

CITY OF STURGIS, MICHIGAN

Terms and Conditions
For
Utility Service

Approved by the Sturgis City Commission June 23, 2015

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

TABLE OF CONTENTS

GENERAL

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

ACQUIRING UTILITY SERVICE

10.	Application for Service	3
11.	Choice of Rates	4
12.	Service Deposits	4
13.	Restrictions of Service	5
	a. Outstanding Utility Bills.....	5
	b. Resale of Service	5
	c. Lien and Assessment	5
	d. Adverse Conditions	5
14.	Metering and Billing	5
15.	Metering Testing	6
16.	Payment Methods	6
	a. Methods of Payment	6
	b. Equal Payment Plan.....	7
	c. Automatic Payment Plan	8
	d. Delinquent Payment Plan.....	8
	e. Credit to Customer Accounts	8

TABLE OF CONTENTS (Continued)

ELECTRIC UTILITY	9
General Shutoff Rules	9
Dispute Resolution	9
Metering and Billing	9
Inspection	10
Power Quality	10
Customer Owned Generation.....	10
CONSTRUCTION	11
Service Connection	11
Line Extension Policy	11
Relocation of City’s Facilities at Customer’s Request	11
Temporary Service	12
SANITARY SEWER UTILITY	12
General.....	12
Permits	12
Capacity Fee	13
Number of Services to Residential Property.....	13
Sanitary Sewer Connection Charge Policy.....	13
Rules of construction	15
Joint Construction.....	15
Excavation and Backfill	15
Protection to Work.....	16
Construction of Pits and Manholes.....	16
Construction of Sewers	16
Cast Iron.....	17
Plastics	17
Concrete Work	17
Sewer Connections and Building Sewers.....	17
Stubbing Laterals	17
Notice of Excavation.....	18
Tapping of Vertical Riser	18
Trucked Waste	18
Preventative Maintenance	18
Sewer Regulations	19
Separation of Sewers	19
Prohibited Connection	19
Openings Below Ground Level.....	19
Stoppage of Building Sewers	19
Grease Traps/Interceptors	20

TABLE OF CONTENTS (Continued)

WATER UTILITY 22

 General 22

 Water Supply and Tap Services 22

 Enlarging or Relocating Water Taps and Services 23

 Frozen Water Meters 23

 Use of Shutoff Keys 23

 Lawn Sprinkling Meters 23

 High Bill Adjustments 24

 Water Disconnection and Reconnection 24

 Water Connection Charge Policy 25

 Meter Readings and Billing 26

DEFINITIONS 27

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, 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, 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 "Terms and Conditions for Utility Service" through the municipal ordinance procedure.

4. Application of Rates

These “Terms and Conditions for Utility Service” 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>. Failure of the City to enforce any requirement of these “Terms and Conditions for Utility Service” 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.

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, as from time to time adopted 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 or 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/property 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/property 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 property 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.

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. 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 service due to, but not limited to, the following:

1. The applicant has a prior 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 service locations 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 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 its Premises. No Customer shall be allowed to resell Utility services to others. Furthermore, a Customer shall not extend service from one (1) premise 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 premise with the cost of service included in the rental will not be considered a resale of Utility service.

c. Lien and Assessment

Any delinquent charges 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, as from time to time amended.

d. Adverse Conditions

A charge 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

Utilities furnished by the City to each premise shall be measured by a Meter installed and controlled by the City.

Meters will be read and utilities 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 service location 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 property 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 service for three (3) days or less (from service 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 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 years¹ 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 year² immediately preceding discovery of the error or 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 separate locations.

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

The City of Sturgis implemented a Distribution Technology Automation (DTA) system in 2015. The system includes the ability to read electric and water meters remotely. Customers can Opt Out of the system by signing an Opt Out form with Customer Service and agreeing to pay certain fees as established by the Sturgis City Commission from time to time.

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:

¹ Changed from one year, March 27, 2013

² Changed from two years, June 24, 2014 retroactive to October 1, 2013

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.

On-Line or Telephone: Payments may be made any time online by going to <http://www.sturgismi.gov>. Payments can also be made by telephone by calling (269)659-7254, Monday and Wednesday through Friday, 9:00 a.m. to 5:00 p.m..

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 discontinues 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 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 rules.

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. 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:

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. Furthermore, the City shall not be liable for any loss, injury or damage resulting from any condition, fluctuation or irregularity in the supply of electric service that could have been prevented by the Customer through the use of protective devices and/or procedures.

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.

General Shutoff Rules

The City of Sturgis' procedures for disconnecting electric service are found in its "General Shutoff Rules" as amended from time to time.

