

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

**ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL** <sup>[16]</sup>

[Sec. 8-26. - Definitions.](#)

[Sec. 8-27. - Prohibited conduct.](#)

[Sec. 8-28. - Services provided.](#)

[Sec. 8-29. - Existing contracts.](#)

[Sec. 8-30. - Containment of refuse.](#)

[Sec. 8-31. - Construction debris.](#)

[Sec. 8-32. - Large bulky items.](#)

[Sec. 8-33. - Hazardous waste.](#)

[Sec. 8-34. - Collection schedule.](#)

[Sec. 8-35. - Rates; billing for refuse collection.](#)

[Sec. 8-36. - Indemnification.](#)

[Sec. 8-37. - Performance bond.](#)

[Sec. 8-38. - Selection of authorized waste hauler.](#)

[Sec. 8-39. - Insurance.](#)

[Sec. 8-40. - Enforcement.](#)

[Sec. 8-41. - Violation; penalty.](#)

**Sec. 8-26. - Definitions.**

For the purpose of construction and application of this article, the following definitions shall apply:

*Brush* shall mean tree trimmings and shrubbery trimmings not exceeding one (1) inch in diameter.

*Building refuse* shall mean waste materials from the demolition, construction, remodeling and repair operations on residences, a small amount of which shall be accepted by the contractor as a normal amount of refuse from households if the quantity does not exceed forty (40) pounds in weights, or one (1) bushel in volume, or if any piece is not longer than four (4) feet in length. In greater quantity, it shall not be regarded as building refuse but as construction debris and shall be removed by a building or demolition company employed by a resident or by the residents themselves.

*Designated waste hauler* shall mean any person awarded a contract by the township to engage in the business of collecting solid waste, recyclable materials, and yard waste from residential dwelling units within the township and hauling, transporting or disposing of such materials.

*Field supervisor* shall mean an employee of the contractor to oversee the collection of waste in the field.

*Garbage* shall mean 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, fish, fowl, fruit or vegetable.

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

*Hazardous and flammable materials* shall mean those materials which are explosive or which would be hazardous to the health, safety and welfare of any haulers or workers or to those employees in the operation of an incinerator plant for the disposal of refuse. These materials would, by way of illustration, but not by limitation, include and be similar to the following: gasoline, fuel oil, kerosene and other petroleum products as well as chemical products, including a large volume of pressurized containers, that would be dangerous to the operation of an incineration process and industrial products that would be hazardous or dangerous to the operation of an incineration process.

*Hazardous waste* shall mean any household waste material customarily generated by a residential dwelling unit that may be described as ignitable, reactive, corrosive, or toxic or such other materials as defined by the Natural Resources and Environmental Protection Act, being Act 151 of the Public Acts of 1994, as amended, (Act 451), including both wet and dry cell batteries.

*Mixed waste* shall mean a mixture of solid waste, refuse, rubbish, garbage, brush, building refuse, and recyclable materials, excluding yard waste generated by a residential dwelling unit.

*Owner/occupant* shall mean, unless the township is notified in writing to the contrary, the person whose name appears on the most recent tax assessment roll of the township.

*Person* shall mean any individual, firm, owner, occupant, tenant, corporation, partnership, limited liability company, association or joint venture responsible for the premises.

*Recyclables* shall mean a specific garbage, rubbish or solid waste that is required to be picked up separately for the purpose of recycling. These items shall include, but not be limited to, newspapers, glass containers, metal cans, Type 1 and Type 2 plastics, and household batteries.

*Residential dwelling unit* shall mean a single family home(s), that is not attached to any other dwelling unit, which is built on a parcel of land or; in a platted subdivision; excluding dwelling units in a mobile home park, and site condominiums.

*Rubbish* shall mean waste paper, household plastic, empty tin cans and glass containers, if cleaned of contents, wood or wood products of under three-inch diameter and three (3) feet in length, paper products, books, magazines, glass, crockery, stone, concrete and similar materials.

*Solid waste* shall mean putrescible and non-putrescible solid wastes, except body wastes and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, and municipal sludges, but does not include ferrous or non-ferrous scrap directed to a scrap metal processor or to a reuser of ferrous or non-ferrous products.

