

APPENDIX

**ADDITIONAL INFORMATION REGARDING
THE SELECTED SYSTEM**

EVALUATION OF RECYCLING

The following provides additional information regarding implementation and evaluation of various components of the Selected System.

The recycling programs selected for the County include working cooperatively with public and private entities to expand and enhance existing programs, develop new regional collection and educational programs and work to overcome various obstacles to increasing diversion.

The major factors negatively influencing material diversion include inadequate funding for operational expenses, market volatility for recycled material, difficulty in changing behavior, and lack of economic incentive for businesses and citizens. Recycling is a popular activity that empowers individuals to improve the quality of the environment and their communities. It also can provide businesses with decreased disposal costs and revenues when markets are high. Unfortunately, the economic feasibility of recycling has not been consistent. Market volatility has attracted nay-sayers who look myopically at the bottom line and forget to see the long term effect of using resources and quickly disposing of them. Any responsible solid waste management system must include options for reducing the generation of waste, recycling what cannot be reduced, and promoting recycled contract product procurement policies. This plan would not meet its goal if it did not include a system to address the total management of waste beyond guaranteeing landfill capacity.

DETAILED FEATURES OF RECYCLING AND COMPOSTING PROGRAMS

Listed below are the types and volumes of material available for recycling or composting: (Information obtained from Overview of Resource Recovery Programs section)

The composition of the solid waste stream in Ingham County is assumed to be similar to an EPA* breakdown, with the exception of yard waste, which should be lower due to the state yard waste ban. The material and approximate percentage is:

MATERIAL	PERCENTAGE	CUBIC YARDS
Glass	6.2%	77,602
Metal	7.6%	92,845
Food Waste	8.9%	111,396
Wood	7.1%	88,867
Plastic	11.8%	147,695
Yard Waste	6.6%	82,608
Other**	12.6%	157,707
Paper & Paperboard	39.2%	490,647

**Other material examples include C&D tires, textiles, household hazardous waste, household batteries, diapers, cat litter, etc.

It is estimated that 25% of the solid waste stream in Ingham County is recycled. Assuming that the "other" material is not recyclable/compostable, and some portion of the remaining materials are not recyclable/compostable due to contamination, there remains perhaps 40 percent (or half a million cubic yards) of the waste stream which could be recycled or composted.

Sixty percent of the population of Ingham County is located in the cities of Lansing and East Lansing. This population has recycling readily available to them in the form of curbside pick-ups. Both of these communities have recycling fees attached to individual property taxes. Lansing has a participation rate of 50% and East Lansing has a participation rate of 70% (with additional material collected at the 3 drop-off sites). The other municipalities have access to either private subscription based curb-side collection or to private drop off sites. However, the smaller municipalities are dependant on countywide supported recycling drop off sites due to the geographical distance of private sites.

Increasing the participation rate of the curbside recycling by individuals in communities that have effective programs will work toward increasing the overall recycling rate, however, greater emphasis must be placed on providing user friendly countywide

*EPA, 1997, Measuring Recycling, A Guide for State & Local Governments.

recycling / composting services for every community in the county. To reiterate one of the goals of the Plan: Every resident should have access to recycling services to provide a minimum level of service.

The conditions in the County and the impediments which affect the recycling/ composting programs are virtually the same as those listed in the Problems & Deficiencies Section.

The following briefly describes the processes used or to be used to select the equipment and locations of the recycling and composting programs included in the Selected System. Difficulties encountered during past selection processes are also summarized along with how those problems were addressed:

EQUIPMENT SELECTION

Existing Programs: See below

Proposed Programs: See below

SITE AVAILABILITY & SELECTION

Existing Programs: See below

Proposed Programs: See below

Ingham County currently has only two licensed operating compost sites (Granger Landscape and Michigan State University). The site and equipment selections were made to suit the needs of the organizations.

There are no new composting facilities proposed for the period covered in this Solid Waste Plan. As yard waste is banned from landfills, on-site composting is encouraged and education is provided on composting techniques for homeowners/schools/small businesses.

There are several townships which collect or allow the drop-off of leaves from residents. These stockpiled leaves are considered unmanaged compost piles and will be addressed during the period of this Plan. If the township chooses to actively compost the leaves, the site location and equipment utilized will be based solely on the budget and needs of the township.

COMPOSTING OPERATING PARAMETERS

The following identifies some of the operating parameters which are to be used or are planned to be used to monitor the composting programs.

Existing Programs:

<u>Program Name:</u>	<u>pH Range</u>	<u>Heat Range</u>	<u>Other Parameter</u>	<u>Measurement Unit</u>
Granger Landscape	N/A	Turn Piles When Temp drops below 100 degrees. Pile is finished when Temp is stable after turning.	N/A	Degrees F
MSU	N/A	Turn 3-4 x Year	N/A	Year

Proposed Programs:

<u>Program Name</u>	<u>pH Range</u>	<u>Heat Range</u>	<u>Other Parameter</u>	<u>Measurement Unit</u>
None				

COORDINATION EFFORTS

Solid Waste Management Plans need to be developed and implemented with due regard for both local conditions and the state and federal regulatory framework for protecting public health and the quality of the air, water, and land. The following states the ways in which coordination will be achieved to minimize potential conflicts with other programs and, if possible, to enhance those programs.

It may be necessary to enter into various types of agreements between public and private sectors to be able to implement the various components of this solid waste management system. The known existing arrangements are described below which are considered necessary to successfully implement this system within the County. In addition, proposed arrangements are recommended which address discrepancies that the existing arrangements may have created or overlooked. Since arrangements may exist between two or more private parties that are not public knowledge, this section may not be comprehensive of all the arrangements within the County. Additionally, it may be necessary to cancel or enter into new or revised arrangements as conditions change during the planning period. The entities responsible for developing, approving, and enforcing these arrangements are also noted.

Coordination Efforts Include:

- *Ingham County and municipalities for countywide recycling.
- *Ingham County and the MDEQ to conduct inspections of Ingham County landfills.
- *All entities involved in solid waste education including regional efforts.
- *Ingham County, MDEQ, and local unit of government to site new facilities.

COSTS & FUNDING:

The following estimates the necessary management, capital, and operational and maintenance requirements for each applicable component of the solid waste management system. In addition, potential funding mechanisms have been identified to support those components.

The Act requires that a County Solid Waste Management Plan shall contain a Management Component for implementation of the Plan and the Management System chosen shall consist of the following elements: identification of persons, municipalities, counties, and state and federal agencies assigned responsibilities under the Plan, with a precise delineation of planning, implementation, and enforcement responsibilities, including legal, technical and financial capabilities for all entities assigned responsibilities.

It further requires that a financial program be written identifying funding sources for the implementation of the Plan. The Act does not spell out the exact mechanisms the County can use to generate revenues to meet this requirement in the Plan, but implies under the authority vested in the County by the Act, that the County can implement funding mechanisms for enforcement and implementation of the Plan based on the County's structure and needs.

This requirement establishes funding as a key element in the infrastructure of the Plan and will determine if the Plan is a working document or mandated paper document. Therefore, the Solid Waste Management Planning Committee considered nine different funding mechanisms and developed a Plan that they felt is essential to implement the Solid Waste Management System. The Plan identifies management responsibilities (i.e. positions, implementation, enforcement), County sponsored Resource Recovery Programs (Countywide recycling & Household Hazardous Waste) and Solid Waste Education & Information Programs. The SWPC reviewed the existing programs and responsibilities from the existing Plan and felt the existing programs were meeting the needs of the County except in the area of solid waste education and information programs.

System Component *	Estimated Costs	Funding Sources
<u>Resource Conservation Efforts</u>	See Education	**
<u>Resource Recovery Programs:</u> -Household Hazardous Waste Program -Countywide Recycling Program -Household Battery Recycling -Tire Disposal	\$50,000 \$362,000 \$2,500 \$2,500	**
<u>Volume Reduction Techniques</u>	Unknown	Private
<u>Collection Processes</u>	Unknown	Private
<u>Transportation</u>	Unknown	Private
<u>Disposal Areas</u>	Unknown	Private
<u>Future Disposal Area Uses</u>	Unknown	Private
<u>Management Arrangements</u> -Personnel: Enforcement, Education, Solid Waste Coordination	\$178,000	**
<u>Educational & Informational</u> -Postage & Phones -Photo -Advertising -Educational Material	\$20,000	
TOTAL	\$615,000	

*These components and their subcomponents may vary with each system..

**Indicates the funding will come from one or more of the nine funding mechanisms beginning on page A-8.

The Solid Waste Planning Committee recommended that the funding mechanism for implementation of the Plan be from the County's General Fund, but that the alternative funding mechanisms that were considered be reflected in the Appendix. This will allow the County to select alternative funding mechanisms for enforcement and implementation of the Plan, based on the County's needs, and not require the County to do a Plan Amendment.

The following are the nine funding mechanisms that were considered, a brief description of each, and a table weighing the elements used to evaluate the mechanisms:

1. General Tax

The passing of a solid waste fee by the Board of Commissioners to businesses and residents of Ingham County. This would require the passing of a special millage by the voters of Ingham County.

2. Agreement with solid waste disposal facilities doing business with Ingham County

a. Pursuant to contractual agreements, solid waste disposal facilities authorized in the Plan may dispose of waste generated in Ingham County only if they agree to abide by the terms set forth in the Ingham County Plan, which includes a fee for the acceptance of Ingham County solid waste.

b. The County could open a bidding process to all facilities that want Ingham County solid waste and develop contracts with all or selected facilities that meet the requirements established by the County.

3. Voluntary fee from municipalities in Ingham County sponsoring the County Solid Waste Program

This would be a voluntary agreement with all municipalities in the County to pay the County for the County Solid Waste Programs. This could be based on volume of solid waste generated or population in each municipality.

4. Voluntary fee agreement with solid waste facilities located in Ingham County

This would consist of a formal contract between solid waste disposal facilities located within the jurisdiction of Ingham County. The fee would be determined by the facility and offered to the County at will.

5. Ingham County Health Department fee Ordinance on solid waste generated in Ingham County

An ordinance sponsored by the Health Department that could be written under the existing Sanitary Code or a stand alone Ordinance. The ordinance could be directed towards all or parts of the Solid Waste Industry or units of government in Ingham County that generate, transport, dispose of, or transfer solid waste. The fees could be based on all aspects (i.e., enforcement, implementation, education, recycling) of the County Solid Waste Plan or a combination of County and municipality programs (grants).

6. Hauler License

This would be directed towards the collection of fees for the licensing of vehicles that transport solid waste in Ingham County.

7. General Funds

The County would continue to pay for the County Solid Waste Programs from the general funds.

8. Combination of fees coming from the general fund and one or more of the previous concepts.

9. Combination of alternatives with fees collected by governing entities and they would share with the County Solid Waste Program.

EVALUATION SUMMARY OF THE SELECTED SYSTEM

The solid waste management system has been evaluated for anticipated positive and negative impacts on the public health, economic, environmental conditions, siting considerations, and existing disposal areas which would occur as a result of implementing this Selected System. In addition, the Selected System was evaluated to determine if it would be technically and economically feasible and whether the public would accept this selected system. Education and informational programs as well as the impacts to the resource recovery programs recreated by the solid waste collection systems, local support groups, institutional arrangements and the population in the County were considered. Also market availability for the collected materials and the transportation network were considered. Impediments to implementing the solid waste management system were identified and proposed activities which will help overcome those problems are addressed to assure successful programs. The Selected System was also evaluated as to how it relates to the Michigan Solid Waste Policy's goals. The following summarizes the findings of this evaluation and the basis for selecting this system:

The county selection of this solid waste management system was based on the guidelines set forth by DEQ, EPA's Decision-Makers Guide to Solid Waste Management, and in lessons learned from implementation of our existing Solid Waste Management Plan. The goals and components of the selected system were developed to be futuristic and proactive in achieving a long range County Solid Waste Management Plan that is environmentally friendly yet technically and economically acceptable. Education and informational programs were deemed the primary components in building a stronger futuristic solid waste program and therefore received a lot of emphasis in the selected system.

Ingham County generates between 1.2 and 1.4 million cubic yards of waste each year with approximately 25% diversion through reuse, recycling, and composting. The goal is to increase diversion rates to 35% over the planning period.

With the vast amount of disposal capacity that is available in our solid waste disposal area, strong intercounty relationship in our region supporting free flow which is reflected in import / export author, no real impediments are presented that would hinder the selected system from continuing to function. The KEY factors that hinders the functional part of the Plan are plan amendment process and the marking of recovered materials. This Plan attempts to address these issues through goals and objectives, but needs more support from the MDEQ and the State legislators.

Public health, technical feasibility and social acceptance impacts were all considered by the Solid Waste Planning Committee. Some of the main issues for the committee in selecting the system was open flow and recycling, education and providing ample disposal capability for the county.

ADVANTAGES AND DISADVANTAGES OF THE SELECTED SYSTEM

Each solid waste management system has pros and cons relating to its implementation within the County. Following is an outline of the major advantages and disadvantages for this Selected System.

ADVANTAGES:

1. Provides ample disposal capacity for the planning period.
2. Attempts to establish mechanisms for data collection, thereby allowing for better planning.
3. Provides opportunities for recycling/composting with expansion of existing programs.
4. Opens waste flow to other disposal facilities.
5. Provides educational and informational resources to the County with expansion of existing programs.
6. Does not require siting a new disposal facility on the County.

DISADVANTAGES:

1. Landfilling still predominant method of solid waste disposal.
2. Dependent on export relationships with other counties and facilities.

NON-SELECT SYSTEM

NON-SELECTED SYSTEMS

Before selecting the solid waste management system contained within this Plan update, the County developed and considered other alternative systems. The details of the non-selected systems are available for review in the County's repository. The following section provides a brief description of these non-selected systems and an explanation why they were not selected. Complete one evaluation summary for each non-selected alternative system.

System 1 Current Solid Waste Management System

The current system involves the components of waste reduction, resource conservation and resource recovery, while exporting the remaining waste to landfills. This system provides recycling/composting opportunities for Ingham County residents/businesses and provides ample disposal capacity to handle the remaining waste.

System 3 Recovery/Processing Facility Sited in Ingham County

Siting a Cooperative Materials Recovery Facility (MRF) in the County, while continuing to export waste to landfills. A greater volume of specific materials would increase market availability and prices obtained for various commodities. Facility management would be a cooperative effort between public and private entities and would ensure fair and competitive pricing.

System 4 Waste to Energy Facility

Siting, construction, maintenance and operation of a WTE facility by a private entity.

System 5 Solid Waste Disposal Facility

Siting, construction, maintenance and operation of a landfill by a private entity.

NON-SELECTED SYSTEM COMPONENTS

The following briefly describes the various components of the non-selected systems.

Resource Conservation Efforts

System 1 has resource conservation components but are not operating at a high level.

System 3 could provide resource conservation programs as a companion to the recovery system.

System 4 could create a disincentive for resource conservation as more material is needed to keep the system functioning.

System 5 could provide funding for resource recovery programs.

Volume Reduction Techniques

System 1 provides nominal volume reduction.

System 3 provides significant volume reduction due to the baling typically done with recycled material.

System 4 provides significant volume reduction due to incineration.

System 5 provides nominal volume reduction.

Resource Recovery Programs

System 1 provides some resource recovery programs, but provides no overall goals.

System 3 provides high levels of resource recovery, with a number of materials accepted being highly dependent on market.

System 4 provides a major disincentive for collecting material for recycling, with the exception of material which could create problems such as batteries and other hazardous materials.

System 5 could provide funding for programs, however, it could provide an overall disincentive to recycle due to low disposal fees.

Collection Processes

System 1 collection processes consist of individual trucks collecting waste from businesses and residential customers.

System 3 collection processes consist of individual trucks collecting waste from businesses and residential customers.

System 4 - same as above.

System 5 - same as above.

Transportation

System 1 collection processes consist of individual trucks collecting waste from businesses and residential customers.

System 3 collection processes consist of individual trucks collecting waste from businesses and residential customers.

System 4 - same as above.

System 5 - same as above.

Disposal Areas

System 1 - landfill

System 3 - recycle/landfill

System 4 - waste to energy

System 5 - landfill

Institutional Arrangements

System 1 involves a combination of arrangements between private/independent haulers and landfill owners/operators and local units of government.

System 3 would require agreements/arrangements between a private entity and local units of government.

System 4 - requires the same as above.

System 5 - requires the same as above.

Educational and Informational Programs

System 1 includes some educational programs. The rural areas require better coverage.

System 3 would require increased educational programs to make maximum use of a recovery/processing facility.

System 4 would require increased educational programs to familiarize communities to the types of materials which cannot be incinerated and to continue to promote resource conservation, resource recovery and composting.

System 5 would require more extensive education of the type currently available; i.e.: emphasis on resource conservation, recycling, composting and buying recycled products.

Capital, Operational and Maintenance Costs

System 1 would not require a significant increase in capital, operational or maintenance costs.

System 3 would require a significant capital investment. Operational and maintenance costs could also be significant, but would be offset by the sale of material.

System 4 would require significant, perhaps prohibitive capital, operational and maintenance costs.

System 5 - is the same as System 4.

EVALUATION SUMMARY OF THE NON-SELECTED SYSTEM

The non-selected system was evaluated to determine its potential of impacting human health, economics, environmental, transportation, siting and energy resources of the County. In addition, it was reviewed for technical feasibility, and whether it would have public support. Following is a brief summary of that evaluation along with an explanation why this system was not chosen to be implemented.

System 1 Current Management System

This system, while adequately managing the County's solid waste, does not address the need to maximize the waste reduction and resource recovery components to divert more waste from landfills.

System 3 Recovery/Processing Facility Sited in Ingham County

Although this system has the potential to divert a considerable amount of material from the waste stream, the significant capital investment required makes development unlikely.

System 4 Waste to Energy Facility

The large capital investment, low public acceptability, and potential health effects are all obstacles which limit the feasibility of this system.

System 5 Solid Waste Disposal Facility

This system has all of the same obstacles as system 4. Also, the ample disposal capacity available to the County for this planning period makes pursuit of this system unlikely.

ADVANTAGES AND DISADVANTAGES OF THE NON-SELECTED SYSTEMS

Each solid waste management system has pros and cons relating to its implementation within the County. Following is a summary of the major advantages and disadvantages for this non-selected system.

System 1 Current Solid Waste Management System

Advantages

- Publicly acceptable, no major changes

Disadvantages

- No goals established to increase diversion rate
- No mechanism for data collection
- Continued dependence on a few facilities for disposal

System 3 Recovery/Processing Facility Sited in Ingham County

Advantages

- Provides greater capacity to handle recyclable material
- Markets may be easier to locate for material

Disadvantages

- Considerable capital investment required
- Issue of public versus private ownership of the facility

System 4 Waste to Energy Facility

Advantages

- Provides disposal capacity for the planning period and beyond

Disadvantages

- Potential environmental/health impact
- Low public acceptability
- Large capital investment required

System 5 Solid Waste Disposal Facility

Advantages

- Provide disposal capacity for planning period and beyond
- Provide funding or host community fees for resource conservation, resource recovery, and composting programs

System 5 Solid Waste Disposal Facility

Disadvantages

- Public concern over development of new landfill
- Nuisance considerations
- Already ample disposal capacity for the area
- Does not maximize opportunity for resource recovery
- Lack of emphasis on alternative disposal methods
- Potential health/environmental concerns

PUBLIC PARTICIPATION

PUBLIC PARTICIPATION AND APPROVAL

The following summarizes the processes which were used in the development and local approval of the Plan including a summary of public participation in those processes, documentation of each of the required approval steps, and a description of the appointment of the solid waste management planning committee along with the members of that committee.

Public notices for the schedule of meetings, public comment and review period and the public hearing were placed in newspapers having major circulation in the County (see attached affidavits). Any and all interested parties were included on the mailing list for agendas and minutes and each municipality received a copy of the agenda and minutes at least 10 days prior to each meeting. Public participation was encouraged by listing the meeting dates, times and locations in the local newspapers (see attached affidavits). Each municipality received a copy of the draft plan for review and made recommendation for approval or denial). After review and return of the Plan with a majority of the municipalities voting for approval of the Plan, the Board of Commissioners voted to adopt the Plan and submit it to the MDEQ.

PUBLIC INVOLVEMENT PROCESS

A description of the process used, including dates of public meetings, copies of public notices, documentation of approval from the solid waste planning committee, County board of commissioners, and municipalities.

To ensure public knowledge and full participation in the planning process, agendas and minutes were sent to all municipalities and any interested parties at least 10 days prior to each meeting. Public notification was made through announcements in the Lansing State Journal.

SOLID WASTE MANAGEMENT PLANNING COMMITTEE MEETING SCHEDULE

DATE

TIME & LOCATION SAME: 1:30 P.M., ICHSB*

December 9, 1997
January 13, 1998
February 3, 1998
February 17, 1998
March 3, 1998
April 7, 1998
May 5, 1998
July 7, 1998
August 4, 1998
August 25, 1998
September 8, 1998
September 29, 1998
October 13, 1998
October 20, 1998
October 27, 1998
November 3, 1998
November 17, 1998
November 24, 1998
December 15, 1998

June 14, 1999
July 21, 1999
February 2, 2000
February 10, 2000
(Held at Granger Facility on Wood St., Lansing)
February 24, 2000
(Held at Granger Facility on Wood St., Lansing)
January 24, 2000
April 25, 2000
July 18, 2000

*ICHSB - Ingham County Human Services Building

RESOLUTION # 00-023 FOR PRESENTATION OF DRAFT INGHAM COUNTY SOLID WASTE PLAN FIVE YEAR UPDATE AND REFERRAL TO PLANNING COMMITTEE WITH OBJECTIONS - February 8, 2000

RESOLUTION #00-091 APPROVING THE INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN UPDATE - April 25, 2000

A Public Hearing was conducted on April 14, 1999, at 7:00 p.m. at the Ingham County Courthouse in Mason. This date was approximately half-way through the public comment period which began on March 1, 1999, and ended June 1, 1999. Copies of the Draft Plan were made available for review at the Ingham County Health Department and various public libraries around the county. Notification of the availability of the Draft Plan and subsequent hearing was made on March 3, 1999, and April 4, 1999, through the Lansing State Journal and 20 other outlets including radio and television.

FAX TRANSMISSION

ENVIRONMENTAL HEALTH

5303 S. CEDAR ST.
LANSING, MI 48911

FAX: 887-4500

To: *Lynn*

Date: *7-26-2000*

Fax #: *373-4797*

Pages: *3*, including this cover sheet.

From: ICHD *Jen*

Subject: *Ltr to BOC from SWPC*

COMMENTS:

*Hi Lynn, I put this in
Public involvement section, hope this
works. Pg C-2a-2c is the Public
notice.*

Ingham County Health Department

Bruce B. Bragg, M.P.H., Director
Dean G. Sienko, M.D., M.S., Medical Director

Human Services Building
3 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661
FAX (517) 887-4560

FILE COPY

Bureau of Environmental Health
(517) 887-4312

March 6, 2000

Ingham County Board of Commissioners
Ingham County Court House
Mason, MI 48854

Ingham County Board of Commissioners:

On February 24, 2000, the Solid Waste Planning Committee met to discuss the Board of Commissioners Resolution titled "RESOLUTION FOR PRESENTING OF DRAFT INGHAM COUNTY SOLID WASTE PLAN FIVE YEAR UPDATE AND REFERRAL TO PLANNING COMMITTEE WITH OBJECTIONS". After reviewing and discussing the six objections submitted by the BOC, the majority of the members present of the Solid Waste Planning Committee voted to resubmit the Draft Solid Waste Management Plan to the Board with the following considerations:

The Committee felt the primary objections were related to the: (1) cost of implementation of programs, and (2) the leadership role the County should take in implementation of the Plan. The committee developed the Plan, based on essential programs they believed are needed Countywide. The Solid Waste Management Components section of the Plan clearly delineate responsibility for implementation. How the County wants to deliver these programs, and at what levels throughout the County, are the responsibility of the BOC and can be adjusted during the life of the Plan. Therefore, the committee decided to take the specific budget out of the table in Appendix A.

Since there is a State requirement to identify funding sources for implementation of the Plan, the Committee has developed and considered ten different options, of which nine are described in the Plan. This will allow the BOC to use one, or a combination of the options, during the life of the Plan. The majority of the Committee feels the County Solid Waste Plan is a governmental requirement and responsibility, and therefore should be paid for out of the General funds. The majority of the Committee believes that this would be the most fair and equitable for all elements in the Plan. The Committee also agreed that P.A. 138, as amended 1996, should be considered by the BOC and local governments.



Ingham County Board of Commissioners

March 6, 2000

Page 2

In closing, the Committee would like to impress upon the Board of Commissioners that, although a detailed budget for countywide recycling, household hazardous waste collections and education services has been removed from the Plan, we feel they are important aspects of solid waste management and should not be ignored. Three communities (Lansing, East Lansing and Williamston) in the County currently fund and provide recycling and educational support for their citizens, but rely on the County for household hazardous waste collection. All other communities rely on current drop-off sites with little to no educational support. To encourage environmental ethics in the population of Ingham County, and provide the citizens with a safe and healthy environment, we strongly encourage the Board of Commissioners to seek voluntary funding sources for enhanced county provided programs for or in municipalities that do not currently have comprehensive programs. These municipalities would then have an option of contracting with the County or providing these programs for their communities, using existing statutes, referendums, or inter-governmental Acts. Without pursuing such enhancement, the Plan although legally correct and potentially acceptable by the MDEQ, will fail in reaching some of it's objectives.

Sincerely,



Mike VanDinther

Vice-Chairperson

Solid Waste Management Planning Committee

MV:blat



Ingham County Board of Commissioners

P.O. Box 319 • Mason, MI 48854 • (517) 676-7200 • Fax: (517) 676-7264

FOR IMMEDIATE RELEASE

Date: March 2, 1999

Contact: Jim Wilson

(517) 887-4312, Fax: (517) 887-4310

Public Hearing on Solid Waste Plan

Mason, Michigan - The Ingham County Solid Waste Management Planning Committee has announced that the draft Ingham County Solid Waste Management Plan is now available for review and comments. The Designated Planning Agency will host a Public Hearing on April 14, 1999 at 7:00 p.m., in the Board of Commissioners Room, Third Floor, Ingham County Courthouse, Mason. The purpose of the hearing is to provide an opportunity for the various communities to address questions and provide public comments relative to the Draft Plan. To review the plan contact the Ingham County Health Department, Bureau of Environmental Health, 5303 S. Cedar, Lansing, Michigan 48909 Phone: (517) 887-4312.

Public Hearing on Solid Waste Pla

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ICN-3006-2

3

AFFIDAVIT OF PUBLICATION
COMMUNITY NEWSPAPERS, INC.
239 S. Cochran Ave.
Charlotte, MI 48813

State of Michigan, County of Eaton

IN THE MATTER OF: PUBLIC HEARING

INGHAM COUNTY BOARD OF COMMISSIONERS

Ron George
Controller

Being duly sworn, says that he/she is authorized by the publisher of Community Newspapers, Inc., to swear that certain notice, a copy of which is annexed here to, was published in the following publication:

1. Published in the English language for the dissemination of general and/or legal news, and
2. Has a bonafide list of paying customers or has been published at least once a week in the same community without interruption for at least 2 years, and
3. Has been established, published and circulated at least once a week without interruption for least one (1) year in the community where the publication is to occur.

INGHAM COUNTY COMMUNITY NEWS

3/7/99

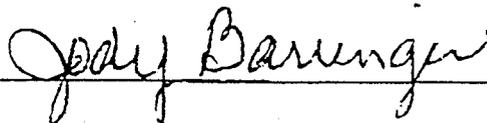


SUBSCRIBED AND SWORN TO BEFORE ME THIS 9TH

DAY OF MARCH, 1999

JODY BARRINGER
NOTARY PUBLIC, EATON COUNTY, MICHIGAN
MY COMMISSION EXPIRES: APRIL 8, 2002

ICN-3006



3-17 Ing City Bd. of Comm 35825

STATE OF MICHIGAN }
County of Ingham } 68

LYNN A. MASON

....., being duly sworn, deposes and says, that he is Foreman to the Printer of

Lansing State Journal

a newspaper printed, published and circulated in the County of Ingham, and that the annexed notice has been published in said paper ONE INSERT ON MARCH 8th and that the first publication thereof was on the 9th day of MARCH in the year nineteen hundred and 99

Sworn and subscribed to before me this 10th day of March A. D., 1999

Patricia A. Jinnatias
Notary Public for Ingham County, Michigan

Patricia A. Jinnatias
Notary Public, Eaton County, MI
Notary Commission Expires Jan 8, 2004

PUBLIC HEARING ON SOLID WASTE PLAN
Mason, Michigan) The Ingham County Solid Waste Management Planning Committee has announced that the draft Ingham County Solid Waste Management Plan is now available for review and comments. The Designated Planning Agency will host a Public Hearing on April 14, 1999 at 7:00 p.m., in the Board of Commissioners Room, Third Floor, Ingham County Courthouse, Mason. The purpose of the hearing is to provide an opportunity for the various communities to address questions and provide public comments relative to the Draft Plan. To review the plan contact the Ingham County Health Department, Bureau of Environmental Health, 6303 S. Cedar, Lansing, Michigan 48909, Phone: 3-17-687-4312.

PLANNING COMMITTEE APPOINTMENT PROCEDURE

Attachments contain copies of the Resolution creating the Planning Committee and the Resolution appointing the Planning Committee members.

ADOPTED-JULY 22, 1997

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO INITIATE THE SOLID WASTE MANAGEMENT PLAN UPDATE
PROCESS**

RESOLUTION #97-161

WHEREAS, the Ingham County Solid Waste Management Plan was initially adopted in 1983 and was updated in 1990; and

WHEREAS, the Michigan Department of Environmental Quality has notified the County that the Plan must be updated prior to December 31, 1998; and

WHEREAS, it is necessary to advise the MDEQ whether the County will initiate and support the update process, or whether it will defer to the MDEQ to find other entities to coordinate the planning process; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners appoint the Health Department as the agency to staff and support the planning process, notify the MDEQ that the Board will take the responsibility to conduct the planning process, and direct the Health Department to recommend a slate of county residents to serve on the 14 member Solid Waste Management Planning Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners notify the Michigan Department of Environmental Quality that the County will conduct the planning process to update the Ingham County Solid Waste Management Plan.

BE IT FURTHER RESOLVED, that the Board of Commissioners appoints the Ingham County Health Department as the Designated Planning Agency to serve as the technical, research and staff support to the Board and to the Solid Waste Management Planning Committee.

BE IT FURTHER RESOLVED, that the Health Department is directed to prepare a slate of candidates to be presented to the Board of Commissioners to fill the 14 slots on the Solid Waste Management Planning Committee.

HUMAN SERVICES: Human Services will meet 7/21/97

FINANCE: Yeas: McDonald, Czarnecki, Bernero, Stid, Keefe, Schafer

Nays: None

Absent: Sims

Approved 7/16/97

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPOINT A SOLID WASTE MANAGEMENT PLANNING
COMMITTEE**

RESOLUTION #97-252

WHEREAS, the Ingham County Solid Waste Management Plan was initially adopted in 1983 and was updated in 1990; and

WHEREAS, the Michigan Department of Environmental Quality has notified the County that the Plan must be updated prior to December 31, 1998; and

WHEREAS, it is necessary to appoint a 14 member Solid Waste Management Planning Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints:

Mike Van Dinther	Waste Management of Michigan	Solid Waste Industry
Terry Guerin	Granger Land Management	Solid Waste Industry
Clark (Skip) Losey	Allied Disposal Company	Solid Waste Industry
Angela Mabin	City of East Lansing	Solid Waste Industry
Helen LeBlanc	Sierra Club	Environ. Interest Group
Susan Erhardt	Mid-Michigan Environmental Active Council	Environ. Interest Group
Pat Lindemann	Drain Commissioner	Ingham County Government
Jim Campfield	City of Lansing	City Government
Larry Silsby	Aurelius Township	Township Government
Jon Coleman	Tri-County Regional Planning	Regional Planning Agency
Larry Steckelberg	410 Main Street, Leslie	General Public
Lucile Belen	610 W. Ottawa, Apt. 1206, Lansing	General Public
Lucy Doroshko	4799 W. Bunker Road, Mason	General Public
Gary Parrott	Michigan State University	Industrial Waste Generator

to the Solid Waste Management Planning Committee to terms which expire upon completion and approval of the plan.

HUMAN SERVICES: Yeas: Sims, Keefe, Czarnecki, Smiley, Juall **Nays:** None

Absent: None Approved 10/20/97

ADOPTED - MAY 12, 1998

Agenda Item No. 20

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO MAKE AN APPOINTMENT TO THE SOLID WASTE
MANAGEMENT PLANNING COMMITTEE
RESOLUTION #98-112**

WHEREAS, a vacancy exists on the Ingham County Solid Waste Management Planning Committee due to the resignation of Jim Campfield, the City of Lansing's representative; and

WHEREAS, the City of Lansing is recommending that Steve Chalker, Recycling Coordinator, be appointed to replace Jim Campfield as the City Government representative on the Solid Waste Management Planning Committee, representing the City of Lansing.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints:

Steve Chalker

City of Lansing

City Government

to the Solid Waste Management Planning Committee to a term expiring upon completion and approval of the plan.

BE IT FURTHER RESOLVED, that any residency requirements will be waived, contingent upon review and approval of the County Attorney.

HUMAN SERVICES: Yeas: Czarnecki, Smiley, Stid, Keefe
Nays: None **Absent:** Juall **Approved 5/4/98**

ADOPTED - OCTOBER 13, 1998

LATE - Agenda Item No. 23

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO MAKE AN APPOINTMENT TO THE SOLID WASTE
MANAGEMENT PLANNING COMMITTEE
RESOLUTION #98-237**

WHEREAS, a vacancy exists on the Ingham County Solid Waste Management Planning Committee due to the resignation of Susan Erhardt, an Environmental Interest Group representative; and

WHEREAS, during the original application process there was one other applicant that desired an appointment as an Environmental Interest representative on the Solid Waste Management Planning Committee,

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints:

Dave Dempsey

Environment
Group Representative

to the Solid Waste Management Planning Committee to a term expiring upon completion and approval of the plan.

HUMAN SERVICES: Yeas: Czarnecki, Smiley, Stid, Keefe, Juall
Nays: None Absent: None

Approved 10/13/98

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION FOR PRESENTATION OF DRAFT
INGHAM COUNTY SOLID WASTE PLAN FIVE YEAR UPDATE AND REFERRAL
TO PLANNING COMMITTEE WITH OBJECTIONS**

RESOLUTION #00-023

WHEREAS, the Michigan Legislature passed Public Act 451 Part 115 of 1994 requiring each county in the State of Michigan to prepare a plan for the management of Solid Waste generated in the County; and

WHEREAS, the Act provides that the Solid Waste Plan be updated on a five year basis and for the formation of a specifically constituted committee to prepare such an update; and

WHEREAS, Ingham County appointed a planning committee naming Pat Lindemann Ingham County Drain Commissioner as county government representative to that committee; and

WHEREAS, the five year update of the plan has been submitted to the Ingham County Board of Commissioners for approval; and

WHEREAS, as a result of a review of the five year update, the Ingham County Board of Commissioners does not approve the plan as submitted; and

WHEREAS, the five year update shall be returned to the Solid Waste Planning Committee along with a statement of objections to the plan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize the return of the five year update of the Solid Waste Plan to the Planning Committee along with a statement of objections to the plan.

BE IT FURTHER RESOLVED, within thirty days after receipt, the planning committee shall review the objections and shall return the plan with its recommendations.

BE IT FURTHER RESOLVED, that objections are being forwarded to the Planning Committee with recommended amendments for resubmission to the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that the Solid Waste Plan could be returned to the Planning Committee should additional objections to the Plan be developed as the result of review by the Board of Commissioners.

HUMAN SERVICES: Yeas: Czarnecki, Smiley, Grebner, Schmidt, Severino
Nays: None Absent: None Approved 1/24/00

FINANCE: Yeas: Bernero, Grebner, Czarnecki, McDonald, Schafer, Juall
Nays: None Absent: Minter Approved 2/02/00

(Attachment)

**INGHAM COUNTY BOARD OF COMMISSIONERS
STATEMENT OF OBJECTIONS TO SOLID WASTE PLAN 2000 UPDATE**

- 1) The county's role should be to provide coordination and leadership on plan implementation,
- 2) County operated or funded efforts should be focused on items of county-wide impact - i.e. regulation and education.
- 3) Solid waste programs - such as recycling, should be operated and funded on a municipal or private basis, unless such programs can be operated more efficiently on a county-wide basis. (Rural recycling would not meet this test) .
- 4) Consideration of funding for county-wide activities should include fees related to the generation, pick-up, or disposal of waste, as well as general fund support.
- 5) In looking at fees, consideration could be given to fees imposed as a condition of accepting (either by hauler or a landfill) Ingham waste.
- 6) The Solid Waste Planning Committee should consider the idea of a disposal fee levied on solid waste at the solid waste disposal facility with the funds generated from this disposal fee being rebated to the municipality from where it came if that municipality provides site based recycling or comprehensive recycling programs or where no such program is provided, used by the County to defray the cost of providing site-based recycling services.

In addition, the Plans format should be revised to comport with Ingham County legal counsel and Michigan DEQ recommendations.

The Solid Waste Planning Committee should also discuss with the Ingham County Purchasing & Properties Department any new recommendations for county purchasing requirements contained within the plan for their input prior to a revised Solid Waste Plan update being presented to the County for adoption.

Time frame: The Board of Commissioners will act upon this resolution on February 8, 2000. Thirty days from that date would be March 9, 2000. The BOC schedule to act on the revised plan would then be:

Human Services Committee	March 20, 2000
Finance Committee	March 22, 2000
Board of Commissioners	March 28, 2000

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE INGHAM COUNTY
SOLID WASTE MANAGEMENT PLAN UPDATE**

RESOLUTION #00-091

WHEREAS, the Ingham County Board of Commissioners has adopted a Solid Waste Management Plan ("Plan") under the authority of PA 641 of 1978 as amended; and

WHEREAS, PA 451 Part 115 as amended requires the Board to periodically update the Plan in light of changing circumstances; and

WHEREAS, the Board of Commissioners appointed a Solid Waste Planning Committee and designated the Health Department as the Designated Planning Agency which serves as staff to the Committee in October of 1997; and

WHEREAS, the Solid Waste Planning Committee (SWPC) completed a first draft of the updated solid waste management plan in March of 1999; and

WHEREAS, the Board of Commissioners sent the first Draft of the Plan Update back to the Planning Committee with a statement of objections to the Plan Update; and

WHEREAS, the County's Solid Waste Planning Committee has considered the objections and has recommended a revised Plan Update; and

WHEREAS, the Ingham County Board of Commissioners has reviewed the proposed Plan Update and several amendments which would address all the objections as stated by the Board through Resolution # 00-23; and

WHEREAS, the Board generally determines that the Plan Update with these amendments promotes and protects the solid waste needs and interests of the citizens of Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the Solid Waste Management Plan Update as recommended by the Solid Waste Planning Committee and as amended by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the County's Designated Planning Agency (Health Department) is directed to seek the approval of the Plan Update by the municipalities of the County as required by PA 451 Part 115 and

RESOLUTION #00-091

upon such approval to forward the Plan Update to the Michigan Department of Environmental Quality ("MDEQ") for its approval.

