

GRANT TOWNSHIP
ORDINANCE NO 96-01
SOLID WASTE COLLECTION AND DISPOSAL

AN ORDINANCE PURSUANT TO PUBLIC ACT 320 OF 1927, AS AMENDED, PROVIDING FOR THE COLLECTION, CONTROLLING THE COLLECTION AND DISPOSING OF TYPE II SOLID WASTE, REFUSE, AND GARBAGE; ESTABLISHING RATES AND FEES AND A MEANS OF DETERMINING FEES FOR THIS SERVICE; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF FEES; PROVIDING FOR THE LICENSING OF GARBAGE COLLECTION CONTRACTORS DOING BUSINESS IN THE TOWNSHIP; AND THE PROVIDING OF PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

SECTION I
DEFINITIONS

As used in this Ordinance the words and phrases listed below shall have the meaning ascribed to them in this section.

- (a) "County" means the County of Keweenaw.
- (b) "Township" means Grant Township.
- (c) "Utility Board" means the Grant Township Copper Harbor Utility Board.
- (d) "Contractor" means any garbage contractor duly licensed by the Keweenaw County Garbage Administrator to operate a garbage collection service within Keweenaw County.
- (e) "Administrator" means the county garbage administrator as appointed by the County Board and then holding that office.
- (f) "Mountain Lodge" means the Keweenaw Mountain Lodge owned and operated by the County of Keweenaw.
- (g) "Garbage" means putrescible and vegetable wastes resulting from the handling, preparation, cooking and consumption of food and miscellaneous waste resulting from normal living, housekeeping, premise up-keep and ordinary mercantile enterprises, trades, including ashes, paper or plastic cartons, tin cans, small packing boxes and papers, animal wastes and other household residue

but specifically excluding: human body waste, hazardous waste as regulated by State or Federal law, sheet metal, steel or white goods (excluding tin cans of one gallon or less capacity), building materials, industrial refuse, rubber tires, animal carcasses, motor vehicles or motor vehicle parts, oils, solvents, paints, varnishes, lead acid batteries, logs, or other yard wastes prohibited under Public Act 624 of 1990.

(h) "Commercial/industrial business" means any apartment complex of four or more units in a single structure or physically connected structures, any manufacturing or processing facility, or any premises utilized for the sale of goods or services to the general public.

(i) "Green Box" means a waste receptacle placed by a County licensed contractor collector, or any Township contracted collector, and designed and constructed for the temporary storage and mechanized loading of garbage into or onto a collection truck.

(j) "Compactor" means a waste receptacle placed by a county licensed collector or the Township, and designed and constructed for the temporary storage and mechanized loading of garbage into or onto a collection truck.

(k) "Receptacle" means any container (can, barrel, box, bag, etc.) utilized for the temporary storage of garbage inside or outside the structure which generates such garbage and intended to be handled by the township-contracted collector in the handling of garbage.

(l) "Person" means any individual, corporation, partnership, association, trust, municipality or other identifiable legal entity.

(m) "Unit" means any identifiable residential living structure or quarters or any commercial or industrial business, structure or site which generates garbage at any time during the calendar year (excluding, however, the generation of any garbage solely as a result of natural growth of trees or other vegetation.)

(n) "Residential unit" - means a unit solely used for residential purposes and no business activity is conducted on the premises.

(o) "Commercial - non-food service unit" means any unit used for commercial purposes but excludes any type of food service.

(p) "Commercial - food service unit" means any commercial unit that produces, processes, serves or otherwise deals in food service.

(q) "Industrial unit" means any unit involved in industrial type manufacturing.

(r) "Shall" means that a provision or procedure is mandatory.

(s) "May" means that a provision or procedure is optional.

(t) "Unit allowance" means the amount of garbage or refuse per week which may be deposited without incurring additional charges as determined by the Utility Board. Weekly unit allowance applies only to the week in which it is being tallied for beginning on Sunday of each week and ending on Saturday of that same week. Unit allowance is not cumulative and unused allowances shall not be carried over from one weekly period to the next weekly period.

