

ORDINANCE NO. 91-7

AN ORDINANCE OF THE TOWNSHIP OF DOUGLASS, MONTGOMERY COUNTY, PENNSYLVANIA, ESTABLISHING A WASTE AND RECYCLABLE MATERIALS COLLECTION SYSTEM, PROVIDING FOR COLLECTION OF CERTAIN WASTE AND RECYCLABLE MATERIALS, PROVIDING FOR PROMULGATION OF REGULATIONS IN CONNECTION THEREWITH, AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF

SECTION 1. TITLE. This Ordinance shall be known and may be cited as Douglass Township Waste and Recyclable Materials Collection Ordinance.

SECTION 2. LEGISLATIVE INTENT. This Ordinance is intended to establish a waste and recyclable materials collection system, and to comply with Act 101 of the Commonwealth of Pennsylvania (53 P.S. 4000.101). The Ordinance is intended to require and encourage recycling.

SECTION 3. DEFINITIONS.

"Aluminum" - All food and beverage cans made of the light in weight, ductile and malleable metallic substance or element commonly known as aluminum. This description excludes aluminum foil, trays, plates, and miscellaneous aluminum products.

"Collection Site" - The Curbside location for each Customer at which collection services are to be performed. Each Residential Unit and Eligible Commercial Establishment shall be a separate Collection Site.

"Commingled" - Recyclable Materials (a) which have been segregated from Regulated Municipal Waste but which have not been separated into different types of Recyclable Materials and (b) which have been placed in a special Recycling Container for the purpose of collection.

"Contract Waste" - Those portions of Regulated Municipal Waste which are to be collected and disposed of under the Waste and Recyclable Materials Collection Contract.

"Contractor" - The Person providing Contract Waste and Recyclable Materials collection under this Ordinance.

"County" - The County of Montgomery, Pennsylvania.

"Curbside" - The correct location for the placement of Refuse Containers and Recycling Containers for the purpose of collection by the Contractor. The Curbside location for each Customer shall be (a) adjacent to the Residential Unit or Eligible Commercial Establishment and (b) no more than

five (5) feet from the public street used by collection Vehicles.

"Customer" - Each Residential Unit and Eligible Commercial Establishment within the Municipality, each of which shall be a Collection Site.

"Eligible Commercial Establishment" - Any Person, other than a Residential Unit, who (a) generates Municipal Waste and (b) requests and receives approval by the Municipality to use the collection services provided under the Waste and Recyclable Materials Collection Contract.

"Facility" - Any specific site or Person designated by WSAWMC as the specific place or site or Person to which Solid Waste or Source Separated Recyclable Materials, or any portion of Solid Waste or Source Separated Recyclable Materials, must or may be delivered; or in the absence of a specific site or Person being designated by WSAWMC, any approved site for the delivery of any category of Solid Waste or Source Separated Recyclable Materials. A site will be deemed an approved site for the purposes of this definition so long as that site (a) is in possession of all applicable local, state and federal permits, (b) is operating in accordance with all applicable local, state and federal laws and regulations, and (c) provides WSAWMC with such data and information as WSAWMC requests, including without limitation, (i) the quantity, type, source and date of receipt of Solid Waste and Source Separated Recyclable Materials that were generated in Montgomery County and delivered to the site, (ii) proof that the site is in compliance with (a) and (b) above, and (iii) in the case of Source Separated Recyclable Materials, proof that all such materials received at the site are, in fact, Recycled.

"Glass, Clear" - Clear Glass consists only of clear food and beverage containers made of glass, of one gallon or less capacity, and comprised of the hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually included in the manufacture of glass.

"Glass, Colored" - Colored Glass consists only of green or brown food and beverage containers made of glass, of one gallon or less capacity, and comprised of the hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually including the manufacture of glass.

"Municipal Waste" - All Solid Waste which is within the definition "Municipal Waste" set forth in Section 103 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101.

"Municipality" - The Township of Douglass.

"Newsprint" - Paper which has been used for the production of daily, weekend, and special edition publications commonly known as newspapers.

