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## CHAPTER 26

### (SOLID WASTE MANAGEMENT)

#### AN ORDINANCE TO AMEND 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 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~~ Material* means wood with nails, other wood scrap, pane glass, dry-wall pieces or debris, plaster, carpeting, eaves ~~th~~roughs and shingles, structural demolition material, and other items as defined by the Solid Waste Regulations.
- (2) *Bulk ~~items~~ Items* means appliances, furniture and other large household items ~~as defined by solid waste regulations, and containers or items~~ which exceed the capacity or weight limits for curbside pickup as defined by the Solid Waste Regulations.
- ~~(3) *City provided recycling service* means any commercial, industrial, and institutional building located within the city.~~
- ~~(34) *Commercial Customer location* means a location that receives Solid Waste collection services and is primarily used for either institutional purposes, including educational and non-profit, or commercial purposes, including selling goods or providing services for money. Commercial Customer includes mixed-use (Commercial and Residential) locations. any commercial, industrial, and institutional building located within the city.~~
- ~~(5) *Commercial location owner* means the owner, as listed in city records, of a commercial location.~~
- ~~(6) *Commercial location manager* means a person representing a commercial location owner for a particular commercial location.~~
- ~~(7) *Commercial location occupant* means a person or organization occupying some or all of a commercial location.~~
- ~~(8) *Commercial recyclables* means recyclables from commercial locations and all other activities and land use other than residential occupancy.~~
- ~~(9) *Commercial waste* means the solid waste from commercial locations and all other activities and land use other than residential occupancy.~~
- (410) *Compostables* means leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, and other garden or yard waste, and other organic material as may be specified in the Solid Waste Regulations. Compostables

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suitable for ~~home~~ composting are specified in the Solid Waste Regulations and Ceity-provided fact sheets.

(~~511~~) 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.

(~~6~~) Construction and ~~D~~emolition 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.

(~~712~~) Curbe Cart means a lightweight plastic container that the Ceity or its contracted Solid Waste Haulers requires to be used and haves provided to Residential Customers and Commercial Customerslocations. A eCurb\_eCart ranges in size from 30 to 96 gallons, is equipped with wheels to allow it to be easily rolled to the point of collectioneurb, is used for collection of rRefuse, rRecyclables or eCompostables, and is able to be mechanically lifted and emptied into a collection truck.

(~~8~~) Curb Cart Customer means a Commercial Customer or a Residential Customer that receives all orf a portion of its Solid Waste collection services from individually assigned and/or shared Curb Carts.

(~~9~~)- Customer means a Commercial Customer, Curb eCart Customer, Dumpster Customer, or Residential Customer.

(~~13~~) DDA means the Downtown Development Authority as defined in Chapter 7 of the City Code.

(~~1014~~) Dumpster means a metal or plastic container in sizes that range from 1 cubic yard to 12 cubic yards, is able to be mechanically lifted and emptied into a collection truck. equipped with fixtures that allow the container to be dumped by a refuse or recycling truck.

(~~11~~) 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.

(~~125~~) Franchisee or ~~F~~ranchised Hhauler means contractual arrangements the Ceity's exclusive and has made by having the city and an exclusive contracted providers selected by the city performing collection services that are structured to support the Ceity's Solid Waste goals as required to protect the public health, safety and welfare, as provided for in this Chapter and the e Solid Waste Regulations.

(~~136~~) 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

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except as excluded by the Solid Wwaste Rregulations. It does not include prohibited materials specified in section 2:45 or in the Ssolid Wwaste Rregulations.

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

(157) Hazardous Mmaterial means hazardous waste, medical waste, radioactive material, explosives and other material listed in Michigan Public Act 641 or in the Ssolid Wwaste Rregulations.

(168) Hazardous Wwaste means solvents, pesticides, flammables, oil paints, and other substances listed in Michigan Public Act 641, ~~or~~ Public Act 64<sub>1</sub>, or in the Ssolid Wwaste Rregulations.

(179) Household litem 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 Hhazardous Mmaterials. It does not include ~~commercial waste, Cconstruction and Ddemolition Wwaste, Ggarbage, Hhazardous Mmaterial, Hhazardous Wwaste, Hhousehold Wwaste~~, prohibited materials, Rrefuse, Rrubbish, or Ssolid Wwaste, as are defined in Ssection 2:1 of this Cchapter.

(1820) Household Wwaste means the Ssolid Wwaste discarded ~~byat~~ Rresidential Customersdwellings, including single- and multi-family units.

(1924) Prohibited mMaterials means all items which may damage equipment or pose a safety threat to collectors or the environment, all items listed in section 2:46, ~~andor~~ items defined as prohibited in the Ssolid Wwaste Rregulations. These materials will not be collected by the Ccity.

