

**WASTE HAULER
LICENSING ORDINANCE
LAKETOWN TOWNSHIP**

ORDINANCE NO. 152

AN ORDINANCE TO PROVIDE FOR THE LICENSING OF A SINGLE COLLECTOR OR HAULER OF REFUSE AND RECYCLABLE MATERIALS, TO PROVIDE LICENSING AND OPERATING REQUIREMENTS FOR THAT COLLECTOR OR HAULER, AND TO PROVIDE PENALTIES FOR THE VIOLATION OF THESE REQUIREMENTS.

THE TOWNSHIP OF LAKETOWN, ALLEGAN COUNTY, MICHIGAN, ORDAINS:

Sec. 1 TITLE

This Ordinance shall be known and referred to as the Laketown Township Waste Hauler Licensing Ordinance.

Sec. 2 DEFINITIONS

In the enforcement and interpretation of this Ordinance, the following words, terms, or phrases are defined as stated below, unless specifically stated otherwise in context.

2.01 APPLICATION. The documents and representations provided by a Licensee or any Potential Licensee to the Township, including information conveyed during any discussions between the Licensee or Potential Licensee and the Township subsequent to the submission of an Application for a License but prior to the award of and acceptance of the License.

2.02 BAGS. Plastic sacks, constructed from a minimum of 50 percent Recyclable Materials, designed to store Refuse or Recyclable Materials and having sufficient wall strength to maintain physical integrity if lifted from the top when full.

2.03 BULKY WASTE. Discarded or unusable stoves, refrigerators, water tanks, washing machines, furniture, and other waste materials, except Construction

Debris, Dead Animals, Hazardous Waste, or Stable Matter in amounts that cannot be stored in containers.

- 2.04 CONSTRUCTION DEBRIS.** Waste building materials which result from construction, remodeling, repair, or demolition operations.
- 2.05 DEAD ANIMALS.** Whole or parts of animals equal to or greater than ten pounds in weight, that have expired from any cause (except those slaughtered or killed for human use).
- 2.06 DISPOSAL SITE.** A Refuse depository including, but not limited to, sanitary landfills, transfer stations, and incinerators. A Disposal Site must be licensed, permitted or approved to receive for processing or final disposal Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such license, permits or approvals. A Disposal Site must be consistent with the Allegan County Solid Waste Management Plan, which has been adopted by Allegan County pursuant to Act 641 of 1978 (as amended), and all applicable laws, rules, regulations, orders, and directives.
- 2.07 GARBAGE.** All putrecible wastes of animal, fruit or vegetable matter or origin, including whole or parts of dead animals less than ten pounds in weight, but not including any matter defined in this Ordinance as Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.
- 2.08 HAZARDOUS WASTE.** Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or any successor agency or an appropriate agency of the State of Michigan to be "hazardous" as that term is defined by or pursuant to federal or state laws or regulations.
- 2.09 LICENSE.** The Township's authorization for a Waste Hauler to collect Refuse and Recyclable Materials from Residential Units. The License shall be subject to the terms and conditions set forth in a written agreement between the Township and the Waste Hauler. The License shall become effective on the date the written agreement is effective and, unless renewed, shall not remain in effect after the written agreement expires. The Township shall have only one License in effect at a time.
- 2.10 LICENSEE.** The Waste Hauler granted a License pursuant to this Ordinance.

- 2.11 ORDINANCE.** The Waste Hauler Licensing Ordinance enacted by the Township, being Ordinance no. 152, effective April 1, 2009, as amended.
- 2.12 POTENTIAL LICENSEE.** A person, corporation, partnership, or other legal entity seeking a License pursuant to this Ordinance.
- 2.13 RECYCLABLE MATERIALS.** All materials collected for recycling, including but not limited to the following: newspapers, clear glass, tin and steel cans, aluminum, polyethylene terephthalate (PET #1), high density polyethylene (HDPE #2), and plastic jugs.
- 2.14 REFUSE.** All Rubbish, Garbage, Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit, unless the context otherwise requires a broader or narrower definition.
- 2.15 RESIDENTIAL UNIT.** Any building or structure which is occupied as a dwelling, or any building or structure which contains up to four dwelling units. A Residential Unit shall be deemed to be occupied when either water or domestic light and power services are supplied to it. A condominium dwelling, whether single or multiple level construction, consisting of four or fewer contiguous or separate single family living areas shall be treated as a Residential Unit.
- 2.16 RUBBISH.** All waste, wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or their branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.
- 2.17 STABLE MATTER.** All manure and other waste normally accumulated in or about a stable or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 2.18 TOWNSHIP.** Laketown Township, Allegan County, Michigan.
- 2.19 WASTE HAULER.** A person, firm, corporation, or other legal entity who hauls, collects, or removes Refuse or Recyclable Materials generated by another person, firm, or corporation who or which occupies, owns, or operates a Residential Unit in the Township.

