

VILLAGE OF CLINTON
UTILITY RULES AND REGULATIONS

EFFECTIVE MARCH 2020

TABLE OF CONTENTS

1.	Definitions.....	1
2.	Interpretation and Enforcement.....	2
3.	Application of Rates.....	2
4.	Choice of Rates.....	2
4.	Resale of Service.....	2
5.	Village Liability.....	2
6.	Disconnecting Service.....	2
7.	Access to Premises.....	3
8.	Selection of Equipment.....	3
9.	Approval of Equipment.....	3
10.	Extra Expense	3
11.	Credits to Customer Accounts.....	3
12.	Meters and Metering.....	4
13.	Meters: Size, Location, Protection.....	4
14.	Meter Reading and Billing.....	4
15.	Meter Testing.....	4
16.	Cumulative Billing.....	5
17.	Charges for Service Work.....	5
18.	Underground on Customer's Premises.....	5
19.	Use of Service.....	5
20.	Cogeneration.....	5
21.	Limitation of Service.....	9

22.	Apartments and Multiple Dwellings.....	9
23.	Combined Res and Commercial Service...	10
24.	Overhead Extension Policy.....	10
25.	Overhead Service Connections.....	10
26.	Underground Service Connections.....	11
27.	Temporary Services.....	13
28.	Transformers on Customer's Premises.....	13
29.	Meter Installation - Meter Wiring.....	14
30.	Load Balance and Use of Service.....	14
31.	Inspection of Electric Wiring.....	14
	Appendix A. Utility Shutoff Policy.....	16
	Appendix B. Utility Lien Waiver Program.....	27
	Appendix C. Sanitary Sewer Backup Policy.....	29
	Appendix D. Water Leak Charge Policy.....	32

DEFINITIONS

The following technical terms and abbreviations are found in the "Rules, Regulations and Rates":

Hertz (Hz) - Unit of frequency in cycles per second.

Kilovar-hour (kVARh) - Unit of reactive energy equal to one kilovar used for one hour.

Kilovolt-ampere (kVA) - Unit of apparent electric power in thousand volt amperes.

Kilowatt (kW) - Unit of electric power in thousand watts.

Kilowatt-hour (kWh) - Unit of electric energy equal to one kilowatt used for one hour.

Lumen - Unit of light intensity equal to the illumination of one foot candle over an area of one square foot.

Power Factor - Ratio of kilowatts to kilovolt-amperes.

Primary Voltage - Nominal electric distribution voltage.

Secondary Voltage - Nominal electric service voltage.

The following definitions are for words found in the "Rules, Regulations and Rates":

Cogeneration - A small power production facility interconnected with an electric utility system.

Customer - Any person, company or institution which is supplied with a service by a utility.

Meter - A device for measuring and registering a quantity over a period of time.

Premises - A parcel of land and the buildings upon it.

Utility - A company which furnishes electric, water, wastewater or other public services.

Village Manager - The Village Manager of the Village of Clinton, Michigan.

Village - The Village of Clinton, Michigan.

1. INTERPRETATION AND ENFORCEMENT

The Village Manager shall be responsible for the interpretation and enforcement of these Rules and Regulations.

2. APPLICATION OF RATES

Copies of these Rules, Regulations and Rates are available at the Village offices at 119 E. Michigan Street, Clinton, for public inspection. All rates are based upon the furnishing of each class of customer service at a single point, from which point the total requirements of each separate premises of the customer will be supplied unless otherwise agreed upon by the Village. In no case may service be shared with another or transmitted off the premises to which it is delivered. Service taken at different premises shall be separately measured and billed.

3. CHOICE OF RATES

In some cases the customer is eligible to take service under any one of two or more rates. Upon request, the Village will advise the customer in the selection of the rate which will produce the lowest cost of service based upon the information at hand, but the responsibility for the selection of the rate lies with the customer. The Village shall not be held liable for the choice of rates. It is the responsibility of the customer to promptly notify the Village of any change in the use of service which will affect the basic rate applicable to such use. No refund will be made of the difference in charges under different rates applicable to the same class of service.

4. RESALE OF SERVICE

No customer shall resell their service to others. The renting of premises, with the cost of service included in the rental as an incident of tenancy, will not be considered a resale of such services as defined herein.

5. VILLAGE LIABILITY

Electric services are subject to shutdowns, variations, and interruptions necessitated by improvements, repairs and/or operation of the system. Whenever possible, notice of intent to temporarily discontinue service will be given to the customer. The Village shall not be liable for loss or damage because of temporary interruption in service or because of inadequate or excessive quantity or quality.

6. DISCONNECTING SERVICE

Refer to Appendix A, Utility Shutoff Policy.

7. ACCESS TO PREMISES

The Village's authorized agents shall have access to all premises at all reasonable hours to install, inspect, read, repair or remove its meters and other property and/or to inspect wiring, appliances, fixtures, water shut-off valves, or any other devices that are in any way connected with the Village's Electric, Water or Sewer Systems. It is the property owner's responsibility to install a front gate(s) at locations determined by the Village to allow proper access at the front of the property for Village personnel to read and maintain the utility meters. The property owner is also responsible to provide proper access at locations and sizes determined by Village for maintenance of overhead and underground utilities.

8. SELECTION OF EQUIPMENT

Before purchasing equipment for use in connection with the municipal electric system, the customer should secure from the Village the characteristics of the service available (i.e. service voltage, etc.) for such use and should acquaint themselves with the rules and regulations governing the use and installation of such equipment.

9. APPROVAL OF EQUIPMENT

The Village reserves the right to approve or disapprove for use in connection with the Electric system, any wiring, equipment, appliances, fixtures, 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 all service until compliance is completed.

10. EXTRA EXPENSE DUE TO OVERTIME AND ADVERSE CONDITIONS

A charge will be made when extraordinary expense is incurred by the Village in performing customer services due to overtime rate for other than regular working hours, or due to unfavorable weather conditions or snow and ice accumulations, and for other similar reasons.

