

CHAPTER VII. CUSTOMER SERVICE

SECTION I. APPLICATION FOR SERVICE

7-1-1 DEFINITIONS.

1. CUSTOMER

A customer of SUB is an individual, partnership, corporation, firm or other legal entity that is supplied with utility services by SUB and contracts with SUB for services by applying for service. In the case of residential units, all tenants named in rental and lease agreements who maintain the served property as their primary residence, shall also be considered customers. Multiple customers at one location are jointly and severally responsible for services rendered. The person who starts the application will be the primary customer on the account.

Names of all customers (as defined in the paragraph above) at a location shall be entered onto the billing record of an account.

Boarding, lodging, rooming houses or group care facilities shall be considered residential services if not more than five (5) private sleeping rooms exist for use by other than members of the customer's family. A boarding, lodging, or rooming house means a residential building that advertises as a boarding, lodging, or rooming house, or is a licensed place of business with rooms available for rent or lease – all for periods of a minimum of 30 days or more.

Living units used jointly for both domestic and business purposes shall be considered residential services, if more than 50 percent of the square footage of all enclosed structures served are devoted to domestic use.

Electricity and water utility services are provided to serve structures, places or things without regard to individual occupants; however, rate schedules are applied according to use and occupancy classifications, i.e., residential, general service (GS-1 and GS-2), street lighting, fire protection service, etc.

If several buildings are occupied and used by a customer in the operation of a single business, the customer may obtain utility service for the entire group of buildings through one service connection at one point of delivery. However, the management of more than one building by a property management agency shall not be considered as the operation of a single business.

If such a group of buildings is separated by a public street, highway or alley, the customer may be served through one service connection by securing the necessary permits from the governmental agency having jurisdiction thereof and by paying the costs of installing and maintaining such utility materials and equipment necessary to accept delivery of electricity and water services at one point of delivery. SUB shall not be responsible and the customer shall assume all liability for loss or damage to life or property resulting from customer-owned, installed and maintained facilities on, adjacent to or connected to SUB's facilities.

The customer shall furnish, own and maintain all materials and facilities required to distribute electricity and water beyond the point of delivery to points of use on the customer's property. SUB-owned facilities, such as metering located beyond the point of delivery, shall be maintained by SUB.

SUB shall not serve two or more residences through one meter except as noted below.

Two or more households (such as apartments and duplexes) presently served through one meter shall be served at the general services (GS-1) rate. Two or more households shall not be considered as single residential use, unless individually metered.

Customer definition by class of service for rate application purposes shall be according to the applicable section of the various rate schedules under which SUB provides utility service.

When one meter serves two or more residences, or two or more households, or two or more businesses, all charges shall be billed to the owner in each case. The owner assumes full responsibility for payment of such charges.

2. APPLICATIONS FOR SERVICE - Residential and Commercial:

All people wishing to use SUB electricity and/or water services for residential or business purposes are required to make proper application for service. Utility service is any water or electricity service offered by SUB to any of its customers. This may include, but is not limited to, water consumption, electricity consumption, hydrant permits, construction work/maintenance work, or private facility repair. SUB reserves the right to discontinue services without notification at any location where SUB has not received an application for service in the form required by SUB.

An application may be taken over the telephone, although, at the discretion of SUB, it may be required that the customer appear personally at SUB's main office to produce identification, and/or written evidence of ownership, legal entitlement to possession or occupancy, and provide a signature on the service application.

If a landlord/property owner has an outstanding debt, service may be refused to any new tenants at any of the owner's properties until the outstanding debt(s) is paid in full.

Landlords may be required to produce written verification of all parties residing at the service location to the extent known or agreed to. Failure of owners to produce written verification when requested, within five days, may result in utility services remaining in the owner's name and owners shall be responsible for payment of the services. Any indication of falsification of rental lease agreements or giving false information by the owner/landlord may result in services being disconnected and/or left in the owner's name.

Applications shall contain enough information to positively identify the applicant and shall be subjected to a credit search to confirm the credit-worthiness of the applicant.

Applicants shall be required to comply with SUB policies regarding deposits.

The application shall not be regarded as a contract for SUB to provide services until requirements contained in this policy have been satisfied.

SUB does not guarantee initiation of service the same day the service order is received. However, service will normally be connected by 5 p.m. the first working day following the request if the customer so desires.

Customers as defined herein and who have made proper application shall continue to be considered as customers by SUB until it has been substantiated to SUB's satisfaction that the customer is no longer using SUB service at that location. Customers shall be responsible for all billings for service rendered until such time as the customer or landlord notifies SUB to terminate service, or SUB has substantiated that the customer is no longer using service at that location. SUB will need one business day's notice to stop/start service.

Acceptance of service, with or without a written application shall be subject to compliance with SUB's policies and procedures.