*Special collection* shall mean any collection of refuse at a time other than the regularly scheduled once per week collection, or of a volume or quantity of refuse exceeding the limitations of this article whether requested by an owner or occupant or done by the township to eliminate a violation of township ordinances.

*Supervisor* shall mean the supervisor of the Township of Macomb or his/her duly appointed agent or representative.

*Township* shall mean the Township of Macomb.

*Yard waste* shall mean materials resulting from landscaping for collection for composting. Residential grass clippings, leaves, weeds, twigs, pruning, shrub clippings, garden waste, old potting soil and dirt incidental to minor yard work.

(Ord. No. 235, § 4, 9-13-06; Ord. No. 236, § 4, 11-27-06)

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

**Sec. 8-27. - Prohibited conduct.**

The owner/occupant of a residential dwelling unit shall not dispose of any mixed waste recyclables or yard waste generated from a residential dwelling unit within the township other than by means of the designated waste hauler awarded the contract by the township for such purpose.

No person except the designated waste hauler shall engage in the business of collection, transporting, delivery or disposal of mixed waste, recyclables or yard waste generated by a residential dwelling unit with the township.

It shall be unlawful for any person, or the owner, occupant, tenant or lessee of any residential dwelling unit within the township to dispose of or attempt to dispose of refuse in contravention to this article.

It shall be unlawful to mix refuse in any container with construction debris, commercial refuse, hazardous waste, non-burnable materials or with hazardous and flammable materials.

(Ord. No. 235, § 5, 9-13-06; Ord. No. 236, § 5, 11-27-06)

**Sec. 8-28. - Services provided.**

The township through its designated waste hauler, will provide the curb side collection of mixed refuse, recyclables, and yard waste. Additionally, one (1) day per year will be designated for the disposal of hazardous waste.

(Ord. No. 235, § 6, 9-13-06; Ord. No. 236, § 6, 11-27-06)

**Sec. 8-29. - Existing contracts.**

If a contract with the company other than the designated waste hauler was in existence on or before April 1, 2007, for the collection and disposal of refuse from residential dwelling units, delivery of solid waste from such residential dwelling units to the company specified in the contract may be continued for the duration of the contract; however, such contract shall be subject to verification by the township.

The provisions of this article shall not prohibit the placement of mixed waste, yard waste or recyclables for collection by a person or company other than the designated waste hauler, if such person or company is providing collection services pursuant to a collection contract existing prior to April 1, 2007, between said person or company and the owner and occupant of a residential dwelling unit.

(Ord. No. 235, § 7, 9-13-06; Ord. No. 236, § 7, 11-27-06)

**Sec. 8-30. - Containment of refuse.**

The township, through its designated waste hauler, will provide containers for the storage of mixed refuse recyclables, and yard waste for curb side pick up and disposal, which containers shall be used by the occupant/owners of residential dwelling units.

All such containers shall be tightly secured by a watertight top and plastic bag containers shall be securely tied, in such manner as to prevent the contents from being spilled, blown, strewn, or damaged by the forces of nature, animals, insects or persons. Waste haulers shall not remove from the premises any refuse not properly located and secured as provided in this article.

The maximum weight of any container when filled with mixed refuse and located for pick-up shall be forty (40) pounds, including the weight of the container. Containers shall be maintained in good condition without holes or cracks and shall be of a durable quality for the purpose intended.

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

All refuse containing sharp objects such as broken glass, can lids and similar materials which are to be enclosed in plastics bags permitted under this article shall be first placed within another container or otherwise sufficiently wrapped in a manner to prevent injury to the waste hauler which would otherwise result from such objects protruding or cutting through plastic rubbish bags.

- A. *Bulk rubbish.* All bulk rubbish accumulated on any premises, such as cardboard containers, wooden crates and similar rubbish, shall be flatted and tied in bundles or packed in a suitable container and in no case shall any such bundle be larger than two (2) feet by three (3) feet, nor weigh more than forty (40) pounds. Large non-combustible and bulk rubbish shall be separated and shall be in no case intermingled with refuse or placed in refuse receptacles.
- B. *Brush.* All brush shall be cut into three-foot lengths and tied into bundles weighing not more than forty (40) pounds.
- C. *Proper containment required.* Improperly contained garbage, rubbish, solid waste, yard waste, and/or recyclables or other refuse will be left and not removed by the waste hauler.
- D. *Placement of containers.* It shall be the duty of the owner/occupant of a residential dwelling unit to have the refuse which has accumulated normal to the incidental use of such premises, placed in an approved container once each week according to the day of the week scheduled for their garbage collection at a location which is near the public or private road right-of-way abutting the realty. The container shall be placed as close as possible within the road right-of-way and no such container shall be placed upon any sidewalk. If the refuse containers are not accessible, the owner/occupant will be responsible for proper disposal of the refuse. Any owner/occupant who has a larger quantity of refuse than the normal or average amount for the same type of premises, may make special arrangements with the authorized waste hauler.

