

# CITY OF STURGIS, MICHIGAN

## Utility Service Terms and Conditions

Approved by the Sturgis City Commission on April 8, 2020

**CITY OF STURGIS, MICHIGAN  
UTILITY SERVICE TERMS and CONDITIONS**

**TABLE OF CONTENTS**

**GENERAL**

<b>1.</b>	<b>Statement of Purpose .....</b>	<b>1</b>
<b>2.</b>	<b>Responsibilities.....</b>	<b>1</b>
	a. City's Responsibilities .....	1
	b. Customer's Responsibilities .....	1
<b>3.</b>	<b>Interpretation and Enforcement .....</b>	<b>2</b>
<b>4.</b>	<b>Application of Rates.....</b>	<b>2</b>
<b>5.</b>	<b>Service Fees .....</b>	<b>2</b>
<b>6.</b>	<b>Access to Premises.....</b>	<b>2</b>
<b>7.</b>	<b>Approval of Equipment .....</b>	<b>2</b>
<b>8.</b>	<b>Location and Protection of CITY Facilities .....</b>	<b>3</b>
<b>9.</b>	<b>Customer Payment Responsibilities.....</b>	<b>3</b>

**ACQUIRING UTILITY SERVICE**

<b>10.</b>	<b>Application for Service.....</b>	<b>3</b>
<b>11.</b>	<b>Choice of Rates .....</b>	<b>4</b>
<b>12.</b>	<b>Service Deposits .....</b>	<b>4</b>
<b>13.</b>	<b>Restrictions of Service.....</b>	<b>5</b>
	a. Outstanding Utility Bills .....	5
	b. Resale of Service.....	5
	c. Lien and Assessment.....	5
	d. Adverse Conditions.....	5
<b>14.</b>	<b>Metering and Billing .....</b>	<b>5</b>
<b>15.</b>	<b>Meter Testing.....</b>	<b>7</b>
<b>16.</b>	<b>Payment Options.....</b>	<b>7</b>
	a. Methods of Payment.....	7
	b. Equal Payment Plan .....	7
	c. Automatic Payment Plan.....	8
	d. Delinquent Payment Plan.....	8
	e. Credit to Customer Accounts .....	9

**TABLE OF CONTENTS (Continued)**

<b>ELECTRIC UTILITY</b> .....	9
17. <b>General</b> .....	9
18. <b>General Shutoff Rules</b> .....	9
19. <b>Dispute Resolution</b> .....	10
20. <b>Metering</b> .....	10
21. <b>Billing</b> .....	10
22. <b>Inspection</b> .....	11
23. <b>Power Quality</b> .....	11
24. <b>Distributed Energy Resources</b> .....	12
25. <b>Construction</b> .....	12
a. <b>Service Connection</b> .....	12
b. <b>Line Extension Policy</b> .....	13
c. <b>Relocation of City’s Facilities at Customer’s Request</b> .....	13
d. <b>Temporary Service</b> .....	13
<b>SANITARY SEWER UTILITY</b> .....	13
26. <b>General</b> .....	13
27. <b>Permits</b> .....	14
28. <b>Capacity Fee</b> .....	14
29. <b>Number of Services to Residential Premises</b> .....	14
30. <b>Grease Traps/Interceptors</b> .....	15
31. <b>Rules of Construction</b> .....	17
32. <b>Joint Construction</b> .....	17
33. <b>Excavation and Backfill</b> .....	17
34. <b>Protection to Work</b> .....	18
35. <b>Construction of Pits and Manholes</b> .....	18
36. <b>Construction of Sewers</b> .....	19
a. <b>Cast Iron</b> .....	19
b. <b>Plastics</b> .....	19
c. <b>Concrete Work</b> .....	19
d. <b>Stubbing Laterals</b> .....	19
e. <b>Inspection of Sewer Connection</b> .....	20
f. <b>Point of Connection – Locating Wye</b> .....	21
g. <b>Tapping of Vertical Riser</b> .....	21
37. <b>Trucked Waste</b> .....	21
38. <b>Preventative Maintenance</b> .....	21
39. <b>Sewer Regulations</b> .....	21
40. <b>Separation of Sewers</b> .....	21
41. <b>Prohibited Connection</b> .....	22
42. <b>Openings below Ground Level</b> .....	22
43. <b>Stoppage of Building Sewers</b> .....	22
44. <b>Sanitary Sewer Connection Charge Policy</b> .....	23

**TABLE OF CONTENTS (Continued)**

**WATER UTILITY .....25**

**45. General.....26**

**46. Construction of Meter Pits & Manholes .....26**

**47. Capacity Fee .....26**

**48. Water Taps, Water Services, and Lawn Irrigation .....26**

**49. Excavation & Backfill .....27**

**50. Testing .....28**

**51. Enlarging or Relocating Water Taps and Services .....30**

**52. Frozen Water Meters .....30**

**53. Use of Shutoff Keys .....30**

**54. Lawn Sprinkling Meters .....30**

**55. High Bill Adjustments .....31**

**56. Water Disconnection and Reconnection .....31**

**57. Water Connection Charge Policy .....32**

**58. Multi-Unit Buildings.....33**

**59. Meter Readings and Billing.....33**

**60. Resale of Water .....34**

**DEFINITIONS .....37**

## **GENERAL**

### **1. Statement of Purpose**

The purpose of these Terms and Conditions for Utility Service is to describe (1) the responsibilities of the City and the Customer, (2) the application process, (3) financial obligations of the City and the Customer, (4) the metering and billing process, (5) payment obligations of the Customer, (6) process of discontinuing utility service and (7) construction policies for electric, sanitary sewer, and water service.

### **2. Responsibilities**

#### **a. City's Responsibilities**

Utility services are subject to shutdowns, variations and interruptions caused by system improvements, repairs, maintenance and emergencies. Whenever possible, notice of service interruptions will be given to the affected Customer(s).

The City will use reasonable diligence in furnishing a regular and uninterrupted supply of Utility services. The City does not, however, guarantee regular and uninterrupted service and shall not be liable for damages due to conditions beyond its reasonable control. Examples include extraordinary repairs, breakdowns or failure of equipment, or materials, actions taken to prevent or limit the extent or duration of the interruption, storm emergencies, acts of God, public enemies, labor disputes or acts of civil or military authority.

#### **b. Customer's Responsibilities**

The Customer shall be responsible for providing and maintaining suitable protective devices on the Customer's equipment to prevent any loss, injury or damage that might result from any conditions, fluctuations or irregularities in the supply of Utility services.

In the event of loss or injury to the City's property through misuse or negligence by the Customer, the Customer shall pay the costs of all necessary repairs or replacement to the City.

The property owner shall repair damage to or replace public property (e.g. sidewalks) removed when replacing Utility services.

Before purchasing equipment for use in connection with any City Utility system, the Customer should verify the characteristics of the available Utility service from the City.

### **3. Interpretation and Enforcement**

The City Manager, or the manager's designee, shall be responsible for the interpretation and enforcement of these "Utility Service Terms and Conditions" through the municipal ordinance procedure.

### **4. Application of Rates**

These "Utility Service Terms and Conditions" apply to all Utility services provided by the City of Sturgis ("City") and are approved by the Sturgis City Commission. A copy will be furnished upon request during normal business hours at City Hall, 130 North Nottawa Street, Sturgis, Michigan, 49091-1197. They are also available online at <http://www.sturgismi.gov/utilities>. Failure of the City to enforce any requirement of these "Utility Service Terms and Conditions" shall not be deemed a waiver of its right to do so.

All Utility rates are based on furnishing each class of Customer service at a single point from which the total requirements of each separate Premises of the Customer will be supplied unless otherwise agreed upon by the City and other authorities having jurisdiction.

When the applicant desires delivery of Utility service at more than one location, a separate agreement will be required for each separate location. Utility service at each location will be billed separately under the applicable Utility rate.

### **5. Service Fees**

Service fees will be assessed for activities that are not included in the base rates for Utility service. Service Fees are included in the City's Schedule of Fees approved by the City Commission. Service Fees include, but are not limited to, tap fees, meter service fees, connection fees, deposits, joint pole use and temporary service fees.

### **6. Access to Premises**

City shall have access at reasonable times to Customer Premises to install, inspect, locate, read meters, repair and remove City property located within or outside the street right of way. Refusing access may subject the Customer to a disconnection of Utility service.

### **7. Approval of Equipment**

The City reserves the right to approve or disapprove for use in connection with any City Utility system any wiring, equipment, appliances, fixtures, piping, motors or any other devices that are presently in use or that are offered for use in connection therewith. Should any of the same be disapproved, their use shall be disconnected at once, either permanently or until corrective measures have been taken. Failure to comply with

orders to discontinue the use of or to apply corrective measures to disapproved equipment shall be deemed just cause for the discontinuance of Utility service until compliance is verified.

## **8. Location and Protection of CITY Facilities**

All City facilities used to deliver and measure Utility Service shall be owned, operated and maintained by the City. Facilities located on Customer Premises shall be under the Customer's protection. The cost of any loss or damage to City property, excluding normal wear and tear, shall be payable by the Customer. The City will approve the size, type, location and suitability of the equipment.

If the City deems that potential problems may arise due to a Customer's operations, the City may require certain protective devices be installed by the Customer in order to maintain the integrity and reliability of the City's Utility system.

The Customer / owner shall provide, as directed by and free of expense to the City, a suitable space for the installation of the City's property and shall at all times keep the area about, over and under this equipment clear of obstructions and allow access by authorized City personnel or its agents. The Customer / owner shall protect the City's property from damage, including freezing, and shall permit only City personnel or its authorized agents to replace, inspect, test or adjust City owned property.