Any customer accepting delivery of electricity or water services and any record owner of property shall be responsible for all SUB property. Specifically:

- A. It shall be the party's responsibility to install the electrical meter socket or water meter in a location free from the possibility of tampering.
- B. Electricity and water meters shall be located on the exterior of the buildings, and it shall be the party's responsibility to provide a continuous and accessible service entrance to the meter.
- C. No party including the owner of record shall permit any person to connect or disconnect service without approval of SUB.
- D. No party shall receive any water, telecommunication services, and/or electricity from SUB facilities without proper authorization.

Utility service shall be provided only on the terms, rates and conditions established by SUB under this policy as well as the termination of service policy, credit and deposit policy and all other policies adopted by SUB. The customer acknowledges and accepts these terms and conditions in the utilization of SUB electricity and/or water service and in so doing, is totally responsible for payment of such service(s). Application for service may be denied for the following reasons until situation is resolved:

- A. A person had or has an outstanding balance owed to SUB for service rendered in the past.
- B. A deposit is required.
- C. SUB is not able to verify their identity.
- D. Unsafe condition existing at the service location.
- E. A person does not provide proof of residency (i.e., a rental agreement or homeowner papers), if required.
- F. Services are required to stay in the owner's name when a meter serves more than one location.

Failure of a customer to comply with terms of this policy shall be cause for immediate discontinuance of service.

SUB will, upon customer request, provide one electric/water utility lock out/lock in per customer per calendar year at no charge. Any further connects or disconnects that are requested by the same individual customer during a calendar year will be charged to the customer at the current reconnect charge.

Billings shall be effective from the date SUB is requested to start service, or the date of the commencement of customer occupancy or responsibility, whichever occurs first.

7-1-2 SECURING COMMERCIAL AND INDUSTRIAL ACCOUNTS. All applicants for commercial or industrial utility service(s) are required to secure their accounts as set forth below:

A security option may be required before services if determined by SUB. If the security option is not required before services, new accounts shall have up to twenty (20) business days from the date of the notification notice to select an appropriate security option. In the event the applicant fails to select a security option within (20) days, the applicant will be deemed to have selected the deposit option set forth herein.

In addition to requiring security for new accounts, SUB may require a deposit, an additional deposit or a surety bond at any time a commercial or industrial account appears to have a pattern of delinquency or appears to be a demonstrated credit risk.

All security options shall be held for a minimum of five years or until the account closes (whichever occurs first). Security may be held more than five years if there is an unsatisfactory payment history or there appears to be a demonstrated credit risk during the most recent 12 months.

In the event the applicant refuses to fully complete the application for service, SUB, in its sole discretion, may refuse to provide service, require the payment of a deposit or require that the applicant provide a surety bond.

The following security options and conditions are available:

1. Deposit and surety bond options are available for all accounts.
2. A guarantee option is available to qualified accounts when a qualified responsible party signs a letter of personal guarantee.

Security options shall be subject to the following compliance criteria:

Deposit

1. Deposits shall be equal to a two-month average bill or a flat \$250, whichever is greater, unless extenuating circumstances indicate a larger deposit is necessary to protect SUB.
2. SUB shall pay simple interest on all commercial or industrial account deposits. The rate of interest shall be the rate that SUB's current financial institution is paying on idle checking account funds as of December 15 of the preceding year.
3. Accumulated interest shall be credited to the account annually unless the account closes, at which time interest will be credited on the final bill.
4. After deposit requirements are met, SUB shall credit the deposit (plus interest) to the account.

Surety Bonds

Surety bonds in a form approved by SUB's legal counsel may be provided in the amount as set forth under the deposit security option.

Personal Guarantee

New accounts may be secured by a personal letter of guarantee signed by qualified, responsible party/parties if the following conditions are met:

1. If the personal guarantor has had any history with SUB, they must have a good payment history.
2. Responsible parties are individual owners, corporate presidents or partners of the same legal entity with satisfactory personal credit history. Satisfactory personal credit history shall be defined as a Credit Bureau report with no adverse information including, but not limited to, slow payments, repossessions, collections, judgments or liens.

The account(s) has to maintain a continuous good payment history or the personal guarantee may be terminated by SUB and instead a deposit or a surety bond may be required by SUB. If the personal guarantor is no longer a responsible party on the account(s), SUB will require that the customer choose a new security option.

7-1-3 RESIDENTIAL DEPOSITS. Deposits will be charged to residential accounts if one of the following conditions exists:

1. SUB's credit reporting agency evaluated the primary customer's credit history and determined a deposit was required.
2. SUB's Credit reporting agency was unable to assess the primary customer's credit history or the primary customer declined to have their credit risk determined by SUB's credit reporting agency.
3. The customer(s) has demonstrated credit problems.
4. There is a history of tampering.

On accounts with no prior utility bad debt and/or history of tampering, SUB will hold the deposit until the customer demonstrates 12 consecutive months of good payment history. On accounts with a history of prior utility bad debts and/or history of tampering, SUB will hold the deposit until the customer demonstrates 24 consecutive months of good payment history.

If the deposit on an account has been held for the required 12 or 24 months, and the account has not had any delinquent notices in the most recent 12 or 24 months, the deposit may be applied to the account.

