

# Customer Service Policy



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# Customer Service Policy



## Section 1 Application for Service

Applicants for service may apply by contacting CFU's Customer Service office either by phone at (319) 268-5280, in person at Utility Parkway (photo I.D. required), or online at [www.cfu.net](http://www.cfu.net). 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 primary account holder
- Social Security Number and Telephone Number
- Previous Address
- Employer and Business Telephone Number
- Name, Address and Telephone Number of a Relative (Emergency Contact)
- Full name(s) and phone number(s) of other tenant(s) 18 years of age or older.

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 by calling, sending an email inquiry, or visiting CFU's office. All residents listed on the account receive the benefit of using CFU'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.

CFU's business practice is to leave utility services intact when service is transferred from one party to another. This means the party moving out may request service be placed back into the name of the landlord of record or to the party purchasing the home from the seller. The purchaser of the home is required to contact CFU and complete (or update) their application for service for the new address.

Customers may also have service registered to their name by a landlord or parent/legal guardian; however, it is always preferable that the primary account holder contact CFU directly when service is being established.

### **Name changes**

Name changes are done on an account when the main account holder is moving but one or more of the roommates are remaining at the residence. The roommate assuming responsibility for the account must contact CFU and provide any additional information needed to complete an updated application for service and to assume responsibility for current and future billings and any equipment associated with the account. If the new primary account holder or any new or existing roommates have obligations to meet with CFU as a condition of service, those obligations must be satisfied before the name change will occur.

If the new primary account holder and/or the remaining/new roommates are unwilling to take over service or don't contact CFU to do a name change within five business days of the notice from the current account holder, then the current account holder will be alerted and the customer service representative handling the account will place an order for final reads and notify the landlord.

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.

### **Customer Deposits**

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

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

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

- Primary account holder's past payment history with CFU is unsatisfactory (either as a primary account holder or occupant at a previous address)
- Payment history of any occupant listed on the account is unsatisfactory
- 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 where the residence for which service is being requested has been occupied. In cases of new residential construction without a service history, a \$250 security deposit will be required for utility services, with the communications deposit equal to the value of one month of the service package(s) the customer requests. 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 and/or two month's communications services. All security deposits must be paid in guaranteed funds. [Revised by Resolution No. 5195]

### **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 of occupancy. 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 and/or two month's communications services. [Revised by Resolution No. 5195]

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 any combination thereof, in the last 12 month period. If the customer has had service less than 12 months the number of notices will be prorated.
- If CFU 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**

Interest at a rate determined by CFU's Boards 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 date of refund is the date on which the deposit is refunded for prompt pay or the services have stopped for the account holder. 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 interest rate will be reviewed annually and will be based on the one-year U.S. Treasury's constant maturities rate as listed in the U.S. Treasury website, Federal Reserve Statistical Release for November 15 (or the following Monday if November 15 falls on a weekend). This will be reviewed by the Customer Service Manager, Finance Manager, and the Finance and Rates Coordinator, and confirmed by the Boards of Trustees. The new rate will go into effect on January 1 of the next year. [Revised by Resolution No. 5277]

### **Record of Deposits**

CFU will maintain a record of all deposits indicating:

- The amount and date of the deposit.
- Each transaction concerning the deposit (e.g. name change, partial refund, etc.).

### **Deposit Refunds**

Customer deposits will be reviewed 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 continue to be reviewed periodically 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 Refunds**

A record of each unclaimed refund 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 refunds shall be credited to an appropriate Utility account when applicable. Other refunds 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 provide the meter readings on a card supplied by CFU, by phone, or online, but customer read meters must be read at least once every year by CFU personnel. Whenever CFU is unable to read the meter or the customer does not supply the reads, 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 Cost Adjustment or Purchased Gas Adjustment).

