

**SPENCER MUNICIPAL UTILITIES****COMMUNICATIONS POLICY****EFFECTIVE MARCH 1, 2018**

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## SPENCER MUNICIPAL UTILITIES

### COMMUNICATIONS POLICY

#### SECTION 1.0 GENERAL

##### 1.1 BACKGROUND

Spencer Municipal Utilities is dedicated to providing quality communications services to its customers and to assuring that any problem is quickly resolved to the customer's satisfaction. These customer service procedures, in addition to any other issues, are covered in material generally provided to you at the time of installation and upon request thereafter once becoming a customer.

This notice summarizes some of the procedures that you may need to know to help us answer questions and resolve complaints you may have about billing for the services you receive, or the quality of the services we provide.

For those of our customers receiving service through commercial accounts, bulk rate arrangements with multiple dwelling owners or similar arrangements, some of the policies, procedures and services herein may not apply. Please refer to the terms and conditions of documents reflecting such separate arrangements.

Communication services provided by SMU will be made available to all consumers within our service area in a manner consistent with sound business principles. All customers with like service shall be treated and charged in a like manner.

##### 1.2 DEFINITIONS

*Applicant* means a person, partnership, association, firm, public corporation, private corporation, governmental agency or legal entity, applying to the *Utility* for services provided for in these service rules.

*Complaint* means a statement or question by anyone, whether a *Utility* customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or *Utility* obligation. Complaints are requested to be submitted in writing.

*Contract* means any claim, account or demand against, or agreement with, the *Utility*, expressed or implied.

*Customer* means any person, firm, association, or corporation, any agency of the federal, state or local government, or legal entity responsible by law for payment for the communications services from the *Utility*. In the case of residence, customer also means other adult persons occupying the residence.

*Delinquent or Delinquency* means an account for which a services bill or services payment agreement has not been paid in full on or before the last date for the *timely payment*.

*Equipment* means one or more of the following: cable or VOIP modem, digital converter, set-top box, converter-descrambler, cable card, remote control, security device, addressable control module, , wireless router, wireless modem, battery backup, coaxial cable which is not inside wiring, fiber cable which is not inside wiring, coax/Ethernet cable which is not inside wiring, ONT, power supplies, demarcation box, or any other device installed in or around your premises or provided by us necessary or convenient for you to receive communications services from us. Inside Wiring is not equipment.

*Governing Body* means the Board of Trustees of the Water, Electric and Communications Utilities.

*Home* means the place you live, including a single-family home, apartment, other residence or any other type of dwelling unit, where your communication services are installed.

*Hourly Services Charge* means the hourly rate you pay for certain services. It is designed to recover the costs of services, installing and maintaining customer equipment.

*Inside Wire or Inside Wiring* means the cable that runs inside your home to the ground block located outside of your premise and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

*Installed* means either installed or activated.

*Premises* means a tract of land, building, part of a building or facility to which communications services are provided.

*Service* means any communication service, including but not limited to Cable TV programming, Internet wire service, Wi Fi Internet service, Telephone, data transfer, , or any other services we provide to you.

*Service Rules* means this set of rules as adopted by the *Governing Body*.

*Timely Payment* is a payment on a customer's account made on or before the date shown on a current bill for services or on a form which records an agreement between the *customer* and the *Utility* for a series of partial payments to settle a delinquent account.

*Utility, We, Us or Our* means Spencer Municipal Utilities

*You or Your* means the customer identified on the work order, application form, charter sign up form that was signed to begin your communications service or on the billing that has been acknowledged by payment.

### **1.3 CHANGES IN SERVICES AND CHARGES**

Subject to applicable law, we have the right to change our communications service, equipment, and our prices or fees, at any time. We also may rearrange, delete, add to or otherwise change the service provided on any level of service. If the change to the service affects you, we will provide you notice of the change and its effective date. The notice will be provided on your monthly bill, as a bill insert, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your service. If you continue to receive the service after the effective date of the change, we will consider this your acceptance of the change.

You may obtain information about our current fees and prices for any of our services by calling our office at 712-580-5800, visiting our office at 520 2<sup>nd</sup> Ave East, Suite 1, or visiting our website

at [www.smunet.net](http://www.smunet.net). A list of charges is also provided to our customer annually in a mailing or bill insert.

#### **1.4 LIMITED 30-DAY WARRANTY AND LIMITATION OF LIABILITY**

Except as explicitly set forth in the terms and conditions of specific services we provide to you, we warrant for a period of 30 days from the date of our installation or repair that our service and the equipment we have installed or repaired will meet accepted industry standards and be free from defects in materials or workmanship. If you report any failure to conform to this warranty to us within that 30 day period, we will address the nonconforming services and repair or replace the nonconforming equipment. Such performance of work or repair or replacement of nonconforming equipment shall constitute our entire liability and your sole remedy under this warranty, whether claims or remedies are sought in contract or tort (including, without limitation, negligence, strict liability, or otherwise).

In no event shall our employees or agents have any liability for special, indirect, incidental or consequential damages resulting from our provision or failure to provide any equipment or services to you, or from any fault, failure, deficiency or defect in service, labor, materials, work or equipment furnished to you.

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or implied, in fact or in law. We, to the extent permitted by applicable law, disclaim any and all warranties of merchantability or fitness for a particular purpose.

Except as expressly required by law, we will not be liable for any delay or failure to perform our obligations, including interruptions in service, if such delay or nonperformance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather, acts of any government body, or any other cause beyond our reasonable control.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state, or local community. Some states do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on implied warranties or their duration, so the above exclusion may not apply to you.

#### **1.5 APPLICABLE LAW**

These policies and practices, including all matters relating to their validity, construction, performance, and enforcement are governed by applicable federal law, the rules and regulations of the FCC, and applicable laws, regulations or applicable ordinances for the state and local areas where service is provided. These policies and practices are subject to amendment, modification or termination if required by such regulations or law. If any provision in these policies and practices is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other policies and practices.

## **1.6 NOTICE**

If we send you notice it will be considered given when deposited in the U.S. mail, addressed to you at your last-known address, or hand delivered to you or to your home. We may provide electronic or telephone notices (including fax, e-mail, answering machine, voice mail or SMS) to you, which shall be deemed given when left with you. If you give notice to us it will be deemed given when received by us. You are responsible for keeping us updated with your current contact information.

## **1.7 CHANGES TO POLICIES AND PRACTICES**

We will notify you of changes to these policies and practices. Any changes proposed by you will only be effective when accepted in writing by the *Utility*.

## **1.8 EQUIPMENT**

Except for the Inside Wiring, which we consider your property regardless of who installed it, the Equipment installed by us belongs to us unless you have purchased the equipment from us. We may at our discretion, supply new or reconditioned equipment to you. Our equipment can only be used on your premises. If you cancel your communications service, you are responsible for returning any rented *equipment*. The *Equipment* must be returned to us or one of our representatives in working order, with normal wear and tear expected, or you will be charged the replacement cost.

You are responsible for preventing the loss of or damages to, our *equipment* on your premises. We suggest that your homeowners, renters or other insurance cover the equipment in your possession. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if you do not return to us *equipment* in working condition.

You may not tamper with or attempt to repair any *equipment* supplied by Spencer Municipal Utilities. We will repair or replace, without charge, any *equipment* or installation, which fails for reasons other than tampering, fire, improper use or failure caused by your own equipment and/or wiring. All repairs and replacements due to customer negligence will be billed to you at the rates established by the *Utility*.

We do not service personal computers, televisions, receivers or any other computer-related or television-related equipment (such as VCRs, home antennas, or other cable/internet-compatible equipment) not owned by us, even if it is attached to the cable or to our *equipment*.

None of our *equipment*, nor any of our cable placed outside your home or property in connection with the installation of the *equipment* and service shall be deemed fixtures, or in any way part of your real property, unless you purchase our cable to the extent permitted by law when service ends. We may remove our *equipment*, at our option, at any time during or following the termination of your service due to nonpayment for service, and you agree to allow us access in your premises for such purposes.

We consider *inside wiring* your property, regardless of who installed it. You will continue to be responsible for the repair and maintenance of the *inside wiring*. You may install wiring such as additional cable wiring and outlets. Regardless of who does the work, the internal wiring within your premises must not interfere with the normal operations of our communications system. Inside wiring maintenance may not be your responsibility if you rent your home. Contact your landlord or building manager to determine responsibility. You may be required to pay service call charges for any work performed by SMU on *inside wiring*.