(2022) Recyclables means all containers, paper, cardboard, and other materials specifically designated as recyclable by the Ssolid Wwaste Rregulations.

(2123) Recycling eCompliance pPlan and rRecycling eCompliance rReport means an annual plan and status report, required to be filed with the eCity by a Commercial Customer ~~commercial location owner and/or commercial location manager~~ that has applied for and received an exemption, as provided in Ssection 2:79, documenting the continued provision of recycling collection containers and collection services and occupant training and incentives required for separation of rRecyclables materials from rRefuse as required by this Cchapter, ~~Thewith~~ timing, format and submittal procedures are established by the Solid Waste rRegulations.

(224) Refuse means all Rrubbish and Ggarbage which is not deemed rRecyclables, eCompostables, or otherwise recoverable as defined in this Cchapter or by the Ssolid Wwaste Rregulations. It does not include Hhazardous Mmaterial or other Pprohibited Mmaterials.

(235) *Rubbish* means miscellaneous non-putrescible waste material resulting from housekeeping and ordinary mercantile enterprises, ~~including paper, cardboard, metal containers, crockery, plastic, rubber, building materials, and bulk items.~~ It does not include ~~Hazardous Waste~~ or other ~~Prohibited Materials~~.

(246) *Solid Waste* means ~~Refuse, Rubbish, Recyclables, and Compostables~~ discarded by ~~Commercial Customers and Residential Customers, and commercial locations,~~ 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, provided for removal by the City.~~

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

(26) *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.~~

(28) ~~Surplus refuse means refuse that exceeds the capacity of or otherwise does not fit in a curbside.~~

## 2:2. City Collection of Solid Waste~~frequency, services and fees.~~

### (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 residential and commercial~~Customers solid waste generated within the City.~~

b. No person or entity shall act as a Solid Waste Hauler as defined in Section 2:2(26) 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<sup>2</sup>.

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

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(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.

~~Unless prevented by weather conditions, labor disputes or other circumstances beyond its control, the city shall collect refuse from each residential location at least once a week. Different collection intervals and fees may be established by regulation for the collection of recyclables, compostables, and refuse from residential and commercial locations. Fees may be charged for the collection of commercial refuse and single-family residential refuse with a weekly capacity greater than 64 gallons or as pro-rated by the city for multi-family locations eligible for curbside pickups.~~

(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 eCart Customers. The City, its contracted Solid Waste Haulers, or its Franchise Haulers will provide Compost, Recycling, and Refuse ContainersCurb Carts for Commercial Customers and Residential Customers.

ii. Dumpster Customers. The City will provide Recycling Dumpsters to Commercial Customers and Residential DumpstersCustomers. 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 Curbcarts or Dumpsters for

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collection and storage of Refuse in accordance with the Solid Waste Regulations, except that Residential Customers must use Refuse Dumpsters that they have procured on their own that meet the requirements for City collection.

ii. Recyclables Containers. Recyclables shall be separated from Compostables and Refuse, and shall be stored in approved Solid Waste Containers in accordance with the Solid Waste Regulations.

iii. Compostables Containers. Compostables shall be separated from Recyclables and Refuse, and shall be stored in Compostables-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. ~~for frontload collection service.~~ Dumpster placement requirements are provided in the Solid Waste Regulations.

residents

#### (5) Points of Collection.

a. Compostables, Recyclables, and Refuse shall be placed for collection at the locations specified and during the collection times, set forth in the Solid Waste Regulations.

b. Curb eCarts 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, Curbe Carts shall be placed in accordance with the Solid Waste Regulations.

c. Dumpster collection shall take place at the point of ~~storage~~collection set forth in the Solid Waste regulations.

d. The City, its contracted Solid Waste Haulers, or its Franchise Haulers will refuse to collect Compostables, Recyclables, or Refuse when they 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 ~~All Solid Waste must be stored~~ all Solid Waste in approved Solid Waste Containers ~~for Commercial Customers and Residential Customers.~~

b. Solid Waste Containers, including Curb eCarts 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.



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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).

## **(2) 2:3 City Franchise Solid Waste Haulers.**

~~As suits the current best interest of the city, and to better enable the city to regulate and control the services provided to the users of solid waste services in order to protect the public health, safety, and welfare,~~

(1) Provision of Franchise Hauler. The City may ~~provide for~~ grant a franchise through a contract with an ~~exclusive service provider~~ one or more exclusive Franchise Haulers for ~~the to~~ collection and disposal of ~~Ssolid Wwaste~~ for ~~Customer~~ commercial, industrial, institutional and multifamily users through city operations and/or by competitive procurement of 1 (or more) contracts with qualified franchised service providers. Nothing in this ~~section or anywhere in this~~ Chapter shall be construed as a surrender by the City of its legal authority as the sole and exclusive hauler of all ~~Ssolid Wwaste~~ generated by ~~Customers~~ residential, commercial, industrial, institutional, and multifamily properties in the City.