SECTION II

LICENSING

(a) No person shall operate a garbage collection or removal service as a business within the Township unless such person first acquires, and thereafter maintains in effect and renews annually, a garbage collectors license from the Keweenaw County Garbage Administrator as set out in KEWEENAW COUNTY ORDINANCE 1990-1, as amended, and provides the Township with satisfactory proof of such license or annual renewal within ten days of receipt of such license or renewal. Receipt by the Township of such proof of acquiring or renewal notification shall serve as assurance to the Township that the contractor is currently or will immediately comply with all requirements and conditions as set out in Keweenaw County Ordinance 1990-1 as amended.

(b) That such person shall be responsible for and shall comply with all applicable laws, rules and regulations of the Township, County of Keweenaw, State of Michigan, or Federal

requirements which govern Type II solid waste collection, transportation, storage and disposal by submitting such evidence to the Township that the contractor agrees in writing to remain in compliance with all such laws, rules and regulations as they currently exist or may be changed in the future.

(c) That in the event that the Contractor violates any of the conditions as set out in SECTION II - LICENSING, Paragraph (a) or (b) as set forth above, the Township shall serve notice on the Contractor by Certified Mail of such violation or violations or non-compliance with the Township Ordinance. The Contractor shall have thirty (30) days from the date of mailing of such notification, to correct the noted deficiency or deficiencies. If the conditions have not been corrected at the end of the thirty (30) day period from the date of mailing, the Township shall then notify the Keweenaw County Garbage Administrator, in writing and by Certified Mail, of the continuing violation. A copy of any such notification shall at the same time, be sent by Certified Mail to the Contractor.

(d) If notification by the Township to the Keweenaw County Garbage Administrator occurs under the terms of this Ordinance as set forth herein, such notification shall also be deemed as legal justification for the Township to terminate the contract of the licensee which is currently in effect, and that such termination shall be determined to be with just cause. The termination shall be without penalty to the Township. After such notification, the Township and the Contractor will have ten (10) days from date of mailing of the notification to the County to arrive at a satisfactory resolution of the violation or violations which is agreeable to both parties. If a resolution of the violation or violations acceptable to both parties cannot otherwise be reached within the ten day period, the Township may, at its option, proceed to unilaterally terminate the contractual agreement with the Licensee/Contractor.

SECTION III
USE OF TOWNSHIP CONTRACTED COLLECTION

(a) That every unit, whether residential, commercial or industrial, which pays real or personal property taxes to Grant Township, and where garbage is generated at any time during the calendar year, shall be considered as a unit utilizing the collection services provided by the Township and shall be entitled to deposit ONE UNIT ALLOWANCE per week in the Township contracted compactors without further charges or fees. Any such unit exceeding the WEEKLY UNIT ALLOWANCE shall be charged an additional fee for such excess usage as determined by the Utility Board for that current year in accordance with the provisions of SECTION VIII - DETERMINATION OF RATE FEES.

(b) That any unit within the Township, whether residential, commercial or industrial, which does not pay real or personal property taxes to Grant Township may, likewise, use the Township Type II solid waste collection and disposal facilities to dispose of its garbage or refuse, pursuant to a separate agreement, in writing, with the Township, specifying the extent of the usage and cost of the usage of this service. Any unit which does not pay real or personal property taxes to Grant Township shall not be entitled to a WEEKLY UNIT ALLOWANCE without charge.

(c) No garbage generated in or by any unit other than a qualified unit within the Township shall be allowed to deposit any garbage or refuse in any Township compactor without first paying all applicable rates and fees as determined by the Utility Board.

SECTION IV
RECEPTACLES

(a) No person shall deposit or place any garbage or garbage receptacle upon any premises, road, or way for pick-up or disposal by any collector unless enclosed in a suitable receptacle as required by this ordinance or County Regulation, and such disposal or collection is covered by a separate, valid agreement with a garbage contractor who is then currently licensed by Keweenaw County

and who meets all currently applicable rules and regulations of Grant Township, Keweenaw County and the State of Michigan.

SECTION V
TYPE II WASTE COLLECTION

(a) Garbage shall be deposited in the Township dumpsters pursuant to Rules and Regulations adopted by the Township hereunder, or as hereinafter amended. Such Rules and Regulations shall be initially published in a newspaper of general circulation in the Township on at least one (1) occasion before becoming effective. Such initial rules and regulations are hereby incorporated into this Ordinance and made a part thereof by reference thereto.

