GENERAL
RULES & REGULATIONS



ROLLA MUNICIPAL UTILITIES
102 East 9th Street
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(573) 364-1572

Approved by the RBPW on August 25, 2026
Effective August 25, 2026

Rolla Municipal Utilities

GENERAL RULES AND REGULATIONS

Rolla Municipal Utilities (RMU) appreciates the opportunity to serve your electric and water needs. Rolla continues to be a city of substantial growth, and RMU plays an important part in that growth pattern. Whether it's Residential or Non-Residential, there will always be a need for the commodities RMU has to offer.

The purpose of RMU's General Rules and Regulations is to make the process a little easier for you, our Customer, to understand and follow, and to provide you with informative material on how to obtain service from Rolla Municipal Utilities in a timely manner. RMU's General Specifications for Construction (Electric and/or Water) are available on RMU's website at www.rmurolla.org or at the RMU Business Office, upon request.

Contact RMU's Business Office at 102 West 9th Street, Rolla, Missouri. The office is open between the hours of 8 a.m. and 4:30 p.m., Monday through Friday (except holidays). Drop by to visit or give us a call at (573) 364-1572.

I. ESTABLISHING AND TERMINATING SERVICE

A. It shall be unlawful for any person, business entity, or otherwise, desiring to purchase, establish or receive, at a specified location and premises, any utility service from RMU without first making an online application, or other manner authorized by RMU, for such services.

B. All Applicants for utility service shall be subject to all rules and regulations and to all applicable ordinances or provisions thereof of RMU and the City of Rolla, which may be now or hereafter in force.

C. Any Applicant desiring utility services provided by RMU shall make application and provide current photo identification to the RMU Business Office. Application will be for electricity and/or water services as applicable. A separate application shall be made by an Applicant for each metering point, at each location the Applicant desires service. The application may be made online or in person at the RMU Business Office located at 102 West 9th Street.

D. At a minimum, the application shall require the Applicant, and any co-Applicant, to provide the following information, where applicable:
   1. The physical street address and location where services shall be delivered.
   2. The full name, mailing address, telephone number, mobile number, email address, and any other pertinent identification and contact information for any Applicant, co-Applicant or any other adult household member that currently does or will reside at the residence where services will be delivered.
   3. The name, address, telephone number, and other pertinent identification and contact information for any employer of any Applicant.
   4. A statement whether any Applicant or any person residing in the premises which is the subject of the application have been the recipient of any utility services from RMU, and, if so, the name(s) and prior service premises addresses for any such prior receipt of services.
   5. A scan of any Applicant's driver's license, or if none, a valid photo identification.
   6. Any other information deemed necessary to allow RMU to determine whether to approve an application and safely provide services in compliance with any applicable local, state or federal law.

E. RMU shall not be required to commence supplying service to an Applicant, or if commenced, RMU may discontinue such service, if during the application process such Applicant or any member of his/her household (either having received benefit and use of the previous service) is indebted to RMU for the previously supplied services at such premises or any other jointly owned or occupied premises until payment of such indebtedness shall have been made.

F. RMU shall not be required to commence supplying service to an Applicant, or if commenced, RMU may discontinue such service, if at any time the Applicant has provided RMU with any false or misleading information for the purpose of obtaining utility services from RMU. The information referenced herein may include, but is not limited to, information regarding their personal identification, identification of other household members, previous utility service history with RMU, or any other information required by RMU to establish or continue utility services.

G. The Applicant shall complete and sign the application in the true name of the customer desiring utility services and the use of a fictitious name shall constitute good and sufficient reason for RMU to deny the application or to terminate service upon discovery of such falsehood.

H. In the event the Applicant is a business entity, including, without limitation, a corporation, partnership, limited liability company or sole proprietorship whether or not the sole proprietorship is utilizing a registered fictitious name, RMU shall be permitted to require the application to be submitted by, and the payment of the charge for services to be rendered guaranteed by, an individual or individuals in the name

of said individual(s). The refusal of an Applicant to make such submission and to provide such guarantee may constitute good and sufficient reason for RMU to deny the application for service.

I. Applications requiring the construction of service facilities shall be made in accordance with appropriate governing rules, regulations and policies of the respective departments.

J. If the Applicant is terminating service at one location within RMU's service territory and requesting new service at another location within RMU's service territory, all delinquent bills shall be paid prior to commencing service at the new location. Any outstanding bill(s) and/or service deposit(s) will be transferred to the new location. The Applicant may have up to two weeks, with both locations active, before being subject to a second service deposit unless otherwise authorized by the RMU General Manager.

K. No application shall be approved if it is determined by RMU that the application is not complete or otherwise is not in compliance with all rules and regulations and all applicable ordinances or provisions thereof of RMU and the City of Rolla, which may be now or hereafter in force.

L. Commencement of service by RMU 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 benefitting from the service, to receive service under these rules and regulations. This agreement shall be considered a binding contract between RMU and the Customer(s) with the obligations of the parties continuing on a month-to-month basis until terminated by either RMU or the Customer(s).

M. 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 the termination date as agreed to by RMU through proper notification by the Customer.

N. A submitted application shall include an agreement by the Applicant:
   1. To notify RMU, in advance, of any planned relocation or intent to terminate service, and to simultaneously provide RMU with an accurate forwarding mailing address to permit RMU to complete and forward the final bill and invoice and to remit any applicable refund to the Applicant and Customer.
   2. To permit RMU to conduct a check and review of the Applicant's credit history as well as the Applicant's three most recent years' payment history with other utility service providers and to execute any written consent or authorization necessary to permit RMU to conduct such checks or review such histories.

O. A submitted application shall include an agreement by the Applicant, upon approval of the application, to comply with all rules and regulations and all applicable ordinances or provisions thereof of RMU and the City of Rolla, which may be now or hereafter in force and which are set forth within the written application, which shall become the contract and agreement for the provision of services between RMU and the Applicant.

P. A submitted application shall include the Applicant's acknowledgment and/or agreement (as applicable) that:
   1. The failure to pay the charges for the services provided or furnished by RMU shall constitute good and sufficient reason for RMU to terminate such services;
   2. In the event of non-payment for such services, RMU shall be entitled to take legal action against said occupant, user or person purchasing or receiving such services or any owner of such premises in a civil action in a court of law of competent jurisdiction to receive and collect any sums due for such services, to include an award for reasonable attorney fees and their costs incurred in such suit.
   3. For the purposes of any legal action brought to collect any sums due and unpaid for services, the Applicant expressly agrees that venue shall be proper in the Circuit Court of Phelps County, Missouri, and any such legal action shall be brought in the Circuit Court of Phelps County, Missouri.