Dispute Resolution:

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

Metering and Billing:

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

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 tenant metering.

Common area usage in multiple residences where each unit is individually metered will be separately metered and billed under the appropriate residential rate.

Multiple residences supplied through a single Meter will be billed under the appropriate residential rate. The Account will 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. take the entire service under the appropriate commercial rate.

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 will not inspect a Customer's electrical equipment and in no event shall the City be responsible for that equipment. The City will require an electrical inspection certificate by a duly recognized authority for all temporary and permanent services. The certificate must contain the inspector's name, Customer's name and service address and the date the service was approved.

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

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.

Customer Owned Generation:

A Customer shall not be permitted to operate generation equipment in parallel with the City's electric system without the express written consent of the City.

CONSTRUCTION:

Service Connection:

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.

The Customers inside wiring must be grounded in accordance with the requirements of the National Electric Code and any City and State regulations. Service will not be connected if it is determined that the inside 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's Electric Department, the Customer shall pay all of the additional costs. The City shall install, own, and maintain the service line from the property line to the point of attachment to the Customer's facilities.

Line Extension Policy:

The City of Sturgis Electric Department will upgrade, construct or extend its facilities according to its Line Extension Policy as amended from time to time.

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.

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:

General:

Industrial and commercial water and wastewater Customers shall advise the City when they make in-house alterations which may affect their water usage or discharges to the Sanitary Sewer. These alterations may involve changes in volume and/or contaminants in the wastewater.

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 water or 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, are granted permission by the State Plumbing Inspector to 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 and/or City Building Inspector who are responsible for the integrity of the work within his limits and by the Inspector of the City who is responsible for the integrity of the balance of the work.

No plumbing work shall be started until all county, state and City permits applicable thereto 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.

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.

Number of Services to Residential Property:

No more than one house Sewer service connection may be extended to serve a residence 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.

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 building constructed on vacant land where no known previous structure existed.

Scenario 2 – Existing building not connected to Sanitary Sewer system and building 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, which is currently \$11,250.00, and the responsibility will be on the residential, commercial, or industrial Customer to determine their usage as a Residential Equivalent Unit (REU) for the purposes of monthly billing.

In lieu of determining the REU, residential and commercial 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. Industrial Customers will be required to install an effluent Meter on the sanitary lateral to measure wastewater flow.

Scenario 3 – New building 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, which is currently \$11,250.00, and the responsibility will be on the residential, commercial, or industrial Customer to determine their usage as a Residential Equivalent Unit (REU) for the purposes of monthly billing.

In lieu of determining the REU, residential and commercial 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. Industrial Customers will be required to install an effluent Meter on the sanitary lateral to measure wastewater flow.

Scenario 4 – New building 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 Meter size and the requested Meter size Connection Charge. For example, the difference in water Connection Charges between a 1 inch water Meter in previous building and a two inch water Meter requested for new building is \$2,200.

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

Scenario 6 – Existing building, 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, but no water Connection Charge, 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 buildings on existing site or new building on expanded new site where one building is connected to water system and/or Sanitary Sewer and

owner wants to connect another building to existing water or sanitary service (e.g. mobile home park).

Determination:

The City shall require a separate Sewer lateral to each residential dwelling unit of a duplex and a separate Sewer lateral to each building of a condominium or apartment building.

It is the City's preference to provide a single water service to each residential dwelling, especially if the owner wishes to have a separate Meter. The Sanitary Code requires a single sanitary lateral for each building. Having multiple buildings connected to a single Sewer lateral 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, at a cost.

For Industrial and commercial users ref Chapter 62 of the City Code of Ordinances

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.

Joint Construction:

Water service pipes and house 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.

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

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

Where separate trenches are required a horizontal separation shall be maintained which is in accord with the State plumbing code.

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 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.

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. Paved areas shall be treated with a temporary surfacing or otherwise, as directed by the City 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.

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.

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 water and Sewer Meters, backflow devices, bypasses, etc.

Wastewater Meters will not be installed in locations considered confined spaces or requiring the installer to crawl under buildings. These locations are an extreme hazard to the City's personnel. Additional plumbing required, due to improper location, must be completed by the property owner or his or her plumber at the property owner's expense before the wastewater Meter is installed. Open channel flow metering devices installed on the Sewer line used for wastewater discharge are the exception to the above.

Pits and manholes installed for use in connection with water and house Sewer 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 round cast iron manhole rings and covers of equivalent strength.

Manhole rings and covers shall have clear access openings of not less than 19 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.

