

**KINROSS CHARTER TOWNSHIP
SEWER ORDINANCE
ORDINANCE NO. 1.124**

Adopted: March 4, 2002
Published: March 14, 2002
Effective: April 13, 2002

AN ORDINANCE TO ESTABLISH, REGULATE AND PROVIDE FOR THE USE OF PUBLIC AND PRIVATE SEWERS, THE INSTALLATION OF BUILDING SEWERS, THE DISCHARGE OF WATER AND SEWAGE INTO THE SANITARY SEWERS, THE IMPOSITION AND THE COLLECTION OF RATES AND CHARGES, TO AMEND ORDINANCE NO. 29 AND RECODIFY ALL ASSOCIATED AMENDMENTS TO ORDINANCE NO. 29 AND TO PROVIDE PENALTIES FOR VIOLATION THEREOF IN THE CHARTER TOWNSHIP OF KINROSS, CHIPPEWA COUNTY, MICHIGAN.

THE TOWNSHIP OF KINROSS ORDAINS:

ARTICLE 1 - SHORT TITLE

Section 1. This Ordinance shall be known as the “Sewer Ordinance” and may be cited as such.

ARTICLE 2 - DEFINITIONS

Unless the context specifically indicates otherwise, the meaning for the terms used in this Ordinance shall be as follows:

“**BOD**” (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen required to biochemically decompose organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees C., expressed in milligrams per liter.

“**Building Drain**” shall mean that part of the lowest horizontal piping of a drainage System which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning five (5) feet outside the inner face of the building wall.

“**Building Sewer**” shall mean the extension from the Building Drain to the Service Lateral or other place of disposal.

“**Compatible Pollutant**” shall mean biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus any additional pollutants identified in the NPDES permit if the System was designed to treat such pollutants and can, in fact, remove such pollutants to a substantial degree. The term substantial degree generally means removals within NPDES permit requirements.

“**Combined Sewer**” shall mean a sewer receiving both surface runoff and Sewage.

- “Connection Charge”** shall mean the amount charged at the time, and in the amount hereinafter provided, to each premise in the Township, which connects to the System.
- “Customer”** shall mean the person who owns or, under the conditions set forth in *Article 10, Section 3* of this Ordinance, leases premises which are connected to the System and divided into classes by similar process or discharge flow characteristics such as “Residential”, “Commercial”, “Institutional”, “Governmental” and “Industrial”.
- “Residential Customer”** shall mean an individual home or dwelling unit, including mobile homes, apartments, condominiums or multi-family dwelling units, that is served by an individual water meter or service connection and that discharges only segregated domestic wastes or wastes from sanitary conveniences.
- “Commercial Customer”** shall mean any retail or wholesale business engaged in selling merchandise or a service or multi-family dwelling units served by a single water meter or having a single service connection.
- “Institutional Customer”** shall mean any educational, religious or social organization such as a school, church, nursing home, hospital, correctional facility or other institutional user.
- “Governmental Customer”** shall mean any federal, state or local government office or government service facility.
- “Industrial Customer”** shall mean any manufacturing Premises, which produces a product from raw or purchased material.
- “Customer Service Charge”** shall mean the charge levied to all Customers for miscellaneous services and related administrative costs associated with the System.
- “County”** shall mean Chippewa County.
- “Garbage”** shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
- “Incompatible Pollutant”** shall mean any pollutant that is not a Compatible Pollutant, as defined in *Section 4*.
- “Industrial Wastes”** means the solid, liquid or gaseous waste resulting from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources.
- “Infiltration”** means any waters entering the Sanitary Sewers from the ground through such means as, but not limited to defective pipes, pipe joints, connections or manhole walls, infiltration does not include, and is distinguished from, inflow.
- “Inflow”** means any waters entering the Sanitary Sewers through such sources as, but not limited to, building downspouts, footing or yard drains, cooling water discharges, seepage lines from springs and swampy areas, and storm drain cross connections.

“Infiltration/Inflow” means the total quantity of water from both infiltration and inflow.

“Interceptor Sewer Lines” means those lines whose basic function is to collect wastewater from two (2) or more separate trunk sewer lines and to transport such wastewater to the Sewage Treatment Plant.

“Inspector” means the person responsible for inspecting connection to the Public Water or Sewer System and for inspection of other components of the Systems to ensure compliance with the Ordinance as to avoid damage to the Systems, or his duly authorized representative.

“Inspection Fee” means the amount charged to each applicant by the Township at the time an application is made to the Township for connection to either or both Systems to cover the routine cost of inspecting and approving the physical connection of the Building to the System.

“Lateral” means the extension of the Public Sewer laterally from the local or main collector sewer to the property line of the Premises adjacent to the path of the Public Sewer including the Wye Branch.

“Lateral Fee” means the fee charged by the Township to construct and install a Lateral.

“May” is permissive.

“Meter” means an instrument for measuring the rate of flow of Public Water.

“Meter Fee” means the amount charged to each water permit applicant to cover the cost of the Meter and/or its installation, or its replacement.

“Miscellaneous Customer Fee and Charges” means the amount charged to Customers for miscellaneous services and related administrative costs associated with the Water or Sewer Systems, including additional fees for inspections required by the Township, expenses of plan review, and similar expenses authorized by this Ordinance.

“Natural Outlet” shall mean any outlet into a watercourse, pond, ditch or other body of surface or groundwater.

“Normal Strength Sewage” shall mean a sanitary wastewater flow containing an average daily BOD pursuant to the rate schedule outlined in the Water and Sewer Fee Schedule Resolution.