2.20 WASTE HAULER OWNED TRASH CONTAINER. A receptacle with a capacity of at least 20 gallons, but not greater than 65 gallons, constructed of at least 50 percent recycled plastic and having a tight fitting lid capable of preventing rodents from entering. The mouth of the receptacle shall have a diameter which is at least equal to the diameter of the base of the receptacle.

Sec. 3 GENERAL PROCEDURES FOR THE COLLECTION OF REFUSE AND RECYCLABLE MATERIALS

3.01 DUTY OF DISPOSAL. Unless exempted by the terms of a written contract between the Township and the Waste Hauler, the occupants of all Residential Units in the Township shall dispose of all Refuse and Recyclable Materials generated by the occupancy or use of the Residential Units either by delivering the Refuse and Recyclable Materials to a Disposal Site or recycling center, or by having a Waste Hauler licensed pursuant to this Ordinance deliver the Refuse and Recyclable Materials to a Disposal Site or recycling center on their behalf.

3.02 REFUSE CONTAINERS. All Garbage shall be stored in closed watertight containers until it is to be taken or hauled away for disposal. All other Refuse shall be stored in a Bag, container, or cart suitable for carrying such Refuse, unless the Refuse is of such a size that it will not readily fit into a Bag, cart, or container.

3.03 REFUSE AND RECYCLABLE MATERIAL ACCESSIBILITY. All Bags, receptacles, containers, dumpsters or carts for Refuse and Recyclable Materials from a Residential Unit shall be placed in a location where they are readily accessible for collection on the collection day established by the Waste Hauler, but they shall not be placed on or adjacent to a street, parkway, sidewalk, or road right-of-way prior to 6:00 p.m. on the day before the collection day. All such Bags, receptacles, containers, dumpsters or carts from Residential Units shall be removed from the street, parkway, sidewalk, or road right-of-way, or their vicinity, no later than 8:00 p.m. of the day on which the Refuse or Recyclable Materials have been collected.

3.04 OUTSIDE STORAGE OF TRASH RECEPTACLES

1. A receptacle, container, dumpster or cart used for the storage of Refuse or Recyclable Materials for any Residential Unit may not be stored outside unless one or more of the following conditions are met.

- A. The receptacle, container, dumpster or cart is visually screened from the adjacent properties and street by natural (e.g., shrubs, evergreen trees, soil berms, etc.) or manmade (e.g., fence, lattice, etc.) materials.
 - B. The receptacle, container, dumpster or cart is located 50 feet or more from all lot lines.
2. Bags may not be stored outside unless they contain only yard waste and even then only for a period not to exceed one week.
3. A receptacle, container, dumpster or cart with a capacity of two cubic yards or more may be stored outside when it is being used to collect Construction Debris from the site, but not for a period of more than 180 days. This limit may be extended upon written request to the Township's zoning administrator. The zoning administrator shall make a written decision after considering the project schedule, location of the trash container, and any alternatives that will reduce the visual impact upon neighboring properties.

Sec. 4 WASTE HAULER LICENSING REQUIREMENTS

It is unlawful for any Waste Hauler to engage in the business of collecting, hauling, and removing the Refuse or Recyclable Materials of another person from any Residential Unit in the Township unless the Waster Hauler has first obtained a License from the Township pursuant to this Ordinance.

Sec. 5 LICENSE APPLICATION

Any Waste Hauler who desires to engage in the business of collecting, hauling, or removing Refuse or Recyclable Materials of another person from any Residential Unit in the Township shall apply to the Township for a License. The Application shall contain all pertinent information required under this Ordinance or such other information as shall be reasonably required by the Township from time to time. At a minimum, the information shall include the following.