Any person damaging, tampering with or removing City property shall be held responsible for the repair or replacement. If a Customer is found to have tampered with City property, the Customer will pay for any necessary repairs, estimated usage and applicable fees and deposits. Furthermore, the City may contact the appropriate law enforcement agency to initiate legal action against the Customer.

No attachment of any kind may be made to City facilities without the express written consent of the City.

## **9. Customer Payment Responsibilities**

Utility bills are due by the date printed on the bill. Payments are considered on time when received by the City on or before the printed due date. Bills not paid by the due date are subject to a Late Payment Fee of two (2) percent.

## **ACQUIRING UTILITY SERVICE**

### **10. Application for Service**

An applicant for Utility service must contact the Customer Service Department. An applicant for new electric service (new construction or upgrade) must also complete a Service Application with the Electric Department. There is no charge for this application.

When the Service Order is for rental property, confirmation by the owner, landlord, or manager will be required. Service may be denied if the rental unit is not registered with the City of Sturgis as required by the City's "Property Maintenance Code".

A written agreement or contract may be required from an applicant before service is approved. A copy of the agreement or contract will be provided to the applicant. A new Customer account may not be established if a delinquent Customer account holder resides at the same Premises as the New Customer, unless the new Customer agrees to pay a Service Deposit.

## **11. Choice of Rates**

The Utility rate a Customer will be billed is determined pursuant to the availability clauses of the City's Utility rate schedules. In some cases, the Customer may be eligible to take service under more than one rate. Upon request, the City will advise the Customer in the selection of the rate. However, the responsibility for the selection of a rate lies with the Customer and the City will not be liable for the Customer's choice of rates. Once the rate has been selected, it cannot be changed for at least 12 months. In no event will the City refund any difference in charges between present and previous rates.

## **12. Service Deposits**

The City may require a cash deposit or other guarantee as a condition of Utility service due to, but not limited to, the following:

1. The applicant has a prior Utility service account that is delinquent that accrued within the last six (6) years, and at the time of the request for service, remains unpaid.
2. The applicant has issued one (1) or more checks that were returned due to non-sufficient funds within the last twelve (12) Months.
3. The applicant did not adhere to the terms of a Payment Agreement.
4. The applicant has interfered with or diverted the Utility service of the City in an unauthorized manner or tampered with City property.
5. The applicant misrepresents his or her identity or credit standing or fails to provide positive identification, if requested, at the time of application.
6. The applicant is unable to provide prior Utility service history information from any other Utility.
7. The applicant is requesting service at a rental property.
8. The applicant is requesting commercial or industrial Utility service.
9. If the applicant has sought relief under federal bankruptcy laws or a receiver is appointed in a state court proceeding, a deposit will be assessed as allowed by federal bankruptcy law or state law.

The deposit required pursuant to the above rules will be as stated in the City's Schedule of Fees. Deposits will not earn interest. The deposit may be transferred to subsequent Utility service Premises, if the Customer has a satisfactory credit history with the City.

The deposit shall be refunded upon receipt of twelve (12) consecutive Satisfactory Payments. The refund shall be made within 20 business days.

### **13. Restrictions of Service**

#### **a. Outstanding Utility Bills**

If an applicant for Utility service has an outstanding balance that accrued within the last six (6) years, the balance must be paid in full before Utility service will be rendered. This is in addition to any other applicable fees and deposits.

#### **b. Resale of Service**

All Utility service supplied by the City is for the Customer's use within or upon their Premises. No Customer shall be allowed to resell Utility services to others, except for water service as outlined in WATER UTILITIES section. Furthermore, a Customer shall not extend Utility service from one (1) premises to another by crossing rights-of-way, public streets, roads, alleys, or property owned by the Customer or others.

For the purposes of this section the renting of a premises with the cost of Utility service included in the rental will not be considered a resale of Utility service.

#### **c. Lien and Assessment**

Any delinquent fees for time and material projects, disconnect of Utility service, reconnect of Utility service, Utility bills, etc. shall constitute a lien upon and be subject to a tax assessment against the Premises served pursuant to Chapter 2, Section 2-302 of the City's Code of Ordinances, adopted by the Sturgis City Commission on March 10, 2004.

#### **d. Adverse Conditions**

A fee may be made when extraordinary expense is incurred by the City in performing Customer services due to overtime rates, unfavorable weather conditions or other adverse conditions.

### **14. Metering and Billing**

Utility services furnished by the City to each premises shall be measured by a Meter installed and controlled by the City. The Customer shall provide, free of expense to the

City, a space suitable to the City for the installation of all necessary metering equipment. The Customer shall permit only City employees or the City's authorized agents to inspect, test or remove its metering equipment.

Meters will be read and Utility service billed each Month. All bills are payable as specified on the bill. Failure to receive a bill will not excuse the Customer from paying for Utility service. Any amounts due after the termination of Utility service can either be added to the new Utility service premises or be billed as a Closing Bill.

Utility service may be established in either the tenant's or landlord's name. When a tenant is applying for Utility service, confirmation by the manager, landlord, or owner will be required. Utility service may be denied if the rental property in question is not registered with the City as a rental unit under the City's Code of Ordinances.

Customers who have had Utility service for three (3) days or less (from service start date to billing date) will not be billed until the following Month.

Customer charges for Utility service will be prorated when closing or opening an Account.

Whenever a Meter reading is unavailable, the Customer shall pay an estimated amount for Utility service furnished during the billing period. The estimate will be based on (1) the results of a test, (2) the use of Utility service during a similar period, or (3) by other known factors, as determined by the City.

If the City overcharges a Customer, the City will credit the amount of the overcharge. The City will not adjust, refund or credit an overcharge for more than two years immediately preceding discovery of the error or change in ownership, whichever is shorter.

If the City undercharges a Customer, the City will bill the Customer the amount of the undercharge. The City will not bill an undercharge for more than one year immediately preceding discovery of the error or a change in ownership, whichever is shorter. The City shall offer the Customer payment arrangements up to one year for the amount of the undercharge. If the undercharge involves Meter Tampering or fraud, the City will charge the Customer for the amount of the undercharge plus applicable fees.

The City of Sturgis does not provide consolidation of Utility bills for separately metered premises.

The Customer is responsible for identifying and labeling each Meter for multiple Meter installations.

## **15. Meter Testing**

The City may test Meters on a regular basis. If a Customer requests a Meter test, they shall pay the Meter testing fee described in the City's "Schedule of Fees" if the Meter meets or exceeds specifications.

## **16. Payment Options**

### **a. Methods of Payment**

The City has several options to pay for utility service:

**Direct Payment:** Customer's monthly utility bill will be automatically deducted from their checking account.

**Mail:** Mail payment in a self-addressed envelope provided with the bill. Please make sure to include the complete account number and telephone number.

**In Person:** Customer can pay in person using cash, check or money order at City Hall, 130 N. Nottawa Street Monday and Wednesday through Friday, 9:00 a.m. to 5:00 p.m.

**On-Line:** Payments may be made any time online by going to <http://www.sturgismi.gov>.

### **b. Equal Payment Plan**

Customers who have established a minimum of nine (9) Months Utility history have the option of paying bills under the City's equal payment plan. The City may at any time during the 12-Month period adjust the estimate and bills rendered in accordance with such estimates so as to conform more nearly to the actual Customer usage. The normal equal payment period will be 12 Months commencing in any Month selected by the City. In those cases where billing is commenced during a Month that leaves less than 12 Months to the beginning of the next normal equal payment period to which the Customer will be assigned, payments shall be calculated on the basis of the Months in the shortened period.

If actual Utility usage during the Plan period exceeds the usage estimated under the Plan, the Customer will be billed for the difference.

If actual Utility usage during the Plan period is less than the usage estimated under the Plan, the Customer's Account will be credited for the difference.

If at any time a Customer terminates service with the City under the equal payment plan the Customer's actual usage during the current equal payment period will be computed in accordance with applicable rate schedules in effect during the Months in question. The difference between the computed bills and the bills rendered under the equal payment plan, as well as any unpaid or non-refunded difference from the previous equal payment period, will be refunded by the City or paid by the Customer, whichever is applicable.

The City reserves the right to terminate the Equal Payment Plan for any Customer that does not comply with the terms of the plan.

### **c. Automatic Payment Plan**

The City shall make available to its Customers an Automatic Payment Plan for payment of Utility bills. The initial request from the Customer shall be in the form of a written agreement. All Accounts must be current at the time of the first direct charge.

The City reserves the right to terminate any Customer that does not comply with these Utility Service Terms and Conditions or the written agreement.

The automatic payment plan will be terminated upon written request from the Customer or if the City receives a returned electronic funds transfer transaction.

Closing Bills will be processed under the automatic payment plan.

### **d. Delinquent Payment Plan**

If a Customer claims an inability to pay an outstanding bill in full, the City may offer the Customer the opportunity to enter into a Delinquent Payment Agreement. All Delinquent Payment Agreements shall adhere to the following:

1. The City will allow one such agreement per Customer per twelve-Month period.
2. The agreement will be in writing and must be signed by the Customer. A copy of the agreement shall be maintained on file by the City for a minimum of two years.
3. Utility Service will not be discontinued to a Customer provided that the Customer adheres to the terms of the agreement.
4. The Delinquent Payment Agreement will specify that a Customer pays all current bills plus a reasonable amount of the outstanding balance in installments until the outstanding balance is paid in full. For the purpose of determining a reasonable amount, the City shall consider the following:

- a. size of Delinquent Account
- b. Customer's ability to pay
- c. Customer's payment history
- d. amount of time that debt has been outstanding
- e. reasons why debt is outstanding; and other relevant factors.