"Oversized Refuse Items" - Refuse which will not fit into Refuse Containers, including small furniture, carpet, portable television and the like, but excluding Tires and White Goods.

"Person" - Any individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

"Public Awareness Program" - The program developed and provided by the Municipality to inform and encourage residents to use properly the Recyclable Materials collection services provided under this Contract.

"Recyclable Materials" - All designated Source Separated recyclable

materials.

"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 Waste or the mechanized separation and treatment of Solid Waste and creation and recovery of reusable materials or energy.

"Recycling Containers" - A container provided by the Municipality, made of rigid plastic construction, with a capacity of not more than 14 gallons.

"Refuse" - All Regulated Municipal Waste except the following categories of Solid Waste:

- (a) Construction/Demolition Waste
- (b) Bulky Waste
- (c) Putrescible Waste
- (d) Uncompactible Waste
- (e) Special Handling Waste
- (f) Household Hazardous Waste
- (g) Recyclable Materials selected by Municipality
- (h) Unacceptable Waste
- (i) Oversized Refuse Items
- (j) Leaves

"Refuse Bag" - A bag for refuse collection, approved and distributed by Municipality, bearing an identification mark established by Municipality. This shall be the exclusive means by which residents can dispose of refuse.

"Refuse Container" - A receptacle with a capacity of not more than 40 gallons which is (a) constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors or (b) a polyethylene bag which (i) is specifically designed for storage and collection, (ii) is protected against animal damage and overloading so as to prevent littering or attraction of insects or rodents and (iii) has a holding strength capable of withstanding normal stresses until it is collected. The weight of a Refuse Container and its contents shall not exceed 40 pounds.

"Regulated Municipal Waste" - Any Solid Waste generated or collected within Montgomery County which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any Sludge which is not Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Recyclable Materials.

"Residential Unit" - Any single family detached, semi-detached or townhouse dwelling, or a dwelling unit within a multi-family building containing 3 or fewer dwelling units.

"Segregated" - Recyclable Materials which have been separated from Regulated Municipal Waste.

"Solid Waste" - Any waste, including but not limited to, Municipal, Residual or Hazardous Waste, including solid, liquid, semisolid or contained gaseous materials.

"Source Separate" or "Source Separation" - The process of separating, or the separation of, Recyclable Materials from other Solid Waste at the loca-

tion where generated for the purpose of Recycling.

"Steel and Bimetallic Cans" - The ferrous metal food or beverage containers commonly known as tin cans.

"Unacceptable Waste" - Unacceptable Waste consists of the following categories of Solid Waste:

- (a) Chemotherapeutic Waste
- (b) Drums, Barrels and Buckets unless lids have been removed and interiors cleaned and free of any residue
- (c) Explosives and Ordnance Materials
- (d) Gas Cylinders, unless empty and delivered separate from other waste
- (e) Hazardous Waste
- (f) Liquid Waste (i.e. Containing less than 20% solids by weight or flowable)
- (g) Radioactive Materials
- (h) Residual Waste
- (i) Unsterilized or Unprocessed Infectious or Pathological Waste
- (j) Any Solid Waste generated either (i) outside of the Municipality or (ii) within the Municipality by a Person other than a Customer.

"Unit Fee" - The annual fee for collection services bid by the Contractor in response to the Solicitation which resulted in Contract for Waste and Recyclable Materials Collection.

"WSAWMC" - Waste System Authority of Western Montgomery County.

"White Goods" - Large appliances weighing more than 50 pounds, including clothes washers, clothes dryers, dishwashers, freezers, refrigerators, stoves, ovens, hot water heaters, air conditioners, furnaces and electrical heaters.

"Yard Waste" - All garden residues, grass clippings, shrubbery and tree prunings less than one quarter inch in diameter and similar material, but excluding leaves.

SECTION 3. EFFECTIVE DATE. The effective date of this Ordinance shall be October 1, 1991.

