

City of Belleville

Utility Billing Policy

§1.01 General Provisions and Definitions

Application of Policy. This policy, adopted by the City of Belleville City Council, as amended from time to time, applies to all present and future utility customers of the City of Belleville.

Definitions

1. *Billing Cycle* means the City of Belleville utility billing period being from one to two months.
2. *Complaint Determination* means the written decision of the City of Belleville with respect to a complaint filed regarding water and/or wastewater service.
3. *Customer* means a user of utility services supplied by the City of Belleville.
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 the City of Belleville for water and/or sewer 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 City of Belleville utility service which is the subject of a pending disagreement, claim or complaint by a customer.
7. *Payment Agreement* or *Payment Arrangement* means an agreement between a customer and the City of Belleville 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 utility services.
9. *Settlement Agreement* means an agreement between a customer and the City of Belleville which resolves a matter in dispute between the parties.
10. *Termination* means termination of City of Belleville utility services.
11. *Utility Services* means any service that appears on the customer's utility bill.

§1.02 Discrimination Prohibited

The City of Belleville shall not discriminate against nor penalize a customer for exercising any right granted by these rules.

§1.03 Form of Proceedings

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.

§1.04 Billing and Payment

Billing Frequency. The City of Belleville shall render monthly or bimonthly bills for water, sewer, and refuse services and for other authorized charges.

Estimated Billing.

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

Payment of Bills

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

Each bill for utility services 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 the City of Belleville where a customer may initiate an inquiry or complaint regarding the bill, or the service provided.

Separate Bills. The City of Belleville 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. The City of Belleville may include charges for special services on a bill for utility service. Charges for special services shall be designated separately. If partial payment is made, the City of Belleville shall first credit all payments to the oldest balance outstanding.

No Free Service. Under no circumstance will the City of Belleville provide service for free.

§1.05 Service to Leasehold Property

Bills for utility services apply to and are submitted to a property owner, whether the property is owner-occupied or leased. The City of Belleville 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 utility 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 utility service bills. The foregoing notwithstanding, the City of Belleville does and will comply with the provisions of Public Act 178 of 1939, MCL 123.161, et seq.

§1.06 Scope and Publication of Rules

Applicability. These procedures shall be applicable to all customer inquiries and complaints made to the City of Belleville regarding utility service and billing.

Publication of Procedures.

1. The City of Belleville 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 the City of Belleville's main administrative office, open to the public. The summary shall be available at the City of Belleville 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. The City of Belleville 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, the City of Belleville shall provide one (1) copy of these rules or schedules to a customer without charge.

§1.07 Termination of Service by The City of Belleville

Termination. The City of Belleville may terminate service to a customer for one or more of the following reasons:

1. Nonpayment of an undisputed delinquent account that is delinquent 90 days.
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 utility 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 City of Belleville cross connection program.
7. Misrepresentation of identity for the purpose of obtaining utility service.
8. To protect personal or real property, including property that belongs to a customer, but the City of Belleville 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 the City of Belleville’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

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.

Procedure and Notice of Termination of Service.

1. The billing clerk will run a report in for utility accounts with a delinquent balance that is 90 days past due.
2. A delinquent account notice is mailed to the resident and the owner, if the property is not owner occupied.
3. The account will be given 30 days to pay the past due amount or establish a payment arrangement that satisfies the past due amount, along with full payment of new utility billing.
4. If the required payment or payment arrangements are not made by the date on the letter, then the water is scheduled for shut-off.
 - a. If payment arrangements are made but not kept, then the water will be scheduled for shutoff.
5. The billing clerk shall print shut-off notices and work orders to be given to DPS supervisor.
6. DPS will post a notice on the door and shut off the water at the curb box. DPS will initial the work order and note the date/time of shut-off.
7. Completed work orders will be returned to the DPS Director.
8. Once the balance is paid in full, including the reconnect fee, the water can be scheduled to be turned back on. The billing clerk will provide a work order to the DPS Director to turn on the water.

Form of Notice.

Notice of termination of service shall contain the following information:

1. The name and address of the customer and the address of the service, if different.
 - a. If the property is non-owner occupied, notice shall also be sent to the owner of record via regular US Mail.
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 the Belleville City Council if the complaint cannot be otherwise resolved. The hearing will take place at the next regularly scheduled City Council meeting.
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 the City of Belleville 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. The City of Belleville 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 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 the City of Belleville's sole discretion.
 - d. Any exceptions to this rule shall be approved by the Belleville City Council.
10. In no event will the City of Belleville 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.

§1.08 Customer Complaint Procedures

Disputed Bill Procedure.

1. When a customer advises the City of Belleville, in writing, prior to the date of termination of service, that all or any part of a bill is in dispute, the City of Belleville 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.

- f. A customer must inform the City of Belleville of a dispute in writing.