Q. An approved application for utility services and/or utility services applied for under an RMU Service Connect Order are not transferable. Any change in the actual identity of the Customer receiving services at a specific location and premises shall require the submission of a new application for services to ensure the continued delivery of services. In such an event, the failure to make a new application for services shall constitute good and sufficient reason for RMU to terminate services.

R. Violation of or non-compliance by the Customer, of any of the rules and regulations and all applicable ordinances or provisions thereof of RMU and the City of Rolla, which may be now or hereafter in force

shall constitute good and sufficient reason for RMU to terminate services to the Customer.

II. DEPOSIT REQUIREMENTS

Upon Rolla Municipal Utilities' (RMU) receipt of a fully executed Service Connect Order and a current photo identification, RMU may require every person, persons, corporation, partnership, limited liability company or other business entity requesting electric and/or water service to make a deposit prior to providing service. This deposit is to be pledged to RMU by the person, persons, corporation, partnership, limited liability company or other business entity requesting service as security for payment of bills incurred by said depositor for services provided by RMU.

The depositor may make the required deposit in any one of the following ways:

A. Cash Deposit: A cash deposit paid directly to RMU. Deposit requirements of any amount may be satisfied by a cash deposit.

B. Insurance Bond: Insurance bonds are an option to satisfy a deposit when the deposit requirement is greater than $2,000. This is an Insurance Bond purchased by the depositor from an insurance company that is duly authorized to transact business under the laws of the State of Missouri. The insurance company, through this bond, will act as surety to guarantee payment of all bills incurred by the depositor for services provided by RMU. This Surety Bond must contain a clause stipulating that RMU must be notified in writing at least sixty days in advance of cancellation or decrease in the amount of this bond. An example will be provided for your insurance company. RMU reserves the right to reject any insurance bond from any insurance company.

C. Irrevocable Letter of Credit (ILOC): ILOC's are an option to satisfy a deposit when the deposit requirement is greater than $2,000. An ILOC must be from a federally insured bank, and must authorize RMU to make demands for payment, by sight draft for a period of five years from the date of issuance or upon the termination of service where any and all obligations of the Customer to RMU have been satisfied in full, whichever shall first occur. This ILOC must also contain a clause stipulating that RMU must be notified in writing at least sixty days in advance of cancellation or decrease in the amount of this ILOC. If the use of an ILOC is otherwise acceptable to RMU, then use of the ILOC form provided by RMU, by reference, shall be deemed acceptable. RMU reserves the right to reject any ILOC from any bank.

Upon request, deposit schedules are available at the RMU Business Office.

The RMU Business Office may reevaluate any or all Customer deposit amounts at any time. RMU reserves the right to require a deposit where none was previously required, to require an additional deposit subsequent to the initial deposit, or to require another deposit or the re-payment of a deposit following any full or partial refund of a prior deposit, where deemed necessary to secure future payment of bills incurred by a Customer. This reservation of rights shall be exercised in a manner reasonably related to the need to secure payment for utility services rendered based upon all relevant information known to RMU including, without limitation, a showing that the actual monthly bills exceed the amount estimated, or if the Customer has no deposit with RMU and becomes delinquent in payment of his or her monthly utility bills. Customers may also be subject to a new deposit amount when they change utility service location(s) or if the Customer seeks relief under the Bankruptcy Code, provided that any such action by RMU in the event of a Customer's Bankruptcy shall be taken in accordance with any then applicable provision of the Bankruptcy Code.

All Customer deposits will become subject to refund after five years from the date the deposit is paid, if the depositor establishes a good record of payment with RMU by paying all bills on or before the thirty-fourth day after the billing date on the bills. RMU will make Cash Deposit refunds by applying the deposit to the Customer's utility bill during the month in which the deposit becomes five years old unless alternate arrangements have been made with the Customer.

All Customer Cash Deposits remaining at the time the Customer has a final bill will be refunded by applying the deposit to that Customer's final utility bill unless alternate arrangements have been made with the Customer. Any deposit held by RMU may be applied to the total amount owed by the Customer.

RESIDENTIAL CUSTOMER

A Residential Customer is any Customer who purchases the majority of the electricity and/or water for his or her personal domestic use. Domestic use shall mean for noncommercial, nonbusiness, or nonindustrial purposes as specified in Section 144.030(23) RSMo. This classification is intended to satisfy the provisions of that law by establishing a classification system permitting sales of metered electricity and water to be classified as "Residential" and exempt from the collection of state sales tax by RMU.

The amount of the deposit(s) shall be established by RMU. Current deposit rates may be obtained by contacting RMU's Business Office.

Residential Customers may pay their deposit with cash, personal check, Credit Card (Visa, MasterCard, or Discover), or Debit Card. When paying a deposit on-line, E-Check is also a payment

option. E-Check and Credit/Debit card transactions by a Customer shall be limited to $2,000.00 transactions.

NON-RESIDENTIAL CUSTOMER

A Non-Residential Customer is any Customer that purchases the majority of its electricity and/or water for any non-domestic purpose such as for commercial business or industrial purposes.

If the Customer is a Limited Liability Company (LLC), a copy of its Operating Agreement is required before service can be granted. If the LLC is manager-managed, only the manager may sign RMU's Customer Connect Order. If the LLC is member-managed, any of the members identified in the Operating Agreement may sign the RMU Customer Connect Order. RMU reserves the right to require any of the individual members or a third party to execute a guarantee of the LLC's obligation. Failure to execute a guarantee of the LLC's obligation will result in RMU holding the service deposit beyond five years, until services are terminated and settled. In all cases, all signing parties must provide current photo identification.

The amount of the deposit(s) shall be established by RMU. Non-Residential deposits are established based on RMU's maximum exposure for two consecutive months.

All Non-Residential Customers may pay their Cash Deposit with cash, a check from their personal or business bank account, Credit Card (Visa, MasterCard, or Discover), or Debit Card. If paying a deposit on-line, E-Check is also a payment option. E-Check and Credit/Debit card transactions by a Customer shall be limited to $2,000.00 transactions.

III. RATES AND FEES

All rates and fees are established by the Rolla Board of Public Works and are on file with the RMU Business Office. Upon request, rate and fee schedules are available.

Rate classification for new accounts will be assigned based on projected usage information as determined by RMU. Once actual billing history is available on new accounts, rate classifications are subject to immediate change when actual usage demonstrates consumption of a different rate classification than previously projected.

