

SOLID WASTE MANAGEMENT ORDINANCE  
PROVIDING FOR THE COLLECTION OF GARBAGE  
AND RUBBISH IN THE VILLAGE OF CONCORD

1. DEFINITIONS: "Garbage" means rejected food wastes, including waste accumulation of animal, fruit or vegetable material used or intended for food or that attend the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetable, and all discarded material that has come in direct contact with the foregoing resulting from the handling, processing, storage, preparation, serving and consumption of food. "Rubbish" shall include trash, debris, ashes and other household waste materials, including discarded appliances and large items and other household materials generally, including articles ordinarily and customarily disposed at sanitary landfills.

2. GARBAGE COLLECTION - LICENSE: It shall be unlawful for any person to engage in the business of collecting garbage in the Village of Concord without first obtaining a license therefor as hereinafter provided.

Whenever any contingency shall, in the judgment of the Village make such action necessary or advisable, the Council may, either by advertising for bids, or otherwise, enter into a contract or contracts with the mutual consent of the licensee, or extend the term thereof, with, and grant a license or licenses to, such person as the Concord Village Council may deem best able to collect garbage in the Village of Concord in accordance with the best interests of the Village and its citizens. Such contract shall be for such term as the Council of the Village shall fix, and it shall contain an agreement by the grantee to collect garbage and rubbish from all residents of the Village, in accordance with the provisions of this Chapter. Any such contract authorized by the Village Council of Concord may be, but need not be exclusive, and the Village Council of Concord may authorize the making on the part of the Village of one or more



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contracts and if the Concord Village Council shall desire, may limit such contract to certain part or parts of the Village, or to certain classes of customers, such as hotels, restaurants, residential and the like.

The Concord Village Council shall grant a license to collect garbage in the Village for the period of said contract upon the payment of the license fee therefor, which shall be per year during the term of said contract.

No license or contract granted or entered into under the provisions of this Chapter shall be transferable or assignable without the permission of the Concord Village Council expressed in the form of a resolution.

3. DUTIES OF CUSTOMERS: All residents of the Village of Concord shall be required to utilize a garbage collection service from a garbage collection service licensed by the Village Council. The residents shall use any containers provided for in the license agreement with the garbage collection service. If none is provided, each resident shall provide a suitable garbage container or containers of not to exceed thirty (30) gallon capacity, free from leaks and with suitable covers, or suitable commercial garbage bags of not to exceed thirty (30) gallon capacity and having a minimum thickness of two mils (.002 inch). Such resident, after complying with the provisions of this Chapter shall be and is hereby designated as a customer, and shall be entitled to receive garbage collection service under and by virtue of the provisions of this Chapter.

Each customer shall keep all garbage containers and bags on his premises in a sanitary and serviceable condition. It shall be unlawful for any person to permit any garbage containers or bags on his premises to become unsanitary or to maintain the same in such condition that it becomes a nuisance, or to load any container above the top rim or fill any bag beyond its rated capacity of the same. Each customer will be allowed a maximum of three (3)-thirty (30) gallon containers or equivalent each week. Volume in excess of this limit may be subject to a surcharge.

Additional rubbish may be placed for pick-up by the garbage collection service, but must be suitably contained, (e.g. tree branches must be no greater than four feet in length and tied into bundles not to exceed one hundred pounds in weight. Large home items such as furniture and appliances may be included only after making prior arrangement with the garbage collection service.

4. DUTIES OF LICENSEE: The licensee shall furnish all customers with garbage collection service as provided for herein as well as under the terms of any contract made between the Village and the licensee.

All garbage trucks used chiefly for residential collection shall have metal covered bodies, and all trucks used chiefly for collection from commercial establishments shall have metal covered bodies equipped with mechanical loading devices. All vehicles used by the licensee in the collection and disposal of garbage shall have, on both sides thereof, a sign containing the name of the licensee, the telephone number and the number assigned to said vehicle, all of which shall be marked with plain unobscured letters not less than four (4) inches in height. The Village of Concord or its agent shall have the right to inspect said vehicles at all times. The licensee shall keep all of said vehicles in a sanitary condition. All said vehicles shall be approved by the Village of Concord.

5. PERIODS OF COLLECTION - METHODS: All garbage shall be collected by the licensee at least once each week from residential customers in the Village, at least three days intervening between collections, except upon those occasions when conditions beyond the control of the licensee make it impossible, and collections from public markets, hotels, hospitals, fish markets, grocery stores, restaurants and similar commercial establishments shall be made according to the request of the customer. All collections of garbage in the residential sections of the Village shall be made between the hours of 6:00 a.m. and 6:30 p.m. The licensee shall collect garbage by depositing the garbage bags and emptying the contents of garbage containers into

a water-tight container and then loading the contents thereof into the licensee's vehicle and returning the container to the place on the customer's premises from which it was removed and replacing the cover, provided, however, when it is more convenient to do so, the garbage bags and the contents of the garbage containers may be emptied directly into licensee's vehicle and then the garbage containers returned to the customer's premises, with covers replaced in the manner herein mentioned. All containers and bags shall be so handled and emptied that no garbage is spilled on the premises of the customer or in any street area.