### **(2) Franchise Agreement Required.**

a. If the City provides for a Franchise Hauler for any Solid Waste collection service, a Franchise Agreement between the City and the Franchise Hauler is required and the provision of those Solid Waste collection services to any Customer without a Franchise Agreement is a violation of this Chapter.

b. The Agreement with a Franchise Hauler may provide that the Franchise Hauler will directly charge and bill each Customer for collection services and that the Franchise Hauler shall be responsible for all collections of its charges under the contract. Notwithstanding the foregoing, the City retains the right to assess unpaid charges against the property pursuant to section 1:292 of Chapter 13.

### **(3) Exclusivity. If the City contracts with a Franchise Hauler for a collection service:**

a. All Customers shall be serviced by the applicable exclusive Franchise Haulers for the Solid Waste collection services, unless serviced directly by the City.

b. No Customer shall enter into a contract for Solid Waste collection services with a person or entity other than the applicable Franchise Hauler

c. Franchise Haulers shall provide collection services in the manner specified in this Chapter and in the Solid Waste Regulations.

~~(3) A franchise is required as provided in this section.~~

~~a. No person or entity shall engage in the business of collection, transportation or disposal of solid waste, from any commercial, industrial, institutional or multifamily building within the city without first having secured a franchise and having made payment of the franchise fee as provided in this subsection 2:2(3).~~

~~b. All commercial, industrial, institutional, and multi-family buildings shall be serviced by the exclusive solid waste franchisee(s) selected by the city unless serviced directly by the city. No person or entity owning or occupying a commercial, industrial, institutional, or multi-family building shall enter into a contract for solid waste collection with a person or entity other than the exclusive franchisee.~~

~~c. All franchised haulers shall provide collection services in the manner specified in this chapter to enable the city to prevent a nuisance or a threat to the city's health, environmental, and recycling goals to protect the public health, safety and welfare, as provided for in the solid waste regulations. The site and containers for storage of waste materials shall meet the requirements of health, sanitation and safety established in the regulations.~~

~~d. Provision of solid waste services to any commercial location without a hauler franchise is a violation of this chapter.~~

(4) e. Franchise Fees. Franchise Fees shall be set by City Council resolution. Each Franchisee Hauler under this chapter shall pay the applicable franchise fee(s) at the time a franchise agreement is ~~granted~~executed, ~~or at a different time if specified by resolution of the City Council.~~ Applicable franchise fees shall be set by City Council resolution.

(5) f. Recycling Monitoring and Compliance Requirements. ~~of franchised haulers.~~ Franchised Hhaulers must report to the Ccity when it is found that a ~~refuse D~~ dumpster or Curbside Solid Waste Container for a Ccommercial Customer~~location~~ is more than 50% by volume full of recyclable materials. If the Ffranchised Hhauler finds that a Ccommercial ~~location~~Customer is not capturing their recycling as provided or elsewhere in this Cchapter, the ~~licensed Franchise H~~hauler agrees to work with the Ccity and the Ccommercial ~~location~~Customer to assure the Ccommercial Customer~~location~~'s compliance with recycling requirements of this Cchapter.

~~g. Additional standards and specifications. All franchisees under this chapter shall meet any other standards and specifications with respect to service, fees and collection thereof, and manner of performance, as may from time to time be required by agreement of the city and such franchisee.~~



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~~h. Indemnification of city; insurance. All franchisees under this chapter shall indemnify, save and keep harmless the city from any and all loss, cost, damage, expense or liability of any kind whatsoever which the city may suffer or which may be recovered against the city from or on account of the issuance of the license or franchise agreement or on account of any activity advocated or permitted by the city. Franchisees shall furnish the city a certificate of insurance for the insurance amounts indicated in the hauler licensing agreement, as established by the City Administrator or designee, and shall obtain additional insured coverage protecting the city for the required amounts of insurance, which additional insured status shall be reflected in the certificate of insurance.~~

