

**CHARTER TOWNSHIP OF KALAMAZOO
KALAMAZOO COUNTY, MICHIGAN**

ORDINANCE NO. 577

**RESIDENTIAL WASTE SINGLE HAULER
MIXED WASTE COLLECTION ORDINANCE**

**ADOPTED: NOVEMBER 9, 2015
EFFECTIVE: DECEMBER 24, 2015**

An ordinance to protect the public health, safety, and general welfare of persons and property within Kalamazoo Township by controlling and regulating the deposit of rubbish and debris for collection within the Township by the Township or its duly authorized contract haulers; to provide penalties for the violation thereof; and to repeal all ordinances or parts of ordinances in conflict therewith.

**SECTION I
NAME**

This Ordinance shall hereafter be known and cited as the Kalamazoo Township Residential Waste Single Hauler Ordinance.

**SECTION II
PURPOSE**

The purpose of this Ordinance is to protect the public health and welfare by ensuring the timely and lawful collection of garbage, trash, solid waste and optionally, yard waste, from owners, occupants of private property with residential use within the Township, and to implement policies and procedures in support thereof. The Township Board has determined that a single hauler waste collection and disposal program for residential dwelling units will protect the public health, safety and welfare and be in the best interests of the Township. In order to facilitate the implementation of such program, the Township shall select such waste hauler on a sealed competitive bid basis and award the selected waste hauler the exclusive designation of "Designated Waste Hauler for the Charter Township of Kalamazoo" 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.

The purpose of this ordinance is separate from the Township's Household Hazardous Waste, Solid Waste and Curbside Recycling program, which was created pursuant to vote of the electorate on August 9, 1990; the services of which are supported by special assessment.

**SECTION III
FINDINGS AND AUTHORITY**

The Township Board finds that it is mandated by Part 115 of the Natural Resources and Environmental Protection Act (Act 451 of the Public Acts of 1994) being MCL 324.11901 et seq to assure that solid waste is removed from the site of generation thereof frequently enough to protect the public health;

authorizes the Township to enter into a contract for a waste management project requiring all residential waste subject to its jurisdiction to be disposed of in accordance with a waste disposal project; and to authorize its contractor to collect rates and charges against users and beneficiaries of the waste management program. This Ordinance is enacted pursuant to the aforesaid authority and that of Act 359 of 1947, being MCL 42.21 et seq, as amended.

Accordingly, the Township Board finds that the most efficient method for assuring that residential waste and refuse removal from residential dwelling units in the Township is most effectively accomplished by the Township entering into a single waste hauler contract to provide residential waste and refuse collection and removal services for residential dwelling units.

The Township Board of the Charter Township of Kalamazoo furthermore finds that a reduction in the number of trips engendered by the use of multiple garbage haulers will protect the public health, safety, and welfare by allowing for greater visibility of pedestrians and schoolchildren during collections hours and by reducing the wear-and-tear on roads and streets within the Township.

The Township Board of the Charter Township of Kalamazoo further finds that the use of a single designated hauler for residential mixed waste services results in the overall reduction in the costs of such service to the Township residents.

SECTION IV DEFINITIONS

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

Curbside collection means the collection of solid waste which has been placed for pickup in appropriate solid waste receptacles at the side of a public or private road adjacent to the abutting private property.

Designated Waste Hauler means the person or entity awarded a contract by the Township to engage in the business of collecting residential mixed waste and refuse and, optionally, yard waste from residential dwelling units within the Township and designated as the hauling, transporting and disposing provider for residential properties within the Township.

Garbage means 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 and/or vegetables.

Household Hazardous Waste, Solid Waste and Curbside Recycling Program shall mean the Charter Township of Kalamazoo's existing curbside recycling, bi-annual solid waste and household hazardous waste program, supported by a Special Assessment on the benefitted properties to fund the payment of the costs thereof. The Township separately contracts with a waste hauler for the removal of the recycled items and bi-annual solid waste. Household hazardous waste, while supported by such Special Assessment, must be delivered to the County's Household Hazardous Waste Collection Center. The

designated waste hauler may or may not be the same as that designated as the Township Waste Hauler in accordance with this Ordinance.

Mixed Waste shall mean a mixture of solid waste, refuse, rubbish, and garbage generated by a residential dwelling unit.

Person shall mean any individual, firm, owner, occupant, tenant, corporation, partnership, limited liability company, association or joint venture responsible for the residential dwelling unit.

