

# City of Independence

## Combined Utility Customer Service

### Rules and Regulations



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# City of Independence

## UTILITIES CUSTOMER SERVICE

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This on-line version of the City of Independence Combined Utility Customer Service Rules and Regulations is not the official version. The only officially published version is available through the City Clerk's Office, located on the third floor of City Hall. The phone number is 816-325-7010. This on-line version may differ from the official version and should be relied upon for general information purposes only.

# Combined Utility Customer Service

## Rules and Regulations

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## Section 1.

### General Provisions and Definitions

#### 1.01 Adoption of Rules.

- A. These rules are approved by the Independence City Council and are effective throughout the Service Territory of the City owned electric, water and water pollution control utilities. All rules are subject to change by the City Council. Copies of the rules currently in effect will be kept in the offices of the City Clerk and the City of Independence Water Department. For ease of use by Customers, rules may also be posted on the City's web site.
- B. Customers or others contemplating any expenditures or activities governed by these rules should assure themselves that they are viewing on the Internet or have a copy of the most current version by contacting the Customer Service Division.

#### 1.02 Discrimination Prohibited

- A. The City utilities shall not discriminate against a Customer or Applicant for Service for exercising any right granted by these rules.
- B. The City shall not discriminate because of a Person's race, sex, creed, national origin, marital status, age, or disability.

#### 1.03 Rendition and Continuity of Service

- A. The City shall have the right to Discontinue, interrupt, or curtail service to any Customer or refuse service to any Customer or Applicant, whether theretofore served or not, for any reason provided in these rules and regulations, or in accordance with any policies adopted by the City.
- B. The City does not guarantee constant, sufficient or continuous service. By application for service, each Customer or Applicant shall be deemed thereby to have agreed that the City may interrupt, curtail, limit or suspend service at any time for any reason beyond the control of the City or for any reason deemed necessary by the City.
- C. The City will Discontinue service entirely or Discontinue service to any installation, facility, appliance or device when, in the judgment of the City, continuation of such service constitutes a safety or health hazard.

#### 1.04 Limitation of Responsibility of the City

- A. The City shall have no duty, obligation or responsibility with respect to fixtures, equipment, or apparatus on the premises of any Customer except by special written agreement between the Customer and the City.
- B. If, for the purpose of making repairs, extensions, or connections, or in the event of curtailment of services as herein provided or for reasons beyond the control of the City, it becomes necessary to interrupt service, the City will not be responsible for any damage occasioned by such interruption, or any other cause which is not the result of negligence on the part of the City.

- C. The Customer or Applicant shall notify the City in advance of any change or changes in the characteristics of wastewater discharge, connected electrical load, demand for water usage, or in equipment located at the Customer's premises, which might affect service to such Customer or Applicant or to any other Customer of the City.
- D. The City shall not be liable for any injury, damage or loss resulting from the use of Utility Service on the Customer's or Applicant's premises, or from the presence, location, maintenance or use of any fixtures or equipment on the Customer's or Applicant's premises.
- E. Nothing shall be attached or fastened to, or placed upon, any fixtures or equipment of the City unless prior permission in writing shall have been given by the City. The City shall not be liable for any injury, damage or loss arising out of or resulting from any such attachment to its fixtures or equipment.

#### 1.05 Definition of Terms

For the purpose of these rules, the following terms shall have the following meanings:

**Applicant** means a Person or Persons requesting that the City provide one or more Utility Services to specific premises or a specific service address within the City's Service Territory.

**Average Payment Plan** means a program whereby Customers are allowed to pay approximately the same amount every month. This has the effect of lowering the amount paid during high usage periods and increasing the amount paid during low usage periods.

**Bill** means a written demand for payment for service and the taxes and other fees related to it.

**Billing Period** means a normal usage period of not less than twenty-six (26) days nor more than thirty-five (35) days for a monthly billed Customer except for the initial, corrected, adjusted, or final Bills.

**City** means the City of Independence, Missouri.

**City Council** means The City Council of the City of Independence, Missouri, designated by the City Charter as the governing body of the City.

**Class of Service** means the nature of service rendered to premises based upon the billing rate and revenue classification (i.e., residential service, general service, industrial service, commercial service, etc.)

**Customer** means any Person or Persons receiving, using, or agreeing to take a Class of electric, water, or water pollution control Service supplied by the City under one of the City's approved rate schedules and in whose name the Utility Service is provided.

**Customer Supplied Reading** means any reading supplied to the City by the Customer and used in Rendering to the Customer a Bill because the City's representative was unable to read the Customer's Meter.

**Customer Service Manager** means the individual assigned management responsibilities for the Customer Service Division within the Water Department.

**Cycle billing** means a system which results in the Rendition of Bills to various Customers on different days of a month.

**Date Rendered** means the date upon which a Bill or notice is mailed or delivered by the City to the Customer.

**Delinquent Bill** means a Bill that was not paid by the Delinquent Date.

**Delinquent Date** means the date stated on the Bill after which the City may assess an approved late payment penalty and for which the City may Discontinue Service.

**Deposit** means a money advance paid by the Customer or Applicant for the purpose of securing payment of delinquent charges which might accrue to the Customer or Applicant who made the advance.

**Disconnect Alert Notice** means the notice that appears on the Customer's Bill notifying them that their Bill amount was not paid by the Due Date and that their Utility Service is subject to Discontinuance of Service.

**Discontinuance of Service, Discontinuance, or Discontinue** means a cessation of service intentionally initiated by the City.

**Disputed Bill** means any charges the Customer considers to be incorrect due to meter reading error, incorrect rate application, incorrect Bill calculation and/or an incorrectly registering Meter.

**Divert or Diversion** means to change the intended course or path of electricity, water, or other Utility Service without the authorization or consent of the City.

**Due Date** means the date when the charge is considered due and payable.

**Estimated Bill** means a charge for Utility Service which is not based on an actual reading of the meter or other registering device.

**Final Bill** means the Bill presented to the Customer for payment after the final meter reading was taken because of Termination or Discontinuance of service.

**Health Condition** includes but is not necessarily limited to:

- Dependent on Life Support Equipment as defined herein and used in the home
- A paraplegic, hemiplegic, quadriplegic or multiple sclerosis patient with special heating and/or cooling needs.
- A scleroderma patient with special heating needs
- Being treated for a life-threatening illness or compromised immune system with special heating and/or cooling requirements to sustain the patient's life or prevent deterioration of the patient's medical condition.

**Life Support Equipment** includes but is not necessarily limited to:

- Aerosol Tents
- Compressors
- Electric Nerve Stimulators
- Electrostatic and Ultrasonic Nebulizers
- Hemodialysis Machines
- Intermittent positive pressure breathing (IPPB) machines
- Iron Lungs
- Motorized Wheelchair
- Pressure Pads and Pumps

Respirators  
Suction Machines  
Oxygen concentrators

**Meter** means a device or devices used to measure and record the quantity of electricity or water supplied to a Customer.

