

**BID DOCUMENTS**  
**FOR**  
**2019 - 2022 REFUSE SERVICE BID**



**CITY OF OWOSSO**  
**301 W. MAIN STREET**  
**OWOSSO, MICHIGAN 48867**

**April 29, 2019**

## NOTICE TO BIDDERS

### 2019 – 2022 REFUSE SERVICE BID FOR THE CITY OF OWOSSO, MICHIGAN

Bids will be accepted until **3:00 p.m. Tuesday, May 14, 2019** for the 2019 – 2022 REFUSE SERVICE BID at which time bids will be publicly opened and read aloud.

Sealed proposals will be received by the city of Owosso for the 2019 – 2022 REFUSE SERVICE BID and should be addressed to:

Bid Coordinator  
City of Owosso  
301 W. Main Street  
Owosso, Michigan 48867

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

### 2019 – 2022 REFUSE SERVICE BID

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The bidder agrees that if the city accepts their proposal, the bidder will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal and will furnish the surety for performance, for one hundred percent (100%) of this bid, which shall be accepted and approved by the city.

The proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) or on the MITN website at [www.mitn.info](http://www.mitn.info).

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

### INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) and on the MITN website at [www.mitn.info](http://www.mitn.info).

All inquiries regarding this bid must be received at least (5) calendar days prior to the submission and shall be addressed to the Bid Coordinator. Inquiries shall be received in, and responded to, in writing via FAX at 989-723-8854 or by e-mail to [debbie.hebert@ci.owosso.mi.us](mailto:debbie.hebert@ci.owosso.mi.us)

## INSTRUCTIONS TO BIDDERS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Bidders are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the bid.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the bidders' attention is called to General Condition six (6).
6. Proposals should be mailed or delivered to the Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
8. Bodily injury, property damage and worker's compensation – The contractor, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*

## BID Proposal

### 2019 – 2022 REFUSE SERVICE BID

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE “CITY”)

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, list under “other services/items offered.” This is an “all or nothing” bid which will be awarded in its entirety to the successful bidder.

The undersigned, having examined the bid proposal forms and specifications, does hereby offer a 2019 – 2022 REFUSE SERVICE BID beginning July 1, 2019 through June 30, 2022, listed below at the following prices to wit:

Item	Description	Qty	Unit	7/1/2019-6/30/2020 Unit Price Year	7/1/2020-6/30/2021 Unit Price Year	7/1/2021-6/30/2022 Unit Price Year	Unit Price 3-Year Total
1	Six (6) yard load-all container with lid to be placed at the Public Safety Building and emptied <i>once weekly</i> .	1	EA				
2	Six (6) yard load-all container with lid to be placed at the Public Works Garage and emptied <i>twice weekly May – October and once weekly November-April</i> .	1	EA				
3	Four (4) yard load-all container with lid to be placed at the Public Works Garage and emptied <i>twice weekly May-October and once weekly November-April</i> .	1	EA				
4	Four (4) yard load-all container with lid to be placed at the Wastewater Plant and emptied <i>twice weekly after 7:00 AM</i> .	1	EA				
5	Four (4) yard load-all container with lid to be placed at the Filtration Plant and emptied <i>once every two (2) weeks</i> .	1	EA				

**2019 – 2022 REFUSE SERVICE BID  
(Continued-Page 2)**

Item	Description	Qty	Unit	7/1/2019- 6/30/2020 Unit Price Year	7/1/2020- 6/30/2021 Unit Price Year	7/1/2021- 6/30/2022 Unit Price Year	Unit Price 3-Year Total
6	Four (4) yard load-all container with lid to be placed at the Soccer Fields and emptied <i>once weekly during April, May and June.</i>	1	EA				
7	Four (4) yard load-all container with lid to be placed at the Oakwood Ball Park and emptied <i>once weekly May through August.</i>	1	EA				
YEARLY TOTALS							

Bidders Initials \_\_\_\_\_

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

BID PROPOSAL PAGE 2 OF 3

On behalf of \_\_\_\_\_, I hereby submit this proposal for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at \_\_\_\_\_ State of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Bidder

Witness:

\_\_\_\_\_

By/s/

\_\_\_\_\_

Business Address

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Telephone Number

**BID PROPOSAL PAGE 3 OF 3**  
**GENERAL CONDITIONS**

**1. LOCAL PREFERENCE POLICY**

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

**2. BID ACCEPTANCE**

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

**3. PAYMENT**

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

**4. BID DEFAULT**

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

**5. UNIT PRICES**

Prices should be stated in units of quantity specified.

**6. QUOTED PRICES**

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

**7. SUBSTITUTIONS**

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

**8. HOLD CITY HARMLESS**

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

**9. COMPETITIVE BIDDING STATUTES**

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

**10. SAMPLES**

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder' expense.

**11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES**

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.



## LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner:  
To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

**AFFIDAVIT**

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

\_\_\_\_\_  
Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

\_\_\_\_\_  
Business name and address of sub-contractor

\_\_\_\_\_  
Percentage of contract

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company name

**SIGNATURE PAGE AND LEGAL STATUS**

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by \_\_\_\_\_  
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation \_\_\_\_ ; State of Incorporation \_\_\_\_\_

B. Partnership \_\_\_\_ ; List of names \_\_\_\_\_  
\_\_\_\_\_

C. DBA \_\_\_\_ ; State full name \_\_\_\_\_ DBA  
\_\_\_\_\_  
\_\_\_\_\_

D. Other \_\_\_\_ ; Explain \_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**PROOF OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED (CONTRACTOR)**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

ADDRESS

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

2019-2022 REFUSE SERVICE BID

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor’s officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company’s liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR’s are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker’s Compensation Insurance** including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days notice for non-payment of premium is required and a Thirty (30) days notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

6. **Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Authorized Insurance Agent

AGENCY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**GENERAL SPECIFICATIONS**

**2019 – 2022 REFUSE SERVICE BID  
CITY OF OWOSSO, MICHIGAN**

	<b>COMPLY</b>	<b>EXCEPTION</b>
All materials must be disposed of in a State Certified Landfill.		
Price quoted to remain firm until June 30, 2022.		
Comply with Chapter 34, Article II, Rubbish and Garbage, of the City's Code of Ordinances as applicable.		

**Explain Exceptions:**

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## ARTICLE II. - GARBAGE AND RUBBISH<sup>21</sup>

Footnotes:

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**Editor's note**— Ord. No. 563, § 1, adopted August 18, 1997, has been treated as repealing Art. II, §§ 34-16 and 34-31—34-50, in its entirety, and adding a new Art. II, §§ 34-16 and 34-39—34-50. Former Art. II pertained to similar subject matter and derived from the Code of 1977, §§ 2.1—2.8, and 2.9(1)—(8), (10)—(12); and Ord. No. 356, adopted March 3, 1980.

**Cross reference**— Waste materials and litter on premises having mechanical and electronic amusement devices, § 4-155; littering and distribution of handbills, § 18-46 et seq.; solid waste disposal for outdoor assemblies, § 20-29(7); litter on streets, § 29-136 et seq.

**State Law reference**— Authority to regulate disposal of garbage and rubbish, MCL 123.241 et seq., 123.361 et seq.

### DIVISION 1. - GENERALLY

Sec. 34-16. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Approved incineration* and *approved garbage grinder* shall mean incinerators and garbage grinders respectively, which conform in all respects to the requirements for incinerators and garbage grinders contained in the building code of the city.

*Ashes* means the residue from the burning of wood, coal, coke or other combustible materials.

*Garbage* means rejected food wastes including waste accumulation of animal, fruit or vegetable matter used or intended for food or that attend the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

*Recyclable materials* means post-consumer waste materials collected with the intent of providing for their eventual reuse in the manufacture of other products.

*Refuse* means putrescible and nonputrescible solid wastes, except body wastes and recyclable materials and includes garbage, rubbish and ashes.

*Rubbish* means nonputrescible solid wastes, excluding ashes and recyclable materials, consisting of both combustible or noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, grass, bedding, crockery or litter of any kind that will be a detriment to the public health and safety.

*Vehicle* means any automobile, truck, trailer, semi-trailer, tractor, any self-propelled or mechanically driven vehicle or any vehicle in anywise attached to or connected or drawn by any self-propelled or mechanically driven vehicle or any conveyance, whether self-propelled or mechanically driven, used for the transportation of garbage or rubbish.

(Ord. No. 563, § 1, 8-18-97)

**Cross reference**— Definitions and rules of construction generally, § 1-2.

Secs. 34-17—34-38. - Reserved.

### DIVISION 2. - COLLECTION

Sec. 34-39. - Rules, regulations.

The city manager shall make such rules and regulations governing refuse collection, transportation and disposal as may be deemed necessary.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-40. - Reserved.



Sec. 34-41. - Receptacles—Generally.

No person shall operate, use or cause to be driven or used upon the streets, alleys or public ways of the city, any vehicle transporting or delivering any refuse unless the same is so carried, carted or conveyed in an appropriate receptacle, which receptacle shall be covered at all times with a suitable cover. Any receptacle so used shall not be made of wood and shall always be kept in a clean condition. Any person transporting any refuse shall securely cover and secure the load so that no part of the load shall be lost while being transported.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-42. - Reserved.

Sec. 34-43. - Owner's duty as to refuse.

- (a) It shall be the duty of the owner, occupant, or person in charge of any dwelling, house, store or other business establishment, manufacturing company or other building where refuse accumulates to provide approved refuse receptacles, to cause to be placed therein refuse or other waste material created or accumulated on the premises owned or controlled by him or her, and to provide for the collection or disposal of such refuse or waste material on such regular basis as is necessary to avoid the creation of a public nuisance.
- (b) Except as permitted in section 34-49, it shall be unlawful for any person to place or maintain containers for garbage, waste, rubbish or debris of any nature in front of a residence or structure or in the area from the front of the residence or structure to the center of the roadway, and if on a vacant lot, then not closer than thirty (30) feet back from the lot line at the street.
- (c) All rates and charges for the use of garbage or refuse service under the provisions of this division shall be determined by contractual agreement between the citizen using the garbage and rubbish collection service and the provider of the garbage and rubbish collection service.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-44. - Construction wastes.