1. A description of the service to be rendered.
2. Where the motor vehicles used to provide the service will be parked at night.

3. Copies of certificates of insurance which comply with the limits specified in this Ordinance.
4. Identification of the ownership of the Waste Hauler, if not a natural person, including the names and addresses and other primary business affiliations of all persons with one percent or more ownership interest and the ultimate controlling natural persons and of all officers and directors; provided, however, that when any parent corporation has in excess of 1,000 shareholders and its shares are publicly traded on a national stock exchange, then a list of all holders of five percent or more of the voting stock of such corporation shall be disclosed.
5. An indication of whether the Waste Hauler, or any entity controlling the Waste Hauler, including any officer or major stockholder of a corporation, has been adjudged bankrupt, has had a Refuse collection license revoked, or has been found guilty by any court or administrative agency in the United States of: (1) a violation of a security or antitrust law; or (2) a felony or any other crime involving moral turpitude. The Waste Hauler shall further identify any such person or entity and fully explain the circumstances.
6. A demonstration of the Waste Hauler's technical, legal and financial ability to operate the proposed service.
7. A description of the physical assets to perform the services, including the Disposal Site, trucks and truck maintenance facilities, etc.
8. The proposed rates to be charged, including rates for each service type, as appropriate.
9. Information as necessary to demonstrate compliance with all relevant requirements contained in this Ordinance.
10. A demonstration that the Waste Hauler's proposal is designed to be consistent with all federal and state requirements.
11. An affidavit of the Waste Hauler or its duly authorized officer, certifying, in a form acceptable to the Township, the truth and accuracy of the information contained in the application and acknowledging the enforceability of application commitments.

12. In the case of a Waste Hauler with an existing License seeking a renewal, a demonstration that the Waste Hauler has substantially complied with the material terms of the existing License and with the applicable law.
13. Other information that the Township, or its agents, may request of the Waste Hauler.

Sec. 6 REQUIREMENTS FOR ISSUANCE OF A LICENSE

No License shall be issued to any Waste Hauler for the purposes of collecting, hauling, or removing Refuse or Recyclable Materials of another person from any Residential Unit in the Township unless the Waste Hauler demonstrates the ability to comply with the following requirements.

- 6.01** The Waste Hauler shall provide the service of collecting, hauling, or removing Refuse or Recyclable Materials at least once each week for every Residential Unit customer who desires service, and to provide at least one extra vehicle to ensure prompt service in the event of equipment failure.
- 6.02** The Waste Hauler shall provide and maintain general comprehensive public liability insurance indemnifying, defending, and saving harmless the Township, its officers, boards, commissions, agents, and employees from any claims by any person or entity for any injury or death caused or alleged to have been caused by the Waste Hauler under this Ordinance. The minimum liability coverage shall be \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. The general comprehensive public liability policy or policies shall specifically include, but shall not be limited to, all costs, including the cost of defense, court costs, attorney's fees, and interest arising from any claims related to the injury or death of any person as described above. The policy or policies shall list the Township as an additional named insured, and shall not allow cancellation or expiration or termination without 30 days advance written notice to the Township.
- 6.03** The Waste Hauler shall provide and maintain property damage insurance indemnifying, defending, and saving harmless the Township, its officers, boards, commissions, agents, and employees from any claims by any person or entity for property damage, specifically including any claim for environmental contamination or release of Hazardous Waste, or the unlawful disposal of any solid waste, caused or alleged to have been caused by the Waste Hauler under this Ordinance. The minimum liability coverage shall be \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. The property damage insurance policy or policies shall specifically include, but shall not be limited to, all costs,

including the cost of defense, court costs, attorney's fees, and interest arising from any claims related to the damage of any property as described above. The policy or policies shall list the Township as an additional named insured, and shall not allow cancellation or expiration or termination without 30 days advance written notice to the Township.

6.04 The Waste Hauler shall have lawful access to a Disposal Site.

Sec. 7 REQUIREMENTS FOR LICENSE AGREEMENT

7.01 WASTE REMOVAL SERVICES. Only one Waste Hauler shall have a License at any one time to collect, haul, or remove Refuse pursuant to this Ordinance. The Waste Hauler shall comply with the following standards and requirements during the term of its License.