“NPDES Permit” shall mean the permit issued pursuant to the National Pollution Discharge Elimination System for the discharge of Sewage into the waters of the State.

“O, M&R Charge” shall mean the charge levied on all Customers for Operation, Maintenance and Replacement costs associated with the System.

“Operation, Maintenance and Replacement Costs” shall mean all costs, direct and indirect, necessary to provide adequate Sewage collection and treatment on a continuing basis, to conform with all federal, state and local wastewater management requirements, and to assure optimum long term management of the System and shall include a reasonable allowance for the replacement of the equipment and appurtenances necessary to maintain the intended performance of the System.

“Person” shall mean any individual, firm, company, association, society, corporation or group.

“PH” shall mean the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

“Premises” shall mean a parcel of property or lot and includes appurtenant land and improvements.

“Pretreatment” shall mean the treatment of extra strength wastewater flows in privately owned Pretreatment facilities prior to discharge into the System.

“Private Disposal System” shall mean a facility such as a septic tank, cesspool, or other facility intended or used for the disposal of Sewage.

“Properly Shredded Garbage” shall mean garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the System, with no particle greater than one half (1/2) inch in dimension.

“Sanitary Sewer” shall mean a sewer which carries Sewage and to which storm, surface and ground waters are not intentionally admitted and which all owners of abutting properties have equal rights and which is controlled by the Township.

“Service Lateral” shall mean the pipe extending from the Sanitary Sewer to the Customer’s property line, including the Wye Branch.

“Sewage” shall mean a combination of the water carried wastes from residential, business buildings, institutions and industrial Premises, together with such ground, surface and storm waters as may be present.

“Sewage Treatment Facility” shall mean the arrangement of devices and structures used by the Township for treating Sewage.

“Shall” is mandatory.

“Slug” shall mean any discharge of Sewage or Industrial Waste, which, in concentration of any given constituent, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty four (24) hour concentration during normal operation.

“Storm Drain” or “Storm Sewer” shall mean a sewer which carries storm and surface waters and drainage, but excludes Sewage and Industrial Wastes, other than unpolluted cooling water.

“Suspended Solids” shall mean solids that either float on the surface of, or in suspension in, water, Sewage or other liquids and which can be removed by laboratory filtering.

“System” shall mean all facilities of the Township and all subsequent additions, including all Service Laterals, Sanitary Sewers, pumps, lift stations, Sewage Treatment Facility, and all other facilities used or useful in the collection, treatment and disposal of Sewage, including all appurtenances thereto and including all extensions and improvements thereto which may hereafter be acquired.

“Township” shall mean the Charter Township of Kinross, Chippewa County, Michigan, as represented by the Kinross Township Board.

“Watercourse” shall mean a channel in which a flow of water occurs, either continuously or intermittently.

“Water and Sewer Fee Schedule Resolution” shall mean a resolution setting fees, charges and deposits associated with this ordinance.

“Wye Branch” shall mean the portion of the Service Lateral connected to the Sanitary 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.

ARTICLE 3 - OPERATION AND MAINTENANCE

Section 1. The operation, maintenance, alteration, repair and management of the System shall be under the supervision and control of the Township. The Township may employ such Person or Persons in such capacity or capacities as it deems advisable to carry out the efficient management and operations of the System and may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operation of the System.

Section 2. The property owner is responsible for the cost of maintenance and repair of the sewer lateral from the building to the sewer main. Any repair necessary outside the boundary of the customers property shall be done by the township or contractors approved by the township.

ARTICLE 4 - REQUIRING USE OF SANITARY SEWERS

Section 1. It shall be unlawful for any Person to place, deposit or permit to be deposited any Sewage upon public or private property within the Township in any unsanitary manner.

Section 2. It shall be unlawful to discharge to any Natural Outlet within the Township, or in any area under the jurisdiction of the Township, any Sewage, Industrial Waste or polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of the Ordinance.

Section 3. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for disposal of Sewage.

Section 4. Any structure in which Sewage originates within the Township shall be connected to any available Sanitary Sewer within ninety (90) days after publication by the Township of this ordinance and a legal notice of availability of a Sanitary Sewer in a newspaper of general circulation in the Township. For purposes of this section, a Sanitary Sewer shall be considered to available when it is located in a right-of-way, easement, highway, street or public way which crosses, adjoins or abuts upon the property in question and passes not more than two hundred (200) feet (*MCL 333.12751*) at the nearest point from the structures in which sewage originates. For purposes of this section, the phrase "structure in which Sewage originates" shall mean a building in which toilet, kitchen, laundry, bathing or other facilities that generate Sewage or Industrial Wastes are used or are available for use for household, commercial, industrial or other purposes. If the structure in which Sewage or Industrial Wastes originates has not been connected to an available Sanitary Sewer within said ninety (90) day period, then the Township shall require the connection to be made in accordance with *Public Act 368 of 1978 MCL 333.12754, as amended*, which provides that the Township may bring an action for a mandatory injunction or order in the applicable court of jurisdiction to compel the immediate connection of the subject Premises to the System. In said proceeding, the Township shall have the rights and remedies provided in said *Public Act 368 of 1978*, as well as all rights and remedies provided by this Ordinance.