**(64) Revocation of franchise.**

- a. Authority of City Administrator. The City Administrator ~~may~~has the authority to temporarily revoke the franchise of any ~~Ffranchisee~~ Hauler whose practices present an immediate threat to the health, safety, and well-being of the ~~community public~~ or any persons therein. The City Administrator ~~has the right of~~may permanently ~~revoke the franchise~~ cation for violation of any of the provisions of this ~~Cchapter~~ upon notice and after a hearing as provided for in subsection 2:2(4)c(iii); this section. ~~In addition to the provisions contained in this chapter, the City Administrator shall have the authority to establish regulations for the conduct of a hearing relating to the revocation or suspension of a franchise.~~
- b. Grounds. The City Administrator ~~may~~is hereby given the authority to ~~revoke or suspend~~ a franchise if the City Administrator finds:
  - i. The ~~Ffranchisee~~ Hauler has not complied with applicable codes, ordinances, statutes, laws, policies or rules and regulations.
  - ii. The ~~Ffranchisee~~ Hauler has made fraudulent, false or misrepresentative statements in the application for the franchise.
  - iii. The ~~Ffranchisee~~ Hauler owes the ~~Ccity~~ required fees or outstanding fines or penalties.
- c. Contents and service of notices.
  - i. Contents. The City Administrator or their designee must provide a notice of intent to revoke a franchise to the Franchise Hauler. All notices required to be given in accordance with this section shall be in writing, setting forth the reasons for the ~~denial or~~ revocation of the franchise. The notice shall inform the ~~Ffranchisee~~ Hauler that ~~the franchisee~~ it has the right to request a hearing before the City Administrator.
  - ii. Service. All notices shall be sent by certified mail, return receipt requested, to the ~~Ffranchisee~~ Hauler's point of contact specified in the ~~Ffranchise~~ Agreement. Notice shall be considered given on the date such notice is mailed. If, within 10 days of receipt of the notice, the Franchise Hauler does not request a hearing in writing, the franchise shall be revoked.

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- iii. Hearings. ~~The City Administrator or their designee shall send notice of intent to revoke a franchise.~~ A franchise shall not be revoked unless the ~~Franchisee Hauler~~ has had an opportunity to present evidence on ~~its~~the franchisee's behalf at a hearing. The City Administrator or ~~their~~ designee shall, within 5 business days of the hearing, issue a written decision to the Franchise Hauler. ~~a written order of the findings.~~ Such written order shall be sent to the franchisee in accordance with the notice provisions of subsection (c) of this section. If, within 10 days of the notice, the franchisee does not request a hearing in writing, the franchise shall be revoked.

~~2:3. Point of collection.~~

~~The city shall collect solid waste only if it is at the following location on the collection day:~~

- ~~(1) With the exception of locations listed in subsection 2:3(2) the required point of collection for curb carts shall be as follows, regardless of whether locations are served by trash dumpsters:~~
- ~~a. A curb cart shall not be placed in a bicycle lane or bicycle path, as defined in Chapter 126, section 10:146.~~
- ~~b. For locations with bicycle lanes or bicycle paths, a curb cart shall be placed in accordance with the solid waste regulations.~~
- ~~(2) Collection from dumpsters shall take place at the point of storage specified in the solid waste regulations.~~
- ~~(3) The city or its service providers may refuse to collect solid waste where such materials are not stored in compliance with the solid waste regulations including where snow and ice have not been removed properly or where access has not been properly prepared for service vehicles to access curb carts.~~

~~2:4. Points of storage.~~

- ~~(1) Exterior solid waste containers must be stored at the rear or side of a structure. If storage at the rear or side is not possible, storage in a different location may be approved by the City Administrator or the public services area administrator. If the container location is shown on an approved site plan, the container must be kept at the collection point shown on the site plan. Notwithstanding any site plan, no storage may be on a public easement or right-of-way unless a recorded grant of that right-of-way, license or permit has been obtained.~~
- ~~(2) With the exception of single or 2-family homes, solid waste customers located within the Downtown District as defined in Chapter 7 that have a point of collection at the curb shall not leave solid waste or solid waste containers at the collection point earlier than 5:00 p.m. the day before collection or after 12:00 noon or an hour after collection on the designated day of collection if collection has not occurred by 11:00 a.m.~~
- ~~(3) Solid waste collectors providing service to customers described in section 2:4(2) shall collect materials by 11:00 a.m. unless an Act of God or other factors beyond the collector's control prevent collection on time. Materials not collected by 11:00 a.m. must still be collected, but the late collection will not excuse the failure to collect by~~

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~~11:00 a.m. Late collection and failure to provide collection is a separate violation of this section. Solid waste collector refers to the company providing the service and not the individual drivers.~~

- ~~(4) With the exception of the solid waste customers described in subsection (2), above, all solid waste customers that have a point of collection at the curb shall not leave solid waste or solid waste containers at the collection point for more than 24 hours before or 12 hours after the designated day of collection.~~
- ~~(5) All dumpsters must comply with the solid waste regulations for frontload collection service. Dumpster placement requirements are provided in the solid waste regulations.~~

