

ORDINANCE NO. 09132011

## REFUSE DISPOSAL ORDINANCE

101. **Short Title.**

This Ordinance shall be known as the "Refuse Disposal Ordinance."

102. **Definitions.**

The following words and terms as used in this met have the meaning ascribed thereto, unless the content clearly indicates a different meaning:

- *Board of Supervisors* - Board of Supervisors of the Township of German.
- *Collector or collectors* - any person, firm, co-partnership, association or corporation who has been awarded a contract by the Township to collect, transport and dispose of refuse for a fee as prescribed herein.
- *Combustible refuse* - all paper, excelsior, rags, rubber, shoes and such other refuse which may result from ordinary housekeeping or commercial pursuits and which may be burned by fire.
- *Garbage* - all table refuse, animal and vegetable matter, offal from meat, fish and fowl, vegetables and fruits and parts thereof, and other articles and materials ordinarily used for food and which have become unfit for use for which reason they are discarded.
- *Hazardous waste* - waste that is especially harmful or potentially harmful to public health. This shall include, but not be limited to, explosives, toxic materials, radioactive and medical waste. For purposes of this Part, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner such as aerosol cans, pesticides, fertilizers and similar items disposed of in small quantities.
- *Incombustible refuse* - all discarded articles or materials, except sewage, liquid waste, garbage and combustible refuse.
- *Person* - any natural person, association, partnership, firm or corporation.
- *Refuse* - all combustible refuse and in combustible refuse referred to collectively.
- *Riffraff* - all waste materials too large for collection in the ordinary containing, such as furniture, tanks, stoves and the like.
- *Rubbish* - all miscellaneous waste materials not otherwise included herein as ashes, tin cans, pottery, pruning from vines and junk of all kinds resulting from the ordinary conduct of business or housekeeping.
- *Township* - the Township of German, a municipal body of Fayette County, Pennsylvania.

### 100-103, Unlawful to Accumulate Garbage and Hazardous Waste.

From and after the effective date of this Part and for reasons of health and sanitation, it shall be unlawful for any person to accumulate or permit to accumulate upon private property in the said Township, garbage, refuse, ruffraff and combustible or incombustible refuse, and rubbish, for a period in excess of 7 days. The accumulation or storage of hazardous waste upon private property in the said Township is prohibited.

### 104. **Mandatory Subscription to Waste Collection Services; Liability for Costs of Waste Collection Services; Billing and Assessment of Waste Collection Services; Default in Payment and Imposition of Penalties and Service Fees.**

1. All persons and or entities occupying and or owning dwellings, multiple dwellings, apartments, commercial, industrial or any other type of structures or parts thereof in the Township, shall utilize and subscribe to the garbage, refuse, rubbish and ruffraff collection and disposal service and make payment to the collector(s) awarded a contract by the Township to collect, transport and dispose of garbage, refuse, rubbish and ruffraff, as set forth in this ordinance.

2. Notwithstanding subsection 1. above, any person(s) who own(s) dwellings, multiple dwellings, apartments, commercial, industrial or any other type of structures or parts thereof in the Township which they do not occupy, or which they let to others, or which they permit others to occupy, shall be jointly and severally responsible and liable with the occupant(s) of the said structure for the cost of garbage collection, transportation and disposal which is assessed by the collector(s) awarded a contract by the Township pursuant to the provisions herein.

3. No person shall dispose of their garbage, refