

FRANKLIN TOWNSHIP
YORK COUNTY, PENNSYLVANIA
ORDINANCE 2018-1

AN ORDINANCE OF FRANKLIN TOWNSHIP, YORK COUNTY,
PENNSYLVANIA
ESTABLISHING EXCLUSIVE MUNICIPAL COLLECTION AND DISPOSAL
OF MUNICIPAL WASTE

BE IT ENACTED AND ORDAINED, as it is hereby enacted and ordained by the Board of Supervisors of Franklin Township, York County, Pennsylvania, this date, the following:

1. Short Title.

This Ordinance shall be known as the "Franklin Township Municipal Collection and Disposal of Municipal Waste Ordinance."

2. Definitions.

The following words, terms and phrases shall have ascribed to them the meanings herein set forth, unless the use of such word, term or phrase in context clearly indicates a different meaning:

Contractor - the person, corporation or partnership with whom the Township of Franklin shall enter into a contract for collection, transportation and disposal of Municipal Waste along with billing and collection for the service.

Municipal Waste or Refuse - garbage, debris, ashes, leaves, grass clippings, sticks, waste and other organic and inorganic materials normally produced at residential dwellings. The term shall not include industrial or construction waste, furniture, automobiles, automobile parts and tires (except a single automobile tire without a rim, which may be picked up as a single large item), materials from demolished buildings or excavations, or similar items. The term does not include Recyclable Materials that have undergone Source Separation.

Person - any individual, firm, partnership, corporation, association, cooperative enterprise, trust, municipal authority, Federal institution or agency, State institution or agency, municipality, public and private schools and educational facilities, other governmental agency or any other entity or any group of such persons which is recognized by law as the subject of rights and duties. In any provision of this Ordinance prescribing a fine, penalty or imprisonment, the term "person" shall include the officers and directors of a corporation or other legal entity having officers and directors.

Recyclable Material - any material which would be Refuse but for Source Separation and which will be separated, collected and processed by the Contractor into raw materials or products which are beneficially reused (other than as fuel).

Recycling - the separation, collection, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as regulated Municipal Waste and the recovery of reusable materials other than as fuel for the creation of energy.

Recycling Container - for Residential Dwelling Units, the term "Recycling Container" shall refer to the container supplied by the Contractor.

Residential Dwelling - any single-family detached, semidetached, or townhouse dwelling or a dwelling within a multifamily building containing fewer than four Dwelling Units.

Residential Dwelling Unit or Dwelling Unit - any room or group of rooms in a Residential Dwelling, which room or rooms have fixed cooking facilities arranged for occupancy by one person, two or more persons living together or one family having a separate address.

Source Separation - the process of separating, or the separation of, materials from Municipal Waste at the point of origin for the purpose of Recycling.

Township - the Township of Franklin, York County, Pennsylvania, or its authorized representative or representatives.

3. Establishment of Program.

There is hereby established in the Township a voluntary collection, transportation and disposal program for the collection, transportation and disposal of Municipal Waste from Residential Dwelling Units. The Township is authorized to

promulgate such rules and regulations as are necessary to implement the collection, transportation and disposal program for Municipal Waste from Residential Dwelling Units. The Township is authorized by law to enter into a contract with a contractor for the collection, transportation, disposal and billing of Municipal Waste.

4. Authorized Contractor.

On and after the effective date of this Ordinance, except for residents who are currently in a binding contract with another waste collector, only the Contractor shall collect, transport and dispose of Municipal Waste from a Residential Dwelling Unit within Franklin Township. Residents who have a binding contract with a waste collector as of the effective date of this Ordinance, shall have one year to terminate that contract and begin utilizing the contractor authorized by the Township only, except for residents of mobile home parks, which shall be able to continue their contracts with existing haulers through the original term of the contract.

5. Existing contracts.

A. Nothing in this Ordinance shall be construed to impair the obligations of any existing contracts.

B. No renewal or modification of any existing contract and no new contract for the storage, collection, transportation, processing or disposal of regulated Municipal Waste or designated Recyclable Materials shall be entered into after the effective date of this Ordinance.

