

## Utility Policies

Adopted by the Stephenson City Council, July 2, 1992

Revised February 4, 1999

Revised March 2, 2000

Revised November 4, 2004

Revised October 6, 2005

Revised October 20, 2005

Revised November 3, 2005

Revised December 1, 2005

Revised January 5, 2006

Revised April 6, 2006

Revised June 14, 2007

Revised May 1, 2008

Revised June 5, 2008

Revised September 4, 2008

Revised 4/8/10 (Adoption of Updated Shut-off Policy)

Revised May 5, 2011

Revised June 7, 2012

Revised July 9, 2013

Revised August 1, 2013

Revised October 3, 2013

Revised October 2, 2014

Revised November 6, 2014

Revised December 4, 2014

Revised June 4, 2015

Revised May 5, 2016

Revised May 4, 2017

Revised May 3, 2018

Revised May 2, 2019

Revised May 7, 2020

Revised May 6, 2021

Revised May 5, 2022

Revised October 20, 2022

Revised May 4, 2023

Revised February 1, 2024

Revised May 2, 2024

Revised February 6, 2025

## INDEX

Charges by the City of Stephenson	1
Water, Sewer and Electric Rates	2
Fee and Deposit Schedule	3
New Sewer Line Installation	4
New Water Line Installation	5
Multiple Dwelling Services	6
New Electrical Service Installation	6
Landlord's Responsibility	8
Service Reconnection	9
Service Disconnection	10
Contracted Work Done for the City	10
Pro-Rating of Water and Sewer Charges	11
Utility Shutoff Policy	11
Sewer Backup	12

## Charges by the City of Stephenson

	City	Non-City
New Water Service	250.00	375.00
New Sewer Service	250.00	375.00
Electrical Service	200.00	225.00
Disconnect Electric Service	0.00	0.00
Disconnect Electric Service (Delinquent)	30.00	45.00
Reconnect Electric Service	30.00	45.00
Shut off water service at street	0.00	0.00
Shut off water service (Delinquent)	30.00	45.00
Turn on water service at street	30.00	45.00
Turn on water service (Delinquent)	30.00	45.00
Replacement of Frozen or Damaged Meters	Cost of meter plus installation.	
Utility Deposit for all renters (See also p.10)	200.00	
Salt & Sand spreading fees	25.00 + materials	
NSF Fees	30.00 + any additional bank charges will be assessed to NSF customer's account.  (After 2 <sup>nd</sup> NSF check, cash only will be received for payment.)	
Late Charges	1.5% of utility bill for all delinquent payments on the first day they are late. Reimbursements on the late charge will be made at the City's discretion on special circumstances.	
Past Due/Shut Off Notice	\$20.00 hand delivery fee.	
Meters will be read on the 20 <sup>th</sup> of each month (weekend exceptions). Utility bills will be out by the 25 <sup>th</sup> of each month (weekend exceptions).		

The following are the rates for wastewater charges effective July 1, 2024:

Base Charge: \$38.90 - Includes the first 3,000 gallons used.

Commodity Charge: \$2.25 per thousand gallons over the 3,000 gallon minimum.

Non-City Rate is 1 1/2 times the city rate.

The following are the rates for water meter charges effective July 1, 2024:

The rates include a 3,000 gallon minimum:

3/4":	27.07
1":	31.91
1 1/2":	46.98
2":	73.43
3":	157.09

Commodity Charge: \$3.90 per thousand gallons over the 3,000 gallon minimum.

Non-City Rate is 1 1/2 times the city rate.

Electrical Rates for Residential Customers: (Effective 7/1/2024)

\$10.00 - Base Charge

+ .115/ kWh.

+ 4% Sales Tax

Electrical Rates for Commercial Customers: (Effective 7/1/2024)

\$13.00 - Base Charge

+ .148/kWh. for the first 500 kWh.

+ .121/kWh for over 500 kWh.

+6% Sales Tax

## Utility Fee and Deposit Schedule

	Fee	Rental Deposit
Initial Electric Service Reconnection (Where previous service existed)	30.00	200.00
Initial Water & Sewer Service Reconnection (Where previous service existed)	30.00	(See page 9)
New Electric Service Installation		
Residential		
Overhead	200.00	
Underground	200.00	
Commercial	Negotiable	
New Water Installation	250.00	
Non-City	375.00	
New Sewer Installation	250.00	
Non-City	375.00	
Read Meter - Disconnection	0.00	
Shut Off Water (Temp. Maintenance)	0.00	
Turn on Water (Temp. Maintenance)	0.00	
Disconnect Power (Temp. Maintenance)	0.00	
Reconnect Power (Temp. Maintenance)	0.00	

All work shall be done during regular working hours, 7 a.m. to 3:30 p.m., Monday through Thursday. If City personnel are required outside of normal working hours the customer will be charged at the current overtime rate if applicable.