## **1.9 TIGER CARE PLAN**

If you experience problems within your home wiring, or issues with your equipment, there will be a repair fee charge. SMU is currently offering a protection plan for your dwelling's *inside wiring* and for device configuration at SMU or in your home that will provide you with insurance from hourly charges during business hours. With this plan you will avoid hassles, extra hourly service charges and have the convenience of including the fee on your monthly bill. There is a minimum of six months required on the Tiger Care Plan. Coverage begins the day the customer signs up for the plan.

## COMMUNICATIONS POLICY

### SECTION 2.0 CUSTOMER SERVICE

#### 2.1 APPLICATION FOR SERVICE

Customers may obtain service from the *Utility* by visiting our Customer Service Center. In order to protect against identity theft, one valid government issued photo identification must be presented at the time of service activation. The application form shall include the customer's name, billing address, service address, telephone numbers, social security number, occupation and may include other information as necessary.

As soon as practical after the approval of an application, the *Utility* shall supply service to the applicant in accordance with these service rules and at a rate established by the *Utility* for the applicant's appropriate class of service.

The Utility reserves the right to refuse service to any customer or potential customer who previously or is currently in violation of our service rules.

A customer who activates service because and are part of the Home Base Iowa program are eligible for free installation as well as three months of free service.

#### 2.2 ACCESS TO CUSTOMERS' PREMISES

You authorize us or our designees to enter into your building or home, in your presence or your representative's presence. You authorize us or our designees' access upon your premises during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the equipment and service supplied by us. Your representative must be of legal age. This authorization includes allowing us or such designee to be on your premises outside your building or home at reasonable times even if you are not available. You authorize us or our designee to make connections and perform other tasks that are necessary or desirable to enable us to provide service to you or others, including connecting and making necessary attachments to your *inside wiring*. If you are not the owner of your building or home, you agree to supply us or our designee, if we ask, with the owner's name and address, written proof that you may give us access on the owner's behalf and, if needed, consent from the owner of the facility. Either you or your representative's signature may be required for us to leave *equipment*. Such signature obligates you to the terms and conditions of using the *equipment*.

#### 2.3 INSTALLATION

Installers bring the cable to the point in your home nearest our facilities and along the easiest route. The cable will be grounded. Other custom installation services may be available at additional cost. We do not repair holes in floors, ceiling and walls upon disconnection of the communications services. An installation fee may be applicable.

## 2.4 MOVING

If you intend to move out of the service area, call us prior to the move so that we may disconnect service and you can return our *equipment*. If you intend to move within our service area, we will be happy to provide you with continuing communication services in your new location. A fee to move services may be applicable.

## 2.5 TERMINATION OF SERVICE

Unless you have otherwise agreed, you have the right to cancel your service for any reason at any time by giving us notice. Subject to applicable law, if you fail to pay your bill when it is due, we have the right to terminate your service.

You may not assign or transfer the service without our written consent. The individual policies and practices in this document will continue and apply to your rights and those of the *Utility* after the end of your service.

## 2.6 SERVICE CALLS

The *Utility* will make every possible effort to provide continuity of communication services, but the *Utility* does not guarantee continuity of service and shall not be held liable for interruption of communication service. The *Utility* will locate underground service facilities owned by the *Utility* without charge. The request must be made at least 2 business days in advance and can be done so by contacting Iowa One Call at 1-800-292-8989 or 811 or at [iowaonecall.com](http://iowaonecall.com). Every effort to correctly locate the underground facilities will be made by the *Utility*, but the *Utility* cannot guarantee its location nor be held liable.

### Billable Service Calls

Service calls are per service address and may apply for each type of service subscribed to. Customers may be billed for the cost for relocation of services which are not the responsibility of the *Utility* as follows:

Residential Customers – for the relocation of *Utility* facilities at the customer's request, an advance payment equal to the total estimated cost of the relocation shall be made. The customer shall be responsible for the actual cost of the relocation.

Commercial Customers – for a requested relocation of facilities belonging to the customer or *Utility*, a payment equal to the total estimated cost shall be required in advance of any construction. The customer shall be responsible for the actual cost of the relocation.



Service charges apply to connect, move, or change service and facilities according to the components of work required.

Service Charges Apply For:

- a. Establishing service.
- b. Reconnection of service for nonpayment.
- c. Move of service from one premise to another.
- d. Change in service made at the request of the customer.
- e. Rearrangement or relocation of facilities at customer's request.
- f. Troubleshooting and repair of service that is responsibility of customer.
- g. Change in account ownership.

#### **Non Billable Service Calls**

Service Call Charges do not apply for:

- a. Service calls or for *equipment* which is the responsibility of the *Utility*.
- b. When any change is made and initiated by the *Utility*.
- c. For customer legal name change with no lapse in billing or change in service.

## **2.7 CUSTOMER COMMUNICATIONS**

### **Utility Customer Representative**

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

When you call about a service problem during normal business hours, a Customer Service Associate will attempt to determine the nature of the problem. If possible, the CSA will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CSA will schedule a Technician to visit your home, usually within 24 hours of the time of the call. If our workload permits, the Technician will be dispatched the same day.

Our local telephone number, 712-580-5800, is available to you 24 hours a day, seven days a week, every day of the year. Provide your name, number and nature of the problem. Please leave both your home and work telephone numbers. When possible, a Service Technician will be dispatched promptly to fix the problem. If necessary we will call you during normal business hours the next working day to resolve the matter.

Emergencies that affect quality such as damaged *utility equipment*, violent storms or very cold weather may interfere with the quality of service. We are committed to have our crews promptly correct outages or other service-related problems occurring as a result of an emergency situation. We pledge a prompt response at any time if an area of the system is experiencing technical difficulty.

Our CSAs and Service Technicians are well trained and have authority to attempt to resolve a customer's problem, including replacement of any non-operating equipment, in order to provide quality service.

We offer an appointment window for installation, service calls, or other installation activities that are either a specific time, or at a maximum, a four-hour time block during normal business hours.

We commit to a policy to not cancel our appointment with you after the close of business in the business day prior to a scheduled appointment. If we are running late for an appointment, we will attempt to contact you and will, as necessary, attempt to reschedule to a time that is convenient for you.

## **2.8 COMPLAINT PROCEDURE**

Complaints concerning the charges, practices, facilities or service of the *Utility* shall be investigated promptly and thoroughly. The *Utility* shall keep records of written complaints sufficient to enable review and analysis of its procedures and actions. Customers shall 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

Initial contact by a customer regarding a complaint shall be made with a CSA of the *Utility*. If the customer is not satisfied with the handling of the complaint, it may be pursued with the Customer Service Manager, and the General Manager in that order.

A written complaint may be filed with the Chair of the Governing body if the customer is not satisfied with the General Manager's handling of the complaint. If the Chair believes the customer's complaint warrants further attention, the Chair may place the complaint on the agenda of the next regularly scheduled Board meeting for the ultimate resolution of the complaint by the Governing Body.

A customer who is unable to travel need not appear before any *Utility* official, described above, in person 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 the *Utility* that are regulated by the FCC may also be filed with the FCC in accordance with applicable regulations.

## 2.9 PERSONAL INFORMATION DISCLOSURE

As a communication subscriber, there are some forms of personal information that will be collected in connection and operation of our communications service. This information includes: your name, both physical and mailing address, loaned or returned *equipment*, service record, social security number and driver's license number, employer and any complaints. This information may not be disclosed for any purpose without your consent except as described in this statement. Collected information, as well as delivery or maintenance services and equipment, billing, accounts, collection, advertising, or detection of unauthorized reception of communications services, is necessary to provide our communications service or other services to you and to conduct legitimate business activities related to our communications system. This information will be maintained for a minimum of five years after the end of service.

In addition to these activities, this information may be disclosed on a day-to-day basis to employees or agents of our system, including, but not limited to sales or marketing personnel, billing or collection services, auditors, accountants, attorneys, lenders, programmers, and regulatory agencies. Your name and address may also be disclosed to program guide suppliers or other non-cable services so that you may receive programming guides or other services.

