



Sustainable Energy Utility Regulations

Under City Code Chapter 35 of the City of Ann Arbor

Filed: April 10, 2026 / Effective: May 10, 2026

2026 APR 10 PM 3:23

CITY OF ANN ARBOR
CITY CLERK

1. Definitions

- (1) **“A2SEU”** or **“Sustainable Energy Utility”** means the utility created by Section 2:403 of the Ann Arbor Code of Ordinances.
- (2) **“Battery Storage System”** means the battery and related equipment that is owned, operated, and maintained by the A2SEU, installed on the Property, and connected to the Facility.
- (3) **“Bryant Neighborhood Pilot Program”** means the pilot program supported by grant funding in the Bryant Neighborhood of Ann Arbor.
- (4) **“City”** means the City of Ann Arbor.
- (5) **“Commencement of Service”** means the first date for which Service is billed.
- (6) **“Customer”** means the individual or entity that that has requested to receive Service from the Sustainable Energy Utility and has primary responsibility for the payment of bills for such Service.
- (7) **“Customer Service Request Form”** means the form executed by a Customer to request Service at the Property and to acknowledge that Service is provided pursuant to applicable law including these regulations.
- (8) **“Customer Usage Information”** means the individualized usage, billing, and all "personal identifying information" (as defined in MCL 445.63) of a Customer.
- (9) **“Facility”** means the structure or building on the Property where a Photovoltaic System or Battery Storage System is installed and any building or structure to which the System or Systems are electrically connected.
- (10) **“Governing Law”** means all federal and state statutes, applicable regulations, conditions of any necessary or prudent permits or licenses, applicable City Charter provisions, and applicable City ordinances.
- (11) **“Insolation”** means access to sunlight.
- (12) **“Photovoltaic System”** means the solar panels and related equipment that is owned, operated, and maintained by the A2SEU and installed at the Facility.

- (13) **“Property”** means the parcel of land within the boundaries of the City on which the Facility is located.
- (14) **“Property Owner”** means the owner of record of the Property during the Term of Service.
- (15) **“Property Owner Request Form”** means the form executed by a Property Owner to consent to Customer receiving Service at the Property and to acknowledge that Service is provided pursuant to applicable law including these regulations.
- (16) **“Rate”** means the charges, fees, and unit prices as established by the City for the Service to which they apply.
- (17) **“Rate Schedules”** means the detailed list of rates, fees, and charges for A2SEU Services, which is available at <https://www.a2gov.org/sustainable-energy-utility/> and incorporated herein.
- (18) **“Service”** means a utility service provided by the Sustainable Energy Utility.
- (19) **“Solar Service”** means the installation, maintenance, and operation of a Photovoltaic System and generation of solar power to the Facility.
- (20) **“Special Contract”** means an agreement entered into between a Customer and the City for Service that may deviate from these regulations due to the nature of the Property or Facility.
- (21) **“Storage Service”** means the installation, maintenance, and operation of the Battery Storage System on the Property and connected to the Facility.
- (22) **“Sustainable Energy Utility”** or **“A2SEU”** means the utility created by Section 2:403 of the Ann Arbor Code of Ordinances.
- (23) **“Term of Service”** means the time beginning when a Customer executes a Service Request Form and ending when Service is terminated pursuant to these regulations and the Governing Law.
- (24) **“Writing”** or **“written”** means a tangible or electronic record of a communication or representation, including handwritten, typewritten, printed, photostated, or in electronic form (e.g. email). A "signed" or "executed" writing includes a symbol

or process attached to or logically associated with a writing and executed or adopted by the person indicated with the intent to sign the writing.

2. General Provisions

A. Election to Receive Service by Customer

A Customer indicates their election to receive Service from the A2SEU under these regulations by executing a Customer Service Request Form. Failure to adhere to the Customer's obligations under these regulations may subject the Customer to certain consequences as described herein and/or provided in the Governing Law, including but not limited to disqualifying a Customer from receiving Service from the A2SEU. If any provision of these regulations is in conflict with the Governing Law, then the Governing Law shall apply and supersede the conflicting provision, but all other provisions of these regulations shall remain in force.

B. Property Owner Request

If the Customer and Property Owner are different individuals or entities, the Property Owner indicates their request to receive Service from the A2SEU under these regulations by executing a Property Owner Request Form. Failure to adhere to the Property Owner's obligations under these regulations may subject the Property Owner to certain consequences as described herein and/or provided in the Governing Law, including but not limited to disqualifying a Property receiving Service from the A2SEU. If any provision of these regulations is in conflict with the Governing Law, then the Governing Law shall apply and supersede the conflicting provision, but all other provisions of these regulations shall remain in force.