Charges for communications services (FiberNet TV, FiberNet Data, FiberNet Phone, and any equipment) generally begin within 24 hours after service is activated. The billing period for communications services will generally coincide with the charges for other non-metered services, such as refuse, security lights, and so forth. The period for which metered services are billed, including electric, natural gas, water, and/or sewer services, are determined by the actual read dates. All services are presented on one monthly bill.

Billings for any period that is fewer than 24 days or greater than 36 days 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 Service 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 or Purchased Gas Adjustment) 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 street address or email 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 with a late payment reminder notice (“Friendly Reminder”).

A credit balance of \$5 or greater on a stopped account will be refunded to the primary account holder.

Bills shall be paid by mail, by direct payment at CFU’s Customer Service Office, by ACH, by phone/online via a credit/debit card transaction, by one-time web self-service payment with a checking or savings account, 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 forgiveness 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 and Automatic Clearing House (ACH) Rejects**

A service charge in the amount determined by the Boards of Trustees shall be assessed to any customer whose check is returned unpaid or Automatic Clearing House (ACH), or e-check payment is 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 returned or ACH or e-Check payments are rejected within a 12-month period, CFU may require future payments to be in cash, cashier’s check, money order, or credit/debit card.

### **Suspicion of Fraudulent Activity**

If at any time CFU has reason to believe payment on a bill was made via fraudulent methods, CFU reserves the right to enforce a cash only policy until any complaints or concerns are fully resolved. Customers who wish to regularly use a form of payment belonging to another individual will be notified that a letter of authorization will be sent to that individual asking their ongoing permission. Upon receipt of the signed authorization form, the account will be noted. If the individual granting that authorization wishes to change or revoke that permission, he or she is required to notify CFU

in person or in writing. CFU reserves the right to temporarily or permanently disable payments methods on accounts when fraudulent activity has taken place.

### **Budget Payment Plan**

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

- Be made available 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, taking into consideration any bill corrections, service problems, or planned rate changes that may have an appreciable impact on the monthly bill amount.
- 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; the budget may be adjusted up or down prior to the customer's anniversary month. 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, disconnection of service for non-payment or withdrawal from the plan. If the account is in arrears at termination, the balance shall be due and payable. If a credit balance exists, 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 voluntarily or involuntarily 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.
- The budget amount is based on a customer's regular monthly charges. Additional charges for special refuse collection, VOD, payment agreements, etc., are added on top of the monthly budget amount.

### **Extended Due Date**

A customer may request an extended due date; CFU reserves the right to require the customer's account to be current before putting an extended due date into effect. CFU has the ability to extend a customer's due date by two (2) billing cycles forward only. Any meters on the customer's account will continue to be read according to the meter route the customer lives in; the reads are held until the customer's cycle is billed. Non-metered services continue to be billed on a monthly basis, meaning when a customer requests an extended due date, non-metered services will be billed for an extra five (5) to ten (10) days on the first bill and then for a full month on each subsequent bill.

### **Reasonable Payment Agreement**

A residential customer disconnected or about to be disconnected who is unable to pay the delinquent bill in full may be offered an opportunity to enter into a reasonable (12-month) agreement to pay the electric and/or gas balances on the bill unless the customer is in default upon an agreement and not eligible for another payment agreement.

The agreement may require the customer to bring the other services on the bill to a zero balance or risk disconnection of those services. CFU shall offer customers the option of spreading payments evenly over a minimum of 12 months.

### **Second Reasonable Payment Agreement**

If a customer has defaulted on their first payment agreement, but has made a minimum of two consecutive payments on the first agreement, CFU may offer a second agreement equal to the term of the first, but not to exceed 12 months. CFU may require the customer to pay a portion of the defaulted payment agreement as a condition of a second payment agreement.

The customer who has been in default of a payment agreement from November 1 to April 1 may be required to pay the defaulted balance of the original payment agreement before being allowed a second payment agreement for the balance accumulated during the moratorium.

