



**NEW HAMPTON**  
MUNICIPAL UTILITIES

# Communications Service Policy

NEW HAMPTON MUNICIPAL COMMUNICATIONS UTILITY

ADOPTED NOVEMBER 9, 2020

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# New Hampton Municipal Communications Utility Service Policy

This policy is established by the Board of Trustees of New Hampton Municipal Communications Utility (“NHMCU”), and designed to promote consistency, equity, and quality service to all customers. It does not intentionally conflict with any applicable law, regulation or ordinance imposed by other authorities, such as the Federal Communications Commission, Iowa Utilities Board or City of New Hampton.

## 1 DEFINITIONS

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“New Hampton Municipal Communications Utility” or “NHMCU” or “New Hampton” or “Utility” means the New Hampton Municipal Communications Utility, whose principal place of business is 112 E. Main Street, New Hampton, Iowa 50659.

“Services” means the Utility’s products, software, equipment, and web sites collectively.

“Business Subscriber” means a customer who purchases a tier of service designated for any purpose other than personal, non-commercial use in the subscriber’s private dwelling, including without limitation use for any commercial, educational, governmental, or organizational purpose, whether for-profit or not-for-profit.

“Inside wiring” means the cable that exists inside the subscriber’s premises to the interconnection point with the Utility fiber network and includes any outlets, splitters, connections, fittings, or wall plates attached to it.

## 2 TERMS OF SERVICE

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Your use of the Services is subject to the terms of a legal agreement between you and NHMCU. Your agreement with NHMCU will always include, at a minimum, the provisions set out in this document.

### 2.1 POLICIES INCLUDED IN TERMS OF SERVICE

Your use of the Services is also subject to the following NHMCU policies as adopted by the NHMCU Board of Trustees:

- A. Acceptable Use Policy
- B. Privacy Policy
- C. CPNI Policy

Together, these policies govern your use of the Services and are referred to as the Terms of Service, or Terms. The Terms currently in force may be found at <http://www.nhmu.com/> or you may request a written copy at our office or by calling (641) 394-4550.

## **2.2 ACCEPTING THE TERMS**

NHMCU has provided you with the Terms in plain language. The Terms shall be accorded their plain and ordinary meaning.

Before using the Services, you should carefully read the Terms. By establishing an account or using the Service, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, you should immediately stop using the Services and contact NHMCU to cancel your subscription.

You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with NHMCU, or (b) you are a person barred from receiving the Services under the laws of the United States, Iowa or any other governmental authority empowered to regulate your use of the Services.

Before you continue, you should print or save a local copy of the Terms for your records.

## **2.3 CHANGES TO TERMS**

NHMCU may make changes to the Terms from time to time. When changes are made, NHMCU will post revised Terms [www.NHMCU.com](http://www.NHMCU.com). Revised terms shall take effect immediately upon posting.

You understand and agree that if you use the Services after the date when a change to the Terms is posted, NHMCU will treat your use as acceptance of the updated Terms.

The Terms may not be modified by any verbal statement or representation. If there is any contradiction between the Terms and any other representation made to you, the Terms shall take precedence, unless through a separate written agreement between you and NHMCU which has been authorized by the Board of Trustees.

## **2.4 QUESTIONS ABOUT THE TERMS**

If you have questions about the Terms, contact NHMCU at 112 E Main Street, New Hampton, Iowa 50659. Our phone number is (641) 394-4550. You will be referred to the appropriate staff member for assistance, depending upon the nature of your question.

# **3 PROVISION OF THE SERVICES BY THE UTILITY**

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The Services are available at locations that meet operational criteria in the sole discretion of NHMCU.

NHMCU 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 or their authorized representatives may remove, cut, raise, or change any facilities belonging to the Utility. NHMCU retains ownership of all facilities and all reception equipment we provide for use at the customer premises.

If a service drop is requested following the conclusion of the initial construction of the fiber network, defined as the time where the project is considered complete and accepted as such by the NHMCU Board of Trustees, a Network Facilities Charge may be assessed. NHMCU retains the right to waive any such charges as it deems appropriate.

All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, repair, and maintenance of the inside wiring.

Facilities may be installed overhead on existing poles or underground in compliance with the Municipal Code of the City of New Hampton. No additional poles will be erected on or along any City street without the advance approval of the City. Facilities outside the corporate limits of New Hampton shall be installed overhead or underground at the Utility's sole discretion and in compliance with any law or ordinance governing use of public rights-of-way.