1. The Waste Hauler shall maintain service standards and insurance coverage as required for issuance of a License as provided in Section 6 of this Ordinance.
2. The Waste Hauler shall provide appropriate rodent proof covers for all Waste Hauler Owned Trash Containers and vehicles used for collecting, hauling, or removing Refuse in order to prevent spillage and to reduce odors. The Waste Hauler shall not use open equipment for collecting, hauling, or removing Refuse unless necessitated by emergency conditions. To every extent possible, the use of open equipment due to emergency conditions shall be subject to prior approval by the Township.
3. The Waste Hauler shall provide a sufficient number of trucks, equipment, and personnel to perform all services in a prompt and efficient manner within the Township.
4. The Waste Hauler shall provide its Refuse collection service for all Residential Units in the Township which are its customers once per week, on the same day of each week. The Waste Hauler shall designate the day on which it will provide the service for its Residential Units in the Township. If a holiday falls on the designated day, the collection day shall be scheduled for the next working day after the holiday.
5. The Waste Hauler shall serve any Residential Unit customer who desires a special service at a quoted cost based on the level of service requested. The services may include, but are not limited to, waste collection on a per

Bag price, or collecting, hauling, or removing Bulky Waste (so called "volume based pricing").

6. The Waste Hauler shall collect and haul, or otherwise remove, all items placed for collection by the Residential Unit customer, unless the items have not been placed in a location where they are readily accessible for collection or unless the items are not included in the definition of Refuse. Examples of such items include, but are not limited to, tree trunks and stumps, unbagged brush, motor vehicles, motor vehicle parts, Bulky Waste and Construction Debris.
7. The Waste Hauler shall provide without additional charge the special service of collecting the Refuse at the back door of any Residential Unit customer who is physically unable to bring the customer's Refuse containers to a location readily accessible for collection. The Waste Hauler shall make the determination of whether the customer is physically unable to bring the containers to a location readily accessible for collection. However, if the customer disagrees with the Waste Hauler's determination, the Township Manager will make the determination after consultation with the customer and the Waste Hauler.
8. The Waste Hauler shall require all personnel involved with the actual collection, hauling, or removal of Refuse to wear a fluorescent orange warning garment which shall also be reflectorized so that the personnel are visible. "Reflectorized" means fabric containing patchwork or strips which will reflect vehicle headlights.

7.02 RECYCLING COLLECTION SERVICE. The Waste Hauler shall develop, implement and maintain a curbside recycling program ("Recycling Program") for the Township. The Recycling Program shall meet the following standards.

1. The Recycling Program shall be carried out weekly, on the same day the Waste Hauler collects Refuse in the Township, unless the Township authorizes, in writing, a less frequent collection of Recyclable Materials.
2. Recyclable Materials shall be collected by the Waste Hauler from the same accessible locations from which Refuse is collected. Recyclable Materials shall be collected in Bags, bins, boxes, or other collection methods provided by the Waste Hauler as part of its monthly service fee to a Residential Unit customer, as approved by the Township.

3. The Waste Hauler warrants to the Township that all Recyclable Materials collected will be recycled to the fullest extent possible and as required by any rules and regulations implemented by the Township for its Recycling Program.
4. In implementing the Recycling Program, the Waste Hauler shall comply with all other relevant requirements of this Ordinance, including without limit section 7.01.
5. If the Waste Hauler is unable to recycle any collected Recyclable Materials because of their condition, the Waste Hauler shall dispose of them in accordance with applicable law. However, if the unacceptable condition is caused by the Waste Hauler (or its employees, agents, or representatives), the Waste Hauler shall be liable to the Township for the gross market value of the Recyclable Materials if they were in recyclable condition. If the Waste Hauler is unable to secure a recycler for certain Recyclable Materials collected pursuant to the Recycling Program because of an inability to find a viable market after reasonable efforts, then those Recyclable Materials shall be disposed of in accordance with applicable law. The Waste Hauler agrees to provide reasonable efforts and resources to locate a viable market for Recyclable Materials collected through the Recycling Program. The Waste Hauler shall furnish certified documentation to the Township on a quarterly basis describing the diversion of Recyclable Materials and any promotional activities undertaken by the Waste Hauler during the year to encourage the implementation of the Recycling Program. The quarterly reports shall include, at a minimum, the following information, in addition to the promotional information:
 - A. The total tonnage of Recyclable Materials collected since the last report;
 - B. The total tonnage of Recyclable Materials diverted from Disposal Sites to recycling since the last report; and
 - C. The names and addresses of the businesses, firms, or persons to whom the diverted Recyclable Materials have been delivered and the amounts delivered to each, since the last report.

