

**WASHINGTON TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2024-04

**AN ORDINANCE FOR MUNICIPAL COLLECTION AND DISPOSAL
OF MUNICIPAL WASTE IN WASHINGTON TOWNSHIP**

NOW THEREFORE, BE IT ORDAINED AND ENACTED and it is hereby ordained and enacted that the Washington Township Subdivision Ordinance shall be amended as follows:

Section 1. Short Title.

This Ordinance shall be known as the Washington Township Municipal Collection and Disposal of Municipal Waste Ordinance

Section 2. Definitions.

The following words, terms and phases 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:

Authority- when used in this Ordinance shall mean the York County Solid Waste and Municipal Waste Authority

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

Dwelling- a building or structure used for residential purposes, except hotels, motels, and apartment buildings

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.

Municipal Waste- any ashes, debris, garbage, grass clippings, leaves, sticks, waste, and other materials normally produced at residential dwellings but not meeting the definition of residual or hazardous waste in the Solid Waste Management Act. The term does not include Source-Separated Recyclable Materials.

Refuse- disposable materials, which includes both recyclable and nonrecyclable materials.

Person- every individual human being, firm, partnership, association, corporation, or other legal entity.

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 fuel).

Recycling-the separation, collection, recovery and sale or reuse of glass, metals, paper, plastics, leaf waste and other organic and inorganic materials which is not considered residual or hazardous waste and would otherwise be disposed of or processed as regulated Municipal Waste and the recovery of reuseable material other than as fuel for the creation of energy.

Recycling Container- shall refer to the container supplied by the Contractor.

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 Washington, York County, Pennsylvania, or its authorized representative or representatives.

Section 3. Establishment of Program.

There is hereby established in Washington Township a voluntary collection, transportation, and disposal program for the collection of Municipal Waste. The Township is authorized to publicize such rules and regulations as are necessary to implement the collection, transportation, and disposal program for Municipal Waste. The Township is authorized by law to enter into a contract with a contractor for the collection, transportation, and disposal and billing of Municipal Waste.

Section 4. Authorized Contractor.

On and after the effective date of this Ordinance, except for the residents who are currently in a binding contract with another waste collector, only the Contractor shall collect, transport, and dispose of Municipal Waste within Washington 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.

Section 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.

Section 6. Duty of Residents.

Each person within the Township is granted the right to participate in the Municipal Waste Disposal Program. Participants 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 person wishing to terminate his participation in the Township program shall give thirty days' written notice to the Township or its designee.

Section 7. Approved Containers.

- A. Only containers supplied by the Contractor shall be used based on the level of service selected.

- B. Containers shall not be placed curbside or next to the cartway earlier than 5:00 P.M. the evening before the scheduled collection day. Empty containers shall be removed from the curbside or the cartway by 8:00 A.M. the day following a scheduled collection day.
- C. Only designated Recyclable Materials, as specified in any contract between Contractor and the Township, shall be placed into the Recycling Containers for collection by the Contractor.

Section 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 person has a prearrangement in any other contract approved by the Township. Where Contractor has not made a collection by reason of the failure of a person to comply with this Ordinance or regulations, Contractor shall report the matter in writing to the Township.

Section 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 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.

Section 10. Collection Schedules.

Contractor shall collect Municipal Waste and Recyclable Material in accordance with the terms of the contract between the Contractor and the Township. The Contractor shall commence the collection between the hours of 6:00 A.M., prevailing time, and shall complete collection no later than 7:00 P.M., prevailing time, unless modified by the Board of Supervisor. No collection shall be scheduled for any Sunday. If the regular collection day shall fall on any of the following holidays the Contractor shall make the collection on the next regular working day after the holiday. 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 anyone may use to contact Contractor until 6:00 P.M. prevailing time.

Section 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.

Section 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 the Contractor must make every effort to prevent scattering of Municipal Waste and Recyclable Materials, particularly paper and other light material 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 anyone claims damage to containers other than reasonable wear and tear.

Section 13. Recyclable Materials.

The contractor shall collect and dispose of recyclable materials in accordance with State and Federal laws and regulations. All Recyclable Materials collected by the Contractor shall be removed to a processing facility which recovers reusable materials for sale or reuse.

Section 14. Billing and Payment Procedures.

Participants shall pay a quarterly fee as applicable per the terms of the contract between the Township and the Contractor, to the Contractor for the municipal service of providing for the collection, transportation and the disposal of the Municipal Waste and Recyclable Materials. The Township hereby authorizes Contractor to act as the agent for the Township and to bill for and collect any periodic fees from the participants. The fee charge shall be established by resolution of the Board of Supervisors of Washington Township.

Section 15. Ownership of Municipal Waste.

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

Section 16. Disposal of Municipal Waste.

The 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.

Section 17. Other Municipal Waste.

The owners or occupants of premises that do not constitute a Residential Dwelling or 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.

Section 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.

Section 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.

Section 20. Observance of Laws and Ordinances.

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

Section 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.

Section 22. Severability.

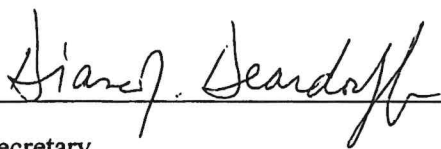
In the event that any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance or other ordinances affected by this Ordinance, it being the intent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

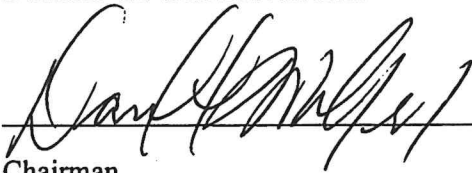
ENACTED AND ORDAINED this 16 day of December 2024

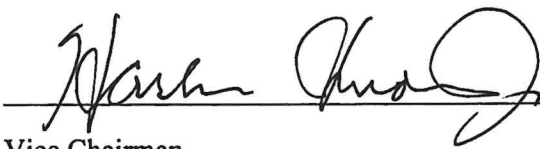
ATTEST:

WASHINGTON TOWNSHIP

BOARD OF SUPERVISORS


Secretary


Chairman


Vice Chairman