

ORDINANCE NO. ORD-26-14

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CHAPTER 26
(SOLID WASTE MANAGEMENT)

AN ORDINANCE TO AMEND SECTIONS 2:1 AND 2:2 OF CHAPTER 26 (SOLID WASTE MANAGEMENT) OF TITLE II OF THE CODE OF THE CITY OF ANN ARBOR

The City of Ann Arbor ordains:

Section 1. That Sections 2:1 and 2:2 of Chapter 26 (Solid Waste Management) of Title II of the Code of the City of Ann Arbor be amended as follows:

2:1. Definitions.

- (1) *Building Material* means wood with nails, other wood scrap, pane glass, dry-wall pieces or debris, plaster, carpeting, eaves troughs and shingles, structural demolition material, and other items as defined by the Solid Waste Regulations.
- (2) *Bulk Items* means appliances, furniture and other large household items which exceed the capacity or weight limits for curbside pickup as defined by the Solid Waste Regulations.
- (3) *Bundle* means a collection of tree limbs, up to 4 feet in length, 18 inches in diameter and weighing up to 50 pounds, secured with string. If there is an operating agreement for the City's Compost Facility in effect and it has a differing definition of "bundle," then that definition shall prevail over this definition.
- (4) *Commercial Customer* means a location that receives Solid Waste collection services and is primarily used for either institutional purposes, including educational and non-profits, or commercial purposes, including selling goods or providing services for money. Commercial Customer includes mixed-use (Commercial and Residential) locations.
- (5) *Compactor* means a machine consisting of both a container to collect waste and a machine or mechanism designed to compress, reduce, and compact Solid Waste or Recyclables through hydraulic, mechanical, or pneumatic force into smaller sizes. A Compactor can have a vertical or horizontal orientation.
- (6) *Compostables* means leaves, grass clippings, vegetable or other garden debris, shrubbery, brush, and tree limbs trimmings up to 6 inches in diameter and 4 feet in length, vegetative prunings, and other organic garden or yard wastematerial, and other organic material, including Food Scrap, as may be specified in the Solid Waste

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Regulations. Compostables suitable for composting are specified in the Solid Waste Regulations and City-provided fact sheets.

- (75) *Compost Compliance Plan and Compost Compliance Report* means an annual plan and status report required to be filed with the City by a Customer that has applied for and received an exemption, as provided in Section 2:7, documenting the continued provision of compost collection containers and collection services and occupant training. The timing, format and submittal procedures are established by the Solid Waste Regulations.
- (86) *Construction and Demolition Waste* means waste building material, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on houses, commercial or industrial buildings, and other structures.
- (97) *Curb Cart* means a lightweight plastic container that the City or its contracted Solid Waste Haulers require to be used and have provided to Residential Customers and Commercial Customers. A Curb Cart is equipped with wheels to allow it to be easily rolled to the point of collection, is used for collection of Refuse, Recyclables or Compostables, and is able to be mechanically lifted and emptied into a collection truck.
- (108) *Curb Cart Customer* means a Commercial Customer or a Residential Customer that receives all or a portion of its Solid Waste collection services from individually assigned and/or shared Curb Carts.
- (119) *Customer* means a Commercial Customer, Curb Cart Customer, Dumpster Customer, or Residential Customer.
- (120) *Dumpster* means a metal or plastic container that is able to be mechanically lifted and emptied into a collection truck.
- (134) *Dumpster Customer* means a Commercial Customer or Residential Customer that receives all or a portion of its Solid Waste collection services from individually assigned and/or shared Dumpsters.
- (14) *Electronic Waste means any unwanted electronic device or cathode ray tube (CRT). Typical Electronic Waste includes but is not limited to televisions (CRT, LCD, OLED, plasma, etc.), computers/laptops and their peripheral devices, monitors, printers, mobile phones, radios and other appliances.*
- (15) *Food Scrap refers to uneaten food and food preparation wastes from residences and commercial establishments (such as grocery stores, restaurants, and produce stands), institutional sources (such as school cafeterias), and industrial sources (employee lunchrooms), and excludes food processing waste from agricultural and industrial operations.*
- (162) *Franchise Hauler* means the City's exclusive and contracted providers performing collection services to support the City's Solid Waste goals to protect the public health, safety and welfare, as provided for in this Chapter and the Solid Waste Regulations.

