

FINAL DRAFT HIGHLIGHTING REVISIONS

TOWNSHIP OF RAY

MACOMB COUNTY, MICHIGAN

ORDINANCE NO. 71

GARBAGE COLLECTION AND DISPOSAL ORDINANCE

TITLE

AN ORDINANCE securing the public health, safety and general welfare of the residents and property owners of Ray Township through the establishment and implementation of a program for refuse collection and disposal by a single waste hauler for all residential dwelling units; to provide for the selection of a waste hauler; to provide for services to be rendered by the waste hauler; to establish collection schedules and procedures; to authorize special collections; to prohibit the unlawful transportation of refuse; to provide penalties for the violation thereof and to repeal any ordinances and/or resolutions in conflict therewith.

THE TOWNSHIP BOARD OF THE TOWNSHIP OF RAY, MACOMB COUNTY, MICHIGAN, ORDAINS:

SECTION 1. SHORT TITLE

This Ordinance shall be known and cited as the "Ray Township Garbage Collection and Disposal Ordinance."

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SECTION 2. FINDINGS AND PURPOSE

The Township Board has determined that a single hauler waste collection and disposal program for single family dwellings would protect the public health and be in the best interest of the Township. In order to facilitate the single hauler waste collection and disposal program, the Township shall select such waste hauler on a sealed competitive bid basis and award the selected waste hauler the exclusive designation of "Township of Ray Waste Hauler" for the single hauler waste collection and disposal program. The waste hauler shall have the demonstrated ability and capacity to provide a high level of quality service to single family dwellings within the Township.

SECTION 3. ENABLING AUTHORITY

This Ordinance is adopted in accordance with and pursuant to Act 116, Public Acts of 1923, as amended; Act 179, Public Acts of 1947, as amended; Act 188 of Public Acts of 1954, as amended and Act 92 of Public Acts of 1955, as amended.

SECTION 4. DEFINITIONS

For the purpose of construction and application of this Ordinance, the following definitions shall apply:

A. "Brush" shall mean tree trimmings and shrubbery trimmings not exceeding one (1") inch in diameter.

B. "Commercial Refuse" shall mean the rejected, unwanted, discarded or abandoned material generated by commercial establishments and uses such as office buildings, personal service establishments, technical and scientific research facilities, professional service offices, clinics, churches and the waste from industrial and institutional

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establishments.

C. "Construction Debris" shall mean all unwanted, rejected, discarded or abandoned materials resulting from the alteration, repair, demolition or construction of buildings or structures.

D. "Garbage" shall mean rejected food wastes including waste accumulation of animal, fruit or vegetable matter used or intended for food or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetable.

E. "Hazardous and Flammable Materials" shall mean those materials which are explosive or which would be hazardous to the health, safety and welfare of any haulers or workers or to those employees in the operation of an incinerator plant for the disposal of refuse. These materials would, by way of illustration, but not by limitation, include and be similar to the following: gasoline, fuel oil, kerosene and other petroleum products as well as chemical products, including a large volume of pressurized containers, that would be dangerous to the operation of an incineration process and industrial products that would be hazardous or dangerous to the operation of an incineration process.

F. "Hazardous Waste" shall mean, waste or a combination of waste and other discarded material including solid, liquid, semi-solid or contained gaseous material which because of its quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or increase in serious or irreversible illness or serious incapacitating, but reversible illness, or pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of, or otherwise managed.

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Waste from an institution such as hospital or an institution of a like nature, and waste from pharmaceutical establishments and doctors offices that do not fall into the classification of garbage, food products, paper and trash, shall be considered hazardous waste.

G. "Owner/Occupant" shall mean, unless the Township is notified in writing to the contrary, the person whose name appears on the most recent tax assessment roll of the Township.

H. "Person" shall mean any individual, firm, owner, occupant, tenant, corporation, partnership, limited liability company, association or joint venture responsible for the premises.

I. "Recyclables" shall mean a specific garbage, rubbish or solid waste that is required to be picked up separately for the purpose of recycling. These items shall include, but not be limited to, newspapers, glass containers, metal cans, Type 1 and Type 2 plastics, and household batteries.

J. "Refuse" shall mean garbage, rubbish, recyclables, solid waste, yard waste, and brush. Refuse shall not include construction debris, hazardous waste or hazardous and flammable materials.