## **~~2:5. Solid waste containers.~~**

- ~~(1) No person shall deposit or remove solid waste in the solid waste container of another person without permission of the owner or property manager. Proof of violation of this section must be based on evidence showing the deposit of at least 1 cubic foot of material into or removal of any material from another person's solid waste container.~~
- ~~(2) *Residential curbside containers.*~~
- ~~a. *Refuse.*~~
- ~~i. The city mandates the use of city provided curbcarts for residential refuse service in accordance with the solid waste regulations and applicable state law.~~
- ~~ii. Applicable fees for the collection of refuse from the curbcarts shall be set by City Council by resolution. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of Chapter 13 of the City Code.~~
- ~~b. *Recycling.*~~
- ~~i. Residential recyclables shall be separated from refuse and compost and placed in recycling collection containers in accordance with the solid waste regulations and applicable state law.~~
- ~~c. *Compostables.*~~
- ~~i. Compostables shall be separated from refuse and recyclables and placed in compostables containers in accordance with the solid waste regulations and applicable state law.~~
- ~~(3) *Multi-family containers.*~~

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- ~~a. Every multi-family dwelling unit shall be provided with refuse, recycling, and compost container space. Each unit shall be equipped with approved containers stored outside of the dwelling unit, sufficient to contain the refuse, recycling, and compost generated by that location until collected in accordance with the solid waste regulations.~~
  - ~~b. A certificate of occupancy may be revoked for dwellings not meeting the requirements of this subsection, but the city shall not decline to collect refuse because a location has failed to provide the recycling and compost containers.~~
  - ~~c. Multi-family housing locations must be equipped with sufficient approved recyclable containers to contain the recyclables generated by the locations until collected.~~
  - ~~d. Upon lease signing, property managers must provide new residents with educational materials including but not limited to recycling, and show them where containers are located at rental properties. Property managers must also provide annual reminders to all tenants about recycling and other solid waste services.~~

~~(4) Commercial containers.~~

- ~~a. Refuse. The following provisions of subsection 2:5(4)(a) and (c) through (e) shall apply to commercial refuse.~~
  - ~~i. The city mandates the use of approved refuse containers for commercial refuse service. The city, independently or through its franchised hauler, will provide all such containers, which containers shall be used by the commercial location owner, manager and commercial location occupants.~~
  - ~~ii. All refuse must be stored within the approved refuse containers for the commercial location.~~
  - ~~iii. Commercial locations must be equipped with sufficient approved refuse containers to contain the refuse generated by the locations until collected.~~
  - ~~iv. Applicable fees for the collection of commercial refuse shall be approved by City Council resolution and, except as otherwise permitted under subsection (4)(a)(v), shall be charged by the city. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of Chapter 13 of the City Code after appropriate collection steps are taken with the commercial location owner, commercial location manager or commercial location occupant for the unpaid fees.~~
  - ~~v. The city may enter into a services agreement with a franchised hauler under which the franchised hauler shall provide commercial refuse collection services, at all or some commercial locations. The services agreement may also provide that the franchised hauler shall directly charge and bill each commercial location owner, commercial location manager, or commercial location occupant for its commercial refuse collection services and that the franchised hauler shall be responsible for all collections of its charges under the services agreement. Notwithstanding the foregoing, the city retains the~~

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~~right to assess unpaid charges against the property as set forth in subsection 2:5(4)(iv) pursuant to section 1:292 of Chapter 13.~~

~~b. *Recycling.* The following provisions of subsection 2:5(4)(c) through (e) shall apply to commercial recycling:~~

- ~~i. Commercial recyclables shall be separated from refuse and compostables and placed in recyclables collection containers by commercial location occupants in accordance with the solid waste regulations.~~
- ~~ii. The city mandates the use of curbside carts or dumpsters, for commercial recyclables service. Other containers may be also be considered for approval.~~
- ~~iii. All recyclables must be stored within the approved recycling containers for the commercial location.~~
- ~~iv. Recycling containers and recycling collection services will be provided by the city in accordance with the solid waste regulations.~~
- ~~v. Commercial locations must be equipped with sufficient approved recyclable containers to contain the recyclables generated by the locations until collected.~~
- ~~vi. Commercial location owners and/or commercial location managers shall work with the city to locate and maintain the recyclables collection containers at each commercial location.~~
- ~~vii. The city shall provide for an administrative approval process for the location of recyclables containers at each location, including all required physical improvements necessary for those recyclables containers (e.g. concrete pads, screening).~~
- ~~viii. Commercial location owners and/or commercial location managers shall include compliance with the requirements of this section in all lease agreements with commercial location occupants and in all contracts for custodial services for the commercial locations.~~
- ~~ix. Commercial location owners and/or commercial location managers shall communicate recycling requirements to commercial location occupants at least annually and cooperate with the city to facilitate additional city-sponsored communication regarding recycling requirements.~~

~~c. The commercial location owner and/or commercial location manager is responsible for full compliance with the requirements of subsection 2:5(4).~~

~~d. Commercial locations shall provide the space allocation necessary to demonstrate compliance with the requirements of this subsection.~~

~~e. Commercial locations shall provide screening as required by Chapter 55, section 5:20.6.~~

