

**VILLAGE OF NEWBERRY
VILLAGE COUNCIL PUBLIC HEARING
SOLID WASTE HAULER
6:00 P.M., TUESDAY, MARCH 15
Meeting Location: 307 E. McMillan Avenue**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

- 4. PUBLIC COMMENT** – Prior to consideration of official business, citizens may speak to a subject on the public hearing agenda. Citizens must identify themselves by name and address prior to speaking. Comments are limited to 3 minutes.

**5. PRESENTATION AND DISCUSSION OF SOLID WASTE HAULER
CONTRACT & ORDINANCE 13**

- a. Brief overview of previous meetings and votes
 - b. Overview of pricing & cost comparisons
 - c. Presentation by GFL
 - d. Review of Ordinance 13 language
 - e. Review of submitted written comments from public:
 - i. Christopher Cox – 511 E Court Street
 - f. Questions and discussion period for council and Village staff
- 6. PUBLIC COMMENT-** Citizens must identify themselves by name and address prior to speaking. Comments are limited to 3 minutes.

7. ADJOURNMENT OF PUBLIC HEARING

Garbage Pick up for average customer in Newberry Area - Current Charges											
			GFL			Zellar					
96 gallon weekly	78.00 quarterly	26.00 mthly		70.50 quarterly	23.00 mthly	additional bags \$2.25 a bag					
65 gallon weekly	n/a			\$57.00	19.00 mthly	additional bags \$2.25 a bag					
Senior rate	n/a			n/a							
Recycling	can drive cardboard to Soo			n/a							
30 yard Rolloff	\$ 705.00			\$599.50							
	upto 3 ton, after 3 ton 60.00 a ton			up to 5 ton, over 5 ton is .10 a pound							
	10 days			7 days							
				over 7 days is 20.00 a day							

Solid Waste Disposal Fee Comparison updated 3.14.2021 **UPDATED**

GFL	Frequency of Service	Monthly	Yearly
Trash – 96 gallon cart HH cost per month	Weekly	\$19.50	\$234
Trash – 64 gallon cart HH cost per month	Weekly	\$18.50	\$222
Trash – Senior Plan HH cost per month	Weekly	\$15.50	\$186
Recycling HH cost per month	Weekly	n/a_	0
Recycling HH cost per month	Monthly	included	0
Bulk Item ¹ HH cost per month	2x per year (3 items ea time)	included	0

VON	Frequency of Service	Monthly (includes \$4.50 charge)	Yearly
Trash – 6 bags of garbage (96 gallon equivalent)	Weekly	\$40.50	\$486.00
Trash – 4 bags of garbage (64 gallon equivalent)	Weekly	\$28.50	\$342.00
Trash – 2 bags of garbage (senior)	Weekly	\$16.50	\$198.00
Recycling HH cost per month	Weekly	n/a	n/a
Recycling HH cost per month	Bi-Weekly	n/a	n/a
Bulk Item ¹ HH cost per month	1 item monthly	n/a	n/a

BID SUMMARY (Return this sheet)
CONTRACTOR PERFORMS BILLING AND COLLECTIONS

Waste Collection Services	Frequency of Service	Base Cost per Household				
		Year 1	Year 2	Year 3	Year 4	Year 5
RESIDENTAIL COLLECTION						
Trash – 96 gallon cart HH cost per month	Weekly	\$ 19.50	\$ 19.90	\$ 20.50	\$ 21.10	\$ 21.75
Trash – 64 gallon cart HH cost per month	Weekly	\$ 18.50	\$ 18.90	\$ 19.40	\$ 20.00	\$ 20.60
Trash – Senior Plan HH cost per month	Weekly 65 and older	\$ 15.50	\$ 15.95	\$ 16.40	\$ 16.90	\$ 17.50
Recycling HH cost per month	Weekly	\$ n/a	\$ _____	\$ _____	\$ _____	\$ _____
Recycling HH cost per month	*Monthly	\$ included	\$ included	\$ included	\$ included	\$ included
Bulk Item ¹ HH cost per month	#2x per year	\$ included	\$ included	\$ included	\$ included	\$ included

Notes: 1. Bulk Item collection limited to one (1) item per month.

* 96 gallon cart included for 1x per month recycling

Waste Surcharge fee: 96 gallon cart n/a
64 gallon cart n/a
Senior Plan n/a

Bulk item pickup offered 2x per year (3 items each time)

Submitted by:

Signature

GFL ENVIRONMENTAL
Contractor Name

JIM SMITH, GENERAL MANAGER
Name and Title (print)

CORPORATION
Sole proprietorship/partnership/corporation

906-635-3380 906-635-3389
Phone Fax

MICHIGAN
If corporation, state of incorporation

3239 W. M-28 BRIMLEY, MI 49715
Address

SOUTHFIELD, MI 48076
Village, State, Zip

Fuel Cost Chart:

<u>If Diesel Cost is above:</u>	<u>Rate Change:</u>
\$3.75	+ 0.50 cents per stop
\$4.00	+\$1.25 per stop
\$4.25	+ \$2.00 per stop
\$4.50	+\$3.00 per stop
\$4.75	+ \$4.00 per stop
\$5.00	+\$5.00 per stop
\$5.25 and above	Will continue to increase by \$1.00 per stop for every \$0.25 increase in diesel cost.

