

ARTICLE R10

SECTION R 10.01 SEWER CONNECTION, USE AND RATE ORDINANCE

SECTION R 10.02 PURPOSE

Fruitland Township is a party to the Master Contract for the Muskegon County Wastewater System (“County Contract”), and it is necessary and conducive for the protection of public health, safety and welfare of the people of Fruitland Township to regulate and control all those persons and/or entities who are disposing human and other waste within the Township into the Muskegon County Wastewater System (“System”). It is the purpose of this Ordinance to comply with the Township’s obligations as set forth in the County Contract, to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code §1251 et seq.); to be operated by the Township under Act 185 of 1957, as amended, on a public utility rate basis in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended.

SECTION R 10.03 SHORT TITLE

This Ordinance shall be known as the “Sewer Connection, Use and Rate Ordinance” and may be cited as such.

SECTION R 10.04 FINDINGS RE: PUBLIC HEALTH, SAFETY AND WELFARE

The Township hereby determines that the System is necessary to protect and preserve the public health, safety and welfare of the Township. This determination is based upon the express determination of the State legislature set forth in Section 12752 of the Michigan Public Health Code.

SECTION R 10.05 DEFINITIONS

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

“Available Public Sanitary Sewer” shall mean a Public Sanitary Sewer located in a right-of-way, easement, highway, street or public way, which crosses, adjoins or abuts, upon the property and passing not more than 200 feet at the nearest point from a Structure in which Sanitary Sewage Originates.

“B.O.D.5” or “Biochemical Oxygen Demand” shall mean the quantity of oxidation of organic matter under standard laboratory procedure in five days at twenty degrees Celsius, 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 pips inside the walls of the building and conveys it to be Building Sewer.

“Building Sewer” shall mean the extension from the Building Drain to the Sewer Service Lead (Stub) or other place of disposal.

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

“Connection Fee” shall mean the charge imposed by the Township to regulate the connection of a Building Sewer, either directly or indirectly, to the Public Sewer System. This fee represents (a) the proportional cost attributable to each Structure in which Sanitary Sewage Originates to regulate access to the Public Sewer System and ensures that sufficient capacity exists to accommodate the additional use without overburdening the Public Sewer System or adversely affecting the Township’s ability to provide service to the Public Sewer System’s existing and future customers’ and (b) the benefit to the owner of a Structure in which Sanitary Sewage Originates derived from the connection to the Public Sewer System including, but not limited to, eliminating or reducing the risk of failure of private Sewage Disposal Facilities and the contamination of ground water. See also Direct Connection and Indirect Connection.

“Control Manhole” shall mean the structure installed on the Building Sewer to allow access for measurement and sampling of Sewage discharging from industrial and commercial establishments.

“Cost of Operation and Maintenance” shall mean all costs, direct and indirect, inclusive of all expenditures attributable to administration, Cost of Replacement, treatment and collection of Sewage, necessary to insure adequate collection and treatment of Sewage on a continuing basis in conformance with applicable local, state and federal regulations.

“Cost of Replacement” shall mean all expenditures and costs for obtaining and installing equipment, accessories or appurtenances, which are necessary during the service life of the System to maintain the capacity and performance for which the System was designed and constructed.

“County” shall mean the County of Muskegon.

“County Agreement” shall mean the Master Contract for the Muskegon County Wastewater System and the Township dated December 4, 2010, and all related amendments and extensions thereof, by and between the County and the Township for the discharge and treatment of Sewage at the County Wastewater Treatment Facility.

“Debt Service Charge” shall mean a component of the User Charge that represents the amount charged to Users of the Public Sewer to pay all or a portion of the principal, interest and administrative costs of retiring the debt incurred for construction of or extension to the Public Sewer System.

“Direct Connection” shall mean the connection of the Building Sewer directly to the System.

“Health Department” shall mean the Muskegon County Health Department.

“Indirect Connection” shall mean the connection of a Building Sewer to a sewage collection system which is installed and paid for by special assessment or private funds, which sewage collection system is, after construction, turned over to the Township and becomes part of the System (e.g. if a developer constructs sanitary sewers in a plat and connects the sewer line to the System, the connection of each lot in the plat would be an Indirect Connection).

“Industrial Wastes” shall mean the liquid wastes from industrial manufacturing processes, trade or business as distinct from segregated domestic strength wastes, or wastes from sanitary conveniences.

“Infiltration” shall mean any waters entering the System 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” shall mean any waters entering the System 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 drains cross-connections.

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

“Inspector” shall mean any person or persons authorized by the Township to inspect and approve the installation of Building Sewers and their connection to the Public Sewer.

“MDEQ” shall mean the Michigan Department of Environmental Quality or its successor.

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

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

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

“Public Sewer or System” shall mean the sanitary sewer collection and transmission system in the Township, which includes all publicly-owned mains, lift stations, odor control facilities and all appurtenances thereto, and the Sewage Treatment Facility, necessary for the conveyance and treatment of Sewage from the Township, together with any such extensions, or improvements thereto currently existing or hereinafter acquired or constructed.

“Residential Equivalent Unit” or “REU” shall mean Sewer usage equivalent to that of a single-family residence.

“Septic Tank” shall mean a watertight tank or receptacle used to receive domestic Sewage and is intended to provide for the separation of substantial portions of the Suspended Solids in such Sewage and the partial decomposition by bacterial action on solids so separated.

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

“Sewage Disposal Facilities” shall mean any Septic tank, Subsurface Disposal System or other devices used in the disposal of Sewage and which, are not part of the System.

“Sewage Works” shall mean all facilities for collection, pumping, treating and disposing of Sewage.

