

VILLAGE OF MAYBEE
RESIDENTIAL REFUSE ORDINANCE
MONROE COUNTY, MICHIGAN

Ordinance No. 2024-03

It is the purpose of this Ordinance to provide a sanitary and satisfactory method of the 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 Village of Maybee and to establish a system of a single hauler for residential solid waste collection.

THE VILLAGE OF MAYBEE HEREBY ORDAINS:

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 or agricultural use.

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

Garbage/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 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.*).

Owner(s)/Occupant(s): Unless the Village is notified in writing to the contrary, the person whose name appears on the most recent tax assessment roll of the Village as the owner of record.

Residential Dwelling Unit: A building or portion of a building designed for human occupancy providing complete independent living facilities for one (1) or more persons including complete independent provisions for living, cooking eating, sleeping and sanitation for residential purposes, and shall include duplexes, townhouses and apartments but shall not include motels, hotels, limited care facilities, hospitals, transitional homes, adult foster care homes, nursing homes, halfway houses, licensed mobile home parks, campgrounds, or any other property used for commercial purposes.

Residential Refuse: All garbage/refuse and rubbish generated by a Residential Dwelling Unit, but excluding any materials accumulated from a business establishment or Hazardous Waste, unacceptable waste or Yard Waste; and including specific classifications further defined below as:

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 or Chlorofluorocarbons 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, glass, boxes and such other articles as would normally accumulate at a Residential Dwelling Unit.

Village: Village of Maybee in the County of Monroe in the State of Michigan.

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 Village, dump, deposit, place, throw, accumulate, or cause or permit the dumping, depositing, placing, throwing or accumulation of, Hazardous Waste, Residential Refuse and/or Yard Waste on public or private property within the Village. 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 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 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 and/or blight.

The Owner or Occupant of any property upon which is accumulated or placed, Hazardous Waste, Residential Refuse and/or Yard Waste in violation hereof shall be notified in writing by the Village 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 Village 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 Hazardous Waste, Residential Refuse and/or Yard Waste after being so notified by the Village or any other person who violates this Ordinance shall be subject to the penalty set forth in Section IX hereof and may also be subject to penalty for violation of Village of Maybee Blight Ordinance, Ordinance No. 2006-002.

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

When Hazardous Waste, Residential Refuse, and/or Yard Waste is collected at a Commercial/Industrial property, or agricultural property by a commercial waste hauler not under contract by the Village for Residential Collection; the shape, size and weight of the container used for collection shall be regulated by the commercial waste hauler and shall be in accordance with all applicable Village Ordinances and regulations.

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 Village, through its Designated Waste Hauler, shall provide weekly, roadside collection of Yard Waste and Residential Refuse or as provided in the Service Agreement/Contract with the Designated Waste Hauler. Every Residential Dwelling Unit within the Village shall have its Residential Refuse, and Yard Waste 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 Residential Refuse from a Residential Dwelling Unit, served under said contract may be continued for the duration of the contract; however, such contract is subject to verification by the Designated Waste Hauler and shall not be renewed at conclusion of its term. At the expiration of any such contract, collection of Residential Refuse from a Residential Dwelling Unit shall only be conducted by the Designated Waste Hauler.

All Owners/Occupants of Commercial/Residential Dwelling Units shall use containers that 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. Waste haulers, including the Designated Waste Hauler, at their discretion, may determine not to remove from any premises, any refuse not properly located and secured as provided in this Article.

All containers for Residential Dwelling Units 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 Designated Waste Hauler will not be responsible for collection of the Residential Refuse. It is the responsibility of the Owner/Occupant to make arrangements for collection in any manner other than provided herein.

Collection of Residential Refuse, from Residential Dwelling Units by the Designated Waste Hauler shall be made between the hours of 7:00 a.m. and 8:00 p.m., unless expressly stated otherwise in the Service Agreement/Contract between the Village and the Designated Waste Hauler.

All Residential Refuse shall be placed at the curb and be available for pick-up no later than 7:00 a.m. on the designated collection day. However, such Residential Refuse shall not be placed at the curb more than 24 hours prior to the designated day of collection.

Residential Refuse collection may be delayed by a day on designated holidays and may be extended into the following week in the event of severe weather, an Act of God or other emergency.

It shall be the responsibility of Owner/Occupants of Residential Dwelling Unit 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.

Unless otherwise approved by the Village, dumpsters shall not be permitted at Residential Dwelling Units, except for purposes of the clean-up of damage, moving or permitted construction, which may then be permitted for a period of up to 30 days with a possible 5-month extension by the Village for a total of 6-months.

- V. RATES AND FEES: The Village shall establish, by resolution, from a Service Agreement/Contract any rates and fees for solid waste collection from Owners/Occupants of Residential Dwelling Units; and 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 new owner or occupant to be billed so as to avoid delays in collection.

- VI. INDEMNIFICATION AND INSURANCE: The Designated Waste Hauler shall be required to indemnify and hold harmless the Village, its Council 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 Service Agreement/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 Village, its Council Members, officers and employees shall be named as additional insureds and the Village of Maybee shall be named as a Certificate Holder. The Designated Waste Hauler shall supply a copy of all insurance policies, including applicable certificates, required in this Ordinance to their Village no later than thirty (30) days prior to commencement of its duties pursuant to its contract with the Village.

- VII. RULES AND REGULATIONS: The Village President is hereby authorized, subject to the approval of the Village Council, to make reasonable and necessary rules and regulations consistent with the provisions of the 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 the Ordinance shall be deemed a Municipal Civil Infraction and shall be punishable by a fine not to exceed \$500 in addition to any costs of enforcement including, but not limited to, costs of prosecution. In addition to any penalty for violation of the Ordinance, the Village is authorized to file a civil action seeking injunctive relief to further the enforcement of this Ordinance.

This Ordinance shall become effect twenty (20) days after publication.

The foregoing Ordinance was approved by the Village Council at a Regular meeting on 10/9/24

Katie Napier
10/9/2024, Clerk

Joel Grubb
Joel Grubb, President