

RULES & REGULATIONS

INTRODUCTION

Macon Municipal Utilities (MMU) is owned by the citizens of the City of Macon, Missouri. MMU provides electric, water, wastewater and natural gas services to its customers. Management of these utility services is provided by a General Manager who is under the direction of the Board of Public Works (Board). The Board sets all policies, rules, regulations and rates for each utility service in accordance with federal, state and local regulations, laws, statutes and ordinances. The members of the Board are appointed by the City Council upon recommendation by the Mayor. The Board's jurisdiction is set forth in Chapter 91 of the Missouri Revised Statutes and in the City of Macon's Ordinances at Division 2, Article 5 in Sections 2-246 through 2-258.

This policy was approved by the Board as a guide to obtaining utility services and to set forth the services available, conditions for service and standards for materials and construction in the customer's utilities installation. The standards for materials and construction are the minimum standards for utility services necessary to safeguard all customers and to secure maximum utilization of MMU services. The primary purpose of this policy is for the protection of the public and public and private property, and the adherence to national Building Officials and Code Administrators' (BOCA) mechanical code, fire code and other national and city codes. As MMU is a community owned utility, it places a high priority on personalized customer service; however, customers in turn must treat staff respectfully.

The following policies will be a part of every contract made to supply utility services. All persons receiving such services shall be bound by the provisions of this policy. All policies are available by contacting MMU office at 106 W. Bourke Street, Macon, MO 63552, calling (660) 385-3173 or visiting www.maconutilities.com.

UTILITIES SERVICE

A. APPLICATION FOR SERVICE

100. An application for service, which is a contractual agreement, shall be required from each customer at each address for which utilities are requested.

101. Customers may obtain an application for service by visiting the MMU business office located at 106 W. Bourke Street, Macon, Missouri 63552 or by downloading it from www.maconutilities.com. All applications for service are subject to the rules and regulations heretofore or hereafter adopted by the Board and all applicable ordinances of the City of Macon, Missouri.

102. All applications for service shall be signed in the true name of the individual receiving and using the service. The use of a fictitious name shall be sufficient reason for refusal or termination of all utility services. In order to verify the identity of the individual making the application, MMU reserves the right to request a copy of a form of the customer's valid identification and any

information it deems necessary to establish the identity of said individual. Any change in the identity to the customer at a premise shall require a Name Change Form to be completed by the customer.

103. No utility services will be supplied to an individual before the necessary security deposit, if applicable, is paid or payment arrangements are made that are satisfactory to MMU. Prior to any utility services being supplied to a former customer who has a remaining balance on the records of MMU, said remaining balance shall be paid.

B. SECURITY DEPOSITS

This section of the Policy prescribes the terms and conditions under which security deposits may be required. If full payment of a security deposit cannot be paid by the customer when it is requested, MMU will allow the customer to remit payment for 75% of the deposit due with the remaining 25% being billed on the following monthly billing statement.

104. MMU may require a security deposit or other guarantee as a condition of NEW SERVICE. MMU shall require a security deposit or other guarantee due to any of the following:

1. The customer has outstanding an unpaid account with another utility that accrued within the last three years and at the time of the request for service.
2. The customer is unable to establish a credit rating or has a poor credit rating.
3. The customer does not own the facility for which they are requesting utility services.

The customer shall be deemed to have established an acceptable credit rating for NEW SERVICE if the customer meets the following criteria:

- a. One owns or is purchasing a home, and/or
- b. A Letter of Credit from a prior utility stating that customer has made timely payments for the previous 12 months. An electric or natural gas utility is preferred.

105. MMU may require a security deposit, an increase to an existing deposit or other guarantee as a condition of CONTINUED SERVICE due to any of the following:

1. The utility service of the customer has been discontinued by MMU for nonpayment of a delinquent account.
2. In an unauthorized manner, the customer interfered with or diverted the utility services of MMU situated on, about or delivered to the customer's premises.
3. The customer has been subject to disconnection three billing periods out of 12 consecutive billing periods.