### Example - New House Connections (In City):

Electrical	200.00
Sewer	250.00
Water	<u>250.00</u>
Cost	700.00

New Sewer Installation:

For: Residential and Commercial

Fee: \$250.00  
\$375.00 (Non-City)

City provides:

Location of sewer lines, supervision that the proper installation and backfilling techniques are used.

Any extension of the sewer main is negotiable with the City's Utility Commission.

Paving of the street will be done at a rate of contractor estimate at going rate of disturbed pavement.

Owner provides:

Complete cost of his contractor installing the line and connections and any landscaping needed on city property or other property.

Landscaping shall be completed within sixty days, if not, the owner shall be charged the cost of the city employees doing such. Winter disturbances must be landscaped by June 1.

All backfilling must be done under the direct supervision of the city's employees during regular working hours, 7 a.m. to 3:30 p.m., Monday through Thursday. If City personnel are required outside of normal working hours the customer will be charged at the current overtime rate if applicable.

Sub-base in streets shall consist of a minimum of 10" of 22A-class gravel.

Owner must have a separate water meter for the outside faucets for water not entering the treatment plant, before any overage on sewer charges can be deducted. These meters are available from the City at a cost of \$25.00 each, one-time rental fee.

No dual connections will be allowed.

## New Water Installation

For: Residential and Commercial

Fee: \$250.00 for up to and including a 1" line  
\$375.00 (Non-City)

City Provides:

Locating and connection to City water main, curb stop, riser and corporation. 3/4" or 1" meter and installation of meter.

Owner is responsible for replacement costs for freezing or any exterior damage to the meter.

Paving of the street will be done at a rate of contractor estimate at going rate of disturbed pavement.

Owner Provides:

Complete installation of copper line from main to the structure.

City will install from main tap to curb stop.

All meters and water lines larger than 1" shall be purchased and installed by the owner, all meters and installation shall be approved by the City.

All street repairs and landscaping of any adjoining property that was disturbed. All backfilling must be done under the direct supervision of city employees during regular working hours, 7 a.m. to 3:30 p.m., Monday through Thursday. If City personnel are required outside of normal working hours the customer will be charged at the current overtime rate if applicable.

Sub-base in streets shall consist of a minimum of 10" of 22-A class gravel.

Only one charge for street reconstruction will be made if both water and sewer lines are installed in the same ditch.

No dual connections will be allowed.

## Multiple Dwelling Services

For: Commercial & Residential – Electric, Water & Sewer services

1. Each dwelling unit/occupancy will be treated as an individual service.
2. In buildings existing before January 1, 2007, where only one water and electric meter services multiple units, each unit will be charged the base service charge plus overage fees, with the billing going to the landlord only.
3. After January 1, 2007, wherever there is new construction or in any existing building that is converted to multiple dwelling units/occupancies, units must be metered separately for both electric and water.

**Note:** A “Residential Dwelling Unit/Occupancy” shall mean a single-family home, duplex, mobile home, seasonal dwelling, farm home, cooperative, condominium or apartment which has normal household facilities such as a bathroom, individual cooking facilities and kitchen sink facilities. It does not include a penal or corrective institution, or a motel, hotel, or other similar structure if used as a transient dwelling.

A “Commercial Unit/Occupancy” shall mean a building which is used primarily for the sale, lease, rental or trade of products, goods or services or any other business purpose.

### New Electrical Service Installation:

For: Residential

City Provides:

Up to 150 feet of overhead wire from the city property line.

Meter (provided by City) and installation of meter into owner's meter socket.

Owner Provides:

Connection point is the responsibility of owner with City recommendation.

Breaker, meter socket, masthead with wiring, ground rod, all completely installed.

Owner will be liable for any expenses incurred by the City if the distance is over 150 feet, such as wire, additional poles, anchors, etc.

All installations shall meet current Wisconsin Public Service Corp. codes and be approved by the electrical inspector. (Currently the State of



Michigan)

No dual connections will be allowed.

For: Commercial

Fee: Negotiable

Any power needs larger than 200 Amp., 1 Phase shall be discussed with the City Utility Commission for availability.

The City will provide and install a meter in the owner's meter socket.

All installations shall meet current Wisconsin Public Service Corp. codes and be inspected by the electrical inspector. (Currently the State of Michigan.)

#### Overhead Service

Permanent Fee: \$200.00

City Provides:

Up to 150 feet of overhead wire from the city property line.

Single or Three Phase, 200 Amp. Service.

Installation of overhead wire to permanent masthead wiring.