**e. Credits to Customer Accounts**

Whenever a credit is applied to an Account, it will be made on the basis of the net billing. No refund will be made to any Account after one (1) year following Discontinuance of Service. No credit or refund will be made in a net amount of less than five (5) dollars. No credit will be allowed unless all City requirements have been met and a clear record supports the issuance of such credit or refund. Any incorrect billing or collection that resulted in an overpayment or underpayment will be credited or charged for up to a maximum of one (1) year.

**ELECTRIC UTILITY**

**17. General**

The City will designate the location of the electric service. The City shall not be liable for any loss, injury, or damage resulting from the Customer's use of its equipment beyond the point at which the Customer's facilities begin. The City supplies 60 Hertz alternating current throughout its service area. It intends, but does not guarantee, to furnish a continuous supply of Electric Power, voltage, and frequency within reasonable limits. The City will not be liable for interruptions in the service, including, but not limited to, loss of phase, voltage, and frequency variations, acts of God, war, sabotage, labor dispute, labor disturbance, the exercise of authority by the government, or military action.

The City will provide and maintain the necessary lines, connections, protective devices, Meters and other equipment as required for the delivery of Utility services to its Customers. All such equipment shall be the property of the City.

All Customer-owned transformers shall have dual voltage primary windings if the distribution system is other than 12,470 volts. In such cases the City may, in its sole discretion, share in qualified costs of such dual voltage transformers, which may include associated equipment and installation.

**18. General Shutoff Rules**

The City of Sturgis' procedures for disconnecting electric service are found in its "General Shutoff Rules".

## **19. Dispute Resolution**

The procedure for handling Customer complaints regarding Utility service can be found in the City's "Dispute Resolution Policy".

## **20. Metering**

All Electric Power sold to Customers is measured by commercially acceptable measuring devices owned and maintained by the City.

The Customer must install, own and maintain a metering enclosure. Meter enclosures may be furnished by the City. The City will furnish, own, and maintain self-contained and instrument rated meters, potential and current transformers. The Customer shall furnish, install, own, and maintain all other service equipment and all wiring and conduits from the weatherhead of an overhead service connection and from the point of service of an underground service connection.

The City requires metering equipment, where practical, to be located outdoors on the Customer's building or structure.

Meter sockets, connection boxes and instrument transformer enclosures shall not be used as junction boxes to supply customer's branch circuits or grounding conductor termination.

## **21. Billing**

The City of Sturgis does not permit master metering or coincident (conjunctive) billing for Electric service.

Detached buildings appurtenant to a residence such as garages, stables, etc., may be served by an extension of the Customer's residential service through a single Meter or by a separate service through a second Meter.

All newly constructed duplexes, apartment buildings and other multiple residences shall have individual Dwelling Unit metering.

Common area usage in multiple Dwelling Unit buildings will be separately metered and billed under the appropriate commercial rate.

Existing multiple Dwelling Units served through a single Meter with a single phase service of 200 amperes, or less, shall be billed under the appropriate residential rate. The Account shall be in the name of the landlord.

If a portion of a residence is regularly used for business, professional, institutional, or other gainful purpose and requires electric service in excess of 200 ampere single-phase, the residential rate shall cease to apply to that portion of the residence. Under these circumstances, the Customer shall either:

- a. separate the wiring such that the residential portion of the Premises is served through a separate Meter under the appropriate residential rate and the commercial usage is served through a separate Meter or Meters under the appropriate commercial, or
- b. the entire Electric service will be billed under the appropriate commercial rate.

## **22. Inspection**

It is in the interest of a Customer to properly install and maintain all wiring and electrical equipment and at all times be responsible for its character and condition. The City shall not inspect a Customer's electrical equipment and in no event shall the City be responsible for that equipment. If an Electric Service has been disconnected for a period of 90 days, but less than one year, the City will require a certificate from a licensed electrical contractor stating that the Electric Service is safe to energize. In addition, if an Electric Service has been disconnected for a period of 365 days, or longer, the City will also require certification from an electrical inspector having jurisdiction.

Electric Service will not be supplied to new or remodeled buildings until such installations have been inspected and approved, in writing, by the appropriate inspection authority and are in accordance with these Utility Service Terms and Conditions.

The City may discontinue the electrical service to any building or installation it deems the electrical wiring or equipment of the building or installation to be unsafe or improperly installed.

## **23. Power Quality**

The load of any three-phase service shall be reasonably balanced between phases by the Customer.

The service connections, transformers and appliances must be suitable for operation with the character of service supplied by the City and shall not be detrimental to the same. The electric power must also be used in such a manner so as not to cause disturbances of the City's transmission or distribution system. The City will be the sole judge as to the suitability of all apparatus or appliances and as to whether the operation of such apparatus or appliances is or will be detrimental to the City's system.

All apparatus used by the Customer should have the highest practical commercial efficiency, power factor and proper balancing of phases. Motors which are frequently started or arranged by automatic control must give maximum starting torque with

minimum current flow and must be equipped with controlling devices as approved by the City. The Customer must notify the City of any increases or decreases in its connected load.

## **24. Distributed Energy Resources**

All Customer requests to install Distributed Energy Resources (DER) must submit a Distributed Energy Resource Interconnection Application Form. Additional submissions may be required. The forms are available at [www.sturgismi.gov](http://www.sturgismi.gov).

## **25. Construction**

### **a. Service Connection**

The Customer shall, at no expense to the City, provide space for the City's facilities on the Customer's premises to meet the Customer's needs for service. The City will be allowed to trim, remove or otherwise prevent future growth of trees and brush on the Customer's premises that, in the City's sole discretion, interfere or threaten to interfere with, or be hazardous to, the construction, operation and maintenance of the City's facilities.

The Customer's wiring must be brought outside the building wall nearest the City's service wires so as to be readily accessible. When service is from an overhead system, the Customer's wiring must extend at least 18 inches beyond the weather head. When service is from an underground system, the City will extend its service wires to the line side of the Meter socket. When a Customer installs service entrance facilities specified by the City and/or installs and uses certain utilization equipment specified by the City, the City may provide or offer to own certain facilities beyond the point at which the City's service wires attach to the building.

The City shall have the right to construct its poles, lines, conduits and circuits on the Customer's property and to place its transformers and other apparatus on the Customer's property. The Customer shall provide suitable space for the installation of the necessary measuring instruments at a point designated by the City and will protect the City owned equipment from damage.

Before overhead or underground service will be extended, the owner, developer, or Customer requesting electric service shall provide Adequate Sub-grade prior to the installation of any lines, transformers, or other apparatus. Permanent survey markers indicating property lines must be installed and maintained by the Customer. Any subsequent rebuilding or relocation of the City's facilities required due to changes in grade or property lines shall be done by the City or the City's contractor at the Customer's expense.

All Electric Service must be grounded in accordance with the requirements of the National Electric Code and any City and State regulations. Electric service will not be connected if it is determined that the wiring does not meet the specifications.

When a Customer desires energy to be delivered at a point or in a manner other than that designated by the City, the Customer shall pay all of the additional costs. The City shall install, own, and maintain its facilities to the point of attachment to the Customer's facilities.

**b. Line Extension Policy**

The City of Sturgis will upgrade, construct, or extend its facilities according to its Line Extension Policy.

**c. Relocation of City's Facilities at Customer's Request**

When a Customer requests the City to relocate its facilities located on the Customer's Premises, the Customer shall reimburse the City for the entire cost incurred to make such changes. During an addition to or remodeling of an existing building, the City may designate the location of the Meter. The location must be outside of the building, and easily accessible by City personnel. For residential Customers, the Meter must be located on the front of the structure or within seven (7) feet of the front of the structure. The cost of moving the Meter shall be borne by the Customer.

**d. Temporary Service**

Customers desiring lighting and/or secondary power for less than 12 Months for purposes such as, but not limited to, construction jobs, fairs, carnivals, fruit stands, Christmas tree stands, traveling shows, outdoor/indoor entertainment, etc., shall pay the cost of installing and removing all the facilities necessary to supply the temporary service. The temporary service will be constructed by the Customer in accordance with the City's construction standards and the location of the service will be determined by the City.

**SANITARY SEWER UTILITY**

**26. General**

Non-domestic wastewater Customers shall notify the City when they make in-house alterations which may affect their wastewater discharges to the Sanitary Sewer. These alterations may involve changes in volume and/or contaminants in the wastewater.

## **27. Permits**

No work of installing, replacing, connecting, extending, or altering any piping, fixtures, or other appurtenances that are in any way connected with or served by the Sanitary Sewer systems of the City shall be performed except that at all times the State/County plumbing code is followed. The owner or his properly Licensed Master Plumber is responsible for the taking out of all permits, rendering of all reports, and the payment of all fees in conjunction with the given work.

Exception to the above may be had when persons, who are both owner and resident of their property, can act as their own plumber in the performance of such work on their own Premises. All such work is subject to inspection by the State Plumbing Inspector who is responsible for the integrity of the work.

No plumbing work shall be started until all applicable State, County, and City permits have been obtained. In making application for City permits, the applicant shall state in detail the work to be performed and when required to do so shall submit complete plans and specifications with his/her application.

No permits are necessary for the repair of leaks, replacing of pipes, replacing of fixtures, or for the unstopping of Sewer and waste pipes, when no change in the number and type of water and/or Sewer connections is involved.

Regulations governing the issuance of permits for tapping and connecting of house service piping and house drains will be found elsewhere herein.