6. Duty of Residents.

Each Person owning or occupying a Residential Dwelling Unit within the Township is granted the right to participate in the Municipal Waste disposal program. Residents who wish to participate shall notify the Township or its designee in writing on or before the First of the Month in which they wish their participation to commence. Upon being accepted into the program, participating residents shall have all Municipal Waste and Recyclable Materials collected, transported and disposed of by the Contractor.

Any resident wishing to terminate his participation in the Township program shall give thirty days' written notice to the Township or its designee.

7. Approved Containers and Recycling Containers.

An "Approved Container" is defined as a 32-gallon plastic bag or container with a lid, which container or bag, when filled, weighs no more than 50 pounds. Contractor may furnish its own receptacles, equal to or greater than 64 gallons but not to exceed a capacity of 90 gallons; however, such receptacles shall be considered as the equivalent of two Approved Containers for the purposes of the contract between the Township and the Contractor. The term includes a bundle of tree and shrubbery cuttings no more than 4 feet long and 2 feet in diameter.

An Approved Container shall include any bag purchased through the Township or the Contractor for use in this program. Each such bag shall constitute a single Approved Container. Any participant purchasing such bags through the Township or the Contractor shall be required to purchase a minimum number of bags annually per the contract between Contractor and the Township or as otherwise set by the Township consistent with the contract.

Approved Containers and Recycling Containers shall be securely covered or tied as the case may be. Approved Containers and Recycling Containers shall not be placed at the curbside or next to the cartway earlier than the day preceding a scheduled collection day.

Only designated Recyclable Materials, as specified in any contract between the Contractor and the Township, shall be placed into the Recycling Containers for collection by the Contractor.

8. Quantity.

Contractor shall collect such Approved Containers, Recyclable Containers, and oversize items as required in any contract with the Township of the authorized size and weight on each collection day unless the resident has a pre-arrangement in any other contract approved by the Township. Where Contractor has not made a collection by reason of the failure of the residents of a Residential Dwelling Unit to comply with this Ordinance or regulations, Contractor shall report the matter in writing to the Township.

9. Collection Routes.

Contractor shall collect from Approved Containers and Recycling Containers on both sides of all public streets and highways in the Township which are maintained and adopted by either the Township or the Commonwealth of Pennsylvania and on all private roads as directed by the Township.

Collection shall be made from the front curb line, or where there is no curb, immediately next to the cartway of the public street or road.

10. Collection Schedules.

Contractor shall collect Municipal Waste and Recyclable Materials in accordance with the terms of the contract between Contractor and Township, but in no event less than one time per week from each collection point, unless otherwise agreed to by the Township. Contractor shall commence the collection of Municipal Waste between the hours of 6 a.m., prevailing time, and shall complete collection no later than 7 p.m., prevailing time. No collections shall be scheduled for any Sunday or Monday. If the regular collection day shall fall on any of the following holidays, Contractor shall make the collection on the next regular working day after the holiday, unless any contract with the Township provides otherwise. The holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall provide to the Township a local number that residents may use to contact Contractor until 6 p.m. prevailing time.

11. Collection Equipment.

Vehicles used in making the collections shall have completely enclosed watertight metal compaction bodies and shall be able to traverse all public or private roads and streets as directed by the Township. All such equipment shall be approved by the Pennsylvania Department of Environmental Protection, or equivalent State agency having jurisdiction over Municipal Waste, Recyclable Materials, or solid waste, as applicable.

12. Method of Collection.

Municipal Waste and Recyclable Materials shall be picked up at the designated collection points and deposited into the collection vehicles. No Municipal Waste or Recyclable Materials may be spilled on the roads and streets of the Township, and Contractor must make every effort to prevent scattering of Municipal Waste and Recyclable Materials, particularly paper and other light materials by the wind. Contractor shall clean up any spillage promptly and properly. Contractor must take

care not to damage containers belonging to residents or the Township, and in the event of willful or unnecessary damage to such containers, Contractor shall be liable for the same, Contractor shall promptly notify the Township if any residents or property owners claim damage to containers other than reasonable wear and tear.