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## **2:46. Prohibited materials.**

The Ceity, its contracted Solid Waste Haulers, or its Franchise Haulers ~~shall refuse to will not~~ collect any of the following Pprohibited Mmaterials:

- (1) ~~Bulk items that do not fit inside the Ceity provided trash carts~~ Curb Carts, such as furniture, mattresses, appliances and oversized or overweight building materials. ~~Residents and commercial locations~~ Customers must make their own arrangements with the private sector for the proper removal and disposal of bulk items.
- (2) Liquid waste.
- (3) Hot ashes or other heated materials.
- (4) Dead animals, animal waste or human waste except in the manner ~~determined by the City Administrator through~~ required by the Ssolid Wwaste Rregulations.
- (5) Explosives, dangerous chemicals and other hazardous material.
- (6) Commercial medical waste as defined by the Michigan Public Health Code.
- (7) Other material that may damage equipment, pose a safety threat to collectors or the environment or are regulated by the state or federal government or as determined by the City Administrator through the Ssolid Wwaste Rregulations.

## **2:57. Solid Wwaste Ffacilities.**

All nonhazardous Ssolid Wwaste, including Rrefuse, Rrecyclables and Ccompostables, collected by the Ceity and/or its Solid Waste Haulers or Franchise Haulers contractors agents or licensees shall be taken to the Ceity's designated Ssolid Wwaste processing facilities currently located within the W. R. Wheeler Service Center, including the Mmaterial rRecovery Ffacility, and Wwaste Ttransfer Sstation facility, the Ddrop-Off Sstation, compost center and other facilities as may be established by City Council action. Different types of Solid Wwaste may be accepted at each of these facilities as specified in the Solid Waste Regulations and as allowed by applicable law. The rates for using these facilities shall be determined by ~~the~~ City Council resolution. Any person may discard their nonhazardous Ssolid SwWaste at these facilities except that persons who have not met any applicable residency requirements or have not prepared materials in a manner determined by the ~~City Administrator through regulations~~ Solid Waste Regulations, or who have not paid facility charges, may be refused permission to deposit materials at the facility. Compostables and Rrecyclables not separated according to the Ssolid Wwaste Rregulations will not be accepted for processing at the Ceity's solid waste facilities.

## **2:68. Scavenging and unauthorized storage and deposit.**

(1) No person shall collect or remove and store Ssolid Wwaste, including Rrecyclables, which have been prepared for Ceity collection.

(2) No person shall deposit Solid Waste in the Solid Waste Container of another person without permission of the owner or property manager. Proof of violation of this subsection



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(2) must be based on evidence showing the deposit of at least 1 cubic foot of material into or removal of any material from another person's Solid Waste Container.

## **2:79. Exemptions~~Variances~~.**

(1) In cases of extreme hardship or if infeasible~~practical difficulties~~, the City Administrator or their designee may authorize exemptions ~~variances~~ to this Chapter's requirements regarding Solid W~~aste~~ C~~ontainers~~, container locations, collection frequency, and points of collection.

### (2) Request for exemption from City-provided compost services.

a. If the City provides a compost service, any Customer may request that they be exempted from use of the City provided compost service. The request shall be submitted to the City Administrator or designee, and specify the circumstances that necessitate such exemption status, which may include but are not limited to a corporate contract whose provisions are outside the Customer's control, or a specialized service that cannot be provided by the City service.

b. The request for exemption shall be submitted with a Compost Compliance Plan and Compost Compliance Report for the Customer.

c. A Customer granted an exemption under this section must maintain compliance with all other provisions of this chapter or said exemption shall be administratively revoked.

d. The request for exemption must be submitted annually by May 15<sup>th</sup> of each year to document the continuation into the next 12-month period (beginning July 1) of the conditions under which the exemption was granted. Said exemption is effectively terminated if and when the conditions cited as the reason for exemptions status ceases to exist. It shall be the responsibility of the Customer to inform the City of this change in status within 30 days of occurrence.

e. Regardless of an exemption being granted, such Customers must comply in full with all requirements of this Chapter and Solid Waste Regulations.

### (32) Request for exemption from C~~ity~~-provided recycling services.

a. Any C~~ommercial location owner and/or commercial location manager~~Customer may request, using online forms made available by the city, to the City Administrator or designee, that they be exempted from use of the C~~ity~~ provided recycling service. The request shall be submitted to the City Administrator or designee, and specify the circumstances that necessitate such exemption status, which may include but are not limited to a corporate contract whose provisions are outside the person's or entity's controlCommercial Customer's control, or a specialized service that cannot be provided by the C~~ity~~ service.

b. The request for exemption shall be submitted with a R~~ecycling~~ C~~ompliance~~ P~~lan~~ and R~~ecycling~~ C~~ompliance~~ R~~eport~~ for the C~~ommercial~~ C~~ustomer~~ locations under question.