**Accounts will be reviewed by RMU for classification each November. If the annual review indicates a change in rate classification due to the customer exceeding demand threshold levels, a notice, in writing, will be provided by RMU during which time the customer can make process changes to allow them to remain in the existing rate schedule. If within twelve (12) consecutive calendar months after notification, the customer's billing demand exceeds the demand thresholds as required by the rate schedules, the customer will be subject to a change to the proper rate class.*

Upon effective date or during future November reviews, accounts which cease to exceed demand thresholds in their most recent twelve-month billing history or exhibit reductions due to change of use will be reviewed by RMU and will be revised to the appropriate rate class at the next billing period unless a customer objection is received.

Prior billed consumption history is not subject to rate adjustment.

A. Listed below are electric **rate classes**:

1. Residential: Applicable to any Customer with an actual monthly demand of less than 100kW, that purchases the majority of their electricity for personal domestic use as defined in Section 144.030(24) RSMo. A business and/or place requiring a license to do business shall not be considered under this rate schedule. Rate and Service Availability Fee is determined by type of service: single-phase or three-phase.

2. Commercial: Applicable to all Non-Residential Customers with actual monthly billing demand of less than 100 kW. Rate and Service Availability Fee (SAF) is determined by type of service: single-phase or three-phase.

3. Power Service: Applicable to all Customers with an actual monthly billing demand of 100 kW or greater, but less than 1000 kW during two months or more in the billing periods of July through October.

4. Industrial: Applicable to all Non-Residential Customers whose actual monthly billing demand exceeds 1000 kW during two months or more in the billing periods of July through October.

5. Area Roadway Lighting:
   - Metered Lighting. Applicable for overhead outdoor lighting separately metered by RMU and used primarily for area lighting, roadway lighting, parking lot lighting, or illumination of outdoor athletic facilities. Deminimus usage for auxiliary structures, such as restrooms or concession stands may be included in this rate class at the discretion of RMU.
   - Non-Metered Lighting. Applicable for overhead outdoor lighting not metered by RMU and used

exclusively for area lighting.

B. **Service Availability Fees**:

1. Electric: SAF is charged based on rate classification.

2. Water: SAF is charged based on the water meter size.
   A customer may request a smaller water meter to reduce Service Availability Fee charges. The work to adapt the meter connection, including all parts and labor, shall be the responsibility of the customer. In the event the customer experiences low water volume due to the smaller meter size, it shall be the customer's responsibility to restore the original meter connections which allows a larger meter to once again be installed.

3. Net Metering customers shall be charged Service Availability Fees based on the current rate classification at the time of application for a net metering connection. Should the service connection be modified, at the time of the net metering installation or any time thereafter, in a manner which causes the service connection to fall under a different rate class, the customer shall be charged SAFs based on the new rate class of the service connection. When the net metering installation utilizes two (2) meters, at the request of RMU, only one Service Availability Fee shall be charged.

IV. BILLING AND PAYMENTS

RMU will endeavor to deliver to the Customer, by mail, electronically or other means, a monthly statement of the amount due RMU. Failure to receive any statement from RMU will not entitle the Customer to delay the settlement of each month's account beyond the date when the bill is due and payable. Unless otherwise specified, all bills will be due and payable at the office of RMU. Statements will be transmitted monthly.

When, during any one-month period, a meter fails to correctly register the amount of electricity and/or water consumed, the amount of the bill will be estimated based on previous usage. Utility bills rendered which are based on incorrect registrations due to improper meter connections, the application of an improper meter constant or similar reasons, shall be subject to adjustment for the last twenty-four month period during which an error existed.

When, during a two (2) month billing period, a water Customer experiences a service line failure, a maximum of a 50% credit for abnormal water usage may be credited to their utility bill upon successful repair of the failure.

Customers may pay their utility bill with cash, check, Credit Card (Visa, MasterCard, or Discover), or Debit Card. When paying a utility bill on-line, E-Check is also a payment option. E-Check and Credit/Debit card transactions by a Customer shall be limited to $2,000.00 transactions.

Customers may choose to have their utility bills deducted directly from their bank checking account. To authorize this service, please come to the RMU Business Office with a voided check and complete an authorization form.

Customers may pay their utility bills by mailing it to Rolla Municipal Utilities, P.O. Box 767, Rolla, MO 65402-0767, or by bringing their payment to one of the following locations:

- **RMU Business Office** located at 102 West 9th Street, Rolla, Missouri.
- **Drop Boxes**. RMU has two (2) drop boxes. The first one is a drive-up box located on Elm Street, between 9th & 10th Streets, and the second is a drop box located on the front of the RMU building located at 102 West 9th Street. NOTE: All payments received after 3:00 p.m. will process the next business day.
- **Many of the Rolla area banks**. Submit your current utility bill to the bank, they will collect the amount due, and stamp the bill PAID. If you pay by check at a bank, please make your check payable to RMU. Rolla banks will not accept payment on past due bills.
- **On-Line** bill pay is available through www.rmurolla.org. RMU account number and pin is required.
- **Telephone** payment is available through Interactive Voice Response (IVR). RMU account number is required.

Accounts not paid on or before the thirty-fourth day after the billing date will be subject to termination. In the case where service is discontinued for reasons noted in this section, service will only be reconnected after satisfactory agreement with RMU for the payment of all monies due.

RMU allows payment extensions to customers who sign an extension agreement prior to disconnect date. However, approximately one-half of the bill must be paid before an extension can be granted. A payment extension will extend the disconnect date approximately five additional business days from the original disconnect date.

Any Customer whose payment is returned to RMU by a bank or credit card institution for any reason, shall pay a Return Check fee. This fee, in addition to the payment, shall be due immediately upon notice, written or verbal, by RMU. Receipt of a returned payment may constitute nonpayment of a utility bill.

A second notice, sometimes referred to as a late notice, will only be provided electronically. The customer must elect or subscribe to this service.

RMU offers Budget Billing to qualifying Residential and Commercial class Customers. In order to qualify for this program, the Customer must:

- sign a Budget Billing Agreement with RMU prior to participation;
- maintain utility service at their current location for a minimum of twelve consecutive months with a good payment record prior to start of budget billing, or have Management authorization;
- have a zero balance at their current location;

RMU will either average twelve consecutive months of actual billing for a qualifying Customer's current location or develop an estimated Budget Bill if twelve months of history is not available. This average amount, along with actual consumption, will appear on the Customer's bill each month until May of each year, regardless of what month the Customer began the program. The Budget Billing year runs from June 1 through May 31, however qualifying Customers may sign-up anytime during the year. During the settle-up month of May, overpayments will be applied to customer's account or a check can be issued or shortages will be applied to their next year's budgeted balance. Should RMU implement rate increases during the Budget Billing year, bills will be recalculated when new rates become effective.