Refuse means non-putrescible solid waste, excluding ashes, consisting of both combustible and noncombustible waste, including paper, cardboard, metal containers, wood, bedding, remnants of building projects, materials or litter of any kind that may be a detriment to the public health and safety.

Residential dwelling unit shall mean all structures, buildings, premises and or realty utilized for single-family residential dwelling purposes and for a combined total of up to four (4) attached single family residential dwelling units (i.e. two-family (duplex); three-family (tri-plex) and four-family (quadriplex)). "Residential dwelling unit" shall not include apartment buildings, mobile home parks, or multiple-family attached dwelling units greater than four (4) in number.

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

Solid waste means garbage, refuse, rubbish, ashes, incinerator ash, incinerator residue; but does not include human body waste, liquid or other waste regulated by statute, such as medical waste, hazardous waste and/or industrial waste.

Solid waste hauler means a person who owns or operates a solid waste transporting unit.

Solid waste transporting unit means a container which may be an integral part of a truck or other piece of equipment used for the transportation of solid waste.

Township shall mean the Charter Township of Kalamazoo, Kalamazoo County, Michigan.

Yard waste means leaves, grass clippings, brush, garden waste, wood debris (i.e. twigs, branches, pruning remnants) the collection of which shall be offered as an optional weekly collection service by the Township's Designated Waste Hauler for an extra fee.

SECTION V SELECTION OF DESIGNATED WASTE HAULER

1. **Bidding.** A sealed competitive bid procedure shall be utilized for the selection of the Township Designated 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 promoting the public health, safety, and welfare; such as but not limited to: providing appropriate and cost-effective services to residential dwelling units; the rates and charges for the services of the authorized waste hauler for residential dwelling units; procedures for the collection of charges for the service; the submission of reports describing the volume of mixed waste generated and hauled; the submission of reports to the Township for the determination of the efficiency and effectiveness of the Township Single Waste Hauler program; provisions for termination of the Township of the Designated Waste Hauler in the event of the failure of performance by the waste hauler; operational specifications of the waste hauler for collection trucks and equipment, number of employees, maintenance facilities, container handling and provision; schedules and routes and for the handling of citizen complaints; a requirement that the waste hauler secure and maintain in good standing all permits and licenses required by federal and state law, local ordinance and all other regulations pertinent to their operation; and other miscellaneous requirements.

2. **Contract.** The Township Board shall be permitted to enter into a contract with the Designated Waste Hauler for such terms as the board may determine, but not to exceed in any instance five years excluding any Township Board-approved extensions of the contract.
3. **Bond and insurance.**
 - (A) The Designated Waste Hauler entering into a contract with the Township for the collection and disposal of solid waste shall furnish the Township with a performance bond in an amount established by the Township Board and in such form as may be approved by the township attorney, which bond shall be signed by an approved corporate surety authorized to do business in this state and which bond shall be conditioned on the satisfactory performance of all obligations assumed under the contract, and further conditioned on the due observance during the term of the contract of all laws of the state or ordinances of the Township and all legal rights of all persons who are served by or injured by the contractor.
 - (B) The Designated Waste Hauler shall procure and maintain, during the life of the contract, owner's and contractor's protective public liability and property damage insurance, in the name of the Township, in an amount not less than \$5,000,000.00, for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$5,000,000.00 on account of each accident, and \$5,000,000.00 aggregate for damage to property. Such insurance shall include motor vehicle exposure and specific coverage, by endorsement, as required by the Township Supervisor. Certificates of insurance shall be deposited with the Township Clerk indicating this coverage prior to the execution of the contract.
 - (C) The Township may require the Designated Waste Hauler to provide other bonds and insurance, including workers' compensation insurance, to assure the Township that the obligations of the contractor will be sufficiently performed and/or discharged and to protect the Township in the event that they are not.
4. **Transfer or subletting.** No contract issued to, granted to or entered into with the Township as Designated Waste Hauler shall be transferable, assignable or sublet without the express permission of the Township Board in the form of a resolution, unless otherwise provided in the contract.
5. **Frequency of collection.** Except as otherwise provided in this article and other ordinances, and except in the case of an emergency arising from an act of God or under circumstances over which Designated Waste Hauler has or had no control, solid waste shall be collected, removed and

disposed of no less frequently than once each week from residential dwelling units within the Township by the Designated Waste Hauler.