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. Such cost sharing arrangements are governed by the Facilities Extension Policy found in Section 21 of the Policy.

The Utility offers communications services under a fee schedule established by its Board of Trustees. The schedule of standard services and prices is published in our service brochure, available at our Customer Service Office at 112 E Main Street, New Hampton, Iowa 50659, or online at [www.NHMU.com](http://www.NHMU.com).

The Utility also offers custom communications services for Business Subscribers under separate, non-standard pricing individually approved by the Board of Trustees.

NHMCU has contracts with vendors, providers, and affiliated legal entities, ("Affiliates"). Sometimes, these Affiliates provide the Services to you through or on behalf of NHMCU. You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

You acknowledge and agree that NHMCU may refuse to provide the services, stop or disable (permanently or temporarily) the Services, or change the form, nature, prices, features and limitations (including but not limited to changes in equipment used by you to access the Services, the connection speed, the allowable data throughput, the storage space permitted or channels carried on cable TV) of the Services at its sole discretion without prior notice to you, except where prior notice is required by law or regulation.

You acknowledge and agree that if NHMCU disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

You acknowledge and agree that 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.

## **4 PAYMENT FOR SERVICES**

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You agree to pay all charges associated with the Services, which may be for installation, equipment, service calls, monthly service rates or other purposes. You also agree to pay any taxes or other governmental fees required to be collected by NHMCU on behalf of taxing authorities. The schedule of charges that apply to your service may be found at [www.NHMU.com](http://www.NHMU.com) or requested from NHMCU's customer service office at 112 E Main Street, New Hampton, Iowa 50659 or by calling (641) 394-4550.

If you have questions or concerns about your bill, contact NHMCU at (641) 394-4550.

You agree that you will not engage in theft of the Services or use any Service for which you do not pay. If you observe that you are receiving services (such as TV channels) for which you have no current subscription and are not being billed, it is your obligation to report the receipt of unsubscribed services to NHMCU.

NHMCU may require customers to bring any past due accounts up-to-date and may require a deposit before providing the Services.

NHMCU may disconnect your service if you do not pay your bill by the due date.

If your service is disconnected for non-payment, we may require you to pay all past due charges, a reconnection fee, and a minimum of one month's deposit before we reconnect your service.

## **5 USE OF THE SERVICES BY YOU**

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In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the Services. You agree that any registration information you give to NHMCU will always be accurate, correct and up to date.

You agree to use the Services only for lawful purposes permitted under the Terms and by any applicable law, regulation or generally accepted practices or guidelines in Iowa or any other relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other countries).

You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

Unless you have been specifically permitted to do so in a separate agreement with NHMCU, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, or in any way authorize, permit or enable others to use the Services NHMCU provides to you.

Without limitation and for the avoidance of doubt, subscribers are in violation of the Terms if they:

- A. Fail to secure a wired or wireless local area network against access by any third party, whether such access is known or unknown to the subscriber, and whether a fee is collected for such access.
- B. Make the Services available for viewing, use or connection by guests, residents, tenants or patrons in any commercial setting, residential facility or place of public accommodation, except as described in the Addendum for Business Users, found in the Utility's Acceptable Use Policy.

You agree that you are solely responsible for (and that NHMCU has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which NHMCU may suffer) of any such breach.

You may stop using the Services at any time. If you no longer use the Services, you should contact NHMCU and cancel the Services. Any equipment owned by NHMCU and supplied for your use in connection with the Services must be returned to NHMCU before billing for the Services will cease. NHMCU will charge a replacement fee for equipment you do not return and for equipment returned in damaged condition. Replacement fees are specified in our published rates, available at our Customer Service Center or online at [www.NHMCU.com](http://www.NHMCU.com).

## **6 PASSWORDS AND ACCOUNT SECURITY**

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You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

You agree that you will be solely responsible to NHMCU for all activities that occur under your account, whether conducted by you or conducted by a third party with or without your knowledge.

You agree that you are solely responsible for the security of any device(s) connected to the Services through your account, including any data stored or shared on or through the device(s).

If you become aware of any unauthorized use of your password or of your account, you may notify NHMCU by phone at (641) 394-4550 or by email at [support@nhmu.com](mailto:support@nhmu.com).

