

## APPENDIX "C"

### MUNICIPAL UTILITIES

#### BILLING AND COLLECTION POLICY

Policy and procedures for disputed accounts, time payments plans and involuntary termination of utility service(s).

#### SI:00 GENERAL PROVISIONS

##### SI:01 PURPOSE

It shall be the policy of Municipal Utilities to promulgate these procedures applicable to all situations involving disputed accounts, delinquent accounts and involuntary termination of utility service(s) which provide for fair and uniform treatment of its customers and provide more responsive service to the residents of the City of Poplar Bluff, Missouri.

##### SI:02 (A) APPLICABILITY

This policy and these procedures shall apply to all residential customers of the Municipal Utilities in cases involving:

- (1) All situations involving disputed amounts due to the department(s) by residential customers.
- (2) All situations involving the involuntary termination of residential utility service(s).
- (3) All situations where a residential customer is unable to pay his current charges for utility service(s) and desires to make repayment arrangements.

##### SI:02 (B) AVAILABILITY OF THESE PROCEDURES

The department(s) shall prepare, in written form, copies of this procedure to be given to all customers upon request and shall make each new customer of the department(s) upon the commencement of service(s), aware of the availability of the copy. Copies shall be available at all offices of department(s) and shall be prominently displayed.

##### SI:02 (C) NON-DISCRIMINATION

The City of Poplar Bluff and Municipal Utilities shall neither discriminate against nor penalize a customer for exercising any right granted by these procedures.

##### SI:02 (D) PROMULGATION OF RULES AND FORMS

The City of Poplar Bluff and/or Municipal Utilities may adopt such reasonable rules and forms as are necessary and not inconsistent with, to further these policies and procedures.

##### SI:02 (E) LIMITATIONS

Nothing in these procedures shall affect:

- (1) The right of the City's and/or department's right to collect all amounts due and owing by any customer through judicial or other lawful means.
- (2) In those cases where the new service(s) is/are predicated by the department(s) solely on the payment of delinquent former accounts, the customer may employ the time payment plan procedures as provided in S4:03.

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### S1:02 (F) SEVERABILITY

In the event that any specific procedure or policy herein shall be determined void, invalid or illegal under the ordinances, statutes or laws of the City of Poplar Bluff, State of Missouri, or the United States, the remaining policies and procedures will remain in effect as if the illegal, void or invalid policies and procedures were not included herein.

### S1:02 (G) CONFLICT OF REGULATIONS OR ORDINANCES

In the event that any policy or procedure herein provided directly conflicts with any regulations, rules or policies of the Municipal Utilities Advisory Board for the City of Poplar Bluff and/or Municipal Utilities, the provisions of this policy shall prevail.

### S1:02 (H) DEFINITIONS

The following definitions shall apply to this policy:

- (1) **AUTHORIZED EMPLOYEE(S):** Any employee(s) of either the City of Poplar Bluff and/or Municipal Utilities having the authority to (a) prevent termination of utility service(s), (b) enter into agreements for repayment of utility bills which are binding upon the department(s) and the City, (c) credit on accounts in cases of disputed bills, (d) order the reconnection of any previously terminated utility service(s).
- (2) **BILLING PERIOD:** A utility service usage period for the purpose of sending regular billing statements.
- (3) **CURRENT CHARGES:** Those charges for utility service(s) on any billing statement for any billing period which are not delinquent.
- (4) **CUSTOMER:** A purchaser of any residential utility service.
- (5) **DELINQUENT AMOUNT OR ACCOUNT:** The amount of any charges in any billing period due Municipal Utilities by any customer not paid as provided for hereinafter.
- (6) **DEPARTMENT(S):** Shall refer to the City of Poplar Bluff Municipal Utilities, their employees, agents, and members of their advisory boards.
- (7) **DISPUTED ACCOUNT OR AMOUNT:** Any amount of a customer billing statement, current and delinquent, which are totally or partially disputed by the customer.
- (8) **NOTICE:** Any notice required by these procedures to be given by the department(s) to any customer shall be in writing.
- (9) **RESIDENTIAL SERVICE(S) OR USE:** The provision of utility services (electric, water and/or sewer) for the personal family and household purposes of any customer.
- (10) **TIME PAYMENT PLAN:** An agreement between the department(s) and any customer for the payment of any current, delinquent and/or disputed amounts.
- (11) **TERMINATION:** The intentional cessation of utility service(s) by the department(s) not requested by a customer.
- (12) **UTILITY CHARGES:** The rates and other charges, including service and connection charges, for utility service(s).
- (13) **UTILITY SERVICE(S):** The usage of electric, water or sewer services provided to the customer by the department(s).
- (14) **VOLUNTARY TERMINATION:** The cessation of utility service(s) requested by the customer.