If the primary customer moves from SUB lines, the deposit will be applied to the closing bill balance and any existing balance from the deposit will be forwarded to the primary customer.

When a primary customer moves, but is still on SUB lines, the deposit will be transferred to the account at the new location.

A deposit will normally be collected before service is provided. At any time, a deposit may be charged or increased if there is a pattern of delinquency or a demonstrated credit risk.

7-1-4 RESIDENTIAL DEPOSIT WAIVER. Residential deposit requirements may be waived if one of the following conditions is met:

1. The primary customer receives an eligible credit rating from SUB's credit reporting agency.
2. The customer obtains another residential SUB customer(s) who has been with SUB for the past two years with no adverse credit experience during the most recent twelve (12) months, who agrees to co-sign for responsibility on the account.
3. The primary customer was on SUB lines within the past year and has demonstrated a good payment record during the most recent twelve (12) months.

SECTION II. BILLING

7-2-1 BILLING. All rate schedules are based on a billing period from 27 to 33 consecutive days. Reference to one month's service in the rate schedules relates to the billing period that, in all probability, is not a calendar month. SUB reserves the right to read meters and present bills for longer or shorter periods.

Rate schedules are applied to locations according to use and occupancy at the time of application. Rate schedule assignments cannot be changed unless there is a lasting change in use or occupancy. Should the use and/or occupancy of a location undergo a change that involves conversion to another rate schedule, the customer shall notify SUB and SUB will determine the applicable rate schedule. Payment of the bill shall remain the responsibility of the owner, lessee, or property management agency involved.

In the case of opening bills, the electricity and water consumption shall be billed in the regular billing period sequence, except that any opening bill may be billed immediately at the discretion of SUB.

SUB reserves the right to estimate usage for a particular month if for any reason the meter reader is unable to gain access to the meter, or is unable to read the dial.

7-2-2 CUSTOMER BILL ADJUSTMENTS. Customer bills for electricity and water may be adjusted (refunds or billings) for up to a period of two (2) years from the date of billing if the need for a billing adjustment can be documented in absolute terms. The adjustment will be based on actual charges, as supported by the policies, rate structures, etc., in effect at the time the charges were collected or should have been collected. Bills subject to adjustments could be generated from monthly user fees, from periodic work, or from sale of products or materials. This procedure specifically excludes tampering or theft of services.

Personnel in the Water or Electric Operations Divisions and the Billing Department shall jointly decide the appropriateness of the billing adjustment. There will be no interest paid or collected on these adjustments.

The adjustment shall appear on the customer's regular bill. If the amount to be credited is greater than an average of three (3) months total electric and water billings, a separate check may be issued at the customer's option. For charges greater than an average of three (3) months' billing, satisfactory payment arrangement shall be discussed with the customer service supervisor/manager.

If the adjustment involves consumption of water or electricity, the bill may be estimated, based on historical usage.

This policy specifically does not include sewer adjustments. Sewer adjustments shall be determined by the City of Springfield.

Appeals to the billing adjustment shall follow the hearing procedures identified in the termination procedures.

SECTION III. AVERAGE PAYMENT PLAN

7-3-1 AVERAGE PAYMENT PLAN. The Average Payment Plan (APP) is designed to help customers cope with fluctuations in their monthly utility bills.

The Average Payment Plan recalculates the billing each month by averaging the last 12 months' usage over an 11-month period.

Eligibility. Any customer who meets the following criteria is eligible to apply for the Average Payment Plan during the annual designated sign-up month/months.

1. Residence at the current address for at least 12 months. This is the minimum amount of consumption history needed to calculate billings on the APP.
2. No arrears owing on the account.

A customer may be removed from the APP if s/he misses more than two monthly payments. Removal is not automatic. The Customer Service Department will review the delinquent accounts and determine whether removal is necessary.

SECTION IV. IDENTITY THEFT PREVENTION

7-4-1 SUMMARY.

In order to be in compliance with the Fair and Accurate Credit Transactions Act of 2003 (FACT Act, aka FACTA), SUB has created an Identity Theft Prevention (ITP) Committee. The ITP Committee is responsible for the creation and

implementation of an Identity Theft Prevention policy at SUB that will identify, detect, mitigate, and update red flags that signal the possibility of identity theft in connection with the opening of a covered account or any existing covered account.

7-4-2 DEFINITIONS.

1. COVERED ACCOUNT

A Covered Account is an account that SUB offers or maintains, primarily for personal, family or household purposes, that involves or is designed to permit multiple payments or transactions and any other account that SUB offers or maintains for which there is a reasonably foreseeable risk to customers or the safety and soundness of SUB from identify theft, including financial, operational, compliance, reputation, or litigation risks.

2. IDENTITY THEFT

Identity Theft is a fraud committed or attempted using the identifying information of another person without authority.

3. RED FLAG

A red flag is a pattern, practice, or specific activity that indicates the possible existence of identity theft.

7-4-3 IDENTITY THEFT PREVENTION POLICY.

