

SPENCER MUNICIPAL COMMUNICATIONS UTILITY

SERVICES CATALOG  
TERMS AND CONDITIONS

LOCAL SERVICES RULES AND REGULATIONS

DECEMBER 2014

NOTE:

Any reference to “tariff” in this document is replaced by the term “catalog.”

Spencer Municipal Communications Utility  
Services Catalog – Terms and Conditions

Part I

\_\_\_\_\_ Revised

Sheet No.  1

EXPLANATION OF SYMBOLS

(C) – Change in regulation or condition

(D) – Discontinued treatment or regulation

(M) – Relocated without change

(N) – New treatment or regulation

(T) – Text change only

(Z) – Correction

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By: General Manager  
Spencer Municipal Communications Utility  
520 2<sup>nd</sup> Avenue East, Suite 1  
Spencer, IA 51301

Spencer Municipal Communications Utility  
Services Catalog – Terms and Conditions

Part I

\_\_\_\_\_ Revised Sheet No. 2

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Spencer Municipal Communications Utility  
520 2<sup>nd</sup> Avenue East, Suite 1  
Spencer, IA 51301

## RULES AND REGULATIONS

### A. APPLICATION

1. General
  - a. The Rules and Regulations specified herein apply to the local exchange services and facilities furnished by the Spencer Municipal Communications Utility hereinafter referred to as the Company. If the customers fail to observe these Rules and Regulations, the Company has the option to discontinue service after due notice of such failure.
  - b. The Company provides local exchange service in the Iowa exchange of Spencer.

### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities
  - a. The Company's obligation to furnish local exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.
2. Allowance for Failure of Service
  - a. The Company does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.
3. Adjustment of Charges
  - a. In the event of an adjustment of charges for over-billing by the Company, a refund or credit will be made of the full amount of excess charges for a period not to exceed five years. When the period or amount of the over-billing cannot be determined from available records, the maximum refund or credit will not exceed an estimated amount of such billing.
4. Directory Errors and Omissions
  - a. Claims for damages due to errors or omissions in directory listings will be limited to prorated charges for the customer service that is affected.
  - b. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing for the directory period in which the error or omission occurs.

## RULES AND REGULATIONS

### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

5. Transmitting Messages
  - a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in this Catalog.
6. Use of Connecting Company Lines
  - a. Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.
7. Defacement of Property
  - a. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customer's property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.
8. Customer Premises Equipment
  - a. The Company shall not be responsible for any loss or damage, nor for failure or impairment of service in connection with customer-provided facilities unless caused solely by the negligence of the Company. The Company's liability is limited to that provided in the General Rules and Regulations of the Catalog.
  - b. The telecommunications network is not represented as being adapted to the use of all customer premises equipment and the Company shall not be responsible for: (a) the through transmission of signals generated by the customer premises equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premises equipment or communications equipment.
  - c. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such equipment with the facilities of the Company.
  - d. The Company shall not be responsible to the customer if changes in criteria in this Catalog or changes in any of the facilities or operations or procedures of the Company render any customer premises equipment obsolete, or require modification or alteration of such equipment, or otherwise affect its use or performance. The Company reserves the right to change the standards of its equipment as the requirements of the telephone business may direct.

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## RULES AND REGULATIONS

### C. USE OF SERVICE AND FACILITIES

1. Use of Customer Service
  - a. Customer telephone service is furnished only for use by the customer, his/her family, employees or business associates, or persons residing in the customer's household.
2. Attachment or Connection of Customer Premises Equipment
  - a. Customer premises equipment may be used with the facilities furnished by the Company for telecommunication service, provided that such equipment will be connected, maintained and operated in a manner compatible with the Company's facilities and networks.
  - b. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer premises equipment.
  - c. To protect the network and services furnished to the public by the Company, the customer premises equipment must comply with all applicable minimum network protection criteria.
  - d. If customer premises equipment is used which is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the telecommunications network.
  - e. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such equipment. Failure of the customer to conform to this requirement may result in suspension of service.
  - f. The customer will be responsible to pay a service check charge for visits to his/her premises when the service difficulty is caused by the customer premises equipment.