Sec. 8 RATES AND RULES

The Waste Hauler with a License to collect Refuse or Recyclable Materials pursuant to this Ordinance shall only charge those rates, and will be subject to those rules, as are set forth in a rate schedule approved annually by the Township. The rate schedule shall be based upon a proposal initially filed by the Waste Hauler with its Application and modified from time to time by the Township. No increase of rates shall be permitted after a License is issued pursuant to this Ordinance and a resolution approving the rates has been adopted by the Township, unless the increase has been approved by the Township by subsequent resolution. The proposed rates shall bear a proper relation to the cost of the Waste Hauler's operation of its waste hauling business within the Township limits.

Sec. 9 LICENSE DURATION

The duration of a License issued to a Waste Hauler under this Ordinance shall be established by a written contract between the Township and the Waste Hauler, subject to the License revocation procedure in Section 12 of this Ordinance.

Sec. 10 LICENSE FEES

The annual fee for a License issued pursuant to this Ordinance shall be set by resolution of the Township on an annual basis.

Sec. 11 LICENSE PROCEDURE

If the Township adopts any general license procedures, those procedures shall apply to any License issued pursuant to this Ordinance. If there is any inconsistency between this Ordinance and the general license procedures, the higher standards or additional requirements shall apply.

Sec. 12 LICENSE REVOCATION

12.01 If a Waste Hauler is suspected of violating this Ordinance or any other Township ordinance or regulation, or any applicable federal, state or county law or ordinance or regulation, the Township, by its Manager or other designated representative, shall investigate the suspected violation. The Township investigator shall make a preliminary determination whether or not a violation has occurred and shall recommend appropriate action to protect the health, safety, and welfare of Township inhabitants.

12.02 If the Township investigator determines that the Waste Hauler has committed a violation, after the Township has given written notice to the Waste Hauler to cure the violation within 30 days, the Township shall be entitled to take the following action.

1. If the violation constitutes the first uncured violation, or the first failure to cure a violation within those 30 days, and the same violation has not resulted in damage to any person or property, the Waste Hauler shall pay the Township, as liquidated damages, the sum of \$500.00.
2. If the Waste Hauler has previously had one or more uncured violations or one or more failures to cure a violation within those 30 days, and there is an additional uncured violation or failure to cure a violation in a timely manner, or if any violation or failure to cure a violation has resulted in damage to property, the Waste Hauler shall pay the Township a sum equal to the amount necessary to compensate for any damage to property and, in addition, as liquidated damages, the sum of \$750.00.
3. If the Waste Hauler is found to be in violation of any of the terms of the Ordinance and if the violation has resulted in personal injury to one or more persons, the Waste Hauler shall pay to the Township, as liquidated damages, the sum of \$25,000.00 and, in addition, the Township may terminate the Waste Hauler's license.

12.03. Before any of the above-described actions are taken against the Waste Hauler, the Waste Hauler may request a hearing before the Township.

1. If a hearing is requested by the Waste Hauler, the Township shall permit the Waste Hauler to show cause why the penalty in question should not be assessed. The show cause hearing will be held at a public meeting of the Township Board within 30 days after receipt of the Waste Hauler's written request for the hearing.
2. After the show cause hearing, the Township may determine whether to assess the penalty in question. The determination shall be within 14 days after the public hearing is held. In making that determination, the Township Board shall be granted broad discretion to attach conditions to the continuation of the License, including an assessment of costs or fees in addition to any other penalties for violation of this Ordinance.

3. If the Township Board determines in its discretion that no violation of this Ordinance has occurred, then a written summary of the determination shall be placed in the Waste Hauler's file maintained by the Township.
4. Notwithstanding any other provision of this Ordinance, pursuant to Article VII, Section 19 of the Michigan Constitution, and pursuant to this Ordinance itself, any License granted under this Ordinance is subject to revocation at will by the Township Board.

