

THIS ORDINANCE SHALL BE KNOWN AS  
RAISIN TOWNSHIP ORDINANCE #107-02

It is the purpose of this Ordinance to provide a sanitary and satisfactory method of the preparation, collection and disposal of solid waste, as well as the maintenance of public and private property in a clean, orderly and sanitary condition, for the health, safety and welfare of the residents of the Charter Township of Raisin ("Township"), and to establish a system of a single hauler for solid waste residential collection. This Ordinance replaces and rescinds Raisin Township Ordinance #107-01.

SOLID WASTE COLLECTION AND DISPOSAL

- I. **DEFINITIONS:** The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial-Industrial: Any use of a property, other than a residential use.

Designated Waste Hauler: A person or legal entity with whom the Township has entered into a contract for the collection, transportation and disposal of Garbage, Refuse, Yard Waste, and Household Rubbish from Residential Dwelling Units within the Township.

Garbage and Refuse: Any non-hazardous solid waste as defined in Michigan Public Act 451 of 1994, Part 115, as amended (MCL 324.11501 – 324.11506).

Hazardous Waste: Any household waste material customarily generated by a Residential Dwelling Unit that may be described as ignitable, reactive, corrosive, or toxic or such other materials as defined by the Natural Resources and Environmental Protection Act, being Michigan Public Act 151 of 1994, as amended (MCL 324.101 *et seq*).

Multiple Dwelling(s): Building or portion of a building designed exclusively for occupancy by four (4) or more families, living independently of each other.

Owner(s)/Occupant(s): 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.

Residential Dwelling Unit(s): A building or portion of a building designed for occupancy by one (1) family, two (2) families, or three (3) families, living independently of each other, for residential purposes, and shall not include motels, hotels, limited care facilities, hospitals, transitional homes, adult foster care homes, nursing homes, halfway houses,

licensed mobile or manufacturing home parks, campgrounds, or any other property used for commercial purposes.

Residential Refuse: All Garbage generated by a producer at a Residential Dwelling Unit, in all cases to exclude any materials accumulated from a business establishment or Hazardous Waste, unacceptable waste or Yard Waste; including specific classifications further defined below:

1. Bulk Items: Large and/or heavy disposal items, including, but not limited to, major appliances, carpets, mattresses, and other oversized materials whose large size and/or excessive weight precludes or complicates their handling by normal collection. All appliances must have had CFC's and/or mercury switches removed by a certified technician.
2. Food Waste: Rejected food wastes, including waste accumulation of animal, fruit, or vegetable matter used or intended for food or that results from the preparation, cooking, dealing in, or storing of meat, fish, fowl, fruit, or vegetable matter.
3. Household Rubbish: Discarded household materials, including used and discarded clothing, used and discarded shoes and boots, wastepaper, broken crockery and glassware, bottles, cans, and such other articles as would normally accumulate at a Residential Dwelling Unit.

Township: Charter Township of Raisin.

Yard Waste: Grass clippings, weeds, leaves, plants, tree branches, roots, and other vegetative matter resulting from landscaping maintenance.

- II. **DECLARATION OF NUISANCE**: It shall be unlawful for any person to knowingly, without consent of the Township, dump, deposit, place, throw, accumulate, or cause or permit the dumping, depositing, placing, throwing or accumulation of, Garbage, Refuse, Hazardous Waste, Residential Refuse and/or Yard Waste on public or private property within the Township. It shall be the duty of every Occupant of property and of the Owner of such property at all times to maintain the premises occupied or owned by such person in such a clean and orderly condition, permitting no deposit or accumulation of Garbage, Refuse, Hazardous Waste, Residential Refuse and/or Yard Waste upon such premises, unless properly stored or accumulated for collection pursuant to this Ordinance or unless suitably contained and deposited for composting, but only to the extent that such composting does not create a nuisance by reason of odor. The presence of Garbage, Refuse,

Hazardous Waste, Residential Refuse and/or Yard Waste on any parcel of land in violation of the conditions of this Ordinance is hereby declared to be a public nuisance.

