

Pella Fiber
Service Rules
Effective Date

1.0 General

1.1 Background

Pella Fiber 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 are covered in material generally provided to you at the time of installation and upon request thereafter once becoming a *customer*.

This policy is established by the City of Pella and is designed to promote consistency, equity and quality *service* to all *customers*. It 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.

Communication *services* provided by Pella Fiber will be made available to all locations 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.

Your use of the *services* is also subject to the Acceptable User Policy and the Privacy Policy adopted by the City of Pella. Together all the policies that govern your use of the *services* are referred to as the Terms. The Terms currently in force may be found at pellafiber.com or you may request a written copy from our office.

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.

1.2 Definitions

Applicant means a person, partnership, association, firm, public corporation, private corporation, governmental agency or legal entity applying to the Utility for *service* 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 over the age of 18, firm, association, or corporation, any agency of the federal, state or local government, or legal entity responsible for payment for the communications *services* from the Utility. In the case of residence, *customer* may mean 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: set-top box, remote control, wireless router, wireless mesh device, optical network terminal, power supply, fiber cable which is not *inside wiring*, ethernet cable which is not *inside wiring*, 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.

Governing Body means the City of Pella.

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 NID located outside of your premise and includes any extra outlets, splitters, connections, fittings, or wall plates attached to it. *Inside Wiring* is not equipment.

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.

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, Pella Fiber, We, Us, or Our means the City of Pella Municipal Telecommunications Utility of Pella, IA, whose principal place of business is 825 Broadway Street, Pella, Iowa 50219.

You or Your means the *customer* identified on the work order or application 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 in any package. 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 641-628-4173, visiting our office at 825 Broadway, or by visiting our website pellafiber.com.

1.4 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.

1.5 Notice

If we send you notice, it will be considered given when deposited in the US 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, email, answering machine, voicemail, 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.

1.6 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.

2.0 Facilities

2.1 Provision of the Services by the Utility

The services are available at locations that meet operations criteria in the sole discretion of the Utility. The Utility builds and maintains facilities in areas where service is provided. Services are provided by connecting the Utility's facilities and any necessary reception *equipment* to the subscriber's *inside wiring*. Only authorized Utility employees may remove, cut, raise, or change any facilities belonging to the Utility. Pella Fiber retains ownership of all facilities and all reception *equipment* we provide for use at the *customer premises*.

Pella Fiber has *contracts* with vendors, providers, and affiliated legal entities. Sometimes these affiliates will be entitled to provide the services to you. The services are subject to interruption for business purposes or from *equipment* failure, human error, or acts of God; and may not always be available, timely, secure or free from error.

When facilities are constructed or relocated at the request of a *customer*, the costs of construction may be shared by the *customer* or property owner and the Utility as outlined in 2.3 Facilities Extension or Relocation.

2.2 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*. 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 with 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 Pella Fiber. 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 Pella Fiber.

We do not service personal computers, televisions, receivers or any other computer-related or television-related *equipment* not owned by us, even if it is attached to our service or *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 Pella Fiber on *inside wiring*.

2.3 Facilities Extensions and Relocations

Estimated construction costs are calculated using average costs in accordance with good engineering practices and upon the following factors:

- Size, locations, and characteristics of the extension
- All other materials, equipment, and accessories required to construct a line including labor, conduit, pedestals, fiber and fiber splices, and termination *equipment*.

The *customer* may be required to provide a financial advance in aid of all or a portion of the cost of construction. The *customer* may, with the consent of Pella Fiber and in accordance with Pella Fiber standards, offset a portion of the advance for construction cost by providing trenching and backfill for the underground fiber system. The *customer* is responsible for the size and depth of trench and/or excavation being properly located within specified easements and/or rights-of-way. All relocation costs resulting from improperly located trenches shall be borne by the *customer*.

Communications System Extensions within Pella City Limits

Single Family Residential

Pella Fiber will extend facilities, at Pella Fiber's cost, to existing or newly constructed homes located in existing platted areas within the City of Pella, if Pella Fiber's fiber-to-the-*premises* system (FTTP) is near the *premises*. If in Pella Fiber's sole judgement unusual or extraordinary circumstances exist which make the provision of *service* at Pella Fiber's cost burdensome (unusually high cost, or *service* is expected to be temporary), Pella Fiber reserves the right to require a construction payment by the *customer*. Activation fees, as administered at the time of connection, are applicable.

Multifamily Dwelling Units (MDU)

Pella Fiber will extend facilities, at Pella Fiber's cost, to existing or newly constructed MDUs located in existing platted areas within the City of Pella provided that:

- a. Pella Fiber's fiber-to-the-*premises* system (FTTP) is near the *premises* and
- b. In Pella Fiber's sole judgement an adequate number of the individual units within the premise will purchase retail communication *services* from Pella Fiber.