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(173) *Garbage* means all putrescible food wastes such as animal, fish, fowl, fruit or vegetable matter or Grease incident to the use, preparation and storage of food for human consumption. It also includes paper or containers containing these wastes except as excluded by the Solid Waste Regulations. It does not include prohibited materials specified in section 2:4 or in the Solid Waste Regulations.

(184) Grease means fats, oils, and greases (FOG) and includes animal fats, vegetable fats, and oils used to cook and prepare food.

(195) *Hazardous Material* means hazardous waste, medical waste, radioactive material, explosives and other material listed in Michigan Public Act 641 or in the Solid Waste Regulations.

(2046) *Hazardous Waste* means solvents, pesticides, flammables, oil paints, and other substances listed in Michigan Public Act 641, Public Act 64, or in the Solid Waste Regulations.

(2147) *Household Item* means an item in good condition and suitable for reuse, including appliances, artwork, bicycles, books, clothing, computer equipment, consumer electronics, dishes, garden tools, grills, kitchen gadgets, sports equipment, strollers, tools, yard equipment, and similar items commonly used in residential settings. It does not include used freezers, mattresses, refrigerators, water heaters, upholstered furniture, and water heaters. It does not include cleaning agents, gasoline, paint, and other toxic or Hazardous Materials. It does not include Construction and Demolition Waste, Garbage, Hazardous Material, Hazardous Waste, Household Waste, prohibited materials, Refuse, Rubbish, or Solid Waste, as are defined in Section 2:1 of this Chapter.

(2248) *Household Waste* means the Solid Waste discarded by Residential Customers, including single- and multi-family units.

(2349) *Prohibited Materials* means all items which may damage equipment or pose a safety threat to collectors or the environment, all items listed in section 2:4, and items defined as prohibited in the Solid Waste Regulations. These materials will not be collected by the City.

(24) *Proof of Residency* means any evidence that establishes or verifies an individual's claim of residence. This evidence is usually an official government document that contains an individual's legal name and current address. Examples of documents used to prove City of Ann Arbor residency include the following when inclusive of a valid City of Ann Arbor property address: a valid Michigan driver's license, a valid Michigan ID, a valid Washtenaw County ID, a current City of Ann Arbor voter registration card, a recent City of Ann Arbor property tax receipt, a current utility bill with a residential address, a current unexpired rent or lease agreement, and a notarized declaration of residency by the owner or manager of a rental property.

(250) *Recyclables* means all containers, paper, cardboard, and other materials specifically designated as recyclable by the Solid Waste Regulations.

(264) *Recycling Compliance Plan and Recycling Compliance Report* means an annual plan and status report required to be filed with the City by a Commercial Customer that has applied for and received an exemption, as provided in Section 2:7,

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documenting the continued provision of recycling collection containers and collection services and occupant training and incentives required for separation of Recyclables from Refuse as required by this Chapter. The timing, format and submittal procedures are established by the Solid Waste Regulations.

(27) *Recycling Containers* means a Curb Cart, Dumpster, or other container provided or approved by the City for the purpose of collecting materials for Recycling. Recycling Containers shall be used for the containment and service of all acceptable Recyclables allowed under the City's recycling program. Recycling Containers may not be used for any other purpose.

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(282) *Residential Customer* means a location that receives Solid Waste collection services and is a Dwelling as defined by Chapter 105, Section 8:500 of the Code of the City of Ann Arbor and is primarily used for residential purposes. Residential Customer does not include mixed-use (Commercial and Residential) locations.

