

VILLAGE OF MESICK
ORDINANCE 2007-02

RESIDENTIAL SOLID WASTE COLLECTION ORDINANCE

THE VILLAGE OF MESICK ORDAINS AS FOLLOWS:

Section 1. INTENT AND PURPOSE

1.1 Act 451 of the Public Acts of 1994, as amended, (Natural Resources And Environmental Protection Act, Part 115, Solid Waste Management MCI.324.11501 provides that a municipality shall assure that all solid waste is removed from sites of generation frequently enough to protect the public health, and delivered in solid waste disposal areas authorized to operate pursuant to Act 451. The Council of the Village of Mesick has determined that the collection of residential solid waste would most appropriately be undertaken at this time by the Village of Mesick, acting by and through contract with the private sector. Because residential solid waste collection directly affects the public health, safety and general welfare, the Village of Mesick shall contract with a single contractor in order to facilitate Village of Mesick governance and control of the residential solid waste program. In addition, the Council of the Village of Mesick has determined that it would be in the public interest if the private contractor were selected on a bid basis, requiring demonstration of the contractor's capability and strength to provide a high level of service to sites of generation within the Village of Mesick, and to promote and protect the public health, safety and welfare.

1.2 For purposes of establishing and carrying out a program of solid waste collection, and disposal, the Council of the Village of Mesick has adopted this Ordinance to provide standards and specifications for services to be provided, provide for administration of the program and operational specifications, and provide penalties for failure to comply with the provisions of this Ordinance.

Sec 2. DEFINITIONS.

2.1 As used in this Ordinance, the words and phrases listed below shall have the following meanings.

"Act 541 means Act No. 541 of the Public Acts of Michigan, 1994, as amended."

"Act 541 Plan (if any)" means the Wexford County Solid Waste Management Plan approved by the Wexford County Board of Commissioners, by two-thirds of the cities, villages and townships in the County and the Director of the MDEQ, pursuant to the

requirements and provisions of Act 541 and any updates thereof and any amendments thereto adopted in accordance with Act 451.

"Contractor" shall mean the individual, limited liability company, partnership, or corporation who or which agree, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in the Contract. The term contractor and the term "waste hauler" may be used interchangeably.

"Building materials refuse" shall mean rubbish from construction, remodeling, demolition and repair operations on houses and residential outbuildings when done by the homeowner and not by a contractor or commercial operator. Including but not limited to brick, plaster, lumber, wood, metal,, rubble, concrete, roofing and waste parts, occasioned by installations and repairs. It shall not include materials from new home construction (even when being performed by the homeowner) nor any hazardous waste or other waste not permitted in the landfill. "Construction debris" or "construction materials" have the same meaning as building materials refuse.

"Bulky wastes" shall mean large discarded items from residences within the Village of Mesick, such as boxes, barrels, crates, furniture, refrigerators, stoves, other household appliances and tires, except those items that are banned from direct disposal into a landfill.

"Commercial trash" shall mean any and all accumulations of paper, rags excelsior, wooden, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of residential refuse, generated by the operation of stores, offices and other business places. Commercial trash is not included in residential refuse.

"Garbage" shall mean discarded materials resulting from the handling, processing, storage, preparation, serving, and consumption of food, except for those items that are banned from direct disposal into the landfill.

"Hazardous Waste" means any material or substance which by reason of its composition or characteristics is: (1) Hazardous waste as defined in the Solid Waste Disposal Act, 42 USC, 6907, et seq., as amended, replaced or superseded, and the regulations implementing the same; or, (2) Material the disposal of which is regulated by the Toxic Substance Control Act, 15 USC, 2601, et seq., as amended, replaced or superseded, and the regulations implementing the same; or, (3) Special nuclear or biproducts material within the meaning of the Atomic Energy Act of 1954; or (4) Hazardous waste as defined in the Act No. 64 of the Public Acts of Michigan, 1979, and in Act 451 of 1994, and as amended from time to time, and as identified in administrative rules and regulations adopted by published resolution of the Village of Mesick from time to time and/or by Regulations

adopted by the Department of Environmental Quality.

"Household trash" shall mean any and all accumulations of the material from the operation of a home, which is not included within the definition of garbage, and building material refuse, except for those items that are banned from direct disposal into a landfill.

"Industrial wastes" shall mean any and all debris and waste products generated by canning, manufacturing, food processing (including restaurants), land clearing, building construction or alteration (except do-it-yourself projects), and public works type construction projects whether performed by a governmental unit or by Contract Industrial wastes are not included in residential refuse.

"Landfill" shall mean the Wexford County Landfill.

"Performance bond" shall mean the form of security approved by the Village of Mesick furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

"Residential refuse" shall refer to all building material refuse garbage, rubbish, and household trash as defined. It does not include bulky waste nor yard waste.

"Rubbish" shall refer to all non-putrescible solid wastes, including ashes, paper, cardboard, wood (other than yard waste), glass, crockery, cans bottles, rags, discarded clothing, and litter, except those items which are banned from direct disposal into the landfill.

"Solid waste" shall mean residential refuse and yard waste and bulky waste.

"Yard waste" refers to leaves, grass clippings, woods, hedge clippings, garden waste, twigs and brush, not exceeding two inches in diameter, four feet in length or fifty pounds per bag or bundle.

Sec. 3. GENERATORS OF SOLID WASTE

3.1 All residential solid waste intended for collection and/or disposal shall be stored and placed for pick-up and collection at the times and in the manner provided in rules and regulations adopted by duly published Resolution.

3.2 Yard wastes shall either be disposed of at the residence where generated in a manner which will not create a nuisance and or/be injurious to the public health, or, if part of the contracted for services, yard wastes shall be placed at the curb side or other designated location for pick-up, collection and delivery by the Waste Hauler in the manner provided by rules and regulations adopted by

duly published Resolution. This provision shall not prohibit an owner of a residence or other person or entity engaged in the business of providing landscaping services from removing yard wastes from a premise, provided, however, such a person shall be obligated to dispose of such yard wastes as provided by law.

3.3 No person shall dispose of any residential refuse materials generated at a residential premises within the Village of Mesick other than by means of the designated Waste Hauler awarded a contract by the Village of Mesick for such purpose. Except that the owner of a residential premise may personally remove or personally supervise the removal from time to time solid waste from such residential premises, provided, however, such owner shall be obligated to dispose of such solid waste in a lawful manner.

3.4 Commencing on _____ all solid waste (as limited by the contract with the Waste Hauler) generated at a residential premises within the Village of Mesick shall be collected and delivered to the designated Waste Hauler. Or if a contract with a company other than the designated Waste Hauler was in existence on or before _____ for the collection and disposal of solid waste from a residence, delivery of solid waste from that residence to the company specified in that contract may be continued for the duration of the contract, provided, however, such contract may be continued for the duration of the contract, provided, however, such contract shall be subject to verification by the Village of Mesick. In addition, residential refuse shall in all events be delivered to the designated Waste Hauler on and after _____ 2007.

3.5 The Village of Mesick shall, by resolution duly published, establish rules and regulations governing procedures for collection. Such procedures shall include the pick up schedule, and the manner, location and containers for storage and collection. Such rules and regulations shall be consistent with this Ordinance and consistent with the contract entered into between the Village of Mesick and the Waste Hauler. A failure to comply with such rules and regulations shall be a violation of this Ordinance.

3.6 The Waste Hauler shall deliver solid waste to a facility authorized to operate pursuant to Act 451 for disposal, and the Waste Hauler shall pay all disposal fees established for the particular licensed facility for any delivery of solid waste or other materials to such facility. The obligation to pay the disposal fee pursuant to this Ordinance shall be absolute and unconditional.

3.7 No person shall engage in the business of collecting, transporting, delivering, or disposing of solid waste generated within the Village of Mesick without first being authorized to do so by contract with the Village of Mesick as provided in this Ordinance or by Resolution.

3.8 The Waste Hauler shall comply with any Act 451 Plan and all applicable federal, state and county laws, statutes, rules and regulations in the collection, transportation and delivery of solid waste and recyclable materials.

3.9 A person shall not knowingly place hazardous waste at curb side or other designated location for collection, and a Waste Hauler shall not knowingly collect or deliver hazardous waste to a processing or disposal site.

Sec. 4. RATES AND PAYMENT TO THE VILLAGE FO MESICK FOR RESIDENTIAL REFUSE, YARD WASTE AND DISPOSAL SERVICs.

4.1 Rates for residential refuse and yard waste collection and disposal services shall be determined and established by the Village of Mesick based upon competitive bids in accordance with this Ordinance.

4.2 Following such bidding, the Village of Mesick shall adopt Resolutons from time to time specifying the rates. Such resolutions shall be publisihed in order to provide notice to the public.

4.3 The Village of Mesick shall send a billing, twice a year, as part of the property tax statement, in advance, to each residence in the Village of Mesick.

4.4 In order that funds may be available to pay the waste hauler, the first billing shall be for a period of nine months and each subsequent billing shall be for a period of six months.