Reference City Code of Ordinances, Section 62-136.

## **28. Capacity Fee**

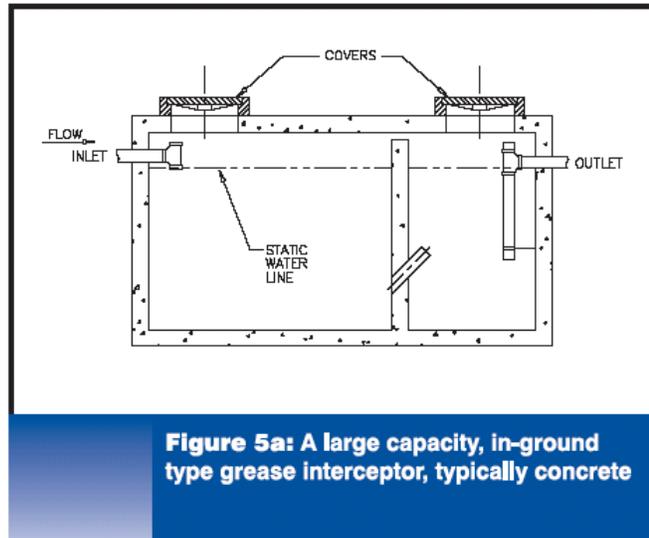
A one-time capacity fee may be levied for a new Customer's water or Sewer service. This fee shall be established by the City and may be revised periodically as approved by the City.

## **29. Number of Services to Residential Premises**

No more than one house Sewer service connection may be extended to serve a Premises, except by special permission to do so, and then only when such services are maintained entirely free of any and all interconnections that may, at any time, result in disturbance to the normal operation of the Sewer system.

**30. Grease Traps/Interceptors: Refer to Utilities Code Chapter 62 Section 62-145.**

To insure protection of the municipal Sanitary Sewer system grease interceptors/traps shall be required for all commercial and/or institutional restaurants and food service Customers and may be required for other users as determined necessary by the POTW Superintendent.



A typical large capacity grease interceptor-

The POTW shall have the right to inspect a restaurant (or other establishment where an interceptor is required) at any time for any reason.

The failure of a restaurant to comply with this Section may subject the violator to enforcement action and the remedies as may be available by law and the terms of Chapter 62 of the Utilities Code.

## Recommended Grease Interceptor Sizing Chart

### Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

<b>Company</b>		<b>Calculated By</b>		<b>Date</b>		
<b>Project</b>		<b>Location</b>				
Follow these six simple steps to determine grease interceptor size.						
Enter Calculations > Here	No of Meals Per Peak Hours	Waste Flow Rate	Retention Time	Storage Factor	Calculated Interceptor Size	Grease Interceptor
	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>1</b>	<b>Number of Meals Per Peak Hour (Recommended Formula):</b> Seating Capacity [ ] x Meal Factor [ ] = Meals per Peak Hour [ ]  <b>Establishment Type:</b> Fast Food (45 min)                      Meal Factor 1.33 Restaurant (80 min)                      1.00 Leisure Dining (90 min)                      0.67 Dinner Club (120 min)                      0.50				Notes:	
<b>2</b>	<b>Waste Flow Rate:</b> Condition                                      Flow Rate With a Dishwashing Machine              6 Gallons Without a Dishwashing Machine          5 Gallons Single Service Kitchen                      2 Gallons Food Waste Disposer Only                  1 Gallon				Notes:	
<b>3</b>	<b>Retention Time</b> Commercial Kitchen Waste Dishwasher                      2.5 Hours Single Service Kitchen Single Serving                      1.5 Hours				Notes:	
<b>4</b>	<b>Storage Factor</b>  <b>Kitchen Type</b> Fully Equipped Commercial Hours of Operation                      Storage Factor 8 Hours                                      1.00 12 Hours                                      1.50 16 Hours                                      2.00 24 Hours                                      3.00 Single Service Kitchen                      1.50				Notes:	
<b>5</b>	<b>Calculate Liquid Capacity</b> Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application				Notes:	
<b>6</b>	<b>Select Grease Interceptor</b> Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.				Notes:	

**Use of Sewers: Refer to Utilities Code Chapter 62 Section 62-64**

### **31. Rules of Construction:**

These rules of construction apply equally to work being installed new and to work of repair and replacement and are deemed to be cooperative with and accessory to that ordinance or code currently in effect.

### **32. Joint Construction**

Water service pipes and Building Sewer pipes may be laid jointly in the same trench if done according to existing state/City regulations.

Water service pipes and metallic gas pipes may not be laid jointly.

Building Sewer pipes and gas pipes may not be laid jointly.

All jointly laid piping shall be installed so it is in accordance with the State Plumbing code.

Where separate trenches are required a horizontal separation shall be maintained, which is in accordance with the State Plumbing code.

### **33. Excavation and Backfill**

No excavation shall be started until all permits, including street opening permits, have been obtained and the general layout of the work has been carefully planned and agreed upon. A twenty-four hour notice must be given to the City prior to excavating or connecting to the Public Sewer.

All unusable paving material, large rocks, masonry, roots and other debris, removed during excavation, shall be segregated from the clean earth, usable sod and paving materials, and removed from the site. No such materials shall be used in the backfill. The trench shall be carefully brought to grade with a minimum of excess excavation and a suitable bed for the pipe or pipes prepared from clean sand and gravel from which all large stones and debris has been removed. The interior of the pipe and the inside of the pipe joints shall be carefully cleaned as the work progresses and the pipe opening shall be clean and kept continually closed with a stop.

After the pipe has been laid it shall be covered with carefully selected material solidly compacted for a distance of not less than one foot above its top, extreme care being exercised to prevent its disturbance and/or injury.

The balance of the trench may then be filled and compacted for its entire depth by wetting, by tamping, or by combined wetting and tamping, suitable allowance being made for final settlement. The sod shall then be replaced and/or top soil and grass

seed used to restore the grassed areas as near as possible to their original condition. Public street surfaces removed during excavation shall be treated with a temporary surfacing or otherwise, as directed by the City Department of Public Services (DPS) pending final repaving by that department. The City may deny any Utility service for failure to adhere to the above requirements.

#### **34. Protection to Work**

Protection during construction and protection against possible damage due to settlement or disturbance after construction shall be provided for all adjacent piping, trees, shrubs, walks, curbs, buildings and other structures. All exposed piping to be fully protected from injury and disturbance if the work is to be left unattended for any length of time.

#### **35. Construction of Pits and Manholes**

Due to State and Federal regulations regarding confined spaces, the construction of pits and manholes is strongly discouraged for the installation of Meters, backflow devices, bypasses, etc.

Wastewater Meters will not be installed in locations considered confined spaces or require the installer to crawl under buildings. These locations are an extreme hazard to the City's personnel. Additional plumbing required for the main valve/wastewater meter to be accessible from outside the crawl space, must be completed by the owner or his/her plumber at the owner's expense before the wastewater meter is installed. Open channel flow metering devices installed on the Building Sewer line used for wastewater discharge are the exception to the above.

Pits and manholes installed for use in connection with the Building Sewer shall be substantially constructed of masonry, with sidewalls not less than 6 inches in thickness, with suitable conical or reinforced concrete top slabs of ample strength to suit the greatest load to which they may be subjected, and with round cast iron manhole rings and covers of equivalent strength.

Manhole rings and covers shall have clear access openings of not less than 26 inches.

Pits or manholes may be round, oval, square or rectangular, with a minimum clear inside dimension of 4 feet or more.

The Customer shall provide a 1/2" rigid or intermediate metal type conduit from the interior of the Meter pit or manhole to a point specified by the City for the remote reader installation.

All equipment installed within each pit or manhole shall comply with City requirements.

## **36. Construction of Sewers**

Building Sewers shall be constructed of socket type premium joint vitrified clay tile, approved cast iron soil pipe, or Sch-40 PVC or PVC ASTM D3034 (SDR35) approved plastic pipe. The City will consider other plastic pipe specifications on an individual basis. All installations shall be sized and constructed to meet the Plumbing Code and the City's Utility Service Terms and Conditions.

All new construction for Domestic or Non-Domestic Premises shall have its own independent Building Sewer constructed from the wye connection at the Public Sewer.

The Building Sewer shall begin at the Public Sewer and extend as near as possible in a straight line from that point to the point of connection with a clean-out opening just within the wall from which point the Building Sewer may be effectively cleaned for its entire length. Additional Building Sewer Cleanouts shall meet all requirements of the Plumbing Code.

It is the owner's responsibility to insure the integrity of the existing lateral before connection is made.

### **a. Cast Iron**

Sewers constructed of cast iron shall meet all of the requirements of the Plumbing Code.

### **b. Plastics**

Sewers constructed of plastic must be Sch-40 PVC or PVC ASTM D3034 (SDR35) and comply with commercial standard to meet all requirements of the Plumbing Code.

### **c. Concrete Work**

Concrete for encasement and support of Sewer pipes shall meet the requirements of the Plumbing Code and City approval.

### **d. Stubbing Laterals**

In connection with the construction of new Sewers and with old Sewers, prior to the paving or repaving of any street, the City Engineer or DPS, at their option, may extend such Sewer taps or laterals that in their judgment appear necessary, from the Public Sewer to the curb. The entire cost of such work will be the responsibility of the owner of the benefiting property.

The City shall not be held liable for failure to extend any Sewer wye or lateral as outlined above.



#### **e. Inspection of Sewer Connection**

In addition to assisting the owner or his agent in planning the layout of each proposed new Sewer connection the work will be given field inspections.