6. **Designation of Waste Hauler.** The selection of the Designated Waste Hauler shall be made under a sealed competitive bid process as shall be outlined more specifically in the Request for Proposal (RFP) and shall be memorialized in a contract which shall be acceptable to the Township Board and the Waste Hauler echoing as nearly as possible the provisions of the Request for Proposal and the selected contractor's response to the same. The submitted bids will be evaluated and selection made by the Township Board. The contract will be awarded by the Township Board to a responsible contractor whose bids, conforming to the request for proposal, will be most advantageous to the Township with price and other factors taken into consideration. The Township Board is authorized to negotiate final service and price terms and to conduct interviews of the bidders. The criteria used to evaluate all bids shall be as follows:

- A. General qualifications and experience of the contractor as related to the performance of the contract.

- B. The total cost to accomplish the program.

- C. Any additional benefits to be furnished the Township and/or its residents.

- D. The Township Board is permitted to waive or reject any or all bids and to select a firm with which to contract for the provision of residential mixed waste collection and disposal and optional weekly yard waste collection and disposal on the basis of all relevant factors.

The Township Board shall identify, by resolution, the Residential Waste Hauler subsequent to the bid opening, which identification shall be subject to the signing of a contract with the identified waste hauler echoing the terms of the Request for Proposal or incorporating such terms by reference therein.

7. **Scope of Services.** The Designated Waste Hauler shall provide curbside collection, transportation and disposal services for all residential mixed waste and optional weekly yard waste generated within the boundaries of the Township. Collection shall be conducted on a five-day per week schedule, Monday through Friday unless service is interrupted by an approved holiday, in which case collection may be extended to Saturday. The Contractor shall not be allowed to make Sunday collections.

Residential mixed waste collection is for the weekly collection of residential mixed waste as defined by this Ordinance, the transportation and disposal of the same.

Optional weekly yard waste collection is for the exercise, by an owner or occupant of a residential mixed waste producer for the weekly collection of yard waste, as defined herein, for an additional fee for the months of April through November of each year.

Curbside collection of residential mixed waste and optional yard waste shall be made weekly in a contractor-provided, variable-sized (small, medium or large) garbage containers. The cost of collection, transportation and disposal of the residential mixed waste and optional yard waste contained therein shall be progressive, with the cost for the smallest container being less than the cost of a larger container. The volume of mixed waste and yard waste to be collected will be limited to the capacity of the container with the lid closed.

The Designated Waste Hauler will bill and collect fees directly from the owners/occupants of residential dwelling units from which the mixed waste (and optional yard waste) is produced. Bills for such services shall be made quarterly, prior to the service being made. The Designated Waste Hauler shall also provide an annual billing option, allowing the owner/occupant to pre-pay for an entire years' worth of service at one time. Optional weekly yard waste collection, transportation and disposal shall be made during the months of April through November each year.

Only the Designated Waste Hauler shall be permitted to provide weekly residential mixed waste and optional weekly yard waste collection, transportation and disposal services to residential dwelling units within the Township.

The Designated Waste Hauler shall be responsible for providing and maintaining all of the equipment necessary to conduct and implement the provisions of this Ordinance and the residential mixed waste collection program, including the provision of wheeled collection containers to generating residential units.

Neither the Township nor its residents shall be obligated to purchase any wheeled containers at the termination of the contract period.

SECTION VI REGULATIONS

The Designated Waste Hauler shall have the sole authority to collect, haul and deliver solid waste generated by residential dwelling units within the Township. To that end, the following regulations shall apply to the program:

A. Required Use of Designated Waste Hauler

1. The owner/occupant of a residential dwelling unit as defined by this ordinance shall not dispose of any residential mixed waste as defined herein generated from a residential dwelling unit within the Township other than by means of the Designated Waste Hauler awarded the contract by the Township except as otherwise provided for in this Ordinance.
2. Except as provided in Section VI. E. of this Ordinance no person or entity except the Designated Waste Hauler shall engage in the business of collection, transporting, delivery or disposal of solid waste or optional yard waste generated by residential dwelling units (including single-family and two-family generation sites) within the Township.
3. It shall be unlawful to mix residential mixed waste with construction debris, commercial refuse, hazardous waste, or explosives.
4. It shall be unlawful to place yard waste into the residential mixed waste containers.
5. The Designated Waste Hauler shall not be responsible for the collection, sorting or delivery of recyclable materials or bi-annual solid waste collection in accordance with this Ordinance, but may also be the designated recycling services and bi-annual solid waste

collection service provider under the Township's Special Assessment District for solid waste collection and disposal, which contract shall not be affected by the terms of any Designated Waste Hauler contract.

