

Dexter Township

Ordinance No. 44

Designated Hauler and Collection Regulation

AN ORDINANCE TO REGULATE THE BUSINESS OF SOLID WASTE, RECYCLABLES, COMPOSTABLES AND YARD CLIPPINGS COLLECTION WITHIN THE TOWNSHIP OF DEXTER; TO PROVIDE FOR A DESIGNATED HAULER FOR CERTAIN DESIGNATED GENERATION SITES; AND TO ESTABLISH PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

Section 1 – Title

This Ordinance shall be known and cited as the Dexter Township "**Designated Hauler and Collection Regulation Ordinance**," and it shall be sufficient in any action for enforcement of the provisions hereof to define the same by such short title or by reference to the number hereof.

Section 2 – Purpose

The purpose of this Ordinance shall be:

- A. To further secure and protect the general welfare and safety of the citizens and others within the Township of Dexter.
- B. To establish a Designated Hauler for specified Generation Sites.
- C. To establish and allow for a Designated Hauler Program and Agreement that provides for the terms and conditions for the collection of solid waste and recyclables by the Designated Hauler.
- D. To establish penalties for the violation of the provisions.

Section 3 – Definitions

Collection Vehicle - any vehicle specifically designed for and used for the collection of Solid Waste, Recyclables, Compostables or Yard Clippings.

Commercial - any business establishment or office, regardless of zoning district, which provides for the sale of goods and/or services to customers.

Commercial Designated Generation Site– as may be set forth in the Designated Hauler Agreement, certain Commercial locations that are on or adjacent to the Designated Hauler’s curbside routes and that use rolling curb carts for either waste or recycling.

Compostables - means organic fruit and vegetable material which is produced incidental to the vegetable material which is produced incidental to the preparation of food for human consumption in residential structures.

Construction and Demolition Debris –

Designated Hauler - means any person or entity awarded a contract as the Township’s Designated Hauler to engage in the business of collecting Solid Waste, Recyclable Materials, Compostables or Yard Clippings from specific generation sites within the Township for hauling, transporting, or disposing of such materials.

Designated Hauler Agreement – a contract between the Township and a Hauler that has been approved by the Township Board of Trustees, signed by both parties, and covering the applicable dates.

Designated Hauler Program – means a program established by the Township Board to select and choose a Designated Hauler to collect one or more of the following material streams - Solid Waste, Recyclables, Compostables or Yard Clippings – within Dexter Township. The Township Board may choose one or more Designated Haulers for one or more of the material streams as defined by the Designated Hauler Agreement. The Township Board may select a defined processing or disposal site for each of the material streams in the program and may choose to contract separately for processing or disposal of each material stream. Delivery of material streams to processing or disposal facilities will be defined in the Designated Hauler Agreement. The Designated Hauler Program does not preclude any Designated Generation sites from contracting for Construction and Demolition Debris removal.

Garbage - 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, fowl, fruit, or vegetables.

Generation Site – any residential, commercial, institutional, or industrial unit in the Township that generates Solid Waste, Garbage, Rubbish, Recyclables, Compostables or Yard Clippings.

Designated Generation Site – any Generation Site that is designated by the Township to be serviced by the Designated Hauler

Industrial - any business establishment, regardless of zoning district, which provides for the production or manufacture of goods or raw material or component parts.

Industrial Designated Generation Site – as may be set forth in the Designated Hauler Agreement certain locations not limited to manufacturing facilities.

Institutional - municipal buildings, utilities, police and fire facilities, hospitals, schools, places of worship, and related institutional uses as defined in the Designated Hauler Agreement.

Institutional Designated Generation Site– as may be set forth in the Designated Hauler Agreement certain locations not limited to municipal buildings, utilities, police and fire facilities, hospitals, schools, places of worship, and related institutional uses that are on or adjacent to the Designated Hauler’s curbside routes and that use rolling curb carts for either waste or recycling.

Litter - means all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris or other foreign substances of every kind and description.

Material Streams – means one or more of the following materials - Solid Waste, Recyclables, Compostables or Yard Clippings - collected by a chosen Designated Hauler

Multi-Family - any residential development which provides for more than one family on a single parcel of land.