Section 5. Plats for Premises located in the Township within the former Kincheloe Air Force Base and subdivided into four (4) or more lots or parcels shall not be approved by the Township after the effective date of this Ordinance unless an extension to the System is constructed to serve all lots or parcels in the plat in compliance with the construction and capacity requirements of the Township's reviewed by the Township engineer, all at the cost of the owner of the Premises. This is intended to implement the provisions of the *Subdivision Control Act of 1967 (Act 288 of the Public Acts of Michigan of 1967, as amended)*, the *Kinross Charter Township Subdivision Control Ordinance and the Kinross Charter Township Well Head Protection Plan*.

ARTICLE 5 - PRIVATE SEWAGE DISPOSAL

Section 1. Where a connection to the System is not available under the provisions of *Article 4, Section 4*, the Building Sewer shall be connected to a Private Disposal System complying with all requirements of the Chippewa County Health Department.

Section 2. At such time as the System becomes available to a property served by a Private Disposal System, as provided in *Article 4, Section 4*, a direct connection shall be made to the Sanitary Sewer in compliance with this Ordinance; and any septic tank, cesspool or similar Private Disposal System shall be abandoned, pumped out and filled with clean sand.

Section 3. The owner of the Premises shall operate and maintain the Private Disposal System in a sanitary manner at all times, at no expense to the Township.

Section 4. A Person operating and maintaining a Private Disposal System pursuant to this *Article* shall comply with any additional requirements that may be imposed by the Michigan Department of Public Health or the Michigan Department of Natural Resources.

ARTICLE 6 - BUILDING SEWERS AND CONNECTIONS

Section 1. No one, except a plumber or contractor authorized by the Township shall uncover, make any connection with or opening into, use, alter or disturb any part of the System or appurtenances thereof, without first obtaining a written permit from the Township. Before the Township issues such a permit the plumber or contractor, as the case may be, shall deposit with the Township a bond with corporate surety in the sum as provided for in the water and sewer fee schedule resolution, conditioned that he or she will faithfully perform all work with due care and skill, and in accordance with the laws, rules and regulations established under the authority of the Township pertaining to sewers and plumbing. This bond shall state that the plumber or contractor, as the case may be, will indemnify and save harmless the Township and the Customer against all damages, costs, expenses, outlays and claims of every nature and kind arising out of mistake or negligence on his or her part in connection with plumbing, Service Laterals, or excavating for plumbing or sewer connection as prescribed in this ordinance. Such bond shall remain in force and must be executed for a period of one (1) year, except that, upon such expiration, it shall remain in force as to all penalties, claims and demands that may have accrued there under prior to such expiration. The permit shall also require proof of public liability insurance for the protection of the Township, the Customer, and all Persons, to indemnify them for all damages caused by accidents attributable to the work, with limits as provided in the water and sewer fee schedule resolution.

Section 2. Excavations. All excavations for Lateral installation and connection to the Public Sewer shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the Work shall be restored at the cost of the property owner in a manner satisfactory to the Township. No such work shall be commenced before such owner obtains the necessary permission to work in the public right-of-way from the Township and the County Road Commission

Section 3. Maintenance of Building Drain Building Sewer and Lateral.

- (a) The owner of a Premises shall be responsible for the maintenance and repair of the Building Drain and Building Sewer. Existing Building Sewers shall meet all requirements of this Ordinance. Wherever any examination determines that an existing Building Sewer does not meet the requirements of this Ordinance and the Township determines that the connection is creating a health hazard, odor or public nuisance, or environmental hazard the Building Sewer shall be reconstructed at the Customer's expense.

- (b) The Lateral is part of the System, however, because the Lateral services only an individual Premises, the cost of maintenance, repair or replacement of a Lateral shall be the responsibility of the owner of the Premises which is served by the Lateral. Any necessary maintenance, repair or replacement shall be performed by an authorized contractor at the expense of the Customer, in the manner provided for installation of new laterals or by the Township, and the cost thereof imposed against the Customer as a Miscellaneous Customer Fee.

Section 4. All new buildings or buildings requiring new Building Sewers must obtain a permit for connection. The Customer or his agent shall make application for the permit on a special form furnished by the Township. In addition to compliance with the terms of *Section 1* above, the permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Township. The applicable Connection Charge, as established by the Township, shall be paid to the Township at the time the application is filed.

Section 5. All costs and expenses incidental to the installation and connection of the Building Sewer shall be borne by the Customer. The Customer or the Person installing the Building Sewer for said Customer shall indemnify the Township from any loss or damage that may directly or indirectly be caused by the installation of the Building Sewer.

Section 6. A separate and independent Building Sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the Building Sewer from the front building may be extended to the rear building and the whole considered as one Building Sewer. Other exceptions will be allowed only by special permission granted by the Township. Plumbing fixtures installed in accessory buildings and drains carrying Sewage shall be connected to the Sanitary Sewer.

Section 7. Old Building Sewers or portions thereof may be used in connection with new buildings only when they are found, on examination and testing by the Township to meet all requirements of this Ordinance.

Section 8. The Building Sewer shall be constructed of either of the following types of pipe meeting the current ASTM specifications.