Meter (provided by City) and installation of meter into owner's meter socket.

Owner Provides:

Connection point is the responsibility of owner with City recommendation. Breaker, meter socket, masthead with wiring, ground rod, all completely installed.

Owner will be liable for any expenses incurred by the City if the distance is over 150 feet, such as wire, additional poles, anchors, etc.

All installations shall meet current Wisconsin Public Service Corp. codes and be approved by the electrical inspector. (Currently the State of Michigan)

No dual connections will be allowed.

#### Underground Service

Fee: \$200.00

City Provides:

Meter (provided by City) and installation of meter into owner's meter socket.  
City will shield wire on city pole and make all connections.  
City shall designate size and type of wire.

**Owner Provides:**

The complete installation will be done by the owner and cost will be borne by the owner.

Installation shall originate at the city connection on the city pole. Meter socket must be in place before work will begin.

Wire and installation are available from the city at the going rate. All backfilling must be done under the direct supervision of City employees during regular working hours, 7 a.m. to 3:30 p.m., Monday through Thursday. If City personnel are required outside of normal working hours the customer will be charged at the current overtime rate if applicable.

All installations shall meet current Wisconsin Public Service Corp. codes and be approved by the electrical inspector. (Currently the State of Michigan.)

No dual connections will be allowed.

**Landlord's Responsibility**

1. The landlord shall notify the city office when renters move in and when they move out. (If there is a discrepancy between what date the landlord gives the city office and the date the renter gives the city office, the landlord's date will be used for billing purposes.) For metered rental services only.
2. The landlord shall notify new renters of the required security deposit. The utility bill will remain in the landlord's name until the security deposit is paid in full to the city. For metered rental services only.

NOTE: In order for a landlord to discontinue billing of an unmetered water and sewer service, it will be necessary for all water closets (bathroom stools) within that premise to be removed.

Unmetered water and sewer services will be billed for full month's charges, not pro-rated.

3. Even though the renter has a security deposit with the city, any unpaid balance due when the renter moves out (after the security deposit is applied) will be the responsibility of the landlord.

4. The landlord will be responsible for any reconnect fees of electric and water services, whether in the case of new renters or reconnect fees due to the city disconnecting services for renters' non-payment of utility bill.

Utility Service Reconnection:

(Water, Sewer, Electrical or any Combination)

For: Residential or Commercial users that have existing utility connections serviced by the City Utility.

Deposit: \$200.00 (See page 1)

Must be paid prior to hook-up.

Deposit will be refunded when the renter moves out, and the final bill is paid in full.

Fee: \$30.00 - Electric (See page 1)

\$30.00 - Water (See page 1)

In the case of transferring the responsibility of payment on a meter, the fee can be waived if the prior bill is paid in full and the deposit made prior to the meter reading by the new tenant.

All prior bills for that meter must be paid in full before utility hook-up or transfer is made.

A renter or owner with a delinquent bill cannot receive utility services in his/her name in another rental unit or in a purchased property in the City until the past delinquent bill is paid.

Utilities cannot be billed to a person under 18 years of age unless they have petitioned the court system and have become an emancipated minor.

Procedure for Installation of Meters or Reconnections:

Any service less than 100 Amps must be inspected/upgraded per NEC Code if disconnected from City utilities.

Meters being installed or reconnected shall only be done with a work order that shall be generated by office staff through the City's utility billing program.

- The work order shall be given to the DPW department to complete.
- When the work order is completed it shall be signed and returned to office staff to process for billing.

The same procedure shall be followed for any of the city utility services.

Disconnect Notice by the Customer:

For: Residential and Commercial Customers

The City will:

Read meters given at least two working days notice.

Process final bill. Renter will get deposit refunded to them after they pay the final bill in full.

Disconnect services unless the landlord or other party wishes to assume liability of the meter. (See Utility Service Reconnection - page 9)

Owner or Customer:

Must notify City Clerk at least two working days prior to date of the reading and disconnect. (To not be charged for sewer, the water must be turned off.)

Contracted Work Done for the City:

Any contractor doing work for the Utility Commission of the City of Stephenson shall first obtain a work order signed by the Chairman of the Utility Commission or the Superintendent of Public Works.

All contractors working for or on city property shall furnish a certificate of insurance for our files.

Any work done outside of what the work order states shall not be charged to the city.

## **Pro-Rating of Water and Sewer Charges**

The customer will be charged water and sewer only for the days they actually reside in the dwelling. This affects mainly customers who move in or out of a dwelling during the month.