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- c. A Commercial Customer location granted an exemption under this section must maintain compliance with all other provisions of this chapter or said exemption shall be administratively revoked.
  - d. The request for exemption must be submitted annually ~~by May 15<sup>th</sup> of each year~~ to document the continuation into the next 12-month period (beginning July 1) of the conditions under which the exemption was granted. Said exemption is effectively terminated if and when the conditions cited as the reason for exemptions status cease to exist. It shall be the responsibility of the ~~Customer~~ commercial location owner and/or commercial location manager to inform the City of this change in status within 30 days of occurrence.
  - e. Regardless of an exemption being granted, such Commercial Customer slocations must comply in full with all requirements of this Chapter and Solid Waste Regulations including requirements for separation of Recyclables from Refuse in ~~separating separate recycling~~ Solid Waste Containers.

## **2:~~8~~10. Solid waste regulations.**

The Administrator may adopt Solid Waste Regulations implementing this Chapter, including regulations on the design, location, maintenance and access to Solid Waste Containers, handling of Prohibited Materials and the proper separation of and preparation of Compostables, Recyclables, and Refuse ~~recyclables, compostables,~~ and special pickups. ~~and to implement its solid waste management strategy.~~ These regulations shall take effect 30 days after being filed with the City Clerk unless modified or disapproved by the City Council.

## **2:~~9~~11. City rRemoval of improperly stored materials; enforcement.**

~~(1) The City may remove and dispose of If Solid Waste Containers that are placed left at the curb in violation of section 2:12the Solid Waste Regulations., they may be removed and disposed of by the city.~~

~~(2) The City may remove and dispose of Solid Waste or other material left at the curb or improperly stored elsewhere outdoors in violation of the Solid Waste Regulations may be removed by the city.~~

~~a. If the City opts to remove and dispose of Solid Waste under 2:9(2), then at least 24 hours prior to removing the materials, the City shall serve a notice of violation on the property owner or tenant by mailing it to the property owner or tenant (as shown on assessment records), delivery to the owner or tenant, or posting the notice at a conspicuous place on the property.~~

~~b. No notice shall be required if a public health hazard necessitates immediate removal of materials.~~

~~At least 24 hours prior to removing materials pursuant to this section, the city shall serve a notice of violation. Notice of violation may be made by mailing it to the property owner,~~

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~~as shown on assessment records, delivery to the owner or posting the notice at a conspicuous place on the property. No notice shall be required if a public health hazard necessitates immediate removal of materials.~~ (34) All costs (including labor, equipment, materials disposal and overhead) of work performed by the ~~C~~-city under this ~~S~~section 2:9 shall be charged to the owner of the involved property. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of Chapter 13 of this Code.

## **2:1012. Illegal storage of ~~S~~solid ~~W~~waste.**

- (1a) No person shall store ~~S~~solid ~~W~~waste or ~~S~~solid ~~W~~waste ~~C~~containers on property except at locations as permitted by this chapter or ~~the Solid Waste R~~regulations ~~implementing this chapter~~. No person shall permit ~~S~~solid ~~W~~waste or ~~S~~solid ~~W~~waste ~~C~~containers to remain on or in the right-of-way adjacent to the property in violation of this section.
- (2b) No person shall fail to comply with the requirements of a notice of violation issued under this ~~C~~chapter, which was mailed or delivered to the person or posted on the property.
- (3e) For purposes of this section, "person" shall mean any legal person, and shall include but not be limited to, a property owner, landlord, tenant, occupant, guest, lessee, and an agent of the foregoing entities. Each person is individually and separately liable and each person may be found responsible for the same conditions on the property that violate this section.
- (4d) For purposes of this section, "agent" shall mean any person with real or apparent authority to act on behalf of another person, and shall include but is not limited to a person who manages or operates the property for the owner, receives notices or process for the owner, acts in any other way as the representative of the owner, or is designated as an agent or representative in the registry of owners and premises kept by the city pursuant to Chapter 105 (Housing Code) of the Ann Arbor Code of Ordinances.
- (5e) No property owner, landlord, or agent who incurs fines and costs for a violation of this section shall require tenant(s) or occupant(s) to pay fines and costs for or reimburse the owner, landlord, or agent for payment of fines and costs, except in keeping with the following requirements:
- ~~a.~~(1) For a first violation within the period of time that the tenant(s) or occupant(s) reside(s) on the property, the owner, landlord, or agent shall not require the tenant(s) or occupant(s) to pay more than \$200.00.
- ~~b.~~(2) For a second violation within the period of time that the tenant(s) or occupant(s) reside(s) on the property, the owner, landlord, or agent shall not require the tenant(s) or occupant(s) to pay more than \$400.00.
- ~~c.~~(3) For each additional or subsequent offense within the period of time that the tenant(s) or occupant(s) reside(s) on the property, the owner, landlord, or agent shall not require the tenant(s) or occupant(s) to pay more than \$1,000.00.