This disclosure will not indicate the extent or type of any use you make over the system. If you wish for us to limit or prohibit this disclosure, you must notify us in writing that you do not want the information released. Information personally identifying you may also be disclosed after notice to you if required by a court order authorizing such disclosure or as required by an agency having jurisdiction over the *utility* or as otherwise required by law. Information that personally identified you shall be maintained by our office for as long as necessary for the purpose for which it was collected.

You may have access to review and correct this information in our Customer Service Center at any time during normal business hours. Please contact us in advance if you

wish to review your records. If you are offended by an act of a communications operator in violation of these limitations on the collection and disclosure of personally identifiable information, you may bring a civil action suit for damages in the United States District Court to endorse these limitations. This remedy is in addition to any other lawful remedy available to you.

## **2.10 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

The Federal Communications Commission (FCC) has adopted rules pertaining to the Customer Proprietary Network Information (CPNI) regarding records that Spencer Municipal Utilities (SMU) has because of the services provided to you. This would include such things as the type and quantity of services subscribed to, the *equipment* and facilities used, and the numbers, dates, times, and duration of the calls you place. You have a right under federal law to protect the confidentiality of your account information and SMU adheres to all FCC adopted rules regarding CPNI. A copy of the FCC CPNI rules is available at the SMU Customer Service Center upon request.

## SPENCER MUNICIPAL UTILITIES

### COMMUNICATIONS POLICY

#### SECTION 3.0 BILLING & COLLECTIONS

##### 3.1 DEPOSITS

A deposit intended to guarantee partial payment of bills for service might be required prior to approval for communication service which is determined by a credit check. A person other than the customer may pay the deposit. The deposit may be equal to the highest billing of service for one month in the previous twelve (12) month period if customer previously had services, or one (1) month of estimated service for new customers. No interest will be paid by the *Utility*.

A new or additional deposit may be required of a current customer whose initial deposit has been refunded or is found to be inadequate upon twelve days written notice of the need for such a requirement. The new or additional deposit shall ensure a total deposit equal to the highest monthly billing for service during the previous twelve-month period and may apply to, but not limited to, customers who make three late payments in a twelve-month period (not including one automatic forgiveness of late payment) or due to involuntary disconnection.

Deposits will be refunded in the form of a credit to a person's active account when there is a twelve month history of on time payments. When an account is disconnected, the deposit will be applied to the final balance due. Any remaining credit will be transferred to other balances owed to the Utility. If there is a credit remaining after the balance due has been paid in full in any amounts less than \$5.00 a refund will not be issued, but instead donated to a local charity of the *Utilities* choice.

##### 3.2 BILLING INFORMATION

Your monthly statement provides a listing of your charges, payments and credits as well as special messages regarding service or rate changes. Please take the time to read the monthly messages and to review your statement carefully to make sure your name and address are correct. You will generally be billed at the same time each month.

We provide service to you on a monthly basis and all communication charges will appear on a regular monthly statement. If there are any billing errors or other requests for credit, you must bring those to our attention within twenty days of the bill date. Specific billing information will only be made available to the customer or others as designated by the customer.

The *Utility*, at its option, shall either place the following information on the billing form, or shall advise the customer on the billing form, that the following information can be obtained by contacting the *Utility's* business office:

The charges for any communication services incurred at the beginning and end of the billing period.

The date communication services were incurred.

The account balance brought forward and amount of each charge for *Utility* communication service, sales tax, city and franchise fees, other charges, late payment charge, and total amount currently due.

The last day for timely payment shall be clearly shown and shall not be less than twenty days after the bill is rendered.

The invoice you receive will show the total amount due and the payment due date. You agree to pay us monthly by the payment due date for that service and for any other charges due us, including any fees due to late payments, or any returned check fees. Spencer Municipal Utilities may also assess other fees or charges.

You agree to pay all taxes, city fees, franchise fees, and other charges that are now or may in the future be assessed on the services you receive from us.

If your communication service is disconnected because you have not paid your bill by the due date we may require you to pay all past due charges, a non-payment processing fee and a deposit before we reconnect your service. If you do not reconnect, any rental *equipment* must be returned to Spencer Municipal Utilities. It will be billed to your account at its retail price until you have done so.

Spencer Municipal Utilities may require customers who have past due accounts to bring their accounts up to date before ordering additional communication services. If past due accounts are not paid, service may be refused.

We urge that you call SMU at 712-580-5800 anytime you have questions or concerns about your service.

Bills may be paid by mail, at our drop box, by direct payment at the Customer Service Center, by ACH or direct deposit through a bank or credit union, by credit card through the Internet or at our office.

### 3.3 LATE PAYMENT PENALTY

A bill shall be due and payable when rendered and shall be considered delinquent after twenty days from the time it is rendered, on the 15<sup>th</sup> of each month. A bill shall be considered rendered by the *Utility* when deposited in the U.S. mail with postage prepaid or when delivered by the *Utility* to the last known address of the party responsible for payment. Bill payments received by the *Utility* after the due date shall be for the amount stated on the bill. A late payment penalty as established by the *Utility* will be assessed on the next month's bill. Failure to receive a properly rendered bill shall not entitle the customer to relief from penalties for late payment.

Each account shall be granted a single complete forgiveness of a late payment penalty per calendar year.

No collection fee will be levied in addition to this late payment charge. This does not prohibit cost justified charges for disconnection and reconnection of service.

### 3.4 PARTIAL PAYMENTS

Partial payments on bills including multiple services will be applied as designated by the *Utility* unless specifically requested in writing to be applied differently.

### 3.5 RETURNED CHECKS AND BANK DRAFTS

A service charge shall be assessed as established by the *Utility* to any customer whose check and/or ACH is returned or not honored by the bank on which it is drawn. The service charge shall be in addition to the late payment penalty if the check and/or ACH are not made good prior to the delinquent date of the bill. If two or more checks and/or ACH are dishonored within a six-month period, the *Utility* may require future payments by cash, cashier's check or money order.

### 3.6 CONTINUED SERVICE AGREEMENT

A residential customer about to be disconnected who is unable to pay a delinquent bill in full may be offered an opportunity to enter into a continued service agreement to pay that bill unless the customer is in default upon an agreement or that customer already has a continued service agreement with SMU for communications or other utility services. The agreement shall require the customer to bring the account to current status by paying specific amounts at scheduled times and staying current on subsequent bills.

Default of the agreement by the customer renders the customer subject to disconnection in accordance with proper procedures. Default of the agreement by the customer may also result in the loss of privilege of establishing a continued service agreement for a time frame of six months from the date of the default.

Late payment penalties will still apply during the term of the agreement.

### **3.7 BILLING ADJUSTMENTS**

#### **Credits**

Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

If you have a credit balance when service is terminated and a past due balance on any account with the *Utility*, we will automatically apply the credit to any past due balance due to the *Utility*. Credit in any amounts less than \$5.00 will not be issued, but instead donated to a local charity of the *Utilities* choice.

#### **UNDERCHARGES**

The time period for which the *Utility* may back bill a customer for undercharges shall not exceed six months unless otherwise ordered by the board.

If the recalculated bills indicate that \$5 or more is due from an existing or more than \$10 from a former customer, the customer and/or former customer shall be back billed. Customers rendered hardships due to back billing shall be offered reasonable agreements to pay.

#### **OVERCHARGES**

The time period for which the *Utility* is required to refund or credit the customer's bill shall not exceed six months unless otherwise ordered by the board. Refunds to current customers may be in the form of bill credits. If the recalculated bills indicate that \$5 or more is due an existing customer or \$10 or more is due a person no longer a customer of the utility, a refund will be given for the full amount of the difference between the amount paid and the amount recalculated.



### 3.8 VOLUNTARY DISCONNECTIONS, DENIALS AND RECONNECTIONS, IDLE SERVICE

#### Temporary Disconnections and Reconnections

The *Utility* may, upon reasonable notice by a customer, make temporary disconnections for the customer's convenience. The customer may be required to pay a fee for disconnection and for reconnection. The customer shall pay for disconnections and for reconnections at the applicable rates of labor, equipment, and material. All amounts, due or past due, which the customer owes the *Utility* shall have been paid in full.

#### Permanent Disconnections

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

#### Idle Service

Any customer may request that a service be idle and be billed in accordance with the rate established by the *Utility*. The idle service will begin and end on the dates requested by the customer. The minimum period for which this service may be provided is 30 days. The maximum period is 180 days during any 12-month period. After 180 days, standard rates apply.