**Payment Arrangement** means an agreement between the City and the Customer to allow the Customer a period of time longer than the monthly billing period to make payments of amounts due the City for Utility Services.

**Permanent Service** means Utility Service provided by facilities permanently affixed to the Customer's premises and all appropriate inspections have been conducted and successfully passed.

**Person** means any individual, partnership, co-partnership, firm, company, public or private corporation, association, trust, estate, political subdivision, governmental agency or other legal entity recognized by law.

**Reconnection** means the commencement of Utility Service to a Customer after service has been Discontinued by the utility and all Delinquent charges, Deposits, fees or other monies due the City have been paid or arrangements for their payment have been made.

**Rendition of a Bill** means the mailing or delivery of a Bill by the City to a Customer.

**Service Territory** means all areas included within or adjacent to the City in which the City is duly authorized to supply electric, water or water pollution control services.

**Settlement Agreement** means an agreement between a Customer and the City which resolves any matter in Dispute between the parties or provides for the payment of undisputed charges over a period longer than the Customer's normal billing period.

**Tamper or Tampering** means to rearrange, damage, injure, alter, interfere with, or prevent from performing a normal or customary function of the City's utility equipment, apparatus or facilities.

**Temporary Service** means service provided by facilities that are of a temporary nature and provided in conjunction with a building permit or water services provided by a portable meter on a hydrant. These facilities are intended for short term use and eventual removal and/or upgrade to permanent service.

**Termination of Service or Termination** means a cessation of service requested by the Customer.

**Unacceptable Credit Risk** means any account that has not been paid by the Due Date on two different occasions within the previous 12-month period, or any account for which an unsatisfactory credit or payment rating has been reported to the City by an outside credit reporting agency or utility.

**Utility Service or Service** means the provision of electricity, water, water pollution control, or any other service that may be provided by City.

## Section 2.

### Establishing and Terminating Service

#### 2.01 Establishing and Terminating Service

- A. All Applicants for service shall be subject to all rules and regulations and to all applicable ordinances or provisions thereof of the City of Independence, which may be now or hereafter in force.
- B. Any Applicant desiring Utility Services provided by the City of Independence shall make application with the Utility Customer Service Division. Application will be for electricity, water and water pollution control services as applicable. This application may be made by mail, telephone, at the Utilities Customer Service Center, 11610 E Truman Road, or by any other technology as it becomes available. A separate application shall be made by each Customer for each Class of Service at each metering point, and at each separate location.
- C. The City shall not be required to commence supplying service to a an Applicant, or if commenced, the City may Discontinue such service, if at the time of application such Applicant or any member of his/her household (either having received benefit and use of the previous service) is indebted to the City for the same Class of Service previously supplied at such premises or any other jointly owned or occupied premises until payment of, or satisfactory Payment Arrangements for such indebtedness shall have been made.
- D. The City shall not be required to commence supplying service to an Applicant, or if commenced, the City may Discontinue such service, if at any time the Applicant has provided the City with any false or misleading information for the purpose of obtaining Utility Service from the City. The information referenced herein may include, but is not limited to, information regarding their personal identification, identification of other household members, financial information, previous Utility Service history with the City, or any other information required by the City to establish or continue Utility Service.
- E. Applications requiring the construction of service facilities shall be made in accordance with appropriate governing rules, regulations and polices of the respective utility departments.
- F. If the Applicant is Terminating service at one location within the City's Service Territory and requesting new service at another location within the City's Service Territory, all Delinquent Bills must be paid or acceptable Payment Arrangements made prior to commencing service at the new location. Only Delinquent Bills subject to Payment Arrangements, non-Delinquent Bills, Final Bills, and Deposits will be transferred to the new location.
- G. Commencement of service by the City in conformance with the request of the Applicant and acceptance of service by the Applicant, thereby becoming a Customer, shall be considered as an agreement on the part of this Customer and all other Customers benefiting from the service, to receive service under these rules and regulations. This agreement shall be considered a binding contract between the City and the Customer(s) with the obligations of the parties continuing on a month-to-month basis until terminated by either the City or the Customer(s).
- H. A Customer who has made application for utility service to certain premises and has received service at the premises shall be held liable for all charges for service furnished to such premises until such time as the Customer properly notifies the City to Terminate the service for the Customer's account.

- I. For non-owner occupied premises, the owner (landlord) may request, in writing, an agreement pursuant to 5.06.A herein.
- J. A reasonable time (not to exceed three working days) for the cessation of service at the Customer's premises shall prevail when service is Terminated.

## 2.02 Agreements Not Transferable

- A. Utility Service supplied under an agreement is for the Customer's use within or upon the premises served and for the Class of Service for which applied, and such agreement is not transferable without the consent of the City.
- B. Unless specifically authorized in writing by the City, the Customer shall not re-sell or redistribute the Utility Services provided by the City to any other Person. Customers receiving service on retail rate schedules shall not be permitted to sub-meter and resell the electricity. Utility Services provided by the City are for the personal use of the Customer. Retail Customers shall not deliver the service purchased from the City to any connection wherein such service is to be used off of the Customer's premises or used by Persons over whom the Customer has no control. For any violation of this policy, the City may remove its meter(s), service(s), equipment, or apparatus and Discontinue providing Utility Service entirely.

## 2.03 Rate Application

- A. An Applicant applying for service from the City shall furnish sufficient information about the size and characteristics of the service requirements of the premises to be served and such additional information as to enable the City to designate the appropriate rate classification for the service provided.
- B. A new Customer will be assisted by City representatives in the selection of the appropriate rate schedule based upon the information available, but the responsibility for the selection of the rate schedule lies with the Customer.
- C. After a new Customer has selected an appropriate rate schedule under which the Customer elects to take service, the Customer will be required to remain under such rate schedule for a minimum period of one (1) year. When more than one (1) rate schedule is available to a Customer and the Customer elects to transfer to another rate schedule, such other rate schedule shall not be applied retroactively.
- D. In the event that a Customer or Applicant has provided false or misleading information in attempting to obtain a more favorable rate schedule, the City may, at its sole option, apply the rate schedule it deems most appropriate and adjust any previous Bills as it deems the situation warrants.

### Section 3.

#### Deposits and Guarantees of Payment

##### 3.01 Deposit Requirements

- A. The City may require a Deposit or other guarantee as a condition of continued or new service as outlined herein if:
  - 1. The Customer or Applicant has outstanding with a utility providing the same Class of Service, an unpaid Bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute.
  - 2. The Customer or Applicant has in an unauthorized manner used or Tampered with or Diverted the Utility Service situated on or about or delivered to the Customer's premises within the last five (5) years.
  - 3. The Customer or Applicant is unable to establish or maintain an acceptable credit rating in the sole discretion of the City.
- B. Deposits are calculated, maintained, applied, and refunded to the specific account rather than to the Customer.