SECTION 4. WASTE AND RECYCLABLE MATERIALS COLLECTION CONTRACTOR. The Board of Supervisors of Douglass Township, Montgomery County, Pennsylvania, shall engage a Waste and Recyclable Materials Collection Contractor to collect and remove by vehicle Contract Waste and Recyclable Materials selected by Municipality which customers have placed at curbside in Municipality, subject to the following conditions:

(A) Contract Waste shall include refuse, excluding Oversized Refuse Items, Tires, White Goods, and Unacceptable Waste, placed in Refuse Bags for collection once a week.

(B) Recyclable Materials selected by Municipality shall be collected once every two weeks.

(C) Collection services for Oversized Refuse Items, Tires, White Goods, Yard Waste, Leaves, Unacceptable Waste, Household Hazardous Waste, Special Handling Waste, Construction/Demolition Waste, Bulky Waste, Putrescible Waste, or Uncompactible Waste shall be provided as part of waste and recyclable materials collection system only in the discretion of Municipality in accordance with regulations promulgated by it.

(D) The Waste and Recyclable Materials Collection Contractor may, by contract or other special arrangement with a customer agree to provide services not included in the Contract. Such contracts or special arrangements shall be provided to Customers on a uniform basis and at a reasonable cost. Municipality shall have no responsibility or obligation with respect to any such contract or special arrangement.

SECTION 5. SCHEDULE.

(A) General - The collection of Contract Waste and Recyclable Materials shall be conducted in accordance with a schedule approved by Municipality. Collection shall be commenced between the hours of 5:00 a.m. and 6:00 p.m., except for a rescheduled Saturday collection when collection shall be commenced and completed between 2:00 a.m. and 6:00 p.m.

(B) Holidays - Collections will not be made on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Collections which would normally occur on such holidays shall be rescheduled for the following Saturday.

(C) Detailed Scheduling - The Contractor shall establish specific scheduling, routes and traffic patterns of Vehicles for the performance of the Work. At least 30 days prior to the Commencement Date, the Contractor shall submit to the Municipality the Contractor's specific schedules. Prior to such submission the Contractor shall meet to discuss alternatives with the Municipality.

(D) Schedule Deviations - In the event that as a result of mechanical breakdown, extraordinary weather or other cause there is a likelihood of any delay or nonconformity to the collection schedule, the Contractor shall give immediate notice to the Municipality. Such notice shall not relieve Contractor of liability for, nor impair Municipality's rights under Contract with respect to, such missed schedule.

SECTION 6. CONTAINERS.

(A) Recycling Containers - The Municipality will supply each Customer with Recycling Containers. Title to the Recycling Containers shall remain in the Municipality. The Municipality will promptly replace Recycling Containers when notified by a Customer or the Contractor that a Recycling Container is damaged or missing.

(B) Refuse Containers - Reusable Refuse Containers shall be returned to Curbside.

SECTION 7. DISPOSAL.

(A) Contract Waste - All Contract Waste shall be hauled directly to a WSAWMC Facility for disposal.

(B) Recyclable Materials - The Contractor shall transport all Recyclable Materials to the Facility designated by Municipality.

(C) Direct Delivery - All Contract Waste and Recyclable Materials collected shall be transported directly to a Facility in accordance with Municipality Rules and Regulations without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse of any portion of any load of such Contract Waste or Recyclable Materials from the time of its collection until the time of its delivery to the Facility.

SECTION 8. MUNICIPALITY OBLIGATIONS. In addition to the other obligations imposed by this Ordinance, the Municipality shall:

(A) Pay all tipping fees.

(B) Use reasonable efforts to inform Customers of the benefits which may be obtained from Recycling Recyclable Materials and the schedule for collection of Recyclable Materials;

(C) Use reasonable efforts to enforce such ordinances, rules and regulations as may from time to time be enacted governing municipal waste

collection, and particularly those relating to (1) containers for Recyclable Materials and (2) the proper preparation of Recyclable Materials for collection by the Contractor;

(D) Use reasonable efforts to identify and include in the Base Figures those commercial enterprises in the Municipality that choose to become Eligible Commercial Establishments;

(E) Pay any amounts required to dispose of Recyclable Materials and receive any amounts collected therefor.