### **City of Stephenson Utility Shutoff Policy Adopted 4/8/10 (Includes revisions after that date)**

#### **Section 1. Definitions. As used in this Rule:**

- A. "Critical care customer" means a customer who requires, or has a household member who requires, home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the provider identifying the medical equipment or life-support system and certifying that an interruption of service would be immediately life threatening.
- B. "Electric Service Limiter" means an electric meter or device used in conjunction with an electric meter that automatically interrupts all electric service to a customer without intervening direction from the utility when a City imposed peak usage limit is exceeded.
- C. "Eligible Low Income Customer" means a customer who can provide reasonable documentation that their household income does not exceed 150% of the poverty level, as published by the United States Department of Health and Human Services, or who receives assistance and can provide documentation from a state emergency relief program, food stamps, or Medicaid. Reasonable documentation includes, but is not limited to, a variety of documents such as Federal tax return(s), current pay stubs, unemployment forms, or state or federal agency assistance documents.
- D. "Eligible senior citizen customer" means a utility customer who is 65 years of age or older, and who demonstrates his or her eligibility by completing a City approved form.
- E. "Heating Season" means November 1 through March 31.
- F. "Medical Emergency" means an existing medical condition of the customer or a member of the customer's household, as defined and certified by a physician or public health official on official stationery, that will be aggravated by the lack of utility service.
- G. "Senior Citizen Customer" means a City customer who is 65 years of age or older.

H. "Utility" means the City of Stephenson.

I. "City" means the City of Stephenson.

**Section 2. Terms and Conditions.** The Electric Shutoff Policy shall be part of the terms and conditions of the contract for service between City and the customer.

**Section 3. Service Deposits.** Metered rate services are established upon order of the customer, without prepayment thereof, except that the City requires:

- A. A service deposit of \$200.00 for electric, and \$200.00 for electric, water and sewer, for all residential and commercial renter customers.
- B. The City may require a service deposit or an additional service deposit for any City renter based on account history, that is issued a shut off notice, or has their service disconnected.
- C. Even though a renter has a security deposit with the City, any unpaid balance due when the renter moves out (after the security deposit is applied) will be the responsibility of the landlord.

**Section 4. Electric Service Limiter.** Electric service limiters will be not be used until after the Michigan Public Service Commission issues an order that establishes uniform standards for the use of electric service limiters. At that time the City may establish rules on the use of service limiters consistent with the Michigan Public Service Commission rules.

**Section 5. Late Fee Refunds.** City shall refund any late fees, fines, or payments related to a shutoff or resumption of service if those late fees, fines, or payments were improperly assessed because of the failure to provide notice as required by this policy.

**Section 6. Third Party Consent.** Subject to applicable third-party consent, a customer will be permitted to designate a third party to receive bill notifications, including shutoff notices, on the customer's behalf. Such notices may be provided to both the designated third party and the customer. The customer will be charged for this service.

**Section 7. Utility Assistance Notices.** The City shall supply information regarding utility assistance programs and protections to customers at least two (2) times a year in or on a customer's bill, in a bill insert, in a newsletter issued to customers, a public forum, newspaper announcement, an electronic communication, or in any other manner approved by the by the governing body of the City:

- A. The energy assistance telephone line number at the Michigan Department of Human Services or an operable 211 system telephone number.
- B. Medical Emergency and Critical Care protections provided in these rules.
- C. Military shutoff protections pursuant to MCL 460.9 C



- D. Low income protections provided in these Rules.
- E. Senior citizen protections provided in these Rules.

**Section 8. Senior Identification Notice.** The City shall, at least once per year, attempt to identify senior citizen customers by at least one (1) of the following methods:

- A. Conducting customer interviews.
- B. Obtaining information from a consumer reporting agency or consumer reporting service.
- C. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
- D. First class mail.
- E. A personal visit to the customer.
- F. A written notice left at or on the customer's door.
- G. On a utility bill or in a bill insert.

**Section 9. Temporary Shut Off.** Notwithstanding other requirements of this policy, service may be shut off temporarily for reasons of health, safety, or in a state or national emergency. When service is shut off for reasons of health or safety, the utility shall attempt to leave a notice at the premises whenever reasonably possible.

**Section 10. Termination of Service.** City may shut off or terminate service to a customer for any of the following reasons:

- A. The customer has not paid a delinquent account that accrued within the last six (6) years.
- B. The customer has failed to provide a deposit or guarantee as required.
- C. The customer has engaged in unauthorized use of the utility's service.
- D. The customer has failed to comply with the terms and conditions of a Payment Agreement, a Winter Protection Payment Plan, or a Critical Care Customer and Medical Emergency Agreement.
- E. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or
- F. The customer misrepresented his or her identity for the purpose of obtaining

service or put service in another person's name without permission of the other person.