106. No security deposit shall be required by MMU because of a customer's race, sex, creed or national origin.

107. A security deposit required pursuant to this section is subject to the following terms and conditions:

1. A residential deposit will typically be computed at two times the average monthly bill. Commercial and industrial deposits shall be \$500.00 unless special circumstances are present.
2. Upon termination of service, the deposit shall be credited to the customer's final balance, and any balance remaining shall be returned to the customer.
3. MMU shall maintain a record of all deposits received from customers, showing the name of each customer, the location of the premises occupied by the customer at the time the deposit was required and the date and the amount of the deposit. Each customer posting a security deposit shall receive a receipt as evidence thereof.
4. MMU will apply deposit standards uniformly.
5. Deposits will be automatically credited to the customer's account after 13 on-time, consecutive payments have been made.

108. In lieu of a security deposit required by this section, MMU may accept a written guarantee by a responsible party as surety or a bond for a customer's service account(s). A guarantee accepted by MMU shall be in writing and shall state the terms of the guarantee.

C. RATES AND OTHER FEES

109. All utility rates are established by the Board. Rate schedules are available upon request at the MMU office or at www.maconutilities.com.

110. A monthly billing statement for utility services shall be furnished to each customer. Each billing statement shall indicate the total amount due for utility services as determined by actual or estimated meter readings. Actual meter readings are captured for electric, water and natural gas services. Wastewater fees are based on water usage.

111. MMU reserves the right to estimate the monthly utility usage of any customer when deemed necessary, such as if MMU is unable to obtain an actual meter reading.

112. Failure of a customer to receive a bill shall not relieve the customer from the obligation to pay the amount owed to MMU, and it shall not be necessary for MMU to set aside penalty rules if a customer fails to receive the billing statement.

113. Fees will apply to customers who appeared on the list to have their utilities disconnected due to non-payment. If disconnected the fees to reconnect utilities differ between business hours and after business hours.

114. MMU reserves the right to pass through fees resulting from negligence to MMU property or from the customer's special request for equipment change-outs or other services at their address.

D. BILLING AND PAYMENT STANDARDS

This section of the Policy provides standards for MMU and its customers in the rendering of bills and their payment.

115. MMU will render a bill for each monthly billing period to every customer in accordance with its applicable rate schedule.

116. Each billing statement rendered by MMU will be computed on the actual or estimated usage during the billing period.

117. MMU may bill residential or commercial customers in accordance with an equal payment billing program at the election of the customer. The cycle for the level billing program is May – April with new enrollments accepted in March and April if criteria is met.

118. MMU shall impose an additional late payment charge of ten percent each month on a account by reason of the customer’s failure to pay any balance due by 8:00 a.m. the business day following the billing due date.

119. MMU will render a separate billing for service provided at each service address.

120. Per City Code Chapter 28, Article 1, Section 28-7, any over billings by the utility shall have a five year limitation for the refund of over payments. The Board reserves the right to bill an account for up to one year for undercharges. (Ordinance 887-16, Adopted by City Council 11/15/16)

E. SETTLEMENT AGREEMENTS

This section of the Policy provides the procedures for settling a customer’s delinquent account due to the customer’s inability to pay an outstanding bill in full.

121. When MMU and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to MMU but claims an inability to pay the outstanding bill in full, MMU and the customer shall enter into a settlement agreement. It is standard practice for a customer to pay half the outstanding balance, which may include penalties, by the disconnect date and the remaining balance plus penalties by the end of the month. A written and signed settlement agreement is required.

122. Every settlement agreement resulting from the customer’s inability to pay the outstanding bill in full shall provide that utility services will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a portion of the remaining outstanding balance in installments as established by MMU until the bill is paid in full.

123. If a customer fails to comply with the terms and conditions of a settlement agreement, MMU may discontinue service without further notice.

F. ACCESS TO PREMISES

124. Employees of MMU shall be granted access to the customer's premises at all reasonable hours for the purpose of reading meters, inspecting utility services, making repairs and installing or removing any or all of MMU's property.