##### 3.02 Commercial and Industrial Customers

- A. Deposits will be collected from all commercial and industrial accounts, except those accounts that have demonstrated good credit as evidenced by an acceptable credit history for a comparable commercial or industrial account within the past twelve months, and any waiver of the Deposit for acceptable credit history is approved by the Customer Service Manager or a designated representative.
- B. If a Customer does not have a Deposit, one may be required for continuation of Utility Service for any of the following reasons:
  - 1. The Customer has had Utility Service Discontinued for nonpayment of a utility Bill.
  - 2. The Customer has in an unauthorized manner Diverted Utility Service or Tampered with the City's facilities.
  - 3. The Customer account is an Unacceptable Credit Risk.
  - 4. The Customer files for bankruptcy.
- C. The amount of the required deposit will be calculated as follows:
  - 1. The estimated average two-month Bill for that business in that location or \$200.00, whichever is greater. The estimated two-month Bill will be arrived at by one of the following three methods or combination of methods at the City's sole option:
    - a. Two times an average monthly Bill based on the previous twelve (12) months actual consumption history at the particular location, times the current rates.
    - b. An actual engineering estimate to be prepared by the utility based on the actual types of equipment and physical plant involved in the location.
    - c. The estimated two-month average billing based on billings rendered to comparable businesses at other locations.
  - 2. In case the character or volume of the Customer's service should change at any time so that the Customer's Deposit is inadequate to insure payment of bills, the City reserves the right to require the Customer to increase the Deposit to an amount satisfactory to the City.

3. If the Deposit is required by "3.02 B." above, the Deposit required will be two (2) times the highest Bill for utility charges actually incurred or estimated to be incurred by the Customer during the most proximate twelve (12)-month period at the service location or \$200.00, whichever is greater.
- D. Deposits required under this section may be made in any one of the following types:
    1. Cash.
    2. Surety Bonds
    3. A letter of guarantee of payment from a Federally insured bank or savings and loan located within the metropolitan area.
  - E. Deposits may be returned to the Customer after a period of twelve (12) consecutive months in which the Customer made all payments for all services prior to the Due Date. The Deposit will be returned to the Customer by applying the Deposit to the Customer's utility account.
  - F. No interest shall be paid on Deposits less than \$500.00 required under this section. Interest shall be paid on Deposits greater than \$500.00 annually from date of Deposit. Said interest shall be paid in the form of a credit against utility charges on the Customer's utility account. The interest rate shall be established annually by the City's Finance Director.
  - G. If there is a Termination or Discontinuance of Utility Service at a present location and the Customer will no longer be receiving Utility Service within the City's Service Territory, then the Deposit will be applied to the Customer's utility account after the Final Bill for service has been calculated. Any overpayment of the account because of the Deposit application will be refunded to the Customer.
  - H. If there is a Discontinuance of service at a present location and it is expected that the Customer will have Utility Service restored by correcting the cause of the Discontinuance, the City will retain the Customer's Deposit. In the event the Customer chooses not to continue receiving Utility Service from the City, the Customer's Deposit will be applied to the Customer's utility account according to "3.02 G." above.
  - I. If there is a Termination of service at a present location and the Customer will continue to receive service from the City at a new location within the City's Service Territory and any non-Delinquent Bills and Final Bills are transferred to the new location, the Deposit will also be transferred to the new location. At that time, a review of the account at the new location will be made to determine the need for any additional Deposit.
  - J. In the event the Customer secured the account with a surety bond or irrevocable letter of credit from a financial institution and fails to pay any and all charges due the City after the Rendition of the Final Bill, the City will file a claim against said surety bond or irrevocable letter of credit to obtain payment of any monies due the City for the Customer's indebtedness.
  - K. At any time, the Customer may substitute one form of security (i.e., cash, bond, letter of credit) for another form of security. When a Customer substitutes a bond or letter of credit for a cash Deposit, the Deposit will be applied to the Customer's utility account.
  - L. When a Customer or Applicant must provide a Deposit, the total Deposit must be paid. However, the City, in its sole discretion, may commence providing service and may require a partial payment, normally fifty percent (50%) of the total Deposit, to be received in the Customer Service Division prior to commencing service. The remainder of the Deposit will be due by the Due Date of the Customer's next utility Bill.

3.03 Residential Customers

- A. Deposits shall be required for all Customers or Applicants unable to establish an acceptable credit rating.
  - 1. The Customer or Applicant shall be deemed to have established an acceptable credit rating if the Customer or Applicant owns and resides in a home for which the Customer or Applicant is applying for service, acceptable proof of ownership is provided to the City, or the Customer or Applicant provides the City with a letter from another utility providing like service that states that the Customer or Applicant paid all Bills Rendered during the preceding twelve (12) month period prior to the Due Date for those Bills or had no Delinquent Bills.
  - 2. The Customer shall be deemed to have established an acceptable credit rating if the Customer is moving from one residence to another residence within the City of Independence and has paid all Bills Rendered during the preceding twelve (12) month period prior to the Due Date for those Bills or had no Delinquent Bills
- B. If a Customer does not have a Deposit, one may be required for continuation of Utility Service for any of the following reasons:
  - 1. The Customer has had Utility Service Discontinued for nonpayment of a utility Bill.
  - 2. The Customer has in an unauthorized manner Diverted Utility Service or Tampered with the City's facilities.
  - 3. The Customer account is an Unacceptable Credit Risk.
  - 4. The Customer files for bankruptcy.
- C. The amount of the Deposit required will be calculated as follows:
  - 1. The amount of Deposit required for residential accounts shall be the estimated average two (2) month bill or \$50.00 whichever is greater. If the Deposit is required for new premises, usage from comparable premises will be used to calculate the dollar amount of the Deposit required.
  - 2. In case the character or volume of the Customer's service should change at any time so that the Customer's Deposit is inadequate to insure payment of bills, the City reserves the right to require the Customer to increase the Deposit to an amount satisfactory to the City.
  - 3. If the Deposit is required by "3.03 B." above, the Deposit required will be two (2) times the highest Bill for utility charges actually incurred or estimated to be incurred by the Customer during the most proximate twelve (12)-month period at the service location or \$50.00, whichever is greater.
- D. Deposits required under this section may be made in any one of the following types:
  - 1. Cash.
  - 2. Surety Bonds
  - 3. A letter of guarantee of payment from a federally insured bank or savings and loan located within the metropolitan area.
  - 4. Other form of guarantee acceptable to and approved by the Customer Service Manager.
- E. Deposits may be returned to the Customer after a period of twelve (12) consecutive months in which the Customer made all payments for all services prior to the Due Date. The Deposit will be returned to the Customer by applying the Deposit to the Customer's utility account.
- F. No interest shall be paid on Deposits less than \$500.00 required under this section. Interest shall be paid on Deposits greater than \$500.00 annually from the date of Deposit. Said interest shall be paid in the form of a credit against utility charges. The interest rate shall be established annually by the City's Finance Director.