The Owner or Occupant of any property upon which is accumulated or placed Garbage, Refuse, Hazardous Waste, Residential Refuse and/or Yard Waste in violation hereof shall be notified in writing by the Township to remove the same from such property within seven (7) days after service of notice. Such notice may be personally served or may be served by mailing the same by certified mail, return receipt requested, to the last known address of the Owner/Occupant and, if the premises are occupied, to the premises. A time extension not exceeding fourteen (14) additional days may be granted by the Township upon the showing of a hardship, which can be eliminated by the granting of such a time extension.

The Owner and/or Occupant of any property that fails to remove the Garbage, Refuse, Hazardous Waste, Residential Refuse and/or Yard Waste after being so notified by the Township or any other person who violates this Ordinance shall be subject to prosecution as provided herein to be initiated by a municipal civil infraction.

The Township Supervisor, or his/her designee, is authorized to order Township personnel to collect and dispose of Garbage, Refuse, Hazardous Waste, Residential Refuse and/or Yard Waste which is not removed by an Owner or Occupant of property in accordance with written notice as provided by this Ordinance. The expense of such collection and disposal, including reasonable administrative and legal expenses, shall become a debt to the Township and may be placed as a lien on said property and may be collected as any other tax or fee assessed against said property.

- III. COLLECTION GENERALLY: The collection and disposal of Garbage, Refuse, Hazardous Waste, Residential Refuse, Yard Waste from Commercial/Industrial properties, Multiple Dwellings, and agricultural properties shall be collected and removed in a lawful manner. Owners/Occupiers of Commercial/Industrial properties, Multiple Dwellings, and agricultural properties may contract with a commercial waste hauler of their own choosing in order to provide for collection and removal of Garbage, Refuse, Hazardous Waste, Residential Refuse, and Yard Waste.

When Garbage, Refuse, Hazardous Waste, Residential Refuse, and/or Yard Waste is collected at a Multiple Dwelling, Commercial/Industrial property, or agricultural property by a commercial waste hauler not under contract by the Township for Residential Collection; the shape, size and weight of the container used for collection shall be regulated by the commercial waste hauler.

A composting unit for Food Waste and Yard Waste that is designed to minimize nuisances such as odors and is in compliance with pertinent state statutes and local ordinances may be used.

- IV. RESIDENTIAL COLLECTION: The Township, through its Designated Waste Hauler, shall provide weekly, roadside collection of Garbage, Refuse, Yard Waste and Household Rubbish. Every Residential Dwelling Unit within the Township shall have its Garbage, Refuse, Yard Waste, and Household Rubbish collected in accordance with the collection schedule established by the Designated Waste Hauler.

If an Owner/Occupier of a Residential Dwelling Unit has a contract with a commercial waste hauler other than the Designated Waste Hauler on or before the effective date of this Ordinance for the collection of Garbage, Refuse, Yard Waste and Household Rubbish from a Residential Dwelling Unit, service under said contract may be continued for the duration of the contract; however, such contract is subject to verification by the Township and shall not be renewed at conclusion of its term. At the expiration of any such contract, collection of Garbage, Refuse, Yard Waste and Household rubbish from a Residential Dwelling Unit shall only be conducted by the Designated Waste Hauler.

All Owners/Occupants of Residential Dwelling Units shall only use containers provided by or mandated by the Designated Waste Hauler for residential collection. All such containers shall be tightly secured by a watertight top and plastic bag containers shall be securely tied in such a manner as to prevent the contents from being spilled, blown, strewn, or damaged by the forces of nature, animals, insects or persons. The commercial waste haulers, including the Designated Waste Hauler, shall not remove from any premises any refuse not properly located and secured as provided in this Article.

