

**TOWNSHIP OF NOTTAWA  
ISABELLA COUNTY, MICHIGAN**

**Ordinance No. 8-2-2021-1**

**ORDINANCE AMENDING THE TOWNSHIP OF NOTTAWA ORDINANCE TO  
REGULATE THE CONNECTION, USE, OPERATION AND MAINTENANCE  
OF THE NOTTAWA TOWNSHIP WASTEWATER TREATMENT SYSTEM.**

**TOWNSHIP OF NOTTAWA ORDAINS:**

**Section 1.** Sec. 4.19, entitled "*Contractor Requirements*," of ARTICLE 4, "*Building Sewers and Connections to the Public Sewer*," of "*The Township of Nottawa Ordinance to Regulate the Connection, Use, Operation and Maintenance of the Nottawa Township Wastewater Treatment System*" is hereby amended to read as follows:

**Sec. 4.19      Contractor Requirements.**

Any contractor or plumber desiring to construct a Service Connection or uncover, make any connection with, or disconnection from, or opening into, use, alter or disturb any public sewer or appurtenances thereof, must first secure a license from the Township. The Township license shall not be valid until signed and dated by the Superintendent or his or her designee and shall be valid for one year unless renewed in accordance with the terms of this Section. An applicant for a license shall: submit a copy of its current plumbing or other applicable license, if any, with the State of Michigan; pay a license fee in an amount as established by the Township Board from time to time; and, as a condition of the license's issuance, the licensee shall agree to indemnify and save harmless the Township and its officers and employees, as well as the owner of the premises upon which the work occurs, against all damages, costs, expenses, outlays and claims of every nature and kind arising out of mistakes or negligence on the part of the licensee in connection with the Service Connection installation and connection, or disconnection or other use, alteration or disturbance of any public sewer or appurtenances thereof. The licensee shall also provide to the Township prior to issuance of the license, evidence of public liability insurance insuring the interests of the Township, the property owner, and all persons, for all damages caused by accidents attributable to the work, with limits of \$100,000 for one (1) person, \$300,000 for bodily injuries per accident, and \$100,000 for property damages. Thirty (30) days' prior written notice of cancellation of licensee's public liability insurance shall be given to the Township and written evidence of this notice requirement shall be provided to the Township prior to the issuance of the license. As a condition of the license's issuance for all projects in excess of \$10,000.00, the licensee will provide to and deposit with the Township a license/permit bond or irrevocable letter of credit, in an amount as established by the Township Board from time to time, conditioned that the licensee will faithfully complete any work involving the public sewer or appurtenances thereof 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. The bond/letter of credit and

insurance provided for herein shall remain in force during the term of the license and any renewal thereof. Any subcontractor to a licensed contractor or plumber must also obtain a license from the Township and comply with all requirements of this Section 4.19. An applicant for renewal of a Township license shall submit an application for such license renewal to the Township in accordance with the provisions of Section. If an applicant fails to file its application for renewal at least 30 days prior to the expiration of its current Township license, the Township shall not be required to approve or disapprove the Township license before the expiration of the current license.

The Township reserves the right to revoke the permit of any person who, in the Township Board's sole judgment, is not performing work with proper care and skill and in accordance with the laws, rules, and regulations pertaining to the sewer system. As a condition of securing a permit, the Township may require that the person applying for the Township license attend a training session on the proper procedures and equipment for making connections to the sewer system, including training regarding the Township's approved Grinder Pump Systems and/or STEP Systems.

**Section 2.** Sec. 7.09, entitled "*Billing*," of Article 7, "*Fees and Charges*," of "*The Township of Nottawa Ordinance to Regulate the Connection, Use, Operation and Maintenance of the Nottawa Township Wastewater Treatment System*" is hereby amended to read as follows:

**Sec. 7.9      Billing.**

Billing for wastewater service shall be the Township's responsibility. All bills shall be rendered monthly. Bills shall be prepared and mailed to the customer of record as closely as possible to the billing cycle. The failure to receive a bill shall not excuse a failure to pay a bill and any penalty shall accrue thereon as though such bill had been received. Bills for premises having special rates, unusual charges, or unique circumstances may be billed monthly at rates as established by action of the Township Board.

All bills shall be payable on or before the due date without discount. Payments received by the Township shall be applied for payment on any outstanding balance owed on the account prior to being applied to current charges.

**Section 3.** Sec. 7.09, entitled "*Initial Billing*," of Article 7, "*Fees and Charges*," of "*The Township of Nottawa Ordinance to Regulate the Connection, Use, Operation and Maintenance of the Nottawa Township Wastewater Treatment System*" is hereby amended to read as follows:

**Sec. 7.10      Initial Billing.**

Billing shall begin based on the earliest of one of the following conditions:



- (A) The date that a certificate of occupancy is issued for a new structure;  
or
- (B) The date that the connection to the Building Sewer and sewer connection is approved by the Inspector; or
- (C) Ninety (90) days after the date of official notice to connect as provided in Sec. 3.4 of this Ordinance is mailed.

If the date occurs during the billing cycle, costs will be prorated accordingly.

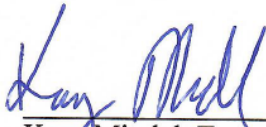
**Section 4. Validity and Severability.** The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

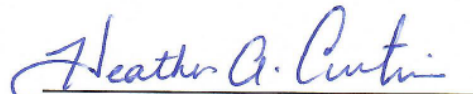
**Section 5. Repealer Clause.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 6. Savings Clause.** This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

**Section 7. Effective Date.** This ordinance shall take effect (30) days after publication.

Ordinance Adopted and Signed August 2, 2021

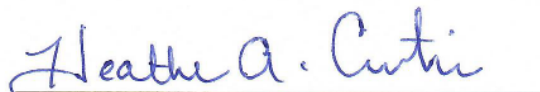
  
Kory Mindel, Township Supervisor

  
Heather A Curtiss, Township Clerk

### **CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of an Ordinance duly adopted by the Township Board of the Township of Nottawa, Isabella County, Michigan, at a meeting held on August 2, 2021.

DATED: Aug. 2, 2021

  
Heather A Curtiss, Township Clerk