### 3.9 INVOLUNTARY DISCONNECTIONS, DENIALS AND RECONNECTIONS

#### Just Cause for Discontinuance or Denial

The *Utility* reserves the right to refuse or discontinue communications service for any of the reasons listed below, subject to the provisions of this section and other provisions of these service rules. Unless otherwise stated, the customer shall be given written notice at least twelve days prior to discontinuance of service. Except for reasons given in the first four below, or disconnection at the customer's request, no service shall be discontinued unless the *Utility* is prepared to reconnect the service within twenty-four hours. A 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:

- a. Without notice in the event of a condition determined by the *Utility* to be hazardous.
- b. Without notice in the event of customer use of *equipment* in such a manner as to adversely affect the *Utility's equipment* or the *Utility's* service to others.
- c. Without notice in the event of tampering with the *equipment* furnished and owned by the *Utility*.

- d. Without notice in the event of unauthorized use or resale of the *Utility's* service.
- e. For violation of or noncompliance with the *Utility's* service rules and other user agreements.
- f. For failure of the customer or prospective customer to fulfill his contractual obligations for service or facilities. This includes false information provided on the application for service.
- g. For failure of the customer or prospective customer to permit the *Utility* reasonable access to its *equipment*.
- h. For failure to allow us to repair signal leakage after we have given proper notice.
- i. For failure of the customer or prospective customer to furnish service equipment, permits, certifications, or rights-of-way specified by the *Utility* as a condition of receiving service.

**Insufficient reasons for refusal, suspension, or discontinuance of service.**

The following shall not constitute sufficient cause for refusal, suspension, or discontinuance of local exchange service to a present or prospective customer:

- a. Delinquency in payment for service by a previous occupant of the premises to be served.
- b. Failure to pay for terminal equipment, inside station wiring or other merchandise purchased from the *Utility*.
- c. Failure to pay for a different type or class of public utility service.
- d. Failure to pay the bill of another customer as guarantor thereof.
- e. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- f. Failure to pay for yellow page advertising.
- g. Failure to pay for deregulated services other than local exchange service.

**Written notice – disconnection or denial for just cause (Involuntary – Other than Non-Payment)**

Any written notice mailed to a customer pursuant to Spencer Municipal Utilities service rules will set forth the reason or reasons for the pending disconnection or denial, including necessary upgrade to service, and the final date by which the account is to be settled or specific action taken. If more than one reason is specified, the days of notice for the causes shall be concurrent. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment of the service. The final date shall not be less than twelve days after notice has been rendered.

#### **Disconnection and Reconnection Fee (Involuntary – Other than Non-Payment)**

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

### **3.10 DISCONNECTION OR DENIAL FOR NON PAYMENT**

The Utility reserves the authority to discontinue or deny service for nonpayment of the bill or deposit, subject to the provisions of these service rules.

#### **Non-Payment Processing Fee**

For any disconnection or denial of service pursuant to these service rules, there shall be a non-payment processing service charge per account. Before service is restored, all outstanding communication bills and the non-payment processing fee shall be paid.

#### **Procedures for Disconnection for Non Payment**

Service shall be discontinued for nonpayment of bill or deposit when the *Utility* has made a reasonable attempt to effect collection.

A reasonable attempt to effect collection will include written notice to the customer (and, where applicable, the person or agency designated by the customer to receive such notice).

Written notice shall be at least 5 days prior to the date that service will be discontinued for an unpaid bill. Written notice shall be at least 12 days prior to the date that service will be discontinued for an unpaid deposit. Disconnection may take place prior to the expiration of the notice period if the utility determines, from verifiable date, that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created.

The *Utility* will be prepared to reconnect within 24 hours.

In the event the account is not brought up to date within 60 days, the *Utility* will report the non-payment to a credit agency.

**Medical Emergency**

Disconnection of a residential telephone service customer shall be postponed 30 days if 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 would present an especial danger to the health of any permanent resident of the premises.

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 *Utility* may require written verification of the especial danger to health by a physician or a public health official, including the name of the person endangered, and a statement that the person is a resident of the premises in question. Initial verification may be by telephone, but the *Utility* may require a written verification within 5 days of the verification of the especial health danger by the physician or a public health official, including the name of the person endangered and a statement that the person is a resident of the premises in question. If the service has been disconnected within 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 provisions.

If the customer does not make payment during the 30-day period, the service is then subject to disconnection.

## SPENCER MUNICIPAL UTILITIES

### COMMUNICATIONS POLICY

#### SECTION 4.0 CATV

##### 4.0 SERVICE REQUIRED

Cable television customers are required to subscribe to at least the Basic tier of cable TV services in order to subscribe to any other cable service.

A digital box may be required for some CATV packages.

Commercial digital music may be purchased without any other cable television service.

##### 4.1 PRIVATE VIEWING OF AN AUTHORIZED SERVICE AND USE OF EQUIPMENT

We provide service to you for your private use and enjoyment. You agree that the services provided over the communications system will not be viewed in areas open to the public. The services may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance from our supplier(s) and us. This consent may be withheld at the sole discretion of either of us.

You agree not to attach any unauthorized device to our *equipment*. If you make any unauthorized connection or modification to the *equipment* or any other part of the communications system, you will be in breach of these policies and practices, and we may terminate your service.

Much of the *equipment* and many of the devices necessary to receive our services are available both from others and us. If you purchase or lease such *equipment* from others, you are responsible for assuring that they do not interfere with the normal operations of our communications system and other communications systems and devices. For example, you agree not to install anything, to intercept or receive, or to assist in intercepting or receiving, or which is capable of intercepting or receiving, any service offered over our cable system, unless specifically authorized to do so by us. You are responsible to pay for all services received or otherwise provided to your premises. You also agree that you will not attach anything to the *inside wiring or equipment*, which singly or together results in a degradation of our communications system's signal speed, quality or strength. You may not attach any device or equipment to your inside wiring in a way that impairs the integrity of our communications system, such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or

equipment, which alone or together, results in a degradation of signal quality or speed. Further, services or signals provided by us, which are carried on or transmitted through the inside wiring or *equipment* provided by us, may not be commingled with signals or services provided by others.

We can recover damages from you for tampering with any of the *equipment*, or any other part of our communications system, or for receiving unauthorized service.

You must return any converter we supply you which is owned by others or us when you are no longer a customer. In some cases, you may also choose to buy a converter from an independent store. Converters with descrambling capabilities should only be obtained from us. In fact, should you see advertisements for cable converters that have descramblers in them (so-called "pirate boxes or black boxes") you should understand that these devices might be illegal to sell or use, unless authorized by us. Because of the need to protect our scrambled services, we will not authorize the use of any converter/descramblers not provided by us. People who use illegal converters/descramblers may be stealing cable service. Any illegal equipment connected to the SMU cable system will be removed from the property by SMU.

#### 4.2 CHANNEL 3 ONLINE ACCESS

Channel 3 online service is a way to view The Spencer Channel 3 programming online when you want and where you want. This programming will not be live; it will be a delayed broadcast, similar to the local programming on The Spencer Channel 3. The content will not be available online for an unlimited amount of time due to space. Some examples of programming that will be available online includes: local athletic and fine arts events, locally produced programs, and city council meetings.

Access to Channel 3 online service is included in the Basic CATV subscription.

Channel 3 online access can be purchased without a Basic CATV package for a monthly or annual fee.

## **SPENCER MUNICIPAL UTILITIES**

### **COMMUNICATIONS POLICY**

#### **SECTION 5.0 INTERNET**

##### **5.0 INTERNET SERVICE**

SMU provides internet service within the communication service area.

### 5.3 EQUIPMENT

You must return any rented equipment or services we supply you when you are no longer a customer. Some equipment may require us to enter the premise to retrieve from customer prior to moving out. In some cases, you may also choose to buy a cable modem or wireless access point from an independent store. Please remember, however, that cable modems must meet our specifications, and cable modems do not work where fiber is connected. Should you see advertisements for unlocked or hacked cable modems that have the ability to hook into any system uncapped you should understand that these devices might be illegal to sell or use, unless authorized by us. People who use illegally modified cable modems may be stealing Internet service. Any illegal equipment connected to the SMU cable system will be removed from the property by SMU.