It shall be the duty of the owner, contractor or other person responsible for construction work to remove from the premises within a reasonable time after completion of such construction work, all surplus construction material and refuse building material. Such materials shall be disposed of in accordance with the provisions of this article.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-45. - Uncollectible refuse.

It shall be unlawful for any person to place in any receptacle for collection any material that might either endanger the collection personnel or that would be detrimental to the normal operation of disposal such as gaseous, solid or liquid poisons, dead animals, ammunition, explosives or any material that possesses heat sufficient to ignite any other collected materials.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-46. - Refuse littering and accumulation.

No paper, lawn cuttings, or rakings, leaves, weeds, ashes or any other refuse material whatsoever shall be thrown or swept into any street, gutter, intake, alley, vacant lot, park, greenbelt, or other property whether public or private. It shall be the duty of every tenant, lessee, owner or occupant of any property at all times to maintain the premises in a clean and orderly condition, permitting no deposit or accumulation of materials other than those ordinarily attendant upon the day to day use for which the premises are legally intended. It shall be unlawful to bury any animal or vegetable wastes anywhere in the city and it shall be unlawful to deposit, throw, or leave refuse on the premises of any other person.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-47. - Disposal of refuse.

No person shall dispose of any garbage within the city other than in accordance with the provisions of this article.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-48. - Accumulation and disposal of refuse.

Any refuse accumulated or stored outside of a dwelling or building on any premises, shall be stored in receptacles meeting the requirements of this article. No rubbish may be stored or accumulated which is contaminated by any garbage, unless stored as garbage. Refuse shall be disposed of only to a refuse collector, except that any person may dispose of his or her own refuse as follows:

- (1) By an approved incinerator or approved garbage grinder located within a building.
- (2) Where such refuse consists wholly of material which will burn readily without objectionable odor, by outside incineration, but only in approved containers located in a safe place at least twenty-five (25) feet from any structures or property line. No person shall burn any rubbish, except leaves, within thirty (30) feet of any street line. On any premises where any building or structure exists, no rubbish, except leaves, shall be burned in any part of the front yard or in any side yard abutting on any street. The terms "front yard" and "side yard" shall have the meanings defined in section 38-5.
- (3) By transporting the same to a solid waste transfer facility or state-licensed landfill, but only in accordance with the rules and regulations pertaining thereto.
- (4) Where such refuse consists of putrescible solid waste, by composting in such a manner as to minimize the creation of objectionable odors and the attraction of animals.

(Ord. No. 563, § 1, 8-18-97)

Sec. 34-49. - Refuse collection—Residential collection.

The following rules and regulations shall apply to residential refuse collection in the city:

- (1) The type of service to be desired by the resident may be either back or side door pick-up or curb side pick-up.
- (2) If curb side pick-up is selected by the resident, refuse is to be placed inside the curb so that the same shall not in any way be in the traffic portion of the street, and shall be placed inside the curb for pick-up on the morning no earlier than 4:00 p.m. the day before the day of collection in residential areas. Any containers belonging to the resident that are left at the curb after collection of refuse are to be removed to the back or side yard on or before 12:00 midnight, of the day of collection. Materials left at the curb for pick-up must be in city-approved containers. The responsibility of compliance with the provisions of this section shall be with the property owner or person placing refuse at the curb. Any violator of the provisions of this section will be immediately ticketed by the police department.
- (3) Collection shall be conducted on the following prescribed routes and schedules and no collection shall be allowed on any dates other than those set forth below:
  - a. Tuesday—South of M-21
  - b. Thursday—North of M-21

Collection shall begin no earlier than 7:00 a.m., and finished no later than 6:00 p.m., on the day of collection.

Non-work holidays will move the schedule back one day during those weeks, with Saturday added as a day of pick-up.

- (4) Collections shall be made once each week for each customer.
- (5) Quantity of material to be collected shall be limited only by the arrangement the resident has with his or her collector.

(Ord. No. 563, § 1, 8-18-97; Ord. No. 699, § 1, 7-7-08; Ord. No. 765, § 1, 5-4-15)

Sec. 34-50. - Same—Commercial, multiple residential collection.

Refuse collection from commercial or multiple residential or other establishments using collector-owned containers shall be the responsibility of the owner of the establishment. The following rules and regulations shall apply to this type of collection:

- (1) Containers shall remain covered at all times.
- (2) Sufficient containers shall be required so that no overflowing shall occur.
- (3) Containers shall be kept clean and odor free.
- (4) All putrescible material shall be in tightly sealed plastic bags before being placed in containers.

(Ord. No. 563, § 1, 8-18-97)

Secs. 34-51—34-65. - Reserved.