C. Rates

A2SEU Rate Schedules are available at <https://www.a2gov.org/sustainable-energy-utility/> and incorporated herein. All Rates are subject to revision from time to time with approval by the Ann Arbor City Council.

3. Effective Date

The obligations of the Customer and the A2SEU under these regulations begin when an eligible Customer executes a Service Request Form. The obligations of the Property Owner begin when the Property Owner executes a Property Owner Request Form. The obligations of the Customer, the Property Owner, and the A2SEU shall continue until Service is terminated in accordance with these regulations and the Governing Law.

4. Eligibility

A. Location

To be eligible to receive Service, the Facility must be located on the Property, and the Property must be located in the City of Ann Arbor.

B. Request of Property Owner

To be eligible to receive Service, a Customer must either be the Property Owner, or the Property Owner must execute a Property Owner Request Form. The City may decline to serve a Customer if provision of the Service requires access to a residential domicile and the resident denies the City such access.

C. Insolation

Eligibility is not impacted by the level of Insolation at the Property or Facility. A Customer may elect Solar Service regardless of the level of Insolation at the Property or Facility. The A2SEU is not obligated to take, nor is it prohibited from taking, any action to alter the level of Insolation at the Property or Facility.

D. Environmental Condition

- i. A Property is not eligible for Service if the City determines that the Property has contaminated soil or hazardous substances that would be adversely affected by the installation, operation, maintenance, or removal of the Photovoltaic System and/or Battery Storage System.
- ii. If the Customer is the Property Owner, upon execution of a Service Request Form, the Customer must disclose to the City any environmental condition on or affecting the Property, including, without limitation, contaminated soil or hazardous substances. Should the Customer become aware of any environmental condition on or affecting the Property, including, without limitation, contaminated soil or hazardous substance, at any time during the Term of Service, such information must be immediately disclosed by the Customer to the City.
- iii. If the Customer and the Property Owner are different individuals or entities, upon execution of a Property Owner Request Form, the Property Owner must disclose to the City any environmental condition on or affecting the Property, including, without limitation, contaminated soil or hazardous substances. Should Customer and/or the Property Owner become aware of any environmental condition on or affecting the Property, including, without limitation, contaminated soil or hazardous substance, at any time during the Term of Service, a Customer or

Property Owner with knowledge of the condition must immediately disclose such condition to the City.

E. Safety Condition

A Property is not eligible for Service if the City, in its sole discretion, determines that Service cannot be safely provided to the Property.

5. Special Contracts

If, due to the nature of a Property and/or Facility, the City in its sole discretion determines that it would be unreasonable to charge a standard A2SEU Rate for Service because it would not sufficiently approximate the cost to provide Service to such Property or Facility, the City may, at its sole election, enter into a Special Contract with the owner of such Property or the individual or entity that is responsible for payment of utility services for such Property or Facility. A Special Contract may set a rate different from the standard A2SEU Rates (subject to approval by the Ann Arbor City Council) and may waive, contradict, or replace provisions of these regulations. Unless a Special Contract includes a provision that explicitly waives, contradicts, or replaces a provision of these regulations, it is presumed that all provisions of these regulations apply to the Special Contract.

6. Documentation

The Customer shall work with the A2SEU to properly and promptly complete any documentation required to allow installation and operation of the Photovoltaic System and/or Battery Storage System and to participate in selected programs or tariff offerings from the primary utility. The A2SEU will submit such documentation on the Customer's behalf after receiving the Customer's approval. A Customer may not unreasonably withhold such approval. If a Customer fails to respond within 14 days to a written request from the A2SEU that was sent in the manner indicated by the Customer for such notices to approve any documentation required to allow installation and/or operation of the Photovoltaic System and/or Battery Storage System, the Customer will be deemed to have approved that documentation and the A2SEU will be authorized to submit such documentation on the Customer's behalf. If authorization for the operation of the Photovoltaic System and/or the Battery Storage System under the Governing Law is unable to be secured, the City may remove the Photovoltaic System and/or the Battery Storage System and any applicable removal fee shall be waived.

7. Property Transfer Disclosure Requirement

The Property Owner must disclose in any and all agreements that effect the transfer or lease of the Property that any Photovoltaic System and/or Battery Storage System on the Property belong to the City and are not included as assets in the transfer or lease of the Property.