- G. If there is a Termination or Discontinuance of service at a present location and the Customer will no longer be receiving Utility Service within the City's Service Territory, then the Deposit will be applied to the Customer's account after the Final Bill for service has been calculated. Any overpayment of the account because of the Deposit application will be refunded to the Customer.
- H. If there is a Discontinuance of service at a present location and it is expected that the Customer will have Utility Service restored by correcting the cause of the Discontinuance, the City will retain the Customer's Deposit. In the event the Customer chooses not to continue receiving Utility Service from the City, the Customer's Deposit will be applied to the Customer's account according to "3.03 G." above.
- I. If there is a Termination of service at a present address and the Customer will continue to receive Utility Service from the City at a new location within the City's Service Territory and any non-Delinquent Bills and Final Bills are transferred to the new location, the Deposit will also be transferred to the new location. At that time, a review of the account at the new location will be made to determine the need for any additional Deposit.
- J. In the event the Customer secured the account with a surety bond or irrevocable letter of credit from a financial institution and fails to pay any and all charges due the City after the Rendition of the Final Bill, the City will file a claim against said surety bond or irrevocable letter of credit to obtain payment of any monies due the City.
- K. At any time, the Customer may substitute one form of security (i.e., cash, bond, letter of credit) for another form of security. When a Customer substitutes a bond or letter of credit for a cash Deposit, the Deposit will be applied to the Customer's utility account.
- L. When a Customer or Applicant must provide a Deposit, the total Deposit must be paid. However, the City, in its sole discretion, may commence providing service and may require a partial payment, normally fifty percent (50%) of the total Deposit, to be received in the Customer Service Division prior to commencing service. The remainder of the Deposit will be due by the Due Date of the Customer's next utility Bill.
- M. Revert to owner accounts and accounts of builder's of residential homes will not be required to provide a Deposit as long as all amounts due and account balances are paid by the Due Date.

#### 3.04 Delinquent Deposits

Failure to pay any Deposit required by these rules and regulations by the Due Date shall constitute grounds for Discontinuance of Utility Service.

#### 3.05 Disposition of Utility Deposits

The City's Director of Finance or a duly authorized representative shall receive and collect the Deposits provided for in this section. Such Deposits shall be kept in a separate account to be known as the "Customer Service Deposit Account". Interest earned on said account shall be deposited to the credit of the Utility Operating Funds. Refunds and/or transfers of Deposits will be handled as outlined in this Section.

## Section 4

### Meter Reading

#### 4.01 Meter Reading Schedule

- A. The City will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the Customer for Utility Service provided during such period.
- B. Meter readings will be taken and Bills ordinarily will be Rendered at regularly monthly intervals, but may be Rendered more or less frequently at the City's option. The normal meter reading and Billing Period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.
- C. It may occasionally be necessary to change the sequence in which meters are read in order to manage meter route sizes. In this event, the City will notify Customers of any excessively long or short bills due to changes in meter reading cycles or route re-design.

#### 4.02 Access to Customer's Premises

- A. Full and free access shall be given the City's duly authorized employees or agents, when properly identified, to the Customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, maintaining, replacing, or removing all of its apparatus used in connection with supplying Utility Service at the Customer's premises or for any other purpose incidental to the Utility Service supplied by the City.
- B. Fences and other obstructions shall not be placed to restrict reading and maintenance of City utility meters, services, and/or facilities. Where meters are located beyond locked doors or padlocked gates, the Customer will provide the City with access. Examples to provide access are to provide a combination locking device, or provide a means of securing the property that will also accommodate a City lock.
- C. Customers are required to keep foliage trimmed so as not to interfere with the reading, maintenance or access to the meter or meter reading apparatus. Customers will be notified by meter reading personnel of the need to trim foliage.
- D. When service is Discontinued, the City shall have the right to enter upon the Customer's premises to Discontinue, cut off, and remove its services as soon as, and as often as, default or other cause shall be made by the Customer which results in the Discontinuance of service.
- E. City representatives whose duty requires them to access the premises of the Customer have an identification card bearing the employee's photograph. The Customer should deny admittance to anyone claiming to be an employee who refuses to display a properly approved identification card. Any uncertainty of identity or purpose should be reported to the City immediately.
- F. Representatives of the City may neither demand nor accept any compensation from a Customer for service rendered during the performance of their duty while on the Customer's premises.

- G. The Customer shall provide and/or describe all necessary easements, rights-of-way, or service access across property owned or otherwise controlled by the Customer for the construction, operation, and maintenance of City facilities required to supply Utility Service. Certain installations may require the Customer to sign an indemnification agreement.
- H. Failure to comply with rules regarding access to the Customer's premises may result in the City removing all of its properties from each and all premises of the Customer and a refusal by the City to provide future Utility Services to the Customer.

#### 4.03 Special Appointments

- A. The City may offer special meter reading appointments on a Saturday or prior to 9:00 P.M. on a weekday.
- B. The Customer may be billed to cover the excess costs of reading the meter outside the normal meter reading cycle as provided in the Summary of Charges in Section 8 of these Rules and Regulations.

#### 4.04 Estimated and Customer Supplied Meter Readings

- A. The City may render a Bill to the Customer based upon estimated meter readings for the following reasons:
  - 1. When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
  - 2. When the City is unable to obtain access to the Customer's premises for the purpose of reading the meter or when the Customer makes reading the meter unnecessarily difficult.
  - 3. When the metering device is determined to be faulty and not recording accurate usage information.
  - 4. When the City has determined that Diversion, Tampering or utility theft has occurred.
- B. When the City renders a Bill based upon an estimated reading, it shall clearly and conspicuously note on the Bill that it is based upon an estimated meter reading.
- C. The Customer may supply the reading to be used in billing by one of the following methods:
  - 1. Mailing a marked meter reading card that was left at the premises by the City meter reader.
  - 2. Phoning the meter reading into the City's Customer Service Division or the City's Meter Reading Division.
- D. The City shall make every effort to ensure that a Customer's initial and/or final Bill(s) for Utility Services are rendered based upon actual meter readings, unless circumstances beyond the control of the City prevent an actual meter reading.
- E. Estimated bills shall be computed based upon the best information available to the Customer Service Division at the time of computation and the method of computation will be at the sole option of the Customer Service Division.
- F. After three (3) successive estimated reads, the City will make a special effort to obtain an actual reading.

## Section 5

### Rendering and Payment of Bills

#### 5.01 Bill Rendering

- A. Non-receipt of Bills by the Customer shall not release or diminish the Customer's obligation with respect to payment thereof.
- B. A Billing shall be Rendered for those Utility Services provided. Such Bill of Utility Service charges shall be due and payable upon receipt by the Customer. Payment shall be made to the City of Independence.
- C. If not paid by the Delinquent Date, the account will be considered delinquent and an additional penalty charge of five percent (5%) will be added thereto. After any Bill shall become Delinquent, any or all Utility Services to such Customer may be Discontinued and may not be resumed until all past due Bills are paid.
- D. The 5% penalty in "5.01 C" above will not be added to Bills Rendered to: Public Schools; Churches and their affiliated schools; charitable organizations, Federal, State, County and City government and their agencies; not-for-profit organizations, including hospitals and utilities that qualify as tax exempt under the Internal Revenue Code of 1954, as amended, Sections 501 and subsections thereof, including 501 (A), (B), (C), and (D); and persons over age 62 who are on Social Security, who are dependent upon such benefit payments for the payment of their Utility Service charges and have provided a signed affidavit on a form to be provided by the Customer Service Division declaring said dependency. The above exceptions will be allowed until such amounts due are in arrears of the Due Date for 60 days or more, at which time the 5% penalty will be added and the Billing will become delinquent and subject to Discontinuance of services.

