

VILLAGE OF AUGUSTA
COUNTY OF KALAMAZOO, STATE OF MICHIGAN

VILLAGE OF AUGUSTA ORDINANCE NO. 188

GARBAGE, REFUSE & RECYCLING ORDINANCE

An ordinance to regulate garbage, refuse and recycling pickup and to establish civil sanctions and remedies for a violation of same.

THE VILLAGE OF AUGUSTA
KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION 1

TITLE

This Ordinance shall be known as the Village of Augusta Garbage, Refuse and Recycling Ordinance.

SECTION 2

PURPOSE & LEGAL JUSTIFICATION

- A. The purpose of this Ordinance is to protect and promote the public health, safety, and welfare of the inhabitants of the Village of Augusta, and regulate the collection of residential garbage and recyclables in a manner that will promote waste reduction.
- B. The Village Council of The Village of Augusta is hereby authorized and empowered to enter into a contract with a suitable licensed waste hauling company for the reception and disposal of garbage and all other unsanitary matter and for furnishing the necessary vehicles for collecting and removing the same in the manner directed by the village council. The council shall have the power to make such rules, regulations, and requirements as such the council may, from time to time, deem for the best interest for the village.
- C. This Ordinance does not prevent persons or organizations from marketing or disposing of collected materials where the persons or organizations choose, as

long as the collected materials are marketed or disposed in a manner which is consistent with local, state, and federal requirements.

- D. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.
- E. Sections of this Ordinance shall be deemed severable and should any section, clause, or provision of this Ordinance be declared invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared invalid.

SECTION 3

DEFINITIONS

- 1) **“Curbside Collection”** means the gathering by a hauler of designated materials placed by a customer within three (3) feet of the curb or road’s edge.
- 2) **“Garbage”** means all waste consisting of or in general contact with putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, and other small miscellaneous residential waste, such as consumer packaging used for food products.
- 3) **“Hauler”** means the licensed contracted company involved in the business of collecting residential garbage and recyclables generated within this jurisdiction.
- 4) **“The Village”** means The Village of Augusta Michigan
- 5) **“On Site Collection Service”** means service provided to residential buildings of five dwelling units or more. Containers for such service generally shall be for common collection
- 6) **“Person”** means any individual, firm, public or private corporation, partnership, trust, public or private agency, or any entity or any group of such persons.
- 7) **“Prohibited Items”** means items which cannot be lawfully disposed of in a Type 2 landfill as defined by law.
- 8) **“Recyclable material & recyclables”** means 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.
- 9) **“Trash”** means all large rubbish and debris of a domestic or household character, except garbage, recyclables, and yard trimmings, or any other prohibited item. Recyclables containers containing trash shall be deemed trash for purpose of this Ordinance

- 10) **“Yard Trimmings”** means leaves, grass clippings, vegetable or other garden debris, shrubbery, or brush or tree trimmings.
- 11) **“Resident”** means any person or persons living inside the village limits of the Village of Augusta.

ARTICLE 4

HAULER REQUIREMENTS

- A. The hauler shall offer the following curbside collection services to the residential customers in the Village of Augusta.
 - 1) Garbage & Recycling
- B. The hauler shall not limit the amount of residential recyclable materials from Each customer as long as that customer generates the materials.
- C. The hauler shall offer customers living in housing structures with five or more units the opportunity for on-site collection of garbage and recyclables.
- D. The hauler shall abide by all local ordinances in effect which regulate days when materials are collected.
- E. The hauler shall offer it’s regular curbside residential garbage-recycling customers once per week garbage collection service and once per month recycling collection service. The hauler shall also offer irregular or as needed collection service.
- F. The hauler shall offer at least three garbage collection container size options. The smallest option shall be no greater than a 30-gallon container.
- G. The hauler shall clearly and separately indicate on the customers billing statements the fees for each of the following collection services purchased every time the customer is billed.
 - 1) Garbage Service
 - 2) Recycling Service
- H. Fees for residential collection services will be determined by contract with the village.
- I. The hauler shall not charge an extra fee for front door or similar Non-curbside service to elderly or handicapped customers who provide proof to the hauler of a disability that renders their household unable to place materials for collection at the curb or road edge. In case of a dispute between the hauler and the customer as to the accuracy of the proof provided by the customer, the village shall make the final determination.

J The hauler shall provide proof of minimum liability insurance when working In the village as follows:

- 1) Commercial General Liability (this includes contract ional liability, Independent contractors coverage, and broad form general liability extensions)

Personal/Bodily Injury:	\$1,000,000 each person \$ 1,000,000 each accident
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Property Damage:	\$ 1,000,000 each accident \$ 1,000,000 each aggregate
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- 2) Motor Vehicle Liability (including hired cars and auto non ownership)

Bodily Injury:	\$ 1,000,000 each person \$ 1,000,000 each occurrence
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Property Damage:	\$ 1,000,000 each accident \$ 1,000,000 each aggregate
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The insurance company(s) providing the above insurance to the hauler must be licensed to do business in the State of Michigan, recognized by the Michigan insurance bureau, and have a rating of B+ or better. The insurance policy shall include an endorsement stating that it will be understood and agreed by the hauler and its insurance company that thirty (30) days advanced written notice of cancellation, non renewal, reduction, and/or material change of the insurance policy shall be sent to the licensing agent and the village.

K On a semi-annual basis, the hauler shall distribute to their residential customers, the local unit, and the licensing agent printed material which communicates the availability of and includes the details and procedures for the collection services regulated in the Ordinance. The hauler may distribute the printed materials with customer billings or appropriate leave behind tags for its customers. The hauler shall notify its residential customers and the village of any material changes in service that effect the customer on or before the next billing cycle. If a customer of the hauler does not properly prepare materials for collection, a hauler is not obligated to pick up the material. In such cases, the hauler shall notify the customer of the potential violation and provide instructions to the customer on how to comply. The notification shall be a leave behind tag, letter, telephone, or direct personal contact.

L The hauler is required to have all required licenses as required by law.

ARTICLE 5

RESIDENT REQUIREMENTS

- A. All residents who need garbage and/or recycling service, are required to use the waste hauler contracted by the village.
- B. The refuse containers must be placed out on the street edge no earlier than the evening before the day of pickup and must be removed from the village right of way and put back on the residents property by dusk of the day of pickup.
- C. The resident will pay the garbage and/or recycling bill to the contracted waste hauler quarterly.
- D. No rubbish shall be kept in the open before it is placed in a container of a size That enables the rubbish to be fully enclosed.
- E. Complaints will be directed to the contracted waste hauler. The village will Assist the resident with the compliant if it is not resolved through normal means.

ARTICLE 6

SANCTIONS

- A. A hauler or resident who violates any of the provisions of this Ordinance shall Be deemed responsible for a municipal civil infraction as defined by Michigan Statute and shall be subject to a civil fine of not more then \$500. Each day that the violation occurs shall constitute a separate offense.

ARTICLE 7

EFFECTIVE DATE

This Ordinance shall take effect upon the date of its publication, which shall be within 15 days after its adoption.

Julie Glenn
Village Clerk

CERTIFICATE

I hereby certify that the foregoing Ordinance was adopted by the Village of Augusta at a meeting held on June 13, 2005, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, and was published as required by law.

I further certify that the Ordinance or a summary thereof was published in The Horizon News, a newspaper of general circulation in the Village, within fifteen (15) days of the adoption of the Ordinance, on June 22, 2005.

Julie Glenn, Village Clerk