(b) The owner, occupant, lessee or manager of every premises where garbage accumulates or is generated shall cause to be provided for the premises sufficient and proper receptacles for the storage and collection of all garbage generated thereon. The receptacles shall be kept on the premises, out of public view to the extent possible, until deposited in a Township contracted compactor or otherwise disposed of in accordance with this Ordinance and all applicable county Ordinances. All such containers must be securely bound and closed and intact so as to not leak or spill garbage when transported to or deposited in the dumpsters.

(c) All receptacles shall be of adequate size and/or number to hold all accumulations for each unit from one emptying to another and shall be maintained in a clean and sanitary condition.

SECTION VI
NON-RESIDENTIAL UNIT RESPONSIBILITIES

(a) Any Non-Residential unit choosing not to participate in the Township contracted collection service shall provide an alternate means of collection and disposal of garbage to that non-residential unit as provided for in SECTION IV - RECEPTACLES - so as to avoid the garbage generated in that Non-Residential unit being disposed of in the compactors operated by Grant Township or green boxes of other municipalities.

(b) Non-Residential unit shall also be solely responsible for maintenance of cleanliness and sanitary conditions in and around all receptacle locations.

SECTION VII

FUNDING OF SOLID WASTE COLLECTION AND DISPOSAL

In the event that it becomes necessary for the Township to levy charges in order to cover the contract payment charge, administrative charges, basic collection and disposal charges and any other surcharge provided in this Ordinance or any authorized Attachments to this Ordinance, each unit within the Township shall be billed for a proportionate share of these charges through rate fees determined by the Utility Board as provided in SECTION VIII hereof. Such billing shall be shown as a separate item to be included with the annual tax bills if individual parcel billing should become necessary. The bill will be payable in accordance with the schedule as established by the Township.

SECTION VIII

DETERMINATION OF RATE FEES

The Township shall authorize the Utility Board, pursuant to statutory authority of MCLA 123.243; MSA 5.2663, to collect rates and fees for garbage collection, storage and disposal services under the following terms and conditions.

(a) The Utility Board shall determine, based upon the total system costs and the cost to provide contracted collection service (including all salaries and other associated costs of the garbage administration), the costs to be applied to each township unit considered to be utilizing collection service as outlined in SECTION III - USE OF TOWNSHIP CONTRACTED COLLECTION. The initial authorized allowance shall entitle each unit to deposit one unit allowance per week without additional charge. Any premises or unit

generating more than one unit allowance shall pay an additional charge, as determined by the Utility Board.

(b) The Utility Board may establish a "per-bag" rate for those users generating excess garbage and may require that charges for such excess be collected by the Township in advance of such use.

(c) The Utility Board may establish differing rates between non-Residential units but any difference in rates shall be based solely upon the difference in disposal costs between such non-Residential units and there shall be no difference in the per-unit fees within the Township.

SECTION IX

COLLECTION OF DELINQUENT RATE FEES

Rate fees levied in accordance with this Ordinance or incurred in accordance with the current Rate Resolution shall be a debt due to the township and shall be a lien upon the real property of the unit. If the assessed user fees are not paid by the due date shown on the bill, the Township shall include a charge of one and one-half percent (1½%) per month from the date of billing.

Delinquent charges. In the event than any unit exceeds the authorized weekly unit allowance, no garbage or other waste from that unit shall be accepted for collection, storage or disposal until such a time as all charges then due and owing are paid in full at the time of disposal.

(a) Civil collection. If full payment is not received by sixty (60) days from the date due, the bill shall be deemed delinquent and may be recovered by civil action in the name of the Township against the property owner, the person or both. On all delinquent bills, the Township shall include a charge at the rate of one and one-half percent (1 ½%) per month from the date of billing. If full payment is not received prior to December 31, the delinquent bill will be forwarded to the Township Assessor for placement on the succeeding tax roll as a lien against the real estate.

(b) Criminal penalties. Violations of the provisions of this SECTION will be prosecuted under the provisions of SECTION XIII, PENALTIES.

