

VILLAGE OF CLIMAX
KALAMAZOO COUNTY, MICHIGAN

ORDINANCE 42

AN ORDINANCE TO AMEND THE CLIMAX VILLAGE CODE OF ORDINANCES TO ADD PROVISIONS PROVIDING FOR A SINGLE WASTE HAULER CONTRACTED TO THE VILLAGE; ESTABLISHING DEFINITIONS; SETTING FORTH THE AUTHORITY OF THE VILLAGE PRESIDENT; PRESCRIBING REGULATIONS FOR THE STORAGE AND COLLECTION AND REFUSE; PROVIDING FOR THE MAINTENANCE OF SANITARY CONDITIONS ON PUBLIC AND PRIVATE PREMISES; PROVIDING FOR THE IMPOSITION AND COLLECTION OF FEES FOR THE COLLECTION AND DISPOSAL OF REFUSE FROM RESIDENTIAL PREMISES; AND PRESCRIBING PENALTIES FOR VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

THE VILLAGE OF CLIMAX ORDAINS:

2.701. SHORT TITLE

This Ordinance shall be known and may be cited as the "Refuse Management Ordinance".

2.702. DEFINITIONS

For the purposes of this Ordinance the following terms phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- 2.01 Ashes: The residue from the burning of wood or coal.
- 2.02 Back Door: A prearranged approved area in the side or rear yard that is convenient for the Contractor and customer.
- 2.03 Bag: Plastic or paper sacks designed to store refuse with sufficient strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty (30) pounds.
- 2.04 Bulky Waste: Stoves, refrigerators, water tanks, washing machines, furniture and other refuse of this nature which may be in excess of fifty (50) pounds and cannot be bundled or bagged.

- 2.05 Commercial Refuse: The refuse resulting from the operation of a non-residential premises, business enterprise, industrial, church, school, or institutional premises.
- 2.06 Construction Waste: Refuse from building construction, alteration, demolition or repair, and dirt from excavation.
- 2.07 Container: A receptacle constructed of plastic, metal or fiberglass designed for the storage of refuse.
- 2.08 Contractor: A person, corporation or partnership performing refuse collection under contract with the Village.
- 2.09 Curbside: That portion of a street right-of-way adjacent to the paved or traveled portion of the street.
- 2.10 Dead Animals: Carcasses of small animals, fish and fowl.
- 2.11 Dwelling Unit: A building, or portion thereof, designated for occupancy by one (1) family for residential purposes.
- 2.12 Food Processing Waste: Food waste, discarded rather than consumed, generated while preparing food.
- 2.13 Garbage: All putrescent and non-putrescent animal, fruit or vegetable waste resulting from the handling, preparation, and cooking of food.
- 2.14 Hazardous Waste: 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 irreversible illness or 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, together with any other materials that cannot be lawfully disposed of in a Type 2 Landfill.
- 2.15 Household Hazardous Waste: Waste containing hazardous materials in products purchased for use or stored at a residential premise.
- 2.16 Industrial Waste: All such trade waste related to industrial or manufacturing plants and processes waste.

- 2.17 Non-Residential Premises: Commercial, or multi-residential building containing more than 4 dwelling units, or industrial, churches or institutional premises.
- 2.18 Pathogenic Waste: Waste associated with medical facility discards.
- 2.19 Person: Any person, firm, partnership, association, corporation, company or organization of any kind.
- 2.20 Producer: An occupant of a dwelling unit who generates refuse.
- 2.21 Putrescent: Any matter able to decay or decompose including animal, fruit or vegetable matter, or others that attracts insects, rodents or flies.
- 2.22 Recyclable Material & Recyclables: Waste materials that can be converted to a useful product and for which there is a market. Examples of recyclable materials include corrugated cardboard, papers, clear glass and bottles, and certain plastics and metals.
- 2.23 Recycling Container: A receptacle approved by the Village for curbside recycling bearing a special marking.
- 2.24 Refuse: All putrescent and non-putrescent solid waste, except animal or human body wastes and hazardous waste, including garbage, rubbish and yard waste.
- 2.25 Refuse Bags: A 30 gallon bag approved and sold by the contractor or authorized agent bearing special markings.
- 2.26 Refuse Cart: A portable curbside wheeled receptacle owned by the contractor and approved by the Village bearing the special markings.
- 2.27 Refuse Container: A Contractor Refuse Bag or Contractor Refuse Cart.
- 2.28 Refuse Sticker: A label approved and sold by the contractor or authorized agent bearing special markings.
- 2.29 Refuse Tag: A tag approved and sold by the contractor bearing special markings.
- 2.30 Resident: Any person or persons living inside the Village Limits of the Village of Climax.
- 2.31 Residential Premise: A parcel of land containing four (4) or less dwelling units.
- 2.32 Residential Solid Waste Collection: Service provided to premises with four (4) or less dwelling units.