“Sewer” shall mean a pipe or conduit for carrying Sewage.

“Sewer Rates and Charges” shall mean the Connection Fee, Inspection and Administration Fee, User Charge, Debt Service Charge, Sewage Meter Fee, if any, User Surcharge, Miscellaneous User Fee and the civil penalty imposed pursuant to **SECTION R 10.10**.

“Sewer Service Lead or Stub” shall mean the service piping from the sewer main to the private property line or edge of easement to which the Building Sewer is connected.

“Special Assessment District” shall mean all Special Assessment Districts determined at any time by the Township Board for the provision of sanitary sewer service by the Public Sewer.

“Special Assessment Roll” shall mean all Special Assessment District Rolls confirmed at any time for a Special Assessment District by the Township Board.

“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.

“Structure in Which Sewage Originates” shall mean a building in which toilet, kitchen, laundry, bathing or other facilities which generate Sewage are used or are available for use for household, commercial or industrial purposes.

“Subsurface Disposal System” shall mean an arrangement for distribution of septic tank effluent beneath the ground surface (also referred to as a ‘drain field system’, ‘tile field’ or ‘dry well’ or a ‘soil absorption system’).

“Township” shall mean the Township of Fruitland, Muskegon County, Michigan, as represented by the Fruitland Township Board of Trustees.

“Unit or Units” shall mean a standard basis of measuring the relative quantity of Sewage, including the benefits derived from the disposal thereof, arising from the occupancy of a freestanding single-family residential dwelling (but such term shall not necessarily be related to actual use arising from any particular dwelling). A listing of the relative relationship between the various Users of the System is hereby determined by the Township and is set forth in Appendix A to this Ordinance. The assignment of Unit(s) to a particular User shall be determined from time to time by resolution of the Township Board, based upon the use to which the User’s property is put. Each User shall be assigned to a minimum of one (1) Unit. A building containing multiple Users shall be assigned a minimum of one (1) Unit for each User. The assignment of Units(s) for any use not enumerated in Appendix A shall, in the sole discretion of the Township, be based upon the most similar use enumerated in Appendix A.

“U.S. EPA” shall mean the United States Environmental Protection Agency or its successor agency.

“User” shall mean a recipient of services provided by the System including premises which are connected to and discharge Sewage into the System.

“User Charge” shall mean a charge, based on Units, charged to Users of the System. The charge represents (a) that User’s proportionate share of the cost of Cost of the Operation and Maintenance (including Cost of Replacement) of the System; (b) the benefit to that User derived from the availability and use of the System; and (c) includes the User O & M Charge and User Debt Service Charge, if any.

“User O & M Charge” shall mean the charge levied on all Users of the System for the Cost of Operation and Maintenance, including replacement of the System and Sewage Treatment Facility.

“User Debt Service Charge” shall mean the charge levied on all Users from the System for the cost of any bond debt of which debt repayment is to be met from the revenues of the System.

SECTION R 10.06 DISCHARGE OF SEWAGE

No Person shall place, deposit or permit to be deposited, in any unsanitary manner, upon public or private property within the Township or in any area under the jurisdiction of the Township, any Sewage, industrial Wastes or other polluted waters except where suitable treatment has been provided in accordance with standards established by the MDEQ, U.S. EPA, the County Sewer Use Ordinance, and this Ordinance.

SECTION R 10.07 CERTAIN SEWAGE DISPOSAL FACILITIES PROHIBITED

Except as herein provided, no Person shall construct or maintain any privy, privy vault, septic tank cesspool or other facility intended or used for disposal of Sewage other than as specified in **SECTION R 10.06** through **SECTION 10.15** or in **SECTION 10.16** through **SECTION 10.19** of this Ordinance.

SECTION R 10.08 MANDATORY CONNECTION TO SYSTEM

The owner of any Structure in which Sewage Originates and for which there is Available Public Sanitary Sewer (*a Public Sanitary Sewer located in a right-of-way, easement, highway, street or public way, which crosses, adjoins or abuts, upon the property and passing not more than 200 feet at the nearest point from a Structure in which Sanitary Sewage Originates*) is hereby required, at his or her expense, to install suitable toilet facilities therein, and to connect such facilities directly with the Public Sewer, in accordance with the provisions of this Ordinance, when given official notice to do so.

- (a) Whenever possible, it is recommended that the Building Sanitary Sewer shall be brought to the Structure at an elevation below the basement floor. In all Structures in which the Building Sanitary Drain is too low to permit gravity flow to the Public Sanitary Sewer, Sanitary Sewage carried by such Building Sanitary Drain shall be lifted by a submersible sewage grinder pump or submersible sewage pump as approved by the Sewer Superintendent and discharged to the Building Sanitary Sewer.
- (b) All Structures existing prior to the Notice of Availability in which the existing elevation of the Building Sanitary Drain, where it exists the existing structure, cannot be connected by gravity to the Public Sanitary Sewer, as determined by the Township Engineer, shall be required to utilize a submersible sewage pump package. The Township shall give the Property Owner a credit against the sewer connection charge for the cost of these submersible pump packages (including pump, tank, controls, alarms and check valve). The amount of the credit shall be established by resolution of the Fruitland Township Board. The cost of connection of the pump package to the structure (including piping and code-approved electrical service), any charge for electricity, future maintenance, repair, and replacement shall be borne by the Property Owner.

SECTION R 10.09 MANDATORY CONNECTION OF PROPERTIES IN SPECIAL ASSESSMENT DISTRICT

All owners of Structures in which Sanitary Sewage Originates, now situated or hereafter constructed within a Special Assessment District, are hereby required at their expense to install suitable plumbing fixtures and connect such facilities directly with the Available Public Sanitary Sewer in accordance with the provisions of this Ordinance. The Township may require any such owners, pursuant to the authority conferred upon it by law or ordinance, to make such installations or connections, which must have the approval (during and after construction) of the Inspector.