All containers for residential collection shall be placed as close as possible within the road right-of-way and no such container shall be placed on any sidewalk. If the container is not accessible, the Owner/Occupant shall be responsible for proper disposal of any Garbage, Refuse, Yard Waste or Household Rubbish. It is the responsibility of the Owner/Occupant to make arrangements for collection in any manner other than provided herein.

Containers shall be placed as close as possible within the road right-of-way no sooner than 4:00 p.m. on the day before the scheduled collection day for that Residential Dwelling Unit, and removed from the road right-of-way no later than 8:00 a.m. on the day following the scheduled collection day. All containers shall be stored in a building, fenced enclosure, or at the rear of the Residential Dwelling Unit, so as not to be readily visible from the public rights-of-way.

Collection of Garbage, Refuse, Yard Waste and Household Rubbish from Residential Dwelling Units by the Designated Waste Hauler shall be made between the hours of 8:00 a.m. and 8:00 p.m., unless expressly stated otherwise in the contract between the Township and the Designated Waste Hauler.

It shall be the responsibility of Owner/Occupants of Residential Dwelling Units to contact the Designated Waste Hauler directly for the collection and disposal of Bulk Items in compliance with all applicable ordinances, regulations, and state and federal laws.

- V. RATES AND FEES: The Township shall establish, by resolution, any rates and fees for solid waste collection from Owners/Occupants of Residential Dwelling Units in its sole discretion, pursuant to applicable law; or establish that said rates and fees be billed directly to Owners/Occupants of Residential Dwelling Units by the Designated Waste Hauler.

If bills are sent directly from the Designated Waste Hauler to Owners/Occupants, it shall be the duty of any Owner/Occupant of a Residential Dwelling Unit to contact the Designated Waste Hauler immediately of a new person to be billed so to avoid delays in collection.

- VI. INDEMNIFICATION AND INSURANCE: The Designated Waste Hauler shall be required to indemnify and hold harmless the Township, its Board of Trustee members, officers, boards, commissions, agents, and employees from and against all liability, claims, demands of account, judgments, executions, expense, debt, damages or penalty whatsoever, including, but not limited to, reasonable attorneys' fees, as a result of any injury, loss, or damage which shall arise out of or are connected with the performance of waste hauling activities.

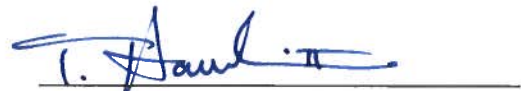
The Designated Waste Hauler and any subcontractor of the Designated Waste Hauler shall carry, at their own expense, workers' compensation insurance, comprehensive general liability insurance, pollution liability insurance, and commercial automobile insurance used in the performance of the contract. Limits of liability shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate or a single limit of liability of not less than \$2,000,000 with an insurance carrier admitted in the State of Michigan, which has an A.M. Best Financial Strength Rating of not less than B+. The Township, its Board of Trustees, officers and employees shall be named as additional insureds. The Designated Waste Hauler shall supply a copy of all insurance policies, including applicable certificates, required in this Ordinance to the Township no later than thirty (30) days prior to commencement of its duties pursuant to its contract with the Township.

- VII. RULES AND REGULATIONS: The Township Supervisor is hereby authorized, subject to the approval of the Board of Trustees, to make reasonable and necessary rules and regulations consistent with the provisions of this Ordinance pertaining to the disposal of solid waste.
- VIII. SEVERABILITY: The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.
- IX. PENALTY: Any violation of this Ordinance shall be deemed a Municipal Civil Infraction and shall be punishable by a fine not to exceed \$500.00 in addition to any costs of enforcement, including, but not limited to, costs of prosecution. In addition to any penalty for violation of this Ordinance, the Township is authorized to file a civil action seeking injunctive relief to further the enforcement of this Ordinance.

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

The foregoing Ordinance was approved by the Township Board at a Regular meeting on March 13, 2023

  
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Christy Low, Clerk

  
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Tom Hawkins, Supervisor