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(29) *Resident* means a current occupant of a Residential Unit located within the City of Ann Arbor. The term does not include Commercial Customers and property managers.

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(3023) *Refuse* means all Rubbish and Garbage which is not deemed Recyclables, Compostables, or otherwise recoverable as defined in this Chapter or by the Solid Waste Regulations. It does not include Hazardous Material or other Prohibited Materials.

(3124) *Rubbish* means miscellaneous non-putrescible waste material resulting from housekeeping and ordinary mercantile enterprises. It does not include Hazardous Waste or other Prohibited Materials.

(3225) *Solid Waste* means Refuse, Recyclables, and Compostables discarded by Commercial Customers and Residential Customers, and which qualifies for removal by the City. It does not include Hazardous Material or other Prohibited Materials. Solid Waste includes Construction and Demolition Waste only in quantities able to be disposed of in Solid Waste Containers.

(3326) *Solid Waste Containers* means containers permitted by the Solid Waste Regulations, including Curb Carts and Dumpsters for deposit of Solid Waste, including containers for Refuse, Recyclables or Compostables.

(2734) *Solid Waste Hauler* means any person or entity who engages in the business of collection, transportation, or disposal of Solid Waste from any Customer within the City and across public streets or right-of-way. It does not include valet solid waste removal and transport from Customers located within a single property or development to a container located within that same property or development. It also does not include the occasional removal and transport of Solid Waste by a Residential Customer to a Solid Waste facility as permitted in Section 2:5.

2:2. City Collection of Solid Waste.

(1) City Collection.

a. Except as otherwise provided in this Chapter, the City, its contracted Solid Waste Haulers, or its Franchise Haulers shall collect Solid Waste generated by Customers within the City.

b. No person or entity shall act as a Solid Waste Hauler as defined in Section 2:2(274) in the City without having first secured either a contract for services with the City or an exclusive Franchise Agreement as set forth in Section 2:3, except that a person or entity may act as a Solid Waste Hauler of only Grease if issued a permit by the City.

c. All Solid Waste Haulers providing service to Customers in the Downtown District Area shall collect materials by 11:00 a.m., unless an Act of God or other factors beyond the Solid Waste Hauler's control prevent timely collection. Solid Waste not collected by 11:00 a.m. must still be collected. Late collection and a failure to provide collection are separate violations of this Section. Solid Waste Hauler refers to the company providing the service and not the individual driver.

d. All Solid Waste Haulers must meet the State of Michigan EGLE Air and Waste Materials Management Regulations.

(2) Collection Frequency. Unless prevented by weather conditions, labor disputes, or other circumstances beyond its control, the City, its contracted Solid Waste Haulers, and its Franchise Haulers shall collect Solid Waste as follows:

a. Residential Customers. Refuse shall be collected at least once a week. The City may set different collection intervals for Compostables and Recyclables in the Solid Waste Regulations.

b. Commercial Customers. Refuse shall be collected at least once a week except when a different collection interval is permitted by the Public Services Area Administrator. The City may set different collection intervals for Compostables and Recyclables in the Solid Waste Regulations.

(3) Collection Fees.

a. Collection fees for Solid Waste shall be set by City Council resolution and, except as otherwise permitted by Section 2:3, shall be charged by the City. If the fees are not paid by a Customer, the fees may be assessed against the Customer's property pursuant to Section 1:292 of Chapter 13 of the City Code.

b. The City may charge collection fees for Refuse from Customers with a weekly capacity greater than 64 gallons or as pro-rated by the City for Residential Cart Customers.

(4) Solid Waste Containers.

a. The City, its contracted Solid Waste Haulers, or its Franchise Haulers will provide Solid Waste Containers, subject to applicable fees as set by City Council, as follows:

i. Curb Cart Customers. The City, its contracted Solid Waste Haulers, or its Franchise Haulers will provide Compost, Recycling, and Refuse Curb Carts for Commercial Customers and Residential Customers.