When a Budget Billing Customer decides not to participate or terminates service, settle-up is calculated during their next normal billing cycle or on their final billing. If a Budget Billing Customer moves to a new location, Budget Billing will not be offered at the new location until the twelve consecutive month requirement is satisfied or Management authorization is obtained. When termination takes place at the old location, RMU automatically terminates Budget Billing at that same location as well.

V. ASSISTING RESIDENTIAL CUSTOMERS

RMU offers the following options for assisting RMU Customers with their utility bill:

A. GIFT CERTIFICATES

Anyone may come into the RMU office and make a payment on an RMU Customer's account. RMU will issue a Gift Certificate Receipt to the person making the payment. This payment may be made for any amount and will be applied at the time of payment to a specific Customer's account.

B. HELPING HAND

This is a charitable program originally approved by the Rolla Board of Public Works on February 24, 2004. The Helping Hand Fund is administered by GRACE (Greater Rolla Area Charitable Enterprise) organization which allows RMU Customers to donate money to this designated fund. This fund is used to assist RMU Customers that need utility assistance under the below program guidelines. Participation in the program is voluntary. The Helping Hand program operates under the following guidelines:

1. Participation in the program is completely voluntary and is nonrefundable.
2. Anyone may participate in donating to the program.
3. A participant must sign an authorization form to be activated in the program.
4. A participant may make a predetermined monthly donation or a one-time donation of any amount. Minimum monthly donations start at $1.00 and may be increased by $1.00 increments.
5. The monthly donation will appear as a separate line item on the participant's utility bill.
6. RMU will collect and place all donations in a separate general ledger account.
7. GRACE will administer the Helping Hand Program and will determine which RMU customers will receive assistance and the level of assistance based on need and available funds.
8. RMU customers may receive assistance for the following:
    a. Electric and/or Water Deposit
    b. Past Due Electric and/or Water Bill
    c. Excessive water bill due to a leak on the customer's side of the meter. (Repairs must be completed prior to eligibility for this item).
    d. Repair of Water or Electric lines on customers property.
    e. Loss of customers personal property due to utility power outage lasting over 12 hours, maximum reimbursement $100 (not to be used if disconnected due to nonpayment of utility bill).
    f. Uncollectible accounts, where needed to re-establish RMU Utility Service.
9. GRACE must inform RMU, by way of a payment voucher, the identification of the Customer that is to receive assistance and the amount to be received.
10. A Participant or Donor may terminate their participation in the program at any time.
11. RMU or GRACE may terminate their participation in the program by giving a minimum of 30 days written notice to the other party.
12. In the event that RMU wishes to terminate the Helping Hand program in its entirety, any money in the general ledger account at the time of termination will be dispersed to GRACE.

VI. DISCONTINUANCE OF SERVICE

RMU reserves the right to discontinue service, disconnect lines, and or remove its property for any of the following reasons:

A. Repairs;
B. Nonpayment of utility bills when due;
C. Failure to make a deposit or additional deposit within fifteen days after written notice to the Customer;
D. Stealing electricity or water;
E. The Customer's service is detrimental to the service in general or others in his immediate locality;
F. If it conflicts with any rules, regulations, ordinances, or laws of RMU, City of Rolla, State of Missouri, or United States of America; and/or
G. If access to the electric and water meters is not available to RMU staff.
H. Hot Weather Rule:
    1. During the period between June first and September thirtieth, no residential customer shall be disconnected from electric service for nonpayment of bills, including all residential users of apartment buildings, when electricity is used as the source of cooling or to operate the only cooling equipment at the residence, during the following occurrences:
        a. On any day when the National Weather Service local forecast between 6:00 a.m. and 9:00 p.m. for the following seventy-two hours predicts that the temperature will rise above ninety-five degrees Fahrenheit or that the heat index will rise above one hundred five degrees Fahrenheit; or
        b. On any day when utility personnel are not available to reconnect utility service during the immediately succeeding day or days and the National Weather Service local forecast between 6:00 a.m. and 9:00 p.m. predicts that the temperature during the period of unavailability will rise above ninety-five degrees Fahrenheit or that the heat index will rise above one hundred five degrees Fahrenheit; or
        c. In any other applicable hot weather situation as subsequently directed by the Rolla Board of Public Works.
I. Cold Weather Rule:
    1. During the period between November first and March thirtieth, no residential customer shall be disconnected from electric service for nonpayment of bills, including all residential users of apartment buildings, when electricity is used as the source of space heating or to operate the only space heating equipment at the residence, during the following occurrences:
        a. On any day when the National Weather Service local forecast between 6:00 a.m. and 9:00 p.m for the following seventy-two hours predicts that the temperature will drop below thirty-two degrees Fahrenheit; or
        b. On any day when utility personnel are not available to reconnect utility service during the immediately succeeding day or days and the National Weather Service local forecast between 6:00 a.m. and 9:00 p.m. predicts that the temperature during the period of unavailability will drop below thirty-two degrees Fahrenheit; or
        c. In any other applicable cold weather situation as subsequently directed by the Rolla Board of Public Works.

VII. AREA LIGHTING

1. Overview
    a. Area Lighting may be requested from RMU for security lighting, pedestrian lighting, parking lot lighting, private area lighting, outdoor athletic facilities or other similar uses.
    b For dusk-to-dawn facilities owned and maintained by RMU, the customer will be charged a flat monthly rental fee and installation charge in accordance with the latest approved rate tariff. The monthly rental amount covers energy charges, equipment/hardware rental and future maintenance/replacement of poles, fixtures and wiring.
    c. For facilities owned and maintained by the customer, the customer will be required to install or utilize an existing metering point installed to City of Rolla and RMU requirements and regulations. The customer will be charged a Service Availability Fee, energy rate and/or other fees in accordance with the latest approved rate tariff. This program is primarily intended to provide energy for lighting projects operated primarily during night time or off-peak hours.
    d. Please refer to the Area Lighting tariff sheet for additional requirements that may apply.