#### 5.02 Bill Payment

- A. Utility payments received shall be credited proportionately to the proper utility fund.
- B. Partial payments shall be credited to rate-based utility services prior to being credited to any non-rate-based services.
- C. In addition to any other fees, charges, or amounts due the City, a "returned check charge" may be made against a Customer's account as a result of a check issued by a Customer, in payment of an amount due the City, and being returned to the City by the Customer's bank for non-sufficient funds, a closed bank account, or any other reason. In such an instance, the City may require payment of cash of all amounts due. Additionally, the Customer's Utility Service may be subject to Discontinuance for failing to redeem the check returned by the bank.
- D. In addition to any other fees, charges, or amounts due the City, a "credit/debit card charge back" fee may be made against a Customer's account as a result of a credit/debit card payment issued by a Customer, in payment of an amount due the City, and being returned to the City for non-sufficient funds, a closed bank account, fraudulent use, or any other reason. In such an instance, the City may require payment of cash of all amounts due. Additionally, the Customer's Utility Service may be subject to Discontinuance for failing to bring their account to a current status.

- E. The Average Payment Plan is an optional program for residential utility Customers to more nearly equalize the monthly billing amount. For those residential Customers choosing to enter the Average Payment Plan, the following procedures will apply:
1. Any person desiring the Average Payment Plan must contact the Customer Service Division to make application.
  2. No location with less than eleven months usable history will be allowed to sign up.
  3. To apply for the Average Payment Plan the Customer's account must have a zero balance at the time the plan goes into effect.
  4. No partial payments will be accepted on the Average Payment Plan.
  5. A 5% penalty for late payment will be assessed on the Average Payment Plan amount due.
  6. If a Customer requests removal from the Average Payment Plan, then a Bill will be rendered based upon actual usage to date.
  7. If a Customer receives a Delinquent Bill and receives a Disconnect Alert Notice, then that Customer will automatically be removed from the Average Payment Plan and a Bill will be rendered based upon actual usage to date. The Customer will have to wait one year before being allowed to again participate in the Average Payment Plan.
  8. If a Customer receives a Delinquent Bill twice in succession, then the Customer will be automatically removed from the Average Payment Plan even if a Disconnect Alert Notice has not been issued, and a Bill will be Rendered based upon the actual usage to date. The Customer will have to wait one year before being allowed to again participate in the Average Payment Plan.

#### 5.03 Disputed Bill

- A. A Customer or Applicant shall advise the City that all or part of a charge is in dispute by written notice, in person, by electronic mail, or by a telephone message directed to the City at the City's Customer Service Division during normal business hours.
- B. A Dispute regarding a Customer's Bill must be registered with the City at least twenty-four (24) hours prior to the proposed date of Discontinuance of Service as stated on the Customer's Bill.
- C. When a Customer or Applicant advises the City that all or part of a charge is in dispute, the utility shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- D. Failure of the Customer or Applicant to participate with the City in efforts to resolve a dispute shall constitute a waiver of the Customer's or Applicant's rights to continuance of service or to receive service and the City may Discontinue Utility Service for any Delinquent charges.
- E. If a Customer or Applicant disputes a charge, the Customer or Applicant shall pay to the City an amount equal to that part of the charge not in dispute. Failure by the Customer or Applicant to pay the amount not in dispute may result in the Discontinuance of Utility Service or denial of Utility Service by the City.
- F. Customers or Applicants presenting disputes considered frivolous by the City or for the sole purpose of postponing Discontinuance of Utility Service shall have no right to continued or commenced service.
- G. When a Customer or Applicant remains unsatisfied with the results received from the Customer Service Division, the Customer may make a formal appeal in writing for an

alteration, modification or elimination of the utility amount being charged. Such notice must contain a statement outlining the necessary facts and conditions which would allow the Customer a change in the amount charged. Such written notice is to be sent to the Director of the appropriate utility department, who will then arrange an opportunity for the Customer's or Applicant's dispute to be heard. If the Customer's or Applicant's request is granted, the adjustment shall be retroactive to the date when the charges first occurred. All refunds will be applied as a credit to the Customer's account.

#### 5.04 Payment Arrangements

- A. The City recognizes that Customers occasionally experience hardships. Therefore, the City is willing to enter into Payment Arrangements with Customers that are experiencing hardships and are willing to work cooperatively with the Customer Service Division.
- B. When a Customer has been undercharged and a billing adjustment is made to the Customer's account, the Customer may be allowed to defer payments on the adjusted Bill amount for a period equal to the number of billing periods over which the billing error occurred, but in no case will the deferment exceed six months unless approved or authorized by the Customer Service Manager.
- C. Any Customer who is currently receiving service and has an indebtedness to the City for service previously received from the City at the same or a different location will be allowed a maximum of sixty (60) days to repay the indebtedness or be subject to Discontinuance of Service.
- D. When a Customer is unable to pay their normal utility Bill because of a hardship, the Customer is to contact the Customer Service Division and provide any requested information to enable the City's representative to calculate a Payment Arrangement.
- E. The City may allow a Customer to enter into a Payment Arrangement only once in any six (6) month period.
- F. A Customer who fails to keep a Payment Arrangement may be allowed to return to the original Payment Arrangement only once by paying any and all delinquent Payment Arrangement payments within ten (10) working days. Failure by the Customer to redeem the Payment Arrangement will cause the City to consider the Payment Arrangement broken and may cause the Customer to be ineligible for another Payment Arrangement for a period of six (6) months.
- G. If a Customer has two (2) or more consecutive Payment Arrangements that the Customer failed to keep within a one year period, then the Customer may not be eligible for another Payment Arrangement for twelve (12) months.
- H. Failure to keep a Payment Arrangement may subject the Customer's account to the Discontinuance of Service process.
- I. Although the Customer may have entered into a Payment Arrangement with the City, late penalties will still be applied to the Customer's account as appropriate
- J. Payment Arrangements made for amounts in excess of \$500.00 may need to be approved by the Customer Service Manager,

5.05 Bill Transfers

- A. When a Customer Terminates Utility Service at one location within the City's Service Territory and commences like Utility Service at another location within the City's Service Territory, the City may at its sole option transfer any unpaid balances from the Customer's old account at the old location to the Customer's new account at the new location.
- B. When the City discovers that a Customer has an indebtedness to the City for prior Utility Services received that is of the same Class of Service that is presently being received, the City may at its sole discretion transfer that indebtedness from the Customer's old account at the old location to the Customer's current account. The Customer's current account may then be subject to Discontinuance if the indebtedness is not paid.
- C. The City may not transfer non-residential service bills to an account for residential service, nor may the City transfer Bill amounts for residential service to non-residential accounts.
- D. When it is determined that a member of the Customer's household has an indebtedness to the City for Utility Service and the Customer received the benefit of the Utility Service provided to that member of their household, then the City may at its sole option transfer the indebtedness of the member of the household to the Customer's account. The Customer's current account may then be subject to Discontinuance if the indebtedness is not paid.