BE IT FURTHER RESOLVED, that upon the approval by the MDEQ of the Plan Update that the Plan Update shall supersede and replace any prior Plans.

HUMAN SERVICES: Yeas: Czarnecki, Smiley, Grebner **Nays:** Schmidt, Severino
Absent: None **Approved 4/17/00**

FINANCE: Yeas: Bernero, Grebner, Czarnecki, McDonald, Schafer, Minter, Juall
Nays: None **Absent:** None **Approved 4/19/00**

PLANNING COMMITTEE

Committee member names and the company, group, or governmental entity represented from throughout the County are listed below.

Four representatives of the solid waste management industry:

- | | | |
|----|--------------------|-----------------------------------|
| 1. | Mike VanDinther | Waste Management of Mid- Michigan |
| 2. | Terry Guerin | Granger Land Management |
| 3. | Clark (Skip) Losey | Allied Disposal Company, Inc. |
| 4. | Angela Mabin | City of East Lansing |

One representative from an industrial waste generator:

- | | | |
|----|--------------|---------------------------|
| 1. | Gary Parrott | Michigan State University |
|----|--------------|---------------------------|

Two representatives from environmental interest groups from organizations that are active within the County:

- | | | |
|----|---|----------------------------|
| 1. | Helen LeBlanc | Sierra Club |
| 2. | Susan Erhardt
Replaced by Dave Dempsey | Mid-Michigan Environmental |

One representative from County government. All government representatives shall be elected officials or a designee of an elected official.

- | | | |
|----|---------------|----------------------------------|
| 1. | Pat Lindemann | Ingham County Drain Commissioner |
|----|---------------|----------------------------------|

One representative from township government:

- | | | |
|----|--------------|-------------------|
| 1. | Larry Silsby | Aurelius Township |
|----|--------------|-------------------|

One representative from city government:

- | | | |
|----|--|-----------------|
| 1. | Jim Campfield
Replaced by Steve Chalker | City of Lansing |
|----|--|-----------------|

One representative from the regional solid waste planning agency:

- | | | |
|----|-------------|------------------------------|
| 1. | Jon Coleman | Tri-County Regional Planning |
|----|-------------|------------------------------|

Three representatives from the general public who reside within the County:

- | | |
|----|-------------------|
| 1. | Larry Steckelberg |
| 2. | Lucile Belen |
| 3. | Lucy Doroshko |

PLAN IMPLEMENTATION STRATEGY

The following discusses how the County intends to implement the Plan and provides documentation of acceptance of responsibilities from all entities that will be performing a role in the Plan.

The selected solid waste management system for Ingham County is a continuation of the existing system with the incorporation of programs to increase the levels of resource conservation and resource recovery including recycling and composting. It is anticipated that the operation of the selected system will continue in much the same manner and framework as it does today.

As stated in the implementation timetable for the selected system, most of the components will operate on an "on-going" basis. Enhancements of the systems components will take place throughout the planning period as a result of on-going public education and information programs. Therefore, there is no specific or identified "strategy" to implement the County's plan due to its current nature and operation. Enforcement will continual be a key issue in implementation of the Plan. The responsible parties are listed in the table in the Solid Waste Management Components and the level of enforcement will be determined by Part 115 of Act 451 and the County Board of Commissioners.

RESOLUTIONS

The following are resolutions from municipality's approving the Ingham County Solid Waste Management Plan.

June 11

TOWNSHIP OF ALAIEDON

2021 W. HOLT ROAD
MASON, MICHIGAN 48854

MARVIN LOTT, Supervisor
BRUCE OESTERLE, Clerk
STUART THORBURN, Treasurer
ROBERT CALTRIDER, Trustee
RICHARD KRANZ, Trustee

OFFICE HOURS:
10:00 A.M. to 4:00 P.M.
PHONE NUMBER:
(517) 676-9277
FAX NUMBER:
(517) 676-9332

ALAIEDON TOWNSHIP RESOLUTION OF APPROVAL INGHAM COUNTY SOLID WASTE MANAGEMENT

WHEREAS, Michigan Counties, under Public Health Code, have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the Natural Resources and Environmental Protection Act requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the Alaiedon Township board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on May 22, 2000.

AYES: M. Lott, B. Oesterle, S. Thorburn, R. Caltrider,
and R. Kranz

NAYS: NONE

ABSENT: NONE

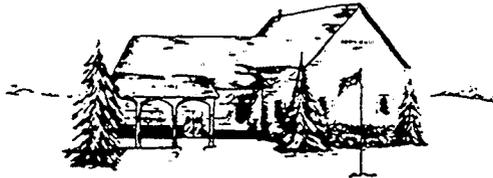
ABSTENTIONS: NONE

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of Alaiedon Township held on Monday, May 22, 2000, a quorum being present.

Bruce Oesterle
Bruce Oesterle, Clerk

June 12, 2000
Date

JUN 22 2000



AURELIUS TOWNSHIP

Ingham County

1939 S. Aurelius Road • Mason, Michigan 48854-9729
(517) 628-2093 • Fax (517) 628-3989

AURELIUS TOWNSHIP

RESOLUTION OF APPROVAL INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the AURELIUS TOWNSHIP board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Members: Clark, Droscha, Johnson, Lawson, Silsby

NAYS: none

ABSENT: none

ABSTENTIONS: _____

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of AURELIUS TOWNSHIP held on 06/13/00, a quorum being present.

Donna Lawson
Signature

June 13, 2000
Date

C-10b

LARRY SILSBY
Supervisor

DONNA LAWSON
Clerk

JUDITH CLARK
Treasurer

DAVID DROSCHA
Trustee

LARRY JOHNSON
Trustee

Board Meeting: 6/20/2000

DELHI CHARTER TOWNSHIP

RESOLUTION NO. 2000-034

A RESOLUTION TO APPROVE THE INGHAM COUNTY SOLID
WASTE MANAGEMENT PLAN

At a regular meeting of the Township Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, held at the Community Services Center, 2074 Aurelius Road, Holt, Michigan on Tuesday, the 20th day of June 2000 at 7:30 p.m.

PRESENT: Supervisor Serge Leduc, Treasurer Harry Ammon,
Clerk Evan Hope, Trustees Marsha Bowers, Jerry Ketchum,
Roy Sweet

ABSENT: Trustee Stuart Goodrich

The following Resolution was offered by Ketchum and supported by Hope:

WHEREAS, Michigan Counties, under the "Public Health Code", have a responsibility to prevent and control environmental hazards; and

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality,

NOW, THEREFORE BE IT RESOLVED that the Delhi Charter Township Board of Trustees approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

Ayes: Hope, Ketchum, Leduc, Sweet, Ammon, Bowers
Nays: None
Absent: Goodrich

The foregoing Resolution declared adopted on the date written above.



Evan Hope, Township Clerk

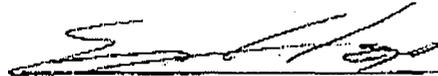
STATE OF MICHIGAN)

)ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 20th day of June 2000.

IN WITNESS THEREOF, I have hereunto affixed my official signature this 21st day of June 2000.



Evan Hope, Township Clerk

INGHAM TOWNSHIP

RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the INGHAM TOWNSHIP board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Jan Weirauch, Barbara Braman, Dana Risner, Vern Elliott
Wayne Kinne.

NAYS: _____

I, hereby certify that the foregoing Resolution was adopted a regular meeting of INGHAM TOWNSHIP held on July 17, 2000, a quorum being present.

Dana Risner
Dana Risner, Clerk

7-17-00
Date

Post-it Fax Note 7672

To Jim Wilson
Company
Location
Fax 887-4560
Comm.

No. of Pages 1 Today's Date 7-6-00 Time
From Susan Aten
Company Lansing Township
Location
Dept. Charge
Telephone #
Fax #
Original Disposition: Destroy Return Call for pickup

FILE COPY

CHARTER TOWNSHIP OF LANSING
3209 W. MICHIGAN AVENUE
LANSING, MICHIGAN 48917

CHARTER TOWNSHIP OF LANSING

**RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, Michigan Counties, under the "Public Health Code", have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the CHARTER TOWNSHIP OF LANSING approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

Ayes: Fitzgerald, Jakovac, Love, Rodgers, Aten, Celentino, Daher

Nays: None

Absent: None

Abstentions: None

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the Charter Township of Lansing Board of Trustees held on July 5, 2000, a quorum being present.

Susan Aten
Clerk

July 6, 2000
Date

Supervisor/Assessor
485-2272

Clerk/Planning & Zoning
485-4063

Fire Department
485-5443

Treasurer
485-7115

Building Inspector
485-3510

Police Department
485-1700

FILE COPY

LEROY TOWNSHIP

**RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, Michigan Counties, under the "Public Health Code." have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW. THEREFORE, BE IT RESOLVED, that the LEROY TOWNSHIP board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: West, Alchin, Hamlin, DePue, Whitehead

NAYS: _____

ABSENT: _____

ABSTENTIONS: _____

I hereby certify that the foregoing Resolution was adopted at a regular meeting of LEROY TOWNSHIP held on June 6, 2000, a quorum being present.

Alchin J. Whitehead
Signature

06/06/00
Date

Resolution #00-2

JUN 13 2000

FILE COPY

TOWNSHIP of LESLIE

RESOLUTION NO 99-00-08

RESOLUTION OF APPROVAL

INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality.

NOW THEREFORE BE IT RESOLVED, that the Leslie Township Board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

Ayes 5
Nays 0
Absent 0

We, Donald Vickers, Leslie Township Supervisor and Sheryl Feazel, Leslie Township Clerk, do hereby certify that this is a true copy passed by the Leslie Township Board of Trustees at a special meeting held June 22, 2000.

Donald Vickers, Supervisor

Sheryl Feazel, Clerk

LOCKE TOWNSHIP

**RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the LOCKE TOWNSHIP board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Schuly Galbreath Harris Gruber Hart

NAYS: none

ABSENT: none

ABSTENTIONS: none

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of LOCKE TOWNSHIP held on July 11, 2000 a quorum being present.

Dorothy S Hart
Signature

7-11-00
Date

FILE COPY

CHARTER TOWNSHIP OF MERIDIAN

RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the CHARTER TOWNSHIP OF MERIDIAN board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Trustees McGillicuddy, Milliman, Squiers, Such, Supervisor McCullough, Clerk Helmbrecht, Treasure Klunzinger

NAYS: None

ABSENT: Trustee Squiers

ABSTENTIONS: None

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of the CHARTER TOWNSHIP OF MERIDIAN held on July 5, 2000, a quorum being present.

Mary M. Helmbrecht
Signature

July 6, 2000
Date

Post-It* Fax Note 7671
To: Jim Wilson
From: L. Richards
Co./Dept: Ingham Cty
Meridian Twnshp
Phone #: Health Dept
349-1200 x317
Fax #: 889-4560

FILE COPY

RESOLUTION OF APPROVAL INGHAM COUNTY WASTE MANAGEMENT PLAN

WHEREAS Michigan counties under the Public Health Code have a responsibility to prevent control environmental hazards; and,

WHEREAS, the Natural Resources and Environmental Protection Act requires counties to conduct solid waste planning processes and to adopt a county wide waste management plan, and,

WHEREAS, The Ingham County Board Of Commissioners has approved the solid waste management plan, and,

WHEREAS Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

Now, Therefore be it resolved, that the Onondaga Township Board approves the solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on May 18, 2000.

AYES 5

NAYS 0

ABSENT 0

I hereby certify that the foregoing Resolution was adopted at a special meeting of the Onondaga Township Board held on May 18, 2000, a quorum being present.

Diane Johnson
Signature

5-22-2000
Date

FILE COPY

STOCKBRIDGE TOWNSHIP

**RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the STOCKBRIDGE TOWNSHIP board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Allen, Curtis, Fay, M. Wilson + R. Wilson

NAYS: none

ABSENT: none

ABSTENTIONS: none

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of STOCKBRIDGE TOWNSHIP held on 6/19/00, a quorum being present.

Mary Wilson
Signature

Cherk
Date

JUN 23 2000

**TOWNSHIP OF VEVAY
INGHAM COUNTY, MICHIGAN**

RESOLUTION 00-03

**Resolution Approving
Ingham County Solid Waste Management Plan**

The following resolution was moved for adoption by Kosier, and supported by Fulton:

WHEREAS, Michigan Counties, under the "Public Health Code", have a responsibility to prevent and control environmental hazards, and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, THE Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE BE IT RESOLVED, that the Vevay Township Board of Trustees approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Fulton, Kosier, Oesterle, Diamond,
Ruttan

NAYS: None

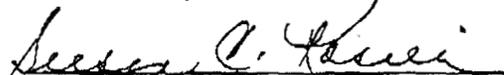
ABSENT: None

RESOLUTION DECLARED ADOPTED THE 6TH DAY OF JULY, 2000

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

I, Susan C. Kosier, the fully qualified Clerk for the Township of Vevay, Ingham County, Michigan, do hereby certify that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a regular meeting held on the 6th day of July, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of July, 2000.


Susan C. Kosier, Clerk

FILE COPY

WHITE OAK TOWNSHIP

**RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN**

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, THE Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the WHITE OAK TOWNSHIP board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES:	FIVE
NAYS:	NONE
ABSENT:	NONE
ABSTENTIONS:	NONE

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of WHITE OAK TOWNSHIP held on July 10, 2000, a quorum being present.

Carla Oesterle, Clerk
Signature

July 10, 2000
Date

WILLIAMSTOWN TOWNSHIP
RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan counties, under the "Public Health Code", have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a countywide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the "Natural Resources and Environmental Protection Act" requires 67 percent municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the WILLIAMSTOWN TOWNSHIP Board of Trustees approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Supervisor Norman Obst
 Treasurer Christine Nilsson
 Trustee Ronald Wiegandt
 Trustee Steven Zaban

NAYS: None

ABSENT: Clerk Shirley Graham

ABSTENTIONS: None

I hereby certify that the foregoing Resolution was adopted at a regular meeting of WILLIAMSTOWN TOWNSHIP Board of Trustees held on June 6, 2000, a quorum being present.

Florence I. DuBreuil, Deputy Clerk
Signature

June 14, 2000
Date

Florence I. DuBreuil, Deputy Clerk

JUN 15 2000

FILE COPY

CITY OF LESLIE

RESOLUTION NO. 2000-28

**Resolution of Approval
Ingham County Solid Waste Management Plan**

WHEREAS, Michigan Counties, under the "Public Health Code", have a responsibility to prevent and control environmental hazards; and

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality.

NOW, THEREFORE, BE IT RESOLVED, that the Leslie City council approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

AYES: Councilmembers Christ, Teague, Lantz, Mayor Gilman, Councilmembers Weishaupt, Schmit, Wardowski.

NOES: NONE.

ABSENT: NONE.

ABSTENTIONS: NONE.

RESOLUTION DECLARED ADOPTED.

The foregoing Resolution is hereby certified to be a true and complete copy of a Resolution duly adopted by the Leslie City Council at its regular meeting conducted Tuesday, June 20, 2000 at Leslie City Hall. I further certify that said regular Council meeting was posted in accordance with the Open Meetings Act.

6-26-2000
Date

Vyrna Dotte Weideman
Vyrna Dotte Weideman, Leslie City Clerk

Introduced: Howe
Supported: Birdsall

FILE COPY

**CITY OF MASON
CITY COUNCIL RESOLUTION NO. 2000-25**

July 3, 2000

WHEREAS, Michigan Counties, under the "Public Health Code", have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Mason approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

YES: (3) Howe, Preadmore, Whipple

NO: (2) Birdsall, Clark

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council at its regular meeting held Monday, July 3, 2000, the original of which is part of the Council's minutes.



Martin A. Colburn, Clerk
City of Mason
Ingham County, Michigan

JUL 07 2000

VILLAGE OF STOCKBRIDGE
RESOLUTION NO. 00-6-1

RESOLUTION APPROVING THE
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, The Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a solid Waste management Plan to obtain approval by the Michigan Department of Environmental Quality;

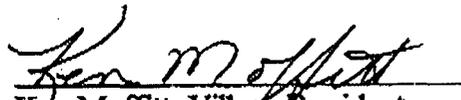
IT IS RESOLVED:

The Council of the Village of Stockbridge approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

YEAS BARRY CHAMBERS, DUNCAN, Krummrey, Merrell, Lippens
MoFFitt

NAYS None

ABSENT None


Ken Moffitt, Village President

I certify the above is a true and complete copy of Resolution No. _____
adopted by the Village Council at a meeting held on the 5th day of June, 2000


Linda Dancer, Village Clerk

Drafted by Stephen Penn, Village Manager

FILE COPY

VILLAGE OF WEBBERVILLE
115 SOUTH MAIN STREET

RESOLUTION 2000-14
(Enacted June 19, 2000)

RESOLUTION OF APPROVAL
INGHAM COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Michigan Counties, under the "Public Health Code," have a responsibility to prevent and control environmental hazards; and,

WHEREAS, the "Natural Resources and Environmental Protection Act" requires counties to conduct solid waste planning processes and to adopt a county wide solid waste management plan; and,

WHEREAS, the Ingham County Board of Commissioners has approved the Solid Waste Management Plan; and,

WHEREAS, Part 115 of the Natural Resources and Environmental Protection Act requires 67% municipal approval for a Solid Waste Management Plan to obtain approval by the Michigan Department of Environmental Quality;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Webberville board approves the Solid Waste Management Plan as adopted by the Ingham County Board of Commissioners on April 25, 2000.

YEAS: Hale, Carr, Schad, Juntunen, Brockmiller

NAYS: Kuch

ABSENT: -0-

I, hereby certify that the foregoing Resolution was adopted at a regular meeting of the Village of Webberville held on June 19, 2000, a quorum being present.

Rosa Lee Jones
Signature

June 21, 2000
Date

LISTED CAPACITY

Documentation from landfills that the County has access to their listed capacity.

Attached are letters of intent received from participating facilities, giving Ingham County access to their listed capacity and demonstrating greater than ten years capacity for the County.

COHL, STOKER & TOSKEY, P.C.

ATTORNEYS AND COUNSELORS

601 NORTH CAPITOL

LANSING, MICHIGAN 48933

PETER A. COHL
DAVID G. STOKER
ROBERT D. TOWNSEND
BONNIE G. TOSKEY
JOHN R. McGLINCHEY
RUTH E. MASON
RICHARD D. McNULTY
NAOMI A. GAYNOR
TIMOTHY M. PERRONE

(517) 372-9000
FAX (517) 372-1026

January 17, 2001

JAN 18 REC'D

Bruce B. Bragg, MPH
Director/Health Officer
Ingham County Health Department
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661

Attorney-Client Privilege

Re: Solid Waste Agreements

Dear Mr. Bragg:

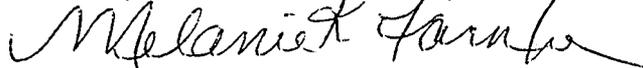
Enclosed please find three (3) copies each of the Solid Waste Disposal Agreement for Daggett Sand & Gravel and the Solid Waste Disposal Agreement Amendments for Adrian County Landfill, C & C Landfill, and Onyx Arbor Hill Landfill. Naomi has forwarded to you via e-mail cover letters for the Agreement and the Amendments to be placed on Health Department letterhead.

Naomi has approved the enclosed documents as to form. Please proceed to obtain signatures necessary. You will need to attach the Ingham County Health Department Quarterly Solid Waste Report to each copy of the Daggett Agreement.

If you have any questions, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Melanie K. Farnham
(Secretary to Naomi Gaynor)

mkf

Enclosures

pc: Gerald Ambrose, Ingham County Controller
F. Robert Godbold, Ingham County Environmental Health Director
John Neilsen, Ingham County Deputy Controller
Jim Wilson, Chief Special Programs

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2000, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and ONYX ARBOR HILLS LANDFILL, INC., on behalf of its facility ONYX ARBOR HILLS LANDFILL, INC., whose offices are located at 10690 W. Six Mile Rd., Northville, Michigan 48167 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County desires to dispose of Ingham County solid waste in accordance with the Ingham County Solid Waste Plan Update; and

WHEREAS, the Contractor is willing to abide by the requirements set forth in the Ingham County Solid Waste Plan Update.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Duties of Contractor. As set forth in the Ingham County Solid Waste Plan Update, in exchange for receiving solid waste generated in Ingham County, the Contractor shall provide on-site recycling at its facility; shall collect and provide data to the County regarding types and volumes of Ingham County solid waste disposed of at the facility; and shall participate in cost recovery efforts. The Ingham County Solid Waste Plan is attached and incorporated herein by reference.

A. On-Site Recycling. The Contractor shall provide a recycling/source separation process or program.

B. Data Collection. The Contractor shall collect data on all Type II and Type III solid waste generated within Ingham County and disposed of at its facility. The Contractor shall report the data by volume in cubic yards.

C. Cost Recovery. The Contractor shall reimburse the County \$.42 per cubic yard for Type II and Type III solid waste generated in Ingham County and disposed of at the Contractor's facility. Such funds shall be remitted in accordance with Section **FOURTH.**

SECOND: Licenses. The Contractor and its employees and agents shall meet all Federal, state and local licensing certifications and authorization requirements to perform all the work required under this Agreement.

THIRD: Agreement Period and Options to Renew. The Contractor shall commence performance of the services and obligations required of it on the 1st day of January, 2001 or on the third (3rd) business day after the Michigan Department of Environmental Quality (MDEQ) provides notice to Ingham County of the approval of the Ingham County Solid Waste Plan, whichever is later, and shall continue said services through the 31st day of December, 2003. If MDEQ has not approved the Ingham County Solid Waste Plan by January 1, 2001, the Contractor shall be notified by the Ingham County Health Department no later than the business day prior to the effective date of the Agreement.

It is expressly understood and agreed by the parties that the County shall have the option of extending the services to be provided by the Contractor under this Agreement for two (2) additional three (3) year periods. The County's option to renew Contractor's services may be exercised only by delivery to the Contractor of written notification of the exercise of the options and written acceptance by the Contractor of the same.

FOURTH: Compensation. It is expressly understood and agreed that the Contractor shall compensate the County ZERO AND 42/100 DOLLARS (\$0.42) per cubic yard for receiving solid waste generated within Ingham County. Such compensation shall be paid on a quarterly basis, within 10 business days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement. Checks shall be made payable to the Ingham County Health Department and submitted with the reports, as set forth in Section SEVENTH, to Director, Environmental Health Bureau, 5303 South Cedar Street, P.O. Box 30161, Lansing, MI 48909.

FIFTH: Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor relating to this Agreement shall be open to inspection during regular working hours by the County through the Ingham County Controller or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Ingham County Controller or his designee shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to this Agreement.

SIXTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SEVENTH: Quarterly and Evaluation Reports. The Contractor shall prepare and submit to the County the following reports:

- A. Quarterly reports as set forth in Subsection B. shall be submitted within 10 business days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement.

- B. The units of measurement for disposal shall be reported in cubic yards for all Type II and Type III Ingham County solid waste. The Contractor shall use the Ingham County Health Department Quarterly Solid Waste Report, incorporated herein and attached as Exhibit A.
- C. Further evaluation reports when and as requested by the County.

The County may require additional information to be contained in each of the aforementioned reports. If any report is not completed to the satisfaction of the County, the County shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than five (5) business days after its return by the County. The Contractor shall submit any other reports to the County when and as requested by the County, provided at least five (5) days' prior written notice is given to the Contractor.

EIGHTH: Maintenance of Records. The Contractor shall keep and maintain records relevant to this Agreement for a period of five (5) years after termination of this Agreement.

NINTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

TENTH: Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

ELEVENTH: Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' disability compensation coverage for its employees, as required by law and shall provide the County with proof of said coverage.

TWELFTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any activities of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

THIRTEENTH: Insurance. The County may require evidence of the following insurance coverages from the Contractor:

A. **Workers' Disability Compensation Insurance:** Workers' Disability Compensation Insurance, including employers liability in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance:** Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (1) Contractual Liability, (2) Products and Completed Operations Coverage, (3) Independent Contractors Coverage, (4) Broad Form General Liability Extensions or equivalent, and (5) Annual contract aggregate applicable to this Agreement.

C. **Motor Vehicle Liability:** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. The County, its elected and appointed officials, employees and agents shall be named as an Additional Insured on the insurance coverage required in Items B. and C. above. It is expressly understood and agreed that the Contractor's liability coverage required in Items B. and C. above shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

E. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County and who have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

The Contractor may be required to provide the County Controller with certificates of insurance showing the acquisition of the insurance coverages required by this section. If so, the certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County Controller. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates to the County Controller at least ten (10) days prior to the expiration date.

FOURTEENTH: Waivers. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

FIFTEENTH: Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

SIXTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

SEVENTEENTH: Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor at any time upon delivery of sixty (60) days prior written notice to the other party. In the event of termination, the County shall be compensated for Ingham County solid waste disposed of at the facility through the date of termination.

EIGHTEENTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

NINETEENTH: Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Contractor acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for

such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWENTIETH: Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FIRST: Invalid Provisions. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

TWENTY-SECOND: Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-THIRD: Certification of Authority to Sign Agreement. The persons signing on behalf of the Contractor certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Contractor and that this Agreement has been authorized by the Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF INGHAM

Peter Beatty 12-29-00
Date

By: *Mary Stid*
Mary Stid, Chairperson
County Board of Commissioners

ONYX ARBOR HILLS LANDFILL, INC.

Kimberly A. Underwood 12/22/00
Date

By: *Teri A.H. Webster*
Its: *General Manager*

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

BY: *Naomi Gaynor*
Naomi Gaynor

EXHIBIT A

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of Dec, 2000, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and GREAT LAKES WASTE SERVICES, on behalf of its ADRIAN COUNTY LANDFILL, whose offices are located at 1983 Ogden Hwy., Adrian, Michigan 49221 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County desires to dispose of Ingham County solid waste in accordance with the Ingham County Solid Waste Plan Update; and

WHEREAS, the Contractor is willing to abide by the requirements set forth in the Ingham County Solid Waste Plan Update.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

FIRST: Duties of Contractor. As set forth in the Ingham County Solid Waste Plan Update, in exchange for receiving solid waste generated in Ingham County, the Contractor shall provide on-site recycling at its facility; shall collect and provide data to the County regarding types and volumes of Ingham County solid waste disposed of at the facility; and shall participate in cost recovery efforts. The Ingham County Solid Waste Plan is attached and incorporated herein by reference.

A. On-Site Recycling. The Contractor shall provide a recycling/source separation process or program.

B. Data Collection. The Contractor shall collect data on all Type II and Type III solid waste generated within Ingham County and disposed of at its facility. The Contractor shall report the data by volume in cubic yards.

C. Cost Recovery. The Contractor shall reimburse the County \$.42 per cubic yard for Type II and Type III solid waste generated in Ingham County and disposed of at the Contractor's facility. Such funds shall be remitted in accordance with Section FOURTH.

SECOND: Licenses. The Contractor and its employees and agents shall meet all Federal, state and local licensing certifications and authorization requirements to perform all the work required under this Agreement.

THIRD: Agreement Period and Options to Renew. The Contractor shall commence performance of the services and obligations required of it on the 1st day of January, 2001 or on the third (3rd) business day after the Michigan Department of Environmental Quality (MDEQ) provides notice to Ingham County of the approval of the Ingham County Solid Waste Plan, whichever is later, and shall continue said services through the 31st day of December, 2003. If MDEQ has not approved the Ingham County Solid Waste Plan by January 1, 2001, the Contractor shall be notified by the Ingham County Health Department no later than the business day prior to the effective date of the Agreement.

It is expressly understood and agreed by the parties that the County shall have the option of extending the services to be provided by the Contractor under this Agreement for two (2) additional three (3) year periods. The County's option to renew Contractor's services may be exercised only by delivery to the Contractor of written notification of the exercise of the options and written acceptance by the Contractor of the same.

FOURTH: Compensation. It is expressly understood and agreed that the Contractor shall compensate the County ZERO AND 42/100 DOLLARS (\$0.42) per cubic yard for receiving solid waste generated within Ingham County. Such compensation shall be paid on a quarterly basis, within 10 business days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement. Checks shall be made payable to the Ingham County Health Department and submitted with the reports, as set forth in Section SEVENTH, to Director, Environmental Health Bureau, 5303 South Cedar Street, P.O. Box 30161, Lansing, MI 48909.

FIFTH: Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor relating to this Agreement shall be open to inspection during regular working hours by the County through the Ingham County Controller or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Ingham County Controller or his designee shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to this Agreement.

SIXTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SEVENTH: Quarterly and Evaluation Reports. The Contractor shall prepare and submit to the County the following reports:

- A. Quarterly reports as set forth in Subsection B. shall be submitted within 10 business days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement.

- B. The units of measurement for disposal shall be reported in cubic yards for all Type II and Type III Ingham County solid waste. The Contractor shall use the Ingham County Health Department Quarterly Solid Waste Report, incorporated herein and attached as Exhibit A.
- C. Further evaluation reports when and as requested by the County.

The County may require additional information to be contained in each of the aforementioned reports. If any report is not completed to the satisfaction of the County, the County shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than five (5) business days after its return by the County. The Contractor shall submit any other reports to the County when and as requested by the County, provided at least five (5) days' prior written notice is given to the Contractor.

EIGHTH: Maintenance of Records. The Contractor shall keep and maintain records relevant to this Agreement for a period of five (5) years after termination of this Agreement.

NINTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

TENTH: Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

ELEVENTH: Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' disability compensation coverage for its employees, as required by law and shall provide the County with proof of said coverage.

TWELFTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any activities of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

THIRTEENTH: Insurance. The County may require evidence of the following insurance coverages from the Contractor:

A. **Workers' Disability Compensation Insurance:** Workers' Disability Compensation Insurance, including employers liability in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance:** Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (1) Contractual Liability, (2) Products and Completed Operations Coverage, (3) Independent Contractors Coverage, (4) Broad Form General Liability Extensions or equivalent, and (5) Annual contract aggregate applicable to this Agreement.

C. **Motor Vehicle Liability:** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. The County, its elected and appointed officials, employees and agents shall be named as an Additional Insured on the insurance coverage required in Items B. and C. above. It is expressly understood and agreed that the Contractor's liability coverage required in Items B. and C. above shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

E. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County and who have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

The Contractor may be required to provide the County Controller with certificates of insurance showing the acquisition of the insurance coverages required by this section. If so, the certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County Controller. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates to the County Controller at least ten (10) days prior to the expiration date.

FOURTEENTH: Waivers. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

FIFTEENTH: Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

SIXTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

SEVENTEENTH: Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor at any time upon delivery of sixty (60) days prior written notice to the other party. In the event of termination, the County shall be compensated for Ingham County solid waste disposed of at the facility through the date of termination.

EIGHTEENTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

NINETEENTH: Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Contractor acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for

such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWENTIETH: Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FIRST: Invalid Provisions. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

TWENTY-SECOND: Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-THIRD: Certification of Authority to Sign Agreement. The persons signing on behalf of the Contractor certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Contractor and that this Agreement has been authorized by the Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

Ruben Beaud 12-29-00
Date

COUNTY OF INGHAM

By: *Mary Stid*
Mary Stid, Chairperson
County Board of Commissioners

12-28-00
Date

GREAT LAKES WASTE SERVICES

By: *[Signature]*

Its: GENERAL MANAGER

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

BY: *Naomi Gaynor*
Naomi Gaynor

EXHIBIT A

INGHAM COUNTY HEALTH DEPARTMENT

Quarterly Solid Waste Report

Date		Reporting Period	
Company			
Address			
Contact			
Phone		Fax	E-mail address
Landfill Used for Disposal			
Address			
Phone			

Waste type	Volume, cu.yd.	X	Fee		Total Amount \$
Type II		X	\$.42		
Type III		X	\$.42		
Total					

RECYCLING INFORMATION (Voluntary)

Material	Weight (tons)
Paper	
OCC	
Metals	
Glass	
Plastics	
Total	

I, the undersigned, certify that the information in this report is accurate and complete.

Send form and remit payment to:

Ingham County Health Department
P.O. Box 30101, 5303 S. Cedar St.
Lansing, MI 48909
(517) 887-4312

Signature

Date

(11/2000)

Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661
FAX (517) 887-4310

Administration
(517) 887-4311

Memorandum

TO: Robert Townsend
Jack Restuccia
Mike Bryanton

FROM: Bruce Bragg *B Bragg/cta*

DATE: January 30, 2001

SUBJECT: Executed Copy of the Solid Waste Disposal Agreement

Enclosed is your copy of the fully executed Agreement between Ingham County and Waste Management of Michigan, Inc.

BBB/car

Enclosures

cc: John Jacobs w/enclosure
Jim Wilson w/enclosure

RECEIVED
JAN 30 2001

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this 8 day of January, 2001 by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the ACounty@), and WASTE MANAGEMENT OF MICHIGAN INC., on behalf of its facilities called VENICE PARK RECYCLING AND DISPOSAL FACILITY, INGHAM COUNTY TRANSFER, CITY ENVIRONMENTAL SERVICES - HASTINGS LANDFILL, WESTSIDE RECYCLING AND DISPOSAL FACILITY, AND EAGLE VALLEY RECYCLING AND DISPOSAL FACILITY, whose office is located at 9536 E. Lennon Rd., Lennon, Michigan 48449 (hereinafter referred to as the AContractor@).

WITNESSETH:

WHEREAS, the County desires to dispose of Ingham County solid waste in accordance with the Ingham County Solid Waste Plan Update; and

WHEREAS, the Contractor is willing to abide by the requirements set forth in the Ingham County Solid Waste Plan Update.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Duties of Contractor. As set forth in the Ingham County Solid Waste Plan Update, in exchange for receiving solid waste generated in Ingham County, the Contractor shall provide on-site recycling at the below referenced facilities; shall collect and provide data to the County regarding types and volumes of Ingham County solid waste disposed of at the below referenced facilities; and shall participate in cost recovery efforts. The Ingham County Solid Waste Plan is attached and incorporated herein by reference as Exhibit A. The Contractor=s facilities authorized in the Ingham County Solid Waste Plan to accept Ingham County solid waste are as follows:

- § Venice Park Recycling and Disposal Facility, located at 9536 E. Lennon Rd., Lennon, MI 48449
- § Ingham County Transfer Station, located at 16320 Grove Rd., Lansing, MI 48906
- § City Environmental Services - Hastings Landfill, located at 1899 M-43 Highway, P.O. Box 336, Hastings, MI 49058
- § Westside Recycling and Disposal Facility, located at 14094 M-60 West, P.O. Box

392, Three Rivers, MI 49093

§ Eagle Valley Recycling and Disposal Facility, located at 600 W. Silver Bell Rd., Orion, MI 48359

A. **On-Site Recycling.** The Contractor shall provide a recycling/source separation process or program at the above referenced facilities. The provision of unmanned rolloff boxes for the deposit of recyclables shall be deemed an acceptable program.

B. **Data Collection.** The Contractor shall collect data on all Type II and Type III solid waste generated within Ingham County and disposed of at the above referenced facilities. The Contractor shall report the data by volume in cubic yards based upon the rated capacity of incoming vehicles at the above referenced facilities.

C. **Cost Recovery.** The Contractor shall reimburse the County \$.42 per cubic yard for Type II and Type III solid waste generated in Ingham County and disposed of at the above referenced facilities. Such funds shall be remitted in accordance with Section **FOURTH** and shall be based upon the rated capacity of incoming vehicles at the above referenced facilities.

In the event the Contractor processes solid waste at the Ingham County Transfer Station and delivers such waste to one of the other above referenced facilities, the cost recovery shall be assessed solely on the rated capacity of the transfer vehicle and not upon the rated capacity of the incoming vehicle to the Ingham County Transfer station.

SECOND: Licenses. The Contractor and its employees and agents shall meet all applicable Federal, state and local licensing certifications and authorization requirements to perform all the work required under this Agreement.

THIRD: Agreement Period and Options to Renew. The Contractor shall commence performance of the services and obligations required of it on the third (3rd) business day after the Michigan Department of Environmental Quality (MDEQ) provides notice to Ingham County of the approval of the Ingham County Solid Waste Plan and shall continue said services through the 31st day of December, 2005. The Contractor shall be notified by the Ingham County Health Department no later than the business day prior to the effective date of the Agreement.

It is expressly understood and agreed by the parties that the County shall have the option of extending the services to be provided by the Contractor under this Agreement for two (2) additional three (3) year periods. The County's option to renew Contractor's services may be exercised only by delivery to the Contractor of written notification of the exercise of the options and written acceptance by the Contractor of the same.

FOURTH: Compensation. It is expressly understood and agreed that the

Contractor shall compensate the County ZERO AND 42/100 DOLLARS (\$0.42) per cubic yard for receiving solid waste generated within Ingham County. Such compensation shall be paid on a quarterly basis, within 30 calendar days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement. Checks shall be made payable to the Ingham County Health Department and submitted with the reports, as set forth in Section SEVENTH, to Director, Environmental Health Bureau, 5303 South Cedar Street, P.O. Box 30161, Lansing, MI 48909. The compensation set forth above, as well as, future compensation under this Agreement, will be determined by Ingham County Board of Commissioner resolution and shall be applied uniformly to all solid waste disposal contractors, with regard to the disposal of Ingham County solid waste.

FIFTH: Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor relating to this Agreement shall be open to inspection during regular working hours by the County through the Ingham County Controller or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Ingham County Controller, through the use of the services of a third party auditor, shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to this Agreement.

SIXTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SEVENTH: Quarterly and Evaluation Reports. The Contractor shall prepare and submit to the County the following reports:

- A. Quarterly reports as set forth in Subsection B. shall be submitted within 30 calendar days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement.
- B. The units of measurement for disposal shall be reported in cubic yards for all Type II and Type III Ingham County solid waste, based upon the rated capacity of incoming vehicles. The Contractor shall use the Ingham County Health Department Quarterly Solid Waste Report, incorporated herein and attached as Exhibit B.
- C. Further evaluation reports when and as requested by the County.

The County may require additional information to be contained in each of the aforementioned reports. If any report is not completed to the satisfaction of the County, the County shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than five (5) business days after its return by the County. The

Contractor shall submit any other reports to the County when and as requested by the County, provided at least five (5) days= prior written notice is given to the Contractor.

EIGHTH: Maintenance of Records. The Contractor shall keep and maintain records relevant to this Agreement for a period of five (5) years after termination of this Agreement.

NINTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability that is unrelated to the individual=s ability to perform the duties of a particular job or position, height, weight, or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA '12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

TENTH: Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

ELEVENTH: Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor=s employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed

pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers= disability compensation coverage for its employees, as required by law and shall provide the County with proof of said coverage.

TWELFTH: Indemnification and Hold Harmless.

A. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Contractor under this Agreement shall be the responsibility of the Contractor and not the responsibility of the County, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the Contractor by statute or modified by court decisions.

B. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement shall be the responsibility of the County and not the responsibility of the Contractor, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the County, anyone directly or indirectly employed by the County provided that nothing herein shall be construed as a waiver of any governmental immunity the County has as provided by statute or modified by court decisions.

C. In the event of liability to third parties, loss or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by each party in relation to each party=s responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any immunity by any of the parties, or their officers, employees or agents, respectively, as provided by statute or court decisions.