- a.) Plastic (ABS) ASTM 0 1527 SDR 35
- b.) Plastic (PVS) ASTM 0 1785 SDR 35
- c.) Vitrified Clay (VC) ASTM C-700 Extra Strength
- d.) Asbestos-Cement (AC) ASTM C-428 CI-2400
- e.) Cast Iron Extra Heavy ASTM A-74
- f.) Non-reinforced Concrete ASTM C-14 Extra Strength

Section 9. The size and slope of the Building Sewers shall be approved by the Township, but in no event shall the diameter be less than four (4) inches. The minimum grade shall be as follows:

6-inch pipe - 1/8" per foot or 1" per 8 feet

4-inch pipe - 1/4" per foot or 2" per 8 feet

Section 10. Whenever possible, the Building Sewer shall be brought to the buildings at an elevation below the basement floor. No Building Sewer shall be laid parallel to, or within three (3) feet of, any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost. All excavations required for the installation of a Building Sewer shall be open trench work unless otherwise approved by the Inspector. Pipe laying and backfill shall be performed in accordance with current ASTM specifications, except that no backfill shall be placed until the work has been inspected by the Inspector or his or her representative.

Section 11. In all buildings in which any Building Drain is too low to permit gravity flow to the Sanitary Sewer, Sewage carried by such drains shall be lifted by artificial means and discharged to the Building Sewer.

Section 12. The connection of the Building Sewer into the Sanitary Sewer shall be made at the Wye Branch designated for the property if such branch is available at a suitable location. Any connection not made at the designated Wye Branch in the Sanitary Sewer main shall be made only as directed by the Township.

Section 13. The applicant for the Building Sewer shall notify the Township when the Building Sewer is ready for inspection and connection to the Sanitary Sewer. The connection shall be made under the supervision of the Inspector or his or her representative.

Section 14. All excavations for Building Sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Township at the expense of the Customer.

Section 15. No connection will be allowed unless there is capacity available in the System as determined by the Township.

ARTICLE 7 - USE OF THE SANITARY SEWERS

Section 1. No Person shall discharge, or cause to be discharged, any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters into the System.

Section 2. Storm water and all other unpolluted drainage shall be discharged to sewers or drains specifically designated of such use, or to a Natural Outlet approved by the appropriate state agency. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the appropriate state agency, to a Storm Drain or Natural Outlet.

Section 3. Except as hereinafter provided by specific limits, no Person shall discharge any of the following described waters or wastes into the System.

- (a) Chlorine demand in excess of fifteen (15) mg/l.
- (b) Color (as from, but not limited to, dyes, inks or vegetable tanning solutions) shall be controlled to prevent light absorbency which would interfere with treatment plant processes or that prevent analytical determinations.
- (c) Explosive liquid, solid or gas, gasoline, benzene, naphtha, fuel oil or other flammable waste.
- (d) Garbage not properly shredded (no particle size greater than one half (1/2) inch).
- (e) Grease, oil, wax or fat, whether emulsified or not, in excess of fifty (50) mg/l or quantities which disrupt treatment or other substances which may solidify or become viscous at temperatures between thirty two (32) Deg. F and one hundred and fifty (150) Deg. F.
- (f) Wastes which contain the following substances in concentrations exceeding limitations set forth by State or Federal agencies to protect the Sewage Treatment Works or receiving waters, to minimize deleterious concentrations in sludge's, and/or comply with NPDES Permit limitations.

Arsenic
 Cyanide
 Cadmium
 Hexavalent Chromium
 Total Chromium
 Copper
 Iron
 Nickel
 Lead
 Mercury
 Phenols
 Zinc

Any other compound or substance in quantities which, individually or collectively, impair the operation or maintenance of the System or which are prohibited by State or Federal Regulations

- (g) Inert Suspended Solids (such as, but not limited to, Fuller earth, lime slurries, and lime residues) or dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in unusual concentrations.
- (h) Insoluble, solid or viscous substances (such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, feathers, plastics, wood, hair, and fleshings).
- (i) Noxious or malodorous gas (such as, but not limited to, hydrogen sulfide, sulphur oxide, or oxides of nitrogen) and other substances capable of public nuisance.
- (j) pH levels exceeding levels defined in the Water and Sewer Fee Schedule Resolution.

- (k) Radioactive wastes or isotopes of such half-life or concentration which may exceed limits established by applicable state and federal regulations.
- (l) Temperature of wastes less than thirty two (32) Deg. F and greater than one hundred and fifty (150) Deg. F.
- (m) Water or wastes containing substances which are not amenable to treatment or reduction by the Sewage Treatment Facility, or are amenable to treatment to only such degree that the Sewage Treatment Facility effluent or sludge cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters and sludge disposal.
- (n) Discharges that would result in excess foaming during the treatment process. Excess foaming is any foam which, in the opinion of the Township, is a nuisance in the treatment process.

Section 4. If any Sewage is discharged, or is proposed to be discharged, to the System, which contains the substances or possesses the characteristics enumerated in *Section 3 of this Article*, and which in the judgment of the Township may have a deleterious effect upon the Sewage Treatment Facility, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitutes a public nuisance, the Township may:

- (a) Reject the Sewage.
- (b) Require Pretreatment to the level defined as “Normal Strength Sewage”.
- (c) Require Pretreatment to an acceptable level (other than Normal Strength Sewage) and in accordance with applicable Federal and State Pretreatment regulations for discharge to the Sanitary Sewers.

If the Township permits the Pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Township and subject to the requirements of all applicable codes, ordinances and laws.

Section 5. The Township shall require that each Industrial Customer file with the Township the material listed below. The Township may require the same information from any non-industrial Customer:

- (a) A written statement setting forth the nature of the enterprise, the source and amount of water used, and the amount(s) of water to be discharged, with the present or expected bacterial, physical, chemical, radioactive or other pertinent characteristics of the wastes.
- (b) A plan map of the building, works or complex, with each point of discharge to the surface waters, Sanitary Sewer, Storm Drain, Natural Outlet, or ground waters noted, described and the waste stream identified.

- (c) Reports on appropriate characteristics of wastes, as sampled and tested, on a schedule, at locations, and according to methods outlined in *Article 7, Section 9* of this Ordinance.
- (d) An Affidavit placing waste treatment facilities, process facilities, waste streams, or other potential waste problems under the specific supervision and control of Persons who have been certified by an appropriate State agency as properly qualified to supervise such facilities.
- (e) A report on raw materials entering the process or support system, intermediate materials, final product, and waste by-products as those factors may affect waste control.
- (f) Reports on the final disposal of specific liquid, solids, sludge, oil, radioactive material, solvent or other waste.

If any industrial process is to be altered so as to increase or decrease Industrial Waste or potential Industrial Waste discharge to the Sanitary Sewer, written notification shall be given to the Township. Discharge of said altered Industrial Waste streams shall be subject to the Township's approval and shall comply with all other provisions of this Ordinance and any applicable laws or regulations.

Section 6. Grease, oil and sand interceptors shall be provided at the Customer's expense when, in the opinion of the Township they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private single family or multiple family dwelling units. All interceptors shall be of a type and capacity approved by the Township, and shall be located as to be readily and easily accessible for cleaning and inspection. It is the responsibility of the Customer to maintain and repair said interceptors at the Customer's expense.

Section 7. Where Pretreatment or flow equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at his or her expense.

Section 8. When required by the Township, the Customer serviced by a Building Sewer carrying Sewage shall install a suitable control manhole together with such necessary meters and other appurtenances in the Building Sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Township. The manhole shall be installed by the Customer at his or her expense, and shall be maintained by the Customer so as to be safe and accessible at all times.

Section 9. All measurements, tests and analyses of the characteristics of water and wastes to which reference is made in this Ordinance shall be determined in accordance with the most recent edition of "*Standard Methods for the Examination of Water and Wastewater*" and/or *Federal Regulation 40CFR136* and shall be determined at the control manhole provided for, or upon suitable samples taken at, said control manhole. In the event that no special manhole has been required, the control

manhole shall be considered to be the nearest downstream manhole in the System to the point at which the Building Sewer is connected.

Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the System and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether grab sample or samples should be taken. The responsibilities of industry are further defined in the "Industrial Waste Control Program" set forth in *Article 8* of this Ordinance.

Section 10. No statement contained in this *article* shall be construed as preventing any special agreement or arrangement between the Township and any Customer, after recommendation by the Township, whereby Sewage of unusual strength or character may be accepted by the Township for treatment, subject to equitable payment therefore by the Customer.

Section 11. Industrial cooling water containing such pollutants as insoluble oils or grease, or other suspended solids shall be treated for removal of the pollutants and then discharged to the Storm Drain.

Section 12. Agents of the Township, County, Michigan Department of Natural Resources, or U.S. Environmental Protection Agency shall have the right to enter all properties for the purpose of inspecting, measuring, sampling and testing the wastewater discharge.

ARTICLE 8 - INDUSTRIAL WASTE CONTROL PROGRAM

Section 1. Each Industrial Customer is responsible for Industrial Wastes it admits to the System. The Industrial Customer shall maintain any required Pretreatment facility operation and assure a continual high level of performance. In case no Pretreatment is provided, the Industrial Customer shall prevent accidental discharges of process wastes admitted to the System. The Industrial Customer shall catalog all chemicals stored, used or manufactured. Such a listing shall include specific chemical names, not manufacturer's codes. Those wastes admitted to the System are a prime concern; however, all discharges shall be cataloged. An estimate of daily average flows and strengths shall be made including process, cooling, sanitary, etc. Such a determination should separate the flows according to appropriate categories. The aforementioned flow and chemical listing is to be sent to the Township and shall be treated as confidential information.

Section 2. Each Customer that discharges Sewage to the System which exceeds the limits of "Normal Strength Sewage" will be required to either:

- (a) Provide satisfactory Pretreatment to reduce the strength of the Sewage to "Normal Strength Sewage"; or
- (b) Pay a surcharge determined by the relative concentration of BOD, suspended solids, or other pollutant as compared to "Normal Strength Sewage" if the System has the capacity to handle such Sewage.

Section 3. A sketch of the plant buildings shall be made by the Industrial Customer, including a diagram of process and chemical storage areas. Location of any Pretreatment equipment must be indicated, and floor drains located near process and storage areas must be noted. Manhole and sewer locations at the industry's point of discharge into the System must be included on the plant layout sketch.

Section 4. Spent concentrates shall be prevented from entering the System to prevent toxic wastes from upsetting the Sewage Treatment Facility. Supervision and operation of the Pretreatment equipment to treat spent concentrates, toxic wastes and high strength organic wastes to an acceptable level as defined by the Township is the responsibility of the Industrial Customer. All sludge's generated by such treatment must be handled in an acceptable manner, as in a designated area of a sanitary landfill or by a licensed waste hauler.

Section 5. Adequate secondary containment or curbing shall be provided to protect all floor drains from accidental spills and discharges to the System. Such curbing shall be sufficient to hold one hundred and fifty percent (150%) of total process area tank volume. All floor drains within the containment area must be plugged and sealed. Spill throughs or sumps within process areas must discharge to appropriate Pretreatment tanks. Secondary containment shall be provided for storage tanks and chemical storage areas serviced by commercial haulers.