6. The owner or occupant of a residential dwelling unit may optionally obtain and pay for a weekly yard waste collection from the Designated Waste Hauler.

B. Regulation Of Designated Waste Hauler

The Designated Waste Hauler shall abide by the provisions of its contract with the Township and the following additional regulations:

1. The Designated Waste Hauler will provide the curbside collection of residential mixed waste from residential dwelling units in the Township, and where applicable for disabled residents front-; side- or back-door collection.

2. The Designated Waste Hauler shall comply with Act 451 of 1994 and all applicable federal, state and county laws, statutes, local ordinances, and rules and regulations in the collection, transportation and delivery of solid waste and shall deliver all solid waste to a facility authorized under Act 451 of 1994 to operate for disposal of such materials

3. **Optional Weekly Yard Waste Collection.** The Designated Waste Hauler shall make available separate yard waste containers at an additional cost to those who wish to avail themselves of such service. The Designated Waste Hauler shall collect all yard waste set out in its designated containers in accordance with the contract. All optional yard waste collected shall be delivered to a composting facility.

4. **Hours of Collection.** No mixed waste shall be collected from persons or property within 500 feet of a residential unit between the hours of 7:00 p.m. of one day and 6:00 a.m. of the next succeeding day unless the township supervisor has issued written authorization for such collection after having duly considered the means and location of such collection and determined no offensive noise or nuisance will result from the altered collection time.

C. Accessibility For Collection

Every person who owns, possesses, controls, supervises or occupies a residential dwelling unit (or units) in the Township which is required to contract with the Designated Waste Hauler for collection services shall cause all solid waste to be collected from such property at least once each week. It is the responsibility of the owner or occupant of each residential dwelling unit to place such solid waste in the contractor-supplied containers with the lid closed once each week according to the day of the week scheduled for their garbage collection at a location which is near the public or private road right-of-way abutting the residential dwelling unit. The closed container shall be placed as close as possible within the road right-of-way and no such container shall be placed upon any sidewalk. If the solid waste container is not accessible by the Designated Waste Hauler, the owner/occupant will be responsible for the proper disposal of its refuse. Every such person shall limit the time when receptacles are placed on public property or private property to the period between 6:00 p.m. of the day prior to the regularly scheduled solid waste collection day and 12 hours following the act of collection by the Designated Waste Hauler.

Any owner/occupant who has a larger quantity of refuse than the normal or average amount for the residential dwelling unit may make special arrangements with the Designated Waste Hauler.

It shall be unlawful for any person other than the residential property owner, the Designated Waste Hauler, or other authorized persons to interfere with the Designated Waste Hauler's solid waste and option yard waste containers placed in the streets, alleys, and public places of the township for collection, or to interfere in any way with solid waste receptacles in the township.

Persons suffering from physical disabilities that limit or eliminate their ability to transport or place the solid waste or yard waste container at or near the curb side for collection shall notify the Designated Waste Hauler in writing of the need for back-door; front-door; or side-door pick-up services, which need may verified by the Designated Waste Hauler's field supervisor.

D. Storage Of Containers

During the week while residential mixed waste is being accumulated and stored in the approved containers, all such residential mixed waste must be stored in accordance with the Kalamazoo Charter Township Refuse Bin Ordinance and its Litter Ordinance.