It shall be unlawful for any person to place or authorize the placement of containers along the road right-of-way for collection prior to 5:00 p.m. of the day preceding the day established for collection, or fail to remove the containers prior to 7:00 p.m. on the day of collection.

No owner/occupant shall allow or place refuse for collection other than that which originates from their premises.

- E. *Storage of containers.* During the week while refuse is being stored and accumulated for ultimate disposal, all refuse must be stored inside of a building and in a container equal to the quality of the container and standards specified herein, for deposit to be picked up by the designated waste hauler. Refuse may be stored outside of the building or structure while refuse is being accumulated for pick-up if the refuse is in a watertight container and is without holes, cracks or other conditions which would allow insects to penetrate the container, and such container must be placed in a manner that it would be free of rodents, clean and neat and erected in such a manner as not to allow the container to blow over and dump the refuse inside or in such a manner as to be a nuisance or hazard to the health, safety or welfare of the residents of the neighborhood.

(Ord. No. 235, § 8, 9-13-06; Ord. No. 236, § 8, 11-27-06)

**Sec. 8-31. - Construction debris.**

It shall be the duty of the owner/occupant of a residential dwelling unit to maintain the site clean and free of excess debris during construction and to remove from the premises within a reasonable time after the completion of such construction work, all surplus construction material and all refuse building material. Such materials shall not be placed for the normal weekly collection.

(Ord. No. 235, § 9, 9-13-06)

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

**Sec. 8-32. - Large bulky items.**

An owner/occupant of a residential dwelling unit who has large bulky items for disposal, such as refrigerators, washing machines, dryers, water heaters, air conditioners, and similar refuse, may have such items picked up in accordance with special arrangements being made in advance with the authorized waste hauler, which arrangements shall include the time and place of pick-up. It shall be the responsibility of the owner/occupant to have the refuse at the location designated by the waste hauler prior to the time of collection. The waste hauler shall not enter buildings or structures for collection of large bulky items or related refuse. The designated waste hauler shall be responsible to evacuate coolant, if any, prior to disposal.

(Ord. No. 235, § 10, 9-13-06)

**Sec. 8-33. - Hazardous waste.**

Hazardous waste shall not be collected by the authorized waste hauler on the normal, regular weekly pick-up. Lawful and proper disposal of hazardous waste shall be the responsibility of the owner/occupant of the residential dwelling unit. The township will schedule a hazardous waste collection one (1) day during the year.

(Ord. No. 235, § 11, 9-13-06)

**Sec. 8-34. - Collection schedule.**

Every residential dwelling unit within the township shall have its refuse collected according to the district in which they are located and in accordance with collection schedule established by the authorized waste hauler. Such schedule may be modified by resolution of the township board. In event the township or the authorized waste hauler has a legal holiday within any calendar week, refuse collection will be delayed by one (1) day, unless published to the contrary.

(Ord. No. 235, § 12, 9-13-06)

**Sec. 8-35. - Rates; billing for refuse collection.**

- (a) *Rates.* The authorized waste hauler shall charge fees for collection and disposal of refuse placed for collection as established and set forth in the contract between the waste hauler and the township.
- (b) *Billing.* The authorized waste hauler shall send a quarterly invoice, in advance to each residential dwelling unit for which services are provided in the township. Such invoice shall represent charges for services to be rendered in the following quarter.

Unless otherwise specified by the township, the invoice shall be delivered by regular mail at least two (2) weeks prior to the beginning of the quarter for which charges are imposed. The due date for payment shall be the last day of month prior to the beginning of the quarter for which the charges are imposed. If the last day falls on a Saturday, Sunday or legal holiday, the due date shall be the next business day.