- 2.33 Rubbish: All non-putrescent solid waste consisting of both combustible and non-combustible wastes, including but not limited to paper, cardboard, box board, tin cans, wood, glass, metal, bedding, clothing, and similar materials, excluding hazardous waste and yard waste.
- 2.34 Solid Waste: All waste.
- 2.35 Trimming: The pieces cut off in trimming, clipping, or pruning trees, shrubs or brush. Maximum size allowed is 4 inches in diameter and 4 feet in length.
- 2.36 Village: The Village of Climax, Michigan.
- 2.37 Village President: The Village President of the Village of Climax, Michigan.
- 2.38 Yard Waste Recycling Bag: A bio-degradable bag approved and sold by the contractor or authorized agent bearing a special marking to be solely used for holding yard waste.
- 2.39 Yard Waste: Leaves, grass, plants, garden trimmings and tree and shrub cuttings.

2.703. REFUSE COLLECTION

All residential refuse accumulated on any premises in the Village shall be collected, conveyed and disposed of as required herein. Collection service to all Village residential premises, as defined in this chapter, shall be provided one time each week. All qualified residential refuse described in this chapter shall be disposed of by the Contractor under contract to the Village. No person other than the Contractor shall collect, convey over the streets and alleys of the Village, or dispose of any refuse accumulated in the Village except as provided herein. Collection shall be subscribed to by each owner of a residential premise in the Village by means of either Refuse Bag or Refuse Container service. A residential premise which is rented, leased, loaned or otherwise placed in the care of a non-owner shall not exempt the owner from responsibilities as prescribed herein. No owner of premises in the Village shall allow refuse not accumulated on the premises to be placed out for Refuse Service.

- 3.01 Refuse Bag Service: Refuse bag service may be subscribed to by purchasing Refuse Bags from the Contractor and observing provisions of this Chapter.
- 3.02 Refuse Container Service: A 90 gallon Refuse Container as defined in this chapter shall be provided to all residential premise unless an optional 60 gallon container is chosen. In either case, the container when fully loaded may not exceed 200 pounds. Container size or type of service may be changed up to twice per calendar year.

2.704. COLLECTION DAYS

Residential refuse shall be collected every week. When a legal holiday falls on the designated collection day, refuse collection will take place on the following day.

2.705. PRODUCER COLLECTION

This Ordinance shall not prohibit the actual producers of refuse from the premise upon which refuse has accumulated, from personally collecting, conveying, and disposing of such refuse, provided the provisions of this Ordinance are met.

2.706. WASTE NOT ELIGIBLE FOR COLLECTION; PROCEDURES

- 6.01 Construction, Commercial and Industrial Waste: The owner, occupant, contractor or other person responsible for the construction work shall remove from the premises, within a reasonable time, but in no case longer than 30 days, after completion of such construction, all surplus construction materials and construction waste removed to a disposal area approved by the State of Michigan. Every owner, occupant or person in possession of a commercial establishment or industrial, manufacturing or processing plant is responsible for the storage, collection and disposal of refuse and shall contract with a solid waste hauler for disposal thereof.
- 6.02 Pathogenic Waste; Disposition of Medicines, Poisons, Etc.: All pathogenic materials which may be contagious from residential premises, hospitals, clinics, convalescent homes, nursing homes, care facilities, doctors offices, dental offices, or any other similar source, shall be disposed of in accordance with applicable local, State and Federal laws.
- 6.03 Hazardous Waste; Clean-up or Abatement; Liability for Costs.
- (1) Disposal of hazardous waste shall be the responsibility of the person who produced, used or possessed the same. Hazardous waste shall not be disposed of within the Village, or allowed to be collected, stored or transported within the Village except in accordance with all applicable laws and regulations. All hazardous waste shall be handled in accordance with The Hazardous Waste Management Act, Act 64, Michigan Public Acts of 1979, as amended or subsequent to State and Federal law or regulations.
 - (2) Any person who intentionally or unintentionally causes an improper discharge of hazardous waste shall be liable for the payment of all costs incurred by the Village as a result of such clean up or abatement activity. The remedy provided by this section shall be in addition to any other

remedies provided by law.