E. Opt-Out Provisions

1. **Business or Other Off-Site Disposal.** This ordinance does not prohibit the owner/occupant of a residential dwelling unit who is the owner of a business or has another off-site disposal method available from disposing of his/her own mixed waste or residentially-generated waste at his/her business or other off-site disposal location. The owner/occupant must notify the Designated Waste Hauler that the owner/occupant will dispose of all solid waste from such residential dwelling unit at his/her business or other off-site location and provide the hauler with the name and address of the business. The owner/occupant of shall be responsible for his/her own transportation.
2. **Condominium Associations.** Condominium associations may opt-out of the single waste hauler program for the collection of residential dwelling unit waste if the association notifies the Designated Waste Hauler, in writing, that the association will dispose of all solid waste generated by dwelling units within the association in accordance with a commercial disposal contract for all of the dwellings encompassed by the condominium association and provide a copy of the contract for the same to the designated waste hauler.
3. **Vacant Residential Dwelling Units.**
 - A. **"Snowbird" Provision for Temporary Vacation of Dwelling Units.** The owner/occupant of a residential dwelling unit that intends to temporarily vacate the dwelling unit for a period of at least 90 days or 3 consecutive calendar months, whichever is more, shall notify the single waste hauler before the service is to be discontinued. To be eligible under the terms of this Section, the owner/occupancy must discontinue service for a minimum of 3 consecutive months (a single quarter billing cycle) and must provide the authorized waste hauler with adequate documentation verifying the vacancy.
 - B. **Permanently vacant residential dwelling unit.** An owner/occupant of a residential dwelling unit that will be permanently vacant shall notify the Designated Waste Hauler, in writing, of the effective date of the vacancy. Upon receipt of the notice, the Designated Waste Hauler will discontinue all service to the dwelling unit and not resume service until it is notified, in writing, that the dwelling unit will be occupied.
4. **Existing Contracts.** In the event that an owner/occupant of a residential dwelling unit has in existence a written contract with a company other than the Designated Waste Hauler as of the

effective date of this Ordinance, the owner/occupant shall notify its contractor that he/she is now subject to the parameters of the Charter Township of Kalamazoo Designated Waste Hauler Ordinance as of the effective date of this Ordinance and shall terminate such service as of April 1, 2016.

SECTION VII

RATES; BILLING FOR RESIDENTIAL MIXED WASTE COLLECTION

The owner/occupant of a residential dwelling unit shall be charged at a rate per month for residential mixed waste collection, transportation and disposal. If chosen, the owner/occupant of a residential dwelling shall also be charged at a rate per month for optional yard waste collection and disposal for the period April through November of each year.

- A. **Rates.** The Designated Waste Hauler shall charge fees for the collection and disposal of residential mixed waste placed for collection as established and set forth in the contract between the Designated Waste Hauler and the Township. Rates for collection and disposal of residential mixed waste and for the optional collection of yard waste shall be set forth in a resolution adopted by the Township Board and published on the Township's website and in a newspaper of general distribution in the Township.
- B. **Billing.** The Designated Waste Hauler shall send a quarterly or optional annual 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/year. 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/year 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/year for which 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. **No Billing to Opt-Outs.** Billing shall not be made to those owners/occupants of residential dwelling units that opt-out either temporarily or permanently, pursuant to Section VI. E. of this Ordinance.
- D. **Payment of the charges.** Payment for the charges contained in this Ordinance shall be made to the Designated Waste Hauler.

SECTION VIII

VIOLATION AND PENALTIES

A. Violation. Any person, firm, corporation, partnership, or owner or occupant of a residential dwelling unit as defined hereby who violates, disobeys, neglects or refuses to comply with any provision of this Ordinance, or who causes, allows, or consents to any of same, shall be deemed to be responsible for a violation of this Ordinance. Any person responsible for a violation of this article whether as an owner (by deed or land contract), lessee, licensee, agent, contractor, servant, employee, or otherwise, shall be liable as a principal.

B. Municipal civil infraction. A violation of this Ordinance is a municipal civil infraction as defined by state statute and shall be punishable by a civil fine determined in accordance with the following schedule:

1 st Offense:	\$150.00
2 nd Offense	\$250.00
3 rd Offense:	\$350.00
4 th and subsequent offense:	\$500.00

Additionally, the violator shall pay costs which may include all expenses, direct and indirect, to which the Charter Township of Kalamazoo has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$9.00 nor more than \$500.00 be ordered. In addition, the Township shall have the right to proceed in any court of competent jurisdiction for the purpose of obtaining an injunction, compliance order, restraining order, or other appropriate remedy to compel compliance with this section. Each day that a violation exists shall constitute a separate offense.

SECTION IX

SEVERABILITY

Should any portion of this Ordinance found to be invalid for any reason, such a finding shall not be construed as affecting the validity of the remaining portions of the Ordinance, which shall remain in full force and effect.

SECTION X

EFFECTIVE DATE AND REPEAL OF CONFLICTING ORDINANCES

This ordinance shall be effective on December 24, 2015. Conflicting Ordinances and Ordinance provisions are hereby repealed. Ordinance No. 240 "Refuse Bin" and Ordinance No. 350 "Litter" and the Township's Household Hazardous Waste, Solid Waste and Recycling program supported by a special assessment are deemed by the Township Board not to be in conflict with this Ordinance and are hereby specifically retained.

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