The ITP Officer, with assistance from the ITP Committee, is responsible for developing appropriate written procedures and internal controls to assure compliance with the FACT Act.

Under this policy, SUB will:

- Respond to fraud and active duty alerts
- Properly store and dispose of consumer report information
- Provide information to victims of identity theft
- Properly handle notice of identity theft
- Respond to any notification received from identity theft, to prevent refurbishing blocked information
- Truncate all but the last 4 digits of a debit or credit card
- Provide an oral, written, or electronic notice to those who receive less favorable terms
- Comply with guidelines adopted by the FTC for use when furnishing information to a Credit Reporting Agency (CRA) regarding the accuracy and integrity of the information relating to consumers that such entities furnish to CRAs

- Provide the required notice and credit scores
- Provide the notice regarding negative information
- Take appropriate action when SUB receives a notice of discrepancy in the customer's address
- Comply with the red flag guidelines
- Protect medical information

7-4-4 IDENTITY THEFT.

Financial identity theft occurs when someone uses another consumer's personal information (name, social security number, etc.) with the intent of conducting multiple transactions to commit fraud that results in substantial harm or inconvenience to the victim. This fraudulent activity may include opening or maintaining accounts with counterfeit checks, establishing credit card accounts, establishing a line of credit, or gaining access to the victim's accounts with the intent of depleting the balances.

7-4-5 COMPLIANCE WITH THE FACT ACT.

SUB complies with the FACT Act by:

1. Defining actions to be taken for each of the red flags which relate to the opening of new accounts and the monitoring to existing accounts.
 - A. The ITP Committee will develop procedures designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or any existing covered account.
 - B. In an effort to ensure proper detection of any red flags, all customers (consumers) must provide at least the following information/documentation before any new covered account will be opened:
 - 1) Full Name
 - 2) Date of birth (individual account)
 - 3) Previous and current address
 - 4) Identification:
 - a. Taxpayer Identification number (Social Security Number for an individual or Employer Identification Number for a business) OR

- b. Government-issued unexpired photo identification presented in office such as:
 - (i) A state-issued driver's license or ID-Card
 - (ii) A government-issued passport
 - (iii) An alien ID card
 - (iv) Another form of government-issued ID evidencing nationality or residence
- 2. Preventing, Detecting and Mitigating Breaches in Security.
 - A. The ITP Committee will develop procedures designed to detect, prevent and mitigate breaches of security.
- 3. Responding to Notices of Address Discrepancies.
 - A. SUB will furnish a confirmed address to the consumer reporting agency (CRA) under the following conditions:
 - 1) SUB can form a reasonable belief that the customer report relates to the customer in SUB's records.
 - 2) The customer under review is a current customer with an active account.
 - 3) The request involves a customer opening a new account.
 - 4) CRA provides the request in writing.
 - 5) SUB has established a relationship with the CRA.
 - B. Confirmation of address will be provided by SUB to CRA in writing within 14 days of request.
- 4. Providing Designated Employees with Identity Theft Prevention Training.
 - A. The ITP Committee will develop a training plan to train designated employees on a need-to-know basis according to job responsibilities. The Committee will also develop an ongoing training schedule to ensure employees are kept up-to-date on new issues and develop a system to document training.

5. Proper Handling of Reports of Suspected Identity Theft.
 - A. When a customer suspects identity theft, they must notify SUB in writing, completing the Federal Trade Commission (FTC) Affidavit. Instructions for completion are a part of the form.
 - B. Customer must submit a copy of the FTC Affidavit with a police report.
 - C. Customer Service staff will make a copy of the customer's photo ID and record the receipt of the documents.
 - D. Copies of the FTC Affidavit, police report and photo ID will be submitted to the Customer Service Manager to ensure reporting to proper organizations.

6. Conducting Information Technology Audits to Monitor Risk for Identity Theft.
 - A. The ITP Committee will develop a program checklist to audit and evaluate internal and external identity theft risk in information technology security.

7. Ensuring the Confidentiality of Medical Records.
 - A. SUB will treat all medical information pertaining to the customer as confidential.
 - B. Medical information is information or data, whether oral or recorded, in any form of medium, created by or derived from a healthcare provider or the consumer that relates to:
 - 1) The past, present, or future physical, mental, or behavioral healthcare of an individual;
 - 2) The provision of healthcare for an individual; or
 - 3) The payment for the provision of healthcare for an individual.
 - C. Medical information will not be used in the determination of a customer's eligibility for services.
 - D. SUB will not release medical information to third parties.

- E. Rescue squads, government entities that require the location of citizens on ventilators for planning purposes, will be provided information upon the written permission of the customer.
8. Disposal of records under protective procedures.
- A. SUB will collect and protect documents and data until the time of destruction.
 - 1) Paper including faxes: The exposure of customers' secured information in the office will be monitored by the ITP Committee. Examples are shredding any documents containing secured information before disposal and locking documents in secured storage until disposal time.
 - 2) Electronic records will be erased.
 - 3) CDs will be broken.
 - B. SUB will maintain records of data destruction to include content, date and method of destruction.
 - C. The destruction of records will be scheduled in intervals of no longer than a month in order to minimize possible exposure of information as well as excess storage of records.
9. The ITP Committee shall meet annually to review any new regulations or criteria in the FACT Act and make any necessary changes to the rules and procedures created to detect, prevent, and mitigate identity theft. The ITP Committee shall include a designated employee at the level of senior management.