- (3) For the purposes of this section, costs incurred shall include, but not be necessarily limited to the following: actual labor costs of; fringe benefit costs, administrative overhead, the rental of equipment at the prevailing equipment rental rates; cost of materials obtained; and or any cost incurred by a contracted abatement specialist, and any cost of litigation including actual attorney fees incurred by the Village or on its behalf.
- (4) The provisions of this section shall apply to all costs incurred and not recovered through other sources such as, the Hazardous Waste Service Fund of the Hazardous Waste Management Act, Act 41, Michigan Public Acts of 1979, as amended.

2.707. PRE-COLLECTION PRACTICES

All solid waste shall be prepared for disposal in the following manner:

- 7.01 Garbage: All garbage out for collection shall be drained and free from liquids and placed in approved closed containers.
- 7.02 Rubbish: All rubbish before being placed out for collection shall be drained and free from liquids and placed in approved closed containers.
- 7.03 Yard Waste: All yard waste before being placed out for collection shall be placed in a specially marked yard waste recycling bag. See section 10.03 for exceptions.
- 7.04 Bulk Waste: All bulk waste as defined herein, shall have affixed a bulk waste tag.

2.708. APPROVED RECEPTACLES; SPECIAL MARKINGS

All refuse prior to pick-up shall be placed in one of the following approved receptacles:

- 8.01 Recyclable Materials: Those items of refuse determined to be eligible, by resolution of the Village Council from time to time, for any curbside recycling program.
- 8.02 Refuse Bag: Garbage, Rubbish and Ashes may be placed in a Refuse Bag for collection.
- 8.03 Refuse Cart: Garbage, Rubbish and Ashes may be bagged and then placed in a Refuse Cart for collection. Bags placed in a Refuse Container need not be a Refuse Bag(s).

- 8.04 Bulk Refuse Tag: A tag used on refuse such as described in Section 2.04.
- 8.05 Yard Waste Recycling Bag: A bio-degradable bag available through the Contractor used for leaves, grass and small trimmings.

2.709. STORAGE OF REFUSE ON PREMISES

- 9.01 Refuse Carts or Bags Required: Every owner occupant or person in possession of residential premises in the Village shall provide for their residential unit adequate numbers of Refuse Cart(s) or Refuse Bags as provided in this chapter. Containers and Refuse Bags must be placed or secured in such a manner as to prevent them from being overturned. Refuse Carts shall be kept in a clean and sanitary condition and free from any substance which will attract or lend to the breeding of flies, mosquitoes or other insects. No container shall have ragged or sharp edges or any other defect liable to hamper or injure any person depositing refuse or in collecting the contents thereof.
- 9.02 Container Construction: Each cart shall be constructed of substantial plastic, metal or fiberglass, have a tightly fitted lid, watertight, vermin proof and shall have handles or balls.
- 9.03 Bagged Refuse: Refuse which cannot be stored in a Refuse Cart(s) may be secured in a Refuse bag as provided herein.
- 9.04 Bulky Refuse: Bulky refuse which cannot fit into a approved container shall have a bulk waste tag attached. Doors from refrigerators, freezers shall be removed and an additional tag verifying the removal of freon or ammoniated gas attached.
- 9.05 Bags Unprotected: No Refuse Bags shall be stored outdoors in an unprotected manner, except that Refuse Bags may be set out for collection in accordance with Section 2.710 herein. Storage of refuse in Refuse Bags shall be considered unprotected when not used as liners for containers or not placed in an enclosure affording reasonable protection from damage.

2.710. PLACEMENT OF REFUSE FOR COLLECTION

It shall be incumbent upon tenants, lessees, occupants, possessors and owners of premises to provide a safe and convenient entrance to and through the premises for the purpose of collecting refuse. Containers shall be placed where collectors may pick-up and empty the same without potential interference from animals.