SECTION R 10.10 CONNECTION DEADLINE

As a matter of public health, all connections to the System required hereunder, shall be completed no later than eighteen (18) months after the last to occur of the date of official notice by the Township to make said connections or the modification of a structure so as to become a Structure in which Sanitary Sewage Originates. Newly constructed structures required to connection shall be connected prior to occupancy thereof. Persons who fail to complete a required connection to the System within such eighteen (18) month period shall be liable for a civil penalty equal in amount to the User Charges that would have accrued and been payable had the connection been made as required.

SECTION R 10.11 ENFORCEMENT IN THE EVENT OF A FAILURE TO CONNECT

In the event a required connection to the System is not made within the time provide by **SECTION R 10.10**, the Township shall require the connection to be made immediately after notice given by first class or certified mail or by posting on the property. The notice shall give the approximate location of the available Public Sewer and shall advise the owner of the affected property of the requirement and enforcement provisions provided by Township ordinance and state law. In the event the required connection is not made within 90 days after the date of mailing or posting of the written notice, the Township may bring an action in the manner provided by law in a court of competent jurisdiction for a mandatory injunction or court order to compel the property owner to immediately connect the affected property to the available Public Sewer. The property owner shall be responsible for all of the costs and attorney fees associated with the Township's enforcement of this section. If unpaid, such costs and attorney fees may be assessed as a tax against the real property and collected as provided by law.

SECTION R 10.12 EXTENSIONS OF PUBLIC SEWER SYSTEM TO SERVICE NEW DEVELOPMENTS

- (a) The owner of premises located within the Township but no served by an available Public Sewer may elect to extend the Public Sewer and connect his premises thereto, subject to the conditions for sewer extensions set forth in **SECTION R 10.14**.
- (b) The owner (or developer) of lands in the Township proposed for development (whether by site condominium, subdivision, land division or otherwise) for which land use approval is received after the effective date of this Ordinance, shall be required to extend the Public Sewer and connect the premises so developed to the Public Sewer and connect the premises so developed to the Public Sewer subject to the conditions for

sewer extensions set forth in **SECTION R 10.14** if the distance measured in feet from the nearest edge of the proposed development to the nearest point of the Public Sewer when divided by the number of Units proposed for the development equals one hundred feet or less. This subsection 10.12 (b) shall not apply to lands improved by one single family residence located adjacent to the then existing terminus of the Public Sewer.

SECTION R 10.13 CONNECTION OF PREMISES NOT ABUTTING THE PUBLIC SEWER SYSTEM

Premises not abutting an existing Public Sewer shall be permitted to connect to the Public Sewer System only upon the consent of the Township Board. The consent of the Township Board shall be granted or denied by the Township Board in the exercise of its reasonable discretion and shall be based upon the continued availability of capacity in the Public Sewer System and other considerations deemed appropriate by the Township Board and consistent with this Ordinance, including, but not limited to, the terms of the County Agreement. To the extent an extension of the Public Sewer is required; the conditions set forth in **SECTION R 10.14** shall apply. In its discretion, the Township Board may require the person requesting the connection of a premises not abutting an existing Public Sewer to provide, at the sole expense of said person, an engineering report by a consulting engineer acceptable to the Township addressing the cost and feasibility of the proposed sewer service (and any sewer extension necessitated thereby) in the context of the foregoing considerations.

SECTION R 10.14 CONDITIONS FOR EXTENSION OF PUBLIC SEWER BY PROPERTY OWNER

If connection to the Public Sewer is required by **SECTION R 10.12(b)** of this Ordinance, but there is no available Public Sewer adjacent to the premises, or if a property owner elects to extend the Public Sewer, such extension shall be in accordance with the following requirements, unless modified by the terms of a written agreement between the Township and the property owner pursuant to **SECTION R 10.15**;

- (a) The sewer main shall be extended to the premises in a public right of way, or in an easement owned by the public to the premises in question. If the sewer is to be extended for the purpose of serving a new development, including but not limited to a site condominium, subdivision, or division of land which involves the installation of a new public or private road, the sewer main shall be extended throughout such new road so that the sewer abuts all units or lots within the development, within an easement dedicated to the public if not located in a public street right of way.
- (b) If a sewer main is extended to a premises, the main shall be installed across the entire frontage of the premises served, to the border of the adjacent premises. For developments for which a new public or private road is constructed, the sewer main shall be extended across the entire frontage of the development on the existing adjacent public or private road, in addition to being extended within the new road to all lots or units within the development. All sewer main extensions shall be located

within an easement dedicated to the public, if not located in a public street right of way.