K. "Residential dwelling unit" shall mean all structures, buildings, premises and/or realty utilized for residential purposes including, but not limited to, single family homes, site condominiums, condominiums, town houses, apartments, duplexes and group homes. The term "residential dwelling unit" shall only include those structures, buildings

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and premises that dispose of refuse through the use of curbside service and shall not include refuse disposal which utilizes dumpsters or other non-curbside containers.

L. "Rubbish" shall mean waste paper, household plastic, empty tin cans and glass containers, if cleaned of contents, wood or wood products of under three (3") inch diameter and three (3') feet in length, paper products, books, magazines, glass, crockery, stone, concrete and similar materials.

M. "Solid Waste" shall mean putrescible and non-putrescible solid wastes, except body wastes and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, and municipal sludges, but does not include ferrous or non-ferrous scrap directed to a scrap metal processor or to a reuser of ferrous or non-ferrous products.

N. "Special Collection" shall mean any collection of refuse at a time other than the regularly scheduled once per week collection, or of a volume or quantity of refuse exceeding the limitations of this Ordinance whether requested by an owner or occupant or done by the Township to eliminate a violation of Township Ordinances.

O. "Supervisor" shall mean the Supervisor of the Township of Ray or his/her duly appointed agent or representative.

P. "Township" shall mean the Township of Ray.

Q. "Yard Waste" shall mean materials resulting from landscaping for collection for composting. Residential grass clippings, leaves, weeds, twigs, pruning, shrub clippings, garden waste, old potting soil and dirt incidental to minor yard work.

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SECTION 5. PROHIBITED CONDUCT

It shall be unlawful for any person, or the owner, occupant, tenant or lessee of, any residential dwelling unit within the Township of Ray to dispose of, store, collect, haul or transport refuse or other materials in contravention to this Ordinance.

It shall be unlawful for any person, or the owner, occupant, tenant or lessee of any residential dwelling unit within the Township to dispose of or attempt to dispose of refuse in a receptacle in contravention to this Ordinance.

It shall be unlawful to mix refuse in any container with construction debris, commercial refuse, hazardous waste, non-burnable materials or with hazardous and flammable materials.

SECTION 6. CONTAINMENT OF REFUSE

A. All persons within the Township who shall place for disposal, removal or collection the following items shall do so in strict conformity with the following regulations:

- (1) *Solid waste* shall be separated and contained in a Township - **approved** ~~solid waste bag, or in any other acceptable solid waste container. clearly marked with a Township solid waste tag.~~
- (2) *Yard waste* shall be separated and contained in a Township - **approved** ~~yard waste bag, or in any other acceptable yard waste container. -clearly marked with a Township yard waste tag.~~

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- (3) *Special collection.* All special refuse shall be separated and must be removed using an approved method. Approved methods shall be limited to:
- a. Arrangements with a licensed collector; **or**
 - b. Transport to a Township-designated collector and transfer site;
or
 - c. ~~By tagging the debris with a Township special refuse tag.~~
- (4) *Bulk rubbish.* All bulk rubbish, such as cardboard containers, wooden crates and similar rubbish shall be separated and shall be flattened and tied in bundles or packed in suitable containers of a size that may be readily handled by one collector, and in no case shall such bundle or container be larger than three (3) feet by three (3) feet by four (4) feet, nor weigh more than fifty (50) pounds. ~~and clearly marked with a Township special refuse tag.~~
- (5) *Brush.* All brush shall be separated and placed at the curb without being bound.
- (6) *Commercial refuse.* All commercial refuse shall be collected by licensed collectors privately contracted for by the industrial user, and shall otherwise comply with this Ordinance.
- (7) *Construction and demolition debris.* All construction and demolition debris shall be separated and collected by licensed contractors

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privately contracted for by the person who produced the waste, and shall otherwise comply with this Ordinance.

(8) *Hazardous waste.* All hazardous waste shall be separated and collected by licensed collectors privately contracted for by the person who produced the waste, and shall otherwise comply with this Ordinance.

(9) *Medical waste.* All medical waste shall be separated and disposed of in accordance with any and all applicable state and federal regulations, and shall be collected by licensed contractors privately contracted for by the person who produced the waste, and shall otherwise comply with this Ordinance.

B. ~~Items not put in a prepaid Township bag or tagged with a prepaid Township tag will not be picked up unless otherwise provided herein.~~ The collection of municipal solid waste or recyclables is conditioned upon the observance of all provisions of this Ordinance. Collection is subject to weather and other conditions beyond the Township's control.