The inspection will be made at the time the connection is made with the wye, stub lateral, riser, or manhole. All pipe shall be left exposed for purposes of inspection and checking of grade.

The owner or licensed master plumber named in the tapping permit shall notify the City of the readiness of the work for inspection and the City will within 24 hours, exclusive of Saturdays, Sundays and holidays, make such inspection as required.

The City may, from time to time, make such other inspections of the work as are deemed necessary and upon disapproval of any part of the work by the inspector all work on the Sewer shall be stopped until proper correction has been made and its approval obtained.

**f. Point of Connection - Locating Wye**

Connections shall be made to the Public Sewer only at a wye or stub lateral which has been provided for the purpose. In the event that no such point of connection has been provided, that the connection cannot be found, or is found to be inaccessible, special permission may be issued by the City to connect to the public sewer with a new connection. In attempting to locate a wye or lateral connection, an excavation shall be made at the point where the records indicate that a connection may be found, No part of the Building Sewer trench shall be excavated until the wye or lateral is found or it has been definitely established that it cannot be found.

**g. Tapping a Vertical Riser**

Where it becomes necessary to connect to a standing or Vertical Riser connecting with a deep Sewer the following method of construction shall be employed:

The stopper shall be removed and replaced with a Wye Branch, the riser then brought up to the finish grade elevation of the street and a new stopper installed.

**37. Trucked Waste: Refer to Utilities Code Chapter 62 Section 62-167(a)(14)**

**38. Preventative Maintenance**

The City may enter into an agreement with commercial, institutional, industrial or governmental Customers to establish a preventative maintenance agreement and payment procedure for regularly scheduled maintenance/cleaning of Sewer and storm water lines.

**39. Sewer Regulations**

More detailed regulations of Sewer use may be found in Chapter 62 of the Codified Ordinances. In the event of a conflict between these Utility Service Terms and Conditions and Chapter 62, the latest revision shall apply.

**40. Separation of Sewers: Refer to Utilities Code Chapter 62 Section 62-167(a)(15)**

No roof water, surface drainage or storm water drainage from any point shall be admitted to or connected with any sanitary sewer. No Sanitary Sewer waste shall be admitted to or connected with any storm water Sewer. The two systems must be kept entirely separate.

#### **41. Prohibited Connection**

No Sewer connection shall be made to any septic tank, privy vault, outhouse, cesspool, or to any source of prohibited waste, or directly with any part of the City water supply system.

#### **42. Openings below Ground Level**

Except as specified below no Sewer openings or connections shall be installed below the overflow or relief point of any street Sewer.

By special permission, closets, urinals, floor drains, laundry tubs, sinks and such other Sewer connections as the City may deem permissible may be installed below the overflow or relief point of any street Sewer when each such connection is equipped with an approved readily accessible back-water valve, properly installed and properly maintained, so as to prevent the backing up of sewage in the event of stoppage, or that the fixtures be drained to an approved sewage sump which is equipped with an approved readily accessible check valve, proper venting, and automatic sewage removal facilities ( § 715 Michigan Plumbing Code).

#### **43. Stoppage of Building Sewers**

Removal of stoppages and repairs to Building Sewers is the responsibility of the owner. In the event that trouble is found in the wye connection at the Public Sewer, or in Vertical Risers extending there from, the owner shall establish that fact to the satisfaction of the City who shall then cause proper repairs to be made at the expense of the City.

The City shall not be held liable for any expense incurred by the owner in repairing or removing stoppages in Building Sewers or for any expense incurred by the owner in satisfying the City that such damage or stoppage lies within that portion of the Sewer system maintained by the City.

The City is not responsible for plumber/Sewer cleaning contractor's expense incurred by owner/renter for Sewer backup in the Public Sewer if the City is not contacted prior to plumber/contractor being called.

Plumber/contractors are required to contact the City whenever a Customer's Sanitary Sewer lateral is being replaced within two feet of the Public Sewer. The City will then have a representative present until all work within the concerned area is completed satisfactorily.

#### **44. Sanitary Sewer Connection Charge Policy**

Connections of Sanitary Sewer laterals are described in the scenarios below. In the event the scenario in question is not described, a determination of Connection Charges will be determined by the City Manager or his/her designee. The charges listed below will be in addition to any Sanitary Sewer assessments for the Utility.

**Scenario 1 – New Premises constructed on vacant land where no known previous structure existed.**

**Scenario 2 – Existing Premises not connected to Sanitary Sewer system and Premises owner is required to connect or wants to connect.**

**Determination:**

If the connection is for Sanitary Sewer only (no water available or Customer doesn't want to connect to water system), the Connection Charge will be based on the largest Meter size, as stated in the Schedule of Fees, and the responsibility will be on the Domestic and Non-domestic Customer to determine their usage as a Residential Equivalent Unit (REU) for the purposes of monthly billing.

In lieu of determining the REU, Domestic and Non-domestic Customers can elect to install a water meter on their well system to the building and be charged the sanitary Connection Charge based on the installed water meter size. Non-domestic Customers will be required to install an effluent meter on the sanitary lateral to measure wastewater flow.

**Scenario 3 – New Premises constructed on land where previous structure was connected to Sanitary Sewer system.**

**Determination:**

The City shall charge the sanitary Connection Charge based on the water meter size if sanitary lateral was not previously connected.

If the connection is for Sanitary Sewer only (no water available or Customer doesn't want to connect to water system), the Connection Charge will be based on the largest meter size, as stated in the Schedule of Fees, and the responsibility will be on the Domestic or Non-domestic Customer to determine their usage as a REU for the purposes of monthly billing.

In lieu of determining the REU, Domestic and Non-domestic Customers can elect to install a water meter on their well system to the building and be charged the sanitary Connection Charge based on the installed water meter size. Non-domestic Customers will be required to install an effluent meter on the sanitary lateral to measure wastewater flow.

**Scenario 4 – New Premises constructed on land where previous structure was connected to both water and Sanitary Sewer system.**

**Determination:**

The City shall charge the sanitary Connection Charges only if the water meter size is upgraded. The Connection Charge shall be the difference in the Connection Charge between the previous water meter size and the requested water meter size Connection Charge.

**Scenario 5 – Vacant land is combined with existing parcel for an addition to an existing Premises, which is already connected to water and/or Sanitary Sewer and requests an additional sanitary lateral connection.**

**Scenario 6 – Existing Premises, which is already connected to water and Sanitary Sewer, and requests an additional sanitary lateral connection.**

**Determination:**

The City shall charge the sanitary Connection Charge for a new sanitary lateral based on the existing water meter size, if a new water service is not connected.

The City shall charge the sanitary Connection Charge for a new sanitary lateral based on the new water meter size, if a new water service is connected.

**Scenario 7 – Multiple Premises on existing site or new Premises on expanded new site where one Premises is connected to water system and/or Sanitary Sewer and owner wants to connect another Premises to existing water or sanitary service (e.g. mobile home park).**

**Determination:**

The City shall require a separate Building Sewer to each Dwelling unit of a duplex and a separate Building Sewer to each Premises of a condominium or apartment complex.

The Codified Ordinances require a separate and independent Building Sewer for every Premises. Having multiple Premises connected to a single Building Sewer can cause problems in the future if buildings end up being owned by separate entities (e.g. mobile home park). However, we do want to provide property owners with flexibility, provided that all expenses of the construction of such connection are borne by the owner of the Premises. All details of such construction and connection shall be subject to the approval of the City.

For Non-Domestic users reference Chapter 62-139 of the Codified Ordinances.

## **WATER UTILITY:**

### **45. GENERAL**

All new construction of single family residences and duplexes which connect to the City water system, shall have an individual water service to each unit and be individually metered. Non-Domestic water customers shall notify the City when they make in-house alterations which may alter their water usage. These alterations may involve changes in volume. Prepayment of the Meter Service Charge and all applicable fees must be paid before a water meter shall be released. Water meters will be installed by the owner or a licensed master plumber and/or the owner's agent in accordance with City specifications.

#### ***Reference Utilities Code Chapter 62, Section 62-31***

The City shall have access to all Premises at all reasonable hours to install, inspect, read, repair or remove water meters, and as it relates to any and all devices that are connected with the City's water system. Violations will subject the property to Discontinuation of Service.

Water meters will not be permanently installed in unheated spaces or crawl spaces. Water meters will not be sold by the City for water resale, personal or business use. Water meters require proper support prior to the water service being turned on. Water Department personnel shall determine whether the support for the meter setting is acceptable. Water meters shall be kept in clean and sanitary conditions to be maintained by Water Department personnel. All water services shall have a properly functioning main shutoff valve prior to the water meter and full access to the water meter shall be created, maintained, and sustained after the water meter is placed in the Premises. No spigots or access points for water shall exist between the main shutoff valve and water meter. Exterior water piping is not allowed, except to an outside water faucet and shall be limited to no greater than 12 inches of pipe extending outside of the Premises' wall or foundation. If any conditions listed in this paragraph exist on the served property, it shall be cause for immediate termination of water service until the conditions have been eliminated.

Whenever possible, the water meter location shall be within three feet of the Premises' main shutoff valve.

Customer is responsible for maintenance and replacement of their water service from the City supplied curb stop to the Premises plumbing. City is responsible for water service from the water main to the curb stop.

#### **46. Construction of Meter Pits and Manholes**

Due to State and Federal regulations regarding confined spaces, the construction of pits and manholes is strongly discouraged for the installation of water meters and only authorized by the Water Division Supervisor or City Manager.