Section 6. If so directed by the Township, an adequate sampling vault or manhole shall be provided at the Industrial Customer's expense in a fully accessible place for Township personnel to obtain samples and flow measurement data. The complexity of the vault will vary with the sampling requirements the Township determines necessary to protect the System and receiving streams. Should the Township desire continual flow recording and twenty four (24) hour composite sampling, then a more complex manhole would be mandatory, complete with one hundred and ten (110) volt AC electric service. Samples collected may be divided between the Industrial Customer and Township for analysis if so desired by the Industrial Customer.

Section 7. All costs for Industrial Waste monitoring, incurred by the Township shall be paid by the Industrial Customer. A yearly surveillance fee may be initiated to reduce some equipment costs or for maintenance of monitoring devices. If a graduated surveillance fee is deemed necessary to check industrial discharges, then a factor may be incorporated to reduce the costs as Industrial Customer lowers its waste strength.

ARTICLE 9 - RATES, CHARGES, AND DEPOSITS

Section 1. All Premises connected directly or indirectly to the System, except as hereinafter provided, shall be charged and shall make monthly payments to the Township in amounts computed on the basis of this *Article*.

Section 2. Each Customer shall pay an O, M&R Charge based on the Customer's water usage, which is metered pursuant to the Township *Water Ordinance*, as amended. The charge shall be determined monthly pursuant to the rate schedule outlined in the Water and Sewer Fee Schedule Resolution adopted pursuant to this ordinance.

Section 3. Each Customer that discharges Sewage, exceeding "Normal Strength Sewage", shall pay appropriate surcharges for treatment of the excess strengths as shown on the Water and Sewer Fee Schedule Resolution.

Section 4. The Customer shall be charged a New Account Fee whenever the Department of Public Works is requested by the customer to install a meter and turn on water service. (A Security Deposit or Proof of Ownership will still be needed on the new address.) In the case of a Name Change, where the meter is read only, the charge will be at a reduced rate as stated in the Water and Sewer Fee Schedule Resolution.

Section 5. The Township shall, from time to time, establish a Customer Service Charge, as necessary, for miscellaneous services and related administrative costs associated with the System.

Section 6. All Premises connecting to the System shall pay a Connection Charge consisting of the actual cost of installing and inspecting a Service Lateral and the connection thereof to the Building Sewer, plus any other fee established by the Water and Sewer Fee Schedule Resolution. The Connection Charges as set forth above shall be due and payable pursuant to this Ordinance.

Section 7. If sewer service is discontinued for any reason, said service shall not be reinstalled until the Customer pays to the Township the actual cost of labor and material incurred and a minimum of the amount stated above in *Article 9, section 6*, to turn on the sewer service.

Section 8. Miscellaneous Customer Fees and Charges.

- (a) The Township shall, from time to time, establish or charge Miscellaneous Customer Fees and Charges, as necessary, for miscellaneous services, repairs and related administrative costs associated with the Sewer System, including without limitation, services to turn service on and off. The Customer shall be charged a fee, established by resolution of the Township Board from time to time, whenever the Township is requested by the Customer to turn on or off service. Whenever the Township is requested to provide turn-on or off services at times other than regular business hours of the Township, there will be imposed an additional charge of labor and materials.
- (b) In addition to the minimum Inspection Fee, persons connecting structures to, disconnecting from, or extending the Public Sewer, or proposing to make such connection or extension, shall reimburse the Township for expenses incurred by the Township for review of preliminary and final plans for connection or extension, for inspection, for review of right-of-way, easement, or other documents including, as applicable, fees billed to the Township by outside consultants and fees for Township staff review, in accordance with a schedule of staff charges approved by resolution from time to time.

ARTICLE 10 - PAYMENTS AND COLLECTIONS

Section 1. Bills for the rates and charges set forth in *Sections 2, 3, 4, 5, and 7 of Article 9* shall be dated and mailed monthly. These monthly bills shall be due and

payable at the business office of the Township or to any designated agent on the due date as stated in the fee schedule resolution. If not paid by the due date an additional penalty charge, as provided for in the Water and Sewer Fee Schedule Resolution shall be added.

Section 2. If rates and charges imposed by *Article 9* are not paid on or before their respective due date, the Township, pursuant to *Public Act 178 of 1939, as amended*, may

- (i) Discontinue the services provided by the System by disconnecting the Building Sewer from the Service Lateral, and the service so discontinued shall not be reinstated until all sums then due and owing, including penalties, interest and all expenses incurred by the Township for shutting off and turning on the service, shall be paid to the Township; or
- (ii) Institute an action in any court of competent jurisdiction for the collection of the amounts unpaid, including penalties, interest and reasonable attorney fees; or
- (iii) Enforce the lien created in *Section 3* below. These remedies shall be cumulative and shall be in addition to any other remedy provided in this Ordinance or now or hereafter existing at law or in equity. Under no circumstances shall action taken by the Township to collect unpaid rates and charges, penalties and interest, invalidate or waive the lien created by *Section 3* below.