- G. The customer has violated any rules of City so as to adversely affect the safety of the customer or other persons or the integrity of the system.
- H. A person living in the customer's residence meets both of the following:
  - i. Has a delinquent account for service with City within the past three (3) years that remains unpaid.
  - ii. The customer lived in the person's residence when all or part of the debt was incurred. City may transfer a prorated amount of the debt to the customer's account, based upon the length of time the customer resided at the person's residence. This subdivision does not apply if the customer was a minor while living in the person's residence.
- I. The customer has not paid for service at a premises occupied by another person, and it is not feasible to provide service to the occupant as a customer without a major revision, as determined by the City, of existing distribution facilities.
- J. If it is feasible to provide service to the occupant as a customer without a major revision, as determined by the City, of existing distribution facilities and occupant refuses to put the account in their name.
- K. The customer paid with a non-sufficient funds check or with a check from a closed account to avoid a previously noticed shutoff.

**Section 11. Late Penalties.** All utility bills must be paid by their specified due date or a penalty will be assessed to the outstanding balance. The penalty will be 1.5%. A \$30.00 charge will be assessed with each non-sufficient funds or closed account check.

#### **Section 12. Payment Agreement.**

A renter may not enter into a payment agreement with the City unless he/she has written permission from the landlord.

The City is not required to enter into a subsequent payment plan with a customer who defaulted on the terms and conditions of a payment plan within the last 12 months. The City will modify an existing payment plan if the customer is not in default, demonstrates a significant change in economic circumstances, and requests a modification of the payment plan.



If the customer has agreed to make a payment in accordance with a Payment Agreement and fails to make that payment, the customer's utility services will be disconnected on the business day following the date of non-compliance.

**Section 13. First Shutoff Notice.** The First Shutoff Notice will be issued after a utility customer is ten days in arrears, regardless of being an owner or renter. The First Shutoff Notice will be mailed by first class mail to the customer's billing address. The customer will be given until the 10<sup>th</sup> of the following month to pay the bill in full or enter into a Payment Agreement. If the customer is a renter, the landlord will be notified at the time of the First Shutoff Notice.

**Section 14. Final Shutoff Notice.** If the customer does not abide by the First Shutoff Notice within ten (10) days, the City will attempt to hand deliver a Final Shutoff Notice or will post the Final Shutoff Notice on or near one of the customer's doors. The Final Shutoff Notice will provide the customer with one (1) day to pay the bill in full or have the utility service disconnected.

**Section 15. Shutoff Notices.** The following Required Information, Time Lines, Delivery Methods, and Subsequent Notices will be utilized:

**A. Eligible Shutoff Notices.** The following notices qualify as eligible Shutoff Notices for purposes of meeting Shutoff Notice and time requirements:

- i. The First Shutoff Notice.
- ii. The Final Shutoff Notice.
- iii. The execution of a Payment Agreement, Winter Protection Payment Plan or a Critical Care Customer and Medical Emergency Agreement.

**B. Required Information.** The First and Final Shutoff Notices shall contain all of the following information:

- i. The name and address of the customer, and the address at which service is provided, if different.
- ii. A clear and concise statement of the reason for the proposed shutoff service.
- iii. The date on or after which service may be shut off unless the customer takes appropriate action.
- iv. The customer has the right to enter into a payment plan.
- v. The telephone number and address where the customer may make inquiry or file a complaint.
- vi. Shutoff may be postponed if it can be documented that there is a certified Medical Emergency at the customer's residence.
- vii. Shutoff may be postponed during the heating season if the customer is an eligible low-income customer that enters into a winter protection payment plan and provides documentation that they are actively seeking emergency assistance from an energy

assistance program.

- viii. The phone number for Upper Peninsula Community and Human Resources Connection 211.

**C. Time Lines.** Service shall not be shut off unless a Shutoff Notice is issued to the customer not less than ten (10) days before the date of the proposed shutoff.

**D. Delivery Attempts.** For an involuntary shutoff, not fewer than two (2) attempts shall be made at least one or more days before the shutoff of the service, to contact the customer by one (1) or more of the following methods. All attempts to contact the customer shall be documented.

- i. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail. The City must include its local telephone number that may be used to contact a representative regarding restoration of service.
- ii. Mail shutoff notice by first-class mail.
- iii. City staff attempt to make contact with customer at their premises.
- iv. Post a Shutoff Notice on the customer's premises.

**E. Subsequent Notice Shutoff.** Service may be shut off to a customer on the date specified in the notice of the shutoff or within fifteen (15) days following that date. If service is not shut off within the fifteen (15) day notice period, the First and Final Shutoff Notices must be issued before disconnecting the service.