**VILLAGE OF NEWBERRY
COUNTY OF LUCE
STATE OF MICHIGAN**

ORDINANCE NO. 13

Title: SOLID WASTE

An ordinance to protect the health, safety, and welfare of the citizens of the Village of Newberry by regulating the storage, collection and disposal of solid waste within the Village of Newberry and providing penalties for violations of the terms or provisions of this ordinance.

THE VILLAGE OF NEWBERRY HEREBY ORDAINS:

Section 13.1: Definitions.

As used in this Ordinance:

- (a) “Ashes” shall mean the residue resulting from the burning of wood, coal, coke or other combustible material.
- (b) “Commercial waste” shall mean waste material resulting from the operation of licensed business enterprises and institutions.
- (c) “Construction waste” shall mean waste from building construction, alteration, demolition or repair including, but not limited to excavated earth, stones, brick, concrete, plaster, lumber and roofing.
- (d) “Curbside” means a location near the traveled portion of the roadway used for the collection of solid waste and recyclable materials.
- (e) “Disposal” shall include the storage, collection, disposal or handling of refuse.
- (f) “Garbage” shall mean 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, fruits or vegetables. All residential garbage shall be drained of surplus liquids.
- (g) “Hazardous waste” shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which, because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment.

- (h) “Household bulk waste” means, by way of example, washers, dryers, stoves, Freon free refrigerators and similar appliances, as well as construction and yard waste in lengths of no more than 4 feet and weighing, as a unit, no more than fifty (50) pounds, and similar items approved by the waste hauler.
- (i) “Recycling” means the collection of items such as used plastics: tin and aluminum: brown, green and clear glass; newspaper, magazines, cardboard and stationary paper, approved for collection and recycling by the waste hauler.
- (j) “Refuse” shall mean all solid waste, except animal and human excrement, and shall include garbage and rubbish.
- (k) “Resident” means a single-family residential structures and multi- multi-family residential structures with four or less residential units per parcel located within the Village of Newberry.
- (l) “Residential refuse” shall mean refuse generated from normal household use. Residential refuse does not include commercial waste, construction waste, hazardous waste, residential yard waste, dead animals, or remnants from butchered animals.
- (m) “Residential yard waste” shall mean yard waste generated from households including grass clippings, leaves, and trimmings from shrubs, trees or buses. Residential yard waste does not include tree limbs over four (4) inches in diameter or tree stumps.
- (n) “Rubbish” shall include glass, metal, paper, , or non-putrescible solid wastes.
- (o) “Waste Hauler” shall mean a duly licensed waste hauler authorized to do business in the State of Michigan contracted with the Village of Newberry to provide residential waste hauling, disposal, and recycling services.

Section 13.2: Collecting and Contracting

- (a) The Village may undertake the general collection of garbage and refuse anywhere in the Village, or it may contract with a Waste Hauler, for making such collections pursuant to this Ordinance.

Section 13.3: Explosives:

- (a) It shall be unlawful for anyone to place or cause to be placed in regular garbage or refuse receptacles any explosive or highly inflammable materials.

Section 13.4: Diseased Materials

- (a) Removal of wearing apparel bedding, refuse or other materials from homes or other places where highly infectious diseases have prevailed, shall be performed under the supervision of the Luce County Health Department. Such refuse shall not be placed in containers for regular collection of refuse or garbage.

Section 13.5: Storage Regulations.

- (a) All residential refuse generated on a residential property shall be stored in a refuse container as approved by the Waste Hauler for curbside pick up or dumpster pick up.
- (b) All recyclables generated on a residential property shall be stored in recycling container as approved by the Waste Hauler for curbside pick up.
- (c) No resident shall store refuse and/or recyclables in the front of their premises except for the evening before or on the day designated for refuse pick up and curbside recycling.
- (d) No refuse, garbage, rubbish, recycling, or other material whether residential, commercial, industrial, or of any other classification shall be allowed to accumulate or remain on any property for a period of time beyond either the residential collection period or 14 days if not subject to residential collection, except for residential yard waste.

Section 13.6 Prohibited Collection.

- (a) All waste shall become the property of the licensed waste hauler at the time the material is collected at curbside or other designated collection location. It shall be unlawful for any person other than a licensed waste hauler or the generator of the waste to collect or cause to be collected any waste after it has been placed at curbside or other designated collection location.