8. Termination and Removal of A2SEU Equipment

A. Request by Customer/Property Owner

If the Customer and the Property Owner are the same individual or entity, the Customer may terminate Service and request removal of the Photovoltaic System and/or Battery Storage System at any time by giving at least sixty (60) days advance written notice and subject to any applicable removal fee.

B. Request by Property Owner

If the Customer and the Property Owner are different individuals or entities, the Property Owner may request termination of Service and removal of the Photovoltaic System and/or Battery Storage System at any time by giving at least sixty (60) days advance written notice and subject to any applicable removal fee. If the Property Owner terminates Service pursuant to this provision, the Customer's Service will be considered terminated at the same time as the Property's Owner's.

9. Transfer and Vacation of Property

A. Transfer of Property by Customer/Property Owner

If the Customer and the Property Owner are the same individual or entity, and the Property is transferred to a new owner, the Customer remains responsible for all bills until the earlier of either: (a) a new owner or occupant of the Property becomes a Customer and receives Service requiring all installed A2SEU equipment that was necessary to serve Customer at the Property, or (b) 60 days after the transfer of the Property. In the event a new owner or occupant does not become a Customer of the A2SEU and receive Service at the Property requiring all installed A2SEU equipment that was necessary to serve the Customer within 60 days of the transfer of the Property, the A2SEU may, at its sole discretion, remove any installed A2SEU equipment from the Property. Upon such removal, the Customer will be subject to any applicable removal fee.

B. Transfer of Property by non-Customer Property Owner

If the Customer and the Property Owner are different individuals or entities, and the Property is transferred to a new owner, the Customer may continue receiving Service if the new owner of the Property executes a Property Owner Request Form within thirty (30) days of the transfer. If the new owner of the Property does not execute a Property Owner Request Form within thirty (30) days of the transfer of Property, the A2SEU may, at its sole discretion, terminate the Customer's Service and remove any installed A2SEU equipment from the Property. Upon such removal, Property Owner shall be subject to any applicable removal fee.

C. Vacation of Customer

If the Customer and the Property Owner are different individuals or entities, and the Customer vacates the Property, the Customer remains responsible for all bills until the earlier of either: (a) a new occupant of the Property becomes a Customer and receives Service requiring all installed A2SEU equipment that was necessary to serve Customer at the Property, or (b) 60 days after the Customer vacates the Property. In the event a new occupant does not become a Customer of the A2SEU and receive Service at the Property requiring all installed A2SEU equipment that was necessary to serve the Customer within 60 days of the Customer's vacation, the Property Owner will become responsible for payment of bills for the Service and may request removal of the installed A2SEU equipment subject to any applicable removal fee.

10. Removal Fee

A. Termination Resulting in Removal

In the event Service is terminated resulting in the removal of A2SEU equipment in the first 10 years following Commencement of Service:

- i. If the Property Owner and Customer are the same individual or entity, the Customer shall be charged a removal fee as set forth in the current Rate Schedules.
- ii. If the Property Owner and Customer are different individuals or entities, the Property Owner will be charged a removal fee as set forth in the current Rate Schedules.

B. Bryant Neighborhood Pilot Program

For Service provided under the Bryant Neighborhood Pilot Program, if Service is terminated resulting in the removal of installed A2SEU equipment:

- i. Any time before July 1, 2030, the Customer will be charged a removal fee as set forth in the current Rate Schedules.
- ii. After July 1, 2030 through the life of the Photovoltaic System (as determined by the City in its sole discretion), the removal fee shall be waived.

11. No Election to Suspend Service

Due to the nature of the Service, neither the Customer nor the Property Owner may elect to temporarily suspend Service. Customer remains responsible for the payment of all monthly bills during the Term of Service.

12. Land Access and Rights

A. Grant of Access

As a condition of Service, the Customer and the Property Owner grant the City, its employees, contractors, and authorized representatives access to and over the Property for all activities the City deems necessary to provide Service, including, without limitation, activities related to installation, operation, maintenance, repair, replacement, and removal of the Photovoltaic System and/or Battery Storage System, as well as for permanent location of the Photovoltaic System and Battery Storage System on the Property.