**F. Ten Day Shutoff.** If a customer receives a Shutoff Notice, or issues a Non-sufficient Funds or Closed Account Check, the City can thereafter issue Shutoff Notices after the customer is ten days in arrears.

**Section 16. Shutoff Day and Time.** Shut off shall occur only between the hours of 8:00 a.m. and 1:30 p.m. Service shall not be shut off on a day, or a day immediately preceding a day, when the City is not open for normal business.

**Section 17. Notice Posted At Shutoff.** At least two hours before the close of the City's business on the day service is shut off, a notice shall be left at the customer's residence stating that service has been shut off and providing the address and telephone number where the customer may arrange to have service restored.

**Section 18. Restoration of Service.** Once the service is disconnected, it will not be reconnected until the bill and all penalties and fees are paid in full. Reasonable efforts shall be made to restore service on the day the customer requests restoration. Except for reasons beyond the control of City, the service shall be restored not later than the first working day after the customer's request.

The customer will be charged a \$30.00 disconnection and a \$30.00 reconnection fee for each electric and water service when the utility service is reconnected during regular business hours before 3:30 P.M. A fee of \$135.00 will be charged for reconnection done after 3:30 P.M. and a deposit may be required. During heating season customer may be billed actual costs of services if exemplary conditions warrant;

for example- removing excess snow. All connections must be done during day light. The customer must have a responsible individual present at the premises when the electric/water service is reconnected.

**Section 19. Eligible Senior Citizen Shutoff Notice.** In addition to meeting other notice and shutoff provisions of these rules, if an Eligible Senior Citizen Customer is shutoff, the City will attempt to contact the Eligible Senior Citizen Customer by one of the following means no later than three (3) business days after shutting off service:

- A. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded telephone number that may be used to contact a representative regarding restoration of service.
- B. Mail the Notice Posted at Shutoff by first-class mail.
- C. City staff attempt to make contact with customer at their premises.
- D. Post a second Notice Posted at Shutoff on the customer's door.
- E. Make a documented referral of the customer to a social service or government agency.
- F. Any other method approved by the governing body of the utility.

(Revised 10/2013, 10/2014, 11/2014, 12/2014)

**Section 20. COOLING SEASON SHUTOFFS.** If the temperature forecast for the current day or the following day is 95 degrees or greater, eligible senior citizen customers will not be disconnected on the current day.

**Section 21. HEATING SEASON SHUTOFFS.**

The City shall not shut off service to an Eligible Senior Citizen Customer or Eligible Low Income Customer during the heating season for nonpayment of an account if:

- A. The Eligible Senior Citizen Customer demonstrates that:
  - i. They live at the address as their primary residence.
  - ii. There is another option that is thereafter approved by the governing body.
- B. The Eligible Low Income Customer demonstrates that:
  - i. They live at the address as their primary residence.
  - ii. Provide a state drivers license or state identification that shows the address of the residence.
  - iii. Has the lease agreement, mortgage, title or tax bill in their or their partner's name.
  - iv. Has the utility bill in their or their partner's name.
  - v. There is another option that is thereafter approved by the governing body.
- C. The customer is an Eligible Senior Citizen Customer;
- D. If an Eligible Low Income Customer enters into a winter protection payment plan to pay the City a monthly amount equal to 7 percent of the customer's estimated annual bill; or the

Eligible Low Income Customer and the City mutually agree upon a Winter Protection Payment Plan with different terms and the eligible low income customer demonstrates, within 14 days of requesting shutoff protection, that he or she has applied for state or federal heating assistance.

If an arrearage exists at the time an eligible low income customer applies for protection from shut off of service during the heating season, the customer may be permitted to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent heating season.

During the Heating Season the Winter Protection Payment Plan will require the Eligible Low Income Customer to pay any past due amount in equal payments from the date of application to the start of the next Heating Season. Through the remainder of Heating Season the customer will also pay a monthly amount equal to seven percent of the estimated annual bill. After the Heating Season the Utility will apply any over collection to the bill. Any under collection will result in a rue-up of the equal payments due through the start of the Heating Season. In addition to the past due payments, the customer will have to pay the current bills in full each month.

Service will be shut off to an eligible low-income customer who does not pay the monthly amounts required under a Winter Protection Payment Plan after giving notice to the customer.