Section 13.7. Prohibited Placement of Waste.

- (a) It shall be unlawful for any person to place or cause to be placed waste for disposal upon the premises of another person or with the waste of another person placed at curbside without the permission of the owner of the premises.

Section 13.8: Containers Required.

- (a) Multi-use containers used for the storage of refuse shall be made of durable, watertight, rust-resistant materials, shall be equipped with handles for lifting, and shall meet the requirements of the Waste Hauler.
- (b) Every container used for the storage of refuse shall be equipped with a tight-fitting cover.
- (c) Bins for pick up of curbside recycling shall be of a type approved by the Waste Hauler.
- (d) The combined weight of a container and its contents shall not exceed one hundred twenty-five (125) pounds.

Section 13.9: Deposit, Scatter, Garbage.

(a) No waste, refuse, garbage, rubbish, recycling, or other material whether residential, commercial, industrial, or of any other classification shall be deposited, scattered, or abandoned on any public or private property except as provided by this Ordinance.

Section 13.10: Burning Prohibited

(a) No waste, refuse, garbage, rubbish, recycling, or other material whether residential, commercial, industrial, or of any other classification shall be burned in the open air within the Village of Newberry. No waste material which shall, in burning, cause or create a dense or offensive smoke shall be burned in the open air upon any street, or land within the Village of Newberry, or in the case of dead grass and leaves, without the written approval of the Village Manager and the fire chief.

Section 13.11: Collection by Single Waste Hauler.

(a) If the Village contracts with a designated Waste Hauler, collection and disposal of solid waste, recyclable materials, and bulk items from residential generation sites shall be in accordance with the following provisions:

1. Except as set forth in this section, the Waste Hauler contracted with the Village of Newberry is the exclusive provider of waste hauling, disposal and recycling of all residential refuse, garbage, and recyclables within the Village of Newberry.
2. No resident not exempt from this ordinance shall contract with any other hauler for the pick up and disposal of residential waste, refuse, garbage or ashes or for the pick up of recyclables. Any such contract or contracts or receipt of services for the same with any entity engaged in the business of waste hauling and/or recycling other than the Waste Hauler contracted with the Village of Newberry is a violation of this ordinance.
3. Residents with prepaid existing contracts with other haulers entered into prior to the effective date of this ordinance may continue with that hauler until the expiration of the prepaid agreement or ninety (90) days from the effective date of the contract between the Village and the designated Waste Hauler, whichever occurs first. Residents then must contract with the Waste Hauler or dispose of their own refuse as authorized in Section 5,(a),8.
4. It shall be a violation of this Ordinance if a resident renews or enters into any contract with a waste hauler other than the Waste Hauler contracted with by the Village of Newberry.

5. It shall be a violation of this Ordinance if any waste hauler collects residential refuse or recycling in the Village of Newberry without a current and valid contract with the Village of Newberry.
6. The Waste Hauler shall collect curbside residential refuse, recycling and household bulk waste on the days established by the contract between the Waste Hauler and the Village of Newberry. Empty containers, excess containers and unacceptable items shall be removed from the side of the street or other approved location the same day that curbside collection is made.
7. The Waste Hauler shall not collect ashes; hazardous waste; refuse or garbage which has not been drained of excessive amounts of liquid; commercial waste; construction waste; residential yard waste; and loose material not properly bundled and/or weighing over fifty (50) pounds.
8. Residents shall be allowed to dispose of their own residential refuse and/or recycling so long as the resident properly disposes of the same consistent with all local, state and federal laws and the resident alone disposes of the same without assistance or service from any other person or entity.

Section 13.9: Exempt Entities.

- (a) Commercial licensed businesses, including but not limited to, restaurants, retail sales establishments, wineries, manufacturers, manufacturing facilities and businesses, and apartment or condominium complexes where more than 8 dwelling units are contained within one building, are exempt from the requirements and provisions of this Ordinance.
- (b) All waste, refuse, garbage, rubbish, recycling, or other material defined above, or not defined, which is generated by an exempt entity shall be disposed of according to all local, state, and federal laws.

Section 13.10: Rates, Charges

- (a) While the Village is collecting garbage and refuse it shall charge for such collection a fee which shall be fixed from time to time by resolution of Village Council at the rate of \$4.50 each month for each residential user. Payment of such fee shall be billed by the Village of Newberry together with any fee established as a collection fee. The Village of Newberry will establish collection practices for said fees as determined by the Village Council.
- (b) If the Village contracts with a Waste Hauler, the rates for curbside residential refuse collection and recycling shall be established by the contract between the Waste Hauler and the Village of Newberry.
- (c) If the Village contracts with a Waste Hauler, the rates and schedule for dumpster residential refuse collection shall be established by the Waste Hauler and the requesting resident.