VIII. RESIDENTIAL ROADWAY LIGHTING

1. Overview
    a. The primary purpose of residential roadway lighting is for improved roadway visibility and traffic safety.
    b. Standards for roadway lighting will be followed consistently to the extent practical.
    c. Roadway lights should provide a general illumination along the driving path and are not normally intended to illuminate the driving route (headlights are preferred), but to reveal signs and hazards

outside of the headlights' beam.

d. Installation of roadway lights by RMU is subject to available funding as authorized by the Rolla Board of Public Works in RMU's annual budget and RMU's Capital Improvement Program.
e. RMU will not install or maintain residential roadway lights along alleys or private streets.
f. Roadway lighting along collector streets, arterial roadways and main highway corridors are handled separately from this policy.

2. Residential Roadway Lighting Standards
   a. Residential roadway lighting will generally be installed:
      i. On dedicated City right-of-way.;
      ii. At intersections;
      iii. At significant changes in direction of the roadway;
      iv. At the end of all cul-de-sac and dead-end streets longer than 200 feet;
      v. Mid-block roadway lights may be allowed provided there is not a roadway light within 300 feet of the proposed light, with the intent of a roadway light every 600 feet;
      vi. At the discretion of the RMU, mid-block roadway light spacing may vary slightly to co-locate roadway lights on existing utility poles;
      vii. Mid-block residential roadway lights will be located on lot lines unless otherwise approved by RMU.
   b. For areas served by overhead electric lines, RMU will generally install roadway lighting on a wood pole. For areas served by underground electric lines, RMU will generally install roadway lighting on aluminum, fiberglass or steel poles. RMU will determine the appropriate light size and type for each installation.
3. Requests for Additional Residential Roadway Lighting
   a. Where an existing residential street already has roadway lighting, but does not meet the current design standard, an affected property owner may request additional residential roadway light(s).
   b. RMU will review each request for additional residential roadway lighting as follows:
      i. Determine if the request meets existing RMU guidelines for residential roadway lighting; and
      ii. 70% of the affected property owners, as determined and surveyed by RMU staff, approve installation of the proposed light(s); and
      iii. Any necessary utility easements, as required by RMU for electrical service to the proposed light(s), are provided at no cost to RMU.

IX. TEMPORARY SERVICE

RMU will furnish temporary electric and/or water service, provided distribution facilities are in the area and RMU has sufficient capacity available. A charge will be made for installation and removal of a temporary service connection. Application for temporary service should be made to the RMU Business Office, at least one month prior to the expected date required. Appropriate deposits or fees shall be collected at the time of application. Temporary service will be metered. For temporary water from a fire hydrant, the Customer must obtain a Hydrant Meter Permit. This permit is available at the RMU Business Office.

Customers using temporary service are requested to give prompt notice to RMU when such service is to be disconnected. Such notice should be given at least three working days prior to the time when disconnection of service desired. Notice shall include account number and meter to insure proper identification.

RMU and the City inspect each temporary service for safety and conformity with the appropriate RMU standards and City Codes. Services with safety concerns will not be connected.

X. NET METER SERVICE

Net Meter Service is available to any RMU Customer that owns and operates a qualified electric generation unit which is powered by a renewable energy resource such as solar, wind, biomass, or hydrogen fuel cell with a capacity of not more than 100 kilowatts (kW) Alternating Current (AC) that is located on the Customer's premises, is interconnected and operates in parallel with RMU's existing transmission and distribution facilities, and is intended primarily to offset part or all of the Customer's own electrical power requirements. RMU offers this in compliance with the Net Metering and Easy Connection Act (386.890, RSMo Supp. 2012).

Net Metering is available within the city limits of Rolla at any point on RMU's existing facilities that have adequate capacity and suitable voltage for delivery of service. A completed and approved application/ agreement for Net Metering is required prior to connection to RMU's facilities.

If the electricity supplied by RMU exceeds the electricity generated by the Customer-generator during the applicable billing period, the Customer-generator shall be billed for the net billable kilowatt-hours (kWh) supplied by RMU in accordance with the rates and charges under RMU's standard rate schedule applicable to the Customer. If the electricity generated by the Customer-generator exceeds the electricity supplied by RMU, the Customer-generator shall be credited for the net value of the electric energy delivered to RMU during the applicable billing period at RMU's Avoided Cost, with this credit appearing on the Customer-generator's bill no later than the following billing period. Any such credits shall expire without compensation at the earlier of either twelve (12) months after their issuance or when the customer disconnects service or terminates the Net Metering relationship with RMU. RMU will pay the customer RMU's avoided cost for excess energy created.

SPECIAL CONDITIONS:

A. The Customer-generator must have a signed Standard Interconnection Application/Agreement with RMU.
B. The Customer-generator is responsible for all costs associated with its generating facility and is also responsible for all costs related to any modifications to the facility that may be required by RMU for purposes of safety and reliability.
C. A Net Metering facility shall meet all applicable safety and performance standards established by the National Electric Safety Code, the National Electric Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratory.
D. The Customer-generator is responsible for all requirements that may be listed in the application/agreement for Net Metering.

Electric service under this Net Meter Service is subject to all rules and regulations approved by the Rolla Board of Public Works. More information regarding Net Metering can be obtained by contacting RMU's Engineering Department.

XI. CO-GENERATION

There are rules and regulations that govern the installation and operation of Customer-owned co-generation equipment. Special metering is necessary to register both "IN" and "OUT" kilowatt hours and demand as appropriate. Safety rules prohibit the energizing of de-energized service supply lines from co-generation equipment. Consult RMU for information about co-generation.

XII. RMU AND THE CITY OF ROLLA

Rolla Municipal Utilities is a business, owned by the City of Rolla, which operates separately from the City of Rolla as an independent enterprise fund.

Rolla Municipal Utilities is responsible for electric and water facilities and services within the City of Rolla, Missouri, including roadway lighting. The City of Rolla has several departments, (ex. Public Works Department and Community Development) that have separate responsibilities from RMU which include code enforcement, streets, sanitary sewer, storm sewer, and other public facilities in the city. Although the City of Rolla provides sewer and sanitation services, the billing functions for those City departments are provided by RMU.

The City of Rolla's Community Development department is responsible for review, approval and/or rejections of various types of building plans, as well as permits and inspections. Community Development is not responsible for electric or water facilities owned and operated by RMU. Any approval(s) received from Community Development relates only to those facilities which fall within their area of concern.

RMU reserves the right, in all instances, to specify the electric and water meter locations and any other facilities connected to RMU systems.