If an eligible low income customer fails to comply with the terms and conditions of a Winter Protection Payment Plan, service may be shut off after giving the customer a notice, by personal service or first class mail, which contains all of the following information:

- A. That the customer has defaulted on the Winter Protection Payment Plan.
- B. The nature of the default.
- C. That unless the customer makes the payments that are past due within ten (10) days of the date of the notice, service will be shut off.
- D. The date on or after which service will be shut off, unless the customer takes appropriate action.
- E. That the customer may dispute the claim in writing before the date of the proposed shutoff of service.
- F. That the utility will not shut off service pending the resolution of a dispute.
- G. The telephone number and address where the customer may make inquiry or file a complaint.
- H. That the customer should contact the Upper Peninsula Community Human Resources Connection 211.
- I. That the shut off will be postponed if a Critical Care or Medical Emergency exists at the customer's residence.
- J. That a deposit and restoration charge may be required if the utility shuts off service for nonpayment of a delinquent account.

If an Eligible Senior Citizen Customer or Eligible Low Income Customer fails to pay the full amount due on their electric bill during the Heating Season, they will be charged the City's standard late fees each month until the



balance is paid in full.

If an Eligible Senior Citizen Customer has an outstanding balance on March 21, the City may issue Shutoff Notices that provide a ten (10) day period to pay the bill in full, enter into a Payment Agreement, or the utility services will be disconnected.

**Section 22. SHUTOFF OF CRITICAL CARE CUSTOMERS OR MEDICAL EMERGENCY.** Shutoff shall be postponed for not more than 21 days if the customer or a member of the customer's household is a Critical Care Customer or has a certified Medical Emergency. The customer's certification shall identify the medical condition, any medical or life-supporting equipment being used, and the specific time period during which the shutoff of service will aggravate the medical emergency.

Shut off may be extended for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certification that the customer or a member of the customer's household is a Critical Care Customer or has a certified Medical Emergency.

If shutoff of service has occurred without any postponement being obtained, the service shall be restored for not more than 21 days if the customer provides proper certification that the customer or a member of the customer's household is a Critical Care Customer or has a certified Medical Emergency, and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member. Annually shutoff extensions totaling more than 126 days per household will not be given.

If the customer has agreed to make a payment within ten (10) days of the date of the Critical Care Customer and Medical Emergency Agreement and fails to make that payment, the City will issue the Second Shutoff Notice. If the customer fails to make a scheduled payment that is more than ten (10) days past the date of the Critical Care Customer and Medical Emergency Agreement, the City will issue the First and Second Shutoff Notices.

To keep the customer's medical information confidential, the City will review the information provided and may immediately return it to the customer, shred the information, or store the information in a secure location similar to that required for employee's personnel or medical records.

**Section 23. SERIOUS INJURY OR DEATH NOTICE.** If a shutoff of service results in death or serious injury the City will notify the Michigan Public Service Commission by email or phone within 24 hours and in writing within three business days.

The current contact information is as follows: Mr. Michel L. Hiser, PhD, Service Quality Division, Michigan Public Service Commission, 6545 Mercantile Way Suite 7, Lansing MI 48911, (517) 241-6046, [hiser@michigan.gov](mailto:hiser@michigan.gov).

**Section 24. UTILITY BILL DISPUTE.** A Customer may submit a Utility Bill Dispute on a City approved form if they believe there is something wrong with the bill. The customer must provide specific detail about why they believe there is something wrong with the Utility Bill. The Office Staff will review the customer's Utility Bill Dispute, City utility billing information, and make a determination. The customer may appeal the Office Staff's decision to the Utility Committee.



## SEWER BACKUP

Act No. 222  
Public Acts of 2001  
Approved by the Governor  
January 2, 2002  
Filed with the Secretary of State  
January 2, 2002  
EFFECTIVE DATE: January 2, 2002

### STATE OF MICHIGAN 91ST LEGISLATURE REGULAR SESSION OF 2001

Introduced by Senators Johnson, Hammerstrom, Dunaskiss, Gougeon, Shugars, North and Bullard

## ENROLLED SENATE BILL No. 109

AN ACT to amend 1964 PA 170, entitled "An act to make uniform the liability of municipal corporations, political subdivisions, and the state, its agencies and departments, officers, employees, and volunteers thereof, and members of certain boards, councils, and task forces when engaged in the exercise or discharge of a governmental function, for injuries to property and persons; to define and limit this liability; to define and limit the liability of the state when engaged in a proprietary function; to authorize the purchase of liability insurance to protect against loss arising out of this liability; to provide for defending certain claims made against public officers and paying damages sought or awarded against them; to provide for the legal defense of public officers and employees; to provide for reimbursement of public officers and employees for certain legal expenses; and to repeal certain acts and parts of acts," (MCL 691.1401 to 691.1415) by adding sections 16, 17, 18, and 19.