5.06 Final Bills

- A. Revert to Owner -- For non-owner occupied units, the owner may request, in writing, through an agreement to be provided by the City that Utility Service to the premises not be Terminated or Discontinued upon the rendering of a final Bill for a tenant. In these cases, the owner will assume responsibility and agrees to pay all charges and fees incurred for services provided to the residence or premises from the date of the current Customer's final meter reading until a new Customer or Applicant shall request and be approved for Utility Services. Approval for the new service shall be expressly contingent upon (and service may be Discontinued for the failure of) the owner promptly paying said charges for interim Utility Service when due.
- B. If the Customer has a Deposit, the Deposit will be handled in accordance with Section 3.02 or 3.03, whichever is appropriate.
- C. If the Customer has like Utility Service at a different location within the City's Service Territory, the final Bill may be transferred to Customer's other account in accordance with Section 5.05 above.
- D. If the Customer still has a balance on their account after the City has applied the deposit, the Customer will be given an opportunity to pay the remaining balance. Failure to pay the remaining balance may result in the account being submitted to a collection agency, adverse information being placed on the Customer's credit report, the refusal of future service within the City's Service Territory until the account has been paid in full, and the pursuit of all legal means, including a lawsuit, to collect.

## Section 6

### Billing Adjustments

#### 6.01 Adjustments

- A. For all billing errors, the City will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period as follows:
1. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed twenty-four (24) consecutive billing periods calculated from the date of discovery, inquiry or actual notification of the utility, whichever comes first.
  2. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods calculated from the date of discovery, inquiry or actual notification of the utility, whichever was first.
  3. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
  4. Where, upon test, an error in the measurement of a meter is found to be within acceptable standards, no billing adjustment will be made
  5. The under- or over-collection of sales, use, franchise or payment-in-lieu-of-taxes is not considered a billing error for the purpose of this section, and is subject to collection or refund per the statute of limitations.
- B. When evidence of Diversion, Tampering, or theft is found, or there is misrepresentation of the use of service by the Customer, or misrepresentations of the identity of the Customer, or it was clearly obvious that the Customer should have been aware of and reported to the City an undercharge; the City may calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.

#### 6.02 Meter Testing

- A. At the Customer's request, Independence Power & Light representatives will test the accuracy of the Customer's electric meter. The Customer will be sent a letter containing the results of the test. If the tested meter's calculated weighted average registration exceeds an error of 3.0% under or over registration, the Customer's usage will be adjusted to 100% accuracy for the period specified in 6.01.A.1 or 6.01.A.2. If the tested meter's calculated weighted average registration does not exceed an error of 3.0% under or over registration, the Customer's usage will not be adjusted.
- B. At the Customer's request, City Water Department representatives will test the accuracy of the Customer's water meter. If the meter, when inspected and tested using the City's intermediate and maximum flow rate testing procedures, is found to be more than five percent (5%) incorrect, the Customer's usage will be adjusted to 100% accuracy for the period specified in 6.01.A.1 or 6.01.A.2. If the meter, when inspected and tested using the City's intermediate and maximum flow rate testing procedures, is not found to be more than five percent (5%) incorrect, the Customer's usage will not be adjusted.

- C. There may be a \$25 fee charged for each meter test conducted of residential meters or a \$150 fee for each meter test conducted of a non-residential meters. If the meter tests outside acceptable parameters as described above, the Customer may be reimbursed the charge of the meter test.

6.03 Non-registering Meters

If a previously, properly registering meter fails to register during any period, the Customer Service Division shall estimate consumption based upon the best information available to the Customer Service Division at the time of computation and the method of computation will be at the sole option of the Customer Service Division.

6.04 Incorrectly Marked Meters

If electric or water meters are incorrectly marked by the owner or the electrical contractor/plumber at multi-unit premises, or switched on the paperwork and data entry of metering information, and the consumption on the Customer's Bill is incorrect due to the wrong meter being billed to the occupant, the Customer Service Division may adjust the Bill based on actual consumption as registered on the correct meter regardless of the amount of time or number of Billing Periods during which the incorrect meter was billed to the Customer.

6.05 Retail Utility Rates

If a Customer claims to be on a retail utility rate that is not applicable, the Customer may request to have bills re-computed at the proper retail rate for a period in accordance with Sections 6.01.A.1 and 6.01.A.2. The City will review the circumstances regarding the claim for the Customer being billed on an inapplicable rate and at the City's sole option determine if a billing adjustment is appropriate. As stated in Section 2.03 these Rules and Regulations, the Customer has the responsibility for selection of the appropriate rate schedule.

6.06 Water Leaks

Water leaks are the responsibility of the Customer. At the Customer's request, the City may make an inspection for a water leak. After inspection and determination of repair, an adjustment of up to fifty percent (50%) of the highest monthly water usage may be made one time. The leak inspection serves to inform the Customer of potential problems, but the City makes no guarantee or warranty.

## Section 7

### Discontinuance of Utility Services

7.01 Reasons for Discontinuance include, but are not limited to, the following:

- A. The City reserves the right to Discontinue Utility Service for violation of any Rules, Regulations, or Ordinances of the City of Independence relating to Utility Service.

- B. The City reserves the right to Discontinue Utility Service for conditions which adversely affect the integrity of the utility's delivery system.
- C. The City reserves the right to Discontinue Utility Service for Tampering, Diversion, or unauthorized use of the Utility Service situated or delivered on or about the Customer's premises.
- D. The City reserves the right to Discontinue Utility Service for failure to comply with the terms of a payment or settlement agreement.
- E. The City reserves the right to Discontinue Utility Service for misrepresentation of identity in obtaining Utility Service.
- F. The City reserves the right to Discontinue Utility Service for refusal to grant access to the Customer's premises for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, maintaining, replacing, or removing all of its apparatus used in connection with supplying Utility Service at the Customer's premises or for any other purpose incidental to the Utility Service supplied by the City.
- G. The City reserves the right to Discontinue Utility Service for conditions which adversely affect the safety of the Customer or other persons or presents a hazardous condition in which people or property is endangered.
- H. The City reserves the right to Discontinue Utility Service at the request of public safety officials for just cause.
- I. The City reserves the right to Discontinue Utility Service as provided by State or Federal law.
- J. The City reserves the right to Discontinue Utility Service for non-payment of a Delinquent Bill.
- K. The City reserves the right to Discontinue Utility Service for failure to post a required Deposit or guarantee, or for failure to post any additional Deposit or guarantee as required by the City.