### D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service
  - a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require an applicant to pay in advance an amount equal to one month's exchange rate. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) may be required in advance. The terms and conditions specified for such contracts are subject to these General Rules and Regulations for the exchange from which service is to be furnished. Any change in rules or regulations shall act as a modification of the contract to that extent, without further notice.

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**RULES AND REGULATIONS**

**D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)**

- 2. Telephone Numbers
  - a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business. When customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.
  
- 3. Alterations
  - a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
  
- 4. Payment for Service
  - a. The customer is required to pay all rates and charges for local exchange services and facilities.
  
- 5. Maintenance and Repairs
  - a. All expense of maintenance and repair of services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in this Catalog.
  
- 6. Information Service Access Blocking
  - a. The Company will block access to all 900 and 976 prefix numbers upon customer request, and without charge for the first block.

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Spencer Municipal Communications Utility  
520 2<sup>nd</sup> Avenue East, Suite 1  
Spencer, IA 51301

## RULES AND REGULATIONS

### E. TELEPHONE DIRECTORIES

1. Distribution and Publication
  - a. The Company will normally publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.
2. Directory Listings
  - a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

### F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit
  - a. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for telephone service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one of the following ways:
    - 1) By furnishing credit references acceptable to the Company.
    - 2) By means of a cash deposit.
2. Amount of Deposits
  - a. The amount of deposit required shall not be more than the maximum charge for two months local exchange service or as may reasonably be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase. Qualified low income applicants may apply for Lifeline Assistance.



## RULES AND REGULATIONS

### F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

2. Amount of Deposits (Continued)
  - b. A deposit may be made at any Company business office or authorized agent.
  - c. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
  - d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.
  
3. Deposits and Collection Practices
  - a. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills, nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.
  
4. Interest to be Paid on Deposits
  - a. Interest paid on deposits, compounded annually, shall be the percentage per annum specified in IAC 22.4(2)b. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent. (C)  
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5. Discontinuance of Service for Failure to Establish Credit
  - a. Service may be discontinued for failure to establish or maintain credit, as set forth in F.1. above, twelve days after the Company has mailed notice requiring the customer to do so.
  
6. Service Charge for Reconnection
  - a. Where service has been discontinued for failure to establish or maintain credit, as set forth in F.1. above, the applicable service charges shall apply.

## RULES AND REGULATIONS

### F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

7. Deposit Refunds
  - a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment or 11 timely payments and one automatic forgiveness of late payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.
8. Criteria for Procurement of Deposits
  - a. False credit information
  - b. Unsatisfactory credit history

### G. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice
  - a. The Telephone Company may disconnect or refuse service without notice:
    - 1) in the event of a condition on the customer's premises determined by the Telephone Company to be hazardous.
    - 2) in the event of customer's use in such a manner as to adversely affect the Telephone Company's facilities or the Telephone Company's service to others, such as:
      - a) connection of Customer Premises Equipment which causes or is likely to cause interference or hazard to the network.
      - b) impersonation of another with fraudulent intent.
    - 3) in the event of tampering with facilities furnished and owned by the Telephone Company.
    - 4) in the event of unauthorized use.
    - 5) in the event an applicant, though not personally liable to the Company, is attempting to return service to an indebted household and attempts are not forthcoming to liquidate the debt of that household.