(c) Right to refuse service. In the event of failure to pay charges levied under this Ordinance after they become delinquent, the Township shall have the right to refuse service to the delinquent unit. Type II Solid Waste disposal service shall not be restored to the delinquent unit until all charges shall have been paid.

(d) Parcel status. Changes of ownership or occupancy of the premises on the delinquent parcel shall not be cause for reducing or eliminating these charges.

(e) Rate notification. The Township shall notify users, through posting of a Rate Resolution, of the breakdown of the rates and charges related to the Solid Waste contract obligation which shall be billed.

SECTION X

OTHER REFUSE

(a) A unit shall be solely and individually responsible for providing for the collection, storage and disposal of those items of refuse other than Type II solid waste garbage as defined herein; specifically including hazardous or toxic wastes, metal, rejected furniture or appliances, white goods, automobiles, motor vehicles, tires, heavy equipment, parts, machinery, or other ferrous or non-ferrous metallic components, building materials and the residue of building demolition and all items other than household garbage as defined in this Ordinance. The Township shall have no obligation to collect, store, contract for the collection of or in any manner provide for the collection, disposal or disposition of any such items other than those defined as Type II solid waste garbage herein.

SECTION XI

DISPUTES

(a) In the event that any dispute arises between the Township and any user of the garbage services provided by the

Township, the following appeals procedures shall be established to govern the resolution of any such dispute or disputes.

(b) So provisions of this Ordinance may be reasonably applied and substantial justice done in instances where unnecessary hardship would result in from carrying out the strict letter of these sections, the Township Board shall serve as a Solid Waste Board of Appeals. The duty of such board shall be to consider appeals from the decision of the Grant Township Copper Harbor Utilities Board and to determine, in particular cases, whether any deviation from the strict enforcement will violate the intent of the order or jeopardize the public health and safety.

(c) An informal hearing before the Utilities Board may be requested in writing by any user deeming itself aggrieved by any citation, order, charge, fee, surcharge, penalty or action within ten days after the date ordered thereof, stating the reasons therefore with supporting documents and data. The informal hearing shall be scheduled for the next regularly scheduled Utilities Board meeting after receiving the request, unless extended by mutual written agreement. The hearing shall be conducted at the Copper Harbor Visitors Center.

(d) Appeals from orders of the Utilities Board may be made to the Township Board, acting as a Board of Appeals, at the next regularly scheduled Township Board meeting but not later than thirty (30) days from the date of the initial appearance to the Utility Board. Such appeals may be taken by any person aggrieved. The appellant shall file a Notice of Appeal with the Utilities Board and with the Board of Appeals, specifying the grounds therefore. Prior to the hearing, the Utilities board shall transmit to the Board of Appeals a summary report of all previous action taken. The final disposition of the appeal shall be in the form of a resolution, either reversing, modifying, or affirming, in whole or in part, the appealed decision or determination. In order to find for the appellant, a majority of the Board of Appeals must concur.

(e) The Board of Appeals shall hear the case at its next regularly scheduled township meeting and set a reasonable time for the hearing of the appeal, giving due notice thereof to interested parties, and decide the same within a reasonable time. Within limits

of its jurisdiction, the Board of Appeals may reverse or affirm, in whole or in part, or may make such order, requirements, decision or determination as, in its opinion, ought to be made in the case under consideration, and to that end have all the powers of the official from whom said appeal is taken. The decision of said Board of Appeals shall be final.

(f) The Board of Appeals shall meet at the next regularly scheduled Township Board meeting after the decision of the Utility Board is rendered. Appellant may request to have the hearing rescheduled with the concurrence of all parties. The Board of Appeals shall adopt its own rules of procedure and keep a record of its proceedings, showing findings of fact, the action of the Board of Appeals, and the vote of each member upon each question considered. The presence of three (3) members shall be necessary to constitute a quorum.

(g) The Board of Appeals may prescribe the sending of notice of such persons as it deems to be interested in any hearing by the Board of Appeals.

(h) All charges for service, penalties, fees or surcharges outstanding during any appeal process shall be due and payable to the Township. Upon resolution of any appeal, the Township shall adjust such amounts accordingly; however, such adjustments shall be limited to the previous one year's billing unless otherwise directed by court order.