7.02 Insufficient Cause for Discontinuance of Service

The City will not Discontinue Utility Service because of:

- A. The failure of a Customer to pay for a separate account with a different Class of Service received at the same or different location.
- B. The failure of a Customer to pay the Bill of another Customer, unless the Customer whose service is sought to be Discontinued received benefit or use of the service.
- C. The failure of a previous owner or occupant of the premises to pay an unpaid or Delinquent Bill, except where the previous owner or occupant of the premises remains an owner or occupant of the premises or remains a user of the Utility Service or receives benefit of the Utility Service.

### 7.03 Notification

A. The following applies to all items in Section 7.01.A-I.

1. Notice of Discontinuance of service at the time of inspection or visitation to the premises is considered reasonable and complete.

B. The following notification applies to Section 7.01.J and K

1. The City will send the Customer notification of delinquency on the Customer's next regular Bill, reflecting the past due balance and the date by which the past due balance must be paid.
2. If the Bill remains unpaid, a Disconnect Alert Notice for the past due balance will be sent to the Customer approximately two days after the date specified on the notice in 7.03.B.1 above. The Disconnect Alert Notice will notify the Customer of impending Discontinuance of Utility Service and the date on which that Discontinuance is scheduled.
3. An automated phone notification system may contact the Customer approximately two days prior to Discontinuance of Service.
4. If the Customer fails to respond to the above mentioned notices, a field work-order authorizing the Discontinuance will be prepared.
5. The City employee assigned to Discontinue the Utility Service of the Customer will attempt to make contact with the Customer and notify the Customer of the reason for Discontinuance of Service and advise the Customer of the steps necessary to remedy the Discontinuance.
6. At least five (5) days prior to Discontinuance of Service for nonpayment of a bill or Deposit at a multi-dwelling unit residential building at which usage is measured by a single meter, notices of the City's intent to Discontinue shall be conspicuously posted in public areas of the building; provided, however, that these notices shall not be required if the City is not aware that the structure is a single-metered multi-dwelling unit residential building. The notices shall include the date on or after which Discontinuance may occur and advise of tenant rights pursuant to section 441.650, RSMo. The City shall not be required to provide notice in individual situations where safety of employees is a consideration.

### 7.04 Discontinuance

- A. Discontinuance of service will normally take place between the hours of 8:00 a.m. and 4:00 p.m. For emergency situations or situations involving health and safety, Discontinuance may take place at any time.
- B. The City employee Discontinuing the Customer's Utility Service is not authorized and will not receive utility payments at the Customer's premises.
- C. It will be the responsibility of the Customer to make the required payments and Payment Arrangements with the City's Customer Service Division in order to have Utility Service restored.

- D. If Discontinuance occurs because of issues related to conditions which adversely affect the integrity of the utility system; unauthorized interference, Diversion, Tampering, or theft; or any condition which would adversely affect the safety of the Customer, the public or presents a hazardous condition in which people or property are endangered; it will be the responsibility of the Customer to make or have made by a qualified professional any required maintenance, modifications, repairs or adjustments to the Customer's facilities in order to bring those facilities into compliance with the appropriate safety and building codes prior to having Utility Service restored.
- E. Reconnection of service is contingent upon availability of City resources.

#### 7.05 Medical Life Support Equipment

- A. The purpose of this provision is to allow the Customer to either make Payment Arrangements or to make treatment arrangements for the member of their household that has a Health Condition. It is also the intent of this provision to allow the Customer to avoid repetitive situations in which the Health Condition may be aggravated. Therefore, this provision is available to Customers to postpone or delay the Discontinuance of their Utility Service only once in any twelve (12) month period.
- B. The utility will postpone the Discontinuance of Utility Service to a residential Customer, for a period not to exceed fifteen (15) days from the Disconnect Alert Notice date if the Discontinuance will aggravate an existing Health Condition of the Customer, a member of his or her family, or other permanent resident of the premises where service is rendered. The City may require the Customer to provide satisfactory evidence, in writing, by a licensed physician that the Health Condition exists. The forms to convey this evidence will be furnished by the Utilities Customer Service Division.
- C. Postponing the Discontinuance date does not relieve the Customer of the obligation to pay the amount on the disconnect alert notice. The additional time given is to provide for the Customer to make Payment Arrangements through the Customer Service Division, seek assistance from a utility crisis program, or make other arrangements for the care of the individual having the Health Condition.
- D. The Customer's failure to comply with any agreement/Payment Arrangement entered into under this provision will result in Discontinuance of Utility Service.

#### 7.06 Weather Rules for Discontinuing Service

- A. The City will adhere to the following conditions regarding Discontinuance of Utility Service for residential Customers during cold-weather periods:
  - 1. Discontinuance of electric Utility Service to all residential Customers, including all residential tenants of apartment buildings, for nonpayment of bills is prohibited:
    - a. On any day when the National Weather Service local forecast between 6:00 A.M. and 9:00 A.M. for the following twenty-four (24) hours predicts that the temperature will drop below twenty (20) degrees Fahrenheit.
    - b. On any day when utility personnel will not be available to reconnect Utility Service during the immediately succeeding day(s) (period of unavailability) and the National Weather Service local forecast between 6:00 A.M. and 9:00 A.M. predicts that the temperature during the Period of Unavailability will drop below twenty (20) degrees Fahrenheit.

2. The City will not Discontinue electric residential Utility Service due to nonpayment of a delinquent Bill or account provided that:
    - a. The Customer contacts the utility and states the inability to pay in full;
    - b. The Customer applies for financial assistance in paying the heat-related utility Bill from any Federal, State, local or other heating payment fund program for which the Customer may be eligible;
    - c. The City receives an initial payment and the Customer enters into a payment agreement acceptable to the City that enables the Customer to pay preexisting arrears over a period of time while maintaining any new billings in a current status;
    - d. The Customer complies with the City's request for information regarding the Customer's monthly or annual income; and
    - e. There is no other lawful reason for Discontinuance of Utility Service.
  3. Failure of a Customer to honor a payment agreement will result in Discontinuance of Utility Service and the Customer being ineligible for any future payment agreements.
- B. The City will adhere to the following conditions regarding Discontinuance of Utility Service for residential Customers during hot-weather periods:
1. Discontinuance of electric Utility Service to all residential Customers, including all residential tenants of apartment buildings, for nonpayment of bills is prohibited:
    - a. On any day when the National Weather Service local forecast between 6:00 A.M. and 9:00 A.M. for the following twenty-four (24) hours predicts that the heat index will rise above one-hundred (100) degrees.
    - b. On any day when utility personnel will not be available to reconnect Utility Service during the immediately succeeding day(s) (period of unavailability) and the National Weather Service local forecast between 6:00 A.M. and 9:00 A.M. predicts that the heat index during the Period of Unavailability will rise above one-hundred (100) degrees Fahrenheit.
  2. The City will not Discontinue electric residential Utility Service due to nonpayment of a delinquent Bill or account provided that:
    - a. The Customer contacts the utility and states the inability to pay in full;
    - b. The Customer applies for financial assistance in paying the heat-related utility Bill from any Federal, State, local or other heating payment fund program for which the Customer may be eligible;
    - c. The City receives an initial payment and the Customer enters into a payment agreement acceptable to the City that enables the Customer to pay preexisting arrears over a period of time while maintaining any new billings in a current status;
    - d. The Customer complies with the City's request for information regarding the Customer's monthly or annual income; and
    - e. There is no other lawful reason for Discontinuance of Utility Service.
  3. Failure of a Customer to honor a payment agreement will result in Discontinuance of Utility Service and the Customer being ineligible for any future payment agreements.
- C. Exceptions
- Exceptions to the Weather Rules may occur when Payment Arrangements are not kept, checks are written on insufficient funds and the Customers have been notified of those returned checks, a credit/debit card charge-back is received from a bank and the Customer has been notified of the charge-back, for reasons of safety, and for Customer Diversion or Tampering with Utility Service.