## 5.4 ACCEPTABLE USE POLICY

All SMU Internet service is subject to the SMU Acceptable Use Policy (AUP). Internet traffic flowing through the internet connection is the responsibility of the customer. It is the customers' responsibility to secure any wireless access points in such a manner that does not allow unauthorized access to the Internet. A copy of the AUP is available at the Customer Service Center or on the SMU website.

## 5.5 SECURE IT

Secure IT is a third party antivirus, antispymware and computer maintenance program that SMU will resell to our customers. Subscribers of the Secure IT service are required to have SMU's Internet service. You must sign an agreement stating you agree to the terms and conditions for Secure IT service.

## 5.6 EMAIL ADDRESSES

SMU Internet service includes 5 email addresses for residential customers and 10 email addresses for business customers. Webmail access is available through the SMU website.

All Subscribers with email boxes on smunet.net agree to download their mail in a timely fashion and not allow mailboxes to exceed 100 MB in size. Because mailboxes, like PO Boxes at a post office, are not infinite in size, subscribers are expected to pick up their email and delete it from the SMU server before their mailbox size exceeds 100 MBs. SMU reserves the right, at its sole discretion, to charge a monthly fee of \$5.00 to any user that exceeds the 100 MB quota.

If a subscriber wishes to keep their email on the server, a separate agreement between SMU and the subscriber would need to be discussed. The storage space and cost would follow the chart below:

1.0 GB	\$5.00
3.0 GB	\$10.00
Above 3GB	\$20.00





## **SPENCER MUNICIPAL UTILITIES**

### **COMMUNICATIONS POLICY**

#### **SECTION 6.0 DEREGULATED TELEPHONE**

Telephone service is provided under the Standard Agreement for Local Exchange Service available from the Utility.

#### **6.0 LOCAL EXCHANGE SERVICE**

Exchange Name: Spencer, IA

Prefix: 580

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer.

#### **DIRECTORY ASSISTANCE**

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

Residential customers shall be provided a record of the date and time of each directory assistance call made from their residence. A customer shall not be charged for the first 7 directory assistance calls from a customer's premises. There shall be no charge for telephone directory assistance calls originating from hotels and motels, or hospitals. Any customer who is visually, physically or mentally handicapped in a way that makes the customer unable to use a telephone directory shall be exempt from charges for directory assistance at both the customer's residence and place of employment. A customer shall provide certification of customer's condition by a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate.

#### **DIRECTORY LISTINGS**

A primary listing, which may include the name, address, and telephone number of the individual, organization, firm, or corporation, for whom the service has been contracted, will be furnished at no charge.

- a. Listings will be limited to such information as is necessary for proper identification.
- b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
- c. The Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.

Additional listings may be furnished with business, residence, or pay telephone service for persons who occupy the same premises. An additional listing may include the same address and telephone number as the primary listing.

An alternate call listing refers a calling party to certain other telephone numbers, such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.

A foreign or non-subscriber listing is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered.

Private Service is the omission of a customer's listing from both the telephone directory and Directory Assistance records.

- a. When private service is to be furnished, the customer will hold the Company harmless from any damages that might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
- b. No charge will apply for private service for customers having other listed service.

The charge for additional, alternate, or private listings is effective the day the Directory record is posted.

## **EXTENSION OF FACILITIES**

Mileage rates apply for extending standard voice grade intra-exchange service between premises. Any other intra-exchange improved grade of circuits may be provided as set forth in the telephone tariff filed with the IUB.

Mileage measurement is the route distance between the terminals. When facilities must be constructed to provide service to an applicant, charges shall be determined on a case by case basis.

**DIRECT INWARD DIALING**

Direct Inward Dialing is the ability for a caller outside a company to call an internal extension without having to pass through an operator or attendant.

Direct Inward Dialing is limited to business customers that have equipment capable of implementing this service.

Directory numbers assigned to this service are assigned in groups of twenty (20) numbers each.

Company is not responsible for unauthorized use of this service.

**EMERGENCY REPORTING TELEPHONE SERVICE; ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE**

Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the Universal Emergency Number Service Customer (UENSC). UENSC may receive telephone calls dialed to the telephone number 911. E911 Service includes line and equipment necessary for the answering, transferring, and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features. Enhanced 911 Service is offered subject to availability of facilities.

The UENSC may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The UENSC must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire, or other emergency services within the telephone central office areas arranged for E911 calling.

**CONDITIONS**

Individual features requested by the UENSC include, but are not limited to, central office modifications, data base preparation, trunking, and maintenance.

E911 Service is provided solely for the benefit of the UENSC operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, construed, or regarded, expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the UENSC. The Company

does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the UENSC's personnel to respond to such calls on the UENSC's premises.

Temporary or vacation suspension of service is not provided for any part of the E911 Service.

The E911 calling party forfeits the privacy afforded by privacy service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. To the extent allowed by law, the names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices are confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.

The Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this policy.

The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The UENSC shall make such operational test as, in the judgment of the UENSC, is required to determine whether the system is functioning properly for its use. The UENSC shall promptly notify the Company in the event the system is not functioning properly. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

Each UENSC also agrees to release, indemnify, and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the UENSC or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the UENSC or others.

The UENSC also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of negligence or other

wrongful act of the Company, the UENSC, its users, agencies, or municipalities, or the employees or agents of any one of them.

Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the UENSC to make arrangements to handle all E911 calls that originate from Spencer telephones served by Central Offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the UENSC's public safety jurisdiction.

Application for E911 Service must be executed in writing by each UENSC. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the UENSC. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.

The UENSC is required to furnish the Company its agreement to the following terms and conditions:

- a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
- b. That the UENSC has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- c. That the UENSC will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the E911 PSAP by calling parties.
- d. That the UENSC will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Company. It is the UENSC's responsibility to ensure their CPE is compatible with the service(s) provided by the Company.

When the Selective Routing feature is provided, the UENSC is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The UENSC will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAPs responsible for

handling of calls from each telephone in the E911 serving area. The following terms define the UENSC's responsibility in providing this information:

- a. Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the UENSC to the Company prior to the effective date of service.
- b. After establishment of service, it is the UENSC's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
- c. The Company will provide to the UENSC on request a complete written copy of the master address file to permit the UENSC to verify accuracy of the police, fire, and ambulance PSAP routing designations.
- d. Changes, deletions, and additions which the UENSC desires to have made in the master address file should be submitted on an "as occurred" basis.
- e. The Company will furnish a written copy to the UENSC for verification showing each change, deletion, and addition to the master address file.

#### **CUSTOMIZED NUMBER SERVICE**

Customers of the Company may request assignment of specific telephone numbers. If the telephone number or numbers requested by the customer is not currently in use or, if assigned previously, has not been in use for at least sixty (60) days from the date of permanent disconnect, the Company may assign the number to the customer. A Customized Number Service Charge applies whenever a customer obtains an assignment of a specific telephone number.

The Company may reject any request for specific telephone numbers and may refuse requests for specific numbers for any reason, including, but not limited to, numbers that may, in the Company's opinion, be offensive, vulgar, insulting, or sexual in nature, and limit central office capacity, or number availability.

The Company shall retain the ownership of all telephone numbers.

Customized Number Service Charge will not apply when a customer whose service has been terminated requests reassignment of the previous telephone number, if not currently in use, and reassignment occurs within 12 months.

The Customized Number Service Charge is not refundable.

### **OPERATOR SERVICES**

Operator Services are available to customers in the Spencer exchange on local and intraLATA calls as specified in this policy. Operator services on interLATA calls are available to customers through their interLATA toll provider. Operator Service Charges are applied by the Company on local and intraLATA calls on per call basis in addition to the local call rate or the applicable long distance charges. Operator Service Charges do not apply to calls to the operator for trouble reporting, to calls made in place of direct dialed calls that encountered trouble or were cut off, or for emergency local calls to police, fire, ambulance, etc. The charges for Busy Line Verify and Busy Line Interrupt will be billed directly to the access line of the party requesting verification or interruption.