6. RATES FOR SERVICE: The contract provided in Section 2 shall fix the rate per customer to be charged for the garbage service provided in this Chapter and such rates shall be consistent with good service and the protection of the public health. Rates shall be established for residential service only, with rates for commercial service to be negotiated directly between licensee and the particular customer. An extra charge may be provided for the servicing of containers or bags at other than approximately ground level locations. The Concord Village Council may provide in the contract with the licensee conditions under which service to customers may be terminated, reinstatement of service after same has been terminated, short cancellations of service for periods of time, if residence will be unoccupied, and other provisions which, in the opinion of the Council, are deemed desirable to carry out the intent of this Chapter.

7. TELEPHONE: Any licensee hereunder shall provide a telephone and shall provide someone to regularly answer the same during normal business hours.

8. TWO-FAMILY LIMIT: No garbage container used by any customer under this Chapter shall be used by more than one family.

9. TRANSPORTATION OR CARTAGE OF GARBAGE: All garbage collected by the licensee shall be so loaded that as soon as any compartment of licensee's vehicle is filled, the same shall be immediately covered with a metal cover.

10. LIABILITY OF LICENSEE: Any licensee hereunder shall pay any and all claims or judgments made, allowed or obtained against the Village of Concord, either alone or jointly with said licensee, and otherwise hold said Village harmless from liability on account of any injury or damage to person or property by reason of any acts or omissions of licensee hereunder, and said licensee shall intervene and defend any such claim, suit or action upon written notice thereof given by the Clerk of the Village to such licensee.

11. LIABILITY INSURANCE: All licensees hereunder shall carry automobile property damage and liability insurance for the benefit of said Village in such amounts and with such insurers as shall be approved by the Concord Village Council.

12. WORKER'S COMPENSATION LAW AND INSURANCE: All licensees under this Chapter during the time that they are so licensed shall become subject to the Worker's Compensation Law of the State of Michigan and shall carry Worker's Compensation Insurance as required by law.

13. DISPOSAL OF GARBAGE: Any licensee hereunder must dispose of all garbage in such manner as not to create a public or private nuisance, and as required by any County, State and Federal laws and regulations.

14. AUTHORITY OF VILLAGE COUNCIL: Authority to inspect, investigate and report on the service rendered by any licensee in the collection, delivery and disposal of garbage is hereby given to the Village Council or its authorized agent.

15. PROHIBITED CARTAGE OF GARBAGE: It shall be unlawful for any person to transport or carry through or on the streets of the Village of Concord, any garbage in any wagon or vehicle, unless said garbage is thoroughly covered with a metal cover, or to carry the same in cans, wagons, or vehicles which are not free from leaks or to allow any garbage to drift or fall on any street or public place, or to dump or dispose of any garbage on any vacant lot or open premises, with the limits of the Village.

16. COMPLAINTS: The Concord Village Council shall, by the terms of the contract of the Village with any licensee, provide for the proper and orderly handling of any complaints or failure in service or that the licensee is not complying with the provisions of the contract and Chapter. All complaints by any customer may be referred to the Health Officer of the Village of Concord, or to any appropriate Department or official of the Village designated by the Village Council, by resolution, for investigation for the purpose of determining whether there has been any violation of any of the provisions of this Chapter. Any proceedings for the enforcement of this Chapter may be instituted by the Village Council, but nothing contained herein shall be construed as foreclosing any person from seeking private redress or filing his own complaint in any court for violation of this Chapter.

17. REFUSE COLLECTORS: No person shall engage in the business of collecting, transporting, or disposing of any animal, vegetable or kitchen refuse except a person licensed therefor in accordance with section 2 of this Chapter. No person shall engage in the business of collecting, transporting or disposing of any other form of rubbish or refuse whether or not herein defined as "garbage" without first obtaining a license therefor. Licenses shall be issued upon application to the Village Clerk on forms provided by the Village and upon payment of such fee as shall be established by the Concord Village Council. No such licensee shall be issued except upon certification by the Village Council that the equipment and the ability of the licensee is such that the licensee is able to conduct a refuse and rubbish collection business in accordance with the terms of this Chapter and rules and regulations as may be adopted by the Village Council. The Village Council shall make such rules and regulations governing the operation of the business of refuse collection as it may deem necessary. The Village Council shall revoke the license of any refuse collector who fails to abide by any such rule or regulation adopted by the Village Council, or any provision of this Chapter. Written notice of violations of

any such rule or regulation shall be remitted to the licensee and such licensee shall have a reasonable opportunity to correct the violation. Prior revocation of a license shall be sufficient grounds for the Village's refusal to certify any future application by such licensee.