C. Specifications for Township **approved containers** ~~bags and/or tags and their use~~ shall be promulgated by the Township **Board.** ~~Supervisor.~~

D. ~~The prices for the various bags and tags shall be determined by resolution of the Township Board.~~

E. ~~The Township or its authorized representative may sell Township solid waste or yard waste bags and/or tags to individuals and/or to participating retail sales~~

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~~establishments. Participating sales establishments shall sell the bags or tags for not more than the price specified by the Township board. However, the appropriate sales tax may be charged by the retail establishment if so required by state or federal law.~~

———F. D. The gross weight of the solid waste or yard waste bags, when filled with waste, shall not exceed fifty (50) pounds.

SECTION 7. CONSTRUCTION DEBRIS

It shall be the duty of the owner/occupant of a residential dwelling unit to maintain the site clean and free of excess debris during construction and to remove from the premises within a reasonable time after the completion of such construction work, all surplus construction material and all refuse building material. Such materials shall be removed from the Township or disposed of within the Township in accordance with the direction of the Township Supervisor or his authorized representative. Such materials shall not be placed for the normal weekly collection.

SECTION 8. LARGE BULKY ITEMS

An owner/occupant of a residential dwelling unit who has large bulky items for disposal, such as washing machines, dryers, water heaters and similar refuse, may have such items picked up in accordance with special arrangements being made in advance with the authorized waste hauler, which arrangements shall include the time and place of pick-up. It shall be the responsibility of the owner/occupant to have the refuse at the location designated by the waste hauler prior to the time of collection. Waste haulers shall not enter buildings or structures for collection of large bulky items or related refuse. Collection of

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large bulky items may be subject to additional charges. Such charges shall be the responsibility of the owner/occupant and billed in accordance with procedures as established by resolution of the Township Board.

SECTION 9. HAZARDOUS WASTE

Hazardous waste shall not be collected by the authorized waste hauler on the normal, regular weekly pick-up. Lawful and proper disposal of hazardous waste shall be the responsibility of the owner/occupant of the residential dwelling unit.

SECTION 10. COLLECTION SCHEDULE

Every residential dwelling unit within the Township shall have its refuse collected according to the district in which they are located and in accordance with collection schedule established by the Township Board. Such schedule may be modified by resolution of the Township Board. In event the Township or the authorized waste hauler has a legal holiday within any calendar week, the refuse will be collected the following day excluding holidays and Sundays, unless published to the contrary.

SECTION 11. RATES; BILLING FOR REFUSE COLLECTION

The owner/occupant of a residential dwelling unit shall be charged at a rate per month for refuse collection and disposal as established by resolution of the Township Board from time to time.

A. Rates - The authorized waste hauler shall charge fees for collection and disposal of refuse placed for collection as established and set forth in the contract between the waste hauler and the Township. Rates for collection and disposal of refuse shall be

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set forth in a resolution adopted by the Township Board of Trustees and published in a newspaper of general circulation throughout the Township.

B. Billing - The authorized waste hauler shall send a quarterly invoice, in advance to each residential dwelling unit for which services are provided in the Township. Such invoice shall represent charges for services to be rendered in the following quarter. Unless otherwise specified by the Township, the invoice shall be delivered by regular mail at least two (2) weeks prior to the beginning of the quarter for which charges are imposed. The due date for payment shall be the last day of the month prior to the beginning of the quarter for which the charges are imposed. If the last day falls on a Saturday, Sunday or legal holiday, the due date shall be the next business day.

C. Delinquent Accounts - If the owner/occupant of a residential dwelling unit within the Township does not remit payment upon receipt of the charges for refuse collection and disposal prior to or on the due date as stated on the bill, an additional five (5%) percent charge shall be added to the amount due. The waste hauler may use appropriate legal action available for collection of delinquent billings.

It shall be the duty of any owner/occupant to notify the ~~Township~~ **waste hauler** if the premises is being vacated between billing periods and to pay for all services rendered based upon the number of collections and to pay for all charges for any other type of collection within a portion of a month being billed for the entire month. It shall be the duty of any owner/occupant entering into any premises within the Township to contact the ~~Township~~ **waste hauler** immediately in order that the new name of the person to be billed

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will be immediately registered and to avoid delays in collection. No charge shall be levied on any owner/occupant for a calendar month in which the premises are vacated for the entire month. No owner/occupant shall allow or place refuse for collection other than that which originates from their premises.