G. CONTINUITY OF SERVICE

125. MMU will make a reasonable effort to make available and to furnish a continuous supply of utility services to meet the customer's needs. Should shortages occur, MMU shall have the right to grant preference to those utility services, which, in its opinion, are the most essential to the public welfare. *MMU shall not be held liable for monetary loss or loss of business from shortages in the supply of utility services.*

126. MMU reserves the right to terminate utility services for repairs, extensions, safety or other necessary operations. Reasonable efforts will be made to notify customers prior to an interruption in utility service. *MMU shall not be held liable for monetary loss or loss of business from termination of utility services for the reasons stated above.*

H. TERMINATION OF SERVICE

127. A customer may terminate services if notice is given to MMU during its regular office hours.

128. Whenever a customer orders services terminated or shall otherwise cease to be a customer, all amounts owed to MMU will be billed to the customer's account through a weekly final billing process. Upon payment of all amounts due, the balance of the customer's security deposits shall be refunded.

129. If a customer fails to notify MMU to terminate services, the customer shall be held legally responsible for any utility service registered on the meters. The customer's security deposits may be applied to any delinquent amounts owed to MMU.

I. DISCONTINUATION OF SERVICE

This section of the policy prescribes the conditions under which a customer's service may be discontinued by MMU and the procedure for discontinuing services.

130. MMU may discontinue the utility services to a customer for one or more of the following reasons,

1. Non-payment of a delinquent account.
2. Failure to post a security deposit or guarantee acceptable to MMU.

3. Unauthorized interference, diversion or use of the utility services situated or delivered on or about the customer's premises.
4. Failure to comply with the terms and conditions of a settlement agreement.
5. Refusal to grant access at reasonable times to MMU equipment installed on the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.
6. Misrepresentation of an individual's identity for the purpose of obtaining utility services.
7. Payment returned due to insufficient funds.
8. Violation of any other rules of MMU that adversely affects the safety of the customer or other persons or the integrity of MMU's utility delivery system.

131. Subject to other requirements of this section, MMU may discontinue service to a customer between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday or within a reasonable time thereafter. Service shall not be discontinued on a day when MMU personnel are not available to reconnect the customer's service.

132. Notwithstanding any other section of this Policy, MMU may postpone the discontinuation of utility services to any residential customer, for a time not in excess of seven days, if the discontinuation will aggravate an existent medical emergency of the customer, a member of the family or other permanent resident of the premises where service is rendered. MMU may require a customer to provide satisfactory evidence that a medical emergency exists.

133. Notwithstanding any other provision of this Policy, MMU may discontinue utility services temporarily for reasons of maintenance, health, safety, emergency or any other reason.

134. Upon a customer's request, MMU will restore utility services when the cause for discontinuation of utility services has been eliminated, applicable restoration charges paid and, if required, satisfactory credit arrangements have been made. A reasonable effort will be made by MMU to restore utility services within 24 hours of the day restoration is requested. MMU may charge the customer a reasonable fee for restoration of utility services.

J. RESIDENTIAL SERVICES DURING HOT AND COLD WEATHER

In order to protect from an immediate danger the health and safety of residential customers receiving heating and cooling related utility services, this section of the Policy takes precedence over other sections on utility service in the Policy by placing restrictions on discontinuing utility services.

135. Cooling Related Utility Services

From June 1 through September 30, MMU will not disconnect electric or natural gas service due to non-payment when used as the main source of cooling or to operate the cooling equipment if the National Weather Service local forecast between 6:00 am and 9:00 pm predicts temperatures to rise above 95 degrees or the heat index is predicted to rise above 105 degrees on the day utilities would be disconnected or the following 24 hour period.

136. Heat Related Utility Services

From November 1st through March 31st, MMU will not disconnect electric or natural gas service due to non-payment when used as the main source for heating equipment if the National Weather Service predicts the temperature to drop below 32 degrees Fahrenheit during the following 24 hour period.