If in Pella Fiber's sole judgment unusual or extraordinary circumstances exist which make the provision of *services* at Pella Fiber's cost burdensome (unusually high cost, or service is expected to be temporary), Pella Fiber reserves the right to require an additional construction payment by the *customer*. Activation fees, as administered at the time of connection, are applicable.

Commercial, Industrial, Governmental, Non-Profit, or Others

Pella Fiber will extend facilities, at Pella Fiber's cost, up to \$650, to existing or newly constructed properties located in existing platted areas within the City of Pella provided that:

- a. Pella Fiber's fiber-to-the-*premises* system (FTTP) is near the *premises* and
- b. The *customer* subscribes to Pella Fiber's business class *service* or greater

If the installation cost is estimated to be greater than \$650 the *customer* will be required to pay the lessor of:

- a. The actual installation cost (not to exceed the estimate) less \$650 or
- b. The actual installation cost (not to exceed the estimate) less three years of estimated data revenue

If in Pella Fiber's sole judgment unusual or extraordinary circumstances exist which make the provision of *services* at Pella Fiber's cost burdensome (unusually high cost, or *service* is expected to be temporary), Pella Fiber reserves the right to require an additional construction payment by the *customer*. Activation fees, as administered at the time of connection, are applicable.

New Developments

Pella Fiber will extend facilities, at Pella Fiber's cost, to properties within newly platted areas within the City of Pella, provided that:

- a. Pella Fiber's fiber-to-the-*premises* system (FTTP) is near the property and
- b. In Pella Fiber's sole judgement an adequate number of *customers* within the developed area will purchase communication *services* from Pella Fiber.

If in Pella Fiber's sole judgment unusual or extraordinary circumstances exist which make the provision of *services* at Pella Fiber's cost burdensome (unusually high cost, or *service* is expected to be temporary), Pella Fiber reserves the right to require an additional construction payment by the *customer*. Activation fees, as administered at the time of connection, may be applicable.

Facility Relocations

In those cases where the relocation of Utility facilities is mutually beneficial, the cost may be shared on a basis agreeable to the *customer* or property owner and the Utility. Only authorized employees may remove, cut, raise, or change any facilities belonging to the Utility. The *customer* or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

- a. Structural changes in a building that will result in Utility facilities being damaged, inaccessible or unsafe.
- b. Modifications for the convenience of a *customer* or property owner, which in the judgement of the Utility, does not result in mutual benefits.

3.0 Customer Service

3.1 Application for Service

Customers may obtain *service* from the Utility by visiting City Hall or at pellafiber.com. In order to protect against identity theft, one valid government issued photo identification must be presented prior to *service* activation. The application form shall include the *customer's* name, billing address, *service* address, telephone number, social security number, occupation and may include other information as necessary.

As soon as is 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.

3.2 Access to Customer's Premises

By submitting an application for service, you authorize us or our designees to enter 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 manage 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.

3.3 Installation

Installers bring the cable to the point in your home nearest our facilities and along the easiest route. 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.

3.4 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*. The fiber ONT should only be removed by Pella Fiber personnel as laser light is present. 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.

3.5 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*.

3.6 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 loss of revenue due to interruption of *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 by contacting Iowa One Call at 1-800-292-8989 or 811 or at 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. Service charges apply to connect, move, or change *service* and facilities according to the components of work required.

Service Charges May 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 the responsibility of *customer*.
- g. Change in account ownership.
- h. Service calls as a result of loss of power to the A/C outlet caused by a condition inside the home or apartment; i.e. tripped breaker, tripped GFI outlet, switched outlet, etc.

Non-Billable Service Calls

Service Call Charges do not apply for:

- a. Service calls 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*.

3.7 Customer Communications

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 Care & Billing (CC&B) Representative will attempt to determine the nature of the problem. If possible, the CC&B Representative will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CC&B Representative 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, 641-628-4173, 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 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. We pledge a prompt response at any time if an area of the system is experiencing technical difficulty.

Our CC&B Representatives 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.

3.8 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* 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
Account Number(s) 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 member of the Customer Service Team in person, by phone, in writing, or online. If the *customer* is not satisfied with the handling of the *complaint*, it may be pursued with the Customer Service Manager, and the Telecom Director in that order.

A written *complaint* may be filed with the *Governing Body* if the *customer* is not satisfied with the Telecom Director's handling of the *complaint*. If the *Governing Body* believes the *customer's complaint* warrants further attention, they may place the *complaint* on the agenda of the next regularly scheduled 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.