- 10.01 For Back Door Service: A person may place refuse for pick-up in a prearranged approved area in the side or back yard. In no case shall the Contractor be required to enter a garage, porch or dwelling.

10.02 For Curbside Pick-up Service: All containers, bags, and bulky waste shall be placed at the curbside in a manner to prevent scattering. The Contractor may decline to collect any container, bag, and bulky waste item not so placed.

10.03 Village Brush Pick-up Program: The Village Council may declare a Village Brush Pick-up Program in which persons may place non-bundled brush at curbside without affixing a Refuse Tag. Upon such declaration residents shall be notified of dates, times and policies pertaining to the program. See Section 2.703.

2.711. TIME FOR DEPOSITING REFUSE AND REMOVING CONTAINERS

No refuse shall be placed for collection earlier than 6 o'clock p.m. on the day prior to the collection day. After the collection of container contents has been made, containers shall be removed by the producer from the curbside no later than 9 o'clock p.m. on collection day.

2.712. UNLAWFUL DUMPING; LITTERING; SCATTERING OF REFUSE

No person shall deposit, dump, place or scatter any refuse within the Village except at an approved disposal area, without the expressed written acknowledgment by the Village Council, and in compliance with applicable Local, State, and Federal laws, rules and regulations.

No person shall cast, spill, place, sweep, or deposit anywhere within the Village any refuse in such a manner that it may be carried or deposited by the elements or animals upon any street, sidewalk, sewer, parkway or other public place, or onto any other premises within the Village.

The owner and/or occupant of any premises shall clean up and remove any scattered refuse resulting from the breakage, opening, or handling of any Refuse Bag, Refuse Cart or Yard Waste Recycling Bag placed at curbside from the premises for collection.

2.713. VACANT LOTS

Any person owning or having a possessory interest in any lot or portion of land is responsible for securing, collecting and disposing of refuse which may accumulate except in areas defined in the Village Zoning Ordinance as within the "A" Single Family Residence District, by contracting with a solid waste hauler for removal or self-removal subject to and in accordance with all other provisions of this Chapter.

2.714. DAMAGING BAGS OR CONTAINERS

No person shall rifle refuse, damage or destroy bags, containers, of refuse, or commercial or industrial dumpsters placed for storage or collection.

2.716. RESPONSIBILITY FOR PAYMENT; BILLING PRACTICE

- 16.01 Responsibility for Payment: The owner or occupant of the residential premises shall be responsible to the Contractor directly to pay for service provided.
- 16.02 Continuation of Service; Change in Occupancy: Residential premises refuse collection and appropriate charges for service shall continue, unless timely payment for services has not been made, so long as the residential unit is deemed occupied. The owner of the premises shall advise the Contractor of any change in occupancy of the residential unit for purposes of service and billing.
- 16.03 Seasonal or Temporary Premises; Notice: Owners and/or occupants of residential premises shall notify the Contractor if such premises are being vacated between billing periods. An owner and/or occupant taking title to or possession of residential premises in the Village shall notify the Contractor immediately to avoid delay in billing and collection procedures.

No charge shall be levied on, and no refuse collection shall be rendered to, the owner and/or occupant of a residential premises when such premises are temporarily vacated by order of the Village.

2.717 EXCLUSIVE CONTRACTS

The Village Council may, either by advertising for bids or otherwise, enter into an exclusive contract with a private party or concern, providing the Village Council deems the party or concern is qualified, to collect and dispose of residential refuse in the Village in accordance with the best interests of the Village and its residents. The contract documents shall contain provisions that the contractor shall provide liability insurance as required by the Village and operate in full compliance with this Ordinance and all other applicable local, State and Federal laws, rules and regulations.

2.718. VEHICLE REQUIREMENTS

- 18.01 Vehicle Identification: All vehicles carrying refuse under this chapter shall have on both sides thereof a sign containing the name of the contractor, with the telephone number and the number of the vehicle, all which shall be painted thereon in plain and unobscured letters. Vehicles shall pass such annual inspections as may be required by the State of Michigan.
- 18.02 Vehicle Maintenance: Vehicles used in the transportation of refuse shall be kept clean and in good repair. The hauling body shall be watertight and completely enclosed on all sides. Vehicles shall be maintained and operated so that no portion of their contents is spilled onto or allowed to remain on any public highway or private property other than that of the contractor. All vehicles shall be

cleaned at intervals frequent enough to maintain the unit in a sanitary condition and as free from disagreeable odor as possible to prevent nuisance or vermin attraction. A vehicle that fails to meet the requirements of this chapter shall be removed from service until it complies or its use shall be discontinued.