Water meters will not be installed in locations considered confined spaces or require the installer to crawl under buildings. These locations are an extreme hazard to City personnel. Additional plumbing required for the main valve and water meter to be accessible from outside the confined space, must be completed by the owner or his/her plumber at the owner's expense before the water meter is installed. .

Pits and manholes installed for use in connection with water service lines shall be substantially constructed of masonry, with sidewalls not less than 6 inches in thickness, with suitable conical or reinforced concrete top slabs of ample strength to suit the greatest load to which they may be subjected, and with cast iron manhole covers of equivalent strength.

Manhole rings and covers shall have clear access openings of not less than 26 inches.

Pits or manholes may be round, oval, square or rectangular, with a minimum clear inside dimension of 4 feet or more.

The Customer shall provide a 1/2" rigid or intermediate metal type conduit from the interior of the Meter pit or manhole to a point specified by the City for the remote reader installation.

All equipment installed within each pit or manhole shall comply with City requirements.

#### **47. Capacity Fee**

A one-time capacity fee may be levied for a new Customer's water service. This fee shall be established by the City and may be revised periodically as approved by the City.

#### **48. Water Taps, Water Services, and Lawn Irrigation**

Permit applications for water taps, water services, and lawn irrigation meters shall be obtained by the owner, or their agent at the Community Development Department in City Hall, 130 North Nottawa Street, Sturgis, MI 49091 or at:

[http://www.egovlink.com/public\\_documents300/sturgis/published\\_documents/Utility%20Department/WaterConnectionApp.pdf](http://www.egovlink.com/public_documents300/sturgis/published_documents/Utility%20Department/WaterConnectionApp.pdf).

The minimum size and location of the water tap and service line shall be approved by the Engineering Department. When such installations are made, the size and location will be determined by the Engineering Department in conference with the owner or their agent. When an owner installs an approved non-metallic water service pipe type to the curb stop, a 12 gauge, insulated solid or stranded tracer wire will be placed next to the pipe from the Premises to the curb stop, or the tracer wire must be conductively connected to a metallic pipe, in a manner approved by the City, when the non-metallic pipe is not connected at the curb stop.

New water service installations required during adverse weather conditions (November 1 through March 31<sup>st</sup>) or when there is frost in the ground shall be invoiced as "time and materials" incurred.

Water services for corner lots shall be tapped to the nearest water main. By special request, permission may be granted for tapping to the farther water main, but shall be invoiced as "time and materials" incurred.

Fees for 1 inch water taps, service line and water meter service must be paid prior to installation. All larger tap sizes will be invoiced based on time and material costs for installation. Please refer to the Schedule of Fees.

Any individual, plumber, or company found taking water meters from the Public Services Building without the proper paperwork and authorization by the Meter Division Supervisor shall be fined based on the Scheduled of Fees for tampering.

#### **49. Excavation and Backfill**

No excavation shall be started until all permits, including street opening permits, have been obtained and the general layout of the work has been carefully planned and agreed upon.

All unusable paving material, large rocks, masonry, roots and other debris, removed during excavation, shall be segregated from the clean earth, usable sod and paving materials, and removed from the site. No such materials shall be used in the backfill. The pipe shall be carefully laid in a compacted bed of select material; i.e. clean sand and gravel without large stones or debris. The interior of the pipe and any pipe joints shall be kept clean as work progresses. The pipe opening shall be kept clean or continually closed with a plug or stop. All pipe shall be left exposed for inspection.

After the pipe has been inspected, it shall be covered with select materials and solidly compacted for a distance of not less than one foot above its top, care being exercised to prevent damage or disturbance of the pipe. The balance of the excavated trench may then be filled and compacted for its entire depth by wetting, by tamping, or by combined wetting and tamping, suitable allowance being made for final settlement. The sod shall

then be replaced and/or top soil and grass seed used to restore the grassed areas as near as possible to their original condition. Exposed piping and excavation shall be fully protected to prevent injury or disturbance if work is left unattended for any length of time.

Public road surfaces removed during excavation shall be treated with a temporary surfacing or otherwise, as directed by the City's Department of Public Services pending final repaving by that department. The City may deny any Utility service for failure to adhere to the above requirements.

## **50. Testing**

### Hydrostatic Testing

Perform hydrostatic testing of water mains in accordance with AWWA C600.

One full working day notice to City personnel is required prior to testing. City of Sturgis personnel shall witness the pressure testing.

Provide the personnel, temporary timber bracing, plugs, test pumps, temporary connections to the Municipal water system, and any other required apparatus. Provide the water for hydrostatic testing if not available from the City of Sturgis. Water must be pumped from a measurable source in order to determine testing allowance water.

Before applying test pressure, expel air from the pipe in increments of no greater than 1,000 feet. Pressure test each section of water main. If the Contractor chooses not to pressure test against an existing valve, a new valve may be installed at the expense of the Contractor.

Maintain test pressure at 150 pounds per square inch (psi) for at least 2 hours by pumping water into the pipe. Testing allowance water, as measured by the quantity of water pumped into the pipe to maintain 150 psi during the test period, must not exceed the testing allowance.

Testing allowance water is determined using the following formula:

$L = SD\sqrt{P}$  148,000 Where L= testing allowance water in gallons per hour S= length of pipe in feet D= actual pipe diameter in inches, and P= 150 psi.

If testing allowance water is above the allowable limit occurs during hydrostatic testing, remove backfill to expose pipe and repair the joints. Repeat testing after repairs are complete. If multiple leaks occur the contractor may be required to reinstall main at Contractors expense. Correct visible leaks regardless of the amount of leakage. Replace faulty pipes, fittings, gate valves, or other accessories disclosed by testing.

Repeat the test until the pipes, fittings, gate valves, and other accessories meet the requirements.

### Disinfection, Flushing and Bacteriological Testing

Disinfect the water main in accordance with AWWA C651 and applicable Michigan Department of Environmental, Great Lakes and Energy (EGLE) regulations after successful hydrostatic testing.

Disinfect and flush new, and portions of existing, water mains as required by the EGLE.

Use blow offs, fire hydrants, or other means as shown on the plans or approved by the Engineer, or authorized representative, to flush water mains. Provide hoses and other equipment and arrange a means of disposing of the water without damaging the work or adjacent property.

Use the continuous feed method with chlorine added simultaneously with the water. Add chlorine or liquid hypochlorite to meet the requirement of at least 25 milligrams per liter of chlorine. Slowly add the water to the main and allow to stand for at least 24 hours. At the end of the 24-hour period, ensure the chlorine residual is a minimum of 10 milligrams per liter. If not met, re-chlorinate and flush the water main until a minimum 10 milligrams per liter residual remains after 24 hours.

After completing disinfection, initially flush the water mains with water at a velocity of at least 3 feet per second to replace the entire volume of chlorinated water in the pipeline. After initial flushing, perform final flushing until the residual chlorine content meets the standard level for the water distribution system. The City of Sturgis may require a waiting period after flushing and before bacteriological sampling.

Dispose of chlorinated water in accordance with applicable state and local requirements. If necessary, apply a reducing agent to the water to neutralize the chlorine and create a chlorine residual of no greater than 1 ppm.

After flushing, perform bacteriological testing in accordance with AWWA C651 and EGLE requirements. Test chlorine residuals before taking each bacteriological sample. Verify the chlorine residual is less than 1.5 milligrams per liter before taking a bacteriological sample. The City of Sturgis will collect samples from each branch of pipe in the presence of the Engineer, or authorized representative, and contractor personnel. The City of Sturgis will be responsible for the transportation of the samples to a State of Michigan approved lab for testing. Two consecutive bacteriologically safe tests at 24-hour intervals for each section of pipe are required. Acceptable tests are negative for bacteria and as otherwise defined by AWWA C651 and EGLE regulations.

If a bacteriological test fails, repeat disinfection, flushing, and testing.

## **51. Enlarging or Relocating Water Taps and Services**

The fee for replacing a small water tap and service pipe with a larger one, or for relocating a water service, shall be the same as the fee for a new tap and service plus the cost of removing the existing service. An Application permit shall be obtained by the owner or his agent at City Hall. The fee shall be borne by the Customer and shall be paid prior to the installation of the new service.

## **52. Frozen Water Meters**

Customers will be charged the actual cost of the water meter and labor to replace a damaged or frozen water meter. A safe, adequately heated environment is required to avoid freezing and/or accidental breakage.

## **53. Use of Shutoff Keys**

City of Sturgis employees are the only authorized persons allowed to use curb stop keys on a curb stop, gate valve wrench on a gate valve, or a fire hydrant wrench on a fire hydrant.

## **54. Lawn Sprinkling Meters**

Customers have the option of installing a second water meter on their property for the purpose of lawn and garden water, pool filling, and automobile washing.

Customers shall be billed monthly for water consumption metered by the sprinkling meter at the applicable rate, but will not be charged for wastewater. No customer charges will be billed to the Customer when water consumption is zero.

New sprinkling meters require Meter Department access to the water meter to install the meter reader once the meter is installed. Any customer not providing access for installing the meter reading equipment and inspection of the meter installation within 1 month of receiving water meter shall be billed the customer charge for the sprinkler meter every month until access is provided. Diagrams of acceptable lawn sprinkling meter layouts are available at Customer Service and found at the end of this section.

## **55. High Bill Adjustments**

An adjustment of an unusually high water/Sewer bill may be made at the City's discretion. The adjustment will be considered for the Sanitary Sewer portion of the bill only, and based on a non-preventable issue, i.e. a leaking toilet.

Only one water meter reading interval (one billing period) will be adjusted. It shall be the responsibility of the Customer to repair the problem as soon as it may be suspected. No adjustment shall be made 2 billing periods after a suspected problem has occurred.