- (c) *Delinquent accounts.* If the owner/occupant of a residential dwelling unit within the township does not remit payment upon receipt of the charges for refuse collection and disposal prior to or on the due date as stated on the bill, an additional five (5) percent charge shall be added to the amount due. The waste hauler may use appropriate legal action available for collection of delinquent billings.

Delinquent billings ninety (90) days past due as of September 15 of each year will be placed on the December tax roll against the residential dwelling unit for which services have been provided and the

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

charges and penalties shall be collected in the same manner as provided for delinquent real property taxes in the township.

It shall be the duty of any owner/occupant entering into any premises within the township to contact the authorized waste hauler immediately in order that the new name of the person to be billed will be immediately registered and to avoid delays in collection.

- (d) *Payment of charges.* Payment for the charges contained in this article shall be made to the authorized waste hauler, unless the billing card or invoice sent for such service shall designate otherwise.

(Ord. No. 235, § 13, 9-13-06)

**Sec. 8-36. - Indemnification.**

The authorized waste hauler shall, at its sole cost and expense, fully indemnify, defend and hold harmless the township, its board members, officers, boards, commissions and employees against any and all claims, demands, suits, judgments, executions, liability, expense, debt, damages or penalty whatsoever, or any amount paid in compromise thereof including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by township in connection therewith, arising out of or connected with the performance of waste hauling activities.

(Ord. No. 235, § 14, 9-13-06)

**Sec. 8-37. - Performance bond.**

- (a) *Required.* An authorized waste hauler shall, at its sole cost and expense, obtain and maintain during the life of the contract, a corporate surety bond with a United States Surety Company authorized to do business in the State of Michigan and found acceptable by the township attorney, in the amount of seven hundred and fifty thousand dollars (\$750,000.00) to guarantee full performance of its obligations and faithful adherence to all requirements of this article and all terms of any contract entered into with the township. The authorized waste hauler shall provide this corporate surety bond to the township at least thirty (30) days prior to commencement of its duties pursuant to its contract with the township.
- (b) *Rights reserved.* The rights reserved to the township with respect to the bond are in addition to all the rights of the township, whether reserved by this article, terms of the contract, or authorized by law; and no action, proceeding or exercise of a right with respect to such bond shall affect any other right the township may have.
- (c) *Required endorsement.* The bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled by the surety nor any intention not to renew be exercised by the surety until sixty (60) days after receipt by the Township by registered mail, a written notice of such intent to cancel or not to renew."

Receipt of the sixty-day notice shall constitute a material breach of any contract entered into between the waste hauler and the township, granting the township the right to call in the bond.

(Ord. No. 235, § 15, 9-13-06)

- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

**Sec. 8-38. - Selection of authorized waste hauler.**

A sealed competitive bid procedure shall be utilized for the selection of an authorized waste hauler. The township board shall develop and approve the bid specifications. The board may include in the bid specifications those requirements, conditions and specifications determined by the board to be reasonably related to:

- (1) Promoting and protecting the public health, safety and welfare;
- (2) Providing appropriate services to single family residential sites within the township;
- (3) Promoting the general understanding of and need for resource recovery, recycling and composting;
- (4) The collection and disposal of solid waste, recyclable material and yard waste from all single family residential sites;
- (5) A household hazardous waste collection and disposal program;
- (6) The rates and charges for the services of the authorized waste hauler for residential dwelling units within the township;
- (7) Procedures for the collection of rates and charges for services rendered or to be rendered to each residential dwelling unit by the authorized waste hauler;
- (8) A contractual obligation to provide collection and disposal service to residential dwelling units as requested at the rates and charges specified;
- (9) The submission of reports describing the volume of solid waste, recyclable materials and yard waste generated in the township and the location of sites of generation, as well as other reports required by the board to determine the efficiency and effectiveness of the proposed waste hauler collection and disposal program;
- (10) Provisions for the termination by the township of the waste hauler in the event of the failure of the performance of the waste hauler;
- (11) The rights of the township in the event of a breach of contract by the waste hauler;
- (12) Operational specifications for collection trucks and equipment, number of employees, maintenance facilities, container handling, schedules and routes, and citizens complaints;
- (13) The right of the township to inspect the record and operations of the waste hauler;
- (14) A provision for a multi-media informational program with respect to resource recovery, recycling and composting;
- (15) A requirement that the waste hauler comply with applicable federal and state laws, ordinances, as well as rules and regulations related thereto;
- (16) A requirement that the waste hauler secure and maintain in good standing all permits and licenses required by federal and state law, local ordinance, as well as rules and regulations related thereto;
- (17) Other miscellaneous requirements and provisions as may be specified by the township board, including but not limited to, dumpster service at municipal buildings and facilities, a recyclable material drop-off center and spring clean-up assistance.