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(6f) A property owner, landlord, or agent who requires the tenant or occupant to pay for or reimburse the owner, landlord or agent for fines and costs incurred by the owner, landlord or agent, at the time of entering into a written lease agreement, shall provide to each tenant a copy of this entire Section 2:10 separate from the written lease agreement, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet. If there is no written lease, then the property owner, landlord, or agent shall provide a copy of this entire section, upon which is written the term of the current unwritten lease, to each tenant, until such time that this ordinance is incorporated into the "Rights and Duties of Tenants" booklet.

## **2:113. Donation and reuse of household items.**

- (1) Household items in good condition intended for donation or reuse by others may be placed near the curb subject to the following conditions:
  - a. Household items may be placed near the curb once per week for no more than 48 continuous hours. For example, a household item placed near the curb at 9:00 a.m. on Saturday must be removed by Monday at 9:00 a.m. and then may not be placed near the curb again until the next Saturday at 9:00 a.m. A person may only place household items in the public right-of-way in front of property owned or occupied by that person. Household items may not be placed on a roadway, sidewalk, or other path of travel.
  - b. When not eligible to be placed near the curb, household items must be stored inside on private property or otherwise in compliance with City Code.
  - c. Household items may not create a vision or physical obstruction for pedestrians, vehicle operators, or bicyclists. For the safety of pedestrians, including individuals using wheelchairs, household items may not exceed 3 feet in height within 10 feet of a crosswalk or the intersection of a sidewalk or road.
  - d. Household items must be located or arranged so that they will not roll, slide, fall, blow over, or otherwise move so as to endanger or obstruct vehicles, pedestrians or bicyclists.
  - e. Household items must be clearly labeled that they are intended for donation or reuse. Such labels must not exceed 2 square feet in area and must be affixed to a household item.
  - f. The Ccity may immediately remove and dispose of any household item in the public right-of-way without notice to any person if the Ccity deems it to interfere with the use or maintenance of the right-of-way, a safety hazard, or not in compliance with this Code.
- (2) Residents and property owners whose occupants have placed a household item near the curb for donation or reuse consent to their driveways being temporarily used by those interested in viewing or taking a household item left for donation or reuse.
- (3) A person may only take a household item labeled for donation or reuse. While examining, taking, or preparing to take a household item, a person must obey all traffic laws and may not block a bicycle lane or park illegally.

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- (4) A person who places a household item near the curb for donation or reuse is responsible for, and must hold the city harmless from, all injuries and damages to others caused by and arising from that household item and waives all claims against the city for damage to or loss of that household item.
  - (5) A household item left outside for more than 48 hours or otherwise in violation of this chapter shall be deemed to be solid waste and subject to the provisions of section 2:12 of this chapter.
  - (6) All costs (including labor, equipment, materials disposal and overhead) of work performed by the City under this section shall be charged to the owner of the involved property. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of Chapter 13 of this Code.

## **2:124. Penalties.**

- (1) The ~~primary~~ authority and responsibility for the enforcement of the provisions of this chapter and the Solid Waste Regulations shall be vested in the Administrator or ~~their~~~~his/her~~ designee(s). Upon a determination that a person is in violation of this chapter, the ~~C~~city shall give notice or issue a citation that indicates the person is in violation of a section in this chapter.
- (2) Upon a finding that a section of this chapter or the Solid Waste Regulations ~~has~~ been violated, the violator shall be subject to 1 or more of the penalties provided in this section. The following classifications, when used in this chapter, shall determine the penalty for any violation of any provision of this chapter.
- (3) Each violation of this chapter, including the Solid Waste Regulations which are incorporated by reference, shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute. Violation of this chapter, including the Solid Waste Regulations, shall be punishable by a civil fine of \$200.00 for the first offense, \$400.00 for the second offense, and \$1,000.00 for each additional or subsequent offense within a 5-year time period, plus costs and all other remedies available by statute. Each day of violation shall be a separate violation except in a case when the maximum fine is levied. If the penalty is not paid within 45 days, it may be assessed against the parcel under section 1:292 of this Code.
- (4) The City Administrator shall establish procedures, incorporated into the Solid Waste Regulations ~~regulations~~ for this ~~C~~chapter, establishing progressive enforcement programs applicable to specific sections of this ~~C~~chapter, designed to assure compliance over a specified time period with the provisions of this section. Enforcement actions in each progressive enforcement program may include designated time periods for technical assistance and dispute resolution prior to violation notices consistent with ~~subsection 2:1243(13) of this C~~chapter.

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