XIII. CONSTRUCTION PROJECTS

Rolla Municipal Utilities is responsible for review, approval and/or rejections of various building and subdivision plans in regards to all electric and/or water facilities. Therefore, RMU should be contacted whenever a project requires electric and/or water service, so that RMU can provide the service needed in a timely manner. RMU's requirements are stated in order to facilitate our mutual understanding, to promote safety and to expedite service connections. When unusual or special situations arise, RMU will be glad to provide supplementary information. For RMU's desire is to expedite all jobs, to minimize delays and costly rework. RMU reserves the right to specify whether a new building will be served by overhead or underground primary or secondary services including the location of all transformers and meters.

RMU's General Specifications for Construction (Electric and/or Water) are available, free of charge, to assist in the planning of our Customer's electric and/or water needs and are based on applicable codes and practices established by RMU, local authorities, and the electrical and water industries. This includes the National Electric Code, the National Electrical Safety Code, and the American Water Works Association standards. RMU should be contacted if there is any apparent conflict between these Rules and Regulations, or General Specifications for Construction and the requirements of the standards mentioned before proceeding with any electric and/or water project.

It is the Customer's responsibility, and that of the electrical and/or water contractor, to properly select the service equipment, size, to locate and to install as appropriate to meet RMU's service requirements. Some installations, by their complexity, require that drawings be submitted to RMU to coordinate and specify the work.

A. NON-RESIDENTIAL PROJECTS
   Rolla Municipal Utilities should be contacted at the beginning of project planning and design. At this stage, RMU will provide information concerning the availability of services to the proposed site. As design progresses, the Customer will need specific information about meter location, service sizes and costs. Information concerning electric and/or water demand is very important and necessary to the design process. An accurate cost of electric and/or water services cannot be determined until the building's utility demands are known. Therefore, RMU will need this information early in the process.
B. SUBDIVISION AND DEVELOPMENT PROJECTS
   RMU should be contacted in the initial planning stages for any subdivision or development in Rolla to learn the location of the nearest electric and/or water distribution facilities. RMU will prepare plans and

provide:

1. Specifications for any necessary extension of electric facilities. Electric line extensions are installed by RMU crews or contractors at no expense to the developer other than those in these specifications.
2. Construction of water main extensions required to reach the property being developed. The developer will prepare plans and specifications for water main extensions required within the property being developed. The policy under which RMU now operates requires that all water main extensions necessary to serve subdivisions and development projects are to be made according to construction specifications provided by RMU.

RMU can begin preparation of electric and/or water facilities upon receipt of sufficient project information. RMU cannot finish any design work for a project until such time as ALL necessary information has been provided, or untimely delays may be experienced.

When your project has progressed to the point of submitting your plans to the City of Rolla for approval, one of the sets of plans submitted will be forwarded to RMU. Upon completion of a review by RMU of these plans, RMU will contact the architect or consulting engineer with any comments or suggestions we might have. If the plans provide specific information, RMU will determine the appropriate electric and/or water service; if not, more information will be requested.

Items necessary for development are:

A. Two (2) full sets of the development plans.
B. Developer's name, names of corporate officers, mailing address and telephone number.
C. Electronic copies of AutoCad drawing files.
D. Anticipated project schedule.
E. Name and telephone number of project engineer.

XIV. EASEMENTS AND RIGHTS-OF-WAY

By making application for electric and/or water service from RMU, the Customer agrees to grant or arrange for an easement on the Customer's property for the installation, operation, and maintenance of electric and/or water lines and other equipment owned by RMU necessary to render service to the Customer.

When requested by RMU, the Customer shall, without expense to RMU, make or procure a conveyance to RMU of satisfactory easements across the property owned or controlled by the Customer for RMU electric and/or water lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.

If such installation must be made on or under the property of a third party, it shall be the responsibility of the Customer to obtain an easement for RMU from the third party before the installation can be made and service rendered.

If, after service is originally rendered, the Customer's property is divided in such a manner that part of the property no longer has access to the right-of-way of RMU's distribution system, the Customer shall reserve an easement for the benefit of RMU so that it may render electric and/or water service to such isolated parcel.

A. TYPES OF EASEMENTS

RMU generally uses three types of easements. Following is a brief description of each easement type as it pertains to RMU and the typical use of that type of easement.

1. Street Right-of-Way: The street right-of-way is generally considered the area that contains the roadway, curbs, gutters, sidewalks, and open areas up to the property line. Most water mains and distribution lines are installed in the street right-of-way.
2. Platted/Dedicated Easements: Platted/Dedicated easements are provided to RMU by virtue of a dedication statement on the recorded plat.
3. Customer granted easements: These easements are granted to RMU by the Customer. This is generally used for distribution in areas that do not have easements platted.

B. GENERAL RESTRICTION OF EASEMENTS/RIGHTS-OF-WAY

For safety reasons, it is necessary that easements and rights-of-way grades not be changed by excavation or filling without prior written approval of RMU. Full cost of any alteration or relocation will be the responsibility of the Customer requesting the change.

It is permissible to install fences and landscaping on easements, except where such fences will prevent access to RMU electric and/or water lines, or conflict with RMU equipment. Other permanent structures and buildings can not be placed in easements.

In the event RMU removes a fence to gain access to RMU equipment, it shall be the Customer's responsibility to replace/repair the fence.

C. AESTHETICS

Permanent structures cannot be constructed on easements. However, landscaping of easements is permissible. Call Missouri One-Call at 1-800-DIG-RITE (800-344-7483) prior to digging.

Trees should be planted far enough away from RMU equipment so at maturity, root systems and tree canopies will not obstruct the operation of the electric and/or water system.

Responsibility for upkeep and any landscaping maintenance in an easement is the responsibility of the Customer.

XV. INSPECTIONS

All installations that are to be connected to the RMU system shall be installed in a safe and neat manner, and in accordance with the City of Rolla codes, RMU's General Rules and Regulations and General Specifications for (Electric and/or Water) Construction. Service will not be rendered to new or remodeled locations until inspections have been performed and approved by the City and RMU.

XVI. POLE ATTACHMENTS

Attachments of any kind to power or street light poles are NOT generally permitted. In certain cases, attachments to power or street light poles by other utility entities are granted through a Pole Attachment Agreement and/or written permission by RMU. Application for Pole Attachment Agreements should be made to the RMU General Manager.

XVII. WATER USED FOR COOLING PURPOSES

The use of water for cooling machinery or cooling screens of any kind, or any other cooling purpose unless suitable arrangements are made to re-circulate the water through proper equipment so that the same water is used repeatedly for the cooling operation is strictly prohibited. The water service to any Customer who does not comply with this regulation shall be disconnected from the water system.