In situations where the occupant of the Facility is not the Customer or Property Owner, the Customer or Property Owner must inform the occupant of planned A2SEU work. If the occupant refuses to allow access to the City for A2SEU purposes, the City may refuse to install A2SEU equipment on the Property, or, if A2SEU equipment is already installed on the Property, the City may terminate Service to the Property subject to the termination provisions herein and any applicable removal fee.

B. Non-Emergency Entry

In situations not involving an imminent threat to public health or safety, when the City determines it is necessary for A2SEU purposes to enter a Customer's home or curtilage, or to access the roof (e.g. system installation, operation, maintenance, repair, replacement, or removal), the City shall contact the Customer to arrange a reasonable, mutually agreeable time for such entry or roof access. If the City is unable to reach the Customer or the Customer refuses to arrange entry or access within a reasonable amount of time, the A2SEU may, at its option, terminate Service subject to the termination provisions herein and any applicable removal fee.

C. Emergency Entry

If necessary to address an imminent threat to public health or safety, City personnel may enter a Customer's home or curtilage, or access a Customer's rooftop, to perform emergency maintenance, repair, replacement, or removal of A2SEU equipment.

13. City Responsibilities

A. System Installation

The City is responsible for the construction and installation of the Photovoltaic System and/or Battery Storage System. The City has the sole right to select all equipment used to provide Service and to determine the appropriate location for and method of equipment installation. The Customer and the Property Owner will be informed of the equipment selected for installation and the location where it will be installed. After being so informed and prior to the beginning of installation, either the Customer or the Property Owner may decline Service without incurring a removal fee or being charged any Rates. If the Property Owner declines Service, that will be determined to be an election to terminate Service regardless of the Customer election.

B. System Maintenance and Repair

The City will perform reasonable and prudent repairs, replacements, and maintenance of the Photovoltaic System and/or Battery Storage System, at its sole discretion, cost, and expense, except the cost and expense of any repairs, replacements, or maintenance resulting from a Customer or Property Owner's negligence, willful misconduct, or breach of any of the provisions contained in these regulations, which will be charged to the Customer or Property Owner. The City is not responsible for any work performed by the Customer, the Property Owner, or a third party on any part of the Photovoltaic System and/or Battery Storage System unless the City authorizes that work in advance in writing. The City is not responsible for any loss, damage, cost, or expense arising out of or resulting from improper operation or maintenance of the Photovoltaic System and/or Battery Storage System by anyone other than the City or its contractors. If the Photovoltaic System and/or Battery Storage System requires a repair or replacement for which the Customer is responsible under this section, the Customer will be charged an amount equal to the A2SEU's actual costs for such repair or replacement, including but not limited to the cost of materials and labor. If the Photovoltaic System and/or Battery Storage System requires a repair or replacement for which the Property Owner is responsible under this section, the Property Owner will be charged an amount equal to the A2SEU's actual costs for such repair or replacement, including but not limited to the cost of materials and labor.

14. Supplemental Nature of Service; Interruption of Service

- i. A2SEU Service is not intended to replace the services of Customer's primary electric utility, and the A2SEU is not expected to provide continuous electric service to Customer.
- ii. The A2SEU will use ordinary diligence in providing Service, but it does not guarantee constant or continuous electric service.
- iii. Notwithstanding any other provision in these regulations, the A2SEU may interrupt, curtail, or suspend Service to all or some of its Customers with or without notice, for inspection, repair, maintenance, alteration, or change on a Customer's premises or elsewhere, and shall have no duty, obligation, or responsibility, for or by such interruption or suspension of Service, or any damage or loss resulting therefrom.
- iv. Neither the A2SEU nor the City shall have any duty, liability, or obligation for or by any reason of responsibility for the Customer or the Property Owner's losses or damages due to Service interruptions, phase failure or reversal, or variations in Service characteristics, or the use of the Photovoltaic System and/or Battery Storage System, or any part thereof, due to any conditions or causes outside the City's control.

15. No Guarantee of Energy Savings

Customer acknowledges and agrees that receipt of Service from the A2SEU does not guarantee specific cost savings or cost reductions. Customer acknowledges and agrees that participation in any A2SEU offering does not affect in any way Customer's responsibility to pay for services provided by other utilities or the terms under which other utility services are provided.

16. Customer Responsibilities

A. No Alteration

Neither Customer nor Property Owner shall directly, nor shall Customer or Property Owner allow any third party to, tamper with or alter the Photovoltaic System and/or Battery Storage System.