## RULES AND REGULATIONS

### G. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

2. By the Company After Prior Written Notice
  - a. In addition to the reasons set forth in subparagraph 1a. above, the Telephone Company may disconnect or refuse service after providing at least five days or, in the case of deposits, twelve days prior written notice for any of the following reasons:
    - 1) failure of a customer to make suitable deposit as required by these rules.
    - 2) use of foul or profane language while using the Company's facilities.
    - 3) the customer's bill for local or miscellaneous services remains unpaid after the last date for timely payment.
    - 4) for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Telephone Company's rules filed with the Iowa Utilities Board (IUB) as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract subject to the regulatory authority of the IUB.
    - 5) for failure of the customer to permit the Telephone Company reasonable access to its facilities.
    - 6) any other violation of the Telephone Company's rules and regulations on file with the IUB, the requirements of municipal ordinances or law pertaining for the service.
  - b. Despite the prior written notice provisions as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Telephone Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.
  - c. Only one written notice will be provided to the customer if multiple violations occur.
  - d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. 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 for the service. The final date shall be not less than five days after the notice is rendered or, in the case of deposits, twelve days. The notice will include a toll-free or collect number where a customer can obtain additional information.
  - e. Where written notice is required, except as provided in IAC 22.4(5) a, b, c, d, and e, the Company will not disconnect service on the day preceding or the day on which the utility's local business office or local authorized agent is closed. On any other day, the Company will not disconnect service after 2:00 P.M. unless the Company is prepared to reconnect the service the same day.

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Spencer Municipal Communications Utility  
520 2<sup>nd</sup> Avenue East, Suite 1  
Spencer, IA 51301

RULES AND REGULATIONS

G. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

3. Disputes

In the event of a dispute concerning a bill, the Telephone Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in the Telephone Company's Catalog, shall continue and, for not less than forty-five days after the rendering of the disputed bill, the service shall not be disconnected for non-payment for the disputed amount. The forty-five days may be extended by up to sixty days if requested of the Telephone Company by the IUB in the event the customer files a written complaint with the IUB. (Iowa Utilities Board Customer Service; 1375 E. Court Avenue; Des Moines, IA 50319; telephone number 1.877.565.4450; e-mail address [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov).)

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4. Emergency Medical Conditions

Notwithstanding any other provision of these rules, the Telephone Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of thirty (30) days, for an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered. Indicators of an especial danger to health include, but are not limited to, age; infirmity; mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstance which may indicate a severe or hazardous health situation. The customer must produce verification from a physician, a public health official, or a social services official, including the name of the person endangered, and a statement that the person is a resident of the premises in question. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five (5) days. If the written verification is not received within five (5) days, service may be disconnected prior to the expiration of the thirty (30) day period for postponement. If the service has been disconnected within fourteen (14) days prior to verification of illness for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provision. If the customer does not make payment during the thirty (30) day period, the service is then subject to disconnection.

## RULES AND REGULATIONS

### G. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

5. At Customer's Request
  - a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.
  - b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
  - c. No minimum or termination charge will apply where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract that is not retained by the new customer.
  - d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

### H. PAYMENT FOR SERVICE AND FACILITIES

1. General
  - a. Generally, all customers shall pay for services and facilities monthly in advance. Municipal, State or Governmental Agencies may be exceptions to this rule.
  - b. Billing to customers shall be scheduled monthly.
  - c. All bills for local or miscellaneous services are due not less than 20 days after the bill is rendered.
  - d. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.
  - e. Failure to receive a bill does not relieve the customer of the responsibility for payment.
2. Disconnection of Service by the Company
  - a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local, or miscellaneous services upon written notice, allowing the customer five days to make payment or settlement.

## RULES AND REGULATIONS

### H. PAYMENT FOR SERVICE AND FACILITIES (Continued)

3. Service Charge for Reconnection
  - a. Where service has been discontinued for non-payment of a due bill, applicable service charges shall apply.
  - b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit as defined in Establishment and Maintenance of Credit.
  - c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit.
4. Late Payment Charge
  - a. All bills for which full payment has not been received before the last date for timely payment shall be subject to a late payment charge.
  - b. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year for services. The customer will be notified that this forgiveness has been used by first class mail, telephone or electronic means.

### I. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General
  - a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge may be billed to the telephone customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.