Multi-Family Designated Generation Site – certain multi-family generation sites, including, but not limited to, certain duplex, triplex, fourplex, and apartment, townhouse or condominium residential units that may be covered by Designated Hauler curbside collection system. Such multi-family generation sites may be defined or set forth in the Designated Hauler Agreement.

Recyclables - selected items that are authorized to be picked up to be recycled. Recyclable materials mean source-separated materials, site-separated materials, high grade paper, glass, metal, plastic, aluminum, newspaper, corrugated paper, yard clippings as provided for in this ordinance, along with any other material deemed to be recyclable materials that may be added by duly adopted resolution of the Township Board which shall be attached as an addendum. These shall include, but need not be limited to, glass containers, metal food cans and lids, aluminum, newspaper, mail, paperboard boxes, cartons, cups and containers, flat and corrugated cardboard and plastic containers with recycling codes recycling codes 1 (polyethylene terephthalate; clear plastic) or 2 (high density polyethylene containers, such as milk jugs, etc.) and 5 (polypropylene containers such as yogurt cups, etc.).

Rubbish - means non-putrescible solid waste, excluding ashes, consisting of both combustible and non-combustible waste including paper, cardboard, metal containers, yard clippings, wood, glass bedding, crockery, demolished building materials, or litter of any kind that may be a detriment to the public health and safety.

Single-Family - any residential development which provides for one family on a single parcel of land.

Single-Family Designated Generation Site - any single-family dwelling unit that is not attached to any other dwelling unit by any means.

Solid Waste - garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludges, and solid commercial and solid industrial waste, animal waste; but does not include human body waste, liquid or other waste regulated by Michigan statute, ferrous or nonferrous scrap directed to a scrap metal processor or to a reuser of ferrous or non-ferrous products.

Yard Clippings - means leaves, grass clippings, vegetables or other garden debris, shrubbery, brush, or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. This term does not include stumps,

agricultural wastes, animal waste, roots, sewage, sludge, or garbage.

Section 4 --Designated Hauler Collection Requirements

A. Vehicles.

1. Any collection vehicle used for the transportation of Solid Waste, Recyclables, Compostables or Yard Clippings within the Township shall be water-tight, and equipped with covers over that portion of the vehicle that is used for the transportation of Solid Waste, Recyclables, Compostables or Yard Clippings.
 - a. Inspection of Collection Vehicles. The Designated Hauler shall, upon request, permit the inspection of collection vehicles by the Township or its designee, as those items relate to safe and proper equipment, including, but not limited to, lights, brakes, tires, and exhaust for compliance with existing state law and local ordinance.
2. Any such vehicle shall also be in good working order so as not to constitute a nuisance or a hazard to other traffic on the roads within the Township. The items to be in good working order include, but are not limited to, the tires, lights, horn, brakes, exhaust system, and steering system.

B. Fee Schedule.

1. The Designated Hauler's complete schedule of fees and charges to be made to customers for service shall be governed by way of an approved Designated Hauler Agreement with the Township.
2. The Designated Hauler shall not depart from its contracted-for-fees and charges, as approved by the Township in the Designated Hauler Agreement, in the operation of its business as the Designated Hauler within the Township.
3. Except as set forth in the Designated Hauler Agreement, any change in the fees or charges shall be filed with the Township Clerk and, after approval by the Township, mailed or hand delivered to each customer at least thirty (30) days before the changed fees are to become effective.

C. Pick-Up Schedules and Areas, unless Specified in the Designated Hauler Agreement.

1. The Designated Hauler shall file with the Township Clerk a complete schedule of the days and the areas that pickup from customers is to be made.
2. The Designated Hauler shall not depart from its filed schedule of days and areas for servicing Designated Generation Sites within the Township unless thirty (30) days written notice has been filed with the Township Clerk and mailed or hand delivered to each customer.
3. Exceptions to the above requirements will be allowed only in case of an emergency. Such a situation shall be that which constitutes a potential health hazard because conditions not directly within the control of the Designated Hauler such as, but not limited to, weather conditions, acts of God, and vehicle breakdowns, which could not have been prevented. Such exceptions shall be decided by the Township Supervisor or Clerk.

D. Pick-Up Prohibitions.

The Designated Hauler shall not drive or cause to be driven any of its vehicles over or through any street in Dexter Township at any time on any Sunday or on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day.

1. Designated Generation Sites shall be serviced within the Township only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, except Designated Generation Sites shall be serviced on a Saturday between those hours when a legal holiday has occurred on a weekday in the immediately preceding week, or when scheduled weekday collections have been delayed in the immediately preceding week, or when scheduled weekday collections have been delayed in the immediately preceding week due to collection vehicle equipment failure beyond the control of the Designated Hauler.

2. Exceptions to the above requirements will be allowed only in case of an emergency. Such a situation shall be that which constitutes a potential health hazard because conditions not directly within the control of the Designated Hauler such as, but not limited to, weather conditions, acts of God, and vehicle breakdowns, which could not have been prevented. Such exceptions shall be decided by the Township Clerk.

E. Non-Discrimination.

Service shall be offered by the Designated Hauler to any and all Designated Generation Sites, without discrimination.

Section 5– Curbside / Roadside Collection of Recyclables, Compostables or Yard Trimmings by Designated Hauler

- A. A Designated Hauler may provide for curbside/roadside collection of Recyclables, Compostables or Yard Clippings to each Designated Generation Sites from which they also collect Solid Waste. Unless as otherwise stated in the Designated Hauler Agreement, the following applies:
1. Recyclables, Compostables and Yard Clippings shall be picked up weekly, and on the same day of the week as the Solid Waste collection of that week.
 2. The Designated Hauler shall provide appropriate containers for Recyclables to each Designated Generation Site.
 - a. Designated Generation Sites, including mobile homes, if applicable, shall each be provided with suitable containers for Recyclables. Large or bulky recyclables will be placed near the recycling container for pick-up.
 3. Recyclables, Compostables and Yard Clippings separated by Designated Generation Sites and collected by the Designated Hauler shall be delivered to recycling and composting/processing facilities as provided for in the Designated Hauler Agreement for processing into marketable commodities and shall not be disposed of into trash hauling vehicles by trash hauling personnel or taken to disposal facilities. Separate vehicles shall be used to collect Recyclables and Compostables/Yard Clippings.

Section 6 – Customer Requirements

A. Generation Sites.

1. Each Generation Site to be serviced by the Township's Designated Hauler within Dexter Township shall retain all substances to be collected between scheduled pick-ups in an inconspicuous place on their premises and in suitable water-tight containers.
2. The night before the scheduled pick-up, receptacles containing the Solid Waste, Recyclables, Compostables or Yard Clippings to be collected may be placed at the edge of the roadway for pick-up. Receptacles shall be placed for pick-up no earlier than 6PM the evening before scheduled pick-up.
3. After pick-up, all empty receptacles shall be removed from the street promptly on the day of collection. Receptacles shall be removed from their pick-up location no later than 6PM on the day of scheduled pick-up.
4. All Designated Generation Sites are required to have their Solid Waste, Recyclables, Compostables or Yard Clippings picked-up by the Designated Hauler under the terms, conditions and costs set forth in the Designated Hauler Agreement.

Section 7 – Designated Hauler Program

- A. Collection and Delivery of Solid Waste, Recyclables, Compostables or Yard Clippings by the Township's Designated Hauler. Commencing on the date set forth in the Designated Hauler Agreement, collection and delivery of Solid Waste, Recyclables, Compostables or Yard Clippings from Designated Generation Sites shall be in accordance with the Designated Hauler Agreement, this Ordinance and the following provisions:
1. No person shall dispose of any Solid Waste, Recyclables, Compostables or Yard Clippings (excluding yard clippings removed by landscapers) generated from Designated Generation Sites within the Township other than by means of the

Designated Hauler contracted by the Township for such purpose.