- ii. Dumpster Customers. The City will provide Recycling Dumpsters to Commercial Customers and Residential Customers. The City's Franchised Hauler(s) will provide Refuse Dumpsters for Commercial Customers, in accordance with the applicable Franchise Agreement. Residential Customers must procure their own Refuse Dumpster.

b. Customers must use Solid Waste Containers as follows:

- i. Refuse Containers. Customers must use City-provided, contracted Solid Waste Hauler-provided, or Franchise Hauler-provided Curbside carts or Dumpsters for collection and storage of Refuse in accordance with the Solid Waste Regulations, except that Residential Dumpster Customers must use Refuse Dumpsters that they have procured on their own that meet the requirements for City collection.
- ii. Recyclables Containers. All Customers shall separate Recyclables ~~shall be separated~~ from Compostables and Refuse, and shall ~~be stored~~ Recyclables in approved Solid Waste Containers in accordance with the Solid Waste Regulations.
- iii. Compostables Containers. All Customers shall separate Compostables ~~shall be separated~~ from Recyclables and Refuse when Compostable containers are present, and shall ~~be stored~~ Compostables in approved Solid Waste Containers when Compostables containers are present in accordance with the Solid Waste Regulations.
- iv. Dumpsters. All Dumpsters must comply with the Solid Waste Regulations. Dumpster placement requirements are provided in the Solid Waste Regulations.

(5) Points of Collection.

- a. Compostables, Recyclables, and Refuse Solid Waste Containers shall be placed for collection at the locations specified and during the collection times set forth in the Solid Waste Regulations.
- b. ~~Curbside Carts~~ Solid Waste Containers shall not be placed in a bicycle lane or bicycle path, as defined in Chapter 126, Section 10:146. For locations with bicycle lanes or bicycle paths, Curbside Carts shall be placed in accordance with the Solid Waste Regulations.
- c. Dumpster collection shall take place at the point of collection set forth in the Solid Waste regulations.
- d. The City, its contracted Solid Waste Haulers, or its Franchise Haulers will refuse to collect Solid Waste, including Compostables, Recyclables, or Refuse when ~~they~~ Containers are not placed at the points of collection in compliance with the Solid Waste Regulations.

(6) Points of Storage.

- a. Commercial Customers and Residential Customers must store all Solid Waste in approved Solid Waste Containers.

b. Solid Waste Containers, including Curb Carts and Dumpsters, must be stored in the locations set forth in the Solid Waste Regulations.

c. ~~Commercial~~ Customers must be equipped with sufficient capacity Solid Waste Containers to contain the Solid Waste generated by the Customer until time of collection.

d. The City shall provide for an administrative approval process for the location of Solid Waste Containers for Customers, including all required physical improvements necessary for those Solid Waste Containers (e.g. concrete pads, screening).

(7) Requirements for Landlords of Commercial Customers and Residential Customers.

a. Landlords of Commercial Customers and Residential Customers must provide sufficient Solid Waste containers to enable their location(s) to meet the requirements of Sections 2:2(4), (5), and (6).

b. Landlords of Commercial Customers and Residential Customers shall include compliance with the requirements of Sections 2:2(4), (5), and (6) in all lease agreements with tenants and contracts for custodial services at their location(s).

c. Landlords of Commercial Customers and Residential Customers must provide new tenants with educational materials regarding the requirements of Sections 2:2(4), (5), and (6) and show tenants where Solid Waste Containers are located at their location(s).

d. Landlords of Commercial Customers and Residential Customers shall communicate the requirements of Sections 2:2(4), (5), and (6) to tenants at their location(s) at least annually and cooperate with the City to facilitate additional or City-sponsored communications regarding the requirements of Sections 2:2(4), (5), and (6).

Section 2. This ordinance shall become effective 10 days after publication.