To be considered for an adjustment, the owner must supply the City with an invoice/receipt for repair service by a licensed agent or a receipt for purchased parts. The City shall monitor the premises for a minimum of three days after a repair has been made to verify that the repair has corrected the problem. An average of the past six months shall be used as a measure for the correct consumption. A refund of the applicable wastewater rate times the excess over the average for one month shall define the adjustment given to the Customer. The adjustment shall be applied directly to the Customer's Account.

The City shall make only one adjustment for leakage in 12 billing periods. Repeat adjustments are an indication that the premise's water pipes and equipment are in poor condition and should be repaired or replaced.

## **56. Water Disconnection & Reconnection**

Customers will be charged a fee for a requested disconnect or reconnect of water service. See Schedule of Fees for amounts charged.

Water services disconnected for nonpayment will be restored only upon full payment of the Account and any fees assessed. An additional service deposit may be collected to ensure the integrity of an Account.

When requesting a reconnect of water service, a responsible individual must be present on the premises at the time of reconnect.

In the event that the City becomes aware of a leak, the water service will be discontinued to the premises within 48 hours.

If the water service to a premises is non-metallic material without a tracer wire, creates a condition which could damage public property, and/or be considered a potential hazard, the water service will be discontinued immediately after becoming aware of the leak. The City will attempt to contact the owner of the premises after the water service is shut off.

## **57. Water Connection Charge Policy**

The City of Sturgis will handle connection of water services in the manner identified below for each scenario provided. In the event, the scenario in question is not listed below, a determination how the Connection Charges will apply will be determined by the City Manager or their designee. The charges listed below will be in addition to any water assessments for the Utility.

**Scenario 1 – New Premises constructed on vacant land where no known previous structure existed.**

**Scenario 2 – Existing Premises not connected to water system and Premises owner is required to connect or wants to connect.**

The City shall charge the Water Connection Charge based on the water meter size for Premises.

**Scenario 3 – New Premises constructed on land where previous structure was connected to water system.**

The City shall charge the Water Connection Charge, only if the water meter size is upgraded. The Connection Charges shall be the difference in the Connection Charge between the previous water meter size and the requested water meter size Connection Charge.

**Scenario 4 – Vacant land is combined with existing parcel for an addition to an existing Premises, which is already connected to water and requests an additional water service connection.**

**Scenario 5 – Existing Premises already connected to the water system and requests an additional water service connection.**

The City shall charge the Water Connection Charge for a new water service based on the new water meter size.

**Scenario 6 – Multiple Premises on existing site or new Premises on expanded new site where one Premises is connected to water system and the owner wants to connect another Premises to existing water service. Example: Sturgis Commons Mobile Home Park.**

The City shall require a separate water service to each residential tenant unit of a duplex and a separate water service to each Premises of a condominium or apartment complex. The City shall charge the Water Connection Charge based on the water meter size for new Premises.

## **58. Multi-Unit Buildings**

An existing duplex or multi-unit apartment house can be served off a single water service to the Premises, if properly devised, independent water lines serve each tenant space and all Premises water meters are located in a lockable, secure, water meter room with suitable access to all water meters.

Commercial buildings with multiple tenants can be served off a single water service to the Premises, if properly devised, independent water lines serve each tenant space and all Premises water meters are located in a lockable, secure, water meter room with suitable access to all water meters. Commercial buildings also have the option for Resale of water within a single building. See Resale of Water section below.

Industrial buildings with multiple tenants can be served off a single water service, if properly devised, independent water lines serve each tenant space and all Premises water meters are located in a lockable, secure, water meter room with suitable access to all water meters.

## **59. Meter Reading and Billing**

Water meters will be read at regular intervals, approximately every 30 days, for preparation of regular bills, and as required for the preparation of Opening and Closing Bills. Rates for water service to each premise connected to the water system shall be billed and collected monthly in accordance with Water Rates Schedule. Water shall be billed in one-thousand gallon increments. Water charges will be billed with electric charges if applicable.

In some existing residential properties, a single water meter measures use by multiple users and actual consumption may be divided by the number of users and billed at the applicable rate. Each user shall be charged, in addition to the water consumption, the applicable wastewater charges. At the time the ownership changes, the new owner shall be required to meter each unit separately, or be billed to the owner.

Water meters in excess of six (6) inches shall be owned by the Customer and maintained by the City at the Customer's expense.

Existing residential premises where a single water meter services multiple users, the bill shall remain the owner's responsibility. The applicable rate will be charged.

Some existing properties may not be metered. At any time a property is found without a water meter, such property, shall be metered at the City's discretion and cost.

When a water meter reading is unavailable, i.e. no access to the water meter at time of reading, an estimated amount for the service will be charged on the regular monthly billing.

When a water meter is not registering use, the City will bill the Customer for water consumed based on a computed average of the Customer's prior use for one year or a computed average of the Customer's prior use if less than one year's history is available. If a water meter used for sprinkling or irrigation isn't registering, the City will bill the Customer for water consumed based on a computed average of the Customer's prior use during the previous season.

## **60. Resale of Water**

The owner or operator of an office building, mobile home park, apartment building, shopping mall, or similar structure may purchase water from the City for resale to occupants on the condition that service to each occupant must be metered separately and the occupants may not be charged more for such service than the appropriate City Rate available for similar service under like conditions. To qualify for resale of water to tenants, the owner or operator must state in writing their intent to resell in the application for service. The owner or operator is responsible for payment of purchased water for resale as required in Section 9 – Customer Payment Responsibilities.

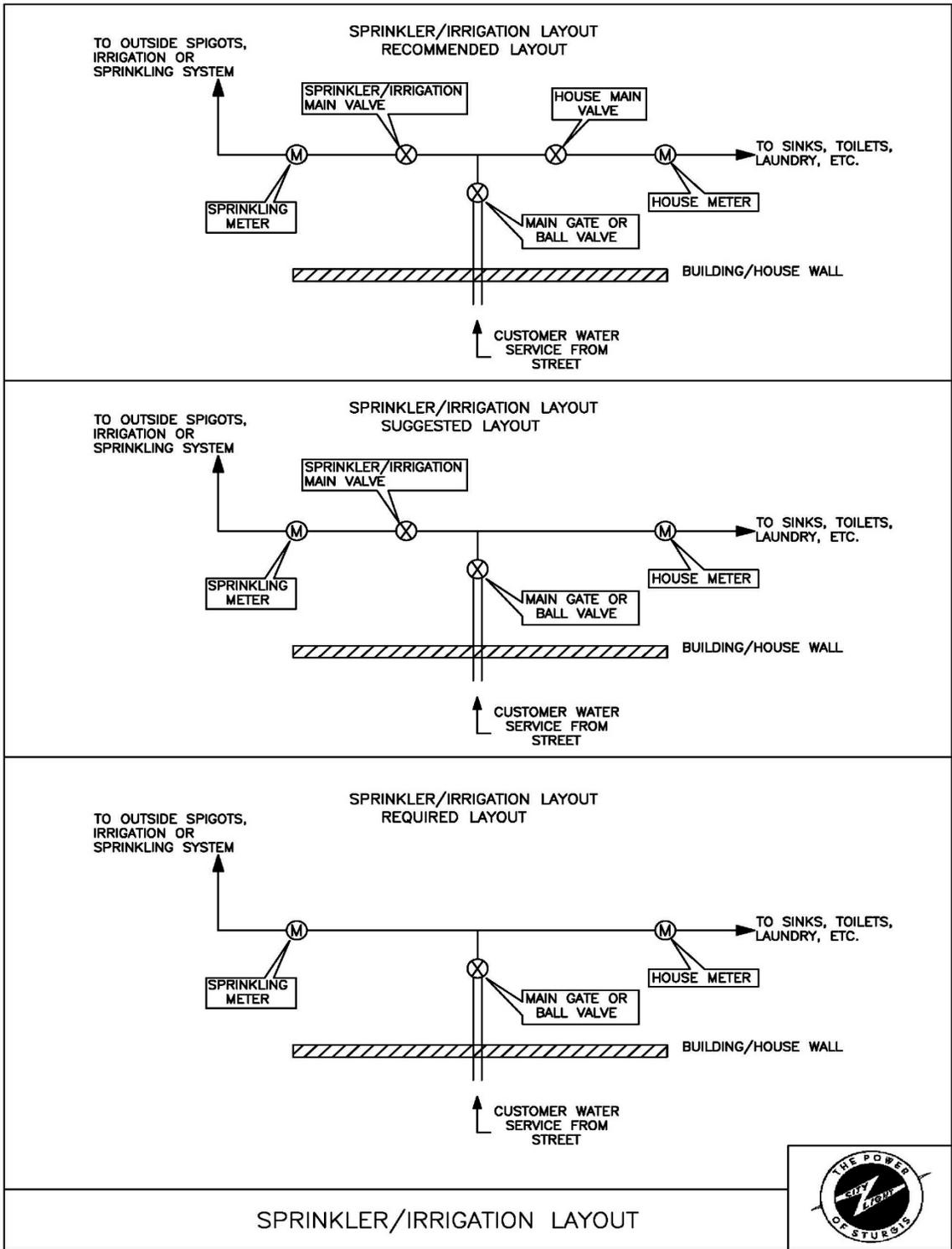
The City has no obligation to furnish, test, or maintain water meters or other equipment used for the resale of water to an occupant by the reselling owner or operator.