XVIII. WATER SERVICE LINES

All attachments and appurtenances used in supplying water from the street mains to the front of the dwelling or structure must be supplied by the Customer, with the following exception: For 2" and smaller meters (not located subject to vehicular traffic), RMU will supply the meter box, lid and ring on a one time basis. The water meter box and its appurtenances shall be placed in a location acceptable to RMU.

RMU shall be responsible for maintaining all water lines in the public right-of-way, including the water main, main taps, pipe, laterals, fittings and valves between the main and the edge of the public right-of-way. The Customer shall be responsible for perpetual maintenance of water service lines outside the public right-of-way.

Specific information regarding water service lines are included in RMU's "General Specifications for Water Main Construction" booklet. This booklet may be viewed on RMU's website at www.rmurolla.org or obtained at the RMU Business Office at no charge.

XIX. UNSAFE OR DANGEROUS CONDITIONS

If RMU equipment, either inside or outside of Customer premises, appears unsafe or dangerous to life or property, particularly broken or fallen wires, Customer is requested to call RMU at once. In the meantime, if at all possible, someone should be posted in the vicinity of the dangerous location to warn children and others who may pass by of the dangerous or unsafe conditions until RMU Staff arrives.

XX. LIABILITY OF CUSTOMER

The Customer shall not interfere with or alter RMU meters or other property, or permit same to be interfered with or altered by anyone other than properly identified RMU employees. Damage caused directly or indirectly by the Customer to RMU property shall be paid for by the Customer.

Violators may incur criminal and civil penalties as provided by Missouri Statutes, and shall pay all costs that are incurred by the City and/or RMU in enforcing any violation of this section.

XXI. CONTINUITY OF SERVICE

By obtaining electric and/or water service from Rolla Municipal Utilities, it is understood and agreed that RMU will make all reasonable efforts to provide the service requested on an adequate and continuous basis, and will not be liable for service interruptions, voltage and frequency variations, reversal of phase rotation, single-phasing, or reversal of direct current polarity, deficiencies or imperfections which result from conditions which are beyond the reasonable control of RMU. In cases where such failure or imperfection of service might damage Customer apparatus or impact operations, Customer will hold harmless RMU, and should install suitable protective equipment or load side generation.

It is in the mutual best interest of Rolla Municipal Utilities and its Customers to provide highly reliable electric and water service. Customers that experience frequent outages should contact RMU.

XXII. METER TAMPERING

The Customer shall not bypass, tamper with, engage in unauthorized metering, or otherwise interfere with the proper operation of RMU meters or equipment, or in any way interfere with the proper metering registration. No meter will be bypassed without the express consent of Rolla Municipal Utilities.

Devices or attachments will not be connected to facilities in such a manner as to permit the use of unmetered electric and/or water except with prior written consent of RMU.

XXIII. INTERCONNECTIONS/RESALE OF SERVICE

In no case shall RMU electricity and/or water service be interconnected to any other source or supply of electricity and/or water. RMU reserves the right and shall disconnect and/or remove RMU equipment from the premises should interconnection occur.

RMU sells electricity and/or water to the Customer upon the express condition that the Customer will not directly or indirectly sell, resell, assign or otherwise dispose of the electricity and/or water, or any part thereof, without the written consent of RMU. The furnishing of metered electricity and/or water service by a Customer to a third party is forbidden, and is grounds for immediate termination and/or removal of all services with possible legal action.

XXIV. FOREIGN ELECTRICITY AND/OR WATER

No other electric and/or water service shall be introduced or permitted to be used by the Customer in conjunction with the RMU service either by means of a Throw Over switch or any other connection. Any violation of this rule shall authorize RMU to discontinue its service entirely and to remove its equipment.

XXV. ELECTRIC METER SOCKET MAINTENANCE

It is the responsibility of Customer to maintain, repair, and replace the meter mounting (socket) equipment in order to keep such equipment in a safe, secure and useable condition. When such equipment is subject to vandalism or damage, it is the responsibility of Customer to remedy the situation by protective measures or by changing location.

RMU will perform emergency repair in an attempt to maintain or restore service and to protect the public safety. In the event that the hazard posed by the equipment is critical to safe operation, immediate disconnection of service may be necessary until corrections are made by the Customer. RMU will notify Customer and the inspection authority when an unsafe meter socket and/or service equipment problem is found. RMU will allow a reasonable time, normally not to exceed thirty days, for the repair or replacement of meter socket equipment, subject to the hazard involved. RMU emphasizes the need for the responsible Customer to minimize safety hazards, to all concerned, in a safe and good working order.

XXVI. TESTING OF METERS

Electric meters will be tested periodically by RMU, using standard methods. When a routine or special test shows a meter error resulting in an adjustment, RMU will determine from available information the probable consumption and an adjustment will be made. No adjustment will be made for a period longer than the preceding six months.

The Customer may request that their electric or water meter be tested. RMU requires a Meter Test Fee prior to the test being performed. Should the test find the meter to be greater than the acceptable industry standard accuracy range, the Meter Test Fee will be returned, and an adjustment to the bill will be made for a maximum of six months of usage for the overage amount. If the meter is found to be outside the acceptable industry standard accuracy range, the meter will be adjusted or replaced at no expense to the Customer at RMU's discretion.

XXVII. ENERGY and WATER MONITORING

If a customer desires to monitor their energy or water usage, RMU will, as engineering permits, provide a signal to the customer that they can utilize for monitoring energy or water. In order for this service to be provided, the customer will be billed for all RMU costs associated with this additional service.

XXVIII. USE OF ELECTRIC SERVICE

A. POWER FACTOR REQUIREMENTS

RMU rates applicable to all Customers are based upon a required average power factor of not less than 95% lagging during all periods of normal operation. Customer shall install corrective equipment necessary to meet this requirement on its side of the RMU meter. Such equipment shall be controlled and maintained by the Customer in order to avoid a leading power factor at any time and to avoid high voltage conditions during periods of light load. To enforce this power factor requirement, RMU will install appropriate metering equipment for the monthly billing of a kilovar reactive charge as applicable for all primary service rate and interruptible power rate Customers. For all Customers receiving service under other rate schedules, not voluntarily complying with this power factor requirement, RMU may, where practical, install corrective equipment on its side of the meter and charge the Customer a lump sum amount for the current

cost of such equipment and the cost of any subsequent additions to or replacement of such equipment whenever said future installations occur. Failure of Customer to install such corrective equipment or to pay for that installed by RMU currently, or in the future, shall be grounds for the disconnection of electric service.