B. Return of System

The Customer in the first instance, and the Property Owner in the second instance, is responsible for the loss, repair, replacement and other costs, damages, fees, and

charges if the Photovoltaic System and/or Battery Storage System is in damaged condition upon termination of Service. Usual wear-and-tear will not by itself be deemed to render a Photovoltaic System and/or Battery Storage System to be in damaged condition.

C. Energy Use and Resale

The A2SEU does not prohibit Customer from using power generated by A2SEU equipment for any lawful purpose. Customer may sell energy generated by A2SEU equipment to other utilities to the extent permitted by law, including through powering vehicle chargers or participating in programs offered under another utility's tariffs. The A2SEU does not have liability for and is not responsible for any fees related to Customer resale of energy. Nothing in this provision shall be read to authorize any Customer or Property Owner to serve as a utility under the Governing Law or to supply power to another Property or Customer.

D. Property and Facility Condition

- i. The Customer and the Property Owner agree to keep the Property and the Facility free of hazardous materials and in a condition allowing the City, its employees, contractors, and authorized representatives to safely enter the Property and/or the Facility. The Customer and the Property Owner agree to abstain from activities on, in, or about the Facility and/or Property that have a reasonable likelihood of causing damage to the Photovoltaic System and/or Battery Storage System.
- ii. The City shall have no responsibility or liability for any damage to the Photovoltaic System and/or Battery Storage System or to the Property and/or Facility arising out of or related to the Customer and/or the Property Owner's failure to properly maintain vegetation. The Customer and/or the Property Owner shall be solely responsible for all costs and expenses associated with any repair, maintenance, or replacement of the Photovoltaic System and/or Battery Storage System, resulting from unreasonable vegetation conditions on the Property and/or the Customer and/or the Property Owner's failure to comply with this provision.

E. Customer or Property Owner Requested Alterations

The Customer (or if the Customer is not the Property Owner, then the Customer and Property Owner) may submit a request to the A2SEU to remove and reinstall (for instance to allow a roof repair), relocate, or alter the Photovoltaic System and/or Battery Storage System. Fulfillment of such requests may be performed at the sole discretion of the A2SEU and at the requesting party's expense. The requesting party will be

charged an amount equal to the A2SEU's actual costs for such removal, reinstallation, relocation, and/or alteration, including but not limited to the cost of materials and labor.

17. Responsibility for Payment of Bill

A. General

Customer will be billed monthly for Service. Each Customer is responsible for paying each bill as rendered on or before the due date shown thereon. The amount due shall reflect the rates and charges established by the City in accordance with Section 2:408 of the Ann Arbor Code of Ordinances and/or other applicable ordinances or regulations. Bills will be distributed by mail or electronically to Customer at least fourteen (14) days before payment is due. The City is not responsible for bills lost in the mail. It is Customer's responsibility to ensure timely payment of bills, regardless of delivery issues. Failure to receive a bill does not exempt a Customer from payment obligations or potential late fees. Customer remains responsible for payment of the bills for all Service rendered during the Term of Service.

B. Non-Sufficient Funds/Fraud

A Customer who has two (2) returned payments within a twelve-month period will not be permitted to pay by check for the next twelve (12) monthly billing cycles following the date of the second returned payment.

C. Requests for Billing History Data

Upon request, the City will provide a Customer with their billing history at no charge, provided the information is currently stored on an active database. If a Customer requests billing history that is no longer on an active database, such request will be subject to record retention schedules and Customer will be charged a fee based on the average burdened hourly wage of the City employee assigned to perform the research and compilation of the data.

D. Michigan Sales Tax

Charges for electric service are subject to Michigan's state sales tax. Customer may file a request with the A2SEU for exemption from the application of sales tax and request reimbursement within 120 days of the date of sale, in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury. In the event the required exemption documentation is not obtained by the A2SEU within 120 days from the date of sale, Customer shall make refund inquiries directly to the State Department of Treasury.

E. Late Charges

Any amount of a bill that remains unpaid five (5) days after payment is due will be considered in arrears. A late payment fee may be charged according to the current Rate Schedules. Customer may request a late fee waiver under extenuating circumstances. Such waivers will be granted at the sole discretion of the City.

F. Inoperability Adjustment

In the event a Customer's Service is continuously inoperable due to malfunction of the Photovoltaic System and/or Battery Storage System for a period lasting one week or more after the Customer notifies the City, the Customer's bill will be adjusted to proportionally reflect the time between one week after the Customer notified the City and the restoration of Service.