13. Recyclable Materials.

Contractor shall collect and dispose of Recyclable Materials in accordance with state and federal laws. All Recyclable Materials collected by Contractor shall be removed to a processing facility which recovers reusable materials for sale or reuse.

14. Billing and Payment Procedures.

Participants in the program shall pay periodic or usage-based fees (as may be applicable per the terms of the contract between the Township and Contractor) to Contractor for the municipal service of providing for the collection, transportation and disposal of Municipal Waste and Recyclable Materials. The Township hereby authorizes Contractor to act as agent for the Township and to bill for and collect any periodic fees from the owner or occupant of the Dwelling Unit. The fees charged shall be established by resolution of the Board of Supervisors of Franklin Township if not otherwise provided for in any contract between Contractor and the Township.

15. Ownership of Municipal Waste and Recyclable Materials.

Contractor shall become the owner of the Municipal Waste and any Recyclable Materials at such time as they are collected from each collection point.

16. Disposal of Municipal Waste.

Contractor shall dispose of Municipal Waste only at a disposal facility approved or operated by the York County Solid Waste Authority for the type of waste to be disposed.

17. Other Municipal Waste.

The owners or occupants of premises that do not constitute a Residential Dwelling Unit as defined in this Ordinance shall enter into a contract with a Person authorized or licensed by the Commonwealth of Pennsylvania to collect, transport and dispose of Municipal Waste and Recyclable Materials, which contract shall provide for the collection and transportation of Municipal Waste and Recyclable Materials from the premises and which contract shall provide for the disposal of the Municipal Waste at a disposal facility approved by the York County Solid Waste Authority.

18. Accumulation and Storage of Municipal Waste and Recyclable Materials.

No Person shall accumulate or store Municipal Waste or Recyclable Materials upon private or public property within the Township, except in accordance with the following:

A. Municipal Waste consisting of garbage and similar organic waste materials shall not be permitted to accumulate for a period of time in excess of seven days. All other types of Municipal Waste or Recyclable Materials shall not be permitted to accumulate for a period of time in excess of 30 days.

B. The owner or operator of a participating Residential Dwelling, a mobile home park) or a nonresidential unit shall provide Refuse containers at easily accessible locations for the use of the occupants thereof.

19. Health and Safety.

All Municipal Waste or Recyclable Materials shall be kept, stored and accumulated in such a manner as to prevent the attraction, harborage or breeding of insects, rodents or other vermin and to eliminate conditions harmful to the public health or which create a safety hazard, odors, unsightliness or a public nuisance.

20. Observance of Laws and Ordinances.

Contractor shall comply with all statutes and laws of the Commonwealth of Pennsylvania and all ordinances of Franklin Township in any manner relating to the collection, transportation, disposal, billing and collection of Municipal Waste.

21. Penalties.

For a violation of any provision of this Ordinance enforcement shall be brought before a magisterial district judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Upon conviction thereof, a violator shall be subject to a criminal fine not to exceed one thousand dollars (\$1,000) per violation plus costs (including attorney fees), to a term of imprisonment to the extent allowed by law for the punishment of summary offenses, and/or to a term of imprisonment for the failure to pay a fine. A separate offense shall arise for each day or portion thereof in which a violation is found to exist or for each provision of this Ordinance which is found to have been violated.

22. Effective date.

This Ordinance shall become effective in accordance with law.

23. Severability.

In the event that any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance or other ordinances affected by this Ordinance, it being the intent of Franklin Township that such remainder shall be and shall remain in full force and effect.

24. Relationship to Other Ordinances.

To the extent inconsistent herewith, all other ordinances, parts of ordinances or parts of resolutions inconsistent herewith shall be and the same expressly are repealed.

ENACTED AND ORDAINED this 14th day of March 2018.

ATTEST:

**FRANKLIN TOWNSHIP
BOARD OF SUPERVISORS**



Teresa Adams, Secretary

Kevin Cummings, Chairman



David Sprigg, Vice Chairman

Naomi Decker



Michael Ryan



Eric Stonesifer