11. CREDITS TO CUSTOMER ACCOUNTS

Whenever a credit is applied to any account it will be made on the basis of the net billing. No refund will be made to any account after six (6) months following discontinuance of service. No credit or refund will be made in a net amount of less than \$2.00. No credit will be allowed unless all Village requirements have been adhered to and the property of such a credit or refund is supported by a clear record.

Any incorrect billing or collection that resulted in an over payment or under payment will be credited or charged for up to a maximum of six (6) months.

12. METERS AND METERING

The Village will supply its customers with electric meters.

13. METERS: SIZE, LOCATION, PROTECTION

All meters and metering equipment used in regular service shall be owned and maintained by the Village who will determine, given proper information, the size, type, location, and suitability of equipment. The customer shall provide, as directed by and free of expense to the Village, close to the point of service entrance, a suitable space for the installation of the Village's metering equipment and shall at all times keep the area about, over and under this equipment free and clear so that easy access may be had by authorized persons. The customer shall protect the Village's metering equipment from damage and shall permit no person other than an agent of the Village or a person authorized by the Village to remove, inspect, or tamper with the same. Should the metering equipment become damaged or destroyed through neglect of the customer, all costs of repair or replacement shall be charged to and payable by the customer.

14. METER READING AND BILLING

Meters will typically be read monthly. However, the Village may estimate bills periodically. Bills will be rendered monthly as nearly as possible.

For the purpose of computing all bills rendered for utility service, the period between regular meter readings or estimates shall be deemed a month.

For meters installed between a regular reading period and through the last day of the month following, billing will be figured from the installation date to the next regular reading as being for a full month of service.

Whenever a meter reading is unavailable, the customer shall pay an estimated amount for the service furnished during the billing period. This amount is to be based either upon the results of a test, upon the use of service during a similar period, upon both these methods, or by other known factors, as determined by the Village.

If the duration of any meter error is not known, it shall be assumed to have existed for a period of half the time between the discovery of the error and the latest preceding meter test but not for a period of more than six (6) months, and bills shall be recomputed on this basis.

15. METER TESTING

The Village tests its meters at intervals for the mutual protection of the customer and the Village. The Village will also test any meter upon request of the customer, provided a fee of \$10.00 may be charged for a customer requesting meter tests more frequently than once every five years and if the meter error is less than 4 percent.

16. CUMULATIVE BILLING

The Village will not allow cumulative billing.

17. CHARGES FOR SERVICE WORK

- A. Service call during normal working hours: \$35.00 per hour.
- B. After hours service call charge for no lights (if on customer side of meter) electric meter sets, etc.: \$75.00
- C. The Village may charge a \$20.00 service fee when it requires more than one trip to specially read or set a meter, or service a rental outdoor light.

18. UNDERGROUND FACILITIES ON CUSTOMER'S PREMISES

The owner, developer or customer requesting underground utility service shall provide adequate subgrade (within 3" of final grade) prior to the installation of all underground utilities. Permanent survey markers indicating property lines should be installed and maintained by the customer. Any subsequent rebuilding or relocation required due to the change in grade or other alterations shall be done at the customer's expense.

19. USE OF SERVICE

Service may be taken from the Village of Clinton electric system as long as all applicable Ordinances of the Village of Clinton, The National Electric Code, and all Rules and Regulations of the Village are fully complied with.

Elsewhere in this schedule will be found rules governing metering, meter location, meter protection, access to customer's premises, approval of customer use equipment, rules prohibiting the resale of electric service, rules governing service to mixed loads and service to properties of mixed occupancy.

There will also be found rules to cover service connections, service extension policies, prohibition of the use of low power factor devices and equipment which may cause disturbance of service to others, limitations of the use of electric welders and water heaters, and rules governing the size, type, voltage and connection of electric motors.

20. COGENERATION

To avoid potential problems associated with having cogenerators connected to the Village electric system, certain protective devices will be required which will provide protection.

- A. Induction generators of all ratings, and synchronous generators rated 100 KW or less.
 - 1. In order to overcome the potential problems of reclosing on a generator that is out of phase which would expose the cogenerator's equipment to possible

damage and the Village's system to voltage and frequency fluctuations during periods when the power source is interrupted, the following is recommended and any or all may be required by the Village:

- a. The following equipment shall be installed at the cogenerator's generator at the cogenerator's expense:
 1. Electrically operated circuit breaker (52G) on the generator circuit with the appropriate rating and opening time to coordinate with the Village's system.
 2. Gang operated disconnect switch with fuses.
 3. Over/under voltage relay (Devices 27/59) with timing characteristics to coordinate with the Village's system requirements. The relays will trip the electrically operated circuit breaker for abnormal voltage conditions.
 4. Over and under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the Village's system. The relays will trip the electrically operated circuit breaker for abnormal frequency conditions.
 5. Two (2) service entrance watt-hour demand meters with detents. One (1) would meter power flow into the customer and one (1) would meter power flow out of the customer.
 6. Required protective devices for the cogeneration equipment.
- b. The Village would adjust the distribution circuit reclosing delay time to coordinate with the customer relaying.

2. The rating and operation mode of the induction generator can greatly affect the system power factor. Depending on the rating of the generator, power factor correction capacitors could be required. Alternately, the billing rate could include provisions for metering and billing for reactive power flow or for power factor outside an acceptable range. The billing method would be preferred in most cases in that power factor correction capacitors could cause operational problems.

B. Synchronous Generator Rated 100 KW to 1000 KW

1. In order to overcome the potential problems of: 1) having the synchronous generator feed a Village system fault thus causing excessive damage to the Village's system and the cogenerator's system; 2) flowing power into the Village system unless contracted for; 3) exposing the Village system to voltage and frequency fluctuations during periods when the power source is interrupted;

and 4) ensuring the distribution circuit is deenergized when the Village source breaker is open, the following is recommended and any or all may be required by the Village:

- a. The following equipment shall be installed within the cogenerator's system at the cogenerator's expense:
 1. Electrically operated circuit breaker (52G) on the generator circuit with the appropriate rating and opening time to coordinate with the Village system.
 2. Transformer Delta-Wye connected.
 3. Gang operated disconnect switch with fuses.
 4. Ground detector on Village side of transformer.
 5. Directional overcurrent relays (three Device 67V) for detecting faults on the Village system and tripping the generator breaker (52G).
 6. Reverse power relay (Device 32) for detecting power flow into the Village system. Relay set to trip generator breaker (52G). Relay would be set depending on the contract between the Village and the cogenerator for amount of power sales.
 7. Over and under voltage relay (Devices 27/59) with timing characteristics to coordinate with the Village system requirements. The relays will trip the generator circuit breaker (52G) for abnormal voltage conditions.
 8. Over and under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the Village system. The relays will trip the generator breaker (52G) for abnormal frequency conditions.
 9. Two (2) service entrance watt-hour demand meters with detents. One (1) would meter power flow into the customer and one (1) would meter power flow out of the customer.
 10. Required protective devices for the cogeneration equipment.
 11. Synchronizing equipment consisting of incoming and running voltmeters, lights and synchroscope.
- b. Depending on the load on the distribution feeder and setting of the reverse power relay, a transfer trip transmitter and receiver may be

required to ensure deenergizing of the distribution circuit when the Village substation breaker is opened.

- c. If the distribution circuit source breaker has an automatic reclose mode, the reclose time delay may have to be adjusted and a synchronism check relay system and voltage verification system may have to be installed at the Village source breaker.

C. Synchronous generator or multiple synchronous generators rated over 1000 KW.

- 1. In order to overcome the potential problems of: 1) having the synchronous generator feed a Village system fault thus causing excessive damage to the Village system and the cogenerator's system; 2) flowing power into the Village system unless contracted for; 3) exposing the Village system to voltage and frequency fluctuations during periods when the power source is interrupted; 4) ensuring the distribution circuit is deenergized when the Village source breaker is open; and 5) providing adequate protection for the supply transformer, the following is recommended and any or all may be required by the Village:

- a. The following equipment shall be installed within the cogenerator's system at the cogenerator's expense:

- 1. Electrically operated circuit breaker on the incoming circuit with the appropriate rating and opening time to coordinate with the Village system.
- 2. Transformer Delta-Wye connected.
- 3. Gang operated disconnect switch.
- 4. Ground detector on Village side of transformer.
- 5. Directional overcurrent relays (three Device 67V) for detecting faults on the Village system and tripping incoming breaker.
- 6. Reverse power relay (Device 32) for detecting power flow into the Village system. Relays set to trip incoming breaker. The relay would be set depending on the contract between the Village and the cogenerator for amount of power sales.
- 7. Over and under voltage relay (Devices 27/59) with timing characteristics to coordinate with the Village system requirements. The relays will trip the incoming circuit breaker for abnormal voltage conditions.
- 8. Over and under frequency relays (Devices 81/OF and 81/UF) with timing characteristics to coordinate with the Village

system. The relays will trip the incoming breaker for abnormal frequency conditions.

9. Phase time overcurrent relays (three Device 50/51) with instantaneous on the line side of the incoming breaker. The relays will trip the incoming breaker. Relays to provide transformer protection and Village coordination.
 10. Ground fault relay (one Device 51N) on the line side of the incoming breaker.
 11. Two (2) service entrance watt-hour demand meters with detents. One (1) would meter power flow into the customer and one (1) would meter power flow out of the customer.
 12. Required protective devices for the cogeneration equipment.
 13. Synchronizing equipment consisting of incoming and running voltmeters, lights, and synchroscope.
- b. Depending on the load on the distribution feeder and setting of the reverse power relay, a transfer trip transmitter and receiver may be required to ensure deenergizing of the distribution circuit when the Village substation breaker is opened.
 - c. If the distribution circuit source breaker has an automatic reclose mode, the reclose time delay may have to be adjusted and a synchronism check relay system and voltage verification system may have to be installed at the Village source breaker.

Single line diagrams are available from the Village offices by request.

21. LIMITATION OF SERVICE

The Village reserves the right to determine its ability to serve any loads which may be offered for connection to the system. Each application which may require the installation of additional lines and transformers or the enlargement of existing lines and transformers, or which involves the connection of out-of-the-ordinary use devices, will be a matter for special consideration.

22. APARTMENT BUILDINGS AND MULTIPLE DWELLINGS

When service is supplied through a single meter to a building containing more than one (1) apartment, the customer has the option of being billed under either Residential Service Rate or Commercial Rate. Not more than one (1) choice in rate will be permitted, within any 12 month period.

When a customer elects to be billed under the Residential Rate, the "charge per customer per month" or "minimum charge" will be multiplied by the number of apartments served through one (1) meter.

To determine the number of apartments served through one (1) meter, only those rooms, suites or groups of rooms having individual cooking and kitchen sink accommodations within the unit shall be counted as an apartment.

23. COMBINED RESIDENTIAL AND COMMERCIAL SERVICE

When energy is supplied to a combined residential and non-residential customer, the wiring may be so arranged that the residential usage can be metered separately from the non-residential use.

Service supplied through a single meter will be billed on the residential rate if it can be determined that more than half of the monthly KWH used is residential. This determination will be made by the Village Manager.

If it is unable to be determined by the Village staff to the Village Manager's satisfaction what portion of usage is residential by the KWH use, then if more than 50% of the square footage is attributable to residential use the rate will be residential. If more than 50% of the square footage is attributable to commercial use, the rate will be commercial.

24. OVERHEAD EXTENSION POLICY

When application is made for electric service which requires the extension of the Village's existing distribution lines, the Village will make such extensions at its own expense when the estimated annual revenue, probable stability of the business and prospective load growth will reasonably warrant the capital expenditure required.

25. OVERHEAD SERVICE CONNECTIONS

Where suitable supply is available, the Village will install one span of overhead service wires from its distribution lines to a selected point of attachment on the customer's premises. The Village shall select the location of this point of attachment. Should it become necessary, for any cause beyond the Village's control, to change the location of this point of attachment all costs of any changes required in the customer's service entrance wiring made necessary thereby shall be borne by the customer.

The selected point of attachment for the service wires to the customer's premises shall be such that adequate ground clearances suitable to the use and need of the area crossed over may be maintained and meet proper requirements.

Where the height and design of the building or facility to be served is such that the above stated condition cannot be met, or in the event there is no permanent building, the customer shall provide and continuously maintain at their expense a suitable extension, frame or mast, or a

properly guyed, butt-treated line pole with a top diameter of not less than six (6) inches and a total length of not less than 25 feet, for the attachment of the service wires, all of which shall meet the approval of the Village.

Service runs shall be as short as practicable and terminated with the connection wires extending at least thirty-six (36) inches beyond the service cap or last point of support. When on a building, such terminals shall be carefully located so as to provide adequate clearance of the service drops and connections from windows, shutters, awnings, eaves troughs, downspouts, vent pipes, radio aerials, lightning rods, chimneys and similar appurtenances of the structure.

26. UNDERGROUND SERVICE CONNECTIONS

A. At Secondary Voltages

The Village, at its option, may direct the owner to install and be responsible for construction of its own underground secondary service from the customer's service to the Village's secondary voltage connections.

If the service is provided by the Village, an appropriate charge shall be made to the owner to cover the difference between the cost of overhead and underground for services and/or distribution as may be determined from time to time by the Village. A flat charge for a pole riser may also be made to defer the cost of riser construction.

Underground services shall be direct buried if constructed of approved underground cable, or they shall be installed in approved underground conduit or duct, as directed by the Village. All underground services shall be effectively protected from mechanical damage for the entire length. All exposed conduits shall be rigid or intermediate steel conduit; no EMT or plastic will be allowed.

Meter locations shall be provided on the customer's premises as directed by the Village. Customer's meters are not allowed to be located on Village poles unless by special permission.

B. At Primary Voltages

1. **Large Industrial and Large Commercial Customers**

All costs of installing and continuously maintaining the underground service from the customer's service to and including the cable terminations at the Village's end of the underground service or metering point will be the responsibility of the owner. The material and method of construction should meet the specifications of the Village, to facilitate maintenance by the Village if requested.

2. **Residential, Commercial, and Industrial Customers**

Installing and maintaining underground primary services from the Village's overhead lines to and including the transformer shall be the responsibility of the Village. A charge shall be made to the owner to cover the difference between overhead and underground service and/or distribution construction as is determined from time to time by the Village. A flat charge for a pole riser may also be made to defer the cost of riser construction.

C. Contributions for Construction

1. **Primary Underground Residential Electric**

This is for all residential projects for new and existing structures. Shall be charged at a rate of \$9.00 per trench foot and will constitute an in-aid-of-construction fee representing the difference in cost between overhead and underground. The Village is not responsible for final landscaping. The Village reserves the right to charge higher rates if they incur other than routine obstructions or any frozen ground. These rates are subject to change with or without notice based on the cost of acquiring material, and the labor and equipment cost for installation.

2. **Secondary Underground Residential Electric**

This is for all residential projects for new and existing structures. Shall be charged at a rate of \$9.00 per trench foot and will constitute an in-aid-of-construction fee representing the difference in cost between overhead and underground. The Village is not responsible for final landscaping. The Village reserves the right to charge higher rates if they incur other than routine obstructions or any frozen ground. These rates are subject to change with or without notice based on the cost of acquiring material, and the labor and equipment cost for installation.

3. **Underground Commercial and Industrial Electric Distribution and Service at Primary Voltages**

Shall be charged at a rate of \$9.00 per trench foot, \$14.75 per KVA for Village provided transformer capacity, the cost of conduit if required, and constitute an in-aid-of-construction fee representing the difference in cost between overhead and underground. The Village is not responsible for final landscaping. These rates are subject to change with or without notice based on the cost of acquiring material, and the labor and equipment cost for installation.

4. **Underground Commercial and Industrial Electric Service at Secondary Voltages**

When installed by the Village shall be charged at a rate of \$9.00 per trench foot, and the cost of conduit if required, constituting the difference in cost between overhead and underground service. However, the Village can require the

customer to provide the secondary conductor and installation up to and including the secondary connectors at the transformer. The Village is not responsible for final landscaping. These rates are subject to change with or without notice based on the cost of acquiring material, and the labor and equipment cost for installation.

If load warrants use of cable larger than that normally stocked by the Village, the customer may be required to install services up to and including the connections at the transformer, to the approval of the Village. The service then becomes the responsibility of the Village to maintain.

27. TEMPORARY SERVICES

Customers desiring lighting and/or secondary power service for a short time only, such as for construction jobs, traveling shows, outdoor or indoor entertainments or exhibitions, etc., which service requires the installation of a temporary line extension and/or service connections, additional transformers, meters, or other facilities of a temporary nature, shall pay the cost of installing and removing all of the facilities necessary to supply such service and, in addition, the charge per customer per month provided for in the Commercial Rate.

The customer may be required to deposit with the Village an amount to cover the estimated cost of installing and removing the necessary facilities plus the estimated cost of service under the terms of the rate set forth above. Meters may be read daily and the deposit modified as the energy used may justify such modification.

Temporary terminal poles and service equipment shall be installed by the customer for temporary services and be not less than 25 feet total length, 6 inch top diameter, butt-treated and shall be properly guyed.

The actual location of the temporary service shall be determined by the Village.

28. TRANSFORMERS ON COMMERCIAL AND INDUSTRIAL CUSTOMER'S PREMISES

A. Transformers on Customer's Premises

Where service requirements can best be met by the installation of the Village's transformers on the customer's premises, such installations will be made in accordance with the best practice for such work.

Ground slab or vault installations will be made by mutual agreement, with the customer paying for the ground slab or vault and the protective enclosing fence in the case of ground slab installation. All ground slabs, vaults and enclosing fence must meet specifications by inspection authorized and as directed by the Village.

B. Fenced Transformer Enclosures

All customers who, when approved by the Village, require a fenced transformer enclosure shall be provided the sketch on the previous page showing the size and clearances required. The fence and pad will be supplied by the customer to these specifications at their cost.

Because of the investment required by the customer, the per KW capacity charge for underground services which is normally charged for a pad mount transformer installation will be waived.

29. METER INSTALLATION - METER WIRING

Meter sockets, service meters, demand meters, metering transformers and metering transformer cabinets will all be furnished and maintained by the Village.

All conduit for metering purposes and all supports for metering equipment shall be installed by the customer at the expense of the customer.

Electric service meters shall be so located that their registers will not be less than 4-1/2 feet nor more than 6 feet from the floor or grade.

When more than one (1) service entrance switch and/or more than one (1) meter is located on the same premises, each such switch and meter shall be plainly marked to show the type of service that it supplies and the apartment or other portion of the customer service that it controls.

30. LOAD BALANCE AND USE OF SERVICE

All wiring shall be so installed that adequate balance may be had on the several phases of the customer's multi-phase circuits and on the legs of all single phase three wire circuits. No single phase three wire installations shall be made with less than two (2) branch circuits radiating therefrom. The customer shall arrange its circuits and operations so as to avoid a fifteen percent (15%) current unbalance between the high and low phases. The customer shall use the service so as not to disturb or to interfere with the Village's service to its other customers. Electrically operated devices which could cause objectionable operating conditions on the Village's system, as determined by the Village, shall not be attached without consent of the Village.

31. INSPECTION OF ELECTRIC WIRING

The Electrical Code, currently in effect, requires that all electrical wiring be installed in accord with the requirements of the National Electrical Code. It also charges the Electrical Inspector with the responsibility of inspecting all electrical wiring so installed.

Anything contained in these Rules, Regulations and Rates in regard to electric wiring is deemed to be cooperative with, and accessory to, any Ordinance or Code affecting that area involved.

Electrical Contractors and Wiremen should become familiar with the several classes of electrical service supplied by the Village and with the restrictions and limitations under which each class of service is supplied to the user so that in the carrying out of their work they will arrange customer's wiring and so connect the customer's use devices that not only will the customer be able to obtain the most favorable electric service rate that is available to them but will be able to use their equipment in an efficient manner and with a minimum of disturbance to their source of supply and to others who receive service from the same source.

Before any electric service entrance is installed or remodeled, permission shall be obtained from the Village and the Electrical Inspector. Application for such permission shall include full and complete information, including at least the name of the owner, name of tenant, location of the property and a list of electrical devices to be supplied by the service.

The general design and arrangement, the location and grouping of the entrance switches and meters, the routing of the service entrance run, and the point of contact with the service drops are all subject to the direction of the Village and the Electrical Inspector who, jointly with the wireman, will be responsible for the arrangement and character of work.

APPENDIX A.

UTILITY SHUTOFF POLICY

Section 1. Definitions. As used in this Rule:

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

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

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

- A. A service deposit of \$250 for all Village residential customers, and a \$400 for all Township residential customers, that do not own their own home or pay Village property taxes.
- B. A service deposit for all commercial customers that do not own their own building or pay Village property taxes. The deposit shall equal two-times the monthly average of the previous tenant if the usages are expected to be comparable. However, a greater or smaller deposit may be required at the sole discretion of the Village depending on the estimated usage of the customer.
- C. The Village may require a service deposit or an additional service deposit for any Village customer based on account history, that is issued a shut off notice, or has their service disconnected.
- D. The Village will require a service deposit or an additional service deposit for any Village customer that writes a closed account or non sufficient funds (NSF) check and does not pay the full amount due within the notice period provided.
- E. In cases of bankruptcies, deposits will be credited to any outstanding account balances as of the court file date. New deposits will be required for post-petition balances according to the above and in conformance with Bankruptcy laws.

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

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

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

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

- A. The energy assistance telephone line number at the Michigan Department of Human Services or an operable 2-1-1 system telephone number.
- B. Medical Emergency and Critical Care protections provided in these rules.
- C. Military shutoff protections pursuant to MCL 460.9 C
- D. Low income protections provided in these Rules.
- E. Senior citizen protections provided in these Rules.

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

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

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

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

- A. The customer has not paid a delinquent account that accrued within the last six (6) years.
- B. The customer has failed to provide a deposit or guarantee as required.
- C. The customer has engaged in unauthorized use of the utility's service.
- D. The customer has failed to comply with the terms and conditions of a Payment Plan, a Winter Protection Payment Plan, or a Critical Care Customer and Medical Emergency Agreement, in accordance with these rules.
- E. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
- F. The customer misrepresented his or her identity for the purpose of obtaining service or put service in another person's name without permission of the other person.
- G. The customer has violated any rules of Village so as to adversely affect the safety of the customer or other persons or the integrity of the system.
- H. A person living in the customer's residence meets both of the following:
 - i. Has a delinquent account for service with Village within the past three (3) years that remains unpaid.
 - ii. The customer lived in the person's residence when all or part of the debt was incurred. Village may transfer a prorated amount of the debt to the customer's account, based upon the length of time the customer resided at the person's residence. This subdivision does not apply if the customer was a minor while living in the person's residence.
- I. Where service has been paid for in the past by someone other than the occupant, the Village may shutoff or terminate service where any of the following circumstances are present:
 - i. If the customer supplies a written, notarized statement that the premises are unoccupied;
 - ii. If the premises are occupied and the occupant agrees, in writing, to the shutoff of service;
 - iii. If it is not feasible to provide service to the occupant as a customer without a major revision of existing distribution facilities; or,
 - iv. If it is feasible to provide service to the occupant as a customer without a major revision of existing distribution facilities and the occupant refuses to put the account in their name.

- J. The customer paid with a non-sufficient funds check or with a check from a closed account to avoid a previously noticed shutoff.

Section 11. Late Penalties. All utility bills must be paid by their specified due date or a penalty will be assessed to the outstanding balance. The penalty will be 10 percent each for water and sewer, and 4 percent for electric. A \$30 charge will be assessed with each non-sufficient funds or closed account check.

Section 12. Waiving Utility Charges. In limited situations approved by both the Village Manager and Treasurer, some of the utility late penalties, disconnection fees, or the balance of uncollectible utility bills may be waived in whole or in part in the following situations:

- A. When a customer moves out, the last payment or deposit covers most of the utility bill, and the Village is not able to collect the outstanding balance without going to court.
- B. When a renter moves out without paying the outstanding balance, the deposit does not cover the outstanding balance, the Village is not able to collect the outstanding balance without going to court, and the landlord pays the balance of the bill but requests the Notice Fee and/or the Reconnection Fee waived.

Section 13. Payment Plan. Special payment arrangements will only be made if the customer is issued the First Shutoff Notice, completes the Village's Payment Plan and the Village executes the agreement. Special payment arrangements will typically be for only an additional fifteen (15) days. Under special circumstances, the Village Manager will use his/her discretion and may allow a utility customer up to 90 days to pay off arrearages. The customer must pay an agreed upon sum per month or the actual monthly usage, whichever is greater, and an agreed upon sum per month for arrearages.

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

If the customer has agreed to make a payment within fifteen (15) days of the date of the Payment Plan or Winter Protection Payment Plan and fails to make that payment, the customer's electric service will be disconnected on the business day following the date of non-compliance, but not before the end of a ten-(10) day notice period. If the customer fails to make a scheduled payment that is more than fifteen (15) days past the date of the Payment Plan, the Village will issue the First and Second Shutoff Notices

Section 14. First Shutoff Notice. The First Shutoff Notice will be issued after a

utility customer is either one month in arrears if they do not own the property, or two months in arrears if they own the property. If the customer receives a First Shutoff Notice the Village can thereafter issue the First Shutoff Notices after the customer is one month in arrears. The First Shutoff Notice will be mailed by first class mail to the customer's billing address. The customer will be given five (5) days to pay the bill in full or enter into a Payment Plan.

Section 15. Second Shutoff Notice. If the customer does not abide by the First Shutoff Notice, a \$30.00 penalty will be assessed and the Village will attempt to hand deliver a Second Shutoff Notice or will post the Second Shutoff Notice on or near one of the customer's doors. The Second Shutoff Notice will provide the customer five (5) days to pay the bill and additional penalties in full or have the electric service disconnected. If the customer is renting, the Village will endeavor to mail the Second Shutoff Notice to the owner of record.

Section 16. Shutoff Notices. The following Required Information, Time Lines, Delivery Methods, and Subsequent Notices will be utilized:

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

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

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

- i. The name and address of the customer, and the address at which service is provided, if different.
- ii. A clear and concise statement of the reason for the proposed shutoff of service.
- iii. The date on or after which service may be shut off unless the customer takes appropriate action.
- iv. The customer has the right to enter into a payment plan.
- v. The telephone number and address where the customer may make inquiry or file a complaint.
- vi. Shutoff may be postponed if it can be documented that there is a certified Medical Emergency at the customer's residence.

vii. Shutoff may be postponed during the heating season if the customer is an eligible low-income customer that enters into a winter protection payment plan and provides documentation that they are actively seeking emergency assistance from an energy assistance program.

viii. The phone number for Central Michigan United Way 211.

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

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

i. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail. The Village must include its local telephone number that may be used to contact a representative regarding restoration of service.

ii. Mail shutoff notice by first-class mail.

iii. Village staff attempt to make contact with customer at their premises.

iv. Post a Shutoff Notice on the customer's premises.

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

F. One Month Shutoff. If a customer receives a Shutoff Notice, or issues a Non-sufficient Funds or Closed Account Check, the Village can thereafter issue Shutoff Notices after the customer is one month in arrears.

Section 17. Shutoff Day and Time. Shut off shall occur only between the hours of 8 a.m. and 1:30 p.m.. Service shall not be shut off on a day, or a day immediately preceding a day, when the Village is not open for normal business.

Section 18. Notice Posted At Shutoff. At least two hours before the close of the Village's business on the day service is shut off, a notice shall be left at the customer's residence stating that service has been shut off and providing the address and telephone number where the customer may arrange to have service restored.

Section 19. Restoration of Service. Once the service is disconnected, it will not

be reconnected until the bill and all penalties and fees are paid in full. Reasonable efforts shall be made to restore service on the day the customer requests restoration. Except for reasons beyond the control of Village, the service shall be restored not later than the first working day after the customer's request.

The customer will be charged a \$75.00 reconnection fee when the utility service is reconnected during regular business hours before 3:00 P.M. and \$175.00 after 3:00 P.M. and after regular business hours. All connections must be done during day light. The customer must have a responsible individual present at the premises when the electric/water service is reconnected.

Section 20. Eligible Senior Citizen Shutoff Notice. In addition to meeting other notice and shutoff provisions of these rules, if an Eligible Senior Citizen Customer is shutoff, the Village will attempt to contact the Eligible Senior Citizen Customer by one of the following means no later than three (3) business days after shutting off service:

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

Section 21. COOLING SEASON SHUTOFFS. If the temperature forecast for the current day or the following day is 95 degrees or greater, eligible senior citizen customers will not be disconnected on the current day.

Section 22. HEATING SEASON SHUTOFFS. The Village shall not shut off service to an Eligible Senior Citizen Customer or Eligible Low Income Customer during the heating season for nonpayment of an account if:

- A. The Eligible Senior Citizen Customer, as defined under Section 1D of this policy, demonstrates that:
 - i. They are an Eligible Senior Citizen Customer; and
 - ii. They live at the address as their primary residence.
- B. The Eligible Low Income Customer, as defined under Section 1 C of this policy, demonstrates that:

- i. They are an Eligible Low Income Customer; and
 - ii. They live at the address as their primary residence.
 - iii. Provide a state drivers license or state identification that shows the address of the residence.
 - iv. Has the lease agreement, mortgage, title or tax bill in their or their partner's name.
 - v. Has the utility bill in their or their partner's name.
- C. The customer is an Eligible Senior Citizen Customer;
- D. If an Eligible Low Income Customer enters into a winter protection payment plan to pay the Village a monthly amount equal to 7 percent of the customer's estimated annual bill; or the Eligible Low Income Customer and the Village mutually agree upon a Winter Protection Payment Plan with different terms and the eligible low income customer demonstrates, within 14 days of requesting shutoff protection, that he or she has applied for state or federal heating assistance.

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

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

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

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

- A. That the customer has defaulted on the Winter Protection Payment Plan.
- B. The nature of the default.

- C. That unless the customer makes the payments that are past due within ten (10) days of the date of the notice, service will be shut off.
- D. The date on or after which service will be shut off, unless the customer takes appropriate action.
- E. That the customer may dispute the claim in writing before the date of the proposed shutoff of service.
- F. That the utility will not shut off service pending the resolution of a dispute.
- G. The telephone number and address where the customer may make inquiry or file a complaint.
- H. That the customer should contact the Central Michigan United Way 211 system or a social services agency immediately if the customer believes he or she might be eligible for emergency economic assistance.
- I. That the shut off will be postponed if a Critical Care or Medical Emergency exists at the customer's residence.
- J. That a deposit and restoration charge may be required if the utility shuts off service for nonpayment of a delinquent account.

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

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

Section 23. SHUTOFF OF CRITICAL CARE CUSTOMERS OR MEDICAL

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

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

If shutoff of service has occurred without any postponement being obtained, the service shall be restored for not more than 21 days if the customer provides proper certification that the customer or a member of the customer's household is a Critical Care Customer or

has a certified Medical Emergency, and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member. Annually shutoff extensions totaling more than 126 days per household will not be given.

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

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

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

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

Section 25. UTILITY BILL DISPUTE. The Village will not shutoff service pending the resolution of a dispute that is filed in accordance with this section. A Customer may submit a Utility Bill Dispute on a Village approved form if they believe there is something wrong with the bill. The customer must provide specific detail about why they believe there is something wrong with the Utility Bill. The Village Manager will review the customer's Utility Bill Dispute, Village utility billing information, and make a determination. The customer may appeal the Village's Manager's decision to Clinton's Municipal Ordinance Violations Bureau. Forms for such a dispute are available at the Village Offices at: 119 E. Michigan Avenue, Clinton, MI, 49236, or by phone at (517) 456-7494.

APPENDIX B.

Utility Lien Waiver Program

As a municipally owned water, sewer and electric utility, the Village of Clinton has a responsibility to all customers to minimize the amount of uncollectible accounts. State statute, Village Charter, Village policies and ordinances provide the Village of Clinton with a lien on any premise where water, sewer and electric service are provided. This lien exists regardless of whether a lien is recorded. If an account is past due the unpaid water, sewer, and electric bill may be added to the property's tax bill.

Because property owners may be held liable for their tenant's unpaid electric bill, the Village provides property owners with an option to protect them from this liability through its Lien Waiver Program. To protect the property owner from liability, the property owner, tenant and Village must execute a lien waiver agreement. Once the Lien Waiver is executed the Village will require the tenant to make an exposure deposit before the utilities can be placed in the tenant's name. The exposure deposit is based on the premise's average usage and the number of days the utilities can be used prior to disconnection. The deposit will be significantly higher than a normal service deposit.

The property owner must monitor the status of the Utility Lien Waiver process to make sure it is properly executed by all parties and that the tenant made the required deposit. Any time the name is changed for that electric service, a new lien waiver form must be completed to continue protection.

Village of Clinton
Utility Lien Waiver

Responsibility for payment of Water, Sewer and Electric Charges

	Owner	Tenant
Name	_____	_____
Address	_____ _____	_____ _____
Phone(s)	() _____	() _____

Service Address _____

Account Number _____

The owner and/or tenant must provide a copy of the executed lease agreement.

The tenant must first make a deposit of at least an estimated three (3) months usage at the premise, but not less than \$400.00. The Village may, at its discretion, review and increase the deposit after three months to reflect actual usage.

The Village will not enter into extended payment agreements with the tenant except as required under Village Utility Shutoff Policy and state law.

I, the tenant at the above service address have agreed with the owner that I will be solely responsible for the payment of the water, sewer, and electric charges and provide this as written notice of such to the Village of Clinton in accordance with the Village's Policies. After the date the Village executes this Utility Lien Waiver Agreement, the Village will no longer be able to place a lien on the above service address for water, sewer, and electric charges related to the above tenant.

Signature _____

Date _____

Village of Clinton action: Approved. Denied.

Village Signature

Date

APPENDIX C.

SANITARY SEWER BACKUP POLICY

PURPOSE.

1. To Implement legislation and procedures enacted by the State of Michigan and adopted to afford property owners, individuals, and governmental agencies greater efficiency, certainty, and consistency in the provision of relief for damages or physical injury caused by a sewage disposal system overflow or backup.
2. For the Village to provide and maintain a sewage disposal system that is free of defects in prevention of sewage overflows and backups.
3. To encourage real property owners and occupants to maintain service leads and to install certain devices on their property and to otherwise properly utilize the Village sewer disposal system all in prevention of sewer overflows and backups.
4. To inform users of the Village sewer disposal system of State required procedures to make claims against the Village if a user's property is injured by a sewer overflow or backup for which the injured user believes the Village has liability.
5. To provide assistance, physical and/or financial, to certain users of the Village sewer disposal system who are injured by an overflow or backup for which the injured user is not responsible and which may not have been caused by the Village for which the Village may have no legal liability.

VILLAGE MAINTENANCE.

The Village owns and operates a sanitary sewer disposal system consisting of collection mains and a treatment plant. It is the Village's intent to perform reasonable maintenance on the collection system to help reduce the likelihood of a sanitary sewer backup related to a defect in the maintenance of the collection system. The Village will perform periodic maintenance that includes televising sections of the mains to visualize their condition, cleaning portions of the mains to remove buildup and roots, utilize a vacuum truck to clean and remove debris from sections of the mains, and other maintenance procedures as determined by the Village to be needed.

USER MAINTENANCE.

Property owner's actions can reduce the likelihood of a sewer backups or overflows. They should periodically clean out their sewer lateral to remove tree roots and other debris that reduce sewer flow. Homeowners may want to consult with a plumber about other actions they can take such as installing a removable plug to temporarily close off any basement floor drain that is not needed or installation of back flow preventors. Finished basements should be checked for covered drains that may not have been properly closed. If not closed off properly, those drains could backup or allow dangerous sewer gases into the basement. Users should avoid introducing any item or substance into the sewer service leads or the Village sewage disposal system for which the system was not designed and which may result in blockages, including but not limited to diapers, sanitary products, rags, or other similar type items.

If property owners notice drains have slowed down in more than one fixture (toilet, shower, or sink), contact the Village to check the main in front of their property. If the main is flowing good then there may have a problem in the private lateral or structure's plumbing that needs immediate action. Property owners should review their insurance policy to determine if the insurance policy covers backups or if they can add such coverage to their policy.

STANDARD OF LIABILITY.

Pursuant to Public Act 222 of 2001, and other applicable laws and regulations, the Village may be liable for damages resulting from a sewer back up if all of the following conditions existed at the time of the event:

1. The Village was the appropriate governmental agency responsible for the sanitary sewer main.
2. The sewage disposal system had a construction, design, maintenance, operation, or repair defect.
3. The Village knew or in the exercise of reasonable diligence should have known, about the defect.
4. The Village, having the legal authority to do so, failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the defect.
5. The defect was a substantial proximate cause of the event and the property damage or physical injury.

PROCEDURE.

1. The Department of Public Works (DPW) will promptly respond to a reported sewer backup to determine if it is a main or lateral problem. If the Village's sanitary sewer main is flowing freely the DPW will notify the property owner.
2. If there is a problem with the Village's sanitary sewer main, the DPW will clear the main and videotape it to help determine the cause of the backup.
3. The Village will mail or hand deliver a copy of the Village's Sanitary Sewer Backup Policy to the owner of record based on current tax statements.
4. The property owner must submit a completed Village Claim Form within 45 days from the date of occurrence if they want to make a claim against the Village. The Village will then make a determination of liability.
5. If the Village believes it is not liable for the backup it will advise the property owner in writing.
6. If the Village is determined to be liable for the sanitary sewer backup, it will work with the property owner and their insurance company to resolve the claim.

GOOD FAITH ASSISTANCE.

In an attempt to reduce damages and provide for immediate treatment and cleaning, regardless of whether or not the Village may be liable for damages as the result of a backup in the Village's sanitary sewer main, the Village may participate in clean-up costs and damages to property subject to the following conditions:

1. The Village will only consider making a Good Faith Payment for a claim resulting from a backup within the Village's sanitary sewer main that caused a backup, but for which the Village may not have legal liability. The Village is not responsible and will not make a Good Faith Payment for backups caused by defects in the private sewer lateral.
2. The claimant must allow immediate inspection of the property and examination of damage before any claim will be processed or paid.
3. If any insurance is available to the claimant or agent covering a loss claimed hereunder, the Good Faith Payment provided by Village shall not duplicate any such insurance coverage. Property owners shall assign insurance coverage to the Village to the extent of its participation, both financial and physical. If a property owner's insurance carrier denies coverage, the Village shall have option at being subrogated to the property owner's claim to the extent of the Village's participation. In the event that the claimant's insurance carrier does not cover such loss, a detailed letter from the carrier will be needed denying the loss claimed hereunder.
4. All claims would be adjusted and approved for payment by the Village prior to any final amount being agreed to.
5. The claimant must sign a release of all claims on a form provided by the Village which will release the Village and all its employees and officers from any claims or damages to real and personal property, and physical illness or injury, and all other damages or claims that claimant could make based on the sewer backup event.
6. The total amount of good-faith assistance for a single claim approved by the Village will not exceed \$5,000.
7. The Village will not process claims made after the fact when the Village was not called immediately to investigate the back-up.

APPENDIX D

WATER LEAK CHARGE POLICY

POLICY FOR ADJUSTING SEWER CHARGES WHEN A PROPERTY OWNER HAS A SIGNIFICANT WATER LEAK.

POLICY OVERVIEW. There are times when property owner's water systems spring leaks and discharge significant amounts of water. The Village may adjust the sewer bill if the property owner can meet the Village's criteria.

WATER LEAK CRITERIA. A property owner must be able to meet the following criteria to be considered for a sewer credit for a significant leak in their water system:

1. The high usage must be from a leak in the actual water pipe. It cannot be for a leaky faucet, fixture, softener, heater, or other water appurtenance.
2. The property owner must be able to overwhelming show that the problem was out of their control and that they acted immediately to turn off the water.
3. The usage during the period of the leak must be more than double the property's twelve-month and/or seasonal average to be considered significant.
4. The property owner must notify the Village of the leak or request the sewer billing adjustment at the first billing following the leak.
5. The Village will not provide a sewer adjustment just because a property owner's usage was high.

SEWER CREDIT. The Village may provide a sewer credit for usage above the twelve-month or seasonal average if the above water leak criteria have been met to the satisfaction of the Village:

1. The water will be billed for all water metered.
2. The sewer usage for the estimated twelve-month or seasonal average, which ever is higher, will be billed at the full rate.
3. The sewer usage above the estimated twelve-month or seasonal average will be billed at 25 percent of the sewer usage charge for the first month of a significant leak. Thereafter the sewer usage will be billed at 100 percent.

EFFECTIVE DATE. This policy was adopted by the Clinton Village Council on July 2, 2001 and will be effective immediately.