## RULES AND REGULATIONS

### J. NETWORK CONNECTIONS

1. General
  - a. Customers are connected to the telephone network at a point of demarcation as specified in the IUB rules.
  - b. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
  - c. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 of the FCC Rules.
  - d. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of this Company's Catalog and the service may be disconnected in accordance with its Rules and Regulations.
  - e. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served. Should this situation exist, customers shall disconnect said service within ten (10) days after receiving written notice from the Company.

### K. CUSTOMER COMPLAINTS

1. General
  - a. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
  - b. The customer may at any point during resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the Iowa Utilities Board, Customer Service, 1375 E. Court Avenue, Des Moines, IA 50319; telephone number 1.877.565.4450; e-mail address [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov) .

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Spencer Municipal Communications Utility  
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Part II

\_\_\_\_2nd\_\_\_\_ Revised

Sheet No. 13

RULES AND REGULATIONS

L. LOW INCOME ASSISTANCE PROGRAM

(D)

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Spencer Municipal Communications Utility  
520 2<sup>nd</sup> Avenue East, Suite 1  
Spencer, IA 51301



RULES AND REGULATIONS

L. LOW INCOME ASSISTANCE PROGRAM (Continued)

2. Low Income Lifeline Assistance Program (Lifeline)
- a. The Lifeline Assistance Program is a plan which assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Qualified applicants shall have their monthly local exchange service rate reduced by the federal support amount defined in 47 CFR 54.403.
- b. Eligibility Requirements  
To be eligible for assistance, an applicant must provide documentation showing the applicant (1) meets income-based criterion currently defined as at or below 135 percent of the Federal Poverty Guidelines, OR (2) participates in at least one of the following programs as defined by 47 CFR 54.409:
- Medicaid (e.g. Title XIX/Medical, state supplemental assistance),
  - Supplemental Nutrition Assistance Program (SNAP), f/k/a Food Stamps,
  - Supplemental Security Income (SSI),
  - Federal public housing assistance,
  - Low-Income Home Energy Assistance Program (LHEAP),
  - Temporary Assistance for Needy Family (TANF),
  - National School Lunch Program's Free Lunch Program.
- The Lifeline customer is responsible for notifying the Company if the customer ceases to participate in any of the public assistance programs listed above.
- A Lifeline customer may only receive assistance from one Wireline or one wireless telephone provider per household.
- c. Application for Assistance  
An applicant shall request telephone assistance through completion of a certification form provided by the Company as governed by 47 CFR 54.410.
- d. Rates
- 1) The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit identified in 47 CFR 54.403 shall be used to reduce the Lifeline customer's rate.
  - 2) Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

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## RULES AND REGULATIONS

### M. CLASSES OF SERVICE: BUSINESS AND RESIDENCE

1. Business – Business Rates Apply at the Following Locations:
  - a. In offices, stores, factories, mines, and all other places of a strictly business nature.
  - b. In boarding houses, except as noted under H.2 below, offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private, or parochial schools; or colleges, hospitals, libraries, and other similar institutions.
  - c. At residence locations when the customer has no regular business access line service, and the use of the service, either by himself/herself, members of his/her household, or his/her guests, or parties calling him/her, can be considered as more of a business than of a residence nature. This may be indicated by advertising, either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc.
  - d. In any location where the listing of service at that location indicates a business, trade, or profession, except as specified under M.2 below.
  
2. Residence – Residence Rates Apply at the Following Locations:
  - a. In a private residence where business listings are not provided.
  - b. In churches where business listings are not provided.
  - c. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have fewer than five rooms for roomers or which furnish meals to fewer than ten (10) boarders, provided business listings are not furnished.
  - d. In the place of residence of a clergyman or nurse, and in the residence of a physician, surgeon or other medical practitioner, dentist, or veterinarian provided the customer does not maintain an office in the residence.
  - e. In college fraternity or sorority houses where individual access line service is provided.