(F) Approve and distribute Refuse Bags at a price fixed by Municipality.

SECTION 9. CONTRACTOR'S OBLIGATIONS. In addition to the other obligations imposed by this Ordinance, the Contractor shall:

(A) Comply with all WSAWMC Rules and Regulations, including obtaining and maintaining the requisite licenses;

(B) Transport all Contract Waste directly to a WSAWMC Facility without any interceding transfer or storage;

(C) Not commingle Recyclable Materials with Contract Waste; and

(D) Not commingle any Solid Waste not collected under the Waste and Recyclable Materials Collection Contract with any Contract Waste or Recyclable Materials collected under such Contract;

SECTION 10. CUSTOMER PRACTICES.

(A) Refuse. Customers shall place Refuse in Refuse Bags at Curbside.

(B) Recyclable Materials. Recyclable materials selected by Municipality shall be Segregated. Such Recyclable Materials shall be thoroughly rinsed and placed in marked Recycling Containers which shall be provided by Municipality.

SECTION 11. REPORTS. On or before the tenth day of each month, the Contractor shall submit an original to the Municipality, and a separate copy to WSAWMC, of the Monthly Municipal Report, together with weight receipts, for all Contract Waste and Recyclable Materials collected in the Municipality. The Monthly Municipal Report shall include complete information with respect to the preceding month, including the amounts of Contract Waste and of each Recyclable Material collected under this Ordinance. The weight receipts shall reflect the total weight of all Contract Waste and Recyclable Materials collected and disposed of during the preceding month.

SECTION 12. NON-RESIDENTIAL COLLECTIONS. Contract Waste and Recyclable Materials shall be collected under this Ordinance only from Residential Units, Eligible Commercial Establishments and those additional sites, if any, established for municipal facilities. The Contractor may enter into agreements to collect Contract Waste and Recyclable Materials from apartment complexes with more than 3 dwelling units, commercial establishments that

are not Eligible Commercial Establishments, and other establishments which are not Customers. The Contractor may also enter into agreements to collect from Customers Solid Waste which is not included within the scope of the Work. However, such collections shall not occur at the same time as collections under this Ordinance, nor shall the same Vehicles be used. No Solid Waste collected under any such other agreements shall be (a) added to the Contract Waste or Recyclable Materials collected under this Ordinance or (b) reflected on any documents submitted under this Ordinance, including without limitation, weight receipts, monthly reports, or the like.

SECTION 13. SEPARATION OF RECYCLABLE MATERIALS AT MULTI-FAMILY HOUSING PROPERTIES AND STORAGE AND COLLECTION. All multi-family housing properties containing four or more dwelling units shall have a waste collection system established by the owner, landlord or agent of owner or landlord to comply with Act 101, aforementioned. Such collection system must include suitable containers for collecting and sorting materials, easily accessible locations for the containers, and written instructions to the occupants concerning use and availability of the collection system. Such collection system shall provide for and require separation of recyclable materials selected by Municipality and collection thereof for recycling at least one day each month.

SECTION 14. SEPARATION OF RECYCLABLE MATERIALS AT NON-RESIDENTIAL PROPERTIES. All non-residential properties other than eligible commercial establishments shall have a waste collection system established by the owner or agent of owner to comply with Act 101, aforementioned. Such collection system must include suitable containers for collecting and sorting materials, easily

accessible locations for the containers, and written instructions to the occupants concerning use and availability of the collection system. Such collection system shall provide for and require separation of high grade office paper, aluminum, corrugated paper and leaf waste and recyclable materials selected by Municipality and except for leaf waste, collection thereof for recycling at least one day each month.

SECTION 15. PUBLIC AWARENESS PROGRAM. The Municipality shall develop and implement a Public Awareness Program to provide information on local Recycling efforts. Such program will include preparation and distribution of at least two notices to all Customers prior to the commencement of the collection schedule, as well as preparation of occasional press releases, presentations at local schools and community organizations, and distribution of flyers or brochures. The Contractor shall cooperate with all such public awareness activities, including without limitation, employing the use of stickers, notices and the like, as requested by the Municipality.