G. Landlord/Tenant

If the Property Owner and the Customer are different individuals or entities, the A2SEU will provide notice to the Property Owner if payment has not been received for A2SEU bills for two or more consecutive months.

18. System Ownership

A. City Is the Owner of All A2SEU Equipment

The City retains all right, title, and other ownership interests in the Photovoltaic System and/or Battery Storage System. Neither the Customer nor the Property Owner is granted title to or any temporary or permanent interest in the Photovoltaic System and/or Battery Storage System or any assets of the A2SEU. The City may remove or change the Photovoltaic System and/or Battery Storage System or elements thereof at its discretion at any time. Any maintenance of, addition to, removal, or change to the Photovoltaic System and/or Battery Storage System may interrupt Customer's Service.

B. Prohibited Actions

The Customer and the Property Owner are prohibited from any and all of the following:

- i. Selling; exchanging; conveying with or without covenants, representations, or warranties; quitclaiming; releasing; surrendering; creating a security interest in; granting options concerning; leasing; subleasing; or otherwise disposing of the Photovoltaic System and/or Battery Storage System.

- ii. Granting a security interest or an interest as security to borrow money or pay, renew, or extend the time of payment of a debt in the Photovoltaic System and/or Battery Storage System.
- iii. Releasing, assigning, satisfying, or enforcing, by litigation or otherwise, a security interest, lien, or other claim with respect to the Photovoltaic System and/or Battery Storage System.
- iv. Managing or conserving an interest in the Photovoltaic System and/or Battery Storage System, including all of the following:
 - a. Obtaining possession of the Photovoltaic System and/or Battery Storage System, by litigation or otherwise.
 - b. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments for the Photovoltaic System and/or Battery Storage System.
 - c. Moving the Photovoltaic System and/or Battery Storage System from place to place.
- v. Making repairs, alterations, or improvements to the Photovoltaic System and/or Battery Storage System.

19. No Warranty.

TO THE EXTENT PERMITTED BY LAW, THE SERVICES FACILITATED BY A PHOTOVOLTAIC SYSTEM AND/OR BATTERY STORAGE SYSTEM ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE CITY NOR ANY OF ITS PROVIDERS, AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, OR BUSINESS PARTNERS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PROVIDE UNINTERRUPTED SERVICE OR OPERATE AS REQUIRED, WITHOUT DELAY OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED, UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

20. City Immunity

The City, including its officers, employees, and agents, are generally entitled to certain immunities from liability, including, but not limited to the immunity provided under the Michigan Governmental Tort Liability Act, MCL 691.1401 et. seq. Nothing in these regulations shall be construed as a waiver by the City of any immunity it has under any Governing Law.

21. Communications

A. Customer

If the Customer provides an email address or cell phone number to the City as a method of contact, the City may contact the Customer via email or text message regarding the Service unless the Customer requests that the contact method no longer be used.

B. Property Owner

If the Property Owner provides an email address or cell phone number to the City as a method of contact, the City may contact the Property Owner via email or text message regarding the Service unless the Property Owner requests that the contact method no longer be used.

22. Disputes

Customer may dispute the correctness of all or part of the current amount due on a bill. Customer shall not be entitled to dispute the correctness of all or part of the amount if all or part of the amount was the subject of a previous dispute. Utilization of this dispute procedure shall not relieve Customer of their obligation to timely and completely pay all other undisputed charges and the undisputed portion of the bill which is the subject of the present dispute. Failure to timely and completely pay all such undisputed amounts shall subject Customer to all applicable late charges and may result in termination of Service.

The City shall respond in writing within 10 business days to any Customer communication disputing the amount of a bill. When an error is found to exist in any billing, the City will correct such error to recover or refund the difference between the original billing and the corrected billing for up to three (3) years from the date the error is discovered. A Refund to a Customer will normally be made promptly upon discovery of the error.

23. Customer Privacy

Customer Usage Data is deemed confidential and exempt from public disclosure under the personal privacy exemption of the Michigan Freedom of Information Act, MCL 15.243(1)(a). The City will maintain the confidentiality of Customer Usage Data unless otherwise required by court order or applicable law.

24. Miscellaneous

A. Other Remedies

The implementation of these regulations does not preclude the City from pursuing any of its legal rights, including the right to place liens on property granted to the City, whether by statute, charter, or other power.

B. Forms

The City may develop any forms and/or documents needed to implement Service so long as such forms and/or documents are consistent with these regulations and the Governing Law.