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## 7 PRIVACY AND YOUR PERSONAL INFORMATION

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NHMCU's Privacy Policy may be viewed at [www.NHMU.com](http://www.NHMU.com) or you may request a copy by visiting our Customer Service Center, calling (641) 394-4550, or emailing [support@NHMU.com](mailto:support@NHMU.com). This policy, which is part of the Terms, explains how NHMCU treats your personal information and protects your privacy when you use the Services.

You agree to the use of your data in accordance with NHMCU's Privacy Policy.

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## 8 CONTENT IN THE SERVICES

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You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to NHMCU (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the owners of that Content, in a separate agreement.

You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

You agree that you are solely responsible for (and that NHMCU has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which NHMCU may suffer).

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## 9 PROPRIETARY RIGHTS

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You acknowledge and agree that NHMCU (or its licensors) owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

Unless you have agreed otherwise in writing with NHMCU, nothing in the Terms gives you a right to use any of NHMCU's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Other than the limited license set forth in Section 11, NHMCU acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with NHMCU, you agree that you are responsible for protecting and enforcing those rights and that NHMCU has no obligation to do so on your behalf.

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **10 LICENSE FROM NHMCU**

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NHMCU gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by NHMCU as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use the Services provided by NHMCU, in the manner permitted by the Terms.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by NHMCU, in writing.

Unless NHMCU has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the software, or otherwise transfer any part of your rights to use the Software.

## **11 CONTENT LICENSE FROM YOU**

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You retain copyright and any other rights you already hold in Content which you submit, post, or display on or through the Services. By submitting, posting or displaying the content you give NHMCU a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to publicly display and distribute any Content which you transmit, post or display on or through the Services. This license is for the sole purpose of enabling NHMCU to operate the Services in its normal course of business.

You understand that NHMCU required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit NHMCU to take these actions.

You confirm and warrant to NHMCU that you have all the rights, power, and authority necessary to grant the above license.

## 12 SOFTWARE AND EQUIPMENT UPDATES

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The Software which NHMCU uses may automatically be updated from time to time to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit NHMCU to deliver these to you) as part of your use of the Services.

NHMCU provides equipment (such as optical network terminals, home gateways and WiFi mesh devices, set-top boxes, remote controls, cables and splitters) and related software and firmware used at Subscribers' premises to deliver the Services. NHMCU retains ownership of such equipment. Subscribers shall not connect NHMCU's equipment to any computer, television, or other device outside of their premises.

You acknowledge that use of the Service may at times require updates and/or changes to this equipment and/or related software or firmware. You will permit NHMCU and/or its agents' reasonable access to Subscriber premises:

- A. To repair, replace, upgrade or alter the equipment, including access to any inside home wiring and other equipment owned by Subscriber and used to access the service;
- B. To remove any NHMCU equipment from the premises upon termination of service (it being understood that some equipment will not be removed upon termination, and failure to remove equipment by NHMCU does not constitute abandonment);
- C. In its discretion to use for the provision of the Service any existing wiring, conduit and/or other devices installed upon the premises. Subscriber acknowledges that he or she will be solely responsible for any and all costs of installation.

## 13 ENDING YOUR RELATIONSHIP WITH NHMCU

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The Terms will continue to apply until terminated by either you or NHMCU as set out below.

If you want to terminate your legal agreement with NHMCU, you may do so by (a) notifying NHMCU at any time and (b) closing your accounts for all of the Services which you use and (c) returning any NHMCU-owned equipment to the Customer Service Center. You acknowledge that billing for services will continue until all equipment owned by NHMCU has been returned to our office and any outstanding account balance is paid in full.

If you or NHMCU terminate this agreement, the rights and obligations under the Terms shall continue indefinitely after termination.

## 14 EXCLUSION OF WARRANTIES

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You understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

Nothing in these terms, including sections 14 or 15, shall exclude or limit NHMCU' warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in Iowa will apply to you and our liability will be limited to the maximum extent permitted by Iowa law.

NHMCU, its affiliates and its licensors does not represent or warrant that your use of the services will meet your requirements;

- A. The services will be uninterrupted, timely, secure or free from error;
- B. Any information obtained by you as a result of your use of the services will be accurate or reliable;
- C. Defects in the operation or functionality of any software provided to you as part of the service will be corrected.