- (c) The sewer main shall be constructed in accordance with specifications approved by the Township.
- (d) The design, planning and construction of the sewer main and related facilities shall comply with all State, County and Township requirements, approval procedures, and agreements.
- (e) Upon completion of the sewer main, verification by the Inspector that it has been properly constructed, and proof that all contractors have been paid for the cost thereof (including lien waivers if requested), the sewer main shall be dedicated to the Township, without cost to the Township. Upon acceptance of dedication, the Township shall thereafter be responsible for maintenance of the sewer main. The Township shall be assigned, or be a third party beneficiary of, all construction contracts and material and equipment warranties.
- (f) The person responsible for installing the sewer shall reimburse the Township for all costs incurred by the Township to review plans and specifications of the sewer extensions including, but not limited to, costs of the Township's engineer to review said plans and specifications, the cost of acquisition of right-of-way, if necessary, including attorney fees, appraisal fees, cost of land title research and all other expenses of any condemnation proceedings, and any costs incurred by the Townships' attorneys to prepare and/or review any necessary agreements or amendments relating to the sewer extension. The person responsible for installing the sewer shall pay an amount to the Township, in advance, at least equal to the estimated fees for such review and acquisition. Any excess not required to complete the improvements shall be refunded to the responsible party; any shortfall shall be paid before connection of any premises is permitted.
- (g) The entire cost of installation of the sewer main, including but not limited to engineering, construction, permits and restoration shall be paid by the owner or owners of the premises to whom sewer is being extended.
- (h) In addition to the extension of a sewer main as required, the owner of premises to be connected to the System shall reimburse the Township for the cost of making improvements to downstream facilities, which are necessary as a result of the additional connection proposed to be made by the owner of the premises or by a development which will be provided with public sewer, including but not limited to increasing the size of downstream sewer mains to provide sufficient capacity, increase in the capacity of lift stations, and increase in treatment capacity of the Sewage Treatment Facility. In such a situation, the responsible party and the Township shall enter into an agreement whereby the responsible party pays to the Township, in advance, an amount equal to at least the estimated cost of making such improvements. Any excess not required

to complete the improvements shall be refunded to the responsible party; any shortfall shall be paid before connection of any premises is permitted.

- (i) In its discretion, the Township Board may require the person requesting the extension or required to construct an extension to provide at the sole expense of said person an engineering report by a consulting engineer acceptable to the Township addressing the cost and feasibility of the proposed extension in the context of the foregoing conditions.
- (j) In the event that any sewer meter is installed in conjunction with any connection made under this section, whether at the direction of the Township or at the request of the owner of the premises, the owner of the premises upon which such meter is installed shall be responsible for insuring that such meter is properly calibrated, and shall provide proof of such calibration to the Township not less frequently than every six (6) months, or as often as may be required by the Township. The cost of calibrating any such meter shall be paid by the owner or owners of the premises upon which such meter is installed.

SECTION R 10.15 SEWER EXTENSION AGREEMENTS

The Township shall have the authority to negotiate agreements for sewer extensions with landowners, developers and other municipalities, with agreements may take into consideration issues of demand, benefit, capacity, necessity, timing and funding and may provide for construction advances, prepayment of rates and charges, pay back arrangements of up to 20 years and similar matters.

SECTION R 10.16 PRIVATE SEWAGE DISPOSAL FACILITIES

Where a Public Sewer is not available under the provisions of **SECTION R 10.06** through **SECTION R 10.15**, the Building Sewer shall be connected to private Sewage Disposal Facilities complying with all requirements of the Health Department and MDEQ.

SECTION R 10.17 CONNECTION TO PUBLIC SEWER; ABANDONMENT

At such time as the Public Sewer becomes available under the provisions of **SECTION R 10.08** to a property served by a private sewage disposal system, a Direct Connection shall be made to the Public Sewer in compliance with this Ordinance, and any private Sewage Disposal Facilities shall be abandoned and filled with suitable material.

SECTION R 10.18 OPERATION AND MAINTENANCE

The owner shall operate and maintain the private Sewage Disposal Facilities in a sanitary manner at all times, at no expense to the Township.

SECTION R 10.19 OPERATION AND MAINTENANCE

The owner shall operate and maintain the private Sewage Disposal Facilities in a sanitary manner at all times, at no expense to the Township.

SECTION R 10.20 PERMIT REQUIREMENT

No person, except a licensed and insured contractor authorized by the Township or the property owner, shall uncover, make any connection with or opening into, use, alter or disturb any Public Sewer or appurtenance thereof, without first obtaining a written permit from the Township. Before a general license or a particular permit may be issued for excavating for plumbing or drain lying in a public street, way or alley, the Person applying for such permit shall apply for and obtain a permit from the Township for such connection.

SECTION R 10.21 PERMIT APPLICATION

An owner of a structure in which Sewage Originates of his or her agent shall make application for a permit on a special form furnished by the Township. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Township and shall be accompanied by payment of the applicable Connection Fee determined in accordance with **SECTION R 10.37**, any civil penalty which has accrued pursuant to **SECTION R 10.10** above, the applicable permit fee, the plans and specifications of all plumbing construction within the premises, when requested, and all other information required by the Township.

SECTION R 10.22 APPROVAL OF APPLICATION

The approval of a permit application for connection to the System shall be subject to compliance with all terms of this Ordinance, rules and regulations of the County, Health Department and the MEDQ; and the availability of capacity in the System.

SECTION R 10.23 COST OF INSTALLATION OF BUILDING SEWER AND CONNECTION TO PUBLIC SEWER; INDEMNIFICATION

All costs and expenses incidental to the installation and connection of the Building Sewer shall be borne by the owner. The owner or the person installing the Building Sewer for said owner shall indemnify the Township from any loss or damage that may directly or indirectly be occasioned by the installation of the Building Sewer and connection to the Public Sewer.

SECTION R 10.24 INSPECTION

The applicant for connection of the Building Sewer shall notify the Township when the Building Sewer is ready for inspection and connection to the Public Sewer. The connection shall be made under the supervision of the Inspector or his or her representative. If the Inspector determines that the Building Sewer has been constructed and installed in accordance with the requirements of this Ordinance, the Building Sewer shall then be connected to the Public Sewer under the observation of the Inspector. The inspection shall include the installation of all required components, including without limitation, wiring, conduit, sealants, riser, discharge liens and related necessary appurtenances. The inspection required by this Section shall include the abandonment of the private Sewage Disposal Facilities in the manner required by this Ordinance and Health Department.