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

Default of a first payment agreement by the customer where two consecutive full payments have not been made, or of a second payment agreement at any point it is in effect, 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.

### **Water Leak Adjustments**

Residential customers that experience a water leak after the meter resulting in a high water bill that is \$75 or more than their next highest month's bill in previous 12 months, may request a one-time adjustment in their water utility bill. This may include leaks or usage associated with running toilets, burst pipes, etc. Leak adjustments are a one-time ever bill adjustment of 50% of the difference between their high water bill and the amount of their next highest month's bill from the prior 12 months. The "next highest month's bill" used in this calculation may be adjusted at CFU's discretion to account for seasonal variations such as irrigation or pool filling. A water leak adjustment may only be used once by a customer in their lifetime, this includes customers' roommates, family members, and others living in the same dwelling. The customer must provide a detailed description of how the leak or excessive usage occurred and be approved by Cedar Falls Utilities (CFU). CFU has the right to deny any request for an adjustment based on the results of the leak investigation performed by CFU.

Please note this is for the cost of water usage only. CFU assumes no responsibility for the leak or repairs. The water service line, in its entirety from the water main to the building is owned, maintained, and repaired by the property owner. The resident is expected/required to monitor and maintain their water using equipment to prevent potential costly water leaks and excess water usage.

## **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 Boards of Trustees, prior to the requested disconnection.

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

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

**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 to meet financial obligations and/or address any of the reasons listed below by making payment in full, and/or entering into a mutually agreeable payment agreement, and/or making other reparations as required. 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 (theft).
- 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 authority of the CFU Boards of Trustees.
- 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 and addressed to the mailing address on record. 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 published rates.

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

#### **Pay Per View/VOD**

Pay Per View (PPV/VOD) is available to cable subscribers who have equipment capable of ordering such content. The ordering limit per billing cycle is \$150.00. If a customer orders more than \$25.00 in content and receives a disconnect letter, the ordering privileges will be suspended until the account is paid to a \$0 balance; a letter will be sent to the customer advising them of suspended ordering privileges. If the pay history on the account results in a second suspension of ordering privileges within a twelve month period, the customer will be required to again pay the account to a \$0 balance and pay on time for twelve consecutive months before ordering privileges will be re-enabled.

#### **Personal Contact**

- Prior to 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. There will be a one-time forgiveness per year of the posting fee.
- Following the customer contact and/or 24-hour posting notice, if the customer has not met the obligations to maintain service, orders will be generated for disconnection. Once orders have been generated and given to the field technician to perform the work, the service is considered disconnected, whether or not the technician has physically cut the service, and all applicable fees apply in order to have the service restored.

#### **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. The notice will inform 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, the customer's present location. The landlord shall also be notified of the pending disconnection of services.

#### **Avoiding Disconnection – Residential Customers with Financial Difficulty**

A residential customer may avoid disconnection by paying his or her bill in full before the deadline, making a mutually agreeable arrangement for an extension within applicable deadlines, or by entering into a reasonable payment agreement.

In general, failure to comply with any of the options named above will subject the customer to disconnection without further notice.

If service is disconnected, and the customer is not eligible or is not interested in entering into a reasonable payment agreement, the service will remain off until all financial obligations are met.

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 permanent 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. 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 services, the customer may avoid disconnection by prompt payment of the undisputed portion of the bill and by filing a written 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 CFU is informed of such action by 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. 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.

### **Disbursement of Energy Assistance (LIHEAP) Funds**

CFU's practice is to apply Energy Assistance (EA) funds to the customer's heat source (gas or electric). EA funds may not be used to pay any other services on the customer's account. In circumstances where there is financial hardship or there is, in CFU's judgment, excess reserves in the customer's EA balance, customers with gas heat may be eligible for a one-time dispersal from their remaining EA funds to cover a past due and/or current electric balance. Budget customers who receive LIHEAP funds will have the budget amount for their heat source paid by LIHEAP funds until the funds run out.