Any material downloaded or otherwise obtained, whether intentionally or unintentionally, while using the service is at your own discretion and risk. You are solely responsible for any damage to your computer system or other device or loss of data that results from such material.

No advice or information, whether oral or written, obtained by you from NHMCU or through or from the Services shall create any warranty not expressly stated in the Terms.

NHMCU further expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

## **15 LIMITATION OF LIABILITY**

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Subject to overall provisions in Section 14 above, you understand and agree that NHMCU, its affiliates and licensors shall not be liable to you for:

- A. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- B. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
  - a. Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
  - b. Any changes which NHMCU may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
  - c. The deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the Services;
  - d. Your failure to provide NHMCU with accurate account information;
  - e. Your failure to keep your password or account details secure and confidential.
  - f. Damage or loss incurred from virus, malware or any malicious or harmful content you may access through use of the Services.

The limitations on NHMCU' liability to you above shall apply whether or not NHMCU has been advised of or should have been aware of the possibility of any such losses arising.

You agree that the liability of NHMCU is limited to a refund of amounts prepaid for services which have not been delivered. Delivery of services is subject to the limitations set forth in item 15 of these Terms.

## **16 COPYRIGHT AND TRADEMARK POLICIES**

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It is the Utility's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Specific information about Copyright and trademark compliance may be found in NHMCU's Internet Acceptable Use Policy contained within this document.

## **17 ADVERTISEMENTS**

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Some of the Services are supported by advertising revenue and may display advertisements and promotions. The manner, mode, and extent of advertising by NHMCU on the Services are subject to change without specific notice to you.

In consideration for NHMCU granting you access to and use of the Services, you agree that NHMCU may place such advertising on the Services.

## **18 OTHER CONTENT**

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The Services may include hyperlinks or referrals to other web sites or content or resources. NHMCU has no control and makes no representations regarding any websites or resources provided by third parties.

You acknowledge and agree that NHMCU is not responsible for the availability of any websites or online resources, and does not endorse any advertising, products, or other materials on or available from such any websites or resources.

You acknowledge and agree that NHMCU is not liable for any loss or damage which may be incurred by you as a result of the availability of external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

## **19 ADDITIONAL PROVISIONS**

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Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service, download software or purchase goods which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

Unless supplemented by a separate written agreement between you and NHMCU for use of the services, the Terms constitute the entire legal agreement between you and NHMCU; govern your use of the Services; and replace any prior agreements between you and NHMCU in relation to the Services.

You agree that NHMCU may provide you with notices, including those regarding changes to the Terms, by e-mail, U.S. Mail, ground delivery service or postings on the Services.

You agree that if NHMCU does not exercise or enforce any legal right or remedy which is contained in the Terms (or which NHMCU has the benefit of under any applicable law), such non-enforcement will not be taken as a waiver of NHMCU's rights, and those rights or remedies will still be available to NHMCU.

If any court of law with jurisdiction to decide on the matter rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

The Terms, and your relationship with NHMCU under the Terms, shall be governed by the laws of Iowa without regard to its conflict of law provisions. You and NHMCU agree to submit to the exclusive jurisdiction of the courts located within the Iowa District Court in Chickasaw County, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that NHMCU shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **20 SERVICE CALLS**

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If a customer contacts NHMU with a service-related issue, efforts will be made to resolve the issue over the phone or remotely if possible.

If a problem cannot be resolved over the phone or remotely, a service call will be scheduled at the customer's request. If the service issue is found to be the result of a problem with NHMU's network or equipment, the customer will not be charged for the service call.

If the service issue is found to be the result a problem with the customer's equipment, wiring, or other circumstance beyond the control of NHMU, a service call charge will be assessed. If the service call is initiated after normal business hours, an after-hours service call charge will be assessed. NHMU staff may waive the service call charge upon their discretion.

## **21 FACILITIES EXTENSION OR RELOCATION POLICY**

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

- A. Size, location, and characteristics of the extension
- B. All other materials and accessories required to construct a line including 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 NHMCU and in accordance with NHMCU 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 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.