D. Payment of Charges - Payment for the charges contained in this Ordinance shall be made to the authorized waste hauler, unless the billing card or invoice sent for such service shall designate otherwise.

SECTION 12. AUTHORIZED WASTE HAULER

It shall be unlawful for any person, firm, partnership, corporation, association or other business entity to collect or haul garbage, rubbish, refuse or waste deposited for collection by residential dwelling units in accordance with this Ordinance unless the hauler is authorized by resolution of the Township Board.

SECTION 13. INDEMNIFICATION

The authorized waste hauler shall, at its sole cost and expense, fully indemnify, defend and hold harmless the Township, its Board Members, officers, boards, commissions and employees against any and all claims, demands, suits, judgments, executions, liability, expense, debt, damages or penalty whatsoever, or any amount paid in compromise thereof (including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by Township in connection therewith), arising out of or connected with the performance of waste hauling activities.

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SECTION 14. PERFORMANCE BOND

A. Required. An authorized waste hauler shall, at its sole cost and expense, obtain and maintain during the life of the contract, a corporate surety bond with a United States Surety Company authorized to do business in the State of Michigan and found acceptable by the Township attorney, in the amount of One Hundred Thousand (\$100,000.00) Dollars to guarantee full performance of its obligations and faithful adherence to all requirements of this Ordinance and all terms of any contract entered into with the Township. The authorized waste hauler shall provide this corporate surety bond to the Township at least thirty (30) days prior to commencement of its duties pursuant to its contract with the Township.

B. Rights Reserved. The rights reserved to the Township with respect to the bond are in addition to all the rights of the Township, whether reserved by this Ordinance, terms of the contract, or authorized by law; and no action, proceeding or exercise of a right with respect to such bond shall affect any other right the Township may have.

C. Required Endorsement. The bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor any intention not to renew be exercised by the surety until sixty (60) days after receipt by the Township by registered mail, a written notice of such intent to cancel or not to renew."

Receipt of the sixty (60) day notice shall constitute a material breach of any contract entered into between the waste hauler and the Township, granting the Township the right to call in the bond.

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SECTION 15. SELECTION OF AUTHORIZED WASTE HAULER

A sealed competitive bid procedure shall be utilized for the selection of an authorized waste hauler. The Township Board shall develop and approve the bid specifications. The Board may include in the bid specifications those requirements, conditions and specifications determined by the Board to be reasonably related to: “(a) promoting and protecting the public health, safety and welfare; (b) providing appropriate services to single family residential sites within the Township; (c) promoting the general understanding of and need for resource recovery, recycling and composting; (d) the collection and disposal of solid waste, recyclable material and yard waste from all single family residential sites; (e) a household hazardous waste collection and disposal program; (f) the rates and charges for the services of the authorized waste hauler for residential dwelling units within the Township; (g) procedures for the collection of rates and charges for services rendered or to be rendered to each residential dwelling unit by the authorized waste hauler; (h) a contractual obligation to provide collection and disposal service to residential dwelling units as requested at the rates and charges specified; (i) the submission of reports describing the volume of solid waste, recyclable materials and yard waste generated in the Township and the location of sites of generation, as well as other reports required by the Board to determine the efficiency and effectiveness of the proposed waste hauler collection and disposal program; (j) provisions for the termination by the Township of the waste hauler in the event of the failure of the performance of the waste hauler; (k) the rights of the Township in the event of a breach of contract by the waste hauler; (l) operational

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specifications for collection trucks and equipment, number of employees, maintenance facilities, container handling, schedules and routes, and citizens complaints; (m) the right of the Township to inspect the record and operations of the waste hauler; (n) a provision for a multi-media informational program with respect to resource recovery, recycling and composting; (o) a requirement that the waste hauler comply with applicable federal and state laws, ordinances, as well as rules and regulations related thereto; (p) a requirement that the waste hauler secure and maintain in good standing all permits and licenses required by federal and state law, local ordinance, as well as rules and regulations related thereto; (q) other miscellaneous requirements and provisions as may be specified by the Township Board, including but not limited to, dumpster service at municipal buildings and facilities, a recyclable material drop-off center and spring clean-up assistance.