Section 3. Except as set forth below, the rates and charges imposed by *Article 9* shall be a lien on the respective Premises served by the System. Whenever rates and charges shall be unpaid for sixty (60) days or more, they shall be considered delinquent. The Township Treasurer shall certify all delinquent rates and charges annually, on or before September 15, of each year to the assessing officer of the Township, who shall enter the delinquent rates and charges, interest and penalties upon the next tax roll as a charge against the Premises affected and such charges shall be collected and the lien thereof enforced in the same manner as ad valorem property taxes levied against such Premises. A lien shall not attach to a Premises which is subject to a legally executed lease that expressly provides that the Premises' lessee, and not the Premises' lessor, shall be liable for payment of sewer rates and charges for services which accrue after an affidavit is filed with the Township. The affidavit described in the preceding sentence shall include the particulars of the execution of the lease and a notation of the expiration of the lease. In addition, the lessor shall give the Township twenty (20) days written notice of any cancellation, change in or termination of the lease. The filing of the affidavit shall be accompanied by a security deposit, which, upon the failure of the lessee to pay the rates and charges as they come due, shall be applied against the unpaid balance. The lessee shall immediately make sufficient payment to the Township to cover the amount of the security deposit so advanced. Upon the failure of the lessee to do so within ten (10) days of said advance, the penalties, rights and remedies set forth in *Section 1 and Section 2 of this Article* shall be applicable.

Section 5. Any rates and charges for service rendered prior to the effective date of this Ordinance are hereby ratified and shall be collected pursuant to this ordinance and

the Water and Sewer Fee Schedule Resolution, and the Township shall pursue all remedies available pursuant to *Article 10* upon failure of a Customer to pay said rates and charges.

Section 6. All bills and notices relating to the conduct of the business of the Township and of the System will be mailed to the Customer's address unless a change of address has been filed in writing at the business office of the Township. The Township shall not otherwise be responsible for delivery of any bill or notice, nor will the Customer be excused from nonpayment of a bill or from any performance required in said notice.

Section 7. Applications for connection permits may be cancelled and/or sewer service disconnected by the Township for any violation of any part of this Ordinance including, without limitation, any of the following reasons:

- (a) Misrepresentation in the permit application as to the nature or extent of the property to be serviced by the System.
- (b) Nonpayment of bills.
- (c) Improper or imperfect and/or failure to keep Building Sewers in a suitable state of repair.
- (d) Damage to any component of the System.
- (e) Misrepresentation in the permit application of the parties seeking service for prior use history.

Section 8. Where Service supplied to the Customer has been disconnected for nonpayment of delinquent bills, the Township reserves the right, as a condition to reconnect said service, to require a nominal sum as determined by the Water and Sewer Fee Schedule Resolution, be placed on deposit with the Township for the purpose of establishing or maintaining any Customer's credit. Said deposit shall not be considered in lieu of any future billing for rates and charges. Service shall not be reestablished until all delinquent charges and penalties, and a turn-on charge, has been paid. Further, such charges and penalties may be recovered by the Township by court action.

Section 9. The Township shall make all reasonable efforts to eliminate interruptions of service and, when such interruptions occur, will endeavor to reestablish service with the shortest possible delay. Whenever service is interrupted for the purpose of working on the System, all Customers affected by such interruption will be notified in advance whenever it is possible to do so.

Section 10. Any Customer has the right to appeal any rates or charges levied in accordance with this Ordinance. Appeals shall be directed to the Township, along with any supporting documentation for amendment of the charges in question. Any additional information that may be required to resolve the appeal, as directed by the Township, shall be obtained by the Customer at his or her expense. Resolution of appeals shall be made within sixty (60) days by the Township in accordance with best available data and this Ordinance. All bills for rates and charges outstanding

during the appeals process, including all penalties or delinquency charges, shall continue to be due and payable. Upon resolution of the appeal, the Township shall adjust said charges accordingly, including any refunds due. Refunds shall be retroactive to the previous twelve (12) months billings only.

ARTICLE 11 - POWERS AND AUTHORITY OF TOWNSHIP EMPLOYEES

Section 1. Duly authorized employees or representatives of the Township, bearing proper credentials and identification, shall be permitted to enter upon all Premises served by the System for the purpose of inspection, observation, measurement, sampling, testing and investigation in accordance with the provision of this Ordinance.

Section 2. Duly authorized employees or representatives of the Township, bearing proper credentials and identification, shall be permitted to enter upon all Premises served by the System for the purpose of determining the presence of Cross Connections and test or inspect devices preventing Cross Connections. On request, the Customer shall furnish to the Township all pertinent information regarding the Plumbing System of the Premises. Refusal of such access or information shall be prima facie evidence of the presence of Cross Connection.

Section 3. While performing the duties in *Sections 1 and 2* above, the duly authorized employees or representatives of the Township shall observe all reasonable safety rules applicable to the Premises established by the Customer; and the Customer.

ARTICLE 12 – SEWER BACKUP OR OVERFLOW REPORTING PROCEDURES

Section 1. This section has been adopted in accordance with Act 222 of the Public Acts of Michigan of 2001 (“Act 222”) to set forth the notice and claim procedures applicable to an overflow or backup of the System, which, as defined in Act 222, shall be referred to for purposes of this Section as a “Sewage Disposal System Event.” To afford property owners, individuals and the Township greater efficiency, certainly and consistency in the provision of relief for damages or physical injuries caused by a Sewage Disposal System Event, the Township and any Person making a claim for economic damages, which, as defined in Act 222, shall be referred to for purposes of this Section as a Claimant,” shall follow the following procedures:

Section 2. A Claimant is not entitled to compensation unless the Claimant notifies the Township of a claim of damage or physical injury, in writing, within forty-five (45) days after the date the damage or physical injury was discovered by the Claimant, or in the exercise of reasonable diligence should have been discovered by the Claimant.

Section 3. The written notice under subsection (a) of the act shall contain the Claimant’s name, address, and telephone number, the address of the affected property, the date of discovery of any property damages or physical injuries, and a brief description of the claim. As part of the description of the claim, the Claimant shall submit an

explanation of the Sewage Disposal System Event and reasonable proof of ownership and the value of any damaged personal property. Reasonable proof of ownership and purchase price or value of the property may include testimony or records. Reasonable proof of the value of the property may also include photographic or similar evidence.