(i) If an informal or formal hearing is not demanded within the periods specified herein, such administrative action shall be deemed final. In the event either or both hearings are demanded, the action shall be suspended until a final determination has been made, except to immediate Cease and Desist Orders issued pursuant to this section.

(j) Appeals from the determination of the Board of Appeals may be made to the Circuit Court for the County of Keweenaw within twenty (20) days as provided by law. Such appeals shall be governed procedurally by the Administrative Procedures Act of the State of Michigan (1979 P.A. No. 306, MCLA 24.201 et seq). All findings of fact, if supported by the evidence, made by the Board shall be conclusive upon the Court.

SECTION XII
MISCELLANEOUS

(a) This Ordinance may be altered, modified, amended, or revoked in whole or in part, at any time by the Township of Grant in the manner provided by statute for the passage of Ordinances by the Township.

(b) The Utility Board may establish and promulgate rules and regulations governing all aspects of garbage collection, payment for collection services and enforcement of this Ordinance as permitted by law.

[c] If any section or portion of this Ordinance is adjudged invalid or un-enforceable such section shall be severable from the remainder of this Ordinance and its invalidity shall not affect or impair the validity or the enforceability of the balance of this Ordinance.

(d) Nothing in this Ordinance shall prohibit or affect the right of any non-participating unit to itself engage in the collection and/or disposition of garbage by opting as to that unit to not participate in the collection program provided for by this Ordinance nor in any manner prohibit or interfere with the right of any non-participating unit to provide for alternative means of collection of garbage and all other Type II solid waste under the provisions of this Ordinance.

(e) Any Township official or authorized employee of the Township engaged in manning the compactor site or sites shall have the authority to enforce the provisions of this Ordinance and all Rules and Regulations adopted by the Township governing collection and disposal of Solid Waste and may refuse access to the compactors, if deemed appropriate.

SECTION XIII

PENALTIES

Violation of this Ordinance shall be a misdemeanor with each offense punishable by a fine of not more than \$500 and/or imprisonment for not more than 90 days.

SECTION XIV

EFFECTIVE DATE

This Ordinance shall be effective thirty (30) days after the date of publication in a newspaper of general circulation within the County of Keweenaw.

Adopted by the Grant Township Board this 16th day of January, 1996 by the following vote:

Ayes: 5
Nays: 0
Absent: 0



Richard M. Powers
Township Clerk



Tom Beveridge
Township Supervisor

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 96-01, duly adopted by the Township Board of the Township of Grant, County of Keweenaw, State of Michigan, at a Special Meeting held on January 16, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be made available as required by this Act.

I further certify that the following members were present at said meeting: Tom Beveridge, Donald Doyle, Richard Powers, Richard Tester and Uno Isaacson.

I further certify that the following members voted for the adoption of this Ordinance: Tom Beveridge, Donald Doyle, Richard Powers, Richard Tester and Uno Isaacson, and that the following members voted against the adoption of this Ordinance: None.



Richard M. Powers
Grant Township Clerk

GRANT TOWNSHIP
RESOLUTION 96-01
ESTABLISHING RATES AND CHARGES FOR GARBAGE COLLECTION SERVICE

WHEREAS, the Township of Grant has ENTERED INTO A CONTRACT TO COLLECT AND DISPOSE OF TYPE II SOLID WASTE WITHIN THE TOWNSHIP;

NOW, THEREFORE, BE IT RESOLVED, that the following rates and charges for use OF THE SELF CONTAINED COMPACTOR UNITS UNDER CONTRACT OT GRANT TOWNSHIP SHALL BE established as follows.

Each unit within the Township that annually pays real or personal taxes to Grant Township shall be allowed to deposit up to five (5) - 33 gallon size garbage bags into the township contracted dumpsters without additional charges.

All bags in excess of the five allowed bags each week (Sunday through Saturday) shall be charged at the following schedule:

(a) Units that pay real or personal property taxes to Grant Township - \$1.75 - for each bag over the initial five bag per week allowance. Cardboard may be deposited at no charge.