SECTION 16. INSURANCE

A. Insurance Required - Any waste hauler hired by resolution of the Township Board shall at all times or for the term of the contract carry public liability, property damage, workers compensation and vehicle insurance in the form and amount set forth below. All insurance shall provide for a sixty (60) day notice to the Township in the event of a material alteration or cancellation of coverage prior to the effective date of such alteration or cancellation. Failure to provide or maintain insurance shall render any contract entered into between the Township and waste hauler null and void. Insurance requested herein shall be provided by an insurance company(s) licensed to conduct business in the State of Michigan with a current rating no less than "A" by A.M. Best Company and shall be

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approved by the Township and Township attorney. The authorized waste hauler shall procure and maintain during the life of the contract the following:

1. Workers Compensation Insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include employers liability coverage.
2. Commercial Automobile Liability Coverage, including Michigan No-fault Coverage for all vehicles used in the performance of the contract. Limited liability shall not be less than One Million (\$1,000,000.00) Dollars per occurrence combined single limits bodily injury and property damage. Commercial automobile liability coverage must include coverage for all autos, owned, non-owned and hired.
3. Commercial Liability Coverage, not less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars general aggregate; One Million (\$1,000,000.00) Dollars personal and advertising injury; One Million (\$1,000,000.00) Dollars products/completed operations aggregates; Five Hundred Thousand (\$500,000.00) Dollars fire damage to real property; and Five Thousand (\$5,000.00) Dollars medical payments. Coverage shall not exclude contractual liability, explosion, collapse or underground hazards.
4. Umbrella Liability, not less than Five Million (\$5,000,000.00) Dollars each occurrence and Five Million (\$5,000,000.00) Dollars general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in coverage.
5. Pollution Liability Coverage, occurrence or claims made forms are acceptable with limits not less than Two Million (\$2,000,000.00) Dollars each occurrence/aggregate

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or Two Million (\$2,000,000.00) Dollars general aggregate/per project. Coverage shall include clean-up costs, on and off the site including transportation, and liability to third parties.

B. Additional Insured - The Township shall be named as an additional insured on all policies. The authorized waste hauler shall provide the Township with a Certificate of Insurance evidencing such coverage upon the effective date of the contract and maintain on file with the Township a current certificate throughout the term of the contract.

C. Proof of Insurance - The authorized waste hauler shall supply a copy of all insurance policies required under this section no later than thirty (30) days prior to commencement of its duties pursuant to the contract with the Township.

SECTION 17. ENFORCEMENT

This Ordinance shall be enforced by the Ray Township Ordinance Enforcement Officer or other individual duly appointed by resolution of the Township Board.

SECTION 18. VIOLATION; PENALTY

Any person, firm or corporation who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a penalty of not to exceed Five Hundred and 00/100 (\$500.00) Dollars, or imprisonment in the Macomb County Jail for a period not to exceed ninety (90) days, or by both such fine and imprisonment.

SECTION 19. REPEAL OF CONFLICTING PROVISIONS

All resolutions, ordinances or parts thereof in conflict with the provisions of this

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Ordinance are to the extent of such conflict hereby repealed.

SECTION 20. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is for any reason held to be invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 21. PUBLICATION

A true copy of this Ordinance and a summary thereof shall be published in full in a newspaper of general circulation in the Township of Ray, thirty (30) days after its adoption.

SECTION 22. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days from and after publication of a true copy or summary thereof in a newspaper circulated within the Township of Ray, as provided by Section 21.

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CERTIFICATE OF TOWNSHIP CLERK

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Township Board of the Township of Ray, Macomb County, Michigan, at a meeting held on the 20 day of September A.D., 2005.

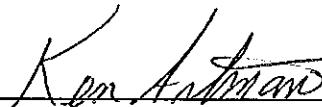
I hereby further certify that the following Township Board Members were present at the meeting: all

_____ and the following Township Board members were absent: None

_____ I further certify that Member John Zoccola moved for the adoption of the Ordinance, and that motion was supported by Member Rita Harman

I further certify that the following Township Board Members voted for the adoption of the Ordinance: All

_____ and that the following Township Board Members voted against adoption of the Ordinance: None

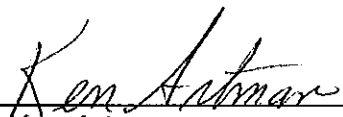


Ken Artman,
Ray Township Clerk

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CERTIFICATE OF PUBLICATION

I, the undersigned Township Clerk of the Township of Ray, do hereby certify that on Sep 28, 2005, a true copy or summary of the foregoing Ordinance was duly published in a newspaper having general circulation within Ray Township.



Ken Artman,
Ray Township Clerk