## Section 8

### Customer Charges

#### 8.01 Charges for Various Customer Service Functions

- A. A charge of \$15.00 will be assessed for each trip required by a service worker for disconnection or reconnection purposes.
- B. A charge of \$15.00 will be assessed to a Customer for those accounts on which a returned check is received.
- C. A charge of \$15.00 will be assessed to a Customer for those accounts on which a credit/debit card charge-back is received from a bank or credit card company for a charge denial/refusal.
- D. A charge of \$25.00 will be assessed to a Customer for the suspension of water and sewer billing while those Utility Services are not being consumed due to a prolonged absence from the premises.
- E. A charge of \$15.00 will be assessed for turning off a leaking water service line at the stopcock without making an excavation during normal working hours.
- F. A charge of \$15.00 will be assessed for any special meter reading appointment made outside the normal meter reading schedule for that account.
- G. A charge of \$100.00 will be assessed to a Customer when service has been Discontinued for fraudulent use or noncompliance with these service policies.
- H. A charge of \$50.00 may be assessed when a Customer makes application for service at a location and never initiates service at such location.
- I. A service charge of \$100.00 will be assessed to a Customer if electric service must be disconnected at the distribution service pole or distribution service pedestal.
- J. The following applies to electrical temporary service fees:
  - 1. A charge of \$50.00 will be assessed for temporary service facilities.
  - 2. This charge will apply to every unit in an apartment complex even though the same facilities may be used during the construction of the complex.
- K. The following applies to water supplied through a temporary meter at a fire hydrant:
  - 1. A deposit charge between \$250.00 and \$1,500.00 will be made for water supplied through a temporary meter at a fire hydrant.
  - 2. An extension agreement may be granted which will incur a monthly charge of \$30.00 for each month of the agreement.
  - 3. A charge of \$50.00 will be assessed for initiation of a contract and the installation/removal of equipment.
  - 4. A charge of \$15.00 will be assessed for inspection of hydrant and meter (once removed).
  - 5. A charge of \$15.00 will be assessed for each time the meter is moved to a new location.
- L. Actual costs will be assessed for repair or replacement of damaged electric meters.

- M. There may be a \$25 fee charged for each meter test conducted of a residential meter or a \$150 fee for each meter test conducted of a non-residential meter. If the meter tests outside acceptable parameters, the Customer may be reimbursed the charge of the meter test.
- N. The following charges will apply for replacing frozen or damaged water meters:
- |                     |                       |
|---------------------|-----------------------|
| 1. 5/8 inch service | \$47.00               |
| 2. 3/4 inch service | \$48.00               |
| 3. 1 inch service   | \$69.00               |
| 4. Larger size      | Actual Costs incurred |
- O. Actual costs will be assessed for water service that must be excavated in order to Discontinue Utility Service.
- P. Water tap fees will be assessed as follows:
1. A charge of \$90.00 will be assessed for a 3/4 inch tap.
  2. A charge of \$100.00 will be assessed for a 1 inch tap.
  3. A charge of \$235.00 will be assessed for two - 1 inch taps in order to provide either a 1 ½ inch or a 2 inch service
- Q. Actual costs will be assessed for Utility Service that must be Discontinued, Terminated or Reconnected after normal business hours or when overtime is required for service personnel to Discontinue, Terminate or Reconnect Utility Service.
- R. In addition to all other applicable service charges, there shall be assessed to any Customer who uses or receives the direct benefit of all, or a portion, of any Utility Service with knowledge of, or reason to believe that, a diversion, tampering, or unauthorized connection existed at the time of use, or that the use or receipt was without the authorization or consent of the utility, an amount equal to the estimated value of the Utility Service not appropriately billed or three times the value of the Customer's estimated monthly usage for the month the theft or tampering is discovered, whichever is greater; plus the actual cost to repair any equipment damaged in the theft or tampering, plus any costs incurred during the investigation, prosecution, remedy, billing, collection or any other activity associated with the Diversion or Tampering.

## Section 9

### Utility Service Diversion

#### 9.01 Unlawfulness

It is unlawful for any Person to Tamper with, Divert, or steal Utility Service. (Provisions are specifically set out in Chapter 12 of the City Code or other applicable law.)

#### 9.02 Prosecution of Diversion

- A. The City may, at its sole option, prosecute the Customer under the applicable laws of the State of Missouri and/or the City of Independence for Tampering, Diversion, utility theft or other violation whenever such violation is discovered.
- B. The Customer shall remit to the City any and all monies owed for the City's costs incurred in identifying, remediating, prosecuting, collecting, and any other charges related to the Diversion,

Tampering or theft of Utility Service. Failure to do so may result in Discontinuance of Utility Service.

- C. In the event a Customer's Utility Service has been Discontinued due to theft, Diversion, Tampering, unsafe conditions or damage to City equipment, all Customer owned equipment/facilities shall be upgraded to meet current codes, including the placing of the Customer's electrical utility service entrance underground if necessary, and inspected by the City including, but not limited to Code Enforcement, prior to the Customer's service being reconnected.

## **Section 10**

### **Utility Rates and Service Policies**

#### **10.01 Utility Rates**

Electric, water and sewer rates are approved by the Independence City Council. Copies of the current rates are available from the respective utility's administrative office or from the City Clerk. The Customer is responsible for the final selection of the applicable rate schedule as outlined in Section 2.03 of these Rules and Regulations.

#### **10.02 Service Policies**

The City Power & Light, Water, and Water Pollution Control Departments establish and maintain service policies detailing the provision of the respective Utility Services to Customers, architects, engineers, contractors, electricians, and those engaged in the planning and construction of Utility Services and meter installations. Customers may contact the respective utility departments for policies regarding new construction, building improvements and the general delivery of Utility Service.

## **Section 11**

### **Failure to Comply**

#### **11.01 Failure to Comply**

If the Customer fails, neglects, or refuses to comply with these rules and regulations, the City shall have the right to Discontinue all its services to the Customer and to remove its property from the Customer's premises upon mailing notice to the address to which the monthly bills are sent. The notice must contain the reasons for the Discontinuance and the approximate date upon which services will be Discontinued.