SECTION 16. PROMULGATION OF REGULATIONS. The Board of Supervisors of Douglass Township reserve the right to promulgate regulations and to implement the Contract Waste and Recyclable Materials Collection System established by this Ordinance. All such regulations shall have the same force and effect as if incorporated herein.

SECTION 17. PENALTIES. Any person who shall violate any provision of this Ordinance, upon conviction thereof, shall be sentenced to pay a fine not exceeding Six Hundred Dollars (\$600.00) and costs and, in default of payment

thereof, shall be subject to imprisonment for a term not to exceed thirty (30) days. Each day that a violation of this Ordinance continues shall constitute a separate offense.

SECTION 18. SEVERABILITY. If any section, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional, illegal, or otherwise invalid by the judgment or decree of any court, that invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases.

ENACTED and ORDAINED this 16th day of September, 1991.

BOARD OF SUPERVISORS OF
DOUGLASS TOWNSHIP

BY: Walter Hiriak
Walter Hiriak, Chairman

ATTEST: Georgeann L. Rohrbach
Georgeann L. Rohrbach, Secretary

Sherwood L. Yergey, Esquire
Solicitor

March 15, 1993

The meeting of the Douglass Township Board of Supervisors was called to order at 7:38 P.M. at the Douglass Township Administration Building. Attending were Supervisors Walter Hiriak, Thomas Gray, and Dale Buchanan; Solicitor Sherwood Yergey, Georgeann L. Rohrbach, Chief Fred Ziegler and 7 residents.

Mr. Hiriak led the Pledge of Allegiance to the flag.

On motion by Mr. Buchanan, seconded by Mr. Gray, the minutes of the March 1, 1993 meeting were approved as presented. Gray - Aye
Hiriak - Aye Buchanan - Aye

On motion by Mr. Gray, seconded by Mr. Buchanan, the treasurer's report dated February 17, 1993 to March 15, 1993 was approved as presented and authorization to pay the bills given. Gray - Aye Hiriak - Aye Buchanan - Aye

The Board held the public hearing to amend the recycling report to require annual recycling reports instead of quarterly reports for commercial and apartment units over 3 units. On motion by Mr. Buchanan, seconded by Mr. Gray, Ordinance #93-2 was adopted to amend the recycling ordinance. Gray - Aye Hiriak - Aye Buchanan - Aye

Reports:

Chief Ziegler's report for February 1993 was read. The department responded to 301 complaints requiring police attention; conducted 14 criminal investigations, investigated 15 traffic accidents involving 22 vehicles resulting in 8 injuries. They made 13 criminal arrests and issued 125 traffic citations. The department worked a total of 1,483 hours, patrolled 7,218 miles. Three personal days were used, 1 vacation day, and 20 days off as a result of disability. The department received \$100. for false alarms, \$60. for parking tickets, and \$104. for police reports. The amount from the District Justice will be in the report for March.

The Board will meet with Chief Ziegler on Tuesday at 12:00 noon to discuss the bathroom facilities for the police department.

Walter Hiriak reported that the road crew is out cindering the icy roads and plowing. The grader has been repaired. All the roads are open. The Board wants to meet with Pete to discuss some of the problems that were encountered during the snow storm.

The bids for the line painting of the signalized intersections were opened and publicly read. The following are the bids: A-1 Traffic Control Products - \$1250., Garber's Asphalt - \$1338. and Martelli Pavement Marking - \$1780. On motion by Mr. Gray, seconded by Mr. Buchanan, the Board awarded the painting of the signalized intersections to A-1 Traffic Control Products. Gray - Aye Hiriak - Aye Buchanan - Aye

Mrs. Gray mentioned to the Board about painting at the intersection of Swamp Pike and Gilbertsville Road. She has noticed that cars are in the turn lane at the Post Office and then they do not

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10