THIRTEENTH: Insurance. The County may require evidence of the following insurance coverages from the Contractor:

A. Workers= Disability Compensation Insurance: Workers= Disability Compensation Insurance, including employers liability in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Commercial General Liability Insurance on an Accurrence basis with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (1) Contractual Liability, (2) Products and Completed Operations Coverage, (3) Independent Contractors Coverage, (4) Broad Form General Liability Extensions or equivalent, and (5) Annual contract aggregate applicable to this Agreement.

C. Motor Vehicle Liability: Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per

occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. The County, its elected and appointed officials, employees and agents shall be named as an Additional Insured on the insurance coverage required in Items B. and C. above. It is expressly understood and agreed that the Contractor=s liability coverage required in Items B. and C. above shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

E. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County and who have an A.M. Best Company=s Insurance Reports rating of A or A- (Excellent).

The Contractor may be required to provide the County Controller with certificates of insurance showing the acquisition of the insurance coverages required by this section. If so, the certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County Controller. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates to the County Controller at least ten (10) days prior to the expiration date.

FOURTEENTH: Waivers. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

FIFTEENTH: Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

SIXTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement. Provided, however, nothing shall preclude the Contractor=s sale or transfer of any of the above referenced facilities to any third party, of which such sale or transfer may include the assignment of this Agreement to the third party. In such event of assignment due to sale or transfer, the terms of this Agreement shall be fully binding upon such parties.

SEVENTEENTH: Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor at any time upon delivery of one hundred eighty (180) days prior written notice to the other party. In the event of termination, the County shall be compensated for Ingham County solid waste disposed of at the facilities through the date of termination.

Upon expiration or termination of this Agreement, the Contractor reserves any and all

rights it may possess to claim the ability to utilize the solid waste disposal facilities listed above for the disposal of Ingham County solid waste. Upon expiration or termination of this Agreement, the County reserves any and all rights it may possess in accordance with the Ingham County Solid Waste Plan Update or successor plans/updates.

EIGHTEENTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

NINETEENTH: Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Contractor acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWENTIETH: Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. Provided however nothing herein shall affect the validity of the January 31, 1994 Agreement between the parties, which 1994 Agreement shall remain in effect. The compensation set forth in this Agreement shall be in lieu of, and not in addition to, the surcharge set forth in the 1994 Agreement. During the period of time this Agreement is in effect, the Contractor shall not be obligated to provide those services specified in Sections 4.2 and 4.4 of the 1994 Agreement.

TWENTY-FIRST: Invalid Provisions. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

TWENTY-SECOND: Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-THIRD: Dismissal of Appeal. Upon the effective date of this Agreement, the Contractor agrees to voluntarily dismiss its appeal in the case captioned Waste Management of Michigan, Inc. v Ingham County, Case No. 97-1382@.

TWENTY-FOURTH: Certification of Authority to Sign Agreement. The

persons signing on behalf of the Contractor certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Contractor and that this Agreement has been authorized by the Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

Rebecca Smith 1-24-01
Date

COUNTY OF INGHAM

By: Mark Grebner
Mark Grebner, Chairperson
County Board of Commissioners

**WASTE MANAGEMENT OF
MICHIGAN, INC.**

Yvonne M. Tanner 01-08-01
Date

By: Terrence J. Cooney
Its: DISTRICT MANAGER

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

BY: Naomi Gaynor
Naomi Gaynor

Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661
FAX (517) 887-4310

Administration
(517) 887-4311

Memorandum

TO: Naomi Gaynor
Jack Restuccia
Mike Bryanton

FROM: Bruce Bragg *Bruce Bragg*

DATE: December 28, 2000

SUBJECT: Executed Copy of the Solid Waste Disposal Agreement

Enclosed is your copy of the fully executed Agreement between Ingham County and Allied Waste Industries, Inc., on behalf of C & C Landfill.

BBB/jcn

Enclosures

cc: John Jacobs w/enclosure
Bob Godbold w/enclosure
Jim Wilson w/enclosure ✓

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December 2000, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and ALLIED WASTE INDUSTRIES, INC., on behalf of its C & C LANDFILL, whose offices are located at 14800 P Drive, Marshall, Michigan 49068 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County desires to dispose of Ingham County solid waste in accordance with the Ingham County Solid Waste Plan Update; and

WHEREAS, the Contractor is willing to abide by the requirements set forth in the Ingham County Solid Waste Plan Update.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Duties of Contractor. As set forth in the Ingham County Solid Waste Plan Update, in exchange for receiving solid waste generated in Ingham County, the Contractor shall provide on-site recycling at its facility; shall collect and provide data to the County regarding types and volumes of Ingham County solid waste disposed of at the facility; and shall participate in cost recovery efforts. The Ingham County Solid Waste Plan is attached and incorporated herein by reference.

A. On-Site Recycling. The Contractor shall provide a recycling/source separation process or program.

B. Data Collection. The Contractor shall collect data on all Type II and Type III solid waste generated within Ingham County and disposed of at its facility. The Contractor shall report the data by volume in cubic yards.

C. Cost Recovery. The Contractor shall reimburse the County \$.42 per cubic yard for Type II and Type III solid waste generated in Ingham County and disposed of at the Contractor's facility. Such funds shall be remitted in accordance with Section **FOURTH.**

SECOND: Licenses. The Contractor and its employees and agents shall meet all Federal, state and local licensing certifications and authorization requirements to perform all the work required under this Agreement.

THIRD: Agreement Period and Options to Renew. The Contractor shall commence performance of the services and obligations required of it on the 1st day of January, 2001 or on the third (3rd) business day after the Michigan Department of Environmental Quality (MDEQ) provides notice to Ingham County of the approval of the Ingham County Solid Waste Plan, whichever is later, and shall continue said services through the 31st day of December, 2003. If MDEQ has not approved the Ingham County Solid Waste Plan by January 1, 2001, the Contractor shall be notified by the Ingham County Health Department no later than the business day prior to the effective date of the Agreement.

It is expressly understood and agreed by the parties that the County shall have the option of extending the services to be provided by the Contractor under this Agreement for two (2) additional three (3) year periods. The County's option to renew Contractor's services may be exercised only by delivery to the Contractor of written notification of the exercise of the options and written acceptance by the Contractor of the same.

FOURTH: Compensation. It is expressly understood and agreed that the Contractor shall compensate the County ZERO AND 42/100 DOLLARS (\$0.42) per cubic yard for receiving solid waste generated within Ingham County. Such compensation shall be paid on a quarterly basis, within 10 business days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement. Checks shall be made payable to the Ingham County Health Department and submitted with the reports, as set forth in Section SEVENTH, to Director, Environmental Health Bureau, 5303 South Cedar Street, P.O. Box 30161, Lansing, MI 48909.

FIFTH: Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor relating to this Agreement shall be open to inspection during regular working hours by the County through the Ingham County Controller or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Ingham County Controller or his designee shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to this Agreement.

SIXTH: Accounting Procedures. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

SEVENTH: Quarterly and Evaluation Reports. The Contractor shall prepare and submit to the County the following reports:

- A. Quarterly reports as set forth in Subsection B. shall be submitted within 10 business days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement.

- B. The units of measurement for disposal shall be reported in cubic yards for all Type II and Type III Ingham County solid waste. The Contractor shall use the Ingham County Health Department Quarterly Solid Waste Report, incorporated herein and attached as Exhibit A.
- C. Further evaluation reports when and as requested by the County.

The County may require additional information to be contained in each of the aforementioned reports. If any report is not completed to the satisfaction of the County, the County shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than five (5) business days after its return by the County. The Contractor shall submit any other reports to the County when and as requested by the County, provided at least five (5) days' prior written notice is given to the Contractor.

EIGHTH: Maintenance of Records. The Contractor shall keep and maintain records relevant to this Agreement for a period of five (5) years after termination of this Agreement.

NINTH: Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

TENTH: Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

ELEVENTH: Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' disability compensation coverage for its employees, as required by law and shall provide the County with proof of said coverage.

TWELFTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any activities of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

THIRTEENTH: Insurance. The County may require evidence of the following insurance coverages from the Contractor:

A. Workers' Disability Compensation Insurance: Workers' Disability Compensation Insurance, including employers liability in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (1) Contractual Liability, (2) Products and Completed Operations Coverage, (3) Independent Contractors Coverage, (4) Broad Form General Liability Extensions or equivalent, and (5) Annual contract aggregate applicable to this Agreement.

C. Motor Vehicle Liability: Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. The County, its elected and appointed officials, employees and agents shall be named as an Additional Insured on the insurance coverage required in Items B. and C. above. It is expressly understood and agreed that the Contractor's liability coverage required in Items B. and C. above shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

E. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County and who have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

The Contractor may be required to provide the County Controller with certificates of insurance showing the acquisition of the insurance coverages required by this section. If so, the certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County Controller. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates to the County Controller at least ten (10) days prior to the expiration date.

FOURTEENTH: Waivers. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

FIFTEENTH: Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

SIXTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

SEVENTEENTH: Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor at any time upon delivery of sixty (60) days prior written notice to the other party. In the event of termination, the County shall be compensated for Ingham County solid waste disposed of at the facility through the date of termination.

EIGHTEENTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

NINETEENTH: Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Contractor acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for

such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

TWENTIETH: Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-FIRST: Invalid Provisions. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

TWENTY-SECOND: Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-THIRD: Certification of Authority to Sign Agreement. The persons signing on behalf of the Contractor certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Contractor and that this Agreement has been authorized by the Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

Rebecca Bennett 12/19/00
Date

COUNTY OF INGHAM

By: Mary Stid
Mary Stid, Chairperson
County Board of Commissioners

Christine W. Kunkel 11/29/00
Date

ALLIED WASTE INDUSTRIES, INC.

By: Gregory K. Kunkel
Its: General Manager

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

BY: Naomi Gaynor
Naomi Gaynor

EXHIBIT A

INGHAM COUNTY HEALTH DEPARTMENT

Quarterly Solid Waste Report

Date		Reporting Period	
Company			
Address			
Contact			
Phone		Fax	E-mail address
Landfill Used for Disposal			
Address			
Phone			

Waste type	Volume, cu.yd.	X	Fee		Total Amount \$
Type II		X	\$.42		
Type III		X	\$.42		
Total					

RECYCLING INFORMATION (Voluntary)

Material	Weight (tons)
Paper	
OCC	
Metals	
Glass	
Plastics	
Total	

I, the undersigned, certify that the information in this report is accurate and complete.

Send form and remit payment to:

Ingham County Health Department
P.O. Box 30101, 5303 S. Cedar St.
Lansing, MI 48909
(517) 887-4312

Signature

Date

(11/2000)

Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661
FAX (517) 887-4310

Administration
(517) 887-4311

January 18, 2001

Ms. Lori Winters
Onyx Arbor Hills Landfill, Inc.
10690 W. Six Mile Road
Northville, MI 48162

Re: Solid Waste Disposal Agreements

Dear Ms. Winters:

When the Ingham County Board of Commissioners passed Resolution No. 00-144, it intended to implement the Ingham County Solid Waste Plan Update consistently among the solid waste disposal facilities. A number of solid waste facilities signed the Solid Waste Disposal Agreement authorized under the Plan Update and Resolution. On January 3, 2001, Ingham County representatives met with representatives from Waste Management of Michigan to discuss questions they had with the Agreement. As a result of that meeting, we negotiated some changes to the Agreement that we would like to offer to you as well. Those provisions are as follows:

1. FIRST: A. On-Site Recycling. The County acknowledges in the Agreement that unmanned rolloff boxes for the deposit of recyclables is an acceptable program. If you would like your specific type of recycling program stated in the Agreement, please contact Jim Wilson, Ingham County Environmental Health.
2. FIRST: B. Data Collection. This section has been rewritten to clarify that the contractor should report the data collection based upon the rated capacity of incoming vehicles.

The Contractor shall collect data on all Type II and Type III solid waste generated within Ingham County and disposed of at the above referenced facilities. The Contractor shall report the data by volume in cubic yards based upon the rated capacity of incoming vehicles at the above referenced facility(s).

3. FIRST: C. Cost Recovery. As above, this section has been clarified to reflect that cost recovery is based upon the rated capacity of incoming vehicles.

The Contractor shall reimburse the County \$.42 per cubic yard for Type II and Type III solid waste generated in Ingham County and disposed of at the above referenced facility(s). Such funds shall be remitted in accordance with Section

FOURTH and shall be based upon the rated capacity of incoming vehicles at the above referenced facility(s).

4. **SECOND: Licenses.** This section has been rewritten as follows:

The Contractor and its employees and agents shall meet all applicable Federal, state and local licensing certifications and authorization requirements to perform all the work required under this Agreement.

5. **THIRD: Agreement Period and Options to Renew.** The Agreement period has been extended to 2005. Therefore, the first paragraph of this section has been rewritten as follows:

The Contractor shall commence performance of the services and obligations required of it on the third (3rd) business day after the Michigan Department of Environmental Quality (MDEQ) provides notice to Ingham County of the approval of the Ingham County Solid Waste Plan and shall continue said services through the 31st day of December, 2005. The Contractor shall be notified by the Ingham County Health Department no later than the business day prior to the effective date of the Agreement.

6. **FOURTH: Compensation.** This section has been rewritten to extend the time frame in which the compensation will be paid. As well, this section has been rewritten to reflect that the compensation term will be applied uniformly to all contractors. Therefore, if the cost recovery portion is negotiated to be \$.10/per cubic yard or is deleted for one contractor, then that will apply to all contractors.

It is expressly understood and agreed that the Contractor shall compensate the County ZERO AND 42/100 DOLLARS (\$0.42) per cubic yard for receiving solid waste generated within Ingham County. Such compensation shall be paid on a quarterly basis, within 30 calendar days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement. Checks shall be made payable to the Ingham County Health Department and submitted with the reports, as set forth in Section SEVENTH, to Director, Environmental Health Bureau, 5303 South Cedar Street, P.O. Box 30161, Lansing, MI 48909. The compensation set forth above, as well as, future compensation under this Agreement, will be determined by Ingham County Board of Commissioner resolution and shall be applied uniformly to all solid waste disposal contractors, with regard to the disposal of Ingham County solid waste.

7. **FIFTH: Access to Books, Documents, Papers and Records.** This section has been rewritten to reflect that a third party auditor would perform any audits rather than the County Controller.

All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor relating to this Agreement shall be open to inspection during regular working hours by the County through the Ingham County Controller or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Ingham County Controller, through the use of the services of a third party auditor, shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to this Agreement.

8. SEVENTH: Quarterly and Evaluation Reports. Subsection B has been rewritten to clarify that the information collected is based upon the rated capacity of incoming vehicles.

B. The units of measurement for disposal shall be reported in cubic yards for all Type II and Type III Ingham County solid waste, based upon the rated capacity of incoming vehicles. The Contractor shall use the Ingham County Health Department Quarterly Solid Waste Report, incorporated herein and attached as Exhibit B.

9. TWELFTH. Indemnification and Hold Harmless. This section has been rewritten as follows:

A. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Contractor under this Agreement shall be the responsibility of the Contractor and not the responsibility of the County, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the Contractor by statute or modified by court decisions.

B. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement shall be the responsibility of the County and not the responsibility of the Contractor, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the County, anyone directly or indirectly employed by the County provided that nothing herein shall be construed as a waiver of any governmental immunity the County has as provided by statute or modified by court decisions.

Ms. Lori Winters
January 18, 2001
Page Four

- C. In the event of liability to third parties, loss or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by each party in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any immunity by any of the parties, or their officers, employees or agents, respectively, as provided by statute or court decisions.

10. SEVENTEENTH: Termination. The termination period has been extended to one hundred eighty (180) days.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor at any time upon delivery of one hundred eighty (180) days prior written notice to the other party. In the event of termination, the County shall be compensated for Ingham County solid waste disposed of at the facilities through the date of termination.

The above reflect the changes made to the Agreement. The County would like to amend your Agreement to reflect these changes. Therefore, an Amendment and two copies have been enclosed for your convenience. If you would like to perform under the revised terms, please sign all Amendment copies and return them to my office. A fully executed Amendment will be returned to you once all signatures have been obtained. If you would like the Amendment to specifically reflect the type of recycling program you offer, please let Jim Wilson know.

If you have any questions regarding the Amendment, please do not hesitate to contact me.

Sincerely,



Bruce Bragg, M.P.H
Director

BBB:jcn

Attachment

**AMENDMENT
TO
SOLID WASTE DISPOSAL AGREEMENT**

THIS AMENDMENT, made and entered into this _____ day of _____, 2001, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and ONYX ARBOR HILLS LANDFILL, INC., on behalf of its facility ONYX ARBOR HILLS LANDFILL, INC., whose offices are located at 10690 W. Six Mile Rd., Northville, Michigan 48167 (hereinafter referred to as the "Contractor"), amends the Solid Waste Disposal Agreement made and entered into between said parties on the _____ day of _____, _____.

WITNESSETH:

1. Section FIRST: Duties of Contractor, section B, Data Collection, page 1, of the above-stated Agreement shall be amended to read as follows:

B. Data Collection. The Contractor shall collect data on all Type II and Type III solid waste generated within Ingham County and disposed of at the above referenced facility(s). The Contractor shall report the data by volume in cubic yards based upon the rated capacity of incoming vehicles at the above referenced facility(s).

2. Section FIRST: Duties of Contractor, section C, Cost Recovery, page 1, of the above-stated Agreement shall be amended to read as follows:

C. Cost Recovery. The Contractor shall reimburse the County \$.42 per cubic yard for Type II and Type III solid waste generated in Ingham County and disposed of at the above referenced facility(s). Such funds shall be remitted in accordance with Section FOURTH and shall be based upon the rated capacity of incoming vehicles at the above referenced facility(s).

3. Section SECOND: Licenses, page 1, of the above-stated Agreement shall be amended to read as follows:

SECOND: Licenses. The Contractor and its employees and agents shall meet all applicable Federal, state and local licensing certifications and authorization requirements to perform all the work required under this Agreement.

4. Section THIRD: Agreement Period and Options to Renew, page 2, of the above-stated Agreement shall be amended to read as follows:

THIRD: Agreement Period and Options to Renew. The Contractor shall commence performance of the services and obligations required of it on the third (3rd) business day after the Michigan Department of Environmental Quality (MDEQ) provides notice to Ingham County of the approval of the Ingham County Solid Waste Plan and shall continue said services through the 31st day of December, 2005. The Contractor shall be notified by the Ingham County Health Department no later than the business day prior to the effective date of the Agreement.

5. Section FOURTH: Compensation, page 2, of the above-stated Agreement shall be amended to read as follows:

FOURTH: Compensation. It is expressly understood and agreed that the Contractor shall compensate the County ZERO AND 42/100 DOLLARS (\$0.42) per cubic yard for receiving solid waste generated within Ingham County. Such compensation shall be paid on a quarterly basis, within 30 calendar days following March 31, June 30, September 30, and December 31 of each calendar year of the Agreement. Checks shall be made payable to the Ingham County Health Department and submitted with the reports, as set forth in Section SEVENTH, to Director, Environmental Health Bureau, 5303 South Cedar Street, P.O. Box 30161, Lansing, MI 48909. The compensation set forth above, as well as, future compensation under this Agreement, will be determined by Ingham County Board of Commissioner resolution and shall be applied uniformly to all solid waste disposal contractors, with regard to the disposal of Ingham County solid waste.

6. Section FIFTH: Access to Books, Documents, Papers and Records, page 2, of the above-stated Agreement shall be amended to read as follows:

FIFTH: Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of the Contractor relating to this Agreement shall be open to inspection during regular working hours by the County through the Ingham County Controller or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Ingham County Controller, through the use of the services of a third party auditor, shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to this Agreement.

7. Section SEVENTH: Quarterly and Evaluation Reports, subsection B, page 3, of the above-stated Agreement shall be amended to read as follows:

B. The units of measurement for disposal shall be reported in cubic yards for all Type II and Type III Ingham County solid waste, based upon the rated capacity of incoming vehicles. The Contractor shall use the Ingham County Health Department Quarterly Solid Waste Report, incorporated herein and attached as Exhibit B.

8. SECTION TWELFTH: Indemnification and Hold Harmless, page 4, of the above-stated Agreement shall be amended to read as follows:

TWELFTH: Indemnification and Hold Harmless.

A. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Contractor under this Agreement shall be the responsibility of the Contractor and not the responsibility of the County, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the Contractor by statute or modified by court decisions.

- B. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement shall be the responsibility of the County and not the responsibility of the Contractor, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the County, anyone directly or indirectly employed by the County provided that nothing herein shall be construed as a waiver of any governmental immunity the County has as provided by statute or modified by court decisions.

- C. In the event of liability to third parties, loss or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by each party in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any immunity by any of the parties, or their officers, employees or agents, respectively, as provided by statute or court decisions.

9. Section SEVENTEENTH: Termination, page 5, of the above-stated Agreement shall be amended to read as follows:

SEVENTEENTH: Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor at any time upon delivery of one hundred eighty (180) days prior written notice to the other party. In the event of termination, the County shall be compensated for Ingham County solid waste disposed of at the facility(s) through the date of termination.

Upon expiration or termination of this Agreement, the Contractor reserves any and all rights it may possess to claim the ability to utilize the solid waste disposal facility(s) listed above for the disposal of Ingham County solid waste. Upon expiration or termination of this Agreement, the County reserves any and all rights it may possess in accordance with the Ingham County Solid Waste Plan Update or successor plans/updates.

10. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the effective date as set forth in this Amendment.

11. The persons signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF INGHAM

Date

By: _____

Mark Grebner, Chairperson
County Board of Commissioners

ONYX ARBOR HILLS LANDFILL, INC.

Date

By: _____

Its: _____

APPROVED AS TO FORM:
COHL, STOKER & TOSKEY, P.C.

BY: Naomi Gaynor
Naomi Gaynor



January 18, 1999

Ms. Martha Knorek, R.S.
Bureau of Environmental Health
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661

Facsimile: 517-887-4510

Dear Ms. Knorek,

BFI Waste Systems of North America, Inc (BFI) request the inclusion of both the C&C Landfill (Calhoun County) and the Arbor Hills Landfill (Washtenaw County) as authorized solid waste disposal facilities within the new Ingham County Solid Waste Management Plan. Please accept this letter as our formal response to your letter dated January 8, 1999. The following represents the total capacity at each facility and the portion of the 1.2 million cubic yards of solid waste generated in Ingham County which may be accepted at each annually.

The current total capacity at the C & C Landfill is over 7.1 million cubic yards.

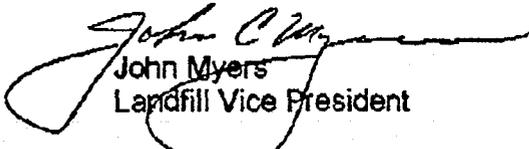
The C & C Landfill may accept up to 988,787 cubic yards per year of the 1.2 million generated within Ingham County on an annual basis. This quantity is explicitly authorized in the Calhoun County Solid Waste Management Plan and in our host agreement with Calhoun County which runs through the life of the landfill.

The current total capacity at the Arbor Hills Landfill is approximately 56 million cubic yards.

The Arbor Hill Landfill may accept up to 500,000 cubic yards of the 1.2 million generated within Ingham County on an annual basis. This quantity is explicitly authorized in the Washtenaw County Solid Waste Management Plan and in our host agreement with Washtenaw County which runs through the year 2015.

We thank you for your inclusion of both the C & C Landfill and Arbor Hills Landfill within the update of the Ingham County Solid Waste Management Plan. Should you have additional questions, please do not hesitate to call me.

Respectfully,


John Myers
Landfill Vice President

Arbor Hills Landfill • 10690 W. Six Mile Rd. • Northville, Michigan 48167
Phone 248-349-7230 • Fax 248-349-7572
www.bfi.com

30% Post-Consumer ♻️



GREATER MICHIGAN LANDFILL DIVISION
A WASTE MANAGEMENT COMPANY

9536 East Lennon Road
Lennon, MI 48449
(810) 621-9080
(810) 621-3156 Fax

*ALAN PICKERMAN
517-777-4112*

Martha Knorek R.S.
Bureau of Environmental Health
Ingham County Health Department
Human Services Building
5303 South Cedar Street
P. O. Box 30161
Lansing, MI 48909-7661

February 3, 1999

Dear Ms. Knorek,

As of February 1, 1999 the Brent Run Landfill and Carleton Farms Landfill are under new ownership. The new owners are Republic Waste Services. I do not know if they would want to be included in your County Solid Waste Plan.

Brent Run has capacity for 15,000,000 tons of solid waste and could accept 100% of the volume from Ingham County.

Carleton Farms Landfill has capacity for 140,000,000 cubic yards of solid waste and could also accept 100% of Ingham counties waste.

I know of no reason why these sites should not be included in your plan.

Sincerely,


Terry Cooney


Citizens Disposal

2361 West Grand Blanc Road
Grand Blanc, Michigan 48439
810.655.4207
810.655.4147 fax

FEB 10 1999

February 4, 1999

Ingham County Health Department
Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, MI 48909-7661

Attn: Martha Knorek, R.S.
Bureau of Environmental Health

Re: Ingham County Solid Waste Plan Update

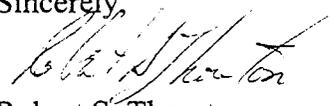
Dear Ms. Knorek:

This letter is in response to your correspondence of January 8, 1999, regarding the above-captioned matter. Citizens Disposal, Inc. supports open markets to facilitate efficient flow of solid waste streams. This facility is requesting inclusion into the Ingham County Solid Waste Plan to allow solid waste disposal from Ingham County to our facility.

Citizens Disposal, Inc. has approximately 17,000,000 cubic yards of airspace capacity at various stages of design construction and active operation. This facility has the operational capacity to accept all solid waste generated in Ingham County annually for the next ten years.

Please contact me should you have any further questions regarding this matter.

Sincerely,


Robert S. Thornton
Manager

Eagle Valley Recycle and Disposal Facility
600 West Silver Bell Road
Orion, Michigan 48359
810/391-0990 • FAX: 810/391-1539



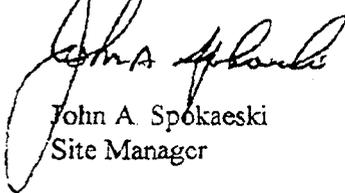
A Waste Management Company

April 24, 1998

Ingham County Health Department
Attn: Martha Knorek
Bureau of Environmental Health
5305 South Cedar Street
P.O. Box 30161
Lansing, MI 49090-7661

This letter is to inform you that Eagle Valley Recycle and Disposal Facility, located in Oakland County, Michigan is allowed to accept non-hazardous solid waste generated from Ingham County with no volume restrictions

Sincerely,



John A. Spokaeski
Site Manager



WASTE MANAGEMENT COMPANY

February 19, 1999

Ms. Martha Knorek, R.S.
Bureau of Environmental Health
Ingham County Health Department
Human Services Building
5303 South Cedar street
P.O. Box 30161
Lansing, Michigan 48909-7661

Re: Assurance of landfill capacity

Dear Ms. Knorek:

I want to acknowledge your request wherein you request capacity assurances from Granger to meet the needs of the solid waste planning process. Granger Land Development Company and Granger Waste Management Company will assure that Ingham County residences and businesses will have access to disposal capacity for a ten year period commencing with the date the Ingham County Solid Waste Management Plan Up-date becomes certified by the required two-thirds vote of the municipalities in Ingham County. Granger's two facilities can serve as Ingham County's primary disposal sites for waste generated in Ingham County during the aforementioned ten-year period. The volume you note required would be approximately 1.2 million cubic gate yards per year of capacity for type II and type III waste during the ten year period. Granger acknowledges that the capacity is available to meet those needs.

I hope this information is sufficient. If not please feel free to contact me.

Sincerely,

Terry L. Guerin
Director of Governmental Relations

FEB 22 1999

16980 WOOD ROAD
PO. BOX 27185, LANSING, MICHIGAN 48909

C-11e

PHONE (517) 372-2800
FAX (517) 372-9220

FILE COPY

LAW OFFICES
JAFFE, RAITT, HEUER & WEISS
PROFESSIONAL CORPORATION

SUITE 2400
ONE WOODWARD AVENUE
DETROIT, MICHIGAN 48226

SOUTHFIELD

TELEPHONE (313) 961-8380
TELEFACSIMILE (313) 961-8358

JUL 28 1998

July 27, 1998

Mr. James Wilson, DPA
Ingham County Health Department
Environmental Health Division
5303 S. Cedar
Ingham County, MI 48909

Dear Mr. Wilson:

This letter is being sent to you on behalf of the Adrian Landfill, Inc. ("ALI"), which was formerly known as Laidlaw Waste Systems (Adrian), Inc. As you may know, Laidlaw underwent a corporate acquisition, which explains the name change of the corporation that owns the landfill. Because this was merely a name change, Adrian Landfill, Inc. is the same corporation as Laidlaw Waste Systems (Adrian), Inc.

ALI would like to assist the Ingham County Solid Waste Planning Committee with ensuring that the Ingham County Solid Waste Plan update reflects the current legal and practical status of the ALI landfill, located in Lenawee County, thereby assisting Ingham County in developing a Plan that will both meet the needs of the County and obtain all of the approvals necessary to be effective.

A. History

In March of 1996, Laidlaw and Lenawee County extended a pre-existing agreement, enhancing some of the benefits granted to both sides. The new agreement remains in effect until August 31, 2006, or until the Landfill's airspace is exhausted, whichever occurs first. The Agreement defines the airspace by reference to the property owned by the Landfill. In the 1996 Agreement, the County agreed to incorporate the relevant terms of the Agreement into all future amendments or updates of the Lenawee County Solid Waste Plan. Therefore, ALI fully expects that its 1996 Agreement will be incorporated into the Lenawee County Solid Waste Plan Update.

Without trying to modify or repeat all of the terms of the Agreement, of particular import are the following:

- The Landfill is authorized to accept up to an average of 6,600 tons of municipal solid waste per week over each six month period from Ohio, Indiana and Ontario, Canada or from Ingham County in addition to a number of other specified Michigan counties which make up the regional wasteshed.
- The Landfill is authorized to accept up to an average of 6,600 tons of "special waste" per week over each six month period from outside of Michigan or from any county in the State of Michigan. Special waste is defined in the agreement as solid waste which is not generally considered residential or commercial waste and which is generally homogenous in nature and generated in bulk, including, but not limited to: contaminated soil, construction and demolition debris, foundry sand, sludges, street sweepings, fly ash, bottom ash, slag, auto fluff and agricultural wastes.

Mr. James Wilson
July 27, 1998
Page 2

B. Current and Future Disposal Capacity

ALI currently has an estimated 1,540,000 cubic yards of disposal capacity available to it, which, at current rates of receipt would mean an anticipated life of seven years. This includes receipts from outside Lenawee County. Recently, ALI applied for MDEQ approval of a construction permit for an expansion that would allow the acceptance of an additional 3,650,000 cubic yards of waste, which translates into an anticipated additional life of 16 years, for a total of 23 years. While ALI has not projected beyond that point, it does have substantial additional land reserves at the same location.

The current Lenawee County Solid Waste Plan identifies Ingham County as an approved source of waste for disposal in Lenawee County. See enclosure. ALI is working with the Lenawee County Solid Waste Planning Committee. Section V of the current Ingham County Solid Waste Plan recognizes the desirability of keeping open Ingham County's options to dispose of its waste both in and outside of the County.

C. Proposal

Therefore, ALI has and will have disposal capacity available to the residents and businesses of Ingham County and requests that its facility in Lenawee County, Michigan be incorporated into the Ingham County Solid Waste Plan Update. We believe that it is appropriate to, and request that your committee include Lenawee County as an approved location for disposal of ~~Ingham County waste of up to 345,200 tons per year.~~

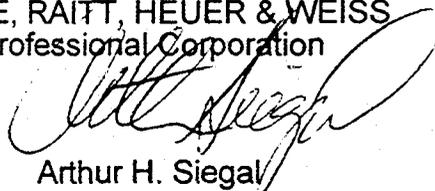
We believe that this proposal is consistent with and satisfies the requirements of Michigan Environmental Code Part 115 sections 11533(1), 11538(1)(a), 11538(1)(i), and 11538(2) and Michigan Administrative Code Rules R 299.4711(e)(iii), all of which specify the content of every county's solid waste management plan.

I will be the primary contact and will be responsible for providing any information that the Ingham Solid Waste Planning Committee requires. I look forward to working with the Committee to ensure a smooth transition between the old and new Plans and to ensure that Ingham County has a safe, secure and environmentally sound waste management program for years to come.

If you have any questions, please feel free to call me. My telephone number is ~~313-61-8331~~ I hope the above assists the Committee with its project.

Sincerely,

JAFFE, RAITT, HEUER & WEISS
Professional Corporation



Arthur H. Siegal



JAN 20 1999

GREATER MICHIGAN LANDFILL DIVISION
A WASTE MANAGEMENT COMPANY

9536 East Lennon Road
Lennon, MI 48449
(810) 621-9080
(810) 621-3156 Fax

January 15, 1999

Martha Knorek R S
Bureau of Environmental Health
Ingham County Health Department
Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661

Dear Ms Knorek,

This letter shall serve as Venice Park's formal request to be included as a primary disposal site in the Ingham County Solid Waste Plan. Waste is approved to leave Ingham County and be disposed of at Venice Park in the Shiawassee County Solid Waste Plan. Currently Venice Park has 900,000 cu yds. of available air space. Venice Park is in the process of completing a construction permit expansion that will be completed and approved in June of 1999. The expansion will yield an additional 15 million cu. yds. of capacity.

Venice Park can accept up to 100% of Ingham Countys annual 1 2 million cubic yards of waste. If you have questions regarding this communication, please feel free to call me at 810-621-9080.

Sincerely,

Chris Basgall
Chris Basgall
Site Manager

cc: Mike VanDinther
Terry Cooney



JAN 20 1999

WOODLAND MEADOWS
A WASTE MANAGEMENT COMPANY

5900 Hannan
Wayne, MI 48184
(734) 326-0993
(734) 326-9245 Fax

January 18, 1999

Facsimile Letter
(517) 887-4560

Ms. Martha Knorek, R.S.
Bureau of Environmental Health
Ingham County Health Department
5303 South Cedar Street
P.O. Box 30161
Lansing, MI 48909-7661

Re: Woodland Meadows RDF - Van Buren
Inclusion in the Ingham County Solid Waste Plan

Dear Ms. Knorek:

I am writing in response to your letter dated January 8, 1999.

The total remaining capacity of the Woodland Meadows RDF - Van Buren landfill is approximately 25 million 'in place' cubic yards (approximately 75 million 'gate' cubic yards). Woodland Meadows is willing to accept any portion of the solid waste generated annually in Ingham County, up to and including the total of 1.2 million cubic yards.

Also, Jim Schmieder is currently managing a different Waste Management landfill. Contacts for the Woodland Meadows landfill are now: Ric Spencer, Division Manager; and Paul Mazanec, Division Engineer.

If you have any questions or need further information, please contact me at (734) 326-0993.

Sincerely,

Paul Mazanec, P.E.
Division Engineer

cc: Ric Spencer
Jim Logsdon

January 18, 1999

Martha Knorek R.S.
Bureau of Environmental Health
Ingham County Health Department
Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661

JAN 21 1999

Dear Ms Knorek,

Please consider this communication as City Environmental Services Landfill Inc's formal request to be considered for a primary disposal site for Ingham County's waste. I have included Barry County's initial request from May of 1998 and a facility description describing the site. CES-Hastings has received a new construction permit from the Michigan Department of Environmental Quality on April 28, 1998. The construction permit authorizes greater than 4 million cubic yards of additional capacity.

The Barry County Solid Waste Plan and the site's Host Community Agreement allows for Ingham County waste to be disposed of at the site. Currently the site could import approximately 200 tons per day of Ingham County waste based on a 365 day average.

If you have questions regarding this letter, please feel free to call me at 616-945-2260

Sincerely,


Steve Essling

cc: Terry Cooney
Mike VanDinther



DAGGETT

Sand and Gravel Inc.
Landfill Development Co.
Container Service

15542 Airport Road

Lansing, Michigan 48906

517-487-2224

July 16, 1999

Martha Knorek
Ingham County Health Department
Bureau of Environmental Health
P.O. Box 30161
Lansing, Michigan 48909

Dear Ms. Knorek:

Please consider this letter to be the formal request by Daggett Landfill for inclusion in the Ingham County Solid waste Plan as an authorized solid waste disposal facility.

The Daggett facility is a Type III Solid Waste Facility. We can accept up to 40,000 cubic yards of class III solid waste per year from Ingham County.

If you have any questions concerning this request, please contact me at +87-2224.

Sincerely,


Curtis J. Daggett

- Demolition Engineers
- Asbestos Abatement
- Salvaged Building Materials
- Excavating & Underground Services
- Concrete Recycling



- Landfill Operation
- Dumpster Service
- Commercial & Residential Waste Service
- Portable Toilet Service
- Land Development

JUL 15 1999

July 13, 1999

Martha Knorek
Ingham County Health Dept.
P.O. Box 30161
Lansing, MI 48909

Dear Ms. Knorek:

This letter is in response to our telephone conversation where you requested something in writing in regards to the amount of Ingham County waste that we can accept, on an annual basis, at our landfill in Ionia County.

Currently, the Ionia County Plan allows for 54,240 tons annually to be accepted from Ingham County for Special Waste, which is C&D (construction and demolition). It is our understanding that a new Ionia County Plan is currently being drafted and it is anticipated that all MSW and Special Waste will be accepted.

I hope this letter satisfies your request. If you have any other questions in regards to this matter, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink that reads "Steven B. Pitsch". The signature is written in a cursive style with a large, prominent initial "S".

Steven B. Pitsch, CPA, CFO

HOME OFFICE:

675 Richmond, N.W., Grand Rapids, MI 49504

Telephone: (616) 363-4895

FAX: (616) 363-5585

C-111

SANITARY DIVISION:

7905 Johnson Rd., Belding, MI 48809

Telephone: (616) 794-3050

FAX: (616) 794-1769

January 17, 2000

Jim Wilson
Bureau of Environmental Health
Ingham County Health Department
Human Services Building
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661

Dear Mr. Wilson,

I am in the process of reviewing the Draft Ingham County Solid Waste Plan. During my review of Table 2-B on page 111-5, I see that the authorized annual quantity is 200T. That number was meant to be a daily tonnage based on a 365 day average. If you take that 200 ton/day number it would equal 73,000 tons per year or 219,000 cu/yds per year using a 3 cu/yds to 1 ton conversion factor.

I am sending you a copy of my January 18, 1999 letter with this correspondence.

If you have questions regarding this letter, please feel free to call me at 616-945-2260.

Sincerely,

Steve Essling

cc: Terry Cooney
Mike VanDinther

**WESTSIDE RECYCLING AND DISPOSAL FACILITY**
A WASTE MANAGEMENT COMPANY

P O Box 392
14094 M-60 West
Three Rivers, MI 49093
(616) 279-5444
(616) 273-1662 Fax

January 13, 1999

Martha Knorek
Bureau of Environmental Health
Human Services Building
5303 South Cedar St.
Lansing, MI 48909

Dear Ms. Knorek;

In response to your letter of January 8, 1999 please consider this letter to be the formal request by Westside Recycling and Disposal Facility (RDF), a division of Waste Management of Michigan, for inclusion in the Ingham County Solid Waste Plan as an authorized solid waste disposal facility.