SECTION V. TERMINATION

7-5-1 TERMINATION OF ELECTRICITY AND WATER SERVICE. SUB, a municipal utility, is responsible for providing electricity and water utility services within the city of Springfield.

The customers of SUB have the responsibility to pay for service(s) received. It is also the customer's responsibility to contact SUB's Customer Service Department as soon as the customer becomes aware of a payment problem.

Cause for Termination of Services

Services shall be subject to termination provided one of the following applies:

1. The customer fails to pay charges as they become due.
2. The customer fails to contact the Customer Service Department to make satisfactory payment extensions/arrangements prior to the due date indicated on the customer's past due notice.
3. The customer issues a check for a delinquent charge and their bank does not honor the payment.
4. The customer had a bad debt owing to SUB.
5. The customer's health jeopardy application has expired and account is in termination status.
6. The customer provides false identification and/or information.
7. Dangerous or emergency conditions exist at the customer's premises.
8. The customer does not provide reasonable access to the meter or other service equipment.
9. Tampering has occurred, as set forth in Section VI, 7-6-1, of this policy.
10. Cross Connection Violation exists (per SUB Policy 5-2-1 Cross Connections).
11. Code Violation has occurred—Upon SUB's receipt of notice from the governmental agency having jurisdiction thereof to disconnect service because a code violation exists, service will be discontinued without written notice, but with reasonable effort to make personal contact with the customer before service is disconnected. This policy relates to, but is not limited to, federal, state and appropriate local codes affecting utility service.

Prior to the termination of services for non-payment, the following actions shall be taken by SUB:

1. Prior to the termination date, as determined by SUB, a past due notice shall be mailed to the customer. The notice shall be written in clear, understandable language and shall include the following information:
 - A. Amount past due.

- B. Date which past due amount must be paid or satisfactory extensions/arrangements made.
 - C. Reason for termination.
 - D. Additional charges which the customer will be required to pay if payment is not received on or prior to the due date on the past due notice.
 - E. A summary of the customer's rights and remedies as set forth in this policy.
2. Personal Contact. If customer has not made payment or satisfactory payment extensions/arrangements with the Customer Service Department by the due date on the past due notice, SUB will attempt personal contact either by phone or a 24-hour notice will be left in a conspicuous place at the service address. This personal contact will take place at least 24 hours prior to service disconnection.

Service may be terminated without a 24-hour courtesy call/written notice if any of the following conditions exist:

- A. A customer made specific payment extensions/arrangements with the Customer Service Department to avoid disconnection of service and the extensions/arrangements were not kept.
- B. The customer issued a payment to avoid disconnection of service or to reconnect service and it was not honored by the financial institution.
- C. Proper termination notification has been given immediately prior to moving to a new active service location and a delinquent bill is still outstanding.
- D. Service has been disconnected at a prior service location for non-payment and the customer has moved to a new location where utility services are active.
- E. The customer has not complied with immediate deposit requirements and is residing at an active service location.
- F. Tampering has occurred, as set forth in Section VI, 7-6-1, of this policy.

- G. Dangerous or emergency conditions exist at the customer's premises.
- H. The customer does not provide reasonable access to the meter or other SUB property/equipment.

Right to Appeal

1. Customers have the right to discuss proposed termination of service or bill adjustment through the Customer Service or Billing Departments prior to the date of termination. The discussion may be made by telephone or in person during SUB's Main Office working hours.
2. Appeals. The customer may appeal the proposed termination of services or bill adjustment. The request for a hearing must be made in writing to SUB's General Manager no later than two (2) working days after the due date on the past due notice.
 - A. Request for hearing. The request for a hearing must include: the name and address of the customer and the nature of the dispute.
 - B. Appeal Procedure. The General Manager or his or her designee will serve as the Hearings Officer. The Hearings Officer will notify the customer of the hearing date. The hearing will be scheduled within five (5) working days following the request for a hearing.

The customer will be given the first opportunity to present information, witnesses, and relevant documentation regarding the dispute. The customer may be represented by a third party. The representative of the Customer Service/Billing Department will then present information, witnesses, and relevant documentation to support the Department's position.

The Hearings Officer will allow the customer and the Customer Service/Billing Department representative to respond to information, witnesses, and documentation presented. The Hearings Officer may also request additional information from either or both parties.

The Hearings Officer shall provide the decision to both parties in writing within two (2) working days. Failure of the customer to comply with any payment arrangements within the time specified therein may constitute cause for immediate termination of service without further contact with the customer. The Hearings Officer's decision is a final decision.