### S2:00 BILLING PROCEDURES

For the purposes of this policy, the following billing procedures shall apply:

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### S2:01 (A) GENERAL BILLING PROVISIONS

Meters of Municipal Utilities shall be read on or about the same day of the month in each cycle and in a sequence that will cause as near as possible billings to be rendered for periods of thirty to thirty-one days of service delivered.

### S2:01 (B) PREPARATION AND MAILING OF BILLS

- (1) Customer bills shall be prepared and placed in the mails as first class matter. The bill for service(s) rendered during the previous month shall be considered due and payable upon receipt of bill.
- (2) The City of Poplar Bluff applies a ten percent (10%) penalty on electric bills paid after the penalty date following the month during which service(s) was/were rendered.
- (3) The City of Poplar Bluff applies a five dollar (\$5.00) late fee on City Cable bills paid after the penalty date following the month during which service(s) was/were rendered.
- (4) A night deposit box is available to the public on the front of the building at 3000 North Westwood Blvd.
- (5) If payment is made to the City by way of United States Postal Service, payment must be received by Municipal Utilities prior to the penalty date.

S2:01 (C) The department(s) shall not assess any charge over and above its normal charge for delinquent accounts against any customer for exercising any right granted by this policy.

S2:01 (D) Every billing statement for residential utility service(s) shall clearly state:

- (1) The beginning and ending meter readings of the billing period and the dates thereof.
- (2) The date when the amount owed is due is the date when it will be considered delinquent.
- (3) Any previous balance owed.
- (4) The amount due for electric, water and sewer services separately itemized.
- (5) The amount of all other charges separately itemized.
- (6) The total amount due.

## S3:00 DISPUTED ACCOUNTS

### S3:01 (A) GENERAL DISPUTE PROVISIONS

The department(s) shall establish procedures which will insure the prompt, efficient and thorough receipt, investigation and resolution, when possible, of all disputes involving residential utility charges.

S3:01 (B) The utility shall establish personnel procedures which, as a minimum, insures:

- (1) That qualified personnel shall be available and prepared at all times during normal business hours to receive and respond to customer disputes.
- (2) An authorized employee is available at all times during normal business hours who is authorized to enter into written settlement agreements on behalf of the department(s) and who has the authority to rescind termination or to order reconnection of previously terminated service(s).

S3:01 (C) These dispute procedures are initiated, in writing, in person at the departments' offices, during normal business hours.

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S3:01 (D) Any party to a dispute under these procedures shall at all times have the right to be represented by counsel or other authorized representatives during any stage of the dispute procedures.

S3:01 (E) The department(s) shall keep accurate, written records of all disputes under these procedures for two (2) years following the initiation of any dispute.

S3:01 (F) The department(s) and the customer can enter into a settlement of any disputed amount at any time during the dispute procedures stated herein.

### S3:02 (A) INITIAL DISPUTE PROCEDURES

If it appears that any customer is denying any part of the liability pursuant to any billing statement(s) which show amounts owed by said customer, the department(s) through the authorized employee shall:

- (1) Provide the customer with a copy of this procedure, regardless of whether said customer has previously been so provided.
- (2) Record the date, name and address of the customer and a brief statement setting forth the nature of the complaint.
- (3) Give the customer an opportunity to present his/her version of any facts surrounding the disputed amount.

S3:02 (B) The customer shall present his dispute to the authorized employee. Upon listening to the customer, the authorized employee shall fully and promptly investigate the dispute.

S3:02 (C) Within five (5) days of the initiation of the dispute, the authorized employee shall either allow or deny the disputed amount.

