within 2 working days of discontinuance of service, otherwise the customer will be billed for the equipment. When the customer returns the equipment operable and undamaged, a credit will be applied to their account.

### **Attachment of Equipment**

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

### **Prohibited Equipment Installations**

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

### **Damage or Loss of Utility Property**

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

### **Customer's Premises Subject to Utility Access**

Service by Cedar Falls Utilities requires access to equipment, facilities, meters and monitoring devices. The customer shall provide, without cost to CFU, right-of-way for the equipment or facilities of CFU over, across, under and upon the property owned or controlled by the customer as is necessary to supplying CFU service. Such right-of-way shall include both external right-of-way and internal access to premises. [REVISED 05/09/07 BY RESOLUTION NO. 4279]

## **Section 6 Customer Communications**

### **Utility Customer Service Representatives**

Utility Customer Service Representative charged with customer communication must give his or her first name to the customer, whether communication is in person or by telephone. The representative must have immediate access to current detailed information concerning the customer's account and previous contact with CFU and shall be properly qualified and instructed in the screening and prompt handling of complaints.

### **Telephone Procedure**

CFU's main telephone number (319) 266-1761 is attended continuously 24 hours a day, seven (7) days a week for the handling of problems or complaints of an emergency nature. Telephone number (319) 266-1761 or (319) 268-5280 is staffed during the business hours of Monday through Friday 7:30 a.m. to 5:30 p.m. to handle routine business questions and other communications.

## **Section 7 Complaint Procedure**

Initial contact by a customer regarding a complaint shall be made with the customer service representative of CFU. 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 CFU shall be investigated promptly and thoroughly. CFU shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions. Based on CFU staff judgement, customers may be asked to submit complaints in writing.

The complaint shall 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 Board of Trustees meeting for the ultimate resolution of the complaint by the Board of Trustees. A customer who is unable to travel need not appear before any CFU 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 CFU that are regulated by the IUB may also be filed with the IUB in accordance with applicable regulations.

## **Section 8 Utility Obligations for Customer Privacy**

### **Customer Information**

The collection of personally identifiable customer information shall be limited to name, social security number, service address, billing address, personal telephone numbers, business telephone numbers, emergency contact information, employer, CFU account number, bank account number, credit card number, installation information, billings, payments, deposit, complaint, service records, cable box and equipment records. CFU 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. CFU 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 CFU to market, provide, or audit communications services, to measure viewership and customer satisfaction, and to provide customers with information concerning communications related products. Information may be provided to contractors acting on behalf of CFU 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 Cedar Falls, Black Hawk County, State of Iowa and any subdivision: Disclosure of 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 subdivision will include County Assessor's office, Public Works, Sewage Plant, etc.

Bona fide law enforcement agencies and emergency responders: Disclosure of name, address, phone numbers, and emergency contacts, if requested. Bona fide means that CFU 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, inspection of personally identifiable customer information on their account shall be permitted during normal office hours. Customers shall have the right to correct any inaccurate information on their account.

## **Section 9 Changes to Policies and Procedures**

These policies and procedures are subject to amendment, modification or termination if required by applicable federal law, regulations of the FCC, or actions of CFU. CFU shall make available any changes to the approved policies and procedures contained in this document