SECTION R 10.25 PUBLIC SAFETY REQUIREMENTS; RESTORATION

All excavations for Building Sewer installation and connection to the Public Sewer shall be adequately guarded with barricades 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, the County Road Commission and all other governmental entities having jurisdiction.

SECTION R 10.26 AVAILABILITY OF CAPACITY IN SYSTEM AND SEWAGE TREATMENT FACILITY

No connection to the Public Sewer will be permitted unless there is capacity available in downstream sewers, pump stations, interceptors, force mains, and the Sewage Treatment Facility, including the capacity for B.O.D.5 and suspended solids in the Sewage Treatment Facility, as determined by the Township and/or the County.

SECTION R 10.27 CONNECTION OF CERTAIN DRAINS PROHIBITED

No Person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a Building Sewer or Building Drain, which in turn is connected directly or indirectly to the System unless authorized in writing by the Township.

SECTION R 10.28 PROPERTY OWNER'S RESPONSIBILITY FOR REPAIRS, OPERATION AND MAINTENANCE

The Township shall not be responsible for the construction, operation, maintenance or repair of the Building Drain, Building Sewer, hookups, connections or leads, and any defect or blockage therein.

SECTION R 10.29 PROHIBITED DISCHARGE OF STORM WATER

No person shall discharge, or cause to be discharged, any storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters, to the Public Sewer unless authorized in writing by the Township.

SECTION R 10.30 PERMITTED DISCHARGE OF STORM WATER

Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designed as Combined Sewers or Storm Sewers, or to a natural outlet approved by the appropriate State agency and the Township.

SECTION R 10.31 PROHIBITED DISCHARGE TO THE PUBLIC SEWER

No Person shall discharge any waters or wastes to the System that are prohibited to be discharged by the Township, the County, MDEQ or the U.S. EPA.

SECTION R 10.32 DISCHARGE PERMIT LIMITATIONS

No Person shall discharge or cause to be discharged into the System any Sewage which would cause effluent from the Sewage Treatment Facility to exceed discharge limits established in the Discharge Permit issued for operation of the System.

SECTION R 10.33 REMEDIES; PRE-TREATMENT

If any waters or wastes are discharged, or are proposed to be discharged, to the System, which waters contain the substances or possess the characteristics prohibited by the Township or the County, and which waters, in the judgment of the Township or the County, may have deleterious effect upon the System and/or the Sewage Treatment Facility, its processes, equipment or receiving waters, or otherwise create a hazard to life or constitute a public nuisance, the Township may reject the wastes or require pretreatment to a level acceptable to the Township and County.

SECTION R 10.34 REVIEW AND APPROVAL OF PRE-TREATMENT FACILITIES

If the Township and the County permit 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 the County, and subject to the requirements of all applicable codes, ordinances and laws.

SECTION R 10.35 GREASE, OIL AND SAND INTERCEPTORS

Grease, oil and sand interceptors shall be provided when, in the opinion of the Township, they are necessary for the proper handling of liquid wastes containing great in excessive amounts, or any flammable wastes, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of any type and capacity approved by the Township and shall be located as to be readily and easily accessible for cleaning and inspection.

SECTION R 10.36 PUBLIC UTILITY BASIS; FISCAL YEAR

The System shall be operated and maintained by the Township on a public utility basis pursuant to the state law under the supervision and control of the Township Board. The Township Board may employ such person or persons in such capacity or capacities as it deems advisable or contract with another entity to carry on the efficient management and operation of the System and may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operations of the System. The System shall be operated on the same fiscal year as the Township.

SECTION R 10.37 CONNECTION FEE

The owner of all premises required by **SECTION R 10.06** through **SECTION R 10.15**, to connect to the System shall pay a Connection Fee.

- (a) **Computation.** The Connection Fee shall be computed in the following manner:
 - (1) For a Direct Connection to the Public Sewer System, the Connection Fee shall be a rate per Unit that is established by resolution of the Township Board from time to time.
 - (2) For an Indirect Connection to the Public Sewer System, the Connection Fee shall be a fractional rate per Unit that is

established by resolution of the Township Board from time to time.

- (b) **Special Assessments.** Those parcels located in a Special Assessment District and subject to a full special assessment on the Special Assessment Roll shall be deemed to have paid the Connection Fee; provided, however, that such credit shall not result in a full or partial refund of the special assessment paid or payable pursuant to the Special Assessment Roll, unless specifically established by the Township at the time the Special Assessment Roll was confirmed by the Township; provided further that a partial special assessment (levied for example, on a vacant lot) shall be offset against the Connection Fee.
- (c) **Payment.** The Connection Fee shall be paid in cash, to the extent not offset by a credit, prior to the issuance by the Township of a permit to connect to the Public Sewer pursuant to **SECTION R 10.21** through **SECTION R 10.28**, provided, however, that said charges for other than new construction may be payable in fifteen (15) equal installments with interest at the rate of 6% per annum on the unpaid balance. If paid in installments, the first installment of said connection charge shall be payable upon application for connection, and all subsequent installments plus interest shall be payable annually, and shall be placed upon the tax roll as a charge against the premises affected and such charge shall be collected and the lien thereof enforced in the same manner as ad valorem property taxes levied against such premises.
- (d) **Hardship deferrals.** The owner or owners of a single-family residence, in which residence said owner or owners reside and upon which a connection charge has been imposed, may submit a hardship application to the Township seeking a deferment in the partial or total payment of the connection charge provided herein, based upon a showing of financial hardship, subject to and in accordance with the following:
 - (1) The owners of the premises shall, under oath, complete a hardship application provided by the Township Board, and file said application, together with all other information and documentation reasonably required by the Township, with the township Board not less than 60 days prior to the due date of the annual installment of such charge. Any such deferment shall be for the current annual installment only. An application shall be completed and filed by each and every legal an equitable interest holder in the premises, excepting financial institutions having security interests in the premises.
 - (2) Hardship applications shall be reviewed by the Township Board, and after due deliberation of hardship applications, the township Board shall determine, in each case, whether there has been an adequate showing of financial hardship, and shall forthwith notify the applicants of said determination.