Local and intraLATA operator services are available on the following types of calls:

- a. Credit Card Calls – Customer dialed “0+” calls which are completed by the caller (machine handled) or completed by the operator (operator assisted) that will be billed to the caller’s credit card instead of the telephone originating the call.
- b. Station to Station Calls – Customer dialed “0-“ calls where the operator completes the call and arranges billing to the originating telephone number, to a credit card, to a third number or as a collect call. Operators placed calls to Directory Assistance are also included.
- c. Person to Person Calls – Customer dialed “0-“ or “0+” calls where the operator completes the call to a designated person or extension. These calls may be billed to the originating telephone number, to a credit card, to a third number or as a collect call.
- d. Busy Line Verify – Customer requested operator assistance to determine if a called line is actually busy or out of service. No request will be processed on a collect, or third number billed basis.
- e. Busy Line Interrupt – Customer requested operator interruption of a conversation on a busy line. Operator gives a message to the person whose line is interrupted. No request will be processed on a collect, or third number billed basis.



## **SPENCER MUNICIPAL UTILITIES**

### **COMMUNICATIONS POLICY**

#### **SECTION 7.0 LOCAL PROGRAMMING**

##### **7.0 COMMERCIAL LEASED ACCESS**

Spencer Municipal Utilities is dedicated to providing its cable TV subscribers with the widest possible variety of programming from both distant and local sources. To this end, and in keeping with requirements of Section 76.970 of the Federal Communications Commission Rules and Regulations, Spencer Municipal Utilities makes channels available on its cable TV system for commercial leased access video programming.

##### **GENERAL RULES**

These general rules apply to both Full Time Leased Access and Part- Time Leased Access users.

A User is defined as an individual, group, or organization which uses the commercial leased access on the Spencer Municipal Utilities (SMU) cable television service.

User shall Indemnify and hold harmless SMU from all liability for damages, costs and losses resulting from, arising out of, or in any way connected the use of commercial leased access by the user.

User will complete and return a "Commercial Leased Access Application" before leased access program begins airing.

User must be 18 years or older, or must have a parent or guardian sign the application and accept full liability for any materials aired on SMU commercial leased access.

User is prohibited from using the name, symbol or logo of SMU in their programs or announcements unless the program is endorsed, sponsored, or produced by SMU.

SMU will not exercise editorial control over the content of any user programs or announcements. However, SMU retains the right not to cablecast any program or announcement it reasonably suspects violates federal, state or local laws.

User may be subject to federal, state and local laws regarding libel, slander, obscenity, incitement, invasion of privacy, or other laws. SMU commercial leased access may not be used to present material which violates federal, state or local laws.

User holds the copyright to his/her program. SMU will not release any user's tape or portion of a tape without the permission of the user.

If the User requests to telecast a program that is copyrighted, user must provide SMU with proof of permission for telecast from the copyright holder prior to the time the program is aired.

SMU shall not be liable for any loss of transmission time or transmission of programming. However, SMU shall make a reasonable effort to make good any program missed due to equipment failure or operator error.

#### **FULL TIME LEASED ACCESS**

SMU Cable will make available to users a channel or channels for full-time leased access. Users that request full-time leased access shall be placed on a channel of SMU's choosing.

The charge for full-time leased access of a channel shall be the maximum commercial leased access rate as defined by 76.970 (2) of the Federal Communications Commission Rules and Regulations.

Full-time leased access users are responsible for obtaining any equipment or facilities necessary to carry the leased access programming on the SMU Cable TV service. Users are also responsible for providing their own technical support for the operation of their channel.

Spencer Municipal Utilities strives to deliver the highest quality video programming available on its cable TV service. In keeping with this goal, full-time leased access users are responsible for maintaining broadcast quality standards for their operations.

Full-time leased access users shall be required to enter into a written agreement and shall provide proof of general liability and errors and omissions insurance.

At minimum once per hour, user will telecast a station identification consisting of the name of the program or channel.

Payment of Full-Time Leased Access Fees shall be made in advance. A deposit equal to one month fees will be due upon entering into a full-time leased access contract.

Monthly fees will be billed to the user on the 25<sup>th</sup> of the month prior to the month they are paying for. The monthly fee shall be determined based on the number of subscribers at the beginning of the previous month times the per subscriber fee. For example, SMU would bill the user on November 25<sup>th</sup> for access during the month of December. The monthly fee would be calculated by multiplying the number of subscribers to the basic plus tier as of November 1 times monthly per-subscriber fee.

If payment is not received on or before the 15<sup>th</sup> of the month for which the user has been billed in advance, the user shall be considered in arrears with SMU. The user will have ten days to pay the bill or face immediate termination of their leased access contract.

If a leased access user becomes in arrears more than once in any 12-month period, the user shall be required to pay all past-due fees, and to post a deposit equal to one month's leased access fee, based on the previous month's monthly fee. Failure to post

the deposit within 10 days of a request by SMU shall result in immediate termination of the leased access contract.

The User holds the copyright to his/her program. SMU will not release any user's tape or portion of a tape without the permission of the user.

If a program is produced by a person or entity outside of Spencer, it must be sponsored by an eligible user. User accepts full responsibility for the content contained within the program.

If the User requests to telecast a program that is copyrighted, user must provide SMU with proof of permission for telecast from the copyright holder prior to the time the program is aired.

SMU shall not be liable for any loss of transmission time or transmission of programming. However, SMU shall make a reasonable effort to make good any program missed due to equipment failure or operator error.

The user's Application and Statement of Compliance will be kept in the SMU offices and the Statements of Compliance will be available for public inspection during normal business hours.

#### **PART TIME LEASED ACCESS (The Spencer Channel 3 on SMU Cable TV)**

Part-time leased access is defined as programming produced by or aired on behalf of for-profit entity or individual that exceeds one minute in length.

Requests for part-time leased access are fulfilled on SMU Cable TV/The Spencer Channel 3 on a first come, first served basis. Original programming produced by or on behalf of Spencer Municipal Utilities shall have scheduling priority.

Programming shall fit into a 30 minute time block. An application shall be completed before any content is aired.

User will be responsible for inserting a disclaimer at the beginning of the program identifying the program as a paid commercial announcement.

User will not be charged for air time, but will be assessed a handling fee for each time a program is aired. If editing is required, normal hourly production rates will apply.

Payment for part-time leased access shall be made in advance unless billed to an SMU Communications Account.

Spencer Municipal Utilities strives to deliver the highest quality video programming available on its cable TV service. In keeping with this goal, part-time leased access users are responsible for maintaining the following minimum technical standards for their operations.

- S-VHS quality video (minimum 520 lines of resolution)
- Stereo sound

User shall apply for cablecast in writing by filling out an Application for Cablecast and Statement of Compliance for any program or series of programs. SMU will provide and maintain video equipment necessary to air programs presented by users.

The User holds the copyright to his/her program. SMU will not release any user's media or portion of a program, without the permission of the user.

If the User requests to telecast a program that is copyrighted, user must provide SMU with proof of permission for telecast from the copyright holder prior to the time the program is aired.

SMU shall not be liable for any loss of transmission time or transmission of programming. However, SMU shall make a reasonable effort to make good any program missed due to equipment failure or operator error.

The user's Application and Statement of Compliance will be kept in the SMU offices and the Statements of Compliance will be available for public inspection during normal business hours.

## **GENERAL RULES**

A User is defined as an individual, group, or organization which uses the Spencer Municipal Utilities (SMU) public access channel 2. The intention of these rules is to allow organizations within our service territory to receive free publicity.

User must be a resident of Spencer or be submitting the material on behalf of a non-profit, governmental, or educational entity based in the SMU CATV service area.

Qualified non-profit entities include civic groups or organizations, service clubs, churches, or governmental bodies.

User shall indemnify and hold harmless SMU from all liability for damages, costs and losses resulting from, arising out of, or in any way connected with the use of the SMU public access channel by the user.

Users must be 18 years or older, or must have a parent or guardian sign the application and accept full liability for any materials aired on the SMU public access channel.

Users are prohibited from using the name, symbol or logo of SMU in their programs or announcements unless the program is endorsed, sponsored, or produced by SMU.

SMU will not exercise editorial control over the content of any user programs or announcements. However, SMU retains the right not to cablecast any program or announcement it reasonably suspects violates federal, state or local laws.

Program content should be consistent with community standards. SMU will, at its sole discretion, determine appropriateness of questionable or mature content.