Remedies

1. Extensions. The Customer Service Department may grant limited extensions to all customers. The terms of a limited extension shall normally require that all past due balances as shown on the bill be paid before the agreed upon termination date.

Terms of the extension shall be at the discretion of the Customer Service Department.

Failure of the customer to pay as agreed shall be cause for immediate termination of service without further contact.

2. Referrals. Customers who are not able to pay their bills may, as a service of SUB, be referred to an appropriate social service agency for assistance. The postponement of termination may be extended upon request from the social service agency if the date requested is within a reasonable period of time, as approved by SUB. If no acceptable solution is reached, termination will proceed in accordance with policy.

Special Consideration / Health Jeopardy

1. This policy is intended to support the eligible customer as s/he develops long-term financial alternatives to support regular payment of utility bills.

SUB's past due notice shall provide information that those customers who desire special consideration must register with the Customer Service Department if termination of service would jeopardize their health or the health of a member of the household.

Special consideration under this policy means that for a period of up to six months SUB will not terminate service to any residential customer who qualifies for health jeopardy consideration under the rules herein.

A customer submitting a health jeopardy form is not excused from paying for utility services. Customers seeking consideration under this policy are required to enter into a written time-payment agreement with SUB prior to receiving this special consideration.

If a health jeopardy customer fails to enter into a written time-payment agreement or fails to abide by its terms, SUB will disconnect service after providing notice in advance of disconnection for nonpayment in accordance with SUB's policies and procedures.

Time-payment arrangements in effect when a health jeopardy form

terminates remain in effect for the balance then owing. The terms of the health jeopardy time-payment plan continue to apply to the arrearage accrued during the disability.

SUB will not terminate service to any residential customer who qualifies for health jeopardy consideration under the rules herein. The Customer Service Department will require a customer to submit written certification from a Qualified Medical Professional stating how the physical health of an occupant at the service address will be affected by service disconnection. "Qualified Medical Professional" means a licensed physician or nurse practitioner/physician assistant authorized to diagnose and treat the medical condition described without direct supervision of a physician. Due to possible delay in receipt of such documentation, the customer may be required to identify a Qualified Medical Professional so the Customer Service Department can telephone the health provider and confirm the health condition and forthcoming health jeopardy form. At its option, the Customer Service Department may require that the customer renew the documentation periodically. SUB may also require proof of occupancy and/or information about other occupants of this household, which may affect payment arrangements or service limitations.

In the case of sudden illness, or an unusual situation in which termination of service would pose a health jeopardy, the service will not be terminated for at least three (3) SUB work days to allow time for a Qualified Medical Professional to document the condition of the customer or member of the household. Additional time may be allowed if it is deemed necessary by SUB.

SUB reserves the right to limit the amount of power provided to a health jeopardy residence on an ongoing basis, as long as the restriction meets the utility requirements prescribed by the Qualified Medical Professional.

If a health jeopardy form is not submitted in compliance with this rule, SUB may disconnect service after providing notice to the customer, in accordance with SUB's disconnection policies and procedures.

SUB will verify the accuracy of a health jeopardy form with the applicant's health provider. If SUB determines a customer does not qualify, or no longer qualifies for health jeopardy, SUB will terminate the service of the customer in accordance with SUB's disconnection policies and procedures.

General Provisions

1. Customers may designate a third party to receive a copy of the termination notice described in this policy.

2. A customer's service shall not be terminated on a SUB non-work day or the day preceding a SUB non-work day, except in exigent circumstances.
3. SUB may not terminate electricity service for non-payment when it determines that unusually cold temperatures exist.

7-5-2 MAINTAINING ONE UTILITY SERVICE AFTER DISCONNECTION. This policy is to clarify what action SUB will take when it becomes necessary to disconnect services to comply with SUB's termination of service policy.

On the day of disconnection, the electricity service will be disconnected at the meter, or if tampering is suspected, disconnection could be made at the pole or transformer. Water service is subject to disconnection at the same time the electricity service is disconnected but, at the option of SUB, it may be deferred. If the customer has not paid the entire outstanding SUB bill and related charges, then the water service will also be terminated if currently connected after the next bill statement is mailed and appropriate personal contact is completed per the termination policy Section V.7-5-1.

Customers with past due balances on one service and no past due, or have a credit balance, on another service of their bill, may be subject to disconnection of the past due service after proper termination notification, if adequate payments are not made on the past due portion of their bill.

Upon appropriate notice to SUB, the customer has the option of paying either the electricity use portion of his/her bill and related disconnection/ reconnection charges or the water use portion of his/her bill and related disconnection/ reconnection charges, thereby maintaining that particular utility service.

If the customer elects to maintain just one portion of the utility service s/he will be advised that the outstanding sewer charges, if applicable, are due and payable along with the appropriate water or electricity portions of the outstanding bill. Nonpayment of the outstanding sewer charges, if applicable, will result in the City having the option, through existing authority, to put a lien against the property as allowed under Chapter 3, Article 3 of the Springfield City Charter and Oregon Revised Statutes 224.220 and 454.225.