- (3) An applicant aggrieved by the determination of the Township Board may request the opportunity to appear before the Township Board in person for the purpose of showing hardship and presenting any argument or additional evidence. A denial of hardship following such a personal appearance before the Township Board shall be final and conclusive.
- (4) In the event that the Township Board makes a finding of hardship, the Township Board shall fix the amount of partial or total deferment of the charge so imposed, and in so doing, shall require an annual filing of financial status by each applicant, providing that upon a material change of financial status by each applicant, providing that upon a material change of financial status of an applicant, said applicant shall immediately notify the Clerk of the Township so that a further review of the matter may be made by the Township Board, and provided further that the duration of the deferment granted shall be self-terminating upon the occurrence of any one of the following events:
 - (a) A change in the financial status of any applicant which removes the basis for financial hardship;
 - (b) A Conveyance of any interest in the premises by any of the applicants, including the execution of a new security interest in the premises or extension thereof;
 - (c) A death of any of the applicants.
- (5) Upon a determination of the Township Board deferring all or part of the charges imposed, the owners of the premises shall, within one month after such determination, execute and deliver to the Township as the secured party a recordable security instrument covering the premises, guaranteeing payment of the deferred amounts on or before the death of any of the applicants, or, in any event, upon the sale or transfer of the premises. Said security interest shall guarantee payment of an amount necessary to cover all fees and charges deferred and all costs of installation and connection, if applicable, the consideration for said security interest being the grant of deferment pursuant to this Ordinance.

SECTION R 10.38 USER CHARGE

Sewer use charges for each single-family residential premises (one REU) and frequency of billing shall be established by resolution of the Township Board. Each user other than a single-family residence shall pay the single REU charge multiplied by a factor representing a ratio of sewage use by such class of users to normal single-family residential sewage use, as reflected in Appendix A, which may also be amended from time to time by resolution of the Township Board. The rates and charges shall be based upon a methodology that complies with the applicable federal and state statutes and regulations. The amount of the rates and charges shall be sufficient to provide for debt service and for the expenses of operation, maintenance and replacement of the system as necessary to preserve the same in good repair and working order. The amount of the rates and

charges shall be reviewed periodically and revised when necessary to insure system expenses are met and that all users pay their proportionate share of the operation, maintenance and equipment replacement expenses.

SECTION R 10.39 MISCELLANEOUS USER FEE

The Township may, from time to time, establish by resolution of the Township Board and impose on one ore more Users a Miscellaneous User Fee, as necessary, for miscellaneous service, repairs and related administrative costs associated with the System and the Sewage Treatment Facility and incurred, without limitation, as a result of the intentional or negligent acts of such User or Users, including for example, excessive inspection services not covered by the permit fee, costs of repairing and/or replacing damaged components of the System and the Sewage Treatment Facility, costs of abating a nuisance pursuant to **SECTION R 10.58** hereof, costs incurred by the Township to shut off and turn on sewer services, and costs of the Township's attorney or engineering fees for services related to any of the foregoing.

SECTION R 10.40 INSPECTION AND ADMINISTRATION FEE

The Inspection and Administration Fee shall be determined from time to time by resolution of the Township Board and shall be based upon the actual costs borne by the Township for inspection of connections to the System by the Township or Inspector.

SECTION R 10.41 UNPAID SEWER RATES AND CHARGES; PENALTY

If Sewer Rates and Charges are not paid on or before the due date then a penalty, in an amount which shall be established by resolution of the Fruitland Township Board, shall be added to the balance due.

SECTION R 10.42 UNPAID SEWER RATES AND CHARGES; REMEDIES

If Sewer Rates and Charges are not paid on or before the due date, the Township, pursuant to Act 178 of the Public Acts of Michigan of 1939, as amended, may:

- (a) Discontinue, or cause to be discontinued, the services provided by the System by disconnecting the Building Sewer from the System, 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;
- (b) Institute an action in any court of competent jurisdiction for the collection of the amounts unpaid, including penalties, interest and reasonable attorney fees; or
- (c) Enforce the lien created in **SECTION R 10.43** 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 equity.

Under no circumstances shall action taken by the Township to collect unpaid Sewer Rates and Charges, penalties and interest, invalidate or waive the lien created by **SECTION R 10.43** below.

Before disconnecting service, the Township shall give thirty (30) days written notice to the User at the last known address according to the Township records and the Township Tax Assessment Roll. The notice shall inform the User that the User may request an informal hearing to present reasons why service should not be disconnected.

SECTION R 10.43 LIEN

The Sewer Rates and Charges shall be a lien on the respective premises served by the System. Whenever any Sewer Rates and Charges shall remain unpaid on November 1, they shall be considered delinquent. The Township shall certify all delinquent Sewer Rates and charges and penalties thereon each year as of November 10, to the tax assessing officer of the Township, who shall enter the delinquent Sewer Rates and Charges, interest and penalties, together with an additional penalty equal to 15% of the total, upon the next tax roll as a charge against the premises affected and such charge shall be collected and the lien thereon enforced in the same manner as ad valorem property taxes levied against such premises.

SECTION R 10.44 NO FREE SERVICE

No free service shall be furnished by the System to any Person, public or private, or to any public agency or instrumentality.