### **Insufficient Reasons for Denying Service**

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

- Delinquency in payment for service by previous occupants 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.

According to Iowa Utilities Board (IUB) rules, 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. CFU uses a cutoff of 30 degrees Fahrenheit within a 24-hour period before disconnection would take place.

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 30 degrees, unless the customer has paid in full the past due amount or is entitled to postponement of disconnection under some other provision.

CFU follows the IUB rules regarding weather as a minimum practice. CFU 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 CFU. [Revised by Resolution No. 5195]

### **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 Boards of Trustees.

Before service is restored, all bills, fees, and applicable security deposits shall be paid in guaranteed funds and/or the customer shall make satisfactory payment arrangements with CFU.

### **Collection of Debt on Stopped Services**

CFU 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 for stopped services. Current and former customers who make an arrangement and follow the mutually agreed upon payment schedule will not have their debt turned over to a third-party collection agency.

Customers who fail to respond to CFU for an arrangement or who fail to follow-through on their arrangement will ultimately have their debt 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.

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

CFU participates in the State of Iowa Offset program and will pursue any funds made available via tax or vendor match.

### **Theft of Service**

Any bypass, tampering, diverting, or unauthorized metering/usage of CFU's services is prohibited. This includes receiving services for which the customer is not paying and has not reported to CFU. A person commits theft of service when engaged in any of the following activities: obtaining electricity, natural gas, water, FiberNet TV, FiberNet Data or

FiberNet Phone services 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.

CFU 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 of repair/replacement of any damaged utility equipment and any other costs incurred by CFU 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, CFU or the Cedar Falls 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), CFU reserves the right to press criminal charges as appropriate.

#### **Unauthorized use of service is dangerous**

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

### **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 811 or 1-800-292-8989. Every effort to correctly locate the underground facilities will be made by CFU, but CFU cannot 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 Utilities Board (IUB), regulations of the City of Cedar Falls, and the Federal Communications Commission (FCC).

**Notice by Customer to Terminate Service**

A customer shall give CFU at least one business day's 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, ONTs 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 Service office in order for the services to be stopped. If the customer is closing the entire account and moving off our lines, the communications services will be stopped and the customer will be billed for any unreturned equipment.

**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.

**Section 6 Customer Communications****Utility Customer Service Representatives**

A Utility Customer Service Representative charged with customer communication must give their first name to the customer, whether communication is in person or by telephone. The representative must have 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. The number (319) 268-5280 is staffed during normal CFU business hours Monday through Friday 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, the director, 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 judgment, 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 Boards 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 Boards of Trustees meeting for the ultimate resolution of the complaint by the Boards 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, CPNI/security pin, service address, billing address, personal telephone numbers, e-mail address(es), business telephone numbers, emergency contact information, employer, CFU account number, bank account number(as applicable), installation information, billings, payments, deposit, complaint, service records, cable box and equipment records. CFU shall take all reasonable precautions to prevent unauthorized access to this information in full compliance with the Fair and Accurate Credit Transactions Act of 2003, Federal Communications Commission (FCC) rules, and the Payment Card Industry Data Security Standards (PCI DSS).

### **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; however, 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 as needed 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: CFU provides billing services for the City of Cedar Falls for sewer, storm water and refuse. The City may make specific written requests for information pertaining to the billing for those services such as name, address, forwarding address or phone. The written request shall state the reason for requesting the information. Any other information will be provided only upon the receipt of a subpoena or court order (other information may include SSN).

Black Hawk County, State of Iowa and any subdivision or agency thereof: Disclosure of name, address and forwarding address only. Any other information will be provided only upon the receipt of a subpoena or court order (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, a customer may review their account information and inspect personally identifiable customer information during normal office hours. Customers have the right and the obligation to ensure the sign-up information on their account is accurate.

## **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, IUB, or actions of CFU. CFU shall make available any changes to the approved policies and procedures contained in this document.