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 Terms and Conditions for Utility Service.

All new construction for an individual residence/dwelling/business shall have its own independent Sewer lateral constructed from its own Sewer wye connection at the public sewer.

The Building Sewer shall begin at the 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. The City also requires the installation of a clean-out between the outside building wall or foundation and . Any pipe bends greater than 45 degrees shall require installation of a clean-out extended to the finished grade and easily accessible for maintenance purposes.

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

The Building Sewer shall be carefully laid in a compacted bed of select material and shall be brought to grade by tamping under the pipes as they are laid, all pipe shall be left exposed for purposes of inspection and checking of grade, such exposed piping to be fully protected from injury and disturbance if the work is to be left unattended for any length of time. 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

Cast Iron:

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

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. The City will consider other plastic pipe specifications on an individual basis.

Concrete Work:

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

Sewer Connections and Building Sewers:

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 the Sturgis 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 in no way be held liable for failure to extend any Sewer tap or lateral as outlined above.

Inspection of Sewer Connections:

In addition to assisting the property 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.

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.

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 house Sewer trench shall be excavated until the wye or lateral is found or it has been definitely established that it cannot be found.

Notice of Excavation:

A twenty-four hour notice must be given to the City prior to excavating or connecting to the Public Sewer.

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.

Trucked Waste:

Refer to the SUO Chapter 62 sec 6.1

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.

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 Terms and Conditions and Chapter 62, the latest revision shall apply.

Separation of Sewers:

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.

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.

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).

Stoppage of Building Sewers:

Removal of stoppages and repairs to Building Sewers is the responsibility of the property owner. In the event that trouble is found in the wye connection at the Public Sewer , or in Vertical Risers extending there from, the property 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 property owner in repairing or removing stoppages in Building Sewers or for any expense incurred by the property 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 property owner/renter for Sewer backup in the Public Sewer if the City is not contacted prior to plumber/contractor being called.

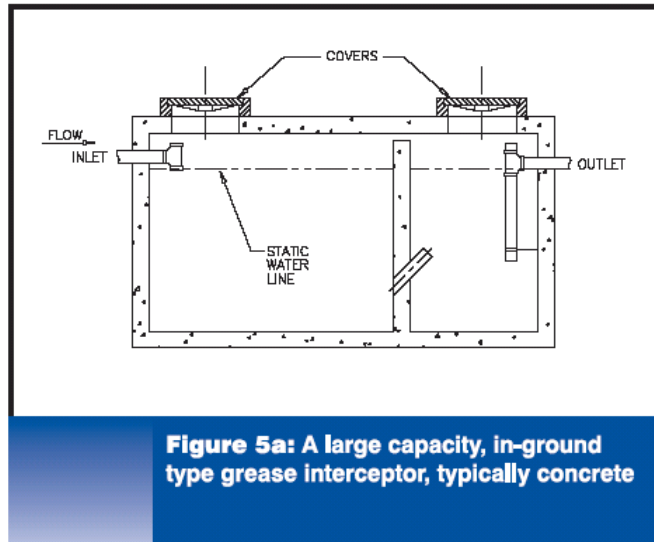
Plumber/contractors are required to contact the City whenever a Customer's Sanitary Sewer lateral is being replaced within two feet of the Public Sewer. The City will then

have a representative present until all work within the concerned area is completed satisfactorily.

Grease Traps/Interceptors:

See Chapter 62 sec 16.8 of Sewer Use Ordinance.

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 the Sewer Use Ordinance.

RECOMMENDED GREASE TRAP SIZING FORMULA

Based on EPA-2 Model

Determine maximum drainage flow from fixtures:

Type of fixture	Flow rate	Amount
restaurant hand sink	15 gpm	
single compartment sink	20 gpm	
double compartment sink	25 gpm	
single mop sink	15 gpm	
double compartment bar sink	15 gpm	
can wash	12 gpm	
triple sink 2 in. drain	35 gpm	
30 gal. dishwasher	15 gpm	
50 gal. dishwasher	25 gpm	
50-100 gal. dishwasher	40 gpm	
B. TOTAL (divided by the number of fixtures)		/ = gpm (per kitchen)

C . Loading Factors

Restaurant type	Fast food-paper delivery	=	.50
Low volume		=	.50
Medium volume		=	.75
High volume		=	1.0

B x C = sub total _____

E. Total X 60 min. = max. Flow for 1 hour _____

F. x 2 hours retention time = volume of trap in gallons _____

Use of Sewers:

Refer to Chapter 62 of the Codified Ordinances.