SECTION R 10.45 RENTAL PROPERTIES

A lien shall not attach for Sewer Rates and Charges to a Premises which is subject to a legally executed lease that expressly provides that the tenant (and not the landlord) of the premises or a dwelling unit thereon shall be liable for payment of Sewer Rates and Charges, effective for services which accrue after the date an affidavit is filed by the landlord with the Township. This affidavit shall include the names and addresses of the parties, the expiration date of the lease and an agreement by the landlord to give the Township thirty (30) days written notice of any cancellation, change in or termination of the lease. The filing of the affidavit by the landlord shall be accompanied by a true copy of the lease and a security deposit in the amount equal to the User Charge for the preceding annual billings. Upon the failure of the tenant to pay the Sewer Rates and Charges when due, the security deposit shall be applied by the Township against the unpaid balance, including interest and penalties. The tenant shall immediately make sufficient payment to the Township to cover the amount of the security deposit so advanced. Upon the failure of the tenant to do so within ten (10) days of said advance, the penalties, rights and remedies set forth in **SECTION R 10.41** and **SECTION R 10.42** of this ordinance shall be applicable with respect to the unpaid Sewer Rates and Charges, including interest and penalties. The security deposit shall be held by the Township without interest and shall be returned to the landlord upon proof of termination of the lease.

SECTION R 10.46 CANCELLATION OF PERMITS; DISCONNECTION OF SERVICE

Applications for connection permits may be canceled 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 Sewer Rates and Charges.
- (c) Failure to keep Building Sewers and Control Manholes in a suitable state of repair.
- (d) Discharges in violation of this Ordinance.
- (e) Damage to any part of the System.

SECTION R 10.47 SECURITY DEPOSIT

If the sewer service supplied to a User has been disconnected for nonpayment of Sewer Rates and Charges, service shall not be reestablished until all delinquent Sewer Rates and Charges, interest and penalties, and the turn on charge has been paid. The Township may, as a condition to reconnecting said service, request that a sum equal to the User Charge for the preceding four billing periods be placed on deposit with the Township for the purpose of establishing or maintaining any User's credit. Said deposit shall not be considered in lieu of any future billing for Sewer Rates and Charges. Upon the failure of the User to pay the Sewer Rates and Charges when due, the security deposit shall be applied by the Township against the unpaid balance, including interest and penalties. The User shall immediately make sufficient payment to the Township to reinstate the amount of the security deposit so advanced. Upon the failure of the User to do so within ten (10) days of said advance, the penalties, rights and remedies set forth in **SECTION R 10.41, R 10.42 and R 10.45** of this Ordinance shall be applicable when respect to any unpaid Sewer Rates and Charges, including interest and penalties. The security deposit shall be held by the Township without interest and shall be returned to the User upon continued timely payments by the User of all Sewer Rates and Charges as and when due, for a minimum of four consecutive quarters.

SECTION R 10.48 BILLING ADDRESS

Bills and notices relating to the conduct of the business of the Township will be mailed to the User at the address listed on the permit application filed pursuant to **SECTION R 10.21** unless a change of address has been filed in writing at the business office of the Township; and the Township shall not otherwise be responsible for delivery of any bill or notice, nor will the User be excused from non-payment of a bill or from any performance required in said notice.

SECTION R 10.49 INTERRUPTION OF SERVICE; CLAIMS

The Township shall make all reasonable efforts to eliminate interruption of service, and when such interruption occurs, will endeavor to reestablish service with the shortest possible delay. Whenever service is interrupted for purpose of working on the System, all Users affected by such interruption will be notified in advance whenever it is possible to do so. The Township shall, in no event, be held responsible for claims made against it by reason of the breaking of any mains or service pipes, or by reason of any other interruption of the service caused by the breaking of machinery or stoppage for necessary repairs; and no person shall be entitled to damages nor have any portion of payment refunded for any interruption.

SECTION R 10.50 ESTIMATED RATES; SUFFICIENCY

The User Charges established shall be sufficient to provide for the Cost of Operation and Maintenance and payment of Debt of the System and as are necessary to preserve the same in

good repair and working order. Such rates shall be fixed and revised by resolution of the Township Board from time to time as may be necessary to produce these amounts.

SECTION R 10.51 REVENUES; DEPOSITORY

The revenues of the System shall be collected and deposited by the Township and, after payment to the County for costs incurred by the County in accordance with the County Agreement, may be maintained in separate accounts for the System. All moneys belonging to any of the System accounts may be kept in one bank account.

SECTION R 10.52 INVESTMENT OF FUNDS

Moneys in any fund or account established by the provisions of this Ordinance may be invested in the manner provided in the Township Investment Policy, subject to the limitations set forth in Act 94, Public Acts of Michigan of 1933, as amended. Income received from such investments shall be credited to the fund from which said investments were made.

SECTION R 10.53 NOTICE AND CLAIM PROCEDURES APPLICABLE TO OVERFLOW OR BACKUP OF THE PUBLIC SEWER SYSTEM

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 Public Sewer System, which, as defined in Act 222, shall be referred to for purposes of this Section as a “Sewage Disposal Event”). To afford property owners, individuals and the Township greater efficiency, certainty 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:

- (a) A Claimant is not entitled to compensation unless the Claimant notifies the Township of a claim of damage or physical injury, in writing, within 45 days after the date the damage or physical injury was discovered by the Claimant, or in the exercise of reasonable diligence should have discovered by the Claimant.
- (b) The written notice under subsection (a) 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 the 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.
- (c) The written notice under subsection (a) shall be sent to the Township Supervisor, who is hereby designated as the individual at the Township to receive such notices pursuant to Section 19 of Act 222.
- (d) 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 claim that complies with subsections (a), (b) and (c), the Township Supervisor shall provide the Claimant with a written explanation of the notice requirements of subsections (a), (b) and (c) sufficiently detailed to allow the Claimant to comply with said requirements.