SECTION VI. TAMPERING OR THEFT OF SERVICE

7-6-1 TAMPERING OR THEFT OF SERVICE.

Property: For the purpose of this policy, property is defined as, but not limited to, all meters, instrument transformers, service connections, fire hydrants, valves and other equipment furnished the customer by SUB.

Tampering: For the purpose of this policy, tampering is defined as, but not limited to: any unauthorized breaking of a meter seal; placing of a foreign object in a meter; breaking of a meter glass; painting over of a meter; reconnecting discontinued service; taking of water from a fire hydrant or water system; or any other act which alters the primary function of SUB.

Theft of Service: Theft of service is the unauthorized use of water, electricity, telecommunication, or other SUB property. Theft of service includes: using any unmetered water or electricity, using water from fire hydrants without a permit, using water from a fire protection system for non-firefighting purposes including intentional excess use without paying development connection charges and/or standard customer charges.

Remedies: In the event that any SUB property is taken through theft of services or is tampered with as defined in this policy herein, SUB shall:

In the event of tampering, service(s) may be disconnected without notice to the customer/owner. In addition, SUB shall have the option to install a steel security-locking ring upon its property at the expense of the customer, and impose the following charges against the customer's account:

- A. Tampering and Theft of Service Minimum Charge established by current rate schedules;
- B. A deposit or additional deposit;
- C. Any extenuating costs incurred by SUB.

At SUB's option, full payment associated with the costs of tampering may be required before service is restored.

Effect of Discontinuance of Service

1. The discontinuance of service by SUB for any cause as stated in this policy does not release the customer from any obligations to SUB for accrued services, charges, or bills.

2. The policies and procedures herein stated do not affect or limit rights of SUB under the State of Oregon Theft-of-Services Statutes, ORS 164.125.
3. The policies and procedures herein stated do not affect or limit rights of SUB under the uniform fire code, local city ordinances, or small claims court.

Liability: SUB shall not be responsible for injury, death, or damage to any property, person or persons who tamper with SUB metering equipment or service lines.

SECTION VII. PROPERTY AGREEMENTS

- 7-7-1 PROPERTY AGREEMENTS. Owners may sign a Courtesy Connect Agreement with SUB indicating that they wish service to be continued between tenants with continued service billed to the property owner. In the absence of a property agreement, SUB reserves the right to disconnect the service and/or SUB reserves the right to suspend the Courtesy Connect Agreement

SECTION VIII. METER TESTING

- 7-8-1 METER TESTING. SUB will perform comprehensive in-shop accuracy tests on water and electricity revenue billing meters:
1. On the initiative of and/or at the discretion of the respective departments;
OR
 2. Upon receipt of a "Technical Services Request" when initiated by SUB's Billing Inquiry Coordinator and signed by the person(s) financially responsible for the revenue billing account of that meter, but not more often than once each two years.

Costs: Real time (service call and shop), materials cost of the removal, testing, recalibration if appropriate, and reinstallation of the meter will be borne by SUB. However, should the tested meter prove to be within legally acceptable limits of accuracy, the aforementioned costs will be itemized and allocated to the billing account belonging to that meter. In either case, should SUB's decision on the validity of its test be challenged, any additional costs incurred for additional independent certification and/or duplication of testing will be levied to the revenue billing account.

SECTION IX. CUSTOMER SERVICE FEES AND CHARGES

7-9-1 CUSTOMER SERVICE FEES AND CHARGES. Following is a list of fees and charges, effective March 14, 2018, imposed by SUB in addition to rates for utility services. Some fees may be increased if there are additional meters on the account. See Customer Service Fees and Charges definitions at the end of SECTION IX.

Residential Minimum Deposit—One Electric Meter <u>and</u> One Water Meter	\$225.00
Residential Minimum Deposit—One Electric Meter Only <u>or</u> One Water Meter Only	125.00
Commercial Minimum Deposit	250.00
Account Processing Charge	15.00
Late Fee	10.00
Collect at the Door	15.00
24 hour Notice Fee	15.00
Disconnect Service Charge per meter	25.00
Reconnect Service Charge (during business hours) per meter	25.00
Disconnect Obstruction Fee	100.00
After-hours Charge (non-working hours)	175.00
Tampering and Theft of Service Minimum Charge	350.00
Repeated Tampering and Theft of Service Charges	100-500/day
Access Charge—after two months	15.00
Access Charge—after three months	20.00
Returned Item Charge	25.00 or as amended by lender, whichever is higher

Backflow Test Billing Service Fee 4.50

(This fee is only applicable to SUB ratepayers who choose to participate in the Backflow Prevention Program, and is added to the cost of a backflow test, which is performed by an independent contractor.)

- No additional service fee charged, if backflow retest needed.