Disputed Bill Hearing. If the parties are unable to resolve the dispute informally, the City of Belleville shall afford a customer the opportunity for a hearing before the Belleville City Council. The customer must request a hearing within five (5) business days from the date that the opportunity for hearing is offered. If the customer fails to request a hearing within five (5) 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 the Belleville City Council, the parties shall determine the following:
 - a. The hearing shall take place at the next regularly scheduled Belleville City Council meeting.
 - b. The parties shall mutually determine the amount not in dispute.
 - c. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to the City of Belleville 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.
 - d. Failure of the customer to pay the amount not in dispute within five (5) business days following the hearing, the City of Belleville may then terminate service, without further notice.
 - e. 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.

1. The customer shall be notified of the time, date, and place of the hearing either in person, by telephone, or certified mail.
 - a. If the property is non-owner occupied, the city shall also send appropriate notice to the owner of record.
 - b. If notified by certified mail, a copy of the mailing shall be kept in a file. This includes a copy of the letter, both sides of the completed certified mailing envelope, and the receipt showing the tracking number.
 - i. The file shall also include a record of receipt by the customer, or refusal to accept.
 - c. 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.

1. The hearing procedure shall include the following rights for the customer and City of Belleville:
 - 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 a regularly scheduled Belleville City Council Meeting. Customers unable to attend hearings due to physical disability shall not be denied the right to a hearing due to physical disability.
 - a. Hearings shall be informal and need not be recorded or transcribed but shall follow all appropriate laws of the Michigan Open Meetings Act. All evidence relevant to the dispute shall be received and formal rules of evidence shall not apply.
 - b. At the close of the hearing, the City Council shall take the matter under advisement, or shall state their decision via motion, with support, and a roll call vote, the City Clerk shall document the outcome and provide a copy of the matter to the customer.
 - c. Prior to disposition, the City Manager may propose a settlement of some, or all matters in dispute. Acceptance of the proposed settlement by the customer and the City of Belleville is binding. Such an agreement shall be reduced to writing and signed by the customer and the City Manager.
 - d. If the Belleville City Council finds that the City of Belleville may terminate service unless the customer complies with the disposition, the City of Belleville may serve the customer or his representative with written notice that service will terminate unless compliance or payment occurs within five (5) business days.
 - e. After a hearing, the City of Belleville 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.
 - i. If the property is non-owner-occupied, the city shall also provide notification to the property owner of record.

§1.09 Settlements and Payment Agreements

Disputed Bills. If the City of Belleville and the customer arrive at a mutually satisfactory settlement of a dispute, the City of Belleville shall offer the customer the opportunity to enter into a Settlement Agreement.

Undisputed Bills. If the customer does not dispute a bill but claims inability to pay in full, the City of Belleville, in its sole discretion, may offer the customer the opportunity to enter into a Payment Agreement.

1. A Settlement or Payment Agreement entered 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.

2. In exercising its discretion under this rule, the City of Belleville 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.

3. A Settlement Agreement shall set the following terms:
 - a. Payment Frequency
 - i. At no time shall the settlement agreement be broken into installments.
 - b. Payment Agreement Amount
 - i. The amount of the settlement agreement shall be clearly stated in the agreement.
 - ii. No interest or additional penalties shall be added, beyond what was mutually agreed upon by both parties.
 - c. Future Utility Service Bills
 - i. The settlement agreement shall state that future utility service bills shall be paid in concurrence with the agreement.

4. The Payment Agreement shall set the following terms:
 - a. Payment Frequency
 - i. It is recommended that the Payment Agreement schedule due dates that run with the billing due dates.
 - b. Payment Agreement Amount
 - i. Installments shall not be less than 10% of the past due amount.
 - c. Future Utility Service Bills
 - i. The Payment Agreement shall state that future utility service bills shall be paid in concurrence with the agreement.

Default of Settlement or Payment Agreement. If a customer fails to comply with the terms and conditions of a Settlement or Payment Agreement, the City of Belleville may terminate

service without additional notice.

§1.10 Termination of Service at Owner Request

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

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. The City of Belleville is not responsible, nor will the City of Belleville be held liable for any adverse effect or claim, from a landlord or tenant, arising from such a termination of service. The City of Belleville 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 notice posted at the dwelling.

§1.11 Restoration of Service

1. After service has been terminated, the City of Belleville shall restore service, during normal business hours, upon the customer's request, when the cause for termination of service has been cured.
2. The City of Belleville may charge a customer a fee for restoration of service,
 - a. The city shall establish a fee for restoration of service by resolution at their final meeting before the end of the current fiscal year for the following fiscal year.
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.

§1.12 Other Remedies

Legal Remedies Allowed. 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 the City of Belleville be prevented from terminating service under these rules, except by court order that prohibits the City of Belleville from terminating service.

§1.13 Service of Notices

Service on Individuals. Notices under these rules, unless otherwise stated, shall be made by first-class mail to a customer or his/her appointed guardian or conservator, or authorized representative.

Corporations. Notices under these rules to a partnership, corporation, limited liability company, or any other business entity, unless otherwise stated, shall be made by first-class mail to the entity's address on file at the City of Belleville or the entity's address registered with the State of Michigan, County of Wayne, City of Belleville, or any other municipality.