

Ypsilanti Community Utilities Authority (YCUA)

Consumer Billing Standards and Rules

ARTICLE I GENERAL PROVISIONS AND DEFINITIONS

Application of Rules

Rule 1. These rules, adopted by the YCUA Board of Commissioners, as amended from time to time, apply to all present and future customers of YCUA.

Definitions

Rule 2.

- (1) “Billing Cycle” means the YCUA service consumption period being from one to two months.
- (2) “Complaint Determination” means the written decision of a YCUA hearing officer with respect to a complaint filed regarding water and/or wastewater service.
- (3) “Customer” means a user of water or wastewater service supplied by YCUA.
- (4) “Delinquent Account” means a bill rendered to a customer for service that any portion of which remains unpaid after the due date of the bill.
- (5) “Estimated Bill” means a bill rendered by YCUA for water use that is not calculated or computed by employing an actual reading of a meter or other measuring device.
- (6) “In dispute” means any matter regarding a customer’s YCUA service which is the subject of a pending disagreement, claim or complaint by a customer.
- (7) “Payment Agreement” means an agreement between a customer and YCUA that provides for the payment of a water or wastewater service bill over time.
- (8) “Service” or “Use” means the provision of or use of water and/or wastewater treatment.
- (9) “Settlement Agreement” means an agreement between a customer and YCUA which resolves a matter in dispute between the parties.
- (10) “Termination” means termination of YCUA services.

Discrimination Prohibited

Rule 3. YCUA shall not discriminate against nor penalize a customer for exercising any right granted by these rules.

Form of Proceedings

Rule 4. The informal procedures required by these rules shall not constitute a contested case as defined by Section 3 of Public Act. No. 306 of 1969, as amended, MCL 24.203, et seq. of the Michigan Compiled Laws.

ARTICLE II BILLING AND PAYMENT

Billing Frequency

Rule 5. YCUA shall render monthly or bimonthly bills for water and/or wastewater services and for other authorized charges.

Estimated Billing

Rule 6.

- (1) YCUA may estimate the bill of a customer for whom it is unable to acquire an actual reading.
- (2) If YCUA is unable to read a meter, YCUA shall undertake reasonable alternative measures to obtain an actual reading. If the customer fails to comply with such alternative measures or hinders YCUA's efforts to read a meter in any way, YCUA may render an Estimated Bill.

Payment of Bills

Rule 7. Payments are due by the "due date" indicated on a bill. A bill is delinquent if it is not paid by the due date.

Rule 8. Each bill for water and wastewater service shall state:

- (1) Beginning and ending meter readings (or estimates) of the billing period and the dates thereof.
- (2) Due date.
- (3) Previous balance.
- (4) Amount due for water and sewage usage.
- (5) Amount due for other authorized charges.
- (6) Total amount due.
- (7) Address and telephone number of YCUA where a customer may initiate an inquiry or complaint regarding the bill or the service provided.

Separate Bills

Rule 9. YCUA shall render a separate billing for service provided at each residence or location and shall not combine two or more accounts without the written authorization of the customer.

Special Services and Partial Payment

Rule 10. YCUA may include charges for special services on a bill for water and wastewater service. Charges for special services shall be designated separately. If partial payment is made, YCUA shall first credit all payments to the oldest balance outstanding.

No Free Service

Rule 11. Under no circumstance may YCUA provide service for free.

ARTICLE III SERVICE TO LEASEHOLD PROPERTY

Rule 12. Bills for water and/or wastewater services apply to and are submitted to a property owner, whether the property is owner occupied or leased. YCUA is not and will not be party to an agreement between an owner and a tenant relative to which party (owner or tenant) is responsible for water and/or wastewater service bills. Such agreements are private agreements between an owner and tenant and do not affect or alter in any way a property owner's first and last responsibility for payment of water and/or wastewater service bills. The foregoing notwithstanding, YCUA does and will comply with the provisions of Public Act 178 of 1939, MCL 123.161, et seq.