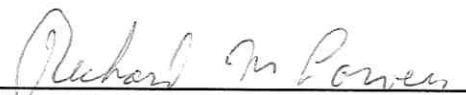
(b) Units that do not pay real or personal property taxes to Grant Township - \$3.00 per bag. All solid waste must be contained in bags and properly tied. All cardboard and other packaging material shall be contained in bags available from the Township.

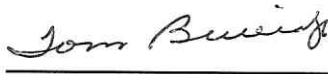
Bags must be purchased in pre-packaged lots of ten (10) or in case lots. Payment for bags should be made by check.

Adopted this 16TH day of January, 1996 by the Grant Township Board.

Ayes 5

Nays 0


Richard M. Powers
Clerk


Tom Beveridge
Supervisor

TYPE II SOLID WASTE HANDLING RULES & REGULATIONS

1. ALL GARBAGE MUST BE CONTAINED IN PLASTIC BAGS OR INTACT COMPACTOR BAGS ..
2. NO GARBAGE OR OTHER WASTE IS TO BE LEFT OUTSIDE THE DUMPSTER LOADING BIN. MATERIAL OF ANY TYPE LEFT AT THE DUMPSTER SITES WHEN THE ATTENDANT IS NOT PRESENT CONSTITUTES A VIOLATION OF THE GRANT TOWNSHIP "ANTI-LITTERING " ORDINANCE AND VIOLATORS WILL BE LIABLE FOR PROSECUTION UNDER THIS ORDINANCE.
3. EACH USER IS RESPONSIBLE TO INSURE THAT NO GARBAGE IS SPILLED OR OTHERWISE LEFT OUTSIDE THE LOADING BIN. **ANY SPILLAGE OR OTHER STRAY WASTE MUST BE CLEANED UP BY THE PERSON RESPONSIBLE FOR THE SPILLAGE AT THE TIME IT OCCURS.**
4. NO HAZARDOUS MATERIALS AS DEFINED IN GRANT TOWNSHIP ORDINANCE 96 - XX ARE TO BE DEPOSITED IN THE DUMPSTER.
5. EACH ELIGIBLE UNIT MAY DEPOSIT UP TO FIVE(5) BAGS PER WEEK (SUNDAY - SATURDAY) WITHOUT INCURRING ADDITIONAL CHARGES. DEPOSITS IN EXCESS OF THE 5 BAG LIMIT MUST BE PURCHASED FROM THE TOWNSHIP AND BEAR THE "GRANT TOWNSHIP" IMPRINT.
6. GARBAGE BAGS FOR ALL EXCESS OVER THE 5 BAG LIMIT MUST BE PURCHASED IN ADVANCE OF USE. THE ATTENDANT WILL BE INSTRUCTED TO REFUSE ACCESS TO THE DUMPSTER TO ANY USER WHO HAS EXCEEDED THE LIMIT AND WHO ATTEMPTS TO DEPOSIT GARBAGE IN BAGS OTHER THAN THOSE AVAILABLE FROM THE TOWNSHIP. PERSONS IGNORING THIS REQUIREMENT WILL BE DEEMED IN VIOLATION OF ORDINANCE 95-XX AND SUBJECT TO PENALTIES PROVIDED IN THE ORDINANCE.

Adopted at a Special Meeting held on January 16, 1996 on a Motion by Jerte , seconded by Wren

Ayes 5

Nays 0

Richard M. Powers

Richard M. Powers

Clerk

FFIDAVIT OF PUBLICATION

In The Matter of the ~~Estate of~~ Grant Township Ordinance 96-01

STATE OF MICHIGAN
COUNTY OF HOUGHTON SS

Karen Callaway

being first duly sworn, says that he is an agent of the Publisher of The Daily Mining Gazette, a newspaper published in the English language for the dissemination of local or transmitted news and intelligence of a general character and legal news, which is a duly qualified newspaper, and that annexed hereto is a copy of a certain order taken from said newspaper in which the order was published

on the following dates January 24, 1996

Karen Callaway

Agent of the Publisher of the Daily Mining Gazette.

Subscribed and sworn before me this 25th
day of January A.D., 19 96

Catherine O'Connell-Ricci

Notary Public, Houghton County, Michigan

CATHERINE O'CONNELL-RICCI
Notary Public, Houghton County, MI
My Commission Expires Aug. 10, 1998