3.9 Personal Information Disclosure

Pella Fiber's Privacy Policy may be viewed at pellafiber.com or you may request a copy in person, by phone or by emailing the Customer Service Team. This policy, which is part of the Terms, explains how Pella Fiber treats your personal information and protects your privacy when you use the Services. You agree to the use of your data in accordance with Pella Fiber's Privacy Policy.

3.10 Customer Proprietary Network Information (CPNI)

The Federal Communications Commission (FCC) has adopted rules pertaining to the Customer Proprietary Network Information (CPNI) regarding records that Pella Fiber 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 Pella Fiber adheres to all FCC adopted rules regarding CPNI. A copy of the Pella Fiber CPNI Policy, which is part of the Terms, is available in person, by phone or by emailing the Customer Service Team.

4.0 Billing & Collections

4.1 Deposits

A deposit intended to guarantee partial payment of bills for *service*, which is determined by a credit check or existing utility account payment history, might be required prior to approval for communication *service*. A person other than the *customer* may pay the deposit. The deposit may be up to one (1) month of estimated *service* for new *customers*. Interest of 1.5% 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 five days written notice. The new or additional deposit may apply to, but is not limited to, a *customer* who makes three late payments in a twelve-month period 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 consecutive twelve-month history of on time payments. When an account is disconnected, the deposit will be applied to the final balance due. If there is a credit remaining after the balance due has been paid in full, a check will be issued. Any amounts less than \$5 will not be refunded.

4.2 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 Pella Fiber 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. 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:

- a. The charges for any Pella Fiber *services* incurred at the beginning and end of the billing period.
- b. The date telecom *services* were incurred.
- c. The account balance brought forward and amount of each charge for Pella Fiber *service*, sales tax, franchise fees, other charges, late payment charges and total amount currently due.
- d. 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. Pella Fiber may also assess other fees or charges.

You agree to pay all taxes, 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 Pella Fiber within three (3) business days. It will be billed to your account at its retail price until you have done so.

Pella Fiber may require *customers* who have past due accounts to bring their accounts up to date before ordering additional *services*. If past due accounts are not paid, *service* may be refused.

We urge that you contact the Pella Fiber Customer Service Team anytime you have questions about your *service*.

Bills may be paid by mail, at our drop box, in person at City Hall, by ACH or direct deposit through a bank or credit union, or through your online account using a credit card, checking account or savings account.

4.3 Late Payment Penalty

A bill shall be due and payable when rendered and shall be considered *delinquent* after twenty (20) days from the time it is rendered, on the 20th of each month. A bill shall be considered rendered by the Utility when deposited in the US 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 one (1) complete forgiveness of a late payment penalty in any twelve (12) month period.

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*.

4.4 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.

4.5 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 (6) month period, the Utility may require future payments by cash, credit card, or money order.

4.6 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 of an agreement or that *customer* already has a continued *service* agreement with Pella Fiber. 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 (6) months from the date of the default. Late payment penalties will still apply during the term of the agreement.

4.7 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 will not be issued.

Undercharges

The time period for which the Utility may back bill a *customer* for undercharges shall not exceed six months. If the recalculated bills indicate that \$5 or more is due, 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 *Governing Body*. If the recalculated bills indicate that \$5 or more is due a *customer*, a refund or account credit will be given for the full amount of the difference between the amount paid and the amount recalculated.

4.8 Voluntary Disconnections, Denials & 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 disconnection shall provide a minimum notice time to the Utility of one business day. With proper notification, no charges shall be made for permanent disconnection. Rental equipment must be returned within three (3) business days.

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 thirty (30) days. The maximum period is one hundred eighty (180) days during any twelve (12) month period. After 180 days, standard rates apply.

4.9 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 these *service* rules. A fee shall be charge 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 of the *customer* or prospective *customer* to furnish *service* equipment, permits, certifications, or right-of-way specified by the Utility as a condition of receiving *service*.

Written Notice – disconnection or denial for just cause

Any written notice mailed to a *customer* pursuant to Pella Fiber *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 US mail with postage prepaid. If delivery is by other than US 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 five (5) days after notice has been rendered.

4.10 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 utility bills and the non-payment processing fee shall be paid.

Procedures for Disconnection for Non-Payment

Service shall be discontinued for non-payment of bill or deposit when the Utility has made a reasonable attempt to affect collection. The payment due date, *delinquent* date and penalty, as well as the disconnection date will all be clearly listed on the billing statement. Additional payment reminders will be attempted as a courtesy by phone, email, or text will be made to the account contact between the due date and the disconnection date. The Utility will be prepared to reconnect within 24 hours. Additional fees to reconnect after business hours may be applicable.

In the event the account is not brought up to date within 60 days, the Utility will notify the account holder of the initiation of collection procedures and will report the non-payment to a credit agency.