12.04 For each failure to make a collection from a Residential Unit in accordance with the schedule of collection where corrections of such occurrence is not made by noon the following day, the Township may assess the Waste Hauler the sum of \$35.00 per Residential Unit missed, as liquidated damages suffered by the Township. However, if the failure to make a collection is the result of a flood, extremely icy or otherwise hazardous conditions of streets and roads, or any other act of God, such breach shall be waived by the Township and no assessment of liquidated damages shall be made. Complaints of this nature will be referred to the Waste Hauler who shall remedy the condition by noon the day following the referral.

Sec. 13 EXCLUSIVE CONTRACT

13.01 The Township Board may, either by advertising for bids or otherwise, enter into an exclusive contract with a Waste Hauler for the Township, with the mutual consent of the Waste Hauler. The Waste Hauler shall be chosen by the Township Board, according to its discretion. The Waste Hauler shall be the only entity allowed to collect Refuse or Recyclable Materials from Residential Units in the Township. The Waste Hauler shall collect and dispose of Refuse and Recyclable Materials from all Residential Units in the Township in full compliance with this Ordinance.

13.02 An exclusive contract between the Township and the Waste Hauler shall have an effective date and a termination date. Nevertheless, either party may terminate the contract immediately for breach of a substantive provision of the contract, if the other party is given 90 days notice of the breach and opportunity to correct the breach. If the breach is not corrected in those 90 days, the non-breaching party may terminate the contract immediately.

Sec. 14 COLLECTION AND DISPOSAL AS BUSINESS; LICENSE REQUIRED

No entity shall engage in the business of collection, transportation or disposal of Refuse or Recyclable Materials from Residential Units in the Township without first obtaining a License as provided in this Ordinance, other than persons disposing of their own Refuse or Recyclable Materials.

Sec. 15 EQUIPMENT INSPECTION

Before any License is granted to a Waste Hauler under this Ordinance, all equipment used or to be used by the Waste Hauler collecting, transporting or disposing of Refuse or Recyclable Materials shall be inspected and approved by the Allegan County Sheriff's Department.

Sec. 16 INDEMNIFICATION

A Waste Hauler shall pay any judgment which may be obtained against the Township, alone or jointly with the Waste Hauler, because of any injury or damage to persons or to property by reason of any License granted under this Ordinance. The Waste Hauler shall intervene and defend any such suit or action upon written notice from the Township.

Sec. 17 VEHICLE REQUIREMENTS

17.01 All vehicles of any Waste Hauler carrying Refuse or Recyclable Materials under this Ordinance shall have on both sides a sign containing the name of the Waste Hauler, with the telephone number and the number of the vehicle, all of which shall be painted in plain and unobscured letters not less than four inches in height. The number of the vehicle shall be registered at the Township Hall.

17.02 Vehicles used in the transportation of Refuse or Recyclable Materials 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 or allowed to remain on any public street or private road. All vehicles used by a Waste Hauler to transport Refuse or Recyclable Materials shall be cleaned frequently enough to maintain them 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 Ordinance shall be removed from service until it complies or its use shall be discontinued.

Sec. 18 VEHICLE OPERATION

- 18.01** The openings of each vehicle used by a Waste Hauler to transport Refuse or Recyclable Materials shall be closed and doors or covers shall be secured by an adequate latch or restraining mechanism to keep them closed while transporting Refuse or Recyclable Materials. The driver and the Waste Hauler shall see that the available cover is in the proper position. A special covering shall be used where conditions require control of odor, vermin, liquids, dust or smoke.
- 18.02** Each vehicle used by a Waste Hauler to transport Refuse or Recyclable Materials shall be loaded in a manner to minimize the spilling of Refuse or Recyclable Materials.
- 18.03** Where spillage does occur from a Waste Hauler unit transporting Refuse or Recyclable Materials, the material shall be picked up by the Waste Hauler as soon as possible and the area suitably cleaned.
- 18.04** Each Waste Hauler vehicle, when transporting Refuse, shall be emptied only in approved Disposal Sites.
- 18.05** No Waste Hauler vehicle used to transport Refuse or Recyclable Materials shall be parked in a residential area longer than necessary to collect the material unless it is parked at least 500 feet from adjacent residences. The requirement of 500 feet does not apply to vehicles parked at an operator's own residence if a nuisance is not created. 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.
- 18.06** The Waste Hauler shall provide a toll-free telephone number, or accept collect telephone calls, to receive complaints through at least normal daytime business hours. The Waste Hauler shall and provide someone to answer and dispose of such complaints within 24 hours.
- 18.07** Waste Hauler operators collecting in early morning hours shall use every precaution to prevent unnecessary noise.
- 18.08** Waste Hauler operators shall not damage cans which are owned by customers or other property while making collections and shall return cans to their location or designated place.
- 18.09** The Waste Hauler shall provide each customer a minimum of one pick-up per week in accordance with a pick-up schedule approved by the Township Board.