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520 2<sup>nd</sup> Avenue East, Suite 1  
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## RULES AND REGULATIONS

### N. CONSTRUCTION AND CONSTRUCTION CHARGES

1. General
  - a. All rates, charges, and initial service periods specified elsewhere contemplate the provision of telephone service and facilities to the extent available or to the extent that such items can be made available without incurring disproportionately high costs or risks. Provisioning will occur (except in the case of foreign central office or foreign area service) for any related exchange telephone service from the central office normally serving the premises involved.
  - b. Special charges in the form of installation charges, monthly rates, or both, are applied in addition to the usual service charges and monthly rates when the nature of the service is sporadic or occasional. Examples include:
    - (1) The facilities are provided in remote or undeveloped areas.
    - (2) Conditions require unusual methods of plan construction, installation or maintenance.
    - (3) The customer's location requires the use of costly private rights-of-way.
    - (4) The establishment of services may be of a speculative or temporary nature.
  - c. Title to all construction, as specified in N.2 below, provided wholly or partly as a customer's expense is vested in the Company.
  - d. "Cost" is defined as labor and materials, including loaded overheads, and may include the cost of doing business not explicitly associated with direct cost.
2. Special Types of Construction
  - a. If a special type of construction is desired by a customer, or if unusual requirements of a customer make the installation cost higher than it would be if the usual type of construction were used, the customer is required to pay the difference in cost between the special type of construction and the typical average cost of construction.
  - b. Special types of construction include:
    - (1) Outside Construction
      - (a) When an applicant requests a special type of construction, or when construction specifications imposed by an applicant make an installation abnormally expensive, an additional charge is made. This charge will be equal to the difference between the cost of the special type of construction (or construction specification) and the estimated cost of standard construction.
      - (b) The Company normally provides the service entrance into the customer's premises.
    - (2) Interior Construction
      - (a) The building owner or occupant provides conduit in buildings for telephone wire or cable.
      - (b) Where, because of the type of construction of the building occupied by an applicant or the construction specifications imposed by the applicant, unusual expense is incurred by the Company, the applicant shall be required to pay the difference between the special construction cost and the estimated standard construction cost.

## RULES AND REGULATIONS

### N. CONSTRUCTION AND CONSTRUCTION CHARGES (Continued)

2. Special Types of Construction (Continued)
  - b. Special types of construction include: (Continued)
    - (3) Temporary Construction
      - (a) Where temporary construction is necessary to provide service, the customer will be required to pay a construction charge equal to the estimated net cost of installing and removing the temporary construction.
      - (b) When telephone service is provided to movable premises by means of aerial plant, a clearance pole shall be provided if needed, in the opinion of the Company. The customer shall place, own and maintain the pole. However, if the customer elects, the Company will place, own and maintain the pole. However, if the customer elects, the Company will place, own and maintain the pole and bill the customer the cost of placing the pole.
      - (c) When telephone service is provided to movable premises by means of buried plant, the Company shall provide a pedestal type arrangement.
      - (d) The clearance pole, when aerial plant is used, or the pedestal, when buried plan is used, must comply with specifications determined to be applicable by the Company.

### O. EXTENSION OF FACILITIES

1. General
  - a. Where the Company extends its facilities on public highways or on private property in order to furnish telephone service in a territory where no facilities are available, the Company will provide for each customer an allowance of one-half mile of standard construction without charge. For new customers not situated near existing loops, standard construction charges will apply in excess of the standard allowance after the system trunks are extended to the area. Charges for construction in excess of the one-half mile allowance shall be based on the cost to the Company to place the facilities. These charges shall include a grossed up amount for the income tax effect of such revenue. The amount of tax shall be reduced by the present value of the tax benefits to be obtained by depreciating the property in determining the tax liability.
2. Buried and/or Underground Communication Facilities Serving Subdivisions and Developments
  - a. The provision of buried or underground communication facilities to residential subdivisions and developments shall be dependent upon the following being made available to the Company:

## RULES AND REGULATIONS

### O. EXTENSION OF FACILITIES (Continued)

2. Buried . . . (Continued)
  - a. Provision . . . (Continued)
    - (1) A legally sufficient easement to accommodate the placing and maintaining of the common communications serving facilities (e.g., feeder and distribution cables plus terminal pedestals or like devices | access point cabinets.) The surface of the easement area must be brought to final grade prior to the installation of buried or underground communication facilities.
    - (2) Adequate trenches and backfill within the subdivision or development must be suitable for the Company's distribution facilities. This does not include trenches and backfill for the service drop wire; i.e, the facilities between the pedestal terminal or like device and the demarcation point located on or near the customer's premises.
    - (3) A written trench and backfill agreement entered in by the developer or owner of the subdivision or development and the Company for the provision of trench and backfill work. The agreement will include the following:
      - (a) A description of the subdiviision or development.
      - (b) Trench and backfill plans and specifications.
      - (c) Trench excavation and backfill schedules.
      - (d) Rights, responsibilities, and liabilities associated with performance of the trench and backfill work.
    - (4) In areas where the Company has existing trench and backfill agreements with local power utilities, the developer or owner of the subdivision or development shall be responsible for the company's portion of the trench and backfill cost.
    - (5) The developer or owner shall have the option of providing trench and backfill in accordance with (3)(b), preceding, or paying the Company's portion of joint trench and backfill costs in accordance with (3)(d) preceding.
3. Underground Communication Facilities Serving Nonresidential Buildings and Certain Residential Buildings
  - a. Underground communication facilities will be provided, where feasible, in new installations at nonresidential buildings and residential buildings with more than four living units, except as covered in B., preceding, including residential buildings being utilized as business establishments.
  - b. Where, in the opinion of the Company, the placement of underground communication facilities is impractical or not feasible, the facilities shall be aerial. The owner or customer requesting the facilities shall provide and furnish the hardware required by the Company to attach to the building including but not limited to "I" bolts, wall sleeves, or such other hardware as specified by the Company.
  - c. The provision of underground facilities to serve these buildings shall be dependent upon the following conditions:
    - (1) All underground Company wire and cable routes and entrance facilities on private property shall be determined by the Company with the concurrence of the building owner or the building owner's agent.

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By: General Manager  
Spencer Municipal Communications Utility  
520 2<sup>nd</sup> Avenue East, Suite 1  
Spencer, IA 51301

## RULES AND REGULATIONS

### O. EXTENSION OF FACILITIES (Continued)

3. Underground Communication Facilities . . . (Continued)
  - c. The provision of underground facilities . . . (Continued)
    - (2) The owner shall furnish the Company with site plans showing building locations with sewer, water, gas and power routes.
    - (3) Upon agreement to place underground communication facilities in compliance with these listed conditions, the Company shall furnish the owner a plan showing the location of proposed communication facility routes.
    - (4) The owner shall provide reusable conduit, utility vaults, and handholds in place (size and number specifications to be determined by the Company) to the demarcation point at the building from the Company designated facility point (e.g., pedestal, pole and/or property line, etc.). Such conduit shall be in place and the surface of the ground area must be brought to final grade at least thirty (30) days prior to the requested service date.
    - (5) The Company shall select the location of the facility point. This location may not be the customer's closest property line and will be determined based upon the owner's plans and existing or proposed communication facilities.
    - (6) Notwithstanding the provision of the conduit, the building owner or the customer shall be liable for repairs to communications facilities damaged by their actions or that of their employees, contractors, or agents. Such liability shall also include the restoration of the damaged site to the original condition (e.g., restoration of asphalt, sod, concrete, landscaping, etc.)
    - (7) Where, in the opinion of the Company, it is reasonably necessary to secure written easement for the protection of the underground communication facilities to the buildings, the property owner shall execute and deliver the cleared easement and the forms satisfactory to the Company.
    - (8) The cost of any rearrangements and/or rerouting of existing communication facilities to the buildings along with the restoration of the site will be borne by the customer and/or property owner requesting the same.