Billing records of the owner or operator may be audited once every 12 to 18 months using generally accepted auditing practices. The audit will be conducted by the City or if the City elects, by an independent auditing firm approved by the City. The reselling owner or operator will be assessed a reasonable fee for an audit conducted by the City or its agent.

A record of each meter, including testing results, must be kept by the reselling owner or operator during use of the water meter plus one year thereafter. When requested by the City, the reselling owner or operator must submit certified copies of the water meter test results and water meter records to the City.

The reselling owner or operator must supply each occupant with a water system adequate to meet the needs of the occupant such as water quality, pressure, Cross-Connection control, and other conditions of service.

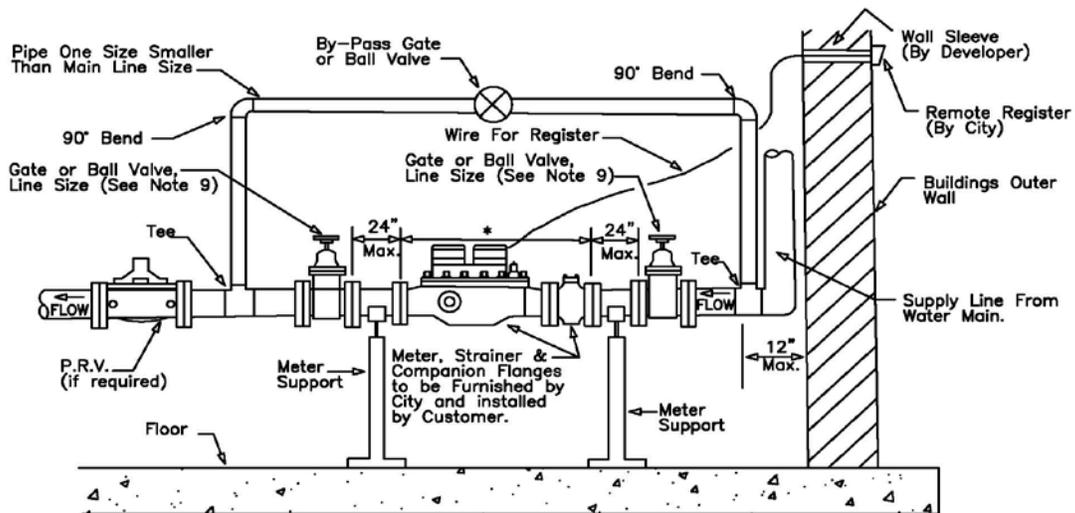
The reselling owner or operator cannot dispute the water meter billing to the account based on the sub-metered volumes.



METER INSTALLATION WITH BY-PASS 2" AND LARGER COMPOUND AND TURBINE METERS

INSTALLATION NOTES:

1. The meter must be installed in an accessible location. Crawl spaces and meter pits are not acceptable.
2. The meter must be installed not more than 2' above the floor, or closer than 1' to any wall or other fixed object.
3. The customer must make provisions for discharge of a large volume of water resulting from meter testing and repairs required.
4. The meter installation will be inspected and approved by City.
5. It is the customer's responsibility to prevent the meter from freezing.
6. Support is required for the meter.
7. Incoming line size must be the same as meter size at least 3' before and after the meter.
8. No taps, PRV's, or backflow prevention devices are to be installed within 2' of meter.
9. Gate valves or ball valves must be installed on both sides of the meter, and on the bypass. Butterfly valves are not acceptable.
10. City to supply and install remote register. Wire for remote register to be furnished by City.



\* 3" Length=24"  
 4" Length=29"  
 6" Length=36"

TYPICAL INSTALLATION SECTION VIEW  
 NOT TO SCALE

DWN BY	LT	DATE	11/2001	ENG.		<b>CITY OF STURGIS ELECTRIC</b> 805 N CENTERVILLE RD., STURGIS, MI 49091		
NO		REVISION		BY	APPD			
						METER INSTALLATION WITH BY-PASS 2" AND LARGER COMPOUND AND TURBINE METERS	DWG#	

## DEFINITIONS

As used in these Utility Service Terms and Conditions:

*Account* – means the billing identity established to receive Utility service at each service location.

*Adequate Sub-grade* – means the site is within three (3) inches of final grade.

*Building Drain*- means that part of the lowest horizontal piping of a drainage system which receives the discharge from wastewater and other drainage pipes inside the walls of a building and conveys it to the building sewer. The building drain shall be deemed to end 5 feet outside the inner face of the building wall.

*Building Sewer* – means the extension from the building drain to the public Sewer or other place of disposal (such as a grinder pump). The Building Sewer shall be deemed to begin 5 feet outside the inner face of the building wall.

*Billing Error* – means an undercharge or overcharge that is caused by an incorrect actual meter read by the City or its representative, an incorrect remote meter read, an incorrect meter constant, an incorrect calculation of the applicable rate, an incorrect connection of the meter by the City or its representative, an incorrect application of the rate or another similar act or omission by the City in determining the amount of a customer's bill. Undercharges or overcharges caused by an estimated meter read, energy theft, a stolen meter, a switched meter by someone other than the City or its representative or a customer read is not a Billing Error.

*Business Days* – means Monday through Friday and excludes holidays and Tuesdays.

*Bypass* – means the intentional diversion of wastewater streams from any portion of an industrial user's treatment facility.

*City* – means the City of Sturgis, 130 North Nottawa Street, Sturgis, Michigan 49091

*Cleanout* – means a vertical wye connection on the Building Sewer for cleaning purposes.

*Closing Bill* – means the last Utility bill generated after the Customer requests a Termination of Utility service.

*Commercial Building* – A term relating to the use of property in connection with the purchase, sale, or trading of goods or service.

*Confined Space* – has limited or restricted means for entry or exist and is not designed for continuous occupancy. Confined spaces include, but are not limited to, tanks, vessels, silos, storage bins, hoppers, vaults, pits, manholes, tunnels, equipment housings, ductwork, pipelines, etc.

*Connection Charge* – means a fee to cover the costs to initiate Utility service.

*Customer* – means any person, firm, association, company or institution which is supplied with Utility service.

*Delinquent Account* – means a bill for Utility service which remains unpaid fifteen (15) days, or more, after the due date.

*Delinquent Payment Agreement* – means a written agreement between a Customer and the City providing payment terms of a Delinquent Account.

*Discontinuance of Service* – means the termination of Utility service not requested by the Customer.

*Domestic Waste* - means wastewater (or liquid or water-carried waste) of human origin generated by personal activities from toilet, kitchen, laundry, or bathing facilities, or by other similar facilities used for normal household or residential dwelling purposes (“sanitary sewage”). Domestic waste shall not include any waste resulting from industrial or commercial processes, including, without limitation, any hazardous or toxic pollutants. Wastes emanating from sources other than residential dwelling units that are to be considered Domestic wastes shall be of the same nature and strength and have the same flow rate characteristics as wastes emanating from residential dwelling units.

*Dwelling Unit* – means a single room, suite or groups of rooms or suites which have individual cooking and kitchen sink facilities designed for or used exclusively for residential purposes.

*Electric Service* – means the delivery of electric power to a Customer.

*Meter* – means a device for measuring and registering Utility usage.

*Month* – means the Utility service period between two (2) successive Meter readings, approximately thirty (30) days apart.

*Non-Domestic Waste* - means any wastewater (or water- or liquid-carried waste or blend) other than segregated Normal Strength Domestic waste.

*Owner*- as applied to property, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or part of such

property. With respect to special assessments, however, the owner shall be considered to be the person who appears on the assessment roll for the purpose of giving notice and billing.

*Person*- means any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, local governmental unit or any other legal entity, or their legal representatives, agents or assigns, whether public, private or non-profit.

*Potable Water* – means a water supply that does not contain contamination or infectious material and is considered satisfactory for drinking.

*POTW Treatment Plant* – means that portion of the POTW designed to provide treatment to wastewater.

*Publicly Owned Treatment Works (POTW)* – means a treatment works as defined by Section 212 of the Act, (33 USC 1291) which is owned in this instance by the city. This definition includes any public sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewer, or other conveyances not connected to a facility providing treatment. For the purposes of this article, the term "POTW" shall also include any public sewers that convey wastewater to the POTW from persons outside the city who are, by contract or agreement with the city, users of the city's POTW.

*Premises* – means an undivided piece of land that is not separated by public roads, streets, or alleys; a building or a part of a building.

*Public Sewer* – means the main public sanitary sewer line owned by the City, that is located under any street or within any public right-of-way or utility easement, and that collects and conveys wastewater from Premises to the POTW Treatment Plant. Public Sewer does not include Building Drains, Building Sewers, or Sewer Laterals, or any portion thereof.

*Residential Equivalent Unit (REU)* - It is the gallons per day average that is used by one residential unit or dwelling. This number is then used to determine the impact of a large metered user on the system.

*Satisfactory Payment* – means payment for Utility service is received by the City prior to the issuance of a notice of discontinuation of Utility service for non-payment.

*Sanitary Sewer* – means a Sewer that carries only domestic or non-domestic waste. Storm water runoff is carried in a separate system.

*Sewer* – means any pipe, tile, tube or conduit for carrying wastewater or drainage water.

*Utility* – means a company that furnishes electric, water, wastewater or other public services.

*Vertical Riser* – means a pipe rising vertically out of the line used to connect house laterals to a deep Sewer. It is constructed in such a way as to allow cleaning by the City.

*Wastewater* - means the liquid and water-carried non-domestic or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

*Wye Branch*– means a local service connection to the Sewer that is made at an angle similar to a “Wye” so that a Sewer cleaning rod will not come into the Sewer at a right angle and penetrate the far side, but will travel down the course of the Sewer.