(Ord. No. 235, § 16, 9-13-06)



- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

**Sec. 8-39. - Insurance.**

- (a) *Insurance required.* Any waste hauler hired by resolution of the township board shall at all times or for the term of the contract carry public liability, property damage, workers compensation and vehicle insurance in the form and amount set forth below. All insurance shall provide for a sixty-day (60) notice to the township in the event of a material alteration or cancellation of coverage prior to the effective date of such alteration or cancellation. Failure to provide or maintain insurance shall render any contract entered into between the township and waste hauler null and void. Insurance requested herein shall be provided by an insurance company(s) licensed to conduct business in the State of Michigan with a current rating no less than "A" by A.M. Best Company and shall be approved by the township and township attorney. The authorized waste hauler shall procure and maintain during the life of the contract the following:
- (1) Worker's compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include employer's liability coverage.
  - (2) Commercial automobile liability coverage, including Michigan no-fault coverage for all vehicles used in the performance of the contract. Limited liability shall not be less than one million dollars (\$1,000,000.00) per occurrence combined single limits bodily injury and property damage. Commercial automobile liability coverage must include coverage for all autos, owned, non-owned and hired.
  - (3) Commercial liability coverage, not less than one million dollars (\$1,000,000.00) per occurrence; one million dollars (\$1,000,000.00) general aggregate; one million dollars (\$1,000,000.00) personal and advertising injury; one million dollars (\$1,000,000.00) products/completed operations aggregates; five hundred thousand dollars (\$500,000.00) fire damage to real property; and five thousand dollars (\$5,000.00) medical payments. Coverage shall not exclude contractual liability, explosion, collapse or underground hazards.
  - (4) Umbrella liability, not less than five million dollars (\$5,000,000.00) each occurrence and five million dollars (\$5,000,000.00) general aggregate. Coverage shall be umbrella form and not excess insurance. Pollution liability shall be included in coverage.
  - (5) Pollution liability coverage, occurrence or claims made forms are acceptable with limits not less than two million dollars (\$2,000,000.00) each occurrence/aggregate or two million dollars (\$2,000,000.00) general aggregate/per project. Coverage shall include clean-up costs, on and off the site including transportation, and liability to third parties.
- (b) *Additional insured.* The township shall be named as an additional insured on all policies. The authorized waste hauler shall provide the township with a certificate of insurance evidencing such coverage upon the effective date of the contract and maintain on file with the township a current certificate throughout the term of the contract.
- (c) *Proof of insurance.* The authorized waste hauler shall supply a copy of all insurance policies required under this section no later than thirty (30) days prior to commencement of its duties pursuant to the contract with the township.

(Ord. No. 235, § 17, 9-13-06)

**Sec. 8-40. - Enforcement.**

This article shall be enforced by the Macomb Township Ordinance Enforcement Officer, Macomb County Sheriff Department or other individual duly appointed by resolution of the township board.

(Ord. No. 235, § 18, 9-13-06)



- CODE OF ORDINANCES  
Chapter 8 - GARBAGE, TRASH AND REFUSE

ARTICLE II. - GARBAGE COLLECTION AND DISPOSAL

**Sec. 8-41. - Violation; penalty.**

Any person, who shall violate a provision of this chapter shall be guilty of a misdemeanor punishable in accordance with [section 1-9](#).

(Ord. No. 235, § 19, 9-13-06)

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FOOTNOTE(S):

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<sup>(16)</sup> **Editor's note**— Ord. No. 235, adopted Sept. 13, 2006, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 8-26—8-44, pertained to similar subject matter, and derived from Ord. No. 213, §§ 1—19, adopted Feb. 9, 2000. ([Back](#))