Westside RDF is allowed to accept waste, without limit, from authorized counties up to 1,750,000 cubic yards per year. Our current yearly disposal volume is approximately 1,200,000 cubic yards per year. This would, therefore, allow for the acceptance and disposal of up to approximately 550,000 cubic yards per year of Ingham County solid waste.

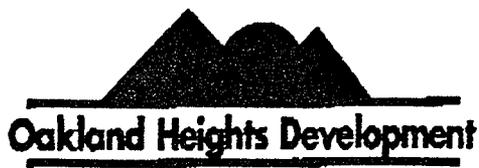
The estimated lifetime of the currently active Type II area is 11 years. As shown on the map that was included with our April 8, 1998 submittal there is a future disposal area that has been identified and included in St. Joseph County's Solid Waste Plan that will allow for a minimum of 20 additional years of disposal at the higher volumes.

If you have any questions concerning this request please contact me at 616-273-1770.

Sincerely;

A handwritten signature in black ink that reads "Eric Shafer".

Eric Shafer
Site Manager

**Oakland Heights Development**

2350 Brown Road
Auburn Hills, Michigan 48326
248.373.2334
248.373.4909 fax

January 18, 1999

Ingham County Health Department
Martha Knorek
Human Services Building
P. O. Box 30161
Lansing, Michigan 48909-7661

Dear Ms. Knorek:

Thank you for considering authorization of Oakland Heights Development Landfill in the Ingham County Solid Waste Plan. As requested in your January 8, 1999 letter, please consider this our formal request for inclusion in the Ingham County Solid Waste Plan.

As of December 31, 1998, Oakland Heights Development had approximately 4,145,895.0 bank cubic yards of airspace available for disposal. Oakland Heights has no daily/annual volume restrictions, therefore the volume we can accept from Ingham County is restricted only by the economics of hauling from facilities in Ingham County to Oakland Heights Development.

Thank you for including Oakland Heights Development as an authorized solid waste disposal facility in your Plan update. If I can be of further assistance please contact me at 248-373-2334.

Sincerely



Bill Dolsen
Site Manager

Waste Management of Michigan-Midwest

Lansing Customer Service Center
16320 Grove Road
Lansing, Michigan 48906-9937
517-886-1670



A Waste Management Company

Flint Customer Service Center
2778 Olive Road
Flint, Michigan 48946
810-527-4735

Greenville Customer Service Center
510-764-9828

July 15, 1998

JUL 17 1998

Ms. Martha Knorek
Bureau of Environmental Health
Ingham County Health Department
5303 South Cedar Street
P.O. Box 30161
Lansing, Michigan 48909-7661

Dear Ms. Knorek

Please accept this as our Letter of Intent to accept waste from Ingham County at the Williamston Transfer station. The transfer station is open to the public Monday through Friday from 9:00 a.m. to 4:00 p.m. for acceptance of waste as well as recycling materials.

The facility is limited to accepting a maximum of 800 cubic yards per day and does not accept hazardous wastes or sewage sludge.

If you have any questions or require additional information, please feel free to contact me at 517/886-4915 ext. 216

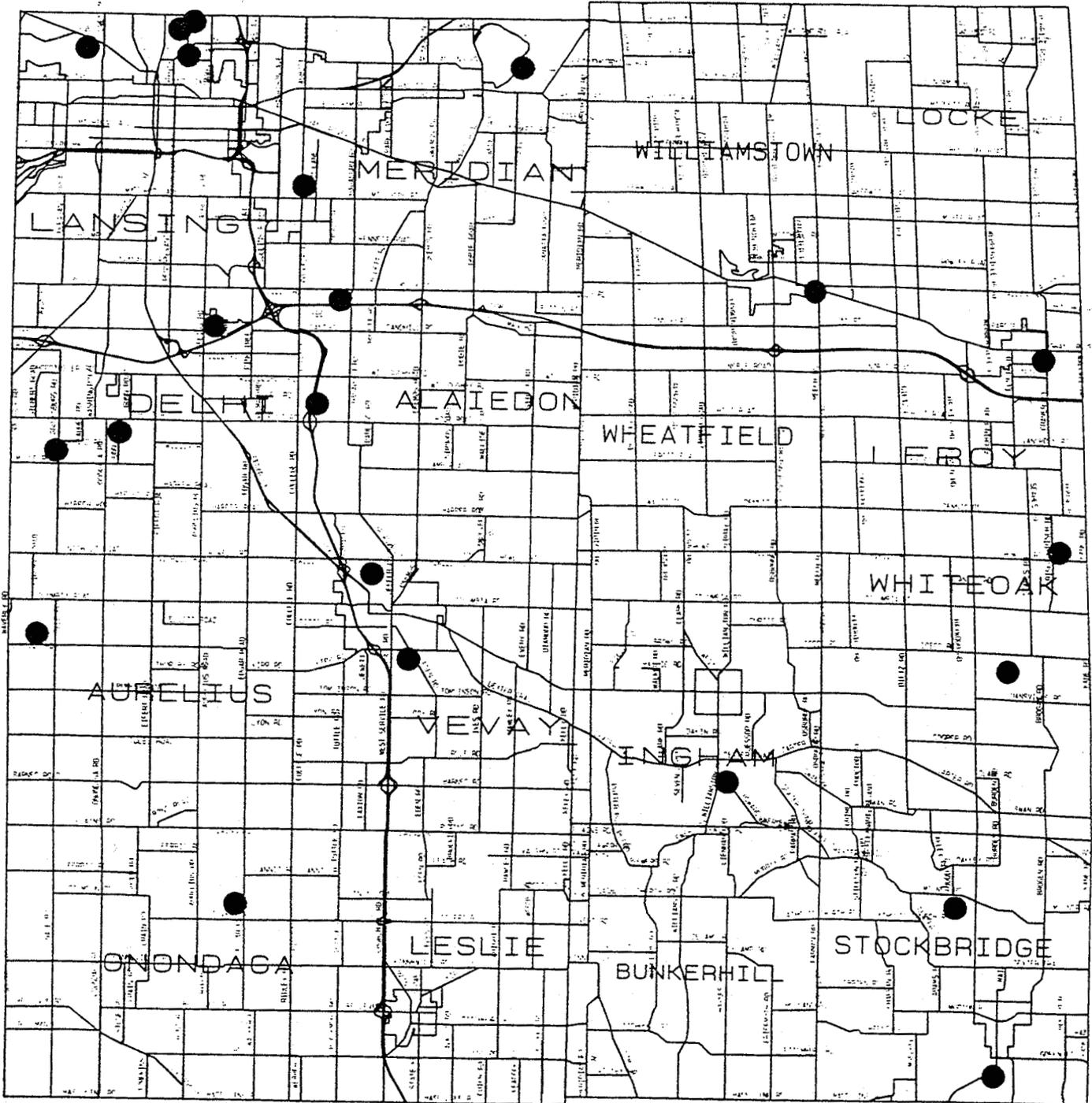
Sincerely,

Michael VanDinther
Site Manager

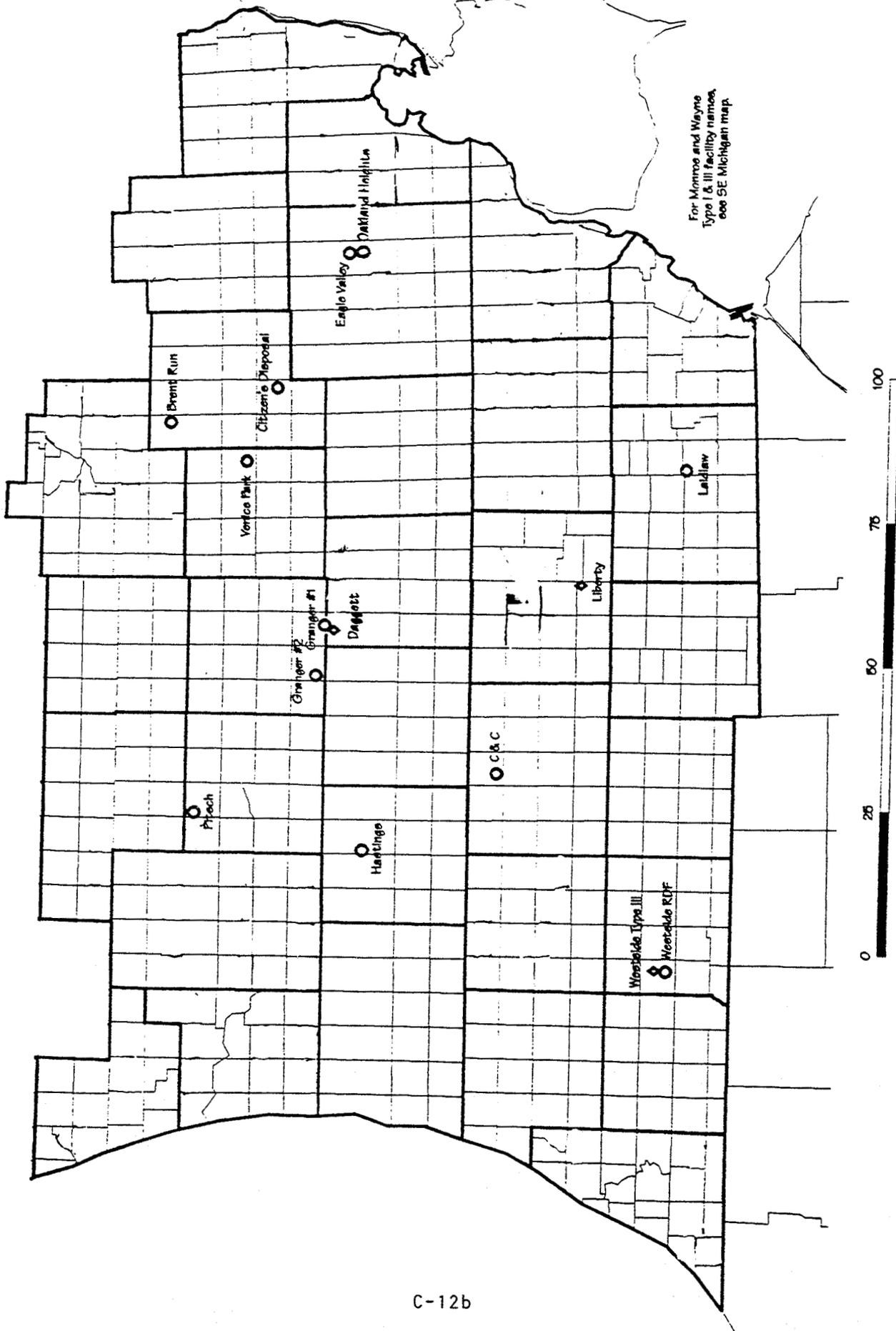
MAPS

Maps showing locations of solid waste disposal facilities used by the County.

LANDFILLS (ACTIVE AND CLOSED)



AUTHORIZED DISPOSAL FACILITIES



For Monroe and Wayne
Type I & III facility names,
see SE Michigan map.

Notes: Report maps are based on Political Townships and/or Counties. Cities and Villages not shown.

INTER-COUNTY AGREEMENTS

Copies of Inter-County agreements with other Counties (if any).

Attached is a copy of the inter-county agreement with Clinton County.

INTER COUNTY SHARED USER FEE AGREEMENT

This agreement is entered into by and between Clinton County Board of Commissioners ("Clinton") and Ingham County Board of Commissioners ("Ingham") on this the 30th day of May, 1995.

SECTION I Purpose

The purpose of this agreement is to set forth the conditions under which Clinton will share a portion of the user fee received monthly from Granger Companies (located at 16980 Wood Road; Lansing, MI), which is assessed on each cubic yard of solid waste landfilled in Clinton County.

SECTION II Definitions

As used in this Agreement, terms shall have the following meanings ascribed to them:

"Act 641" refers to Public Act 641, the Michigan Solid Waste Management Act of 1978 as amended.

"Clinton Plan" refers to the approved Clinton County Solid Waste Management Plan and its updates or amendments as prepared and approved under the requirements of Act 641.

"Parties" refers to Ingham and Clinton counties

"Ingham Plan" refers to the approved Ingham County Solid Waste Management Plan and its updates or amendments as prepared and approved under the requirements of Act 641.

"Granger" refers to Granger Companies including Granger Waste Management Company and Granger Land Development Company.

"Plan" refers to programs, goals and activities approved under the Act 641 Solid Waste Management Plan in Ingham and Clinton counties

SECTION III Process

Consistent with the attached schedule, Clinton agrees to share a portion of the user fee assessed on each cubic yard of Ingham County waste deposited in landfills located in Clinton County which are owned and operated by Granger. Calculations of amounts of waste received each year commence with January 1 of each year.

Reports are received on a monthly basis from Granger, documenting the gate yards of waste received in Clinton County, indicating the county of origin. Reports are compiled separately for the Granger facilities located at Wood Road and Grand River Avenue. The report tallies waste received from the 27th of one month to the 26th of the following month. The report identifying those quantities is received by Clinton before the 10th of the month following the reporting period.

A check paid on the reported amount is received by the Treasurer before the 15th of the month following the reporting period.

Upon review of the landfill amount report and correlating revenues, the Department Head of the Clinton County Department of Waste Management would order a voucher for payment to Ingham County. The Voucher would be approved during the month end audit and authorized for payment at the Board of Commissioners meeting conducted the last Tuesday of the month. With the exception of the time period covered by the first 400,000 cy of incoming waste, checks would be paid monthly.

SECTION IV Assurances

Clinton County is bound by a requirement that all monies collected via the user fee assessment be used to further the objectives of Act 641 including those specified in the Clinton Plan. Therefore, Ingham agrees to expend shared monies, acquired from the Clinton user fee assessment, only on Act 641 activities including those specified in the Ingham Plan.

Through this agreement Ingham reiterates their commitment to have an approved Solid Waste Management Plan in place; to continue their development of recycling and composting; to continue development of recycled product procurement policies and to continue their work on methods for dealing with household hazardous waste.

The parties agree to continue their commitment to support each other in Act 641 and Plan compliance matters.

Because revenues obtained through the user fee assessment fluctuate considerably, especially at the Wood Street facility, this user fee arrangement will be reviewed annually. The parties agree that October will be targeted as the review month to allow for budget adjustments in the following year's operations budget as needed. At that meeting, the parties will review numbers indicating waste flow into the facility, impact on the user fee arrangement and they will share information regarding their Act 641 and Plan programs.

SECTION V Term of the Agreement

As stated in Section IV, the user fee arrangement, and therefore this agreement, will be reviewed annually. The parties have the option to continue the existing arrangement or amend it to suit changes in circumstances.

Should either party wish to terminate this agreement, written notice must be sent, indicating the same, a minimum of 60 days prior to termination.

SECTION VI Miscellaneous

This Agreement constitutes the complete expression of the arrangements between the parties on the subject described herein. This Agreement may only be modified or amended by a subsequently written agreement approved by both parties.

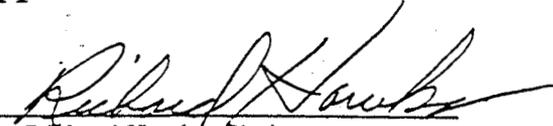
This Agreement shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

SECTION VII
Execution

This Agreement may be executed at separate times and on separate copies of this Agreement without affecting its validity. Each party agrees to forward an executed copy to the other.

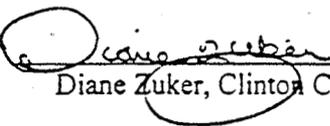
FOR CLINTON COUNTY

Dated: _____

By: 
Richard Hawks, Chairperson

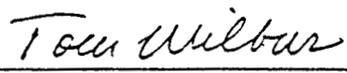
I, Diane Zuker, the Clinton County Clerk, hereby certify that the Clinton County Board of Commissioners approved this Agreement and directed that it be executed by its Chairperson, whose signature has been applied.

Dated: 5-30-95

By: 
Diane Zuker, Clinton County Clerk

FOR INGHAM COUNTY

Dated: Oct. 10, 1995

By: 
Tom Wilbur, Chairperson

I, Mike Bryanton, the Ingham County Clerk, hereby certify that the Ingham County Board of Commissioners approved this Agreement and directed that it be executed by its Chairperson, whose signature has been applied.

Dated: Oct 10, 1995

By: 
Mike Bryanton, Ingham County Clerk

INTER COUNTY SHARED USER FEE SCHEDULE

ASSESSMENTS PER CUBIC YARD AND CUMULATIVE TOTALS 1995

Assessed Amount -	\$0.05	\$0.05	\$0.05	Cum Total
CY's of Waste Received				
from Ingham County				
0 - 400,000	\$0.00			\$0.00
400,000 - 600,000	\$10,000.00			\$10,000.00
At 600,000*	\$20,000.00	(paid on first 400,000)		\$30,000.00
600,000 - 700,000	\$5,000.00	\$5,000.00		\$40,000.00
700,000 - 800,000	\$5,000.00	\$5,000.00	\$5,000.00	\$55,000.00
800,000 - 900,000	\$5,000.00	\$5,000.00	\$5,000.00	\$70,000.00
<p>* \$.05 paid on first 400,000 cy when 600,000 cy reached. Shows assessment of \$.05/cy for first 600,000 cy's. Nothing paid on first 400,000 until 600,000 cy reached. Yardage between 600,000 - 700,000 @ \$.10/cy; 700,000+ at \$.15/cy</p>				

SCHEDULE ATTACHMENT

SPECIAL CONDITIONS

Special conditions affecting import or export of solid waste.

All facilities accepting waste generated in Ingham County must agree to three conditions:

- Provide opportunities for recycling on-site, even if it is as limited as providing a roll-off for scrap metal.
- Provide directly to Ingham County, annual volumes of solid waste disposed of at their facility.
- meet all conditions set forth in the Plan, including any conditions established in Appendix A or pertaining to Appendix A.

ATTACHMENTS

INGHAM COUNTY SOLID WASTE PLANNING COMMITTEE

Minority Report on Funding Implementation of Plan Recommendations

The recommendations prepared by the Solid Waste Planning Committee provide many important measures that would stimulate waste reduction and increased recycling across the County. Included are:

- * Establishment of a system to collect data on recycling rates;
- * Expanded household hazardous collection services and a study to determine the feasibility of a permanent household hazardous waste collection center;
- * Recycling education programs including both grants to municipalities and establishment of a full-time county recycling education coordinator.

Coupled with existing recycling services recommended to be continued, we estimate an annual solid waste budget for the County of approximately \$400,000. The County currently spends approximately \$230,000 each year on solid waste programs.

A majority of the Committee rejected a recommendation that the County implement a solid waste fee to support the recommended budget. Instead, the majority recommends that funding be provided from the County's general fund. **This is not realistic.**

We are aware that the County's budget is fully committed. Additional general fund revenues are not likely to be found, and we cannot support cuts in other programs to offset increased funding for solid waste programs.

Goal D-3 (page 10) of the plan was established to develop funding mechanisms to support and implement the Plan, since this task was given to us by the Commission, and is also a feature of the old Plan. Based on this, the committee discussed nine different solid waste funding mechanisms. They are available for your review on pages 106 and 107 of the draft Solid Waste Management Plan. As is reflected in the request from 20 solid waste disposal facilities to accept Ingham County wastes (page 27 of the Plan), our waste is a commodity. This would be the time for the county to use market forces to offset the cost of the County's solid waste program. Therefore, we urge the County Board of Commissioners to fund the Plan as discussed in item 2a on page 106 of the draft Plan.

We recognize that several municipalities in the County already administer a fee to support their recycling and waste reduction programs. Therefore, we propose a two-tiered fee. Wastes generated outside these municipalities should be assessed a fee of \$1.50 per ton; wastes generated within these municipalities should be assessed a fee of 50 cents per ton. These fees will serve the dual purpose of funding waste reduction and recycling programs and providing a financial incentive for individuals, businesses, and institutions to reduce their generation of solid waste.

If the County's general fund grows in future years, it may then be advisable to consider increasing general fund support for the county's solid waste program.

Submitted by Planning Committee Members:

Dave Dempsey
Lucy Doroshko
Helen LeBlanc

PUBLIC COMMENT LETTERS



JOHN ENGLER, Governor

DEPARTMENT OF ENVIRONMENTAL QUALITY

"Better Service for a Better Environment"

HOLLISTER BUILDING, PO BOX 30473 LANSING MI 48909-7973

INTERNET: www.deq.state.mi.us

RUSSELL J. HARDING, Director

REPLY TO

WASTE MANAGEMENT DIVISION
PO BOX 30241
LANSING MI 48909-7741

May 25, 1999

Mr. James Wilson
Ingham County Health Department
Bureau of Environmental Health
5303 South Cedar Street
Lansing, Michigan 48909

MAY 28 1999

Dear Mr. Wilson:

I have received and reviewed a copy of the draft Ingham County Solid Waste Management Plan Update (Plan) that was released for the 90-day public comment period on March 1, 1999. I will address our comments in the same order as the topics appear in the Plan. In my opinion, this Plan is not approvable as written. The following areas of the County's Plan require revision or additional information:

- Cover Page Please include the date when the final Plan is submitted to the Department of Environmental Quality (DEQ). If different versions of the Plan are prepared during the update process, listing the date can ensure that discussions between the DEQ and the Ingham County (County) are referring to the correct document.
- Page 5 I believe the last sentence of the first paragraph should read, "These employers employ...."
- Page 6 We cannot provide pre-approval for a process that has not as yet been authorized by law with the hopes that such a law would be passed. Any references to an alternative amendment process should be deleted.
- Page 7 This is confusing. The narrative indicates that there is a summary of the selected system, but the only information provided is a table containing an overall view of the county. The Executive Summary is supposed to be a condensed description of the Plan's selected system and the planning process. According to the provisions of Rules 711(a)(i), (ii), and (iii), it must contain an overview of the County, conclusions reached by the county going through the planning process, and a description of the selected Plan.
- Page 11 The first sentence on the top of the page mentions development of a Plan amendment process without going through the entire amendment process. As discussed in the comments above, this should be deleted. Rule 709(4) specifies that an amendment to a Plan must follow the same procedure for review and adoption as the original Plan and the updates.
- Page 12 The Plan format and content are specified in Rule 711. Rule 711 (f)(iii)(F) specifies that a financial program that identifies funding sources be included in the Management Component section of the Plan. While a summation of this

information in the Executive Summary is appropriate, this detailed discussion of costs and funding should be placed in the Management Component section of the Selected System. See the requirements of Rule 711 and the Standard Plan Format for the proper placement of this information within the Plan.

Page 14 This discussion of management responsibilities should be placed in the Management Component section of the Selected System.

Pages 15 to 23 The information on these pages should be part of the Data Base Section of the Plan. Rule 711(c) requires that the Plan contain a data base, which includes this information. Rule 711 (c) (i) requires the data base to include an inventory and description of all existing facilities where solid waste is being transferred, treated, processed, or disposed of, including a description of the physical location, size and delineation of public or private. Descriptions of solid waste types, volumes received, current capacity, and deficiencies are also required under that Rule. The draft Plan does not contain this information. See the Standard Plan Format for the proper placement of this information within the Plan.

Page 24 This discussion doesn't describe what the Selected Plan actually is.

Page 25 I do not understand the **Prior to 1998 Import Volume Authorization of Solid Waste** title to this table. This table is supposed to list all counties that may import waste into Ingham County under this Plan, not what was authorized in the past.

Page 26 Although the Plan Format uses the terms "primary" and "contingency" as the authorized conditions, neither Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended (Part 115) or the promulgated rules define these terms. If the County intends to use these terms, definitions of the terms should be included in the Plan.

I do not understand why the remaining capacity for Clinton County is given at 15 years under the Authorized Quantity/Annual heading. This column is to identify the flow volume authorized to go to the counties listed on an annual basis and should be expressed in percent, or a unit of measure such as tons or cubic yards. No authorized quantities are shown for export to other counties. If no limits are placed in this column, it is assumed that up to 100 percent of the exporting county's waste may flow to the importing county listed. Additionally, I am not sure where the 15 year figure originated as both Granger Company landfills in Clinton County report having over 30 years capacity remaining.

I do not understand the **Prior to 1998 Export Volume Authorization of Solid Waste** title to this table. This table is to list all counties that may receive exports from Ingham County under this Plan.

Page 27 This page lists many facilities that are in counties that have not been listed on Table 2-A. If waste is not authorized to go to these counties on table 2-A, facilities in these counties may not be utilized by Ingham County to meet its disposal needs for the planning period.

- Page 28 Is the area labeled EXPANSION sited by the Shiawassee County Plan or not? If it is sited, it should appear in the "Total area sited for use" heading of the first column. If it has not been sited, it should not appear at all.
- Page 29 The facility description of Carleton Farms Landfill should reflect the new owner of the landfill, Republic Waste Services. The location should be identified using Town and Range numbers. A good example of how this is done appears for Venice Park landfill on page 28.
- Page 30 The facility description of Brent Run Landfill should reflect the new owner of the landfill, Republic Waste Services. The location should be identified using Town and Range numbers.
- Page 31 The facility description of Hastings Sanitary Service landfill should reflect the new owner of the landfill, Waste Management. The location should be identified using Town and Range numbers.
- Page 33 The location of Citizens Disposal should be identified as Town 6 N and Range 6 E.
- Page 36 The location and ownership information on this facility has not been provided.
- Page 41 The location should be identified using Town, Range, and Section numbers.
- Page 42 The location should be identified using Town, Range, and Section numbers.
- Page 43 The location should be identified using Town 3 S, not Town 35.
- Page 45 The total area sited by a Plan cannot be less than the area under a permit. The final disposal site for transferred waste is not provided.
- Page 46 The final disposal site for transferred waste is not provided.
- Page 54 In the discussion titled Composting Overview, the Plan mentions that several municipalities have unmanaged leaf piles. Such unmanaged piles are considered waste piles, defined as solid waste disposal areas under the law, and must be licensed. We have no record of any such licenses for facilities in Ingham County. As such, these waste piles may be illegal disposal areas. The Plan should describe steps to solve this problem and inform the municipalities of the status of these piles and promote active compost management.
- Page 58 Friedland Industries takes B, C, and D as well as metal.
- Page 65 The second paragraph should refer to methods and opportunities.
- Page 67 The discussion of Coordination Efforts belongs in the Appendix. See the Standard Plan Format for the proper placement of this information within the Plan.

Page 68 In the second paragraph the Plan states "If the BOC determines the proposal is consistent with the Plan, it shall appoint a Solid Waste Facility Siting Committee (SWFSC) that will evaluate the proposal for its compliance and consistency with the criteria established within the Plan." This does not make sense, as the BOC is the approving agency for determinations of consistency. Once the BOC determines that a proposal is consistent, the process is done. At that point, why is the appointment of a SWFSC necessary?

The last paragraph on this page is confusing. The first sentence is not a complete sentence and I am not sure what it means or what the Plan is intending to say. The second sentence says "If actions, proposals, solid waste disposal facilities, or violations are found inconsistent with the Plan..." and I am not sure what this means. The siting mechanism is only for the purpose of evaluating Plan consistency of proposals to site new or expanded solid waste disposal areas, not actions, existing solid waste disposal facilities or violations.

Page 69 The first sentence refers to the BOC appointing the SWFSC when the BOC determines there is inconsistency in the Plan. What does this mean and why is it in the siting process? This section of the Plan is for siting solid waste disposal areas and making a finding of consistency of the specific proposal under consideration.

Again, in the last paragraph, the BOC makes its consistency determination before the review. As above, it makes no sense to appoint the SWFC after the BOC has already made its determination.

Page 75 The year of the floodplain should be specified (e.g. 100 year floodplain). The next section should specify regulated wetlands.

Page 79 Section Va, number 1 seems to duplicate what appears under the Part V heading above it. The language on 66 month capacity should be removed as a listed criterion because it has nothing to do with the actual site, but rather involves the decision to use the siting process or not. How will 66 months of capacity be determined? The County's method of calculation and review should be included as a part of the Plan.

Page 80 In item number 5, references to a wellhead protection area should specify an area approved by the DEQ, not as defined by the Environmental Protection Agency, as the DEQ has now been delegated responsibility for that program in Michigan.

In item number 7, 1,500 feet seems too restrictive.

Page 81 Item number 8. Despite the fact that it was used in the example siting language in the Standard Plan Format, we have found that the term "sensitive environmental area" is not defined in Section 32301 of the NREPA. The language in that section defines only the term "environmental area." We suggest that the Plan refer to an "environmental area as defined in Part 323..."

Page 82 The Y/N question in number 18 should be if the property is properly zoned. The text in that section doesn't ask for documentation.

- Page 83 Item number 21 should be deleted. This is a debatable issue subject to substantial review outside the Plan.
- Page 84 Item number 1 requires collection systems to be double contained. The engineering design of solid waste facilities is subject to the DEQ's permit authority not the County's Plan. This item should be deleted.
- Item number 4 is inappropriate to non-landfill facilities and the distance is too restrictive.
- The 50 acre requirement of item number 5 does not seem reasonable for non-landfill facilities such as transfer stations and processing plants.
- Page 86 The provisions in item number 14 are not enforceable under local zoning requirements unless the local zoning requirements are included in and consistent with the Plan.
- Page 87 The narrative states that the manner of evaluation of the selected system is discussed, however, no information is presented.
- Page 94 No information is presented, even though some public involvement should have already occurred. All meeting dates of the Solid Waste Planning Committee should be listed along with documentation, such as minutes of the meetings, that those meetings were open for public comment. When the Plan is submitted for DEQ approval, any public involvement that has already occurred should be included as well as the public involvement that will be done as the planning process moves along.
- Page 97 If this does not apply, it should be removed or state that it is not applicable.
- Page 102 An alternative amendment process is not allowable and should be deleted.
- Page 111 Why is this map in the Plan and how does it relate to solid waste management?
- Page 112 Why is this map in the Plan and how does it relate to solid waste management?
- Page 114 Why is this map in the Plan and how does it relate to solid waste management?
- Page 115 No letters from Granger Company in regard to their landfills were included.

Rule 711(d) requires evaluation of solid waste alternatives, which was not done in this Plan. At least one alternative system must be presented and evaluated. See pages 19-22 of the Guide to Preparing the Solid Waste Management Plan Format for a discussion on what is required.

There is no discussion of transportation in the Selected System.

The Plan does not specifically identify more than ten years of capacity nor does the Plan include a capacity certification process. Although the Plan identifies some landfills with capacity, I could not find any specific demonstration of disposal capacity in the Plan to confirm that either

66 months or over ten years of capacity actually exists for the County's use. Please provide an analysis of the County's waste generation volumes against the available landfill space or provide for a capacity certification process as outlined in the Standard Plan format

The Planning process intends for counties to review recycling and composting as a part of the Plan update process and include specific information in Appendix A. This information is supposed to include recycling and composting that is handled by the private sector. This section is not intended to be just for public or county provided programs. Composting programs that are being conducted or planned by the private sector should be discussed as well. The selected system is also supposed to be reviewed and that review information placed in Appendix A. There is no evaluation of the selected system in regards to its impacts.

I could not find any discussion of the basis for choosing the selected system as required in Rule 711(e) or how the selected system relates to the Michigan Solid Waste Policy goals. The details of all non-selected alternatives should be placed in Appendix B of the Plan.

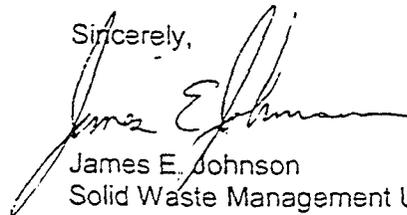
Appendix D should include a discussion of how the County will implement the Plan. There appears to be no provision for Plan Enforcement. There should be some local authority identified in the Plan that has the power to enforce the Plan, including the power to identify and bring suit for violations of the Plan.

Appendix D should also include attachments such as the letters from the landfills to be utilized by the County agreeing that the capacity is available for the County's disposal needs. Of the letters that were included in the Plan, only C&C Landfill is in a county that is authorized to accept waste exports from Ingham County.

I appreciate the use of the Standard Plan Format wherever it was followed, but there was a great amount of deviation from the Format throughout the draft Plan. This made the Plan extremely difficult to review. There is substantial additional information required by Part 115 and the promulgated rules that needs to be included to make the Plan complete. I suggest that you check Part 115, Rule 711, the Standard Plan Format, and the Guide To Preparing The Solid Waste Management Plan Update Format for assistance with the type of information that is supposed to be included in the Plan and its appendices. Please utilize the Standard Plan Format for proper placement of the information within the body of the Plan.

I hope that these comments are useful to Ingham County as you attempt to develop an approvable Plan. If you have any further questions or comments, please feel free to contact me at the phone number below, or by email at johnsoj1@state.mi.us.

Sincerely,



James E. Johnson
Solid Waste Management Unit
Waste Management Division
517-373-4738

cc: Mr. Seth Phillips, DEQ
Ingham County File



FILE COPY

APR 16 1999

Jim Wilson, Chief of Special Programs
Ingham County Health Department
Bureau of Environmental Health
P.O. Box 30161
Lansing, MI 48909

Dear Mr. Wilson,

On behalf of the Michigan Environmental Council, I am writing to make comments on the draft Ingham County solid waste plan. While applauding several features of the plan, MEC believes it should be further strengthened to promote waste reduction and recycling, to curb illegal dumping, and to enhance collection of toxic materials that are now posing risks to public health and the environment.

Overview

Like its predecessor, the plan focuses on landfill disposal of solid waste. The bulk of the text describes facilities which are eligible to receive Ingham County wastes. However, for the first time, the plan sets measurable recycling and waste reduction goals and calls for data collection efforts to track progress toward the goals. It also supports the creation of a countywide recycling/reduction education program, expansion of services for the collection of household hazardous waste, and countywide recycling opportunities. We support these initiatives.

The single most important flaw in the plan is that it calls for the Ingham County Commission to fund the initiatives through increased use of the county's general fund. County general fund revenues are scarce and not likely to be appropriated by the Commission. The plan should be amended to establish solid waste generating fees which will fund the recommended activities and serve as a market force to stimulate waste reduction.

Recycling/Waste Reduction Goals

The plan sets forth the following goals (p. 48) for waste reduction/recycling:

Residential Solid Waste: landfill 50%, recycle 25%, compost 25%, reduce/reuse 5%.

Commercial Solid Waste: landfill 60%, recycle 40%.

Industrial Solid Waste: landfill 50%, recycle 35%, reduce/reuse 15%.

These goals would significantly advance recycling and waste reduction from current estimated rates. The County guesses that approximately 25% of all waste is currently recycled.

However, the proposed goal for residential solid waste recycling is not aggressive enough. We recommend a recycling goal for residential waste of no less than 30% by the year 2005.

Data Collection

The plan calls for aggressive implementation of a system to collect data on recycling rates as well as other solid waste management options (p. 15). Specifically, it urges:

- A periodic survey of residential, customer, and industrial generators to determine recycling rates and materials;
- Periodic waste stream assessments, preferably at the point of generation;
- Outreach to, and data collection efforts from, established recycling programs.

Data collection is critical to measure the performance of the plan, to track waste flows, and to identify potential regulatory issues. We support this section of the plan.

Household Hazardous Waste Collection Services

The plan notes that the County has operated an appointment-only HHW collection program since the 1980s, taking material from less than 1% of the Ingham County population. Yet the average home contains approximately 50 pounds of hazardous waste at any time. Expansion of HHW collection is recommended (p. 54) to accomplish the following:

- Regular, expanded, and well-advertised collection hours that provide collection of the broad variety of items submitted by Ingham County residents;
- Distribution of educational materials on alternatives to household hazardous waste generation;
- Thorough investigation of the costs and benefits of establishing a permanent HHW collection center.

We support these recommendations. We strongly urge a study of the establishment of a permanent collection center. This is fully consistent with the County's mandate to protect the public health, safety and welfare. Such a service will reduce risks to groundwater and drinking water supplies while minimizing health risks.

Educational and Informational Programs

Noting that recycling progress cannot be assumed without sustained public education efforts, the plan (p. 65) calls for "a comprehensive waste reduction, reuse, and recycling program with the following components":

- A stable funding source to support a full-time recycling education coordinator position and appropriate educational materials;
- A countywide recycling message and theme;
- Targeted education efforts aimed at audiences including, but not limited to, school children, homeowners, and industry;
- Funding and other support for municipalities which wish to implement local education programs.

We support the educational recommendations.

Buying Recycled

The plan recognizes that the county must become a model for closing the recycling loop through the purchase of recycled product. Ironically, the draft solid waste plan itself is printed on non-recycled paper. The plan recommends (p. 49) the County itself should implement a "buy recycled" program which assures that "all paper purchased by the County will have some post consumer content." **This section should be strengthened to call for:**

- A County purchasing ordinance that mandates both the purchase of paper with a minimum of 10% post consumer content, and that no less than 20% of all county purchases each year be of products that have post consumer content.
- An effort to provide joint recycled product purchasing programs with local units of government or technical assistance to local units of government in Ingham County to identify suitable recycled products.
- Annual reporting on the County's compliance with this ordinance.

Funding the Plan

The plan recommends an annual budget of \$313,000 to implement its recommendations, including \$178,000 for three full-time equivalent positions (p. 12). This is unrealistic for two reasons. First, the County currently spends \$230,000 each year on solid waste programs, and much of that is from a restricted fund which will soon expire. An increase in general fund dollars of this magnitude is not likely to occur, given other demands on County spending.

Second, the estimated budget itself is too low. The worthwhile initiatives outlined in the plan, including a full-time position for recycling education, improved data

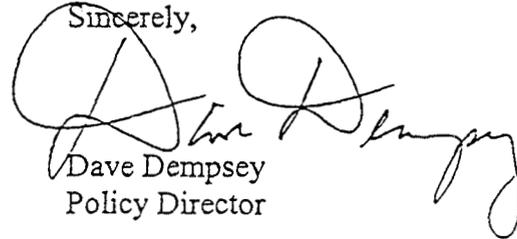
collection, and expanded household hazardous waste collection are likely to cost significantly more than \$313,000. We also believe additional funding beyond this amount should be raised to deter, and support investigations of, illegal dumping of both solid and hazardous waste in the County.

The Solid Waste Planning Committee had, at one time, considered establishing a fee on all solid waste generated in the County to support the plan and deter waste generation, but representatives of the waste industry and local units of government voted this down. However, the fee concept is included as an appendix (p. 107). **The plan should be amended to:**

- Establish a \$1 per ton countywide solid waste generating fee, assessed at the point of disposal. Any facility wishing to landfill Ingham County waste must agree to levy the fee on County haulers. The money should be returned to the County for implementation of the plan. This would raise, at current solid waste generation rates, approximately \$417,000 annually.
- Encourage the county to supplement these restricted fees, as appropriate, with general fund dollars.

Thank you for the opportunity to comment.

Sincerely,



Dave Dempsey
Policy Director

Jim Wilson, Chief of Special Programs
Ingham County Health Department
Bureau of Environmental Health
P.O. Box 30161
Lansing, MI 48909

FILE COPY

JUN 09 1999

Dear Mr. Wilson:

Like its predecessor, the Ingham County Solid Waste plan focuses on landfill disposal of solid waste. For the first time, the plan sets measurable recycling and waste reduction goals and calls for data collection efforts to track progress toward the goals. It also supports the creation of a countywide recycling/reduction program, expansion of services for the collection of household hazardous waste, and countywide recycling opportunities. I cannot overstate the importance of these proposals. I speak for many in support of these goals.