(d) If the Village contracts with a Waste Hauler, all charges for curbside residential refuse collection and recycling services shall be payable according to the requirements of the Waste Hauler. The Waste Hauler shall be responsible for the collection of all charges.

Section 13.12: Violations and Penalties.

(a) Any person or entity who violates this Ordinance shall be responsible for a municipal civil infraction and shall be subject to the following penalties:

1. For a first violation the offender shall pay a fine of \$100.00.
2. For a second violation within a 3-year period from the date the person was found responsible for the first violation, the offender shall pay a fine of \$250.00.
3. For a third or subsequent violation within a 3-year period from the date the person was found responsible for the first violation, the offender shall pay a fine of \$500.00.

(b) Each day the violation occurs shall be considered a separate violation.

(c) Village costs. Upon failure of any person to store or dispose of garbage or refuse in the manner set forth in this chapter and when such improper storage or disposal creates or is likely to create nuisance by virtue of littering, odor, putrefaction, rodent or insect attraction, or broken or hazardous substances, the enforcing officer may take immediate steps to abate such nuisance. All costs thereof shall be recoverable shall be collected as a debt from the owner maintaining or permitting the violation and shall be assessed against the utility bill or as a tax lien pursuant to the single parcel. Village costs shall include, but not be limited to, actual attorney fees and expense of removal and abatement.

(d) The Village Ordinance Enforcement Officer, the Village Manager, and any other person that the Village Council may authorize, are hereby designated as the authorized officials to issue municipal civil infractions.

Section 13.13: Nuisance.

(a) A violation of this Ordinance is hereby declared to be a public nuisance or a nuisance per se and is declared to be offensive to the public health, safety and welfare.

Section 13.14: Injunctive Relief.

(a) In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Village of Newberry may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

Section 13.15: Repealed

(a) All inconsistent and prior ordinances, resolutions, or votes documented in meeting minutes are hereby repealed.

Section 13.16: Severability and Validity

(a) This Ordinance shall be deemed severable and if any word, sentence, clause, section or provision is declared invalid or unenforceable for any reason by any court of competent jurisdiction, it shall not affect any other portion of this Ordinance and the remaining portions of this Ordinance shall remain valid and enforceable.

Section 13.17: Publication

(a) This Ordinance shall be published once in a newspaper of general circulation within the boundaries of the Village of Newberry qualified under State law to publish legal notices immediately after its adoption, and the same shall be recorded in the minutes of the Village of Newberry of the meeting at which this Ordinance was adopted and, in addition shall be recorded in the Ordinance Book of the Village.

Section 13.18: Effective Date.

This Ordinance shall be in full force and effect twenty (20) days after publication.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE DECLARED ADOPTED.

By: Catherine Freese, Village President

By: Terese Schummer, Clerk

Date: _____

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Newberry, County of Luce, State of Michigan, at a regular meeting held on **MARCH 15, 2022** 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 foregoing Ordinance was published on _____ in the following newspaper:

NEWBERRY NEWS.

Terese Schummer, Clerk

From: [Chris Cox](#)
To: [Allison Watkins](#)
Cc: [Catherine Freese](#); [Kip Cameron](#); [D Schummer](#); [Dennis Hendrickson](#); [Lori Stokes](#)
Subject: Solid Waste Contract issue
Date: Monday, March 7, 2022 3:30:18 PM

Ms. Watkins,

I have read with interest the press releases in reference to the proposed changes to the Village Solid Waste Program. After reading them I am left with a few questions.

The publicly provided information does not have enough information for me to make an informed decision as to if this change is something I should support or not. You chose not to release information on the proposed 5 year contract rates with GFL.

You also indicated that private residences would ONLY be allowed to contract with GFL and that all others would have to suspend operations within the village limits. What penalty is there if I choose not to contract with GFL at all and/or choose to contract with a different provider? Further, how does the village intend to enforce this chance? If the village is truly getting out of the solid waste business why do you care? Less than ½ of the village residents use the village service as it is; why not just open it up to the market and let the individuals contract with whomever they choose? I understand the scales of economy mean that attracting a good price from GFL for a period of 5 years is good but what happens after that?

While the per month cost is not the sole decision maker/breaker for me. I would like to know what the proposed rate change would be. Currently I pay the base rate and use between 4-6 tickets for trash monthly.

How much more am I going to be paying for GFL to provide the solid waste service VS what would it cost to up the base rate to cover the needed new truck for the village?

Additionally, Will this program change affect the Village Recycling program? My family uses this program heavily to reduce the volume of trash we create by recycling as much paper, 1&2 plastics, aluminum, and cardboard as we can. Will the village continue this amenity?

Bottom line. I think you need to provide the public with more information in order to allow us to make an informed decision to either support or oppose these proposed changes to the village services.

Sincerely,

Christopher Cox
511 E Court St.
Forttfn97@hotmail.com