*The People of the State of Michigan enact:*

Sec. 16. As used in this section and sections 17 to 19:

- (a) "Affected property" means real property affected by a sewage disposal system event.
- (b) "Appropriate governmental agency" means a governmental agency that, at the time of a sewage disposal system event, owned or operated, or directly or indirectly discharged into, the portion of the sewage disposal system that allegedly caused damage or physical injury.
- (c) "Claimant" means a property owner that believes that a sewage disposal system event caused damage to the owner's property, a physically injured individual who believes that a sewage disposal system event caused the physical injury, or a person making a claim on behalf of a property owner or physically injured individual. Claimant includes a person that is subrogated to a claim of a property owner or physically injured individual described in this subdivision.
- (d) "Contacting agency" means any of the following within a governmental agency:
  - (i) The clerk of the governmental agency.
  - (ii) If the governmental agency has no clerk, an individual who may lawfully be served with civil process directed against the governmental agency.
  - (iii) Any other individual, agency, authority, department, district, or office authorized by the governmental agency to receive notice under section 19, including, but not limited to, an agency, authority, department, district, or office

(2) A governmental agency remains subject to tort liability for noneconomic damages caused by an event only if the claimant or the individual on whose behalf the claimant is making the claim has suffered death, serious impairment of body function, or permanent serious disfigurement.

(3) In an action for noneconomic damages under section 17, the issues of whether a claimant or the individual on whose behalf the claimant is making the claim has suffered serious impairment of body function or permanent serious disfigurement are questions of law for the court if the court finds either of the following:

(a) There is no factual dispute concerning the nature and extent of the claimant's or the individual's injuries.

(b) There is a factual dispute concerning the nature and extent of the claimant's or the individual's injuries, but the dispute is not material to determining whether the claimant or the individual has suffered a serious impairment of body function or permanent serious disfigurement.

(4) Unless this act provides otherwise, a party to a civil action brought under section 17 has all applicable common law and statutory defenses ordinarily available in civil actions, and is entitled to all rights and procedures available under the Michigan court rules.

Sec. 19. (1) Except as provided in subsections (3) and (7), a claimant is not entitled to compensation under section 17 unless the claimant notifies the governmental agency of a claim of damage or physical injury, in writing, within 45 days after the date the damage or physical injury was discovered, or in the exercise of reasonable diligence should have been discovered. The written notice under this subsection shall contain the content required by subsection (2)(c) and shall be sent to the individual within the governmental agency designated in subsection (2)(b). To facilitate compliance with this section, a governmental agency owning or operating a sewage disposal system shall make available public information about the provision of notice under this section.

(2) If a person who owns or occupies affected property notifies a contacting agency orally or in writing of an event before providing a notice of a claim that complies with subsection (1), the contacting agency shall provide the person with all of the following information in writing:

(a) A sufficiently detailed explanation of the notice requirements of subsection (1) to allow a claimant to comply with the requirements.

(b) The name and address of the individual within the governmental agency to whom a claimant must send written notice under subsection (1).

(c) The required content of the written notice under subsection (1), which is limited to the claimant's name, address, and telephone number, the address of the affected property, the date of discovery of any property damages or physical injuries, and a brief description of the claim.

(3) A claimant's failure to comply with the notice requirements of subsection (1) does not bar the claimant from bringing a civil action under section 17 against a governmental agency notified under subsection (2) if the claimant can show both of the following:

(a) The claimant notified the contacting agency under subsection (2) during the period for giving notice under subsection (1).

(b) The claimant's failure to comply with the notice requirements of subsection (1) resulted from the contacting agency's failure to comply with subsection (2).

(4) If a governmental agency that is notified of a claim under subsection (1) believes that a different or additional governmental agency may be responsible for the claimed property damages or physical injuries, the governmental agency shall notify the contacting agency of each additional or different governmental agency of that fact, in writing, within 15 business days after the date the governmental agency receives the claimant's notice under subsection (1). This subsection is intended to allow a different or additional governmental agency to inspect a claimant's property or investigate a claimant's physical injury before litigation. Failure by a governmental agency to provide notice under this subsection to a different or additional governmental agency does not bar a civil action by the governmental agency against the different or additional governmental agency.

(5) If a governmental agency receives a notice from a claimant or a different or additional governmental agency that complies with this section, the governmental agency receiving notice may inspect the damaged property or investigate the physical injury. A claimant or the owner or occupant of affected property shall not unreasonably refuse to allow a governmental agency subject to a claim to inspect damaged property or investigate a physical injury. This subsection does not prohibit a governmental agency from subsequently inspecting damaged property or investigating a physical injury during a civil action brought under section 17.

(6) If a governmental agency notified of a claim under subsection (1) and a claimant do not reach an agreement on the amount of compensation for the property damage or physical injury within 45 days after the receipt of notice under this section, the claimant may institute a civil action. A civil action shall not be commenced under section 17 until after that 45 days.

(7) This section does not apply to claims for noneconomic damages made under section 17.