The single most important flaw in the plan is that it calls for the Ingham County Commission to fund the above worthwhile initiatives through increased use of the county's general funds. County general fund revenues are scarce and not likely to be appropriated by the Commission. The plan should be amended by the County to establish solid waste generating fees which will fund the recommended activities and serve as a market force to stimulate waste reduction.

Other vital matters that should be incorporated in the plan include:

- Regular, expanded, and well-advertised hours for HHW collection for a broad variety of items submitted by Ingham County residents, along with well-distributed educational materials on alternatives to household hazardous waste generation and a thorough investigation of the costs and benefits of establishing a permanent HHW collection center;
- Funding for a sustained public education effort on comprehensive waste reduction, reuse, and recycling program with the following components – a stable funding source to support a full-time recycling education coordinator position and appropriate educational material; a countywide recycling message and theme, a targeted education effort aimed at audiences including, but not limited to, school children, homeowners, and industry, and funding and other support for municipalities which wish to implement local education programs;
- The county must become a model for closing the recycling loop through the purchase of recycled products. (I note that the draft solid waste plan itself is printed on non-recycled paper.) It recommends (p. 49) the County itself should implement a "buy recycled" program which assures that "all paper purchased by the County will have some post consumer content." This section should be strengthened to call for a County purchasing ordinance that mandates both the purchase of paper with a minimum of 10% post consumer content, and that no less than 20% of all county

purchases each year be of products that have post consumer content, an effort to provide joint recycled product purchasing programs with local units of government or technical assistance to local units of government in Ingham County to identify suitable recycled products, and annual reporting on the County's compliance with this ordinance.

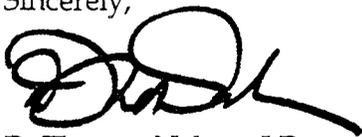
Also, the plan recommends an annual budget of \$313,000 to implement its recommendations, including \$178,000 for three full-time equivalent positions (p. 12). This is unrealistic for two reasons. First, the County currently spends \$230,000 each year on solid waste programs, and much of that is from a restricted fund which will soon expire. ~~An increase in general fund dollars of this magnitude is not likely to occur given other demands on County spending.~~

Further, the estimated budget itself is too low. The worthwhile initiatives outlined in the plan, including a full-time position for recycling education, improved data collection, and expanded household hazardous waste collection are likely to cost significantly more than \$313,000.

~~The Planning Committee should establish a fee on all solid waste generated in the county to support the plan and deter waste generation. The plan should establish a \$1 per ton countywide solid waste generating fee, assessed at the point of disposal. Any facility wishing to landfill Ingham County waste must agree to levy the fee on County haulers. The money should be returned to the County for implementation of the plan. This would raise, at current solid waste generation rates, approximately \$417,000 annually. Please supplement these restricted fees, as appropriate, with general fund dollars.~~

Thank you for considering these rather lengthy views on the plan. I urge you to adopt them for a better, healthier and more responsible Ingham county.

Sincerely,



D. Thomas Nelson, J.D.
5108 Park Lake Rd.
East Lansing, MI 48823

APR 22 1999

5664 Wood Valley Drive
Haslett, MI 48840
April 20, 1999

FILE COPY

Bureau of Environmental Health
Lansing, Michigan 48909

Dear Mr. Wilson:

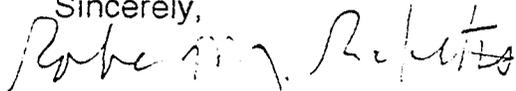
I am an Ingham county resident who has been active in reduction of solid waste at a household level through purchase decisions, reuse, recycling and composting. I am writing to urge you to push for a stronger Ingham County Solid Waste Plan.

Increased funding is needed for education of the public, for facilitating expansion of convenient recycling in the outlying areas of the county, for ease of hazardous materials collection, and for increasing demand for materials with recycled content.

Though some governmental entities, such as East Lansing, claim to have a high (around 25%) rate of recycling, no one really knows how much East Lansing or Ingham County or Michigan recycles. We need funding to acquire data on how much "stuff" we produce, so we can better assess the problem.

We who produce solid waste should pay for its definition (through data collection) and for its proper disposition. Help us institute the appropriate means to fund the above projects.

Sincerely,



Robert M. Ricketts M.D.

APR 28 1999

PATRICK DIEHL
222 W. Kalamazoo #30
Lansing, Michigan 48933

FILE COPY

April 26, 1999

Jim Wilson
Special Programs Chief
Bureau of Environmental Health
Ingham County Health Department
Post Office Box 30161
Lansing, Michigan 48909

Dear Mr. Wilson:

I am writing to comment on the draft Ingham County solid waste plan. I agree with others who believe the plan should be strengthened to promote waste reduction and recycling and to enhance collection of toxic materials currently posing risks to public and environmental health.

The plan is flawed in suggesting that the initiatives proposed therein can be funded through increased reliance on the county general fund. A more responsible funding mechanism would include solid waste generating fees, a market-driven incentive for waste reduction. Additionally, I understand that the recommended total annual budget amount of \$313,000 is inadequate, given that the county currently spends \$230,000 in solid waste programs alone.

I support:

- increasing the proposed 25 percent goal for residential solid waste recycling to at least 30 percent by 2005;
- expanding and more aggressively publicizing the county's household hazardous waste (HHW) collection program and alternatives to HHW generation;
- funding educational and informational programs that seek to increase public awareness of waste reduction, reuse and recycling; and
- strengthening the "buying recycled" component by adding a purchasing ordinance mandating the purchase of paper with a minimum of 10 percent post-consumer content and by mandating that no less than 20 percent of all annual county purchases be of products containing post-consumer content.

Thank you for your consideration of my input, Mr. Wilson.

Sincerely,


Patrick Diehl

April 13, 1999



Post-It® Fax Note	7671	Date	4/13	# of pages	2
To	MARTHA KNOBEK	From	KERRIN		
Subject	SEND PAGE 2 TO	Co.	MRC		
Phone #	WIN WILSON, PHASE	Phone #			
Fax #	(517) 887-1560	Fax #			

I appreciate the opportunity to provide input on Ingham County's proposed Solid Waste Management Plan. The plan represents an important effort to address integrated solid waste management issues head on.

I commend the Solid Waste Management Planning Committee for its interest in furthering recycling efforts in the county. The establishment of measurable recycling and waste reduction goals is an important step for the county. Even more important is the effort to collect recycling data and measure progress toward the county's goals.

I am also very pleased to see that the plan supports the creation of a countywide recycling education program, expansion of services for the collection of hazardous waste, the improvement of county buy-recycled programs, and enhancement of countywide recycling opportunities. Each of these initiatives brings Ingham County closer to a sustainable future. Each of these initiatives, however, also requires funding.

Unfortunately, the plan falls short of its ambitions. By not clearly identifying a consistent, viable and on-going funding source, resource recovery initiatives identified in the plan are not likely to see the light of day. Municipal and county budgets are already stretched very thin, and unfortunately, the general fund is the only identified source of funding for the identified solid waste system components.

Without a dedicated revenue source for the activities outlined in the plan, county waste reduction goals will go unfulfilled. The plan should be amended to establish solid waste generating fees which will fund the important initiatives identified, while at the same time serving as a market force to stimulate waste reduction. The establishment of a \$1 per ton countywide solid waste generating fee assessed at the point of disposal would provide the county with the revenue necessary to carry out the plan's initiatives.

I encourage the Solid Waste Management Planning Committee to address the issue of funding in a meaningful way and seriously consider the established a dedicated revenue source, like the one mentioned above, to ensure the success of the Committee's efforts.

Sincerely,

Kerrin O'Brien
Executive Director

P.O. Box 10240
Lansing, MI 48901-0240
(517) 371-7073
Fax (517) 371-1509
Email: mirc@voyager.net

From: <MSUDG17@aol.com>
To: <HEWILSON@ingham.org>
Date: Tue, Jun 1, 1999 1:42 AM
Subject: Ingham County Waste Plan

FILE COPY

To whom it may concern---

After reviewing the waste plan for Ingham County as an extra credit project for a summer class, I am supposed to email you with my responses to the proposed ideas. I found that the plan was well researched and the person(s) who wrote the plan were well educated, but for the common resident who this plan greatly affects I found that it was very difficult to read. The jargon that it was written was not permissible for the average resident of Ingham County to form an opinion on. I personally find that the city of East Lansing does need to work on their policies of recycling. There are a large of apartment and multiunit buildings that are not provided with an adequate recycling program. It was stated that the city of EL has a participation rate of 70% for recycling. I feel that if these types of buildings and non-residential rented homes were provided with these services that the participation rate would greatly increase. I realize that this plan does include the implication of more recycling programs and I think that with this slight change that the city of EL would greatly benefit. Thank you for your time and consideration. Feel free to email me back. Thanks again.

Sincerely,

E. Lindsay Butler

CC: <pasterz@pilot.msu.edu>

FILE COPY

From: <Msulax3@aol.com>
To: <HEWILSON@ingham.org>
Date: Tue, Jun 1, 1999 1:20 AM
Subject: Ingham County Waste Plan

To whom it may concern,

As part of a class extra credit project I was required to review the Ingham County Waste Plan and send in any comments or questions I might have. I would like to address one aspect of the plan and that is its readability. I found the plan very technical and hard to understand. I found hard to the point of which I didn't know what I was reading. I think that technical language like this is very confusing to the everyday individual. When something gets so confusing like this people become more and more reluctant to get involved. A topic as universal and controversial as this is something that you should make accessible to everybody who would be effected by it. I know that this is a very hard and tedious task to complete but it is a very important one. I think that you should make a more "laments terms" type of plan. One in which could be distributed to everyone in each vicinity. The funding for this could be added to that area of education bull that you have included. I think for the money put towards informing the people could much better used. I've never received any information on any waste plan in my area in which I live. I just think that we could educate the consumer much better than we are currently doing. Besides all of this, I think that the plan has many good points and shows that we are working towards fixing our world for a better tomorrow. I'm glad that I can say that I have been a part of that. Thanks for your time. If you would like to write me back my e-mail address is thumanch@pilot.msu.edu. Thanks again for your time.

Sincerely,
Chris Thuman

CC: <pasterz@pilot.msu.edu>

From: Pete Pasterz <Pete.Pasterz@USDWP.MSU.EDU>
To: <HEWILSON@Ingham.org>
Date: Tue, Jun 1, 1999 5:40 PM
Subject: Re: Public Comment

Dear Jim Wilson,

As a person who considers himself a rather environmentally oriented person, I am a natural skeptic concerning most government plans dealing with the environment. It was with great delight, then, that I found the Ingham County Solid Waste Management Plan (ICSWMP) to be a very progressive prospectus. Therefore, I would like to applaud the Ingham County Health Department (ICHHD) and all involved in forming the ICSWMP.

With that said, there are naturally some issues in the plan which I would like to address.

The county allots quite a bit of its budget to the Household Hazardous Waste Program, Household Battery Recycling, Tire Disposal Program, etc. but the fact that these programs exist needs to be disseminated throughout the community. It is my experience that people will recycle these things if it is convenient for them and if they are aware of the fact that collection programs for such items exist. I realize the education budget is limited, but more needs to be done. A possible solution would be to give residents access to special red recycling boxes that they set out with their trash. The trash collectors then take note of the addresses where the red boxes are out and a special truck is dispatched at the end of the day to collect these hazardous or special wastes. Something needs to be done to further recover these materials and keep them from our landfills and environment.

The county needs to address the issue of multi-unit housing in much more detail than the plan does. The county misses out on a great deal of recyclable material by not efficiently collecting it from apartment complexes, especially the apartments housing primarily college students. It is so much easier for people living in apartments to 'throw it in the dumpster' because most don't have to pay directly for the waste they produce (i.e. buying the East Lansing trash bags). There is no force which drives them to reduce waste. This, coupled with the hassle of bringing the recyclables to the collection facility, offers a great obstacle to recycling efforts. It is my belief that the county needs to look into banning recyclable material from the waste stream. I understand this would be difficult to implement, but if done properly, it could greatly benefit all involved. Landfilling rates would decline (providing greater landfill life), recycled material sales would increase, and hopefully the residents would benefit eventually through reduced waste disposal costs.

The county should expand its recycling base. Many types of plastics and papers are not accepted at this time. As soon as a market becomes available, the county should act to establish the collection of a more items. In addition, the county should also examine the prospect of composting or using enhanced biological decomposing techniques on food waste. An active decomposition system is much quicker and more effective than the 'natural', inactivated decomposition which goes on in the landfill proper.

This brings me to my last point. Having done extensive research on landfills,

I have been exposed to some ugly truths about the effectiveness of landfills. A major concern is what Dr. G. Fred Lee calls the '30 Year Post-Closure Care Myth'. There is no basis to the EPA's requirement of 30 years of post-closure care. This is, for all intents and purposes, a randomly chosen number. Given the slow decomposition which occurs in 'dry tomb' landfills and the potential for the landfills to be disturbed, there is almost no time limit for the post-closure care which these facilities will need. Ingham County, for the sake of people now and in the future, should require much more stringent guidelines for waste-disposal facilities within its borders and should provide financial assurance plans to deal with problems which may arise when the private companies running the landfills consider their post-closure care finished. When the private companies no longer care for the facilities, the burden falls on the people to pay for the clean-up and repair. I urge all involved in forming the ICSWMP to read some of the many papers written by Dr. G. Fred Lee. A compendium of his papers is kept on-line at:

<http://members.aol.com/gfredlee/plandfil.htm>

Ingham County must go above and beyond any state or federal regulations. More stringent construction regulations, monitoring regulations, post-closure regulations, and financial assurances are the only way to ensure the health of future Ingham County residents.

I would again like to applaud the ICHD for the fine work they do and I hope they continue to work with an eye on the future health of Ingham County and the environment of this beautiful area.

Kyle J. Paulson
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FILE COPY

Linda Keefe
2930 Woodruff Ave. #15
Lansing, MI 48912

May 27, 1999

Jim Wilson
Ingham County Health Dept.
PO Box 30161
Lansing, MI 48909

Dear Mr. Wilson:

As an Ingham county resident, former commissioner and staff of Michigan Environmental Council, I wish to address the solid waste plan. There are many positive features to this plan but I would like to see you enhance some of the goals and reconsider how this plan might be financed.

Regarding the funding, and having gone through Ingham county's budget process, I believe that it is unrealistic to expect the Ingham County Commission to fund the solid waste initiatives through increased use of the county's general fund. Solid waste generating fees are a way to serve as a market force to stimulate waste reduction and fund the recommended activities.

The proposed goal for residential solid waste recycling is not aggressive enough. I agree with staff here at MEC that a recycling goal for residential waste should be no less than 30% by the year 2005.

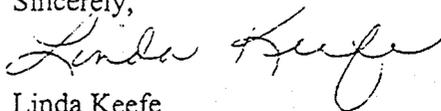
Expansion of household hazardous waste collection is recommended and I support a study of the establishment of a permanent collection center. Such a service will reduce risks to groundwater and drinking water supplies while minimizing health risks.

Educational programs are very important and require a stable funding source to support a full-time recycling education coordinator position. Targeted audiences should include homeowners, industry and school children.

Buying recycled is an important component for the county to integrate into its departments. Many products, such as recycled paper, are no more expensive to purchase than those that are unfriendly to the environment.

Thank you for the opportunity to comment. I hope you will strongly consider my input.

Sincerely,


Linda Keefe

FILE COPY

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September 2, 1999

Mr. James Wilson
Ingham County Solid Waste Planning Committee
P.O. Box 30161
Lansing, MI 48909

RE: Ingham County Solid Waste Management Plan Update

Dear Mr. Wilson:

We are attorneys representing the Michigan Waste Industries Association ("MWIA"). MWIA is a Michigan nonprofit corporation representing approximately 50 individual Michigan-based solid waste companies, some of which operate within Ingham County. MWIA submits the enclosed document ("Comments") for inclusion in the administrative record of public comments on Ingham County's draft solid waste management plan update (the "Plan"). The Comments address MWIA's concerns with certain provisions that may be contained in the Plan that exceed Ingham County's authority. Ingham County does not have unlimited authority to include provisions in a solid waste management plan. Rather, Ingham County only has such powers that have been granted by the Michigan Legislature. Although the Legislature authorized Ingham County to prepare a solid waste management plan under Part 115 of the Natural Resources and Environmental Protection Act ("Part 115"), Ingham County may only include in the Plan those provisions that are expressly identified in Part 115 or the administrative rules promulgated by the Michigan Department of Environmental Quality ("MDEQ") under Part 115 (the "Part 115 Rules"). The provisions discussed in the Comments are clearly not authorized under Part 115 or the Part 115 Rules.

To the extent the Plan contains any of the provisions discussed in the Comments, or incorporates such provisions into the Plan by reference to other documents, MWIA requests that Ingham County either: (1) revise the Plan to eliminate the offending provisions; or (2) provide a written response to MWIA's concerns in the Plan's appendix, as required by Rule 711(g) of the Part 115 Rules, which sets forth the basis for retaining such provisions in the Plan. Feel free to call me with any questions regarding MWIA's Comments.

Sincerely,



Jeffrey L. Woolstrum

cc: Mr. Jim Sygo, Chief Waste Management Division, MDEQ
Mr. Terry Guerin, President -- MWIA

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**MICHIGAN WASTE INDUSTRIES ASSOCIATION
GENERAL COMMENTS ON
COUNTY SOLID WASTE MANAGEMENT PLAN UPDATES**

Michigan Waste Industries Association ("MWIA") submits the following general comments on the contents of solid waste management plan updates that are currently being prepared by various counties under the authority of Part 115 of the Natural Resources and Environmental Protection Act ("Part 115") and the administrative rules promulgated thereunder (the "Part 115 Rules"). The discussion contained in this document is divided into two main sections. The first section discusses a county's limited authority to regulate matters in general, and the Legislature's narrow delegation of authority under Part 115 to include provisions in a solid waste management plan. In light of this narrow delegation of authority, the second section reviews eleven provisions that have appeared in one or more of the draft solid waste management plan updates. These eleven provisions generally relate to:

- disposal fees;
- disposal area operating criteria;
- mandated recycling;
- mandated data collection;
- preservation of more than 10 years of disposal capacity;
- disposal area volume caps;
- identification of specific disposal areas that may accept county waste;
- restrictions on special waste importation;
- enforcement activities by uncertified health departments;
- transporter licensing; and
- the severability of unlawful plan provisions without a formal plan amendment.

MWIA contends that these provisions exceed the limited authority that has been delegated to the counties under Part 115. Further, because the Michigan Department of Environmental Quality ("MDEQ") can only approve or disapprove a county solid waste management plan without conditions, MWIA contends that MDEQ cannot approve a plan that contains one or more of these offending provisions.

**I. PERMISSIBLE CONTENTS OF COUNTY
SOLID WASTE MANAGEMENT PLANS**

Although Part 115 authorizes counties, among other government entities, to prepare solid waste management plans, counties do not have carte blanche to include any provision related to solid waste in their plans. To the contrary, counties must work within the narrow confines of the Legislature's delegation of authority under Part 115. Thus, when reviewing a plan submitted by a county for final approval, MDEQ must *not* ask, "does Part 115 *prohibit* this particular provision." Rather, MDEQ must ask whether a specific section of Part 115 or the Part 115 Rules *clearly authorizes* each provision included in a solid waste management plan including each

provision incorporated by reference into the plan. If the answer to that question is not an unqualified "yes," MDEQ must deny approval of the plan.

**A. COUNTIES ONLY POSSESS
DELEGATED POWERS AND CANNOT
REGULATE FOR THE HEALTH AND
SAFETY OF THEIR RESIDENTS**

MWIA's comments on the contents of solid waste management plans are rooted in the fact that Michigan counties have delegated powers only and do not have any inherent power to regulate for purposes of the public's health, safety and general welfare. A "county has only such powers as have been granted to it by the Constitution or the state Legislature." *Alan v. Wayne Co.*, 388 Mich. 210, 245 (1972); *Berrien Co. Probate Judges v. Michigan Am. Fed'n of State, Co. & Mun. Employees Council 25*, 217 Mich. App. 205 (1996). Where counties have been clearly delegated such powers, the Michigan Constitution provides that the powers "shall be liberally construed in [the counties'] favor" and that "[p]owers granted to counties . . . shall include those fairly implied and not prohibited by this constitution." Const. 1963, art. VII, § 34. This constitutionally imposed rule of interpretation, however, is not an independent grant of authority. "As these provisions are not self-executing, the rights which they bestow and the duties which they impose may not be enforced without the aid of legislative enactment." *County Comm'r of Oakland Co. v. Oakland Co. Executive*, 98 Mich. App. 639, 646 (1980). Thus, counties have no inherent authority to include provisions in solid waste management plans without clear authorization by Legislature under Part 115.

The Office of the Attorney General ("AG") has consistently opined that counties are without authority to regulate matters that have not been clearly delegated by the Legislature. For example, the AG most recently opined that a non-charter county does not have authority to regulate the emissions from a municipal waste incinerator. OAG, 1998, No. 6,992 (Aug. 13, 1998). In that opinion, the AG first noted that townships, cities and villages *have* been granted authority by the Michigan Legislature to adopt ordinances for the purpose of protecting the public's health, safety and general welfare. Therefore, the AG opined that a township, city or village *may* adopt an air pollution control ordinance, provided that it is reasonably related to this purpose. For counties, however, the AG noted that, while chartered counties are expressly authorized by statute to adopt ordinances to abate air pollution, *the Legislature "has not seen fit to grant this power to noncharter counties."* *Id.*, slip op. p. 3 (emphasis added). The AG concluded that a "noncharter county is thus not authorized to adopt an air pollution ordinance." *Id.*; *see also*, OAG, 1969-1970, No. 4,696, p. 197 (Nov. 25, 1970) (county could not adopt air pollution control ordinance because no Michigan statute authorized a non-chartered county to abate air pollution and county ordinance would interfere with local affairs of villages and townships). This opinion is particularly significant with respect to solid waste management plans prepared under Part 115 because a municipal waste incinerator is a disposal area that must be consistent with such a plan. *See* M.C.L. § 324.11529(4).

Other AG opinions express a similar narrow view of a county's authority to regulate in the absence of clear enabling legislation. In OAG, 1989-1990, No. 6,665, p. 401 (Nov. 15, 1990), the AG opined that counties lacked the general authority to regulate the location of cigarette vending machines because such a county ordinance would interfere with the authority of the villages and townships to regulate such matters. In OAG, 1979-1980, No. 5,617, p. 526 (Dec. 28, 1979), the AG opined that a county could not adopt the Michigan Vehicle Code as

an ordinance because “[t]he adoption of the motor vehicle code by a county would not be consistent with the legislative intention [to grant certain exclusive powers to the county road commission], would have the effect of contravening the general laws of the state, and of extending or increasing the powers or jurisdiction of a county board of commissioners.” In OAG, 1977-1978, No. 5,341, p. 556 (July 31, 1978), the AG opined that a county had no authority to operate a spay and neuter clinic for dogs and cats because “[n]o provision of the [Michigan Dog Law] specifically or impliedly authorizes a county to establish and maintain a spay and neuter clinic and cats are not mentioned in either the title or body of the act.” In OAG, 1977-1978, No. 5,304, p. 427 (April 27, 1978), the AG opined that a county board of commissioners could not establish a county police or security force because “the delegation of law enforcement responsibilities to any entity other than the sheriff would contravene general state laws [and] would tend to increase the powers, duties and jurisdiction of the county board of commissioners by transferring a measure of the sheriff’s authority to an organization responsible to the board and not to the sheriff.” Finally, in OAG, 1971-1972, No. 4,741, p. 82 (April 13, 1972), the AG opined that a county was without authority to adopt an ordinance banning the discharge of firearms in the county because there was “no express or implied power in the county which would support the adoption of [such] an ordinance.”

B. PART 115 ESTABLISHES THE SPECIFIC CONTENTS OF A SOLID WASTE MANAGEMENT PLAN AND COUNTIES CANNOT INCLUDE EXTRANEOUS PROVISIONS THAT WOULD EXPAND THEIR LIMITED DELEGATION OF AUTHORITY.

The contents of a solid waste management plan are limited to the provisions that are authorized in Part 115 and the Part 115 Rules, which are summarized below. A solid waste management plan must “encompass all municipalities within the county” and “take into consideration solid waste management plans in contiguous counties and existing local approved solid waste management plans as they relate to the county’s needs.” M.C.L. § 324.11533(2). A solid waste management plan must contain an evaluation of the “best available information” regarding recyclable materials within the planning area, including an evaluation of how the planning entity is meeting the state’s waste reduction and recycling goals, and, based on that analysis, either provide for recycling and composting of such materials or establish that recycling and composting are not necessary or feasible or is only necessary or feasible to a limited extent. M.C.L. § 324.11539(1)(a), (b) and (d). If the solid waste management plan proposes a recycling or composting program, the plan must contain details of the major features of that program, including ordinances or other measures that will ensure collection of the material; however, as discussed below, Part 115 does not operate as enabling legislation for such ordinances. M.C.L. § 324.11539(1)(c). A solid waste management plan must “identify specific sites for solid waste disposal areas for a 5-year period after approval of a plan or plan update,” and either identify specific sites for disposal areas for the remaining portion of the ten-year planning period, or include a process to annually certify the remaining solid waste disposal capacity available to the plan area and an interim siting mechanism¹ that becomes operative when the annual certification

¹“An interim siting mechanism shall include both a process and a set of minimum siting criteria, both of which are not subject to interpretation or discretionary acts by the planning entity,

indicates that the available capacity is less than 66 months. M.C.L. § 324.11538(2). The solid waste management plan must "explicitly authorize" another county, state, or country to export solid waste into the county. M.C.L. § 324.11538(6).² In addition, "[w]ith regard to intercounty service within Michigan, the service must also be explicitly authorized in the exporting county's solid waste management plan." *Id.*

In addition to the plan content requirements expressly contained in Part 115, Section 11538(1) authorizes MDEQ to promulgate rules "for the development, form, and submission of initial solid waste management plans." M.C.L. § 324.11538(1). Part 115 directs MDEQ to provide for the following in its administrative rules regarding solid waste management plans:

(a) The establishment of goals and objectives for prevention of adverse effects on the public health and on the environment resulting from improper solid waste collection, processing, or disposal including protection of surface and groundwater quality, air quality, and the land.

(b) An evaluation of waste problems by type and volume, including residential and commercial solid waste, hazardous waste, industrial sludges, pretreatment residues, municipal sewage sludge, air pollution control residue, and other wastes from industrial or municipal sources.

(c) An evaluation and selection of technically and economically feasible solid waste management options, which may include sanitary landfill, resource recovery systems, resource conservation, or a combination of options.

(d) An inventory and description of all existing facilities where solid waste is being treated, processed, or disposed of, including a summary of the deficiencies, if any, of the facilities in meeting current solid waste management needs.

(e) The encouragement and documentation as part of the plan, of all opportunities for participation and involvement of the public, all affected agencies and parties, and the private sector.

and which if met by an applicant submitting a disposal area proposal, will guarantee a finding of consistency with the plan." M.C.L. § 324.11538(3).

²See also, M.C.L. § 324.11513; Mich. Admin. Code r. 299.4711(e)(iii)(C). In *Fort Gratiot Sanitary Landfill, Inc. v. Department of Natural Resources*, 504 U.S. 353 (1992), the United States Supreme Court invalidated Part 115's flow control provisions to the extent they regulated the interstate flow of solid waste because such regulation violated the Commerce Clause of the United States Constitution.

(f) That the plan contain enforceable mechanisms for implementing the plan, including identification of the municipalities within the county responsible for the enforcement. This subdivision does not preclude the private sector's participation in providing solid waste management services consistent with the county plan.

(g) Current and projected population densities of each county and identification of population centers and centers of solid waste generation, including industrial wastes.

(h) That the plan area has, and will have during the plan period, access to a sufficient amount of available and suitable land, accessible to transportation media, to accommodate the development and operation of solid waste disposal areas, or resource recovery facilities provided for in the plan.

(i) That the solid waste disposal areas or resource recovery facilities provided for in the plan are capable of being developed and operated in compliance with state law and rules of the department pertaining to protection of the public health and the environment, considering the available land in the plan area, and the technical feasibility of, and economic costs associated with, the facilities.

(j) A timetable or schedule for implementing the county solid waste management plan.

M.C.L. § 324.11538(1)(a)-(j). MDEQ has promulgated such rules in Part 7 of the Part 115 Rules. Mich. Admin. Code r. 299.4701 *et seq.*

Rule 711 of the Part 115 Rules sets forth the general structure and the required contents of a county solid waste management plan. "To comply with the requirements of [Part 115,] . . . county solid waste management plans shall be in compliance with the following general format": (i) executive summary;³ (ii) introduction;⁴ (iii) data base;⁵ (iv) solid waste management system

³The executive summary must include an overview of the plan, the conclusions reached in the plan and the selected solid waste disposal alternatives. Mich. Admin. Code r. 299.4711(a).

⁴The introduction must establish the plan's goals and objectives for protecting the public health and the environment by properly collecting, transporting, processing, or disposing of solid waste, and by reducing the volume of the solid waste stream through resource recovery, including source reduction and source separation. Mich. Admin. Code r. 299.4711(b).

⁵The data base must include: (i) an inventory and description of the existing facilities serving the county's solid waste disposal needs; (ii) an evaluation of existing problems related to solid waste collection, management, processing, treatment, transportation, and disposal, by type and volume of solid waste; (iii) the current and projected population densities, centers of population, and centers of waste generation for five- and twenty-year periods; and (iv) the current and projected land

alternatives; (v) plan selection; (vi) management component; and (vii) documentation of public participation in the preparation of the plan.⁶ Mich. Admin. Code r. 299.4711(a)-(d). Under this general format, the operative portions of a solid waste management plan are contained in the solid waste management system alternatives, plan selection, and management component elements of the plan. The required contents of these three elements are discussed below.

First, each solid waste management system alternative developed in the plan must address the existing problems identified in the plan's data base related to solid waste collection, management, processing, treatment, transportation, and disposal and must address the following components: (i) resource conservation and recovery, including source reduction, source separation, energy savings, and markets for reusable materials; (ii) solid waste volume reduction; (iii) solid waste collection and transportation; (iv) sanitary landfills; (v) ultimate uses for disposal areas following final closure; and (vi) institutional arrangements, such as agreements or other organizational arrangements or structures, that will provide for the necessary solid waste collection, transportation, processing and disposal systems. Mich. Admin. Code r. 299.4711(d)(i)(A)-(H). In addition, the plan must evaluate public health, economic,⁷ environmental, siting, and energy impacts associated with each alternative. Mich. Admin. Code r. 299.4711(d)(ii).

Second, the plan must select the preferred solid waste management system alternative developed and evaluated in the plan. The selection must be based on "[a]n evaluation and ranking of proposed alternative systems" using factors that include: (i) technical and economic feasibility; (ii) access to necessary land and transportation networks; (iii) effects on energy usage, including the impacts of energy shortages; (iv) environmental impacts; and (v) public acceptability. Mich. Admin. Code r. 299.4711(e)(i)(A)-(G). The basis for the selection must be set forth in the plan, including a summary of the evaluation and ranking system. Mich. Admin. Code r. 299.4711(e)(ii)(A). The plan must state the advantages and disadvantages of the selected alternative based on the following factors: (i) public health; (ii) economics; (iii) environmental effects; (iv) energy use; and (v) disposal area siting problems. Mich. Admin. Code r. 299.4711(e)(ii)(B)(1)-(5). The selected alternative must "be capable of being developed and operated in compliance with state laws and rules of the Department pertaining to the protection of the public health and environment," include a timetable for implementing the plan, and be "consistent with and utilize population, waste generation, and other [available] planning information." Mich. Admin. Code r. 299.4711(e)(ii)(C)-(E). With respect to disposal areas, the selected alternative must "identify specific sites for solid waste disposal areas" for a five-year

development patterns and environmental conditions as related to solid waste management systems for five and twenty-year periods. Mich. Admin. Code r. 299.4711(c)(i)-(iv).

⁶The public participation in the preparation of the solid waste management plan must be documented by including in an appendix to the plan a record of attendance at the public hearing and the planning agency's responses to citizens' concerns and questions. Mich. Admin. Code r. 299.4711(g).

⁷The evaluation of the economic impacts must include an estimate of the capital, operational, and maintenance costs for each alternative system. Mich. Admin. Code r. 299.4711(d)(ii).

period following MDEQ approval of the plan and, "[i]f specific sites cannot be identified for the remainder of the 20-year period, the selected alternative shall include specific criteria that guarantee the siting of necessary solid waste disposal areas for the 20-year period subsequent to plan approval." Mich. Admin. Code r. 299.4711(e)(iii)(A), (B). As of June 9, 1994, however, "a county that has a solid waste management plan that provides for siting of disposal areas to fulfill a 20-year capacity need through use of a siting mechanism, is only required to use its siting mechanisms to site capacity to meet a 10-year capacity need." M.C.L. § 324.11537a.

Third, the "management component" element of a solid waste management plan must "identif[y] management responsibilities and institutional arrangements necessary for the implementation of technical alternatives." Mich. Admin. Code r. 299.4711(f). The management component must contain the following: (i) "[a]n identification of the existing structure of persons, municipalities, counties, and state and federal agencies responsible for solid waste management, including planning, implementation, and enforcement"; (ii) an assessment of such persons' and governmental entities' technical, administrative, financial and legal capabilities to fulfill their responsibilities under the plan; (iii) "[a]n identification of gaps and problem areas in the existing management system which must be addressed to permit implementation of the plan"; and (iv) a "recommended management system for plan implementation."⁸ Mich. Admin. Code r. 299.4711(f)(i)-(iii).

Solid waste management plans that contain provisions that have not been clearly authorized under the specific sections of Part 115 and the Part 115 Rules discussed above are unlawful. A plan containing such unlawful provisions cannot be approved by MDEQ.

II. MWLA'S COMMENTS ON COUNTY PLAN PROVISIONS

With the foregoing limitations on the specific contents of a solid waste management plan in mind, MWLA contends that the following provisions that are either contained expressly in a solid waste management plan, or that are contained elsewhere (*e.g.* ordinances, regulations or resolutions) but are incorporated by reference into a solid waste management plan, clearly exceed a county's authority under Part 115:

⁸The recommended management system must: (i) identify specific persons and governmental entities that are responsible for implementing and enforcing the plan, including the legal, technical, and financial capability of such persons and entities to fulfill their responsibilities; (ii) contain a process for "ensuring the ongoing involvement of and consultation with the regional solid waste management planning agency," and for "ensuring coordination with other related plans and programs within the planning area, including, but not limited to, land use plans, water quality plans, and air quality plans"; (iii) identify "necessary training and educational programs, including public education"; (iv) contain a "strategy for plan implementation, including the acceptance of responsibilities from all entities assigned a role within the management system"; and (v) identify "funding sources for entities assigned responsibilities under the plan." Mich. Admin. Code r. 299.4711(f)(iii)(A)-(F).

DISPOSAL FEES

Nothing in the Part 115 or Part 115 Rule provisions discussed above authorizes a county to *require* the payment or collection of fees as part of a solid waste management plan. At most, Rule 711(f)(iii)(F) authorizes the "management component" of a plan to "*recommend*" a "financial program that identifies funding sources." Mich. Admin. Code r. 299.4711(f)(iii)(F). The underlying authority for such a funding program, however, cannot arise from the plan itself and must be found in some other enabling legislation.

Although the Michigan Court of Appeals has recently held that that Section 11520(1) of Part 115 authorized Saginaw County to adopt an *ordinance* that imposes a surcharge on the disposal of solid waste within the county, the court did not hold that such an ordinance may be included in a solid waste management plan or that a solid waste management plan may operate as the underlying authority for such a fee. *County of Saginaw v. Peoples Garbage Disposal, Inc.*, 232 Mich. App. 202 (1998). Indeed, the ordinance at issue in *County of Saginaw* was merely mentioned in the plan as a possible source of revenue and was adopted *after* MDEQ had approved the Saginaw County Solid Waste Management Plan. This distinction is significant because a disposal area that operates "contrary" to an approved solid waste management plan may be subject to an enforcement action under Part 115, which may include a cease and desist order. M.C.L. § 324.11519(2). Clearly, nothing in Part 115 indicates that a disposal area could be ordered to cease operations merely because it failed to pay a fee imposed by a local ordinance.

Moreover, the holding in *County of Saginaw* is inapplicable to counties that do not have certified health departments under Part 115. Section 11520(1) of Part 115, which the court relied upon for its holding, provides:

Fees collected by a *health officer* under this part shall be deposited with the city or county treasurer, who shall keep the deposits in a special fund designated for use in implementing this part. If there is an ordinance or charter provision that prohibits a health officer from maintaining a special fund, the fees shall be deposited and used in accordance with the ordinance or charter provision. Fees collected by the department under this part shall be credited to the general fund of the state.

M.C.L. § 324.11520(1) (emphasis added). A *health officer* is expressly defined as in Part 115 as "a full-time administrative officer of a *certified* city, county or district department of health." M.C.L. § 324.11504(1) (emphasis added). A certified department of health must be "specifically delegated authority by [MDEQ] to perform designated activities prescribed by [Part 115]." M.C.L. § 324.11502(5). Part 2 (Certification of Local Health Departments) of the Part 115 Rules sets forth the specific requirements that a county health department must meet in order to become certified. Mich. Admin. Code r. 299.4201 *et seq.* Part 115 contains absolutely no authority for the collection of fees by a county that does not have a certified health department.

Further, even if Part 115 did authorize the inclusion of a fee provision in the solid waste management plan of a county with a certified health department (which it does not), MDEQ is prohibited from approving such a plan if the fee is really a disguised tax that violates the Headlee Amendment to the Michigan Constitution, which prohibits local units of government from imposing new taxes without voter approval. Mich. Const. art. 9, § 31; *See Bolt v. City of*

Lansing, 459 Mich. 152 (1998) (storm water fee invalidated under Headlee Amendment as disguised tax). MDEQ's act of approving a solid waste management plan is not merely a rubber stamp of a county's independent act. Rather, MDEQ's approval is the final step in establishing a statewide "cohesive scheme of uniform controls" over the disposal of solid waste. *Southeastern Oakland Co. Incinerator Auth. v. Avon Twp.*, 144 Mich. 39, 44 (1986). By approving a solid waste management plan, MDEQ incorporates that plan into the State solid waste management plan, M.C.L. § 324.11544(1), and, thereafter, a person may not "establish a disposal area" or "conduct, manage, maintain, or operate" a disposal area "contrary" to that approved plan. M.C.L. §§ 324.11509(1), .11512(2). Accordingly, MDEQ could not approve a solid waste management plan that imposes a fee on the disposal of solid waste *unless* MDEQ can demonstrate that the amount of any fee imposed will be reasonable related to the services provided to the persons paying the fee, and that the fee will not otherwise constitute a tax that requires voter approval.