18.03 Vehicle Operation:

1. The openings of each vehicle shall be closed and doors or covers shall be secured by an adequate latch or restraining mechanism to keep them closed while transporting refuse. The contractor shall see that the cover is in the proper position.
2. It shall be the duty of contractor to transfer the contents of all containers for which they have contracted with the Village into vehicles in accordance with this chapter, using care to avoid spilling any solid waste. It shall be the duty of the contractor to clean up all solid waste spilled during collection and completely empty the containers and replace the lids thereon.
3. Each vehicle shall be loaded in a manner to minimize the spilling of materials.
4. Where spilling does occur from a solid waste transporting unit, the material shall be picked up by the contractor as soon as possible and the area suitably cleaned.
5. Each vehicle, when transporting refuse, shall be emptied only in approved disposal areas.
6. No vehicle shall be parked in a residential area longer than necessary to collect refuse unless it is parked more than 500 feet from a residence. Vehicles shall not be parked, stored or established at any location so as to cause a hazard to health or at any residentially zoned location so as to cause a nuisance.
7. The Contractor collecting in early morning hours shall use every precaution to prevent unnecessary noise.
8. The Contractor shall not damage any property real or personal while making collections and shall return containers to their curbside location or when applicable, the designated back door location.
9. No refuse shall be collected from residential premises in the Village except between the hours of 8:00 a.m. and 6:00 p.m.

2.719. OUTSIDE COLLECTORS

This Ordinance shall not prohibit collectors who have collected refuse from outside the Village from transporting such refuse over Village streets, provided such collectors comply with provisions of this Ordinance applicable to transporting refuse and with any other governing law or Ordinance.

2.720. NUISANCE DECLARED

20.01 Accumulations or Deposits of Refuse: Accumulations or deposits of refuse remaining on premises are hereby declared to be a nuisance. No owner or occupant of a residential premise shall permit accumulation of refuse upon the premise for a period of more than seven (7) days. No person shall permit accumulations or deposits of refuse to remain on their premise whether owned or occupied, except as permitted by this chapter.

20.02 Notice to Abate Nuisance: The Village shall give written notice to the owner of record of any premise as determined by the Village President, or his designee, where there is a nuisance. The notice shall specify the nature of the nuisance and the time limit in which the nuisance shall be abated, which shall be three (3) days. If at the expiration of the time limit for abatement, the owner has not complied with said notice, the Village may abate the nuisance. The cost of such abatement, plus 15% for costs incurred for administrative overhead shall be a debt owed by the owner of the premise to the Village. Any such debt shall be a lien upon the premise and shall be collected in accordance with this Chapter or in any manner available under Law.

2.721. PENALTY FOR VIOLATION

Any person, persons, partnership or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction thereof, be subject to a fine of not more than five hundred (\$500) dollars or ninety (90) days in jail or both. Each day on which any such violation shall continue shall constitute a separate offence.

2.722. SAVING CLAUSE

If any term, section, paragraph, clause or provision of this Ordinance shall be invalid for any reason, the same shall not affect the validity of any other provision, term, section, paragraph, or clause of this Ordinance which shall remain in force and effect.

2.723. REPEALER CLAUSE

All Ordinances or parts thereof in conflict herewith are hereby repealed and deemed null and void.

2.724. EFFECTIVE DATE

This Ordinance shall take effect on _____.

CERTIFICATE

I, Scott Torrance, Village Clerk for the Village of Climax, do hereby certify that the foregoing Climax Ordinance No. 42 adopted by the Village Council at a regular meeting held on March 21, 2006, and that the following is a record of the vote of the members of said Village Council on said Ordinance.

AYES: Dave Dell, Tom Jones, Terry Strong and Bill Rogers.

NAYS: Bill Lewis

ABSENT: Lisa Strong and Tricia Willis

ABSTAIN: None

Scott Torrance, Village Clerk