2. As further directed in the Designated Hauler Agreement, the Designated Hauler shall deliver Solid Waste to a facility authorized under Act 451, as amended, Recyclables to a recycling facility and all other collection as directed in the Designated Hauler Agreement.
 3. No person, except the Designated Hauler, shall engage in the business of collection, transporting, delivery or disposal of Solid Waste, Recyclables, Compostables or Yard Clippings (excluding landscapers collecting yard clippings) generated by Designated Generation Sites within the Township.
 4. The Designated Hauler shall comply with Act 451 and all applicable federal, state and county laws, local ordinances, and rules and regulations in the collection, transportation, and delivery of Solid Waste, Recyclables, Compostables or Yard Clippings.
 5. No person shall knowingly place hazardous waste at curbside or other designated locations for collection, and the Designated Hauler shall not knowingly collect or deliver hazardous waste to a processing or disposal site.
 6. The provisions of this Section prohibit the placement of Solid Waste, Recyclables, Compostables or Yard Clippings for collection by a person or company other than the Designated Hauler Clippings (excluding landscapers collecting yard clippings) even if such person or company provided such collection services prior to the enactment of the Designated Hauler Agreement, effective the date that the Township has established for the first day of service by the Designated Hauler. As of that date, any such person or company shall promptly remove, at its own cost, all containers it has provided to any Designated Generation Site and refund any prepaid fees collected from that Designated Generation Site for services that would have been provided after that date.
- B. Rates, charges, and payments for Designated Hauler program: The Designated Hauler shall charge fees for collection and disposal of waste and shall bill for such services in accordance with the following, unless provided otherwise in the Designated Hauler Agreement.
1. The Designated Hauler shall charge fees for collection and delivery of Solid Waste, Recyclables, Compostables or Yard Clippings placed for collection as set forth in the Designated Hauler Agreement between the Designated Hauler and the Township.
 2. Unless specified otherwise in the Designated Hauler Agreement, the Designated Hauler shall send a quarterly invoice, in advance, to each Designated Generation Site for which services are provided in the Township. Such invoice shall represent charges for services to be rendered in the following quarter.
 3. Unless otherwise specified in the Designated Hauler Agreement, the invoice shall be delivered by regular mail at least two weeks prior to the beginning of the quarter for which charges are imposed.
 4. If the invoice is not paid within 90 days after the due date, it shall be considered delinquent, and a penalty set by the Township Board or as otherwise specified in the Designated Hauler Agreement shall be added to the amount due.
 - a. If provided in the Designated Hauler Agreement, the charges for collection and disposal fees relating to services to Designated Generation Sites by the Designated Hauler shall constitute a lien on the Designated Generation Site for which the services have been provided. Any charges and penalties delinquent for three months or more shall be certified annually by the Township official in charge of collection to the tax assessing officer of the Township to be entered upon the next tax roll against the Designated Generation Site for which the services have been rendered, and the charges and penalties shall be collected as part of the general Township taxes against such Designated Generation Site and shall accrue further interest and penalties and shall be collected in the same manner as provided for delinquent real property taxes in the Township. If not provided for in the Designated Hauler Agreement, the Designated Hauler shall be responsible to collect all fees and the Township will have no obligation to collect any fee or delinquent payment by tax lien or otherwise.
- C. If any term, provision, or condition is not covered by this Ordinance, the Designated Hauler Agreement shall control and the Township retains the right to amend, modify or change any term or condition provided in the Agreement upon renewal, agreement of the parties or selection of a new Designated Hauler.

Section 8 – Penalties

Any person or business engaging in Solid Waste, Recyclables, Compostables or Yard Clippings collection for Designated

Generation Sites, or a Designated Hauler, who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be subject to a fine of at least Twenty-Five Dollars (\$25), and not more than Five Hundred Dollars (\$500), and the costs of prosecution.

A separate offense shall be deemed committed for each violation, each location of violation and for each day a violation continues.

Section 9 – Severability

In the event that any section, paragraph, sentence, phrase, word, or part of this Ordinance shall be held invalid, such holding shall not affect the balance of the provisions herein.

Section 10 – Effective Date

The foregoing sections or summary of this Ordinance shall be published in a newspaper of general circulation within the Township of Dexter and shall become effective upon such publication.

Certificate of Adoption

STATE OF MICHIGAN
COUNTY OF WASHTENAW

Roll call vote: Supervisor Sikkenga, Clerk Stambouellis, Treasurer Metz

Trustees: Scott, Sanders, Driskell, Nolte

Yeas: Sikkenga, Stambouellis, Metz, Scott, Nolte, Sanders, Driskell

Nays: None

Abstain: None

Absent: None

Tally Y = 7; N = 0; Abstain = 0; Absent = 0

CERTIFICATE

The undersigned, being the duly elected and acting Clerk of the Township of Dexter hereby certifies that the foregoing ordinance was adopted at a regular meeting of the Dexter Township Board at which a quorum was present on the 19th day of December 2023, and that the members voted thereon as hereinbefore set forth.



Michelle Stambouellis, Clerk