MWIA also believes that, because the decision in *County of Saginaw* has been appealed to the Michigan Supreme Court, MDEQ should use its discretion and refrain from approving county solid waste management plans that contain fee provisions until this issue has been fully resolved. In this regard, MWIA notes that the appeals court's analysis of Section 11520(1) is clearly erroneous because it failed to consider the history and development of Part 115. Section 11520(1) was originally enacted as Section 18 of 1978 PA 641. M.C.L. § 299.418 (repealed, now Section 11520(1) of Part 115). In 1978, the only fees expressly contemplated in Act 641 were nominal disposal area operating license and construction permit application fees, which ranged between \$100 and \$700. Further, the language of Section 18 of Act 641 was nearly identical to Section 3(3) of the Garbage and Rubbish Disposal Act of 1965, which imposed similar nominal application fees and imposed very few obligations on counties with respect to the solid waste disposal. M.C.L. § 325.293(3) (repealed by Act 641). The Legislature's intent with respect to Section 11520(1) was to allow certified county health departments to retain and use these application fees solely for the purpose of processing the applications. The Legislature clearly did not intend for Section 11520(1) to operate as enabling legislation for counties to impose fees on the disposal of solid waste in order to fund an extensive county solid waste or recycling program.⁹ Accordingly, the appeals court's interpretation of Part 115 will likely be overturned.

OPERATING CRITERIA

A solid waste management plan may not contain disposal area operating criteria. Nothing in Part 115 or the Part 115 Rule provisions discussed above authorizes a solid waste management plan to regulate the day-to-day operations of a disposal area. To the contrary, Part 115 provides MDEQ with exclusive authority to regulate disposal area operation. Further, Michigan Appellate Court decisions have unanimously interpreted Part 115 as preempting all local regulation of disposal area operation. *County of Saginaw v. Peoples Garbage Disposal, Inc.*, 232 Mich. App. 202 (1998); *Southeastern Oakland County Incineration Authority v. Avon Township*, 144 Mich. App. 39 (1985); *Weber v. Orion Twp. Bldg. Inspector*, 149 Mich. App. 660

⁹ It is also noteworthy that, for the last three years, bills that would authorize county-imposed fees have been proposed in the Michigan Legislature.

(1986) ("all local regulations concerning the operation of a landfill are preempted"); *Dafter Township v. Reid*, 159 Mich. App. 149 (1987). Thus, disposal area operating criteria are not appropriate for a solid waste management plan.

MANDATED RECYCLING

A solid waste management plan may not mandate a quota on the volume of solid waste that is recycled within the planning area. Nothing in Part 115 or the Part 115 Rule provisions discussed above authorizes a county or any another planning agency to mandate such a quota system. Rather, Part 115 only authorizes a county to "propose a recycling or composting program" in a county plan. M.C.L. § 324.11539(1)(b). Such a program may only set recycling goals, rather than require absolute volume reductions. M.C.L. § 324.11539(1)(d). Further, a program that prohibits a disposal area from accepting a particular type of solid waste, such as waste that could be recycled, would directly conflict with Section 11516(5) of Part 115, which states that "[i]ssuance of an operating license by [MDEQ] authorizes the licensee to accept waste for disposal." M.C.L. §§ 324.11533(1), .11516(5) (emphasis added). Thus, any recycling program may, at most, be referenced as a goal.

MANDATED DATA COLLECTION

A solid waste management plan may not require the owner or operator of a disposal area to collect and report data concerning the volume of solid waste that is recycled or disposed of. Nothing in Part 115 or the Part 115 Rule provisions discussed above authorizes a county to impose such an on-going duty on disposal area owners and operators. Rather, Part 115 only requires that, at the time a plan is prepared, a county evaluate "how the planning entity is meeting the state's waste reduction goals." M.C.L. § 324.11539(1)(d).¹⁰ Further, Part 115 expressly delegates the authority to impose such data-collection duties solely to MDEQ and not to the counties. M.C.L. § 324.11507a. Thus, data collection requirements imposed in a solid waste management plan exceed the authority delegated under Part 115.

PRESERVATION OF MORE THAN 10 YEARS OF CAPACITY

A solid waste management plan should provide for the free flow of solid waste to the extent the plan otherwise demonstrates 10 years of disposal capacity. A county has no duty or obligation under Part 115 to demonstrate more than 10 years of disposal capacity. M.C.L. § 324.11538(2). Therefore, a county has no legitimate interest in preserving additional disposal capacity by restricting or prohibiting the importation of out-of-county waste. While the preservation of disposal capacity beyond the legitimate needs of a county may ultimately benefit county residents, the cost of providing that benefit is imposed solely on the disposal area owners and operators doing business within the county. Such a restriction on the use of a disposal area's air space constitutes a taking without compensation that violates the federal and Michigan constitutions.

¹⁰ A bill that would authorize such mandated data collection regarding recycled material was proposed in the Michigan Legislature last year.

VOLUME RESTRICTIONS

A solid waste management plan cannot restrict the volume of solid waste that may be accepted for disposal at a disposal area during any given time period. Such a restriction is not authorized by that Part 115 Part 115 Rule provisions discussed above and directly conflicts with Section 11516(5) of Part 115, which states that "[i]ssuance of an operating license by [MDEQ] authorizes the licensee to accept waste for disposal," without limitation. M.C.L. §§ 324.11533(1), .11516(5) (emphasis added). Such a volume cap would also constitute local regulation of disposal area operating criteria, which, as discussed above, is preempted by Part 115. *Southeastern Oakland County Incineration Authority v. Avon Township*, 144 Mich. App. 39 (1985); *Weber v. Orion Twp. Bldg. Inspector*, 149 Mich. App. 660 (1986) ("all local regulations concerning the operation of a landfill are preempted"); *Dafter Township v. Reid*, 159 Mich. App. 149 (1987). Moreover, such a restriction is an unconstitutional taking of property because it temporarily prevents the use of air space at the disposal area without compensating the owner or operator.

IDENTIFICATION OF SPECIFIC DISPOSAL AREAS

While a solid waste management plan may identify specific disposal areas that are available and willing to accept a county's waste in order to demonstrate that a county has 10 years of disposal capacity and that the plan does not require an interim siting mechanism under Section 11538(2) of Part 115, nothing in Part 115 authorizes a county to restrict the disposal of its solid waste to those specifically identified facilities. Rather, Sections 11513 and 11538(6) of Part 115 require that a plan authorize the "acceptance" of out-of-county waste and the disposal "service" provided either by or for another Michigan county; however, these sections do not require that such acceptance or service be limited to specifically identified disposal areas. M.C.L. §§ 324.11513, .11538(6). At most, a solid waste management plan may limit the disposal of a county's solid waste to specific *counties* that are explicitly authorized in the plan to accept the waste and to serve the county's disposal needs. Furthermore, to the extent that Rule 711(e)(iii)(C) of the Part 115 Rules can be interpreted as requiring the identification of specific disposal areas in solid waste management plans, MWIA contends that such a requirement exceeds MDEQ's authority under Part 115 and is unenforceable.

RESTRICTIONS ON SPECIAL WASTE

A solid waste management plan may not restrict the importation of specific types of solid waste. With the possible exception of municipal solid waste incinerator ash, nothing in Part 115 authorizes a solid waste management plan to distinguish between different types of solid waste. See M.C.L. §§ 324.11513, 11538(6). Therefore, to the extent a solid waste management plan authorizes solid waste to be imported from or exported to other counties, such authorization must extend to all forms of solid waste, as that term is defined in Part 115.

ENFORCEMENT BY UNCERTIFIED HEALTH DEPARTMENT

Part 115 and the Part 115 Rules only grant enforcement powers to county health departments that have been certified by MDEQ. For example, Part 115 expressly provides that a health officer of a certified health department may inspect a licensed disposal area at any reasonable time and may issue a cease and desist order, establish a schedule of closure or remedial action, or enter into a consent agreement with an owner or operator of a disposal area that violates the provisions of Part 115 or the Part 115 Rules. M.C.L. § 324.11516(3); Mich. Admin. Code r. 299.4203. In addition, a health officer of a certified health department may inspect a solid waste transporting unit that is being used to transport solid waste along a public road or is being used for the overnight storage of solid waste and may order the unit out of service if it does not comply with the requirements of Part 115 or the Part 115 Rules. M.C.L. §§ 324.11525, .11528(3); Mich. Admin. Code r. 299.4205. None of these enforcement and inspection powers, however, has been delegated to a county that does *not* have a certified health department. Therefore, to the extent a county does not have a certified health department, any enforcement and inspection provisions contained in a solid waste management plan are unlawful.

It should also be noted that several counties without certified health departments are attempting incorporating ordinances into their solid waste management plans under the guise of "enforceable mechanisms," which regulate matters that have been delegated solely to a counties that have certified health departments. For example, at least one such ordinance includes a provision that would authorize a county without a certified health department to issue a "stop order" that prohibits the operation of a disposal area in violation of any provision of the ordinance. As discussed above, this authority has been delegated solely to counties with certified health departments. M.C.L. § 324.11516(3). Further, such a "stop order" would operate as a suspension of a license issued under Part 115 without any of the procedural protections provided under the Michigan Administrative Procedures Act. M.C.L. § 24.101 *et seq.*

It should also be noted that, although a solid waste management plan must include a "program and process" to assure that solid waste is properly collected and disposed of, Part 115's planning provisions are not enabling legislation for county ordinances. M.C.L. § 324.11533(1). The "program and process" included in a solid waste management plan is only "enforceable" to the extent the plan incorporates "enforceable mechanisms" that are specifically authorized under enabling statutes other than Part 115. M.C.L. § 324.11538(1)(f). Although the Legislature contemplated that "enforceable mechanisms" may include ordinances,¹¹ Part 115 expressly states that it does not "validate or invalidate an ordinance adopted by a county" for purposes of assuring solid waste collection and disposal. M.C.L. § 324.11531(2). Thus, it is clear that the Legislature intended that Part 115 would not operate as enabling legislation for the adoption of such enforceable mechanisms. Such authority, if any, must be specifically delegated to counties in some other enabling legislation. Accordingly, to the extent a solid waste management plan incorporates a county ordinance that provides enforcement powers to a county, MDEQ may not approve such a

¹¹Part 115 defines the term "enforceable mechanism" as "a legal method whereby the state, a county, a municipality, or a person is authorized to take legal action to guarantee compliance with an approved county solid waste management plan. Enforceable mechanisms include contracts, intergovernmental agreements, laws, ordinances, rules and regulations." M.C.L. § 324.11503(5).

plan until MDEQ has reviewed each provision of that ordinance and determined that it has been authorized by some enabling legislation and does not exceed a county's delegated authority under that legislation.

TRANSPORTER LICENSING

A solid waste management plan may not impose a licensing requirement on solid waste transporting units. Nothing in the Part 115 or Part 115 Rule provisions discussed above authorizes a county to implement such a licensing program. Rather, Part 115 imposes certain minimum requirements on solid waste transporting units. See M.C.L. § 324.11528(1); Mich. Admin. Code r. 299.4601(1). While MDEQ, a health officer of a certified health department, or a law enforcement officer may order a solid waste transporting unit out of service if it does not comply with these minimum requirements, Part 115 is expressly "intended to encourage the continuation of the private sector in the solid waste . . . transportation business *when in compliance with the minimum requirements of this part.*" M.C.L. §§ 324.11528(3), .11548(2) (emphasis added). Moreover, as discussed in the previous section, Part 115's planning provisions do not operate as enabling legislation for counties to adopt ordinances regulating the transportation of solid waste. It should be noted that the Legislature repealed Part 115's licensing requirement for solid waste transporting units in 1979. See 1979 Public Act 10. Therefore, licensing requirements applicable to solid waste transporting units exceed a county's authority and a solid waste management plan containing such requirements (or incorporating an ordinance containing such requirements) may not be approved by MDEQ.

SEVERABILITY CLAUSE

The provisions of a solid waste management plan are not severable. Part 115 does not authorize such piecemeal revisions to a solid waste management plan without following the specific plan amendment procedures set forth in Part 115 and the Part 115 Rules. *Michigan Waste Systems, Inc. v. Department of Natural Resources*, 157 Mich. App. 746 (1987). Rather, an amendment to a solid waste management plan to remove an unlawful provision must proceed through a specific five-step approval process. M.C.L. § 324.11535; Mich. Admin. Code r. 299.4708, .4709. To the extent any portion of a plan is declared unlawful or invalid and the county does not properly amend its plan to remove the offending provision, MDEQ must withdraw its approval of the entire plan and establish a schedule for the county to amend the plan in order to comply with Part 115. M.C.L. § 324.11537(2). Therefore, counties and MDEQ should make every effort at this time to ensure that each plan fully complies with Part 115.

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LOCAL ORDINANCES

ORDINANCE NO. 235

AN ORDINANCE TO REGULATE REFUSE COLLECTION AND DISPOSAL PRACTICES IN THE CITY OF WILLIAMSTON.

THE CITY OF WILLIAMSTON ORDAINS:

Section 1: Title: An Ordinance to Regulate Refuse Collection and Disposal Practices in the City of Williamston.

Section 2: Short Title: This ordinance shall be referred to as "The Refuse Management Ordinance of the City of Williamston".

Section 3: Refuse Management: The ordinance.

ARTICLE I - PURPOSE AND INTENT

Section 1.1. DECLARATION OF NECESSITY. This ordinance is necessary to govern the storage, collection, transportation, reclamation, diversion, and disposal or recycling of refuse, garbage, rubbish and other rejected, unwanted or discarded waste materials within the limits of the City so that the public health, safety and welfare may be protected.

Section 1.2. RESPONSIBILITY OF OWNERS AND OCCUPANTS. Every owner, occupant or person in possession of any premises in the City is required to have accumulations of refuse removed and disposed of in accordance with this Ordinance and rules and regulations promulgated hereunder. The City shall provide for such refuse removal services, which may include recycling services, for residential premises, at the charges specified by the City Council for such services. Every owner, occupant or person in possession of multiple residential or non-residential premises shall be responsible for the storage, collection and disposal or recycling of refuse by any means authorized by law.

Section 1.3. RULES AND REGULATIONS. The City Manager is authorized to make such rules and regulations as from time to time appear necessary to carry out the intent of this Ordinance; provided such rules are not in conflict with this Ordinance or any other ordinance of the City or other governmental unit subject to approval by the City Council. Failure to observe any approved rule or regulation shall constitute a violation of this Ordinance. Such rules and regulations shall be published and available for distribution at the City

Clerk/Treasurer's office.

Section 1.4. COMPLIANCE REQUIRED. No owner, occupant, tenant, lessee of any building, structure, property or premises in the City shall store, collect, transport, or dispose of any refuse, garbage, rubbish and other rejected, unwanted or discharged waste materials, except in compliance with this Ordinance and applicable State, Federal and local laws, rules and regulations.

ARTICLE II - DEFINITIONS

Section 2.1. MEANING AND INTERPRETATION. For the purpose of this Ordinance the following terms, phrases, words, and their derivations shall have the meaning given. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender; and, vice versa unless the context shall otherwise indicate.

"Approved Disposal Area": A solid waste transfer facility, incinerator, sanitary landfill, processing plant or other solid waste handling or disposal facility utilized in the disposal of solid waste, as approved by the City, the County Health Department and the Ingham County Solid Waste Management Plan and applicable State law, rules and regulations.

"Approved Incinerators": Incinerators constructed, approved and operated in accordance with the applicable City Building Code and state Mechanical Code, as amended from time to time, and the Michigan Department of Natural Resources. The incinerator is not an industrial furnace as defined in 40 C.F.R. 260.10.

"Bulky Waste": Stoves, refrigerators, water tanks, washing machines, furniture and other household waste of this nature.

"Bundle": Tree, shrub and brush trimmings two (2) inches in diameter or newspapers and magazines securely tied together forming an easily handled package not to exceed four (4) feet in length or fifty (50) pounds in weight.

"City": The City of Williamston, a Michigan municipal corporation, acting by and through its officers and agents.

"City Contractor": A licensed person, firm or corporation with whom the City has entered into a contract for the collection, transport and disposal of refuse from residential premises within the City.

"City Manager": The City Manager or authorized representative.

"Commercial Refuse": The miscellaneous waste material such as garbage, rubbish and ashes resulting from operation of business enterprises and institutions. Such term includes construction waste, but excludes industrial trade waste.

"Compost": The process by which biological decomposition of yard clippings and vegetative food wastes is carried out under controlled aerobic conditions which results in a stable humus-like material.

"Construction Waste": Waste from building construction, alteration, demolition or repair and dirt from excavations.

"Containers": A receptacle with a capacity of 20 gallons or greater but not more than 32 gallons, constructed of plastic, metal or fiberglass.

"County Health Department": The Ingham County Health Department, its assistants or authorized deputies.

"Curbside Unlimited": A residential premise refuse collection service option which allows the customer to place an unlimited amount of residential refuse generated at said residential premise at the curb for pickup once a week.

"DNR": The Michigan Department of Natural Resources.

"Elderly": A person who is age sixty-five (65) years or older and head of the household at the service address.

"Garbage": 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.

"Handicapped": A person who is head of household at the service address, who has any physical or mental impairment which substantially limits one or more of such person's life

activities and who (1) is certified as being physically disabled by a licensed physician, or (2) is certified as being mentally disabled by a licensed psychiatrist or registered psychologist, the Veterans Administration, the Social Security Administration, or the Ingham County Health Department.

"Hazardous Waste": Waste or a combination of waste and other discarded material including solid, liquid, semisolid or contained gaseous material which because of its quantity; quality; concentration; or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or increase in serious irreversible illness or serious incapacitating, but reversible illness, or pose a substantial present or potential hazard to human health or the environment, if improperly treated, stored, transported, disposed of, or otherwise managed. Hazardous waste does not include material which is sold for recycling or treatment and stored for one (1) year or less, or solid or dissolved material in domestic sewage discharge, or solid or dissolved material in an irrigation return flow discharge, authorized industrial discharge to a municipal treatment system, or industrial discharge which is a point source subject to permits under section 402 of title IV of the federal water pollution control act, chapter 758, 86 Stat. 880, 33 U.S.C. 1342, or is a source, special nuclear, or by-product material, as defined by the atomic energy act of 1954, chapter 1073, 68 Stat. 919. (See Hazardous Waste Management Act of Michigan, No. 64, P.A. of 1979, as amended.)

"Industrial Waste": All trade wastes peculiar to industrial manufacturing or processing plants, including hazardous refuse, but not including commercial refuse.

"Licensee": A person who has been issued a license by the City to collect, transport or dispose of refuse.

"Multiple Residential Premise": A parcel of land containing five (5) or more residential units.

"Non-Residential Premises": Commercial, industrial or other institutional premises.

"Open Burning": Any fire wherein the products of combustion are emitted into the open air and are not directed through a stack, chimney or approved incinerator.

"Person": A natural person, firm, partnership, association or corporation.

"Plastic Bags": Polyethylene or similar plastic bags of not less than 1 1/2 mils thickness, designed to store refuse and secured in a manner to prevent spillage, leakage or other release of its contents by the use of wire, string or ties appropriate for this purpose. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

"Premises": A parcel of land consisting of a lot(s) or portion(s), including any buildings, improvements or appurtenances, which, by legal construction or by actuality, form one enclosure.

"Qualified disabled person": An individual who:

- (a) Is disabled by a physical or mental impairment that substantially limits one or more of the major life activities of such individual, has a record of such an impairment or is regarded as having such an impairment;
- (b) Does not reside with a non-disabled adult; and
- (c) Requires reasonable modifications to participate in and receive recycling services.

"Recycling": The collection and separation of discarded used, scrap or waste materials with the intent to convert such into raw materials or new products.

"Refuse": Putrescible and non-putrescible solid wastes, except body wastes, and including garbage, rubbish, ashes, incinerator ash, incinerator residue, small dead animals, and solid construction, hazardous, industrial and market wastes.

"Residential Premises": A parcel of land containing four (4) or fewer residential units.

"Residential Refuse": Refuse generated from normal household use, excluding commercial refuse, construction waste, hazardous waste, industrial waste or small dead animals exceeding ten pounds in weight.

"Residential Unit": A dwelling, primarily for providing living accommodations, occupied by any person or group comprising a single family unit. It shall have no significant producing or processing activity of a commercial, industrial or institutional nature.

"Rubbish": Non-putrescible solid waste, excluding ashes, consisting of both combustible and noncombustible waste, including paper, cardboard, metal containers, yard clippings,

wood, glass, bedding, crockery, demolished building materials, or litter of any kind that may be a detriment to the public health and safety.

"Small Dead Animals": Carcasses of small animals, fish and fowl not exceeding ten (10) pounds in weight.

"Storage": The accumulation of materials which are awaiting collection, transportation and disposal.

"White goods": Large household appliances such as clothes washing machines or dryers, stoves, refrigerators, freezers and water heaters.

"Yard clippings": Leaves, grass clippings, vegetable or other garden debris, shrubbery, or brush or tree trimmings less than 4 feet in length and 2 inches in diameter, that can be converted to compost humus. This term does not include stumps, agricultural waste, animal waste, roots, sewage sludge, or garbage.

ARTICLE III - PREPARATION, STORAGE AND REMOVAL OF REFUSE FROM MULTIPLE RESIDENTIAL AND NON-RESIDENTIAL PREMISES

Section 3.1. PREPARATION OF GARBAGE. All garbage intended for collection shall be drained free of all liquid and wrapped or placed in closed containers.

Section 3.2. CONSTRUCTION WASTE. The owner, contractor, occupant, or other person responsible for construction work shall remove from the land, within a reasonable time after completion, all surplus construction material and all construction waste, to an approved disposal areas.

Section 3.3. COMMERCIAL REFUSE. Every owner, occupant or person in possession of a commercial establishment shall be responsible for storage, collection and disposal of refuse by contracting with a person licensed by the City or by the use of an approved incinerator. Commercial establishments shall include establishments for group eating, such as clubs, restaurants and institutions, and establishments such as markets, commission houses, grocery stores, fruit and vegetable stands, bakeries, canneries, butcher shops and similar establishments. Garbage and food waste need not be wrapped but shall be placed or stored in covered or closed containers. No garbage of food waste of any description shall be placed or stored in any uncovered receptacle, nor shall garbage be

burned in any container, receptacle or unapproved incinerator.

Section 3.4. CONTAGIOUS MATERIALS; DISPOSITION OF MEDICINES, POISONS, ETC.. All materials which may be contagious, such as bandages, dressings, sputum cups, soiled tissues, etc., from hospitals, clinics, convalescent homes, nursing homes, doctors' offices or any other source, shall be burned in approved incinerators. Where incinerator approval cannot be granted, contagious materials shall be wrapped or otherwise disposed of in accordance with applicable local, State and Federal laws, rules and regulations.

Medicines or poisons from domestic sources, hospitals, clinics, convalescent homes, nursing homes and similar sources shall be disposed of in accordance with applicable law. The Hazardous Waste Management Act of Michigan, No. 64 of 1979, as amended from time to time, shall apply where appropriate.

Section 3.5. HAZARDOUS WASTE. Hazardous waste shall be the responsibility of the person who produced, used, or possessed the same, and shall not be disposed of within the City, or allowed to be collected, stored, or transported within the City without written approval of the City Manager. The Hazardous Waste Management Act of Michigan, No. 64 of 1979, as amended from time to time, shall apply where appropriate.

Section 3.6. INDUSTRIAL WASTE. All industrial waste shall be disposed of by the industrial, manufacturing or processing plant generating such waste under such methods and conditions as shall be approved by applicable law.

Section 3.7. PATHOGENIC AND RADIOACTIVE WASTE. All pathogenic and radioactive waste shall be disposed of by the hospital or institution generating such waste in compliance with The Hazardous Waste Management Act of Michigan, No. 64 of 1979, as amended from time to time.

Section 3.8. OTHER REFUSE CATEGORIES. A person wishing to collect, dispose of or transport any category of refuse not provided for in this Ordinance or who wishes to dispose of any category of refuse in a manner not provided for in this Ordinance must receive approval from the City Manager and then only in accordance with applicable law and the rules and regulations promulgated hereunder.

Section 3.9. INCINERATORS; GARBAGE DISPOSAL UNITS. Incinerators used for the disposal of refuse must comply with the

standards of, and receive the approval of all local, State and Federal authorities.

Special incinerator permits may be secured from the City Building Inspector and where applicable, from the DNR, Air Pollution Control Division, Lansing, Michigan.

The use of garbage disposal units is permitted if such units comply with applicable local, State and Federal laws, rules and regulations.

Section 3.10. CONTAINERS; RECEPTACLES. In the case of multiple residential and non-residential premises the owner and/or occupant of said premises shall provide containers or receptacles of sufficient number and size for the storage of refuse between collections. All containers and receptacles shall be kept clean and in good repair.

Section 3.11. CONSTRUCTION AND DEMOLITION SITES. All construction and demolition sites shall require adequate numbers of receptacles, bulk containers or detachable containers for loose debris, paper, building materials waste, scrap building materials, and other trash produced by those working on the site. All loose refuse shall be containerized by the end of each day, and the site shall be kept in a reasonably clean and liter-free condition. Dirt, mud, construction materials or other debris deposited upon any public or private property other than the construction or demolition site shall be immediately removed by the contractor to an approved site.

Section 3.12. LOADING AND UNLOADING AREAS. All loading and unloading areas shall be provided with an adequate number of refuse containers or receptacles for loose debris, paper, packaging materials and other trash. The number of containers or receptacles required for each such area shall be governed by the need to maintain a clean, neat and sanitary premises, as directed by the City Manager or his authorized representative.

Section 3.13. PARKING LOTS. All parking lots, including drive-in restaurants, taverns, shopping centers, supermarkets and grocery stores shall have an adequate number of refuse containers or receptacles. It shall be the obligation of all persons using parking areas to use such refuse receptacles or containers as hereinabove provided for the purposes intended, and it shall be unlawful for any person to dump, scatter, or throw upon any such parking lot, any refuse, garbage, or trash of any kind.

Section 3.14. PICNICS; GATHERINGS. Unless otherwise provided for by the City or the owner or possessor of the premises, it shall be required that any gathering of persons for amusement, picnics, reunions or similar activities which may produce refuse shall provide containers or means of collection, transportation and disposal of said refuse. Each person in attendance shall be deemed responsible for compliance with this law.

Section 3.15 STORAGE.

3.15.1. Every owner, occupant or person in possession of multiple residential and non-residential premises in the City shall provide adequate numbers of proper containers or receptacles, as provided in this Article. Containers must be located in such a manner as to prevent them from being overturned. Receptacles and containers shall be kept in a clean and sanitary condition and free from any substance which will attract or breed flies, mosquitoes or other insects. No container or receptacle shall have ragged or sharp edges or any other defect liable to hamper or injure any person depositing refuse in or collecting the contents thereof.

3.15.2. Each container shall be constructed of substantial plastic, metal or fiberglass, have a tightly fitting lid, be portable, watertight and vectorproof and verminproof and be provided with handles or bails. The mouth of a container shall have a diameter greater than or equal to that of the base. Wrapped garbage and other refuse may be deposited in plastic bags.

3.15.3. Rubbish and yard waste which cannot be secured in a container may be secured in bundles or may be deposited in plastic bags.

3.15.4. For bulky waste, containerization is not required. However, such bulky waste items shall be secured so as to prevent scattering.

3.15.5. It shall be unlawful for any person to use plastic bags for unprotected outdoor storage of refuse other than for leaves or other lawn debris, except that plastic bags containing all forms of refuse may be set out for scheduled collection. Storage of plastic bags containing refuse shall be considered "unprotected" when not used as liners for cans or galvanized metal or other approved construction or not placed in an enclosure affording reasonable protection from damage by animals.

**ARTICLE IV - PREPARATION, STORAGE AND REMOVAL
OF REFUSE FROM RESIDENTIAL PREMISES**

Section 4.1. COLLECTION NOT REQUIRED. The City Contractor shall not be required to collect commercial refuse, construction waste, hazardous waste, industrial waste or other refuse which is not generated from normal residential use of premises.

Section 4.2. PREPARATION OF REFUSE FOR DISPOSAL. Garbage shall be wrapped or placed in closed containers. Rubbish shall be placed in a container so as to prevent scattering or littering, or may be cut, baled, tied, bundled or packaged so as not to exceed fifty (50) pounds in weight or four (4) feet in length. Residential refuse that is larger than can be stored according to this section shall be stored in accordance with rules and regulations promulgated pursuant to this Ordinance.

Section 4.3. STORAGE.

4.3.1. Every owner, occupant or person in possession of residential premises in the City shall provide for his or her residential unit adequate numbers of proper containers or receptacles, as provided in this Article. Containers must be located in such a manner as to prevent them from being overturned. Receptacles and containers shall be kept in a clean and sanitary condition and free from any substance which will attract or breed flies, mosquitoes or other insects. No container or receptacle shall have ragged or sharp edges or any other defect liable to hamper or injure any person depositing refuse in or collecting the contents thereof.

4.3.2. Each container shall be constructed of substantial plastic, metal or fiberglass, have a tightly fitting lid, be portable, watertight and vectorproof and verminproof and be provided with handles or bails. The mouth of a container shall have a diameter greater than or equal to that of the base. Wrapped garbage and other refuse may be deposited in plastic bags.

4.3.3. Rubbish and yard waste which cannot be secured in a container may be secured in bundles or may be deposited in plastic bags.

4.3.4. For bulky waste, containerization is not required. However, such bulky waste items shall be secured so as to prevent scattering.

4.3.5. It shall be unlawful for any person to use plastic bags for unprotected outdoor storage of refuse other than for leaves or other lawn debris, except that plastic bags containing all forms of refuse may be set out for scheduled collection in accordance with Section 4.4. below. Storage of plastic bags containing refuse shall be considered "unpr-

ected" when not used as liners for cans or galvanized metal or other approved construction or not placed in an enclosure affording reasonable protection from damage by animals.

Section 4.4. TYPES OF COLLECTION. Contractor shall provide, curbside unlimited with or without curbside recycling, yard waste container service, and provision for use of plastic bags as defined by this Ordinance to each residential premise one time per week. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (excluding approved alleys). Or a place both convenient for the City Contractor and customer but in no case shall the City Contractor be required to enter a garage or dwelling.

Section 4.5. REFUSE TO BE COLLECTED. The City Contractor shall collect refuse and recyclable items on the designated collection day except for holidays when refuse will be collected the following day, excluding holidays or Sundays, or unless published to the contrary. Collection shall be subject to weather conditions and other conditions beyond the control of the City Contractor. Each owner and/or occupant of a residential premise may place for pickup only refuse generated by each residential unit owned, leased or occupied by him.

Section 4.6. LOCATION OF CONTAINERS, BAGS, BULKY WASTE FOR COLLECTION - REMOVAL OF DOORS FROM APPLIANCES. For curbside unlimited collection, all containers, bags, bundles and bulky wastes and recyclable items shall be placed at curbside in a manner to prevent scattering. The City Contractor may decline to collect any container, bag, bundle or bulky waste item so placed. Doors from refrigerators and freezers must be removed before being stored for collection.

It shall be incumbent upon tenants, lessees, occupants, possessors or owners of premises to provide a safe and convenient entrance to and through the premises for the purpose of collecting garbage. Containers shall be placed where collectors may pick up and empty same without attack from animals.

Garbage and refuse shall not be stored in close proximity to other personal effects which are not desired to be collected but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

Section 4.7. TIME FOR DEPOSITING REFUSE FOR COLLECTION. No garbage or refuse shall be placed for collection earlier than

1:00 p.m. on the day prior to scheduled collection. After the collection of container contents has been made, empty containers shall be removed by the customer from the curb area no later than 9:00 a.m. on the day following collection.

ARTICLE V - PROHIBITED PRACTICES

Section 5.1. Nuisances Prohibited. Accumulations or deposits of refuse remaining on premises are hereby declared to be a nuisance. No owner or occupant of a residential unit or units shall permit the accumulation of refuse upon the residential premises for a period of more than seven (7) days. No person shall permit accumulations or deposits of refuse to remain upon premises occupied or owned by him except as permitted by this Ordinance.

For the purposes of this ordinance compost materials by reason of production of odors, attraction of vermin or rodents, and size may be deemed a nuisance.

The City shall first investigate the existence of the alleged nuisance to determine whether or not a nuisance, as defined in this section, exists and to further determine the person who has created or is committing or maintaining such nuisance. The City shall then give written notice to the person responsible for the creation, commission or maintenance of such nuisance, specifying in particular the nature thereof, the corrective action to be taken to abate the same and the time limit for abatement of such nuisance, which shall be a reasonable time. Such notice shall be served by pre-paid mail upon the last known owner and occupant, and if such person cannot be found, posted prominently and securely upon said premises for at least fourteen (14) days before any abatement action is taken. If, at the expiration of the time limit in such notice, the person responsible for the commission, creation or maintenance of the nuisance has not complied with the requirements thereof, the City shall carry out the requirements of such notice. The cost of such abatement shall be a debt owed the City by the person responsible for the commission, creation or maintenance of such nuisance, and if the nuisance is attributable to the use, occupancy or ownership of any land or premises within the City, shall be charged against such premises in the same manner as a special assessment.

Section 5.2. INTERFERENCE WITH CONTAINERS AND REFUSE. No person other than the owner or person lawfully in control of

any premises or any authorized employee of a person licensed by the City for the collection or removal of refuse, shall interfere in any manner with a container or plastic bags used for the accumulation or handling of rubbish or remove any such container from the location where it shall have been placed by the owner or person lawfully in control of the premises; nor shall any such person disturb or remove refuse or recyclable items placed for collection.

Section 5.3. UNLAWFUL DUMPING. No person shall dump, deposit, place, or scatter any refuse, ashes or yard wastes within the limits of the corporate limits of the City; except at an approved disposal area and in compliance with applicable local, State and Federal laws, rules and regulations.

Section 5.4. LITTERING; SCATTERING OF REFUSE. No person shall cast, spill, place, sweep, or deposit anywhere within the City any refuse in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway, or other public place, or into any other premises within the City.

The owner and/or occupant of any premise shall clean up and remove any scattered refuse resulting from the breakage, opening or handling of any container, plastic bag or receptacle placed by him for collection from the premises after the same has been scattered.

Section 5.5. VACANT LOTS. Any person owning or having a possessory interest in any lot or portion of land within the City which is vacant or not constituting a premises, shall be responsible for securing, collecting and disposal of refuse which may accumulate thereon by contracting with a person licensed in accord with the requirement of this Ordinance; or, by self-removal through proper collection and storage of refuse, transporting the refuse in a manner to permit littering or any other nuisances, and depositing the same at an approved disposal area, in accordance with applicable local, State and Federal laws, rules and regulations.

Section 5.6. OPEN BURNING PROHIBITED. No person shall kindle or maintain any open fire or authorize any such fire to be kindled or maintained on any premises. This restriction shall not apply to residential fireplaces or to the use of charcoal and similar materials for the purpose of food preparation.

Section 5.7. SCAVENGING. After the effective date of this

Ordinance it shall be unlawful for any person to rifle, damage, or destroy the bags or containers of refuse and recyclable items placed for storage.

**ARTICLE VI - RATES; BILLING;
ASSESSMENTS - RESIDENTIAL PREMISES**

Section 6.1. ESTABLISHING RATES; RESIDENTIAL. The City Council shall establish by resolution all rates and fees for residential premises refuse collection. Such rates shall be subject to revision by the City Council from time to time.

Section 6.2 RESPONSIBILITY FOR PAYMENT. In the case of residential premises containing more than one dwelling unit which is billed separately for water and sewer charges by the City Clerk/Treasurer, such fees shall be billed to the person who is the customer of the City Clerk/Treasurer. In the case of residential premises containing more than one dwelling unit served by a single water and sewer bill, so that occupants or tenants cannot be billed separately by the Clerk/Treasurer's Office, such fees as are prescribed by this Ordinance shall be billed to the customer of the single utility bill who shall be liable for the service fee for said premises. Owners and/or occupants of residential premises who are not customers of the City Treasurer shall be billed individually.

Although the occupant or person in possession of the residential premises may make arrangement with the City for payment of rates for the required refuse service, the owner of record, as title holder as reflected in the records of the City Assessor, shall be responsible for all refuse collection charges for service to owner's residential premises.

Section 6.3. CONTINUING SERVICE; OCCUPANCY. Residential premise refuse collection and appropriate charges for service shall continue, regardless of the customer's response to the billing procedure, so long as the residential unit is deemed occupied. It shall be the responsibility of the owner of the premises to advise the City or its Contractor of any change in occupancy of the residential unit for purposes of service and billing.

Section 6.4. EXCEPTIONS TO PAYMENT. It shall be the duty of any owner and/or occupant of a residential premise to notify the City Clerk/Treasurer's Office if said premises are being vacated between billing periods. It shall be the duty of any

owner and/or occupant entering into any residential premise in the City of Williamston to notify the City Clerk/Treasurer's Office immediately to avoid delay in billing and collection procedures.

No charge shall be levied on and no refuse collection shall be rendered to the owner and/or occupant of a residential premise when said premises are temporarily vacated as established by the City.

Section 6.5. ELDERLY/HANDICAPPED DISCOUNT. All elderly and handicapped person as hereinbefore defined shall receive a discount for residential refuse service by the City Contractor as determined by the City Council from time to time.

Section 6.6. BILLING OF SERVICE FEE. The service fee for removal of refuse by the City Contractor shall be established by the City Council from time to time.

Section 6.7. BILLING PROCEDURES. The following billing procedures shall be controlling as to residential premises refuse collection service.

6.7.1. Statements shall be rendered bi-monthly and be payable to the City at the Office of the City Clerk/Treasurer and other locations as may be designated.

6.7.2. The billing statement shall be payable on or before the due date shown on the statement. Payment date shall constitute the date upon which payment is received at the appropriate office. A late charge of ten (10%) percent of the unpaid bill shall be assessed on all bills paid more than thirty (30) days after the due date.

Section 6.8. LIEN ON RESIDENTIAL PREMISES; ASSESSMENT; PAYMENT.

6.8.1. The charges for residential premises refuse collection shall constitute a lien on all said premises.

6.8.2. In addition to the methods of collection and fees imposed in this Ordinance, the City Clerk/Treasurer shall, on June 30 and November 30, certify all unpaid charges for such service furnished to any premises which, as of these dates, have remained unpaid for a period of six (6) months, to the City Assessor who shall place the same on a special assessment roll of the City, and shall be collected and enforced in the same manner as special assessments.

6.8.3. If the City is properly notified that a tenant is responsible for residential refuse service charges, the City shall require a tenant deposit of fifteen (\$15.00) dollars which shall be applied to the final bill upon termination of

refuse service to said tenant.

ARTICLE VII - CONTRACT: LICENSING

Section 7.1. CONTRACT; RESIDENTIAL PREMISES. The City Council may, either by advertising for bids or otherwise, enter into an exclusive contract with the mutual consent of a Contractor, which shall be licensed, or extend the term thereof, with such person as the Council of the City of Williamston may deem best able to collect and dispose of residential refuse in the City of Williamston in accordance with the best interests of the City and its citizens. The Contractor shall be the only person allowed to provide residential refuse collection and disposal services within the City or within the boundaries prescribed by the limitations of this Ordinance. The contract documents shall contain provisions that the City Contractor shall collect and dispose of refuse from all residential premises in the City in full compliance with this Ordinance and applicable local, State and Federal laws, rules and regulations.

Section 7.2. COLLECTION AND DISPOSAL AS BUSINESS; LICENSE REQUIRED. No person shall engage in the business of collection, transportation or disposal of refuse in the City without first obtaining a license therefor as provided in this Article. All persons other than persons disposing of their own refuse, shall obtain a license and be subject to the provisions of this Article as though, such persons were engaged in the business of collecting, transporting or disposing of refuse in the City.