18. PENALTIES AND REPEALING PROVISIONS: Any person, persons, firm or corporation who shall violate any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and in all cases in which a penalty has not been hereinbefore specifically provided, any such person or persons shall be subject to a fine of not exceeding three hundred (\$300.00) dollars, or by imprisonment in the County Jail of Jackson County for a period of not exceeding ninety (90) days, or both such fine and imprisonment in the discretion of the Court.

In addition to the penalties provided in this Chapter, the Village Council may revoke any license granted under any of the provisions of the ordinance, whenever any licensee hereunder shall have been convicted of violating any of the provisions of this Ordinance. In such case, all license fees which have been paid for said license shall thereupon be forfeited.

Should any provisions or Chapters of this Ordinance be by the courts decided to be unconstitutional or unauthorized, or in conflict with any other Chapter or provisions of this Ordinance, such decision shall affect only the Chapter or provision of this Ordinance declared to be unconstitutional or unauthorized and shall not be held to invalidate or impair the validity, force or effect of any other Chapter or Chapters or provisions of this Ordinance.

Any and all Ordinances, or parts of Ordinances, contrary to inconsistent with or superceded by the provisions of this Ordinance are hereby repealed.

All proceedings undertaken under prior Codes of the Village of Concord shall continue to conclusion as though this Ordinance had not been adopted. This shall include arraignments, pleas, probation orders, time payment plans, confinements, and other such proceedings. This Ordinance shall not be deemed to prevent



or suspend the right to prosecute for any offense committed prior to the effective date of this Ordinance under the terms of the prior Ordinance which shall remain in effect for all such purposes.

This ordinance is declared to be an emergency ordinance which is immediately necessary for the preservation of the public peace, health or safety and shall have immediate effect upon publication.

Passed in open Council meeting on April 26, 1988 , by motion of Councilman Whiting , supported by Councilman Miller .

*Halsey D. Jenks*  
Halsey D. Jenks  
PRESIDENT

*Sheryll A. Dishaw*  
Sheryll A. Dishaw  
CLERK.

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Village Council of the Village of Concord, County of Jackson, Michigan, at a regular meeting held on the 26th day of April, 1988, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: Leland Whiting, Eldon Hawkins, Tom Cecil, Joyce Hakes, Glenn Miller, Mike Lovitt and Halsey Jenks; and that the following members were absent: none.

I further certify that Member Leland Whiting moved adoption of said Ordinance and that said motion was supported by Member Glenn Miller.

I further certify the following Members voted for adoption of said Ordinance: Whiting, Hawkins, Cecil, Jenks, Lovitt, Miller and Hakes; and that the following Members voted against adoption of said Ordinance: None.

I further certify that said Ordinance has been recorded in the Ordinance book and that such recording has been authenticated by the signatures of the President and Clerk.

*Sheryll A. Dishaw, Clerk.*

## FRANCHISE GRANTED TO SOUTHEASTERN MICHIGAN GAS COMPANY

## ORDINANCE #119

An Ordinance granting a franchise to Southeastern Michigan Gas Company to construct, operate and maintain in the public streets, highways, alleys and other public places in the Village of Concord, Jackson County, Michigan, all needful and proper gas pipes, mains, conductors, service pipes and other apparatus requisite for the manufacture, transmission and distribution of gas for public and private use and to conduct a local business therein.

The Village of Concord Ordains:

SECTION 1. GRANT OF FRANCHISE. Permission is hereby granted to Southeastern Michigan Gas Company, a Michigan Corporation, and to its successors and assigns, to construct, operate and maintain in the public streets, highways, alleys and other public places in the Village of Concord, Jackson County, Michigan, all needful and proper gas pipes, mains, conductors, service pipes and other apparatus and facilities requisite for the manufacture, transmission and distribution of gas for all purposes to the Village of Concord, and the inhabitants thereof, and for conducting gas elsewhere to supply neighboring cities, villages and other territories supplied with gas by said Grantee, subject, however, to all conditions and restrictions hereinafter contained.

SECTION 2. CONDITIONS. The conditions of the foregoing grant are as follows:

a) The Grantee shall do no injury to any street, highway, alley or other public place, or to any shade tree, or in any manner disturb or interfere with any water transmission and distribution lines or with any public or private sewer now or hereafter laid or constructed by any authorized person or corporation.