- (e) 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).
- (f) If the Township receives a notice from a Claimant, 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.
- (g) Prior to a determination of payment or compensation by the Township, the Claimant shall provide to the Township additional documentation and proof that:
 - (1) At the time of the Sewage Disposal System Event, the Township owned or operated, or directly or indirectly discharged into, that portion of the Public Sewer System that allegedly caused damage or physical injury;
 - (2) The Public Sewer System had a defect;
 - (3) The Township knew, or in the exercise of reasonable diligence, should have known, about the defect in the Public Sewer System;
 - (4) 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 Public Sewer System; and
 - (5) The defect in the Public Sewer 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.
- (h) 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:
 - (1) An obstruction in a Building Drain or a Building Sewer that was not caused by the Township; or,
 - (2) A connection of 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 discharge 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 Public Sewer System.

- (i) 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.
- (j) To facilitate compliance with this Section, the Township shall make available to the public information about the notice and claim procedures under this Section.
- (k) The notice and claim procedures set forth in this Section shall be applicable to a Sewage Disposal System Event involving the Public Sewer System.
- (l) The Township does not own or operate any Storm Sewer, Storm Drain or combined sewer and, accordingly, the notice and claim procedures set forth in this Section, with the exception of subsection (e), do not apply to a Sewage Disposal System Event involving a Storm Sewer, Storm Drain or a combined sewer.
- (m) 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 of Act 222 shall control.
- (n) 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.
- (o) Any word, term or phrase used in this Section, if defined in Act 222, shall have the same meaning provided under Act 222.

SECTION R 10.54 INSPECTION BY TOWNSHIP

The duly authorized representatives, employees or agents of the Township, including, but not limited to, the Township Supervisor, the Township's engineer, the Inspector or his/her designee, the Health Department, authorized County officials, and representatives of the MDEQ bearing proper identification shall be permitted to enter at any time during reasonable or usual business hours in and upon all properties served by the System for the purposes of inspection, observation, measurement, sampling, testing and emergency repairs in accordance with the provisions of this Ordinance. Any Person who applies for and receives sewer services from the Township shall be deemed to have given consent for all such activities including entrance upon that Person's property.

SECTION R 10.55 DAMAGE TO SYSTEM

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 Public Sewer.

SECTION R 10.56 NOTICE TO CEASE AND DESIST

Except for violations of **SECTION R 10.55** 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 R 10.57 CIVIL INFRACTION

Any violation of **SECTION R 10.55**, or any violation beyond the time limit provided for in **SECTION R 10.56**, shall be a municipal civil infraction. Each day that such violation occurs shall constitute a separate offense. Any person violating any of the provisions of this Ordinance shall, in addition, become liable for any expense, including reasonable attorney fees, loss, or damage occasioned because of such violation.

SECTION R 10.58 NUISANCE; ABATEMENT

Any Nuisance or any violation of this Ordinance is deemed to be a nuisance per se. The Township in the furtherance of the public health may enforce the requirements of this Ordinance by injunction or other remedy and is hereby empowered to make all necessary repairs or take other corrective action necessitated by such nuisance or violation. The Person who violated the Ordinance or permitted such nuisance or violation to occur shall be responsible for the Township for the costs and expenses, including reasonable attorney fees, incurred by the Township in making such repairs or taking such action as a Miscellaneous User Fee.

SECTION R 10.59 LIABILITY FOR EXPENSES

Any person violating any of the provisions of this Ordinance shall become liable to the Township and their authorized representatives for any expense, including reasonable attorney's fees, loss, or damage incurred by the Township by reason of such violation.

SECTION R 10.60 REMEDIES ARE CUMULATIVE

The remedies provided by this Ordinance shall be deemed to be cumulative and not mutually exclusive with any other remedies available to the Township.

SECTION R 10.61 REPEAL OF CONFLICTS

All ordinances or parts of ordinances in conflict herewith and relating to the Public Sewer are hereby repealed.

SECTION R 10.62 SEVERABILITY

The validity 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.

SECTION R 10.63 STATE AND FEDERAL LAW REQUIREMENTS

If any provision of applicable state or federal law imposes great restrictions than are set forth in this Ordinance then the provisions of such state or federal law shall control.

SECTION R 10.64 SECTION HEADINGS

Section headings used in this Ordinance are for convenience of reference only and shall not be taken into account in construing the meaning of any portion of this Ordinance.

SECTION R 10.65 RESERVATION OF RIGHT TO AMEND

The Township specifically reserves the right to amend this Ordinance in whole or in part, at one or more times hereafter, or to repeal the same, and by such amendment to repeal, abandon, increase, decrease, or otherwise modify any of the Sewer Rates and Charges herein provided.

SECTION R 10.66 PUBLICATION

A true copy or a summary of this Ordinance shall be published in a newspaper of general circulation within the boundaries of the Township qualified under state law to publish legal notices within thirty (30) days after the adoption of the Ordinance by the Township. This Ordinance shall be recorded in the minutes of the Township Board of the meeting at which the Ordinance was adopted and, in addition, shall be recorded in the Ordinance Book of the Township.

SECTION R 10.67 EFFECTIVE DATE

This Ordinance shall become effective within thirty (30) days of publication.

ADOPTION DATE: FEBRUARY 20, 2012

PUBLICATION DATE: FEBRUARY 26, 2012

EFFECTIVE DATE: MARCH 27, 2012