Section 7.3. LICENSE APPLICATION. Application for a license under this Article shall be made in writing to the City Clerk/Treasurer's office upon forms furnished by such office along with the appropriate license fee established in the regulations and each applicant in such application shall state his residence and business address, the number, year and style of conveyances and vehicles to be used and owned by the applicant, the vehicle identification numbers of the motor vehicles and the places where such vehicles are parked overnight. Such application shall also contain an agreement by the applicant to obey, abide by and comply with all provisions of this Ordinance and all other laws, ordinances, rules and regulations applicable to the conduct of such business now in force or which may hereafter be adopted.

Section 7.4. EQUIPMENT INSPECTION. Before any license is

granted to any applicant under this Article, all equipment used or to be used by such applicant in the conduct of the business of refuse collection, transporting or disposal shall be inspected and approved by the Police Department.

Section 7.5. INDEMNIFICATION. A licensee shall pay any judgment which may be obtained against the City, alone or jointly with such licensee, on account of any injury or damage to person or to property by reason of any license granted under this Article. The licensee shall intervene and defend any such suit or action upon written notice thereof given by the City.

Section 7.6. VEHICLE REQUIREMENTS. All vehicles of any licensee carrying refuse under this Article shall have on both sides thereof a sign containing the name of the licensee, with the telephone number and the number of the vehicle, all of which shall be painted thereon in plain and unobscured letters not less than four inches in height. The number of the vehicle shall be registered in the Office of the City Clerk/Treasurer.

Section 7.7. ISSUANCE OF LICENSE. If the applicant has complied with all of the provisions of this Article and all Ordinances of the City of Williamston applicable to the applicant and business for which the license is made, the City Clerk/Treasurer shall issue the license herein provided for.

Section 7.8. STICKERS. Upon the granting of a license and the fulfillment of the conditions imposed by this Article, the City Clerk/Treasurer shall furnish each licensee a sticker for each vehicle registered, which shall be conspicuously displayed on or behind the windshield by the driver at all times.

Section 7.9. FEE, BONDING AND INSURANCE REQUIREMENTS. Every person who engages in the business of collection, transportation or disposal of refuse in the City shall meet fee requirements of this Ordinance and any bonding and insurance requirements imposed by the City Manager. The license year shall be from January 1 to the succeeding December 31 and the fee shall be payable in advance.

Section 7.10. COMPLIANCE OF LICENSEE. The licensee shall at all times comply with all requirements of this Article and all rules and regulations issued pursuant to this Ordinance.

Section 7.11. LICENSE DENIAL, SUSPENSION AND REVOCATION.

The City Manager may deny, suspend or revoke any license granted hereunder for cause after an informal hearing is requesting in writing by the affected licensee.

Any licensee aggrieved by a final decision of the City Manager shall have the right to a hearing before the City Council provided that a written request is filed with the City Clerk/Treasurer within five (5) days after receipt of notice of the City Manager's decision. During the pendency of any such appeal, the final determination of the City Manager shall remain in full force and effect.

Section 7.12. VEHICLE MAINTENANCE. Vehicles used in the transportation of refuse shall be kept clean and in good repair. The hauling body shall be watertight and completely enclosed on all sides. Vehicles shall be maintained and operated so that no portion of their contents is spilled or allowed to remain on any public highway. All vehicles shall be cleaned at intervals frequently enough to maintain the unit in a sanitary condition and as free from disagreeable odor as possible to prevent nuisance or vermin attraction. A vehicle that fails to meet the requirements of this Article shall be removed from service until it complies or its use shall be discontinued.

Section 7.13. VEHICLE OPERATION.

7.13.1. The openings of each vehicle shall be closed and doors or covers shall be secured by an adequate latch or restraining mechanism to keep them closed while transporting refuse. The driver and licensee shall see that the available cover is in the proper position. A special covering shall be used where conditions require control of odor, vermin, liquids, dust or smoke.

7.13.2. Each vehicle shall be loaded in a manner to minimize the spilling of materials. It shall be the duty of contractors to transfer the contents of all containers for which they have contracted with a customer into vehicles licensed under this Article, using care to avoid spilling any garbage, rubbish or waste. It shall be the duty of the operator or his or her designated agent to clean up all garbage or rubbish spilled during collection and completely empty the containers and replace the lids thereon.

7.13.3. Where spillage does occur from a refuse transporting unit, the material shall be picked up by the operator or a designated agent as soon as possible and the area suitably cleaned.

7.13.4. Each vehicle, when transporting refuse, shall be emptied only in approved disposal areas.

7.13.5. No vehicle shall be parked in a residential area longer than necessary to collect refuse unless it is parked not less than five hundred (500) feet from adjacent residences. The 500-foot requirement does not apply to vehicles parked at one's own residence if a nuisance is not created. Vehicles shall not be parked, stored or established at any location so as to cause a hazard to health or at any residentially zoned location so as to cause a nuisance.

7.13.6. All licenses shall provide a telephone to receive complaints through at least normal daytime business hours and provide someone to answer and resolve such complaints within twenty-four (24) hours.

7.13.7. Licenses collecting in early morning hours shall use every precaution to prevent unnecessary noise.

7.13.8. The licensee shall not damage cans which are owned by customers or other property while making collections and shall return cans to their location or designated place.

7.13.9. The licensee servicing residential customers shall provide each customer a minimum of one pick-up per week in accordance with a pick-up schedule approved by the City Council.

7.13.10. No refuse shall be collected from residential premises in the City except between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE - PENALTY

Section 8.1. PENALTY. Whoever violates or fails to comply with any provisions of this Ordinance shall be fined not more than Five Hundred (\$500.00) Dollars or imprisoned not more than ninety (90) days or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or non-compliance occurs or continues.

Section 4: ORDINANCE REPEALED. Ordinances Number 73 and 75 and parts of any other Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published in accordance with the provisions of the Charter of the City of Williamston and State law and shall be effective 15 days from the date of adoption.

Introduced: October 11, 1993

Adopted: November 8, 1993


Robert A. Eppelheimer, Mayor


Rebecca J. Ruttan,
City Clerk/Treasurer

**NUISANCE ORDINANCE
TOWNSHIP OF VEYAY, MICHIGAN
ord. no. 5 eff. Jan. 4, 1967**

An ordinance to define and regulate certain nuisances.

**THE TOWNSHIP BOARD OF VEYAY TOWNSHIP, INGHAM
COUNTY, MICHIGAN ORDAINS:**

35.001

Sec. 1. PURPOSE.

The fundamental purpose of this Ordinance is to promote the public health, safety and general welfare of the Township and to prohibit and limit the storage of unused or inoperable motor vehicles, farm machinery, contracting equipment or similar equipment or parts thereof.

(ord. no. 5 eff. Jan. 4, 1967)

35.002

Sec. 2. MOTOR VEHICLES; VALID LICENSE PLATE REQUIRED; EXCEPTION.

It shall be unlawful for any person, firm or corporation to use or permit the parking, storage, or any other use of a motor vehicle on property owned or occupied by them of a motor vehicle that does not bear a current, valid license plate for operation of the motor vehicle on the streets and highways of the State of Michigan. However, it shall not be considered to be a nuisance if on said premises there is not more than one motor vehicle that does not bear a valid license plate as above defined.

(ord. no. 5 eff. Jan. 4, 1967)

35.003

Sec. 3. TIME LIMIT FOR PARKING OR STORAGE; EXCEPTION.

No person, firm or corporation shall park or store any dismantled or inoperable motor vehicle, or parts thereof, or any farm machinery or parts thereof, or any equipment used in building or contracting or parts thereof, or similar equipment or parts thereof on any premises in the Township of Vevay for a period of more than seven (7) days continuously; and no person, firm or corporation shall permit any dismantled, partially dismantled, or inoperable motor vehicle or parts thereof, farm machinery or parts thereof, contracting or building equipment, or parts thereof, or similar equipment or parts

35.000 - 35.003

(4) Inoperable farm machinery shall be farm machinery not used in the last calendar year.
(ord. no. 5 eff. Jan. 4, 1967)

35.007

Sec. 7. PENALTY.

Any person, firm or corporation who shall violate or assist in the violation of any provision of this Ordinance shall be guilty of a misdemeanor punishable by a fine of not more than \$100.00, or by imprisonment in the County Jail for a period of not exceeding ninety (90) days or both such fine and imprisonment. Every day that such violation shall continue shall constitute a separate and distinct violation under the provisions of this Ordinance.

(ord. no. 5 eff. Jan. 4, 1967)

35.008

Sec. 8. ARRESTS.

The Township Board by its duly constituted officers, the Prosecuting Attorney of Ingham County, or the duly appointed attorney for the Township of Vevay may cause complaint to be made for the violations of the provisions hereof.

(ord. no. 5 eff. Jan. 4, 1967)

35.009

Sec. 9. CIVIL PROCEEDINGS.

In addition, the Township Board, by its duly constituted officers, or any person owning real estate in the Township of Vevay may institute appropriate court proceedings to enjoin, abate, or remove any such nuisance per se, or to prevent the continued violation of this Ordinance.

(ord. no. 5 eff. Jan. 4, 1967)

35.010

Sec. 10. REMEDIES CUMULATIVE.

The remedies and penalties provided herein are cumulative and in addition to other remedies provided by law.

(ord. no. 5 eff. Jan. 4, 1967)

35.007 - 35.010

Sec. 11. VALIDITY.

If any section, provision, or clause of this Ordinance, or the application thereof, to any person or circumstance is held invalid, such invalidity shall not affect any remaining portion or application of this Ordinance which can be given effect without the invalid portion or application.

(ord. no. 5 eff. Jan. 4, 1967)

35.011

Sec. 12. EFFECTIVE DATE.

The effective date of this Ordinance shall be thirty (30) days after the passage thereof.

(ord. no. 5 eff. Jan. 4, 1967)

Passed: December 5, 1966

35.012

roof, to remain on any premises owned by said person, firm or corporation in the Township of Vevay for a period of more than seven (7) days continuously. This section shall not apply to dismantled, partially dismantled, or inoperable motor vehicle, or parts thereof, or similar items, stored in a closed building.

(ord. no. 5 eff. Jan. 4, 1967)

35.004

Sec. 4. PERMIT.

Any person, firm or corporation owning a dismantled, partially dismantled, or inoperable motor vehicle, farm machinery, contracting or building equipment, or similar equipment, who is repairing or about to have said vehicle or equipment repaired, may obtain a permit from the Township Clerk to permit said motor vehicle or equipment to remain on the premises for a period of an additional thirty (30) days. A fee of \$5.00 shall be collected by the Township Clerk and paid into the general fund.

(ord. no. 5 eff. Jan. 4, 1967)

35.005

Sec. 5. OUTDOOR STORAGE NUISANCE.

The presence of any dismantled, partially dismantled, or inoperable motor vehicle, or parts thereof, dismantled farm machinery, partially dismantled farm machinery, or inoperable farm machinery, or contracting or building equipment, or similar equipment, outside a closed building on any premises in the Township of Vevay is hereby declared to be offensive to the public health, welfare and safety.

(ord. no. 5 eff. Jan. 4, 1967)

35.006

Sec. 6. DEFINITIONS.

- (1) Motor vehicles are hereby defined as any wheeled vehicle which is self-propelled, or intended to be self-propelled, licensed, or titled.
- (2) An inoperable motor vehicle is defined as a motor vehicle which by reason of dismantling, disrepair, or other cause, is incapable of being propelled under its own power.
- (3) Dismantled and partially dismantled motor vehicles are defined as motor vehicles from which some part, or parts, which are ordinarily a component of such motor vehicle has been removed or is missing.

35.004 - 35.006

35.011 - 35.012

CHAPTER 21¹

RECYCLING AND RESOURCE RECOVERY

2.1 Purpose and Declaration of Policy. This Chapter is adopted for the purpose of protecting the public health and environment and preserving natural resources by reducing the amount of refuse sent to landfills and incinerators, by recovering materials or energy from the wastestream, by encouraging conservation and reuse of natural resources, and by eliminating from the wastestream certain items which present problems to the municipal collection system or the regional landfill when collected and concentrated in the municipal wastestream.

2.10 Definitions.

- (a) "Antifreeze" means ethylene glycol alone or in solution with water, or any other substance added to water in an automotive engine to lower its freezing point.
- (b) "Automotive Service Waste" means antifreeze, oil, and used automotive oil filters.
- (c) "Collection Facility" means an establishment located in Ingham, Eaton, or Clinton County which has registered with the City Manager its willingness to accept automotive service waste from the public for disposal and recycling in an environmentally responsible manner according to performance standards published by the City Manager.
- (d) "Commercial Establishment" means any enterprise, for profit or nonprofit, engaged in the sale or delivery at retail of antifreeze, oil, or automotive oil filters.
- (e) "Oil" means a petroleum-based or synthetic oil which is used as a lubricant for internal combustion engines, transmissions, gears, or axles and which, through use, storage, or handling, has become unsuitable for its original purpose. This does not include oils used for cooking.
- (f) "Person" means an individual, firm, partnership, association, or corporation, public or private, organized or existing under the laws of this State or any other state.

2.11 Mandatory Separation of Automotive Service Waste.

- (a) It shall be mandatory for each occupier of land in the City to separate all automotive service waste from other refuse and solid waste.
- (b) No person shall dispose of such materials, except at a registered collection facility or at a public recycling facility which is operated in an environmentally responsible manner.
- (c) The obligations of §2.11(b) and §2.12 of this Chapter shall be suspended during any period when there are no collection facilities registered with the City Manager.

¹Chapter 21 repealed, Ord. 778, 07-01-90. New Chapter 21 added, Ord. 799, 10-20-92; Ord. 839, 06-20-95.

Chapter 21 - Recycling and Resource Recovery

2.15 Additional Regulations.

- (a) No person shall present used motor oil, antifreeze, or oil filters to any collection facility other than on the days and times and in the quantities authorized by voucher.
- (b) No registered collection facility shall be required to accept used motor oil from any person which is presented in quantities of more than eight (8) quarts. A collection facility may reject used motor oil or antifreeze which is contaminated with any material which will hinder recycling, provided the collection facility advises the person presenting such material in writing of the location of an approved disposal site.
- (c) A registered collection facility may refuse to accept automotive waste if its facilities are temporarily full or otherwise unavailable, provided the facility offers the person presenting the waste a referral to another registered collection facility, or offers an alternative date for return which shall be no more than one (1) week from the date of presentation.

2.16 Enforcement and Penalties.

- (a) The City Police Department, the Director of Code Enforcement and Neighborhood Conservation, and his/her designee are hereby authorized to enforce all provisions of this Chapter through the issuance of appearance tickets/citations pursuant to MCL 764.9(c)(2), as amended and MCL 600.8707.
- (b) Any person who violates any provision of this Chapter, or any regulations promulgated pursuant thereto, shall, upon being found responsible thereof, be responsible for a municipal civil infraction as defined by MCL 600.113(1)(c) and punished by a civil fine not to exceed \$100. Cases commenced under this Chapter shall, to the extent applicable, be commenced by the issuance of a citation in the manner provided by MCL 600.8707 and shall contain the information and be processed pursuant to the provisions of MCL 600.8709 and MCL 600.8711.

Chapter 21 - Recycling and Resource Recovery

2.12 Recovery of Automotive Service Waste. No person shall sell, offer to sell, or deliver at retail antifreeze or oil in quantities of one quart or more, or automotive oil filters, unless the commercial establishment shall offer to accept from the customer for disposal and recycling a like quantity of such used materials.

This obligation may be satisfied by the commercial establishment at the point of sale or delivery by the acceptance of a like quantity of such material for disposal and recycling, if the commercial establishment is a registered collection facility, or by giving to the customer an approved voucher which shall entitle the customer to deliver a like quantity of such product to a registered collection facility for disposal and recovery of the material at no cost to the customer.

2.13 Registered Collection Facilities - Vouchers.

- (a) Performance standards for registered collection facilities shall be drafted by the City Manager in consultation with the East Lansing Fire Chief and shall be filed with the City Council. Any violation of such standards or this Chapter shall be the basis for revocation or denial of registration by the City Manager.
- (b) Each collection facility which registers with the City Manager shall thereby agree that it be designated as a collection facility on all approved vouchers provided to commercial establishments for issuance to customers at the point of sale. Once having registered with the City, no collection facility shall thereafter refuse to accept automotive service waste presented with and in the time and manner indicated on a voucher designating such facility.
- (c) Each approved voucher must legibly state the name and address of all approved collection facilities, the days and times service is available, and an expiration date not less than one (1) year subsequent to the day of sale. The City Manager shall prepare and provide all approved vouchers for commercial establishments to issue to their customers.
- (d) The collection facility may charge the commercial establishment, distributing such voucher, a mutually agreeable fee for the recycling services rendered to the customer receiving the voucher for disposal of oil filters or antifreeze. No fee shall be charged for the disposal of used motor oil presented in the manner required by §2.15(b) of this Chapter.
- (e) Upon registration as a collection facility, each facility shall file with the City Manager a schedule of the days and hours collection services are available, limitations, if any, on the quantity or type of automotive waste to be accepted, and a detailed and understandable rate schedule for disposal of oil filters and antifreeze.

2.14 Public Information. Each commercial establishment shall advise customers of the availability of on-site disposal of such automotive service waste, if available, or the availability of off-site disposal of such material at no cost at registered collection facilities. This information shall be provided by signs at the point-of-sale or shall appear on a voucher.

CHAPTER 22

RUBBISH, GARBAGE, AND COLLECTION

2.21 Definitions--Scope. Unless otherwise expressly stated, the following terms shall, for the purpose of this Code, have the meanings indicated in this article.

2.21.1 General Definitions.

- (1) "Rubbish" shall mean all miscellaneous waste materials and matter resulting from normal household or living conditions, business operations and enterprises, general routine property use and maintenance, and physical construction and installations related to general routine property use, including garbage, waste materials from industrial business operations, and waste materials from the construction or repair of buildings and structures.
- (2) "Garbage" shall mean all rejected food wastes, including every refuse 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 vegetables.
- (3) "Refuse" shall for the purposes of this Chapter mean all forms of rubbish and garbage as herein defined.
- (4) "Yard Waste" shall mean and include, but not be limited to, garden, lawn or tree trimmings, leaves, dead organic matter such as plants, vegetables and weeds, and dead garden plants from the normal household.
- (5) "Bulk Rubbish" shall mean all rubbish, excluding yard waste, of a size or weight that exceeds an appropriate container for storage and collection and can be recycled or disposed of using conventional methods.
- (6) "Special Bulk Rubbish" shall mean all rubbish, excluding yard waste, of a size or weight that exceeds an appropriate container for storage and collection, and that contains hazardous or other materials that require specialized handling or disposal methods.
- (7) "Bulk Rubbish Sticker" shall mean a distinctive sticker, printed with the City Seal, which will readily indicate to City collection crews that the bulk item is to be collected by City crews.
- (8) "Refuse Container Sticker" shall mean a distinctive sticker, printed with the City Seal, which readily indicates to City collection crews that the contents of the thirty (30) gallon rigid container is to be collected by City crews.

Chapter 22 repealed and replaced by Ord. 729, 04-03-90.

§2.21.1 added, Ord. 781, 05-19-92, amended, Ord. 822, 02-15-94.

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2.21.2¹ Terms Defined in Other Chapters Where terms are not defined in this Article and are defined in the building, plumbing, or mechanical codes, they shall have the same meanings ascribed to them as in those codes and other codes as adopted by the City of East Lansing.

2.21.3² Terms Not Defined Where terms are not defined through the methods authorized by this Section, they shall have their ordinarily accepted meanings as the context may imply.

2.22³ Applied Meaning of Words and Terms The following definitions shall apply to any interpretation of this Chapter except where the context clearly indicates that another meaning is intended.

2.22.2 Specific Definitions: "Rubbish" shall include, but not be limited to, the following:

1. Combustible Wastes--paper, paper products, cardboard, tobacco products, leaves, tree and plant trimmings, garden rubbish, yard clippings, discarded Christmas trees and wreaths, discarded plants and flowers, wood, wood products, rubber products such as vehicle tires, rags, discarded clothing, leather products, discarded furniture, furnishings and fixtures, excelsior, trash and junk, and other similar materials or matter.
2. Noncombustible Wastes--concrete, rubble, gravel, stone, rock; residue from the burning of wood, coal, coke, and other combustible materials; plastic containers and products; materials or products comprised of steel, iron, aluminum, and other noncombustible elements; metal frames and products, discarded furniture, appliances and fixtures, glass, crockery, tin cans, mineral matter, scrap metal, parts from motorized and nonmotorized vehicles, discarded plastic and metal toys, small household appliances; trash and other similar materials or matter.

2.23⁴ Prohibited Deposit of Rubbish and Garbage No person shall deposit, throw, or place any rubbish or garbage in any alley, street, river, other public places or private premises except for collection by the City in accordance with the provisions of this Chapter or any other applicable provisions of the City Code. All rubbish and garbage shall have to be generated from the specific East Lansing property from which it is to be collected and shall not have to be transported or otherwise brought to the property for deposit or public or private collection from another property whether within or outside of the City. No person shall permit any rubbish or garbage to accumulate on any premises owned or controlled by him/her for a period longer than the interval between the collection days established for the neighborhood.

¹§2.21.2 added, Ord. 729, 04-13-90.

²§2.21.3 added, Ord. 729, 04-13-90.

³§2.22 added, Ord. 729, 04-03-90.

⁴§2.23 amended, Ord. 729, 04-13-90.

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2.23.1¹ No person shall place for collection by the City or any private hauler, any refuse containing automotive service waste as defined by §2.10 of Chapter 21 of this Code.

2.31 Entry on Premises. The City Manager or designee and any authorized inspector or representative are hereby empowered to enter upon any premises in the City for the purpose of removing or abating rubbish or garbage declared to constitute a public nuisance under this Chapter, Chapter 106 - Nuisances of the City Code, and no person shall molest or interfere with the City Manager or designee or authorized agent while he, she, or they are engaged in removing or abating rubbish, garbage, or litter caused by the scattering of rubbish or garbage as provided herein.

2.32 Collection of Refuse. The City Manager shall establish schedules and methods of collecting refuse and shall, by appropriate means, provide the citizens of the City with information concerning the same; provided, that collection shall not commence before 7 a.m., nor be continued after 6 p.m., except where, for the protection of public health the City Manager may require the extending of the time limit herein fixed; provided, further, that no person shall place refuse containers in the public right-of-way for collection by the City before 8 a.m. of the day preceding the regularly scheduled collection day, or a special collection day requested by the occupant and approved by the Department of Public Works.

2.33² Containers for Refuse.

(1) Duty to Provide. It shall be the responsibility of the owner and occupants of all premises within the City to provide and maintain containers for refuse storage and collection according to the following requirements;

(a) Every owner of a multiple dwelling shall supply and maintain adequate sanitary and safe facilities or containers for the storage and disposal of refuse.

(b) Notice to the responsible person or persons who fail to provide proper or sufficient number of containers or fail to keep containers in a proper condition shall be given by the Group Manager for Public Works or the Director of Code Enforcement and Neighborhood Conservation, and failure to comply with the requirements of such notice within three (3) days shall constitute a violation of the provisions of this Chapter.

(2) Type of Container - Single-Family and Two-Family Dwelling.

(a) The owners and occupants of any single-family and two-family dwelling unit shall be entitled to place one (1) portable container for collection by the City at no charge on each regularly scheduled collection day. Open or damaged paper, plastic or vinyl bags, cardboard and wooden boxes, and plastic or metal barrels and pails are not approved containers. Containers used for recyclable materials

¹§2.23.1 added, Ord. 799, 10-19-92.

²§2.33 amended, Ord. 822, 02-15-94; Ord. 839, 06-20-95.

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collected by the City shall be only the recycling bins sold by the City of East Lansing.

- (b) There shall be no limit to the number of City containers placed for curbside collection by the City at single-family and two-family residential premises provided approved refuse bags or rigid containers bearing refuse container stickers are used. There shall be no limit to the number of recyclable material containers placed for collection. No refuse container shall be placed for collection by any private hauler from any single family or two family residence. There shall be no limit on the amount of yard waste placed for curbside collection by private haulers.

(3) Type of Container - Multiple Family Dwelling.

- (a) In the case of a premises or building housing more than two (2) families, the responsible person shall provide at least one (1) large movable container commonly known as dumpsters as specified by subsection (5) of this Section, with a capacity of not less than three (3) cubic yards for each structure. Condominiums and cooperatives constructed as detached single or two-family dwelling units with accessible curbside collection points shall not be required to provide a dumpster. All other structures containing more than two (2) dwelling units per structure or occupied by more than two (2) families as defined by §8.96(5) of this Code, including fraternities, sororities, and group housing units, shall be subject to this requirement.

- (b) Exceptions. Where the responsible party demonstrates that a multiple dwelling generates less than an average of one (1) cubic yard of refuse per week, the Group Manager for Public Works may exempt the owner from the requirement of a dumpster and allow the use of alternate containers compatible with the collection services used by the responsible party. This exception may be granted only where alternate receptacles present no special sanitation problem such as a large rodent population, numerous stray dogs, or other unusual problems.

Where the responsible party demonstrates that a multiple dwelling generates less than an average of two (2) cubic yards of refuse per week, the Group Manager for Public Works may allow the owner or occupant to place portable containers for curbside collection by the City.

Any person who feels aggrieved by denial of these special exceptions may appeal the denial to the East Lansing Board of Appeals.

(4) Type of Container - Commercial or Other Non-Residential Premises.

- (a) The occupant of every commercial establishment and the occupants of every non-residential premises, including institutional, professional, religious, educational

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- (8) Bulk rubbish shall be kept enclosed in a dwelling, accessory structure or screened or inconspicuous in an open accessory structure during intervals between special collection days. The owner or occupant, as the case may be, shall contact the Department of Public Works and schedule a special pick-up and shall place bulk rubbish out for special pick-up at the curb at the time and in the manner required by this Chapter or as the Group Manager for Public Works shall designate or approve. The City shall not be required to enter upon private property to collect rubbish. No bulk rubbish will be collected by the City unless each bulk item has a City bulk sticker attached.
- (9) Dangerous materials, toxic liquids and hazardous wastes shall not be stored or placed in any container or receptacle used for the routine collection of refuse. It shall be unlawful for any person to store or place any material, toxins or wastes that might endanger the collection personnel or that would be detrimental to the normal operation of collection and disposal such as gaseous, solid or liquid poisons, dead animals, ammunition, explosives or any material or liquids that possess heat sufficient to ignite any other collection material. Dangerous materials, liquids and wastes shall be stored, placed and disposed of by the owners of any residential or commercial property in accordance with governing State and Federal statutes and regulations established by the Group Manager for Public Works and authorized by the City Council.
- (10) Materials used for the construction, reconstruction or remodeling of a premises shall not be placed in any container or in bulk rubbish form for collection by the City.
- (11) Yard waste shall not be placed in any container or in bulk for collection by the City unless placed at a time and manner, and of such materials as designated by the Group Manager for Public Works and bearing a yard waste sticker.
- (12) Recyclable material as specified by the Group Manager of Public Works in the form of rubbish or garbage defined herein shall be stored and placed in an enclosed accessory structure, garage or shed, or the primary structure during intervals between collection days in containers or approved construction which are reasonable water-tight, fly-tight, and vermin proof with a tight fitting cover. Recyclables shall be placed and deposited in the manner and at the times established by the Group Manager for Public Works. It shall be the responsibility of any person placing and depositing recyclables in the public right-of-way for curbside collection or on the private premises for collection to adhere to the provisions of this Chapter, Chapter 63 - Litter, Chapter 106 - Nuisances, and regulations so as not to create a public nuisance or contribute to an entering situation due to the method of containerization, storage, placement and deposit.

2.34 Scavenging and Private Collections. No person, other than the owner, tenant, or occupant of the premises on which refuse containers are stored, or the regularly authorized employees or licensees of the City shall disturb any container, remove its cover or any of the contents thereof, or pick over said refuse or remove any item therefrom; and no person shall cause any container or its contents to be strewn or scattered on sidewalks, alleys, streets, other public areas or on private premises.

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Special Bulk Rub	sh Sticker	\$ 40.00 Each
Yard Waste Tag		\$ 3.00 Each

2.39¹ Medical Waste. No person shall store, deposit, throw, or place for collection any medical waste in the City except in accordance with an approved "Medical Waste Management Plan" as required of such person pursuant to the Medical Waste Regulatory Act, 1990 PA 18, MCL 333.13801, et seq., and in accordance with this Ordinance.

- (1) Sharps shall be contained for disposal in individual leak-proof, rigid, puncture-resistant containers that are secured to preclude the loss of the contents. In addition, a container used to store or as place for deposit of a number of individual sharps containers shall be leak-proof. These containers shall be conspicuously labeled with the word "Sharps"
- (2) Medical waste other than Sharps shall be contained in bags or other containers that are impervious to moisture and have a strength sufficient to resist ripping, tearing, breaking, puncturing, or bursting under normal conditions of usage or handling. The bags or containers shall be secured so as to prevent leakage during storage, collection, handling or transport.

2.40² Municipal Civil Infraction. Except for violations of §2.31 and §2.39 of this Chapter, a person found responsible for a violation of this Chapter shall be responsible for a municipal civil infraction as defined by MCL 600.113, punishable by a civil fine of not less than twenty-five dollars (\$25) for the first offense, fifty dollars (\$50) for the second offense, or two hundred fifty dollars (\$250) for a third or subsequent offense, plus costs, damages, expenses, and further orders as provided by §1.11a of this Code.

Cases commenced under this Chapter as a municipal civil infraction shall, to the extent applicable, be commenced by the issuance of a citation to the alleged violator as in the manner provided by MCL 600.8707 and shall contain the information required and be processed under the provisions of MCL 600.8709 and MCL 600.8711. Limited duty parking and property maintenance officers appointed by the City Manager and assigned to enforcement of the provisions of this Chapter under the supervision of the Chief of Police shall be authorized to issue and serve appearance tickets with respect to any violation of this Chapter charged as a municipal civil infraction.

¹§2.39 amended, Ord. 781, 05-09-92. Had previously been §2.52, amended, Ord. 751, 05-21-91.

²§2.40 added, Ord. 884, 07-02-91.

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- (9) "Yard Waste Sticker" shall mean a distinctive sticker, printed with the City Seal, which shall readily indicate to City collection crews that the yard waste is to be collected by City Crews.
- (10) "City Container" shall mean:
- (a) Bags printed with the Seal of the City of East Lansing designating each bag as an approved refuse bag, or
 - (b) Thirty-two gallon rigid containers bearing a Refuse Container Sticker.
- City containers shall weigh no more than sixty (60) pounds when full and be securely tied or equipped with tight-fitting lids.
- (11) "Portable Container" shall mean a thirty-two (32) gallon rigid container, reasonably water-tight and vermin-proof, or a thirty (30) gallon bag of sufficient quality and substance which will not tear or open during normal collection processes. Portable containers shall weigh no more than sixty (60) pounds when full and be securely tied or equipped with tight-fitting lids.
- (12) "Medical Waste" shall mean any of the following when not generated from a farm, operation or agricultural business:
- (a) Cultures and stocks of infectious agents and associated biologicals, including laboratory waste, biological collection waste, discarded live and attenuated vaccines, culture dishes, and related devices
 - (b) Liquid and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids
 - (c) Pathological waste
 - (d) Sharps
- (13) "Pathological Waste" shall mean human tissues, organs, products of conception, body parts other than teeth, and body fluids removed by trauma or in surgery, autopsy, or other medical procedure.
- (14) "Sharps" shall mean needles, syringes, scalpels, intravenous tubing with needles attached, and any other medical or laboratory instruments or glassware that might cause punctures or cuts.

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or non-profit uses, shall provide and maintain at least one (1) large movable container of not less than three (3) cubic yards capacity as specified by subsection (5) of this Section. The Group Manager for Public Works may require an increase in the size, number, or frequency of collection for such containers when the average weekly volume of rubbish or garbage exceeds three (3) cubic yards, or where a type of refuse generated requires special methods of collection.

(d) Where the occupant of a commercial or other non-residential premises demonstrates that the average weekly volume of refuse does not exceed one (1) cubic yard per week, the occupant may apply for an exception and permission to use alternate containers compatible with the collection services used by the responsible party. This exception shall be granted only where the area presents no special sanitation problems as above, and where the usual waste is solid, non-putrescible, and presents no other special health or sanitation problem. Any person aggrieved by denial of a request for this special exception may appeal such denial to the Building Board of Appeals.

(5) Approval of Construction, Size, Type and Location of Containers. The Group Manager for Public Works shall approve the size, type, location, relocation, screening and installation of all movable receptacles within the City, whether the containers are collected by the City or a private collector. Additional regulations not inconsistent with this Code may be published by the Group Manager of Public Works for all refuse containers. Large movable containers shall be legibly and permanently labeled with the name and address of the service company and the name and address of the premises for which it was provided. All container locations shall be entirely on private property unless special permission is granted by the City Council. The Group Manager of Public Works may approve the joint use of large movable containers by more than one (1) premises.

(6) No portable container shall exceed sixty (60) pounds in weight when full, nor have a capacity exceeding thirty (30) gallons.

(7) Refuse containers and recyclable containers shall be stored and placed in an enclosed accessory structure, garage or shed, in the primary structure, or in an approved container or facility for external storage equipped with tight fitting vermin-proof lids inconspicuously placed on the premises during intervals between City collection days. Refuse containers may be placed and properly stacked in an open manner for curbside collection by the City during regular or special collection days. Containers not enclosed in an accessory structure or primary structure shall be stored and placed to the rear or side of the primary structure or an accessory garage or shed structure as close to the side placement shall be at least one half the distance of the length of the structure. On the regular City collection days, the portable rubbish containers shall be placed at curbside, or such other convenient place as the Group Manager for Public Works shall designate or approve. The City shall not be required to enter upon any private property to collect rubbish.

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2.35 Refuse Collectors. No person shall engage in the business of collecting, transporting or disposing of refuse within the City without first obtaining a license therefor. Licenses shall be issued annually upon application to the City Clerk on forms provided by the Clerk and upon payment of such fee as shall be required by Chapter 22. No such license shall be issued except upon determination by the Group Manager for Public Works that:

- (1) Said licensee has the ability and equipment to conduct a refuse collection business in accordance with the terms of this Chapter and rules and regulations approved by the City Manager. A license may be denied or revoked for "cause" as provided by §7.18 of the City Code.
- (2) Said licensee offers recycling collection services to customers within the City in addition to traditional refuse collection services.
- (3) Said licensee shall provide to the Group Manager for Public Works, information on volumes, disposal methods and other pertinent information pertaining to the County's 641 Plan and other City solid waste policies and goals.
- (4) Said licensee shall place containers in conformance with §2.33(5) of this Code and provisions of Chapter 55 (Zoning and Planning) of this Code.

2.36 Removal of Bedding and Clothing Exposed to Disease. The removal of wearing apparel, bedding or other refuse from homes or other places where infectious or non-infectious diseases have prevailed, shall be performed under the supervision and direction of the Health Officer.

2.37 Refuse Collectors Duty. No person authorized by the City to collect refuse in the City shall be required to collect any refuse until the same is placed and deposited for collection in accordance with the provisions of this Chapter.

2.38' Refuse Collection Rates. The City shall levy and collect a refuse collection service charge for the following premises:

- (1) All residential premises which generate less than two (2) cubic yards of refuse per week wishing collection of non-prohibited refuse using approved portable containers.

The rates to be charged shall be such as are from time to time adjusted by resolution of the City Council through adoption of the annual City budget. The initial rates to be charged shall be as follows:

Portable Plastic Container Bags	\$ 1.00/Bag
Portable Paper Container Bag	\$ 1.50/Bag
Refuse Container Sticker	\$ 2.00/Week/Sticker
Bulk Rubbish Sticker	\$ 15.00 Each

§2.38 amended, Ord. 781-3, 0 19-92, Ord. 797, 07-21-92.

CHAPTER 1063
Garbage and Rubbish Collection, Disposal and Recycling

1063.01	Purpose.	1063.11	Bulk item collection service.
1063.02	Definitions.	1063.12	Disposal of bulk items; deposit in parks prohibited.
1063.03	Mandatory recycling; anti-scavenging; separation of recyclable materials and yard waste from solid waste.	1063.13	Time limit for bulk item accumulations.
1063.04	Separation at source prior to collection.	1063.14	City bulk item stickers.
1063.05	Solid waste container specifications; price.	1063.15	Conditions for bulk item collection service.
1063.06	Location of solid waste and recycling containers; hours of collection; removal of containers.	1063.16	Bulk item collection schedule; exception for holidays.
1063.07	Public Service Department pick-up of recyclable material.	1063.17	Removal of unacceptable bulk items.
1063.08	Removal of scattered refuse and unacceptable materials.	1063.18	Annual collection and enforcement fee; unpaid fees.
1063.09	Nuisances.	1063.19	Effective date; repealer.
1063.10	Licensing of waste haulers.	1063.99	Penalty.

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CROSS REFERENCES

Garbage and refuse generally - see M.C.L.A. Secs. 46.171 et seq., 123.241 et seq., 123.361 et seq.
Municipal authority - see M.C.L.A. Secs. 123.301 et seq.
Unsanitary actions in public places - see GEN. OFF. 660.04
Unlawful deposits on public and private property - see GEN. OFF. 676.02
Rubbish haulers - see B.R. & T. Ch. 852
Newsprint refuse collection service - see S.U. & P.S. Ch. 1062
Sanitation requirements in Housing Code - see B. & H. 1460.15, 1460.21

- (1) Minimize environmentally unsound solid waste disposal methods;
- (2) Reduce the consumption of and the demand for scarce landfill capacity; and
- (3) Aid in the conservation of vital natural resources and energy.
(Ord. 845. Passed 12-9-91.)

1063.02 DEFINITIONS.

As used in this chapter:

- (a) "Hazardous substance" means any waste (including "hazardous waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and "solid waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and State counterpart laws thereto), substance, pollutant, contaminant, oil petroleum product, commercial produce or other substance which is listed, regulated or designated as toxic or hazardous (or words of similar meaning and regulatory effect), or with respect to which remedial obligation may be imposed, under any environmental law, or exposure to which may pose a health or safety hazard.
- (b) "Garbage" means 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 vegetables.
- (c) "Generator" means a person generating solid waste.
- (d) "Licensed waste hauler" means any waste hauler licensed by the City pursuant to Chapter 852 of the Business Regulation and Taxation Code.
- (e) "Multiple residential facility" means any multifamily dwelling containing five or more units and any mobile home located in a mobile home park, as defined in the Michigan Mobile Home Commission Act, as amended.
- (f) "Multiple residential site of generation" means any site of generation containing a multiple residential facility.
- (g) "Nonresidential entity" means any person who uses, occupies or possesses a premises, or any part thereof or unit therein, which is not a single-family dwelling, a multifamily residential dwelling containing four units or less or a multiple residential facility. Nonresidential entity includes, but is not limited to, commercial, office, industrial, governmental, educational, religious, medical and food institutions, businesses and establishments, whether for profit or not for profit.
- (h) "Nonresidential recyclable materials" means all residential recyclable materials and such other materials as may be recommended by the Public Service Department and established by Council from time to time by resolution.
- (i) "Nonresidential site of generation" means any site of generation of a nonresidential entity. It is intended that this classification include all non-residential premises and any part thereof or unit therein.