SMU public access channel may not be used for presentation of material that is designed to promote the sale of products or services, an advertisement by or on behalf of candidates for public office, or related to the dissemination of information, directly or indirectly, involving lotteries and games of chance.

Users may be subject to federal, state and local laws regarding libel, slander, obscenity, incitement, invasion of privacy, or other laws. The SMU public access channel may not be used to present material which violates federal, state or local laws.

SMU will provide and maintain video equipment necessary to air programs presented by users.

The User holds the copyright to his/her program. SMU will not release any user's media or portion of a program without the permission of the user.

If the user requests to telecast a program that is copyrighted, user must provide SMU with proof of permission for telecast from the copyright holder prior to the time the program is aired.

SMU shall not be liable for any loss of transmission time or transmission of programming. However, SMU shall make a reasonable effort to make good any program missed due to equipment failure or operator error.

The user's Application and Statement of Compliance will be kept in the SMU offices and the Statements of Compliance will be available for public inspection during normal business hours.

#### **COMMUNITY CALENDAR – CHANNEL 2**

A User may submit public service announcements (PSA's) for inclusion on the SMU public access channel community calendar.

Users may provide content of their PSA via telephone, fax, email, in person, or by mail. SMU reserves the right to edit PSA content to meet time and space restrictions.

PSA's will be placed in an equal rotation with all other announcements on the public access channel. Spencer based entities will receive priority.

SMU makes no guarantee about the number of times a particular PSA is shown, or about the hours that the PSA will be shown.

Announcements of a person-to-person nature, such as birthday and anniversary announcements, congratulatory messages, or classified ads are not considered PSA's and are therefore not eligible for inclusion on the SMU public access channel community calendar. Paid display advertising is available for these messages as well as for-profit organizations on Channel 3.

## **7.2 CABLE ADVERTISING**

#### **SPONSORSHIPS**

Sponsorships consisting of commercial announcements and/or on-screen name mentions are available for certain programs produced by Spencer Municipal Utilities and aired on the SMU Cable TV service.

Package rates may be created on a case-by-case basis.

**DISPLAY ADVERTISING**

Display ads featuring text and graphics are available for purchase on the SMU leased access channel (channel 3). If ads are provided to SMU they should be in power point or jpeg format.

During the term of the ad schedule, the display ad will be displayed on-screen in equal rotation with all other ads and other announcements. The ad will be displayed on-screen for a minimum of 60 seconds for each occurrence.

Advertising is available for charitable organizations at no charge as space/time permits. The ad will be displayed on-screen in 15 second intervals.

At its sole discretion, Spencer Municipal Utilities reserves the right to reject any proposed ad.

**AD INSERTION**

Ad insertion by SMU or through a contracted vendor will be placed on channels to be determined by SMU. SMU may, at its sole discretion, refuse to present any material that SMU believes may be in poor taste, illegal, or offensive. SMU also reserves the right to refuse to present any material advertising the products or services of a direct competitor of any SMU product or service.

SMU reserves the right to refuse to present any event sponsored by a direct competitor.

**SMU WEATHER CHANNEL 24**

A :10 commercial can be inserted into an even rotation on SMU's Weather Channel 24. The commercial can be produced by SMU or provided to SMU. Production is not included in advertising rate.

## SPENCER MUNICIPAL UTILITIES

### COMMUNICATIONS POLICY

#### SECTION 8.0 RATES

##### 8.0 SERVICE CALLS

Installation, Reconnection, Move, and Non Pay Processing Fee will apply per guidelines set forth in the Communications Policy.

During Business Hours, 1-hour minimum	\$45.00/Hour
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After Business Hours, 2-hour minimum	\$60.00/Hour
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##### 8.1 IDLE SERVICE

Idle Service is 50% of the base rate of each service subscribed to. Additional Service call charges do not apply when restoring idle service. Customers receiving Lifeline credit are not eligible to place those services on idle service. If phone service is placed on idle service, calling features will not be active during that time. Idle service rate will be based on the level of service for previous 60 days.

##### 8.2 INTEREST ON DEPOSIT

Interest on deposits held will be 0% per annum.

##### 8.3 LATE PAYMENT FEE

Accounts with a late payment will be assessed a fee of 1.5% per month of the past due amount.

##### 8.4 NON SUFFICIENT FUNDS

A \$50.00 fee will be charged for any check, ACH, or credit card returned or not honored by the bank.

##### 8.5 SERVICE CHANGE/SUPPORT

Changes to service initiated by the Customer	\$5.00
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Customer owned device configuration at SMU	\$20.00
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##### 8.6 TIGER CARE PLAN

Residential Wire Maintenance	\$10.00 per month, Six months minimum
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**8.6 CATV rates below are per month unless otherwise noted.**

Basic		\$24.50	
Basic Plus (Basic required)		\$59.25	
Channel 3 online		\$4.00	
Channel 3 online – annual package		\$45.00	
SD Plus		\$9.00	
Sports Plus		\$4.00	
Showtime/TMC Premium		\$13.00	
Cinemax Premium		\$7.50	
Starz/Encore Premium		\$8.00	
HBO Premium		\$15.00	
HD Plus		\$3.00	
Commercial Digital Music		\$25.00	
Bulk Basic Plus			
Number of units			
Under bulk rate	Basic Plus rate	1 <sup>st</sup> premium	additional premiums
25 or less	\$15.50	\$5.50	\$4.00
26 – 50	\$14.50	\$5.00	\$4.00
51 – 75	\$13.50	\$4.50	\$4.00
76 – 100	\$12.50	\$4.50	\$4.00
101 – 125	\$11.50	\$4.00	\$4.00
126 and over	\$10.25	\$4.00	\$4.00
		1 <sup>st</sup> Box	Additional Boxes
Rental of SD digital box, cable card and remote		\$3.00	\$3.00
Rental of HD digital box, cable card and remote		\$5.00	\$5.00
Rental of DVR digital box, cable card and remote		\$10.00	\$10.00
DVR Service		\$5.00	
Multi-Room DVR Service		\$10.00	
Rental of analog converter and remote		\$1.50	\$1.50
Rental of cable card		\$2.00	\$2.00
Unreturned/Damaged Standard Definition digital box		replacement cost	
Unreturned/Damaged High Definition digital box		replacement cost	
Unreturned/Damaged DVR digital box		replacement cost	
Unreturned/Damaged Analog Converter		replacement cost	
Unreturned/Damaged Cable Card		replacement cost	



**8.7 INTERNET rates below are per month unless otherwise noted.**

E-mail accounts are limited to 100MB.

Premises served by coax:

Residential Access	\$22.00
Residential Internet 1MB/256KB	\$20.00
Residential Internet 10/2	\$45.00
Residential Internet 15/3	\$55.00
Commercial Access	\$25.00
Commercial Internet 10/2	\$70.00
Commercial Internet 15/3	\$80.00
Commercial additional location 3.0 MB/384KB	\$30.00
Internet30 MB/5	\$90.00
Internet50 MB/10	\$100.00
internet100 MB/10	\$125.000

Premises served by fiber:

Residential Access	\$22.00
Residential 1MB/256KB	\$20.00
Residential 50MB/10MB	\$45.00
Residential 100MB/20MB	\$55.00
Residential 250 MB/50MB	\$65.00
Residential 500MB/100MB	\$100.00
Residential 750MB/150MB	\$150.00
Residential 1GB/200MB	\$200.00
Commercial 50MB/10MB	\$70.00
Commercial 100MB/20MB	\$100.00
Commercial 200MB/40MB	\$175.00
Commercial 300MB/60MB	\$225.00
Commercial 500MB/100MB	\$300.00
Commercial 1GB/200MB	\$500.00

Symmetrical charge for any service level served by fiber is an additional 20% charge.