137. From June 1 to September 30 or November 1st through March 31st, when the temperature is predicted to be within the parameters for the hot or cold weather rule for a 24 hour period, prior to disconnection of utility services due to non-payment, MMU may leave a notice at the customer's premises on what would be the date of disconnection notifying the customer the utilities will be disconnected when weather conditions improve.

K. DIVERSION OF UTILITY SERVICES

138. In any case where consuming devices or equipment are connected before the meter or there has been any tampering with or connections to MMU meter or distribution system that would result in the consumption of unmetered utility services, the consumer shall be subject to prosecution under Missouri statutes and City of Macon, Missouri ordinances.

139. In the event of diversion, MMU shall be entitled to collect from the customer for all utility services estimated by MMU that was not registered on the meter because of such diversion, and for all expenses incurred by MMU to investigate and correct the diversion.

L. EMERGENCY CALLS

140. MMU will maintain standby employees for after normal business hours emergency calls. There will be no charge to a customer for these services unless the employees work on the customer's facilities or if the problem is found to be that of the customer.

141. MMU reserves the right to bill the customer for the total cost incurred for emergency services performed on the customer's facilities. For emergency service, customers may call (660) 385-2722.

142. No charge will be made at any time to check a possible natural gas leak.

M. TESTING OF METERS

143. MMU may remove any meter for routine tests, repairs, or replacement.

144. In the event any meter fails to register properly, the customer served shall be billed and, if necessary, shall pay to MMU a charge for utility service delivered during such period of time said charge shall be estimated and computed by MMU.

145. If MMU incurs a third party charge to test a meter, the customer must pay the charge if it tests to be reading accurately. If a meter tests to not read accurately, MMU will pay the fee.

N. CUSTOMER'S RESPONSIBILITY

146. No customer, or representative of a customer, shall connect or disconnect any services without obtaining MMU approval.

147. The customer is responsible to protect, from damage, any MMU equipment that is located on a customer's property. If the equipment is damaged, the customer shall be held liable for repairs or replacement of the equipment.

148. The customer will indemnify, hold harmless and defend MMU against all claims, demands, cost or expense, for loss, damage or injury to persons or property in any manner directly or indirectly growing out of the transmission and use of any utility service by the customer from the customer's service line connection or installation.

O. EXCAVATIONS

149. Missouri statutes require persons to contact the Missouri One Call System at [www.mocall](http://www.mocall.com), 811 or (800) 344-7483 before excavating. MMU will locate any underground utilities in an excavation area when requested to do so. MMU reserves the right to charge expenses for a damaged underground facility that was accurately marked.

P. RELOCATION OF FACILITIES

150. If MMU receives a request to move, relocate or rebuild any of its facilities, the cost of such moving, relocating and/or rebuilding shall be paid in full by such persons, firms or corporations who make the request or benefit from the relocation unless prohibited to do so. (*MODOT will not reimburse in the right of way*)

Q. UTILITY COMPLAINT PROCEDURES

This section of the Policy establishes procedures that are applicable to all customer inquiries and complaints made to MMU.

151. MMU will have qualified staff on hand that will ensure the prompt investigation, and where possible, resolution of all customer inquiries, service requests and complaints regarding utility services and charges.

152. MMU will keep on file, at its business office and at www.maconutilities.com, a copy of this Policy and its current applicable service rates.

153. If the employee of MMU does not resolve a complaint to the satisfaction of the customer, the employee shall advise the customer that the customer has a right to register a written complaint with the Board.

154. A complaint shall be in writing but need not be in affidavit form. A complaint shall provide the following information to the Board,

1. The name and address of the customer; and
2. The nature of the complaint in a clear and concise manner; and
3. The relief requested; and
4. Whether the customer has pursued other remedies available.

155. Upon receipt of a complaint, the President of the Board will investigate the complaint and report the findings to the full Board.

156. The Board may deny reviewing a complaint involving the same question or issue based upon the same facts dealt with in a prior complaint.

157. The Board shall not discontinue residential service relative to a matter in dispute while resolution of a complaint is pending.