- S3:02 (D) The decision of the authorized agent shall be in writing, if requested, and shall also include:
- (1) A brief statement of the reasons supporting the decision.
  - (2) Notice to the customer of his/her rights to further appeal with instructions on how to file such appeal.
  - (3) Notice to the customer of the provisions of the time payment plan under S4:03.

### S3:03 (A) APPEAL OF THE DECISION OF THE AUTHORIZED EMPLOYEE

Any customer dissatisfied with the decision of the authorized employee shall have the right to a hearing de novo before Municipal Utilities Advisory Board.

S3:03 (B) The customer desiring appeal shall file with the authorized employee a written notice of appeal within ten (10) days of receipt of the authorized employee's initial decision. The authorized employee shall keep accurate written records of the date and time of when such appeal is received.

S3:03 (C) The hearing shall be held at the next regularly scheduled meeting of the Advisory Board providing said meeting is no sooner than seventy-two (72) hours from the date and time of the receipt of the notice of appeal.

S3:03 (D) Each party to the dispute shall have the right to present evidence and to call witnesses in support of his/her version of the facts surrounding the disputed amount.

S3:03 (E) The Advisory Board shall hear all of the evidence and render its decision by majority vote either:

- (1) At the time of the hearing, or
- (2) At or before the next regularly scheduled meeting of the Advisory Board.

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S3:03 (F) The decision of the Advisory Board shall be reduced to a written decision as soon as reasonably possible. Said decision shall:

- (1) Give reasons in support of the decision.
- (2) Be mailed to the customer within five (5) days of the date of the decision by the Advisory Board.

S3:03 (G) In the event that the hearing or the dispute shall be before the Advisory Board, a dissatisfied customer shall have the right to further appeal de novo before the City Council subject to the following:

- (1) The customer shall make written request for further appeal within ten (10) days of the receipt of the Advisory Board decision. Said request shall be in writing to the authorized employee who shall keep written records of the date and time of receipt of such request.
- (2) A hearing shall be scheduled for the next regular meeting of the City Council providing said meeting is no sooner than seventy-two (72) hours from the date and time of the receipt of the notice of the appeal.
- (3) Each party to the dispute shall have the right to present evidence and call witnesses in support of his/her version of the facts surrounding the disputed amount.
- (4) The City Council shall hear all of the evidence and render its decision by majority vote either at the time of the hearing or at or before the next regularly scheduled City Council meeting.
- (5) The decision of the City Council shall be reduced to written decision which shall give reasons in support of the decision and which shall be mailed to the customer within five (5) days of the date of the initial decision.

S3:03 (H) A decision by the City Council shall be considered a final administrative action by the City.

S3:03 (I) In the event of a decision in favor of the customer, that amount shall be credited to the customer's account as soon as is reasonably possible.

S3:03 (J) In the event of a decision against the customer, the disputed amount shall then be considered due and owing as if it were included as part of a regular monthly statement.

## S4:00 DELINQUENT ACCOUNTS

### S4:01 NEW CUSTOMERS

For newly connected accounts being billed for the first time, the account shall be considered to be delinquent on the penalty date of the month following providing the grace period before the penalty is applied has not been extended under other provisions in this policy. Immediately following the application of the penalty on such new account, a termination notice, as provided herein, will be mailed in the next first class mail.

### S4:02 ESTABLISHED ACCOUNTS

After two or more months of service(s) has/have been delivered by Municipal Utilities, all customers not covered in S4:01 shall be considered to be delinquent and subject to being served notice of disconnection after the first day of the month following sixty days of delivery of service(s) that has not been paid in full.

### S4:03 TIME PAYMENT PLAN

A time payment plan will be available for persons whose accounts have become delinquent due to, but not limited to, illness or other personal disaster. Upon proper evidence of such illness, personal disaster, or other valid reason, arrangements can be made with the person whose name appears on the City's service termination notice as the person who has authority to adjust bills, to arrange a time payment schedule to bring the account to a current status. Time payment shall equal seventeen percent (17%) of the arrears bills plus current bills until the account is paid in full. A ten percent (10%) penalty will be charged for each month's service(s) until the account is paid in full.