- (j) "Person" means any individual, firm, public or private corporation, partnership, trust, public or private agency or any other entity, or any group of such persons.
- (k) "Premises" means any enclosed areas which are used for residential, commercial or industrial purposes, separately or in combination, to which a separate street address, postal address or box, tax roll description or other similar identification has been assigned to or is in use by a person having control of the area.
- (l) "Residential recyclable materials" means newspaper, clear, brown or green glass bottles and jars, tin and steel cans and high-density polyethylene (HDPE) plastic containers and such other material as may be established by Council from time to time by resolution.
- (m) "Residential site of generation" means any site of generation containing a single-family dwelling or multifamily residential dwelling which contains four units or less.
- (n) "Right of way" means the area between the sidewalk and the curb, or within six feet from the curb if no sidewalk is in place, whichever is applicable.
- (o) "Solid waste" means garbage, ashes, incinerator ash, incinerator residue, street cleanings, Municipal and industrial sludge, solid commercial and solid industrial waste and animal waste, but does not include human body waste, liquid or other waste regulated by statute, ferrous or nonferrous scrap directed to a scrap metal processor or to a re-user of ferrous or nonferrous products and slag or slag products directed to a slag processor or to a re-user of slag or slag products.
- (p) "Site of generation" means any premises in or on which solid waste is generated by any person.
- (q) "Waste hauler" means any person engaged, in whole or in part, in the business of collecting, transporting, delivering or disposing of solid waste, recyclable materials or yard waste within the City.
- (r) "Yard waste" means leaves, grass clippings, garden debris, shrubbery or brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to composted humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.
- (s) "Acceptable bulk items for collection" means any item which cannot be fully contained within a City collection bag or which exceeds thirty pounds, except as defined in subsection (t) hereof.
- (t) "Unacceptable bulk items for collection" includes, but is not limited to, logs; stumps; trees (except Christmas trees); buildings or demolition materials; concrete; rocks; abandoned or junk vehicles, including automobiles, trucks and buses; automobile or truck parts (excluding tires); and manufacturing or trade wastes.

(Ord. 906. Passed 1-17-95.)

1063.03 MANDATORY RECYCLING; ANTI-SCAVENGING; SEPARATION OF RECYCLABLE MATERIALS AND YARD WASTE FROM SOLID WASTE.

(a) Commencing November 15, 1991, all persons who are owners, lessees or occupants of a residential site of generation shall separate residential recyclable materials and yard waste from solid waste and prepare the recyclable materials and yard waste for recycling.

(b) Commencing November 15, 1992, all owners, lessees or occupants of a multiple residential site of generation shall separate residential recyclable materials and yard waste from solid waste and prepare the recyclable materials and yard waste for recycling. Owners of any multiple residential facility shall provide the residents at each such property or unit with convenient, on-site collection of recyclable materials on or before June 1, 1993. Such collection shall be as convenient to the residents as are existing solid waste collection services and shall consist of at least one of the following:

- (1) The owners, or their agents, shall collect recyclable materials in containers as convenient as those used for the existing solid waste collection system and transport them to a facility that accepts materials for the purpose of recycling. Owners providing this service for residents of their multiple residential facility shall document that they are doing so on a registration form developed by the Public Service Department.
- (2) The owners of the multiple residential facility shall, proceeding January 17, 1995, contract with a licensed waste hauler to provide on-site recycling collection services. These services shall consist of recycling collection containers that are as convenient as those used for the existing solid waste collection system. The recycling containers shall be available to residents at all times except for periods when containers are removed for collection. Recycling containers shall be clearly labeled and separated in a manner appropriate for delivery to a recycling facility. The containers shall be marked "recyclable materials only."
- (3) Owners of the multiple residential facility shall provide in-house storage containers for each residential unit and arrange for a weekly curbside recycling collection service provided by a licensed waste hauler. However, if the existing solid waste collection system provided to the multiple residential facility is offered on a bi-weekly basis, then the curbside recycling service may also be provided on a bi-weekly basis.

Owners shall submit to the Public Service Department annual documentation of the current collection system for each multiple residential facility property they own on a documentation form developed by the Public Service Department.

The recycling collection system developed by owners to meet the requirements of this subsection shall be subject to review for compliance by the Public Service Department based on the receipt and review of the required documentation. The Public Service Department may promulgate more specific criteria to meet the requirements of this section. Prior to implementation, such criteria must first be approved by Council by resolution.

It shall be the responsibility of owners of each multiple residential facility to adequately inform the residents of the recycling program. The required education program shall, at a minimum, include written instructions to all parties identifying the materials to be recycled, how the materials are to be prepared, how to use the on-site collection system, the location of collection containers, and updates detailing any changes in the program.

Said owners, or their agents, who comply with the requirements of this subsection shall not be liable for the noncompliance of lessees or occupants of their buildings.

(c) Commencing March 1, 1995, all nonresidential entities at any nonresidential site of generation shall select and separate from solid waste and yard waste all the materials contained in two or more of the categories of nonresidential recyclable materials established by resolution, and all telephone directories, and shall prepare the same for recycling.

Commencing September 1, 1995, all nonresidential entities at any nonresidential site of generation shall select and separate from solid waste and yard waste all the materials contained in four of the nonresidential recyclable materials categories, established by resolution, and all telephone directories, and shall prepare the same for recycling. Said selections from four categories shall be made by including two additional categories to those selected on March 1, 1995.

Nonresidential entities shall provide for the collection of the selected nonresidential recyclable materials and telephone directories by at least one of the following methods:

- (1) By collecting the nonresidential recyclable materials at the site of generation in containers and transporting them to facilities which accept the materials for the purpose of recycling.
- (2) By contracting with licensed waste haulers to provide on-site recycling collection services. These services shall use recycling collection containers that are as convenient as those used for the existing solid waste collection system. Recycling containers shall be clearly labeled and separated in a manner appropriate for delivery to a recycling facility.
- (3) By using containers clearly labeled for recyclable material and arranging for a regularly scheduled periodic curbside recycling collection service provided by a licensed waste hauler.

Any hazardous substance shall be stored, handled, transported, disposed of and recycled in accordance with applicable environmental laws and regulations of Federal, State and local governments to qualify as any of the four categories of materials required by ordinance.

On March 1, 1995, and September 1, 1995, respectively, nonresidential entities shall submit to the Public Service Department documentation of the collection system and selected categories of nonresidential recyclable materials for each nonresidential site of generation for which they are responsible. A nonresidential entity that selects four or more categories in the documentation submitted on March 1, 1995, shall not be required to submit additional documentation on September 1, 1995. The documentation shall be on a form developed by the Public Service Department.

Commencing January 15, 1996, and continuing annually thereafter, nonresidential entities which have changed any of their categories or their collection system, or which have not previously submitted documentation, shall submit documentation of their current collection system and selected categories of nonresidential recyclable materials for each nonresidential site of generation for which they are responsible.

The recycling collection system developed by nonresidential entities to meet the requirements of this subsection shall be subject to review for compliance by the Public Service Department based on the receipt and review of the required documentation. The Public Service Department may promulgate more specific criteria to meet the requirements of this subsection. Prior to implementation, such criteria must first be approved by Council by resolution.

(d) The City, at its own expense, shall distribute to each unit of residential site of generation, a City-approved recycling container. The container shall remain the property of the City and shall be visibly designated as such. Any replacement or additional City-approved recycling container may be purchased at a fee determined by Council resolution.

(e) It shall be a violation of this chapter for any person, other than a Public Service Department employee, to collect or pick-up or cause to be collected or picked-up from residential sites of generation any of the recyclable materials and/or yard wastes which have been placed in the right of way.

(f) Nothing in this chapter shall be construed to prevent an individual from disposing of yard waste on his or her own premises as long as the disposal does not create a nuisance or hazard to health, and does not emit offensive odors beyond the property lines of the site in which the yard waste is located.

(g) The burning of yard waste on any premises in the City is prohibited.

(h) It shall be a violation of this chapter for any waste hauler to dispose in a landfill any yard waste collected in the City. It shall be a violation of this chapter for any waste hauler to dispose in a landfill any recyclable materials collected in or from a container designated for the purpose of recycling.

(Ord. 906. Passed 1-17-95.)

EDITOR'S NOTE: The following regulations were promulgated by the Public Service Department pursuant to Section 1063.03(b) and were approved by Council by Resolution 474, passed August 9, 1993.

1. Tenant or Resident Payments for Recycling Collection Service.

- (a) Any recycling program that causes the tenant or resident to pay on a volume basis for recycling collection service is not acceptable under the City ordinance.

Requiring residents to pay a volume-based fee in order to participate in a recycling program is not as convenient as non-volume based refuse collection service (where the cost is included in the monthly rent).

- (b) Bag-based recycling collection service is an acceptable system for on-site recycling, provided that tenants or residents are not required to purchase bags in order to participate in the recycling program.
- (c) As with other solid waste services, tenants or residents shall not be limited to the volume of materials they can recycle at a given cost per the requirements set forth in subsection (d) below.
- (d) Owners may not cover the cost of a recycling collection program at a multi-family dwelling property, except by one of the following:
- (i) Include the cost of the recycling collection service in the rent as with landfill-bound solid waste collection and other apartment services;
 - (ii) Inform the tenant of the charge for the recycling service at a multifamily dwelling property together with the tenant's (per household) cost for landfill-bound solid waste collection and disposal.

2. Curbside Recycling Service.

- (a) Curbside recycling is commonly referred to in the recycling industry and in government policies as a service where recycling collection is provided to households by using collection bins that are placed by the resident along the curb or street directly in front of their house or multifamily dwelling unit.
- (b) For the purposes of meeting the requirements of the recycling ordinance, a multifamily dwelling recycling system may be considered as "curbside recycling" if the collection point for household recycling containers for any multifamily dwelling unit is located no further than the curb or parking area in front of the building where a given multifamily dwelling unit is located.

1063.04 SEPARATION AT SOURCE PRIOR TO COLLECTION.

(a) No owner, occupant, lessee or nonresidential entity of a residential, multiple residential or nonresidential site of generation shall permit the accumulation of solid waste upon the premises in a manner which creates a public nuisance.

(b) Commencing on November 15, 1991, and at all times thereafter, no person shall place any solid waste from a residential site of generation on any property or in the right of way for collection by the Public Service Department or licensed waste hauler unless residential recyclable materials and yard waste have been separated from the solid waste prior to collection.

(c) Commencing on November 15, 1992, and at all times thereafter, no owner, lessee or occupant of a multiple residential facility shall place any solid waste on any property or in the right of way for collection by a licensed waste hauler unless residential recyclable materials and yard waste have been separated from the solid waste prior to collection.

(d) Commencing January 15, 1995, and at all times thereafter, no person shall place any solid waste from a nonresidential site of generation on any property or in the right of way for collection by a licensed waste hauler unless nonresidential recyclable materials and yard waste have been separated from the solid waste prior to collection, pursuant to the provisions of Section 1063.03
(Ord. 906. Passed 1-17-95.)

1063.05 SOLID WASTE CONTAINER SPECIFICATIONS; PRICE.

(a) The containers for recyclable materials from a residential site of generation shall be as specified by the Public Service Department. Its contents shall not exceed thirty pounds, excluding the weight of the bagged or bundled newspaper that may be placed on top of the container, and shall be maintained in a fly and verminproof condition. The recycling containers shall be kept in a sanitary condition by the users thereof.

(b) The containers for solid waste and/or yard waste, which will be picked up by Public Service Department employees from residential sites of generation, shall be plastic bags of City-approved quality. Specifications for City-approved collection bags for solid waste and/or yard waste shall be promulgated by the City through its Public Service Director. The contents of the bags shall not exceed thirty pounds.

- (1) City collection bags shall be a distinctive color and printed with the City seal or appropriate words which will readily indicate to the Public Service Department that the collection bags are intended for the weekly City-wide residential collection service.
- (2) City collection bags shall be sold at a price determined by resolution of Council and shall be sold at outlets designated by the City. Designated sales outlets shall sell City collection bags only at the price established by Council. However, the appropriate sales tax may be charged by the retail establishment if so required by the laws of the State.

(c) All brush shall be neatly bundled in accordance with the City's pre-collection requirements.

(Ord. 833. Passed 4-15-91.)

1063.06 LOCATION OF SOLID WASTE AND RECYCLING CONTAINERS; HOURS OF COLLECTION; REMOVAL OF CONTAINERS.

(a) Between each collection period, the owner, tenant, lessee or occupant of any property shall provide a suitable place on the premises to store solid waste and/or recyclable materials. Solid waste and/or recycling and/or yard waste containers shall be placed and protected so that they cannot be easily disturbed by animals and in a place which, if possible, is not visible from the street and away from places occupied by other persons.

(b) Solid waste and/or recycling containers and/or yard waste containers, which will be picked up by Public Service Department employees from residential sites of generation, shall be set out in the right of way on designated collection days, which shall be specified in the rules and regulations prepared by the Public Service Director and approved by Council. The schedule shall provide one collection weekly. The solid waste and/or recycling containers shall not be placed between the sidewalk and the curb prior to 7:00 p.m. of the day preceding the scheduled collection day. After the collection day, the recycling containers shall be promptly removed from between the right of way by the owner, resident, tenant, lessee or occupant.

(Ord. 859. Passed 3-1-93.)

1063.07 PUBLIC SERVICE DEPARTMENT PICK-UP OF RECYCLABLE MATERIAL.

(a) The Public Service Department shall be solely responsible for the pick-up of recyclable materials from residential sites of generation once placed in the right of way.

(b) It shall be a violation for any other company or person to pick-up any recyclable material from residential sites of generation once placed in the right of way. (Ord. 833. Passed 4-15-91.)

1063.08 REMOVAL OF SCATTERED REFUSE AND UNACCEPTABLE MATERIALS.

(a) The owner or occupant of a residential site of generation unit shall promptly clean up and remove any scattered solid waste, rejected items, recyclable material and/or yard waste resulting from the breakage or opening of any City collection bag, can or other container or refuse bag intended for collection from the residential site of generation unit within twenty-four hours after the same has been scattered.

(b) Within twenty-four hours after written notification by the City, the owner or occupant of a residential site of generation unit shall, in accordance with this chapter, properly dispose of any such scattered refuse, rejected items, any City collection bag (and the contents thereof), intended for collection which is either broken or otherwise open, any City collection bag which weighs in excess of thirty pounds, any City collection bag which contains unacceptable materials for collection or any City collection bag which was placed on the curb in front of the residence prior to 7:00 p.m. of the day preceding the collection day, or later than 7:00 a.m. of the day of collection.

(c) Notification shall be in writing and sent by first class mail to the owner or party in interest of the property on which or in front of which the violation of this chapter exists. The name and address of the owner or party in interest of the residential site of generation shall be determined from the last local tax assessment record for the property. Notice shall also be given to the occupant of the property on which or in front of which the violation exists, by either giving a copy of the notice personally to a person at the residence or by sending a copy of the notice by first class mail to the "occupant," as addressee, addressed to the property, if there is a residential site of generation thereon, and by posting a copy of the notice in a conspicuous place at the property or on a building thereon. (Ord. 833. Passed 4-15-91.)

1063.09 NUISANCES.

(a) Removal or Abatement. Any solid waste, recyclable material and/or yard waste accumulated in a manner which is a public nuisance; any scattered solid waste, rejected items, recyclable material and/or yard waste, broken or open City collection bags, City collection bags in excess of thirty pounds, City collection bags containing unacceptable materials or City collection bags placed in front of a residential site of generation contrary to any collection procedure referred to in Section 1063.06; or any bulk item accumulated beyond the time frame identified in Section 1063.13, or unacceptable bulk item or bulk item placed in front of a residential site of generation contrary to collection procedures referred to in Sections 1063.15 and 1063.16, is hereby

declared to be a public nuisance and is subject to removal or abatement. If a violation of this chapter is not corrected within seven days after notice is given in the manner provided in Section 1063.08 or 1063.17, respectively, then the City, through its Public Service Director or authorized representative, agent or designee, may remove or abate the nuisance.

(b) Expenses.

- (1) The complete expense, including the administration costs to the City, incurred in the removal, abatement or preparation of materials for recycling shall be the sole responsibility of the owner or party in interest of the property on which or in front of which the condition existed, and shall be paid by the owner or party in interest in whose name the property appears on the City's latest real property tax assessment records. The expense shall be a penalty for income tax purposes.
- (2) The complete expense incurred shall be a lien against the real property and shall be reported to the City Assessor, who shall assess the same against the property on which or in front of which the nuisance was located.
- (3) The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified of the amount of such cost by first class mail at the address shown on the records. If he or she fails to pay the same within thirty days after mailing, by the City Assessor, of a notice of the amount thereof, the City Assessor shall add the same to the next tax roll of the City, and such amount shall be collected in the same manner in all respects as provided by law for the collection of taxes by the City.

(c) Compliance Required. Whoever fails to separate recyclable material or yard waste from solid waste in violation of this chapter shall be subject to graduated enforcement actions as promulgated by the Public Service Director and approved by Council, beginning first with one or more warnings and leading up to full enforcement as provided in Section 202.99 of these Codified Ordinances.

(Ord. 906. Passed 1-17-95.)

1063.10 LICENSING OF WASTE HAULERS.

(a) No person shall engage in the business of collecting, transporting, delivering or disposing of solid waste and/or recyclable materials and/or yard waste within the City without first obtaining a license issued by the City. A waste hauler license shall be valid from the date of issuance to the following April 30 (unless revoked earlier). It shall be an express condition of each license that the waste hauler shall:

- (1) Comply with all provisions of this chapter, Federal and State laws;
- (2) Have suitable types of containers and an appropriate number of containers to provide adequate service;
- (3) Have a schedule of pick-ups; and

- (4) Distribute appropriate educational materials to multiple residential and nonresidential sites of generation customers on how to prepare and set up a collection system for solid waste, recyclable materials and yard waste.

(b) Every person required to obtain a waste hauler license shall make application to the City on forms provided by the Clerk's office. The application shall require such information as will enable the Department of Public Service's designee to determine whether the applicant, if licensed, will serve the public in compliance with the requirements of this chapter, and all other applicable laws, statutes, ordinances, rules and regulations. The nonrefundable fee for a waste hauler license shall be determined by Council resolution.

(c) Upon receipt of an application for a waste hauler license and payment of a nonrefundable license fee established by resolution of Council, the Department of Public Service shall make a recommendation regarding whether to grant the waste hauler license. The City may deny the issuance of a waste hauler license for any of the following reasons:

- (1) Failure of the applicant to comply with this chapter, and any rules and regulations promulgated by the Department of Public Service and adopted by Council;
- (2) Violations of this chapter or any other applicable laws, statutes, ordinances, rules and regulations;
- (3) Prior criminal convictions, other than minor traffic offenses, or prior license revocations, when such criminal conviction or license revocation bears on the ability of the applicant to serve the public as a waste hauler in a fair, honest, safe and lawful manner; or
- (4) Misrepresentation of any material fact in the application for the license.

In the event that the waste hauler license is denied, the City shall provide to the applicant written findings of fact in support of the denial based on the standards described above.

(d) Any waste hauler license granted pursuant to this chapter may be suspended or revoked by the City for any of the reasons for denial of such license set forth in subsection (c) hereof. The Public Service Department shall make written findings of fact in support of any license suspension or revocation.

A person shall have the right to a hearing before Council on any recommended license suspension or revocation, provided that a written request therefor is filed with the City Clerk within five business days after receipt of notice of such suspension or revocation. In the event that such written request is filed with the City Clerk, Council shall hold a public hearing on such suspension or revocation, and shall have the power to reverse, affirm or modify the decision of the Public Service Department. Council shall, in its determination, make written findings of fact supporting its decision. The determination by Council shall be final, subject to appeal to a court of competent jurisdiction.

(e) Any vehicle used by a waste hauler for the collection, transportation, delivery or disposal of solid waste within the City shall have the waste hauler's name, address, telephone number and the number of its license issued pursuant to this chapter, plainly marked upon both sides of the vehicle in letters and figures not less than three inches high.

(Ord. 906. Passed 1-17-95.)

1063.11 BULK ITEM COLLECTION SERVICE.

The bulk item collection service shall be provided only to residential sites of generation in the City.

(Ord. 833. Passed 4-15-91.)

1063.12 DISPOSAL OF BULK ITEMS; DEPOSIT IN PARKS PROHIBITED.

(a) The owner or occupant of a residential site of generation unit shall dispose of bulk items by:

- (1) Utilizing the bulk item collection service provided by the City, if available, and by complying with this chapter;
- (2) Utilizing the services of a licensed waste hauler; or
- (3) Transporting and disposing of bulk items in an approved refuse disposal area, provided that the load of bulk items so transported is tightly covered and secured in order that no part of the load is lost.

(b) No person shall transport bulk items to a City park for the purpose of depositing the bulk items in trash receptacles located within the park.

(Ord. 906. Passed 1-17-95.)

1063.13 TIME LIMIT FOR BULK ITEM ACCUMULATIONS.

No owner or occupant of a residential site of generation unit shall permit the accumulation of bulk items upon the residential premises for a period of more than seven days, except during any calendar month in which Council, by resolution, suspends bulk item collection service.

(Ord. 833. Passed 4-15-91.)

1063.14 CITY BULK ITEM STICKERS.

(a) City bulk item stickers shall be a distinctive color and shall be printed with the City seal or appropriate words which will readily indicate to City collectors that the bulk items are intended for the weekly, City-wide residential bulk collection service.

(b) City bulk item stickers shall be sold, at a price determined by resolution of Council, at outlets designated by the City. Designated sales outlets shall sell City bulk item stickers only at the price established by Council. However, the appropriate sales tax may be charged by the retail establishment, if so required by the laws of the State.

(Ord. 833. Passed 4-15-91.)

1063.15 CONDITIONS FOR BULK ITEM COLLECTION SERVICE.

The owner or occupant of a residential site of generation unit qualifying for weekly bulk item collection service under this chapter, and intending to utilize the service, shall place a bulk item sticker on each item to be collected. Bulk items intended for collection shall be placed by the owner or occupant of the residential dwelling unit at the curb in front of the residence not earlier than 7:00 p.m. of the day preceding the bulk item collection day, and not later than 7:00 a.m. of the day of collection. Bulk items shall be placed at the curb with the sticker facing the roadway. The owner or occupant shall not place or cause to be placed any unacceptable bulk item for collection. No person, other than the owner or occupant, shall place City bulk collection items on the premises of the residence or in front of the residence for the City-wide residential bulk collection service.

(Ord. 833. Passed 4-15-91.)

1063.16 BULK ITEM COLLECTION SCHEDULE; EXCEPTION FOR HOLIDAYS.

The schedule of routes and days for the bulk item collection service established under this chapter shall be determined by resolution of Council. Bulk items shall be collected on a weekly basis, except as otherwise approved by Council. The Department of Public Service shall schedule the collection of bulk items on the next working day following the regularly scheduled refuse collection. Council, by resolution, may suspend bulk item collection service during the months of December, January, February and March.

(Ord. 833. Passed 4-15-91.)

1063.17 REMOVAL OF UNACCEPTABLE BULK ITEMS.

(a) Within twenty-four hours after written notification to do so by the City, the owner or occupant shall remove from the curb in front of his or her residence any unacceptable bulk item or any bulk item placed on the curb in front of the residence prior to 7:00 p.m. of the day preceding the bulk collection day, or later than 7:00 a.m. of the day of bulk collection.

(b) Notification by the City shall be in writing and sent by first class mail to the owner or party in interest of the property on which or in front of which the violation of this chapter exists. The name and address of the owner or party in interest of the property shall be determined from the last local tax assessment record for the property. Notice shall also be given to the occupant of the property on which or in

front of which the violation exists, either by giving a copy of the notice personally to a person at the residence or by sending a copy of the notice by first class mail to the "occupant," as addressee, addressed to the property, if there is a dwelling thereon, and by posting a copy of the notice in a conspicuous place at the property or on a building thereon.
(Ord. 833. Passed 4-15-91.)

1063.18 ANNUAL COLLECTION AND ENFORCEMENT FEE;
UNPAID FEES.

(a) The City shall establish an annual collection and enforcement fee, which fee shall be established by resolution of Council.

- (1) The annual collection fee shall only be imposed upon those units of residential site of generation which utilize the Public Service Department to pick up the recyclables and yard waste.
- (2) The annual enforcement fee shall be imposed upon all units of residential sites of generation, regardless of whether or not the Public Service Department is utilized to pick up recyclables and yard waste.
- (3) Any person who is billed for a collection fee and who has not used the Public Service Department for the picking up of recyclables and/or yard waste shall submit to the Public Service Department appropriate documentation; and, if the Public Service Department has erred, the Public Service Department shall remove the collection fee.
- (4) The annual collection and enforcement fee shall provide for covering the complete costs, direct and indirect, of administering the enforcement program and picking-up the recyclables and yard waste.

(b) The annual collection and enforcement fee, if unpaid, shall be placed upon the tax roll of the parcel of property on which the unit is located.

(c) The Public Service Department shall promulgate rules and regulations which will govern the implementation of the collection of recyclables by the Public Service Department and the billing procedure.
(Ord. 833. Passed 4-15-91.)

1063.19 EFFECTIVE DATE; REPEALER.

This chapter shall be effective June 1, 1991, and shall be automatically repealed ten years from its effective date unless re-enacted by Council.
(Ord. 833. Passed 4-15-91.)

1063.99 PENALTY.

(EDITOR'S NOTE: See Section 202.99 for general Code penalty if no specific penalty is provided.)

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abut-

ting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.7.1 Gates. Gates which are required to be self-closing and self-latching in accordance with the *International Building Code* shall be maintained such that the gate will positively close and latch when released from a still position of 6 inches (152 mm) from the gatepost.

302.7.2 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303 EXTERIOR STRUCTURE

303.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

303.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

306.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

SECTION 305 RUBBISH AND GARBAGE

305.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

305.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

305.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

305.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

305.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

305.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

SECTION 306 EXTERMINATION

306.1 Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

306.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

306.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

306.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

CHARTER TOWNSHIP OF DELHI
INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 79.2

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCE NO. 79 AND CHAPTER 9 OF THE CODE OF ORDINANCES FOR THE CHARTER TOWNSHIP OF DELHI, TO DEFINE AND PROVIDE FOR THE ABATEMENT OF NUISANCES, TO ELIMINATE BLIGHT; TO PROTECT AND PRESERVE THE PEACE, WELFARE, HEALTH, ORDER AND TRANQUILITY OF PERSONS; TO PROTECT PROPERTY WITHIN THE CHARTER TOWNSHIP OF DELHI TO DEFINE "JUNK MOTOR VEHICLES" AND "JUNK" AND TO PROHIBIT THE SAME; TO PROHIBIT THE KEEPING OF CERTAIN ANIMALS WITHIN THE CHARTER TOWNSHIP OF DELHI; TO REQUIRE THE CUSTODIAN OF A DOG TO COLLECT AND REMOVE SAID DOG'S DROPPINGS IN A SANITARY METHOD; TO PROVIDE PENALTIES AND REMEDIES FOR VIOLATIONS OF THIS ORDINANCE; AND, TO PROVIDE AN EFFECTIVE DATE THEREOF.

THE CHARTER TOWNSHIP OF DELHI ORDAINS:

1. INTENT OF ORDINANCE: This Ordinance is intended to promote the public health, safety and general welfare; to provide penalties for maintaining public nuisances; to provide for the abatement of public nuisances by the Township and the collection of costs therefore.

2. PUBLIC NUISANCE DEFINED AND PROHIBITED: Public nuisances shall include, but not be limited to, whatever is forbidden by any provision of this Ordinance/Chapter. No person shall commit, create or maintain any public nuisance.

3. NUISANCES PER SE: It shall be unlawful, punishable and subject to the remedies provided herein for any person, corporation, partnership, combination or association of persons to engage in conduct (including both acts of commission and omission), to act or maintain, create or accumulate the conditions prohibited herein. Except in areas zoned for and subject to the regulations pertaining to the activities described herein, no person within the Charter Township of Delhi shall:

A. Store, maintain or permit to remain outside of a completely enclosed building on any property owned or occupied by him, or throw, place, leave or permit the

throwing, placing or leaving on the premises of another any refuse, trash, junk, or junk motor vehicles.

"Junk motor vehicles" shall include any motor vehicle:

- (1) Which is not currently licensed for use upon the highways of this State;
- (2) Which does not display a current, valid license plate;
- (3) Which is for any reason disabled or not lawfully operable on the highways of this State, or which is not repairable;
- (4) Which has remained on the premises of another without the consent of the owner or occupant of the property or after the consent of the owner or occupant of the property has been revoked.

"Junk" as used herein shall include but not be limited to dismantled motor vehicles, parts of machinery or motor vehicles, unlicensed or inoperable trailers, unused stoves, refrigerators, water heaters or other appliances, scrap metal, scrap building materials, garbage, trash or other cast-off material, organic refuse, food wastes, ashes, dead animals, fish, animal bones, hides, rotten soap, grease, tallow, offal, shells, food containers or wrappings, cans, bottles, jars, crockery, discarded furniture, cartons, boxes, crates, rags, discarded clothing, bedding, floor covering, wallpaper, sweepings, waste paper, newspapers or magazines, excrement, rot, construction debris (including but not limited to lumber, bricks, block, plumbing or heating materials, concrete, cement, electrical materials or siding), yard debris or rubbish (including but not limited to grass clippings, clippings from hedges or shrubs, or detached tree branches), industrial waste, unclean or nauseous fluids or gases.

This section shall not be deemed to apply to the outside storage of farm machinery or parts thereof in areas of the Township zoned for agricultural use, provided that the machinery is owned by the occupant of such premises for use on that owner's or occupant's properties, is not stored or maintained for purposes of salvage or resale, and is operable.

B. Leave or keep in an area open and accessible to the public or children any abandoned, unattended, unused or discarded icebox, refrigerator or any air-tight container of any kind which has a snap latch or other locking device thereon without first removing the snap latch or other locking device or the doors from such icebox, refrigerator or other such air-tight container.

C. Maintain, keep or permit a vacant, abandoned or unsafe building or structure on premises within the Township unless such buildings are locked and secured so as to prevent entrance by unauthorized persons and children.

D. Keep or maintain a blighted structure. The term "blighted structure" as used herein shall include, without limitation, any dwelling, garage, factory, shop, store, building, warehouse or any other structure or portion thereof which, due to partial demolition, fire, wind, nature disaster or physical deterioration, is no longer safe or habitable as swelling or for the purpose for which it may have been intended.

E. Keep, sell, board, house, possess or maintain any wild, non-domesticated or untamed animals, including but not limited to: lions, tigers, bears, poisonous reptiles, alligators, crocodiles, poisonous fish, poisonous insects, poisonous arachnids or any other wild, undomesticated or untamed animals. This section shall not be deemed to prohibit a circus, zoo, menagerie, serpentarium, aquarium, laboratory or department or agency of community and human service from keeping the above where the same are securely confined under the care of custody of an attendant insuring the public that the public will not be harmed. This section shall not apply to the keeping of birds, dogs, cats or other harmless and domesticated pets and customary farm livestock including cattle, horses, pigs, sheep, goats and fowl.

F. Cause, suffer or allow any dog which he or she owns, harbors, keeps or is placed in charge of to soil, defile or defecate on any public thoroughfare, public right-of-way, sidewalk, passageway, bypass, play area, park, any place where people congregate or walk, or upon any public property whatsoever, or upon any private property without the permission of the owner of said property, unless the person who owns, harbors, keeps or is in charge of such dog shall immediately remove all droppings deposited by such dog in a sanitary method, in a container of sufficient size to collect and remove the droppings. The person shall exhibit the container upon the request of any Township official or law enforcement officer. All such droppings removed from the aforementioned areas shall be disposed of by the person owning, harboring, keeping or in charge of such dog in a sanitary method on the property of the person owning, harboring, keeping, or in charge of said dog. The prohibitions of this subsection shall not apply to seeing eye dogs or other animals being used by handicapped persons for the purpose of assistance in connection with their handicaps.

G. Store, accumulate, maintain or permit the storage or accumulation of animal feces on property which that person owns, occupies or controls so that the odor of animal feces is detectable from neighboring properties. This provision shall not restrict the accumulation of animal manure on agriculturally zoned properties, provided that the manure is being stored and/or used for fertilizer in the course of agricultural activities on that property.

4. A. CRIMINAL PENALTIES: APPEARANCE TICKETS: Any person found to be in violation of this Ordinance or Code section wherein the condition has existed for more than 7 days shall be deemed guilty of a misdemeanor and shall be imprisoned for not more than 90 days and fined in an amount not to exceed \$500.00, or both such fines and imprisonment, plus such costs as the Court may deem appropriate in the premises. Charges may be issued upon complaints initiated by private citizens, provided that complete and sufficient direct or circumstantial evidence of the violation is given to

Township officials in written form and signed by said private citizens, using a Complaint Form substantially like that shown as "Attachment A", and further provided that action by the Township Attorney is approved by Township officials. In all arrests and prosecutions for violation of this Ordinance or Code section, appearance tickets and the appropriate procedures set forth in 1968 PA 147, as amended, may be used whenever appropriate.

B. Any person found to be in violation of this Ordinance wherein the condition has existed for less than 7 days shall be deemed responsible for a municipal civil infraction and subject to civil fine of not to exceed \$500 plus Court costs and abatement costs.

5. CIVIL REMEDIES: In addition to the remedies provided herein, any violation of this Ordinance or Code section shall be deemed a nuisance per se and the Delhi Charter Township Board of Trustees, its officers, agents or any private citizen may take such action in any Court of competent jurisdiction to cause the abatement and cessation of such nuisance, including injunctive relief.

6. ABATEMENT; COSTS ADMINISTRATIVE FEE; AUTHORITY OF OFFICERS: In addition to the remedies provided herein, the Township Supervisor, clerk, building inspector, zoning inspector, code enforcement officer or the duly authorized representatives of such officials may take appropriate acts authorized by law to abate all nuisance conditions which violate this Ordinance or Code section. If the nuisance condition exists upon Township property or upon the property of another municipal corporation within the boundaries of the Township, the nuisance may be abated without notice.

Whenever a nuisance condition described above shall exist on private premises within the Township, the Township Supervisor or his agent shall give notice in writing by first class mail addressed to the owner or occupant of the property where the nuisance exists or to the person(s) otherwise responsible for the nuisance condition. The notice shall specify the location and nature of the public nuisance and shall indicate that such owner or occupant or person otherwise responsible is required to repair, tear down, abate or otherwise remove the nuisance condition within 10 days of the mailing of the notice, and shall further state that if the nuisance condition is not repaired, torn down, abated or otherwise removed that the nuisance will be repaired, torn down, abated or otherwise removed by the Township Supervisor or his agent and the cost thereof charged as specified herein. If the actual owner or occupant of the premises is unknown or cannot be located, notice may be given by posting a copy of the notice upon a conspicuous part of the property where the nuisance is located or by mailing a copy of the notice by first class mail addressed to the owner or party in interest at the address shown on the Township tax records at least 10 days before further action by the Township will occur.

Actions by the Township to abate or remove the nuisance condition shall not excuse or relieve any person of the obligation imposed by this Ordinance or Code section to keep the property free from nuisance conditions or from penalties for violation hereof.

All expenses incurred by the Township in repairing, tearing down, securing, cleaning up, abating or otherwise removing a public nuisance under this Ordinance or Code section, in addition to any administrative fee, shall be charged to the person responsible therefore, the occupant of the land in question or the person who appears as owner or party in interest upon the last local tax assessment records of the Township. An administrative fee may be authorized from time to time by resolution of the Township Board of Trustees to reflect the administrative costs and man hours incurred by Township officials, agents and employees in investigating, prosecuting and remedying violations of this Ordinance/Code section. If the person fails to pay the charges within 30 days after a statement is mailed to him or her, the amount of the Township's expense and administrative fee may be paid from the Township general fund and the amount thereof shall be assessed against the lands on which the expenditures were made on the next general assessment roll of the township, and shall be collected in the same manner as other taxes are collected. The Township shall have a lien upon such lands for such expense and administrative fee, and the lien shall be enforced in the manner prescribed by the general laws of the State providing for the enforcement of tax liens.

Express authority to enter upon lands and investigate, repair, tear down, abate or otherwise remove public nuisances is hereby conferred upon the Township Supervisor or his agent. If, after due notice is provided as specified above, the owner or occupant or other interested person fails to repair, tear down, abate or otherwise remove the public nuisance, the Supervisor or his agent is empowered to enter upon the lands where said nuisance is located and repair, tear down, abate or otherwise remove the public nuisance and charge the costs therefore as specified herein.

7. SEVERABILITY: If any section, paragraph, clause, phrase or part of the Ordinance or Code section is for any reason held invalid by any Court of competent jurisdiction or by any agency, department or commission empowered by State law for such purposes, such decision shall not affect the validity of the remaining provisions of this Ordinance or Code section and the application of those provisions to any person or circumstances not effected thereby.

8. SAVINGS CLAUSE: All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance or Code section takes affect are saved and may be consummated according to the law in force when they are commenced. This Ordinance or Code section shall not be construed to affect any prosecution pending or initiated before the effective date hereof, or initiated after the effective date hereof to an offense committed before that effective date.

9. RELATION TO OTHER ORDINANCES OR CODE SECTIONS: All other ordinances or code sections inconsistent with the above, are, to the extent of inconsistency, hereby repealed. To all other extent, this Ordinance or Code section shall be deemed to be in addition to and not in derogation of any other ordinances of the Charter Township of Delhi pertaining the same or similar matters.

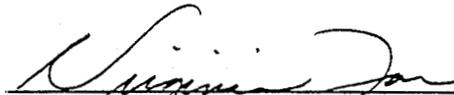
10. EFFECTIVE DATE: This Ordinance or Code section shall become effective 30 days from and after its passage, publication and recording as required by law.

Ayes: Leduc, Hope, Farr, Ketchum, Clingersmith, Goodrich, Ammon
Nays: None
Absent: None

Adopted by the Delhi Charter Township Board of Trustees at a regular meeting held on the 19th day of May, 1998.



Harry R. Ammon, Supervisor



Virginia Farr, Township Clerk

First Introduction and reading: 5/5/98

First Publication: 5/10/98

Second Reading and Adoption: 5/19/98

Second Publication: 5/24/98

Effective Date: 6/23/98

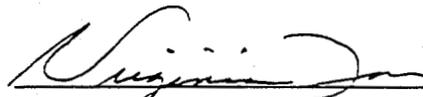
STATE OF MICHIGAN)

)ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified Clerk of the Charter Township of Delhi, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of the proceedings taken by the Township Board at a Regular meeting held on the 19th day of May, 1998.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 21st day of May, 1998.



Virginia Farr, Township Clerk

RECEIVED

SEP 18 2000

Waste Management
Division

16135-1125 9

COPY

CHAPTER 2
DEFINITIONS

SECTION 201
GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code, International Fire Code, International Zoning Code, International Plumbing Code, International Mechanical Code, ASME A17.1* or the *ICC Electrical Code*, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202
GENERAL DEFINITIONS

APPROVED. Approved by the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for occupancy.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION. The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their

food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

LABELED. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

LET FOR OCCUPANCY OR LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PREMISES. A lot, plot or parcel of land including any structures thereon.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e. g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.