4.5 The due day for payment shall be the same as for property taxes.

4.6 Such charges shall constitute a lien upon the property. If a payment is not made on or before the due dates, _____, a penalty in the amount of one(1) percent per month shall be added for each month or portion of a month payment has not been made in full. Moreover, if there is an outstanding balance owing to the Village of Mesick with respect to any property as of the first day of March in any year, such outstanding balance, together with all accrued penalties shall be placed upon the deliquent tax roll of the Village of Mesick, and shall accrue further interest and penalties, and shall be collected, in the manner made and provided for delinquent real property taxes in the Village of Mesick.

Sec 5. CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL.

5.1 The Village of Mesick Council shall develop contract specifications and a public bid procedure for the award of a contract

for solid waste collection and disposal in the Village of Mesick. A Waste Hauler shall be selected by the Village of Mesick Council to provide for the collection and disposal of solid waste in the Village of Mesick with respect to all existing and future residences and multiple dwellings in the Village of Mesick in accordance with this Ordinance, in accordance with the contract to be awarded, and in accordance with all applicable laws, ordinances, codes and regulations.

5.2 The Village of Mesick is authorized to include in bid specifications for the contract to be awarded those requirements and specifications determined by the Village Council and/or Supervisor to be reasonable related to:

- (a) Promoting and protecting the public health, safety and welfare.
- (b) Providing appropriate services to properties within the Village of Mesick.
- (c) Promoting the general understanding of and need for resource recovery, recycling and composting.

5.3 The contract to be awarded by the Village of Mesick Council to the Waste Hauler shall as a minimum, provide for:

- (a) The collection of residential refuse from single to four family dwellings.
- (b) Other miscellaneous services to be specified by the Village of Mesick Council as part of the bid process that may include yard waste and bulky waste collection and disposal.
- (c) Insurance and bonding requirements, including liability, Worker's Compensation and a performance bond.
- (d) The preparation and submission of reports by the Waste Hauler describing the volume and location of solid waste generated in the Village of Mesick, as well as other reports required by the Village of Mesick to determine the efficiency and effectiveness of the solid waste program.
- (e) A provision for the rights of the Village of Mesick in the event of a failure to perform on the part of the Waste Hauler.
- (f) The rights and obligations of the Village of Mesick for termination of the contract.
- (g) Operational specifications, including specifications for collection trucks and equipment, employees, contractor facility, waste container handling and condition, schedules and routes, addressing citizen complaints, and other matters deemed necessary or

appropriate by the Council of the Village of Mesick.

(h) Right and authorization of the Village of Mesick to inspect records and operations of the Waste Hauler.

5.4 The contract shall require the Waste Hauler to comply with applicable laws, Ordinances, rules and regulations.

5.5 The contract shall require the Waste Hauler to secure and maintain in good standing all permits and licenses required by law, ordinance or regulation.

5.6 SUNSET PROVISION.

If the Council of the Village of Mesick accepts a bid and enters into a contract with a waste hauler then this Ordinance shall continue in full force and effect the same as any other Ordinance. If the Council of the Village of Mesick decides, in its discretion, that awarding a bid and/or entering into a contract is not in the best interests of the Village of Mesick then this Ordinance shall expire on _____ and be of no further force nor effect.

Sec. 6. PENALTIES

6.1 Any person who violates any of the provisions of this Ordinance is responsible for a municipal civil infraction as defined by Michigan Statute which shall be punishable by a civil fine of not more than \$500.00 along with costs and which may include all expenses, direct and indirect, to which the Village of Mesick has been put in connection with the municipal civil infraction.

6.2 A violator of this Ordinance shall also be subject to such additional sanctions and judicial orders as are authorized under Michigan Law.

6.3 Each day in which a violation occurs, or continues, shall be deemed to be a separate offense.

Sec. 7 SEVERABILITY

7.1 If any section, sentence, or any other part of this Ordinance shall be adjudicated to be invalid or unconstitutional, such adjudication shall not affect, impair or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, sentence or other part of this Ordinance directly adjudicated in the controversy in which such Judgement shall be rendered.

Sec. 8. EFFECTIVE DATE

8.1 This Ordinance shall become effective thirty (30) days following adoption and publication as provided by law.

CERTIFICATION

I hereby certify that the above Ordinance was introduced on
11 July 2007, at a regular meeting of the Village of
Mesick Council and was enacted at a special meeting held on
_____.

Yeas: 7
Nays: 0
Absent: 0

Date Passed: 15 Aug / 2007

Deborah E. Stanton

Deborah E. Stanton
Village Clerk

seal