Wireless Access provided by SMU	\$5.00 per SMU device
Unreturned/Damaged cable modem	\$50.00
Unreturned/Damaged cable modem power supply	\$ 7.00
Unreturned/Damaged router and cord	\$75.00
Unreturned/Damaged DOCSIS3 modem and cord	\$100.00
Unreturned/Damaged wireless N router	\$100.00
Unreturned/Damaged AC router	\$250.00
Unreturned/Damaged ONT	\$500.00
Additional e-mail address	\$2.00 per address
Additional Static IP	\$3.00
SecureIt Plus	\$7.00 per computer
Self -Installation	no charge
Supported Installation	\$13.00
Dedicated Internet	\$100.00 for the first 1MB*
Dedicated Internet	\$40.00 each additional 1MB*
VLAN 5MB	\$200.00*
VLAN 10MB	\$300.00*
VLAN 20MB	\$375.00*
VLAN 50MB	\$425.00*
VLAN 100MB	\$450.00*
VLAN 150MB	\$465.00*
VLAN 200MB	\$475.00*
VLAN 300MB	\$500.00*
VLAN 400MB	\$525.00*
VLAN 500MB	\$550.00*
VLAN 750MB	\$575.00*
VLAN 1G	\$600.00*
Dedicated Fiber Connection	\$100.00 per air mile per fiber*

\*non-recurring charges may apply

**8.8 TELEPHONE rates below are per month per line unless otherwise noted.**

Residential Service (includes SLC) 1 <sup>st</sup> Line	\$15.00
Residential Service (includes SLC) 2 <sup>nd</sup> & 3 <sup>rd</sup> Line	\$8.79
Residential Service (includes SLC) 3+ Lines	\$15.00
Commercial Service (includes SLC)	\$28.00
Virtual Business Service (includes SLC)	\$11.00
Additional Residential Directory Listing	\$1.50
Additional Commercial Directory Listing	\$6.00
Calling Features	
· Anonymous Call Rejection	\$3.00
· Auto Call Back/Last Call Return	\$3.00
· Auto Redial	\$3.00
· Call Forwarding- All Calls	\$3.00
· Call Forwarding- Busy Line	\$1.00
· Call Forwarding- No Answer	\$1.00
· Caller ID w/ Call Waiting	\$6.00
· Caller ID Name/Number	\$4.00
· Caller ID Blocking (per call)	No Charge
· Caller ID Blocking (per line)	\$1.00
· Call Pick Up	\$3.00
· Call Tracing (per call)	No Charge
· Call Transfer	\$3.00
· Call Waiting/Cancel Call Waiting	\$4.00
· Distinctive Ringing (where available)	\$4.00
· Do Not Disturb	\$3.00
Find Me/Follow Me	\$3.00
· Hunting	\$4.00
· Long Distance Alert (where available)	\$3.00
· Priority/Custom Ringing- 12 Numbers	\$4.00
· Remote Call Forwarding	\$3.00
· Selective Call Acceptance	\$3.00
· Selective Call Rejection	\$3.00
· SIM Ring	\$3.00
· Speed Dialing (8 Numbers)	No Charge
· Speed Dialing (30 Numbers)	\$3.00
· Telemarketer Call Screening	\$3.00
· Three-Way Calling	\$3.00
· Toll Restriction	\$4.00
· Toll Restriction w/PIN	\$4.00
· Voice Mail	\$4.00
· Additional Voice Mail Box	\$1.00

· Wake Up Service	\$3.00	
· Warm Line	\$3.00	
Directory Assistance	\$ .95 per call	
Assigning DID block of numbers (20 numbers)	\$20.00 non-recurring charge	
DID block of numbers (20 numbers)	\$20.00 per month	
Customized Residential Telephone Number	\$20.00	
Customized Commercial Telephone Number	\$50.00	
Unlimited domestic long distance calling and unlimited standard calling features		\$20.00

#### Mileage Rates between Buildings on Same Premises

For first on mile or fraction thereof	\$8.00 per two wire circuit
Each additional ¼ mile or fraction thereof	\$2.00 per two wire circuit
2 Wire Dry Loop 8 miles or less	\$15.00
PRI T1 Additional charge	\$80.00 per T1

\*non-recurring charges may apply

#### Hosted phone service

1 <sup>st</sup> two lines	\$50.00/month
Additional lines	\$10.00/month

Setup charges will be billed at \$45/hour for actual time worked. Network phones will be purchased by customer. DID charges will apply.

#### Conference Calling

Existing SMU telephone customers will receive the same long distance rates as they receive for regular toll and 800 calls.

Non SMU telephone customers will be charged a \$5.00/conference fee in addition to long distance charges at \$.10/minute for toll calls and \$.20/minute for 800 calls.

## 8.9 LOCAL PROGRAMMING

<b>Full Time Leased Access</b>	Maximum commercial leased access rates as defined by 76.970 of the FCC Rules and Regulations
<b>Part Time Leased Access</b>	\$15.00 per airing handling fee
<b>Video Production</b>	\$90 per hour/per person for HD production - 1 hr. minimum Additional travel expenses and material costs may apply. Travel time will be billed at ½ time.  \$80 per hour partner rate for HD production.
<b>Ad Creation Package</b>	\$250 for HD production

Package includes up to 3 hours of production including shooting, editing, revisions, and one approval dub. Additional shoot time, edit time, or dubs will be at the regular rate. Additional travel expenses, staff/camera and materials costs may apply.

### Copy of local programming (DVD, Blu-ray, Electronic format)

Copies must be billed to a current SMU Communications account or prepaid. Pricing includes tax and shipping.

	DVD	Blu-ray
1 – 10 copies	\$15 each	\$20 each
11 – 20 copies	\$10 each	\$15 each
21 + copies	\$7 each	\$10 each

### Program Sponsorships

Programs available may include College athletics, Community Events, Coaches Shows, or SMU produced programs.

Program Announcements \$5.00 per announcement per event

(Opening and closing mention “This program brought to you by Spencer Municipal Utilities”)

One 30 second Commercial \$10.00 per commercial



**Spencer Tiger Boosters**

Per season Two 30 second commercials included

Football, Volleyball & Girls Swimming	\$500.00
Basketball	\$500.00
Wrestling & Boys Swimming	\$500.00
Soccer / Tennis	\$500.00
Baseball / Softball	\$500.00
Fine Arts (includes elementary – high school choral & instrumental concerts, speech events and others to be determined by SMU)	\$500.00

Booster Package	\$1000.00 for any three seasons \$1,500.00 for all six seasons
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Tournament events are not included in a Tiger booster sponsorship and will be available at an additional charge.

Tournament Package	\$275.00 for school year
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**Display Advertising**

Pricing includes initial ad creation, setup, and edits.

Short Term Display Advertising	\$20.00 minimum (for up to 7 days)
Long Term Display Advertising	\$60.00 per month
Annual Display Advertising	\$600.00

**SMU Weather Channel 24**

:10 commercial \$275.00 first month (3 months

minimum)  
 \$75.00 per month for additional  
 months (minimum 3 months)

### **Non Profit Rate**

Non Profit organizations will be given a 50% discount on production and advertising. Requests for sponsorships or discounts above the non-profit rate must be made in writing to SMU.

## **8.10 ONE WIRE COMBOS**

Customers are not entitled to combine discounts, bundles, or combos. All services must be received at the same service address.

### OneWire Small Business - coax

A contract with an initial expiration date of 10/31/2014 is required for the bundle rate. Contract will have an automatic 2 year renewal; customer can give 90 day notice to prevent auto-renewal. Rate increases require a 30 day notice by SMU and customer would have 30 days after notice of increase to end contract.

Two commercial telephone lines, unlimited standard calling features, Broadband Internet 10/2 and modem rental, requires SMU long distance

\$99.99/month.

Additional phone lines (3-9) available  
 (including Subscriber Line Charge) \$20.00/month

### OneWire Commercial - coax

A contract with an initial expiration date of 10/31/2014 is required for the bundle rate. Contract will have automatic 2 year renewal, customer can give 90 day notice to prevent auto-renewal. Rate increases require a 30 day notice by SMU and customer would have 30 days after notice of increase to end contract.

Ten commercial telephone lines, unlimited standard calling features, Internet 15/3 and modem rental, requires SMU long distance

\$299.99/month.

Additional phone lines (11+) available \$20.00/month  
(including Subscriber Line Charge)

OneWire Commercial – fiber

A contract with an initial expiration date of October 31, 2018 is required for the discounted rate. Contract will have automatic 2-year renewal, customer can give 90-day notice to prevent auto-renewal. Rate increases require a 30-day notice by SMU and customer would have 30 days after notice of increase to end contract.

The OneWire Commercial package includes commercial internet 100MB/20MB at a discounted rate of \$80.00, commercial telephone lines at \$20/month (minimum of 2 lines required), unlimited standard calling features. SMU long distance is required.