B. OBJECTIONABLE CUSTOMER LOAD CHARACTERISTICS

All equipment installed by Customer shall have operating characteristics which enable RMU to maintain a satisfactory standard of service to both the Customer being served and all other Customers in the immediate area. In cases of high motor starting current, Customer loads resulting in harmonic distortions or significant loads with wide and/or frequent fluctuations, etc., Customer shall install, on its side of the meter, all corrective equipment necessary to enable RMU to maintain the integrity of its electric distribution system. For Customers not voluntarily complying with this requirement, RMU, where practical, may install corrective equipment on its side of the meter and charge Customer a lump sum amount for the current cost of such equipment and the cost of any subsequent additions to or replacement of such equipment, whenever such future installations occur. Failure of Customer to install such corrective equipment or to pay for that installed by RMU currently, or in the future, shall be grounds for the disconnection of electric service.

C. INCREASE OR REDUCTION IN CUSTOMER LOAD

When making application for service, Customer shall specify the electrical load to be connected to RMU lines so RMU can provide sufficient electrical capacity for the operation of the equipment specified.

Customer connected load is not to be increased until Customer has given RMU notice, and additional capacity has been provided by RMU, if necessary. Otherwise, Customer will be liable for any damage to RMU equipment resulting from the increase in load.

If Customer load is permanently reduced on a service metered with current transformers and the reduction from the rated service ampacity is more than 50%, RMU should be notified. A meter revision or rewiring may be necessary.

D. DISTURBANCES, FAILURES, AND INTERFERENCE

Standard electrical supply is subject to disturbances on the electrical lines such as impulses, momentary outages, voltage sags and surges, which may cause sensitive electronic devices to malfunction. The origin of the disturbances is usually close to the affected equipment and often there is little RMU can do to correct these problems. However, Customers have the ability to reduce the impact of such disturbances on their equipment through the installation of devices such as surge suppressors, isolation transformers and uninterruptible power supplies to filter transients, and ride through momentary outages. All of these devices are commercially available, and each of them are specific to Customer needs.

Modern power distribution networks are complex systems. Equipment failures, environmental factors, normal operation, and other events can produce short duration voltage anomalies that may interfere with the consistent operation of sensitive electronic equipment. A Customer may need special power conditioning devices to ensure reliable operation of equipment of this type. These protective devices are to be specified and provided by the Customer.

Power systems are equipped with circuit breakers and reclosers that serve to automatically restore electric service within several seconds after a temporary fault condition. Customers are encouraged to select electronic appliances that have short-term power outage carryover features.

Radio and television interference reports are promptly investigated to determine if the interference is originating in RMU lines or equipment. Common causes of radio and television interference are defective house wiring, loose connections in the switch boxes, heaters for fish tanks or furnaces, electric blankets and heating pads, adjustable light switches, door bells, garage door openers, ungrounded refrigerator motors, medical diathermy machines, fluorescent lights, welding equipment and electrified fences. Customer should be sure that the interference is not due to a defective radio or TV set before reporting interference. If other sets in the house do not have the same noise, the trouble is probably in the radio or television itself.

It is in the mutual best interest of Rolla Municipal Utilities and its Customers to provide highly reliable electric and water service. Customers that experience frequent outages should contact RMU.

XXIX. TREE TRIMMING

The Customer shall permit RMU to trim the limbs and branches of trees, bushes and shrubs located in public rights-of-way, within and around utility easements, or other areas to the extent that such trimming shall be reasonably necessary to avoid interference with RMU electric lines or to allow access to other RMU equipment on the Customer's premises.

The Customer shall be responsible for such trimming of trees as may be necessary to avoid interference with RMU's meter and service wires running from RMU's distribution poles to the point of delivery on the Customer's premises.

No trees shall be planted or placed within an easement that are expected, upon maturity, to encroach into RMU electric facilities. RMU reserves the right to remove such trees located within easements to eliminate interference with maintenance of, or with the electric facilities themselves.

XXX. ACCESS TO CUSTOMER'S PREMISES

During power outages, the course of normal switching or in the event of an equipment failure, it is necessary for RMU Staff to have adequate access to RMU equipment.

RMU shall have access to the Customer's premises at all reasonable times to: read and test meters; inspect, install, remove, maintain, repair, and replace RMU property; and inspect equipment used by the Customer when required by RMU for the proper administration of its rules, regulations, specifications and rates. Customer shall maintain a clear access pathway to and in front of meters and metering transformers. No trees, shrubs, fences, large landscape rocks, or other obstructions will be permitted in the clear access area. The clear access area in front of the meter equipment shall be 36" deep, as wide as the equipment or 30" whichever is greater, and as high as the top of the equipment or at least 6'6" high whichever is greater in height. This area shall be clear of all obstructions. Failure to provide reasonable and adequate access and clearance may be cause for service to be delayed, refused, disconnected, and/or removed.

Upon discontinuance of service for any reason, RMU shall have the right to enter the premises, and remove the meters and other equipment which are the property of Rolla Municipal Utilities. If any meter cannot be read or access to RMU service equipment is not provided for three consecutive months, the Customer shall be notified by first-class mail that this condition must be corrected or RMU shall discontinue service until access to such equipment by RMU Staff is accomplished.

XXXI. INDEMNITY TO CITY AND RMU

The City of Rolla or Rolla Municipal Utilities shall not be held responsible for any injury to person(s) or damage to property(s) occasioned or caused by the acts, omissions or negligence of the Customer or any of the Customer's agents, employees or licensees in installing, maintaining, operating or using any of the Customer's lines, wire, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

The Customer shall hold the City and RMU harmless, and indemnify it against any and all claims and liability for injury to person(s) or damage to property(s) when such injury or damage result from or is occasioned by the facilities located on the Customer's side of the point of delivery unless caused by the gross negligence or wrongful acts by the City's employees or RMU's Staff.

Neither by inspections nor the rendering of emergency repairs or advisory service does RMU give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of any equipment, wire, appliances or device owned or maintained by the Customer.

The Customer shall pay all costs that may be incurred by the City and/or RMU in enforcing this indemnity.

Superseding GENERAL RULES AND REGULATIONS, effective..... December 2, 2025

Approved by the Rolla Board of Public Works ..... August 25, 2026

Effective on and after .....August 25, 2026

Nicholas Barrack, President

Dr. Wm E. Showalter, Vice President

Joseph Polizzi, Secretary

Fred L. Stone, Vice Secretary