ARTICLE IV SCOPE AND PUBLICATION OF RULES

Applicability

Rule 13. These procedures shall be applicable to all customer inquiries and complaints made to YCUA regarding water and wastewater service and billing.

Publication of Procedures

Rule 14.

- (1) YCUA shall prepare a summary that, in layman's terms, summarizes the rights and responsibilities of its customers in accordance with these rules and other applicable provisions.
- (2) The summary shall be displayed and be available at YCUA's main administrative office, open to the general public. The summary shall be available at the YCUA offices upon request during normal business hours.
- (3) The summary shall contain information concerning, but not necessarily limited to:
 - a. Billing procedures;
 - b. Methods for customers to verify billing accuracy;
 - c. Customer payment standards and procedures;
 - d. Discontinuation and reconnection of service; and,
 - e. Inquiry and complaint procedures.

Public Access to Rules and Rates

Rule 15. YCUA shall keep on file and provide public access to a copy of these rules and a schedule of all rates for service and other charges. Upon request, YCUA shall provide one (1) copy of these rules or schedules to a customer without charge.

ARTICLE V TERMINATION OF SERVICE BY YCUA

Termination

Rule 16. YCUA may terminate service to a customer for one or more of the following reasons:

- (1) Nonpayment of an undisputed delinquent account. Nonpayment shall be construed to mean:
 - a. Non-payment;

- b. A check returned “NSF” or “account closed” or otherwise not honored by a financial institution; or,
 - c. Failure to tender or pay the entire amount on a delinquent bill where no dispute or payment agreement is on file or arranged for.
- (2) Unauthorized interference with, diversion, or use of water or wastewater services.
 - (3) Failure to comply with the terms and conditions of a Settlement Agreement and/or Payment Agreement.
 - (4) Refusal to grant access to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance, or replacement.
 - (5) Refusal to replace defective or inadequate plumbing that prevents replacement of a meter.
 - (6) Failure to comply with the terms and conditions of the YCUA cross connection program.
 - (7) Misrepresentation of identity for the purpose of obtaining YCUA service.
 - (8) To protect personal or real property, including property that belongs to a customer, but YCUA has no obligation or responsibility to do so.
 - (9) Other conduct that adversely affects the safety of the customer or other persons or the integrity of YCUA’s service delivery system, or billing process and procedures.
 - (10) For reasons of health or safety or for similar reasons or emergencies.
 - (11) For any other reason permitted by local, state or federal law or regulation.

Termination of Service Prohibited

Rule 17.

- (1) The failure of a customer to pay for concurrent service received at a separate metering point, residence, or location shall not constitute sufficient cause to discontinue service.
- (2) Service to any customer shall not be discontinued for nonpayment of a delinquent account if, before termination of service, a government-funded or other reputable service agency verifies it will provide economic assistance which will pay the delinquent account in full within a reasonable amount of time.

Notice of Termination of Service

Rule 18.

- (1) YCUA will send by first class mail to the property owner notice of its intent to terminate service not less than ten (10) days before the date of termination. Notice shall be sent to the property owner’s address. If the service address is a different address, a copy will also be sent to the service address on the owner’s request. Service of notice by mail is complete upon mailing.
- (2) YCUA may permit a customer to designate a consenting individual

or agency to receive a copy of any notice of termination or other notice or mailing sent by YCUA to the customer.

Form of Notice

Rule 19. Notice of termination of service shall contain the following information:

- (1) Name and address of the customer and the address of the service, if different.
- (2) The reason for the proposed termination of service.
- (3) The date on or after which service will be terminated.
- (4) The right of the customer to request a Payment Agreement if the claim is for monies not in dispute and the customer is presently unable to pay in full the amount due.
- (5) The right of the customer to file a complaint disputing the bill before the date of the proposed termination of service.
- (6) The right of the customer to request a hearing before a YCUA hearing officer if the complaint cannot be otherwise resolved and a statement that the customer must pay to YCUA that portion of the bill not in dispute within three (3) business days of the date that a hearing is requested.
- (7) The right of the customer to represent himself/herself or to be represented by an attorney or other person of his/her choice in the complaint process.
- (8) The telephone number and address of YCUA where the customer may make inquiry, enter into a Payment Agreement, or file a written complaint.
- (9) A statement that termination of service will be postponed if a verifiable medical emergency exists in the customer's residence.
 - a. YCUA shall postpone the termination of service to a residential customer for a reasonable time not in excess of twenty-one (21) days if, before the date of scheduled termination, the customer produces a physician's certificate or notice from a public health or social services official which states that termination of service will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises.
 - b. The certificate shall identify the medical emergency and specify the period of time during which discontinuation will aggravate the circumstances.
 - c. The postponement may be extended by renewal of the certificate or notice or for any other reason in YCUA's sole discretion.
 - d. Any exceptions to this rule shall be approved by YCUA's Director.

Rule 20. In no event, will YCUA be liable or otherwise responsible to a customer or property owner for damages or a claim that arises out of a termination of service that occurs in substantial compliance with the law and these rules.

ARTICLE VI CUSTOMER COMPLAINT PROCEDURES

Rule 21.

- (1) When a customer advises YCUA, in writing, prior to the date of termination of service, that all or any part of a bill is in dispute, YCUA shall:
 - a. Record the date, time and place the dispute is made.
 - b. Investigate the dispute.
 - c. Advise the customer of the results of the investigation.
 - d. Attempt to resolve the dispute informally.
 - e. Provide the opportunity for a customer to enter into a Settlement Agreement.
- (2) A customer must inform YCUA of a dispute in writing.

Rule 22. If the parties are unable to resolve the dispute informally, YCUA shall afford a customer the opportunity for a hearing before a YCUA hearing officer. The customer must request a hearing within three (3) business days from the date that the opportunity for hearing is offered. If the customer fails to pay any amount not in dispute within three (3) business days of the date that the hearing is requested, or if the customer fails to request a hearing within three (3) business days from the date the opportunity for a hearing is offered, the customer forfeits the right to a hearing.

- (1) If a customer requests a hearing before a YCUA hearing officer, he/she shall pay to YCUA, within three (3) business days of the date that the hearing is requested, an amount equal to that part of the bill not in dispute.
- (2) The parties shall mutually determine the amount not in dispute.
- (3) If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to YCUA the lesser of \$100 per billing period or 50% of the bill in dispute, per billing period, which shall represent the amount not in dispute.
- (4) Failure of the customer to pay to YCUA the amount not in dispute within three (3) business days of the date that the hearing is requested, shall constitute a waiver of the customer's right to the hearing, and YCUA may then terminate service, without further notice.
- (5) If the dispute is resolved in favor of the customer by hearing or otherwise, in whole or in part, any excess paid by the customer shall be refunded or credited to the customer.

Notice of Hearing

Rule 23.

- (1) The customer shall be notified of the time, date and place of the hearing at least ten (10) days prior to the hearing.
- (2) Failure of the customer to attend the hearing without due cause or prior request for adjournment constitutes a waiver of the right to a hearing.

Hearing Procedures

Rule 24.

- (1) The hearing procedure shall include the following rights for the customer and YCUA:
 - a. The right to be represented by counsel or other person of their choice.
 - b. The right to examine, at least two (2) business days prior to a scheduled hearing, all documents and similar material which may be relevant to the issues to be addressed at the hearing. The customer must request such a review.
 - c. The right to present evidence, testimony and oral and written argument.
- (2) A hearing shall be held during normal business hours. Customers unable to attend hearings due to physical disability shall not be denied the right to a hearing due to physical disability.
- (3) Hearings shall be informal and need not be recorded or transcribed. All evidence relevant to the dispute shall be received and formal rules of evidence shall not apply.
- (4) At the close of the hearing, the hearing officer shall take the matter under advisement, or shall state his/her decision orally, and issue a written Complaint Determination.
- (5) Prior to issuance of a Complaint Determination, the hearing officer may propose a settlement of some or all matters in dispute. Acceptance of the proposed settlement by the customer and YCUA is binding. Such an agreement shall be reduced to writing and signed by the customer and YCUA.
- (6) If a hearing officer finds that YCUA may terminate service unless the customer complies with the Complaint Determination, YCUA may serve the customer or his representative with written notice that service will terminate unless compliance or payment occurs.
- (7) After a hearing, YCUA shall notify the customer, by first-class mail, of the hearing outcome and, if applicable, the Settlement Agreement, Payment Agreement, or Notice of Termination of Service.