### **21.1 COMMUNICATION SYSTEM EXTENSION POLICY – WITHIN NEW HAMPTON CITY LIMITS AND/OR ELECTRIC UTILITY SERVICE TERRITORY**

#### **21.1.1 Single Family Residential**

NHMCU will extend facilities, at NHMCU's cost, to newly constructed homes located in existing platted areas within the City of New Hampton or the New Hampton electric utility, provided that NHMCU's fiber-to-the-premises system (FTTP)

is near the premises. If in NHMCU's sole judgment circumstances exist which make the provision of service at NHMCU's cost unduly risky or burdensome to the Utility, NHMCU reserves the right to require a refundable customer/developer advance for construction costs.

### **21.1.2 Multifamily Dwelling Units (MDU)**

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

- A. NHMCU's fiber-to-the-premises system (FTTP) is near the premises and;
- B. In NHMCU's sole judgment an adequate number of the individual units within the premise will purchase retail communication services from NHMCU.

If in NHMCU's sole judgment circumstances exist which make the provision of service at NHMCU's cost unduly risky or burdensome to the Utility, NHMCU reserves the right to require a refundable customer/developer advance for construction costs.

Activation fees, as administered at the time of connection, are applicable.

### **21.1.3 Commercial, Industrial, Governmental, Non-Profit, or Others**

NHMCU will extend facilities, at NHMCU's cost up to \$3,500.00, to newly constructed properties located in existing platted areas within the City of New Hampton or within the New Hampton electric service territory, provided that;

- A. NHMCU's fiber-to-the-premises system (FTTP) is near the premises and;
- B. The customer subscribes to NHMCU's business class service or greater.

If the installation cost is estimated to be greater than \$3,500.00 the customer will be required to pay the lesser of:

- A. The actual installation cost (not to exceed the estimate) less \$3,500.00 or
- B. The actual installation cost (not to exceed the estimate) less three years of estimated data revenue (no cable TV revenue included).

If in NHMCU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at NHMCU's cost burdensome to the Utility, NHMCU reserves the right to require an additional construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

### **21.1.4 New Developments**

NHMCU will extend facilities, at NHMCU's cost, to properties within newly platted areas within the City of New Hampton or within the New Hampton electric service territory, provided that:

- A. NHMCU's fiber-to-the-premises system (FTTP) is near the property and;
- B. In NHMCU's sole judgment an adequate number of customers within the developed area will purchase communication services from NHMCU.

If in NHMCU's sole judgment circumstances exist which make the provision of service at NHMCU's cost unduly risky or burdensome to the Utility, NHMCU reserves the right to require a refundable customer/developer advance for construction costs. In this case the policy as detailed in the section 21.2 below for outside City limits extension customer advances and refunds shall be followed.

Activation fees, as administered at the time of connection, are applicable.

## **21.2 COMMUNICATION SYSTEM EXTENSION POLICY – OUTSIDE NEW HAMPTON CITY LIMITS**

### **21.2.1 Applicable Properties – Located Outside the New Hampton City Limits and Within the New Hampton Electric Service Territory.**

Upon written request, an extension may occur for new or existing lots developed for residential or commercial purposes, with construction of a home, building, or other facility desiring NHMCU communications services that did not exist when the FTTP project was approved by the NHMCU Board of Trustees.

### **21.2.2 Customer Advances for Construction Costs**

The customer(s) requesting the extension of fiber services may be required to pay an advance for estimated construction costs (including installation of an optical network terminal), based on an estimate prepared by NHMCU. This advance will be reduced by a Subscription Credit which is based on the cable and data products subscribed to by the customer(s).

### **21.2.3 Subscription Credit and Refund of Advances**

For customers connecting immediately upon completion of construction of the extended fiber, the Subscription Credit is equal to three (3) years times the estimated annual cable television, internet, and telephone revenue of the customer(s) attaching to the extension, less estimated programming and bandwidth costs expected for the subscription, as calculated by NHMCU.

Refunds for the advances for construction costs are available for a period of 10 years from the completion date of the original construction. NHMCU shall provide a refund to the depositor for each future customer who connects to the line extension, equal to the Subscription Credit as defined previously.

At no time will the Subscription Credit and refund of advances exceed the customer-paid Advance for Construction plus an installation fee equivalent to that being paid by all other rural customers. The intent is that all rural customers pay a minimum equivalent of the installation fee being charged to other rural customers at the time of the extension and connection to NHMCU services. All credits and refunds are calculated and administered solely by NHMCU.

## **22 FACILITY RELOCATIONS**

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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 judgment of the Utility, does not result in mutual benefits.