Meter/Assembly Equipment Deposit: \$2,000.00 (refundable after deduction of any costs, fees, and charges in addition to the standard fees set forth below)

Hydrant Permit Fee:	\$150.00/hydrant
Equipment Rental Fee:	\$100.00/month
Water Usage Charge:	\$6.36/unit

1. SUB Water Division will add additional charges to the above standard fees for extra ordinary personnel time, after hours work, or requirements for extra equipment.
2. If applicant changes the hydrant location, moves any equipment without SUB's permission or uses water without authorization tampering charges will be enforced at a minimum of \$350 for the first occurrence, and \$100-500/day subsequent charges thereafter.
3. Applicant shall pay 100% of replacement cost for parts and labor for any damage or loss to equipment or facilities.
4. Fees would be applied to each new permit (location), if an existing permit holder wants the meter/backflow assembly moved to another hydrant, then a new permit is issued and all fees would apply.
5. If damage is found upon removal and inspection of the hydrant meter/assembly or water facilities, applicant's meter/assembly equipment deposit will be applied to damage costs and to all outstanding fees and charges. Any meter/assembly equipment deposit left after payment of such costs, fees, and charges will be refunded to the applicant.

DEFINITIONS OF CUSTOMER SERVICE FEES AND CHARGES:

Residential Minimum Deposit – One Electric Meter and One Water Meter: The minimum deposit amount charged to accounts with one residentially rated electric meter and one residentially rated water meter.

Residential Minimum Deposit – One Electric Meter Only or One Water Meter Only: The minimum deposit amount charged to accounts with one residentially rated electric meter or one residentially rated water meter.

Commercial Minimum Deposit: The minimum deposit charged to accounts with commercially rated meters, regardless of services or quantity of meters.

Account Processing Charge: All new accounts or existing accounts adding additional services or transferring services to a new location receive this non-refundable charge, except in the following cases:

1. Accounts for owners of rental properties who have an approved Courtesy Connect Property Agreement in place;
2. A service order for a new meter set; or

3. A service order due to an account previously responsible by two customers, when a new account is then opened at the same location in just one of their names.

Late Fee: The fee charged when an account is late on the required payment and/or reaches the disconnect process.

Collect at the Door Fee: The fee charged when the field representative is at the location due to a disconnect order and the late payment is made or has been made to avoid the disconnection.

24-Hour Notice Fee: The fee charged if a 24-hour notice is delivered by field personnel to the location prior to disconnect.

Disconnect Service Charge per meter: The charge billed for each meter disconnected for non-payment.

Reconnect Service Charge: The charge billed for each meter reconnected after being disconnected for non-payment.

Disconnect Obstruction Fee: The fee charged to an account when a disconnection, reconnection, or change of service by field personnel is obstructed by someone at or responsible for the address.

After-hours Charge: An after-hours charge will be levied to customers requesting service connections during non-working hours.

Application for services must be completed during SUB's main office hours. SUB needs one business day to establish an account and schedule a connection of services. A new customer who has completed the application during office hours can get services connected after hours on the same day if they pay the after-hours charge. This will need to be scheduled with the Customer Service Department.

Tampering and Theft of Service Minimum Charge: The charge billed to an owner/responsible party for an individual occurrence of tampering and/or theft of service. Costs from extensive damage, loss, or labor may be billed as an additional amount as determined by SUB.

Repeated Tampering and Theft of Service Charge: If tampering or theft of service continues after notice has been given from SUB to the property owner/responsible party, a separate violation is deemed to occur on each calendar day the tampering or theft of service continues, and a separate tampering and theft of service charge may be imposed by SUB on the owner/responsible party. After five (5) separate tampering or theft of services

occur at one site in the same calendar year, the tampering or theft of service charge shall increase from \$100 to \$500 per calendar day.

Access Charge – after two months: The charge assessed when a meter reader is unable to gain access to read the electric or water meter (e.g., locked gates, pets, etc.), after initial warning.

Access Charge – after three months: The charge assessed when a meter reader is unable to gain access to read the electric or water meter (e.g., locked gates, pets, etc.), after second warning.

Returned Item Charge: The fee charged to an account when an item submitted for payment is returned to SUB as unpaid by the financial institution.

SECTION X. PLANNING SERVICE FEES

7-10-1 PLANNING SERVICE FEES. SUB Electric and/or Water divisions will provide utility planning services for a variety of land use actions proposed by a customer for a fee. The fee may be collected by either division when utility resources are required to provide planning services/information that exceed conceptual and informal utility review and design services. The fees collected shall be based on the complexity of the land use action based on the following list of fees:

Pre-application—conference	\$0
Pre-application—report	\$128
Site Plan Review/Modification	\$102
Partition/Subdivision/Manufactured Dwelling Review	\$20/lot
Master Plan/Conceptual Development Plan	\$511 + \$26/acre
Master Plan /Concept Plan Update	\$306
Metro Plan Amendment	\$511
Extra-territorial Extension of Utility	\$128
Annexation Review	\$102
Utility Vacation	\$204
Street Vacation	\$102

The fees shall be adjusted each year based on the West Coast Urban Wage Earners and Clerical Workers Class Size B/C CPI as reported by the Bureau of Labor Statistics (February-February).