WATER UTILITY:

GENERAL

All new construction of single family residences, duplexes or multiple unit residences (e.g. apartment complexes) that connect to the City water system, shall have an individual water service to each unit and be individually metered. Prepayment of the Meter and all applicable fees must be paid before a Meter shall be released. Meters will be installed by the property owner or a licensed master plumber and/or the owner's agent in accordance with City specifications.

The City shall have access to all Premises at all reasonable hours to install, inspect, read, repair or remove its 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 Utility service.

Water Meters will not be installed in unheated spaces, crawl spaces, or Meter pits. Meters will not be sold by the City for personal or business use.

Fire hydrant rentals for filling pools are not allowed.

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

WATER SUPPLY AND TAP SERVICES:

Permit applications for water taps and services shall be obtained by the property 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.

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 property owner or their agent. When a property owner installs an approved non-metallic water service pipe type, a 12 gauge solid or stranded tracer wire will be placed next to the pipe from the curb stop to the building.

Installations required during adverse weather conditions (November 1 through March 31st) 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 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.

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. Application Permit shall be obtained by the property 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.

FROZEN WATER METERS

Customers may be charged the actual cost of the water Meter and labor to replace a frozen water Meter, at the City's discretion. It is the responsibility of the Customer to maintain the dwelling in a safe, adequately heated environment to avoid freezing and/or breaking.

USE OF SHUT OFF KEYS

Only City personnel and licensed plumbers are authorized to use curb stop keys or gate keys on any curb stop, gate valve or fire hydrant.

LAWN SPRINKLING METERS

Customers have the option of installing a second Meter on their property for the purpose of lawn and garden water, pool filling and automobile washing. Permit applications for a sprinkling Meter shall be obtained by the property owner, or their agent at the Community Development Department in City Hall, 130 North Nottawa St, Sturgis, MI or at http://www.egovlink.com/public_documents300/sturgis/published_documents/Utility%20Department/WaterConnectionApp.pdf

All applicable fees must be paid prior to the release of the water Meter. Installation of the water Meter is the responsibility of the property owner or owner's agent and installed to City specifications.

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 minimum charges will be billed to the Customer when water consumption is zero.

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 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 premise 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 will not make repeat adjustments to the same Account. Repeat adjustments are an indication that the water pipes are in poor condition and should be repaired or replaced. The City shall make only one adjustment for leakage in 12 billing periods.

WATER DISCONNECTION AND RECONNECTION

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

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 premise at the time of reconnect.

Water service will be discontinued to a property within 48 hours of the City becoming aware of the leak. If the water service to a property is non-metallic and doesn't have a tracer wire or creates a condition which could damage public property and/or be considered a potential hazard, the service will be discontinued immediately after becoming aware of the leak. The City will attempt to contact property owner after water is shut off.

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 building constructed on vacant land where no known previous structure existed.

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

The City shall charge the water Connection Charge based on the water Meter size for building.

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

The City shall charge the water and sanitary Connection Charges, only if the water Meter size is upgraded. The Connection Charges shall be the difference in the Connection Charge between the previous Meter size and the requested Meter size Connection Charge. For example, the difference in water Connection Charges between a 1 inch water Meter in previous building and a two inch water Meter requested for new building is \$2,200.

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

Scenario 5 – Existing building already connected to 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 buildings on existing site or new building on expanded new site where one building is connected to water system and/or Sanitary Sewer and the owner wants to connect another building to existing water or sanitary service. Example, mobile home park.

The City shall require a separate water service and a separate Sewer lateral to each residential dwelling unit of a duplex and a separate water service and separate Sewer lateral to each building of a condominium or apartment building. The City shall charge the water Connection Charge for a based on the water Meter size for building.

No recommendation currently for commercial and industrial buildings.

It is desirable to provide a single water service to each residential dwelling, especially if the owner wishes to have a separate Meter. The Sanitary Code requires a single sanitary lateral for each building. Having multiple buildings connected to a single Sewer lateral can cause problems in the future, if buildings end up being owned by separate entities. For example, Midway Trailer Court. However, we do want to provide property owners with flexibility, at a cost.

METER READINGS 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 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 property ownership changes, the new property owner shall be required to Meter each unit separately, or be billed to the property owner.

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 properties where a single Meter services multiple users, but the actual consumption is not divided by the number of users, the bill shall remain the property 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.

Definitions:

As used in these Terms and Conditions for Utility Service:

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 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.

Business Days – means Monday through Friday and excludes holidays and weekends.

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

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

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.

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.

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.

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.

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 commercial sewage. 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.

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.