18.10 No Refuse or Recyclable Materials shall be collected in the Township except between the hours of 6:00 a.m. and 7:00 p.m. on the days established by the Waste Hauler and approved by the Township Board.

Sec. 19 COLLECTION OF MATERIAL AND EQUIPMENT

If the Waste Hauler ceases to collect, transport and dispose of Refuse and Recyclable Materials for Residential Units in the Township, the Waste Hauler shall in that event collect all of its material and equipment, including its containers, within the Township and at the Residential Units within 10 days. If the Licensee fails to do so, in addition to any other remedies, the Township may collect the material and equipment, store it and charge the Licensee a reasonable fee to retrieve it. If the Licensee fails to retrieve the equipment, the Licensee shall reimburse the Township for its expenses to collect, store and dispose of the equipment.

Sec. 20 NUISANCE PER SE

Any violation of this Ordinance is a public nuisance per se. The Township Board may enforce the provisions of this Ordinance by seeking injunctive relief in a court of competent jurisdiction in addition to any other remedies which may be available under the law or this Ordinance.

Sec. 21 SEVERABILITY AND CAPTIONS

This Ordinance and its various parts, sections, subsections, sentences, phrases, and clauses are severable. If any part, section, subsection, sentence, phrase, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected. The captions included at the beginning of each section are for convenience only and shall not be considered as part of this Ordinance.

Sec. 22 ADMINISTRATIVE LIABILITY

No officer, agent, employee, or member of the Board shall be personally liable for any damage that may accrue to any person as a result of any act, decision, or other consequence or occurrence arising out of the discharge of duties and responsibilities pursuant to this Ordinance.

Sec. 23 VIOLATIONS

Any person, firm, or corporation which violates the provisions of this Ordinance shall be responsible for a municipal civil infraction. The penalty for a violation of this Ordinance shall be a civil fine of not less than \$50.00, plus costs and other sanctions. Increased civil fines may be imposed for repeat violations of this Ordinance. A "repeat violation" of this Ordinance is a second or subsequent violation of this Ordinance within six months of a prior violation of this Ordinance. The penalty for a violation of this Ordinance which is a first repeat violation shall be a civil fine of not less than \$250.00, plus costs and other sanctions. The penalty for a violation of this Ordinance which is a second or subsequent repeat violation shall be a civil fine of not less than \$500.00, plus costs and other sanctions. The Township Supervisor, Township Superintendent, any law enforcement officer of the Township or the Allegan County Sheriff's Department or the Michigan State Police, and the Township Attorney are authorized to issue municipal civil infraction citations for violations of this Ordinance.

Sec. 24 REPEAL

All ordinances or parts of ordinances which are in conflict in whole or in part with any of the provisions of this Ordinance as of the date of this Ordinance are repealed to the extent of such conflict.

Sec. 25 EFFECTIVE DATE

This Ordinance was approved and adopted by the Township Board on January 14, 2009. This Ordinance shall take effect 30 days after its publication in a newspaper of general circulation in the Township of Laketown.

Terry Hofmeyer,
Township Supervisor

Wendy VanHuis,
Township Clerk

RB082001

CERTIFICATE

I, Wendy VanHuis, the Clerk for the Township of Laketown, Allegan County, Michigan, certify that the foregoing Waste Hauler Collector Licensing Ordinance was adopted at a regular meeting of the Township Board held on January 14, 2009. The following members of the Township Board were present at that meeting: Hofmeyer, Van Huis, Dewey, Stielstra and Scanlan. The following members of the Township Board were absent: none. The Ordinance was adopted by the Township Board with all members of the Board voting in favor, and no members of the Board voting in opposition. Notice of Adoption with a summary of the Ordinance was published in the *Holland Sentinel* on January 29, 2009.

Wendy VanHuis, Clerk
Laketown Township