Settlement or Payment Agreement

Rule 25.

- (1) If YCUA and the customer arrive at a mutually satisfactory settlement of a dispute, YCUA shall offer the customer the opportunity to enter into a Settlement Agreement. If the customer does not dispute a bill but claims inability to pay in full, YCUA, in its sole discretion, may offer the customer the opportunity to enter into a Payment Agreement.
- (2) A Settlement or Payment Agreement entered into due to the customer's inability to pay in full, shall provide that service will not be terminated if the customer complies with the Settlement or Payment Agreement.
- (3) In exercising its discretion under this rule, YCUA shall consider:
 - a. Size of the delinquent account;

- b. Customer's ability to pay;
- c. Customer's payment history;
- d. Time that the debt has been outstanding;
- e. Reasons why debt has been outstanding;
- f. Customer's performance under prior Payment of Settlement Agreements, if any; and,
- g. Other similar and relevant factors concerning the customer and the bill(s) in question.

Default of Settlement or Payment Agreement

Rule 26. If a customer fails to comply with the terms and conditions of a Settlement or Payment Agreement, YCUA may terminate service without additional notice.

Hearing Officers

Rule 27. YCUA shall designate hearing officers necessary to comply with Article VI. The hearing officer for a Charter Township of Ypsilanti customer dispute will not be a representative of the Township. The hearing officer for a City of Ypsilanti customer dispute will not be a representative of the City.

ARTICLE VII TERMINATION OF SERVICE AT OWNER REQUEST

Termination

Rule 28. Subject to the requirements of these rules, a property owner may terminate service at any time by filing a request for termination with YCUA.

- (1) Requests for termination of service shall contain:
 - a. The name and address of the customer and the address of service, if different; and,
 - b. The date requested for termination of service.
- (2) Termination of service at an occupied leasehold property may be in violation of Michigan statutes and law governing landlord and tenant relationships. YCUA is not responsible nor will YCUA be held liable for any adverse effect or claim, from a landlord or tenant, arising from such a termination of service. YCUA reserves the right to not terminate service at any occupied dwelling or other site and in no event will service be terminated at an occupied dwelling without a Shut-Off Tag posted at the dwelling.

Restoration of Service

Rule 29.

- (1) After service has been terminated, YCUA shall restore service, during normal business hours, upon the customer's request, when the cause for termination of service has been cured.
- (2) YCUA may charge a customer a fee for restoration of service.
- (3) A customer or his authorized representative must be present at the premises when service is restored. In all cases, this person must be an adult over the age of 18.
- (4) Service will not be restored when a past balance remains due.

- (5) Service will not be restored if the main valve or other portion of the system for which a customer is responsible is out of order, damaged or nonfunctioning.

ARTICLE VIII OTHER REMEDIES

Rule 30. Nothing in these rules shall be construed to prevent a party from pursuing appropriate legal and equitable remedies at any time after a hearing provided for in these rules. In no event, however, will YCUA be prevented from terminating service under these rules, except by court order that prohibits YCUA from terminating service.

ARTICLE IX SERVICE OF NOTICES

Service on Individuals

Rule 31. Notices under these rules shall be made by first-class mail to a customer or his/her appointed guardian or conservator, or authorized representative.

Corporations

Rule 32. Notices under these rules to a partnership, corporation, limited liability company, or any other business entity shall be made by first-class mail to the entity's address on file at YCUA or the entity's address registered with the State of Michigan, County of Washtenaw, City of Ypsilanti, Charter Township of Ypsilanti, or any other municipality.