Section 4. The written notice under subsection (a) of the act shall be sent to the Kinross Charter Township Clerk, who is hereby designated as the individual at the Township to receive such notices pursuant to *Section 19 of Act 222*.

Section 5. If a Claimant who owns or occupies affected property notifies the Township orally or in writing of a Sewage Disposal System Event before providing a notice of a claim that complies with subsections (a), (b), and (c) of the act, the Kinross Charter Township Clerk shall provide the Claimant with a written explanation of the notice requirements of subsection (a), (b), and (c) sufficiently detailed to allow the Claimant to comply with said requirements.

Section 6. If the Township is notified of a claim under subsection (a) and the Township believes that a different or additional governmental agency may be responsible for the claimed property damages or physical injuries, the Township shall notify the contacting agency of each additional or different governmental agency of that fact, in writing, within 15 business days after the date the Township receives the Claimant's notice under subsection (a).

Section 7. If the Township receives a notice from a Claimant or a different or additional governmental agency that complies with this Section, the Township may inspect the damaged property or investigate the physical injury. A Claimant or the owner or occupant of affected property shall not unreasonably refuse to allow the Township or its duly authorized representatives to inspect damaged property or investigate a physical injury.

Section 8. Prior to a determination of payment of compensation by the township, the Claimant shall provide to the Township additional documentation and proof that:

- a) At the time of the Sewage Disposal System Event, the Township owned or operated, or directly or indirectly discharged into, that portion of the system that allegedly caused damage or physical injury;
- b) The System had a defect;
- c) The Township knew, or in the exercise of reasonable diligence, should have known, about the defect in the System.
- d) The Township, 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 in the system; and
- e) The defect in the System was a proximate cause that was 50% or more of the cause of the Sewage Disposal System Event and the property damage or physical injury.

Section 9. Prior to a determination of payment of compensation by the township, the Claimant shall also provide to the Township additional documentation and proof that neither of the following were a proximate cause that was 50% or more of the cause of the Sewage Disposal System Event:

- a) An obstruction in a Building Sewer or service Lateral that was not caused by the Township; or
- b) A connection on the affected premises, including, but not limited to, a footing drain, sump system, surface drain, gutter, down spout or connection of any other sort that discharged any storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water, unpolluted air-conditioning water or unpolluted industrial process waters to the System.

Section 10. If the Township and a Claimant do not reach an agreement on the amount of compensation for the property damages or physical injury within 45 days after the receipt of notice under subsection (a), the Claimant may institute a civil action in accordance with Act 222.

Section 11. To facilitate compliance with this section, the Township shall make available to the public information about the notice and claim procedures under this Section.

Section 12. The notice and claim procedures set forth in this Section shall be applicable to a Sewage Disposal system Event involving the System.

Section 13. The Township does not own or operate any Storm Sewer, or Combined Sewer and, accordingly, the notice and claim procedures set forth in this Section, with the exception of *Section 5 of Article 12*, do not apply to a Sewage Disposal System Event involving a Storm Sewer, Storm Drain or a Combined Sewer.

Section 14. In the event of a conflict between the notice and claim procedures set forth in this section and the specific requirements of Act 222, the specific requirements for Act 222 shall control.

Section 15. As provided in Section 19(7) of Act 222, the notice and claim procedures of this Section do not apply to claims for non-economic damages (as defined in Act 222) arising out of a Sewage Disposal System Event.

Section 16. Any word or phrase used in this section, if defined in Act 222, shall have the same meaning provided under Act 222.

ARTICLE 13 - PENALTIES

Section 1. No unauthorized Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with, climb upon, or enter into any structure, appurtenance, or equipment of the System.

Section 2. Except as provided in *Section 1* hereof, any Person found to be violating any provision of this Ordinance shall be served by the Township with written notice

stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Section 3. Any Person who violates *Section 1* or who shall continue any violation beyond the time limit provided for in *Section 2* shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount not to exceed Five Hundred Dollars (\$500) for each violation or shall be imprisoned in the County jail for a maximum of ninety (90) days or shall be subject to both such fine and imprisonment. Each day in which any such violation shall continue shall be deemed a separate offense.

Section 4. Any Person violating any of the provisions of this Ordinance shall become liable to the Township for any expense, including actual attorney's fees, loss, or damage occasioned by the Township by reason of such violation.

ARTICLE 14 - REPEAL

Section 1. All ordinances or parts of ordinances in conflict herewith and relating to the System are hereby repealed.

ARTICLE 15 - VALIDITY

Section 1. The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts.

ARTICLE 16 - PUBLICATION AND EFFECTIVE DATE

Section 1. A true copy of this Ordinance shall be published in a newspaper of general circulation within thirty (30) days after it's adoption.

Section 2. The Township Clerk shall file or cause to be filed an attested copy of this Ordinance with the County Clerk.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after its adoption and publication as provided for by law.

ARTICLE 17 - AMENDMENT

Section 1. The Township specifically reserves the right to amend this Ordinance in whole or in part, at any time hereafter, or to repeal the same, and by such amendment to repeal, abandon, increase, decrease or otherwise modify any of the fees, charges or rates provided herein or within the Water and Sewer Fee Schedule Resolution.

Passed and adopted by the Township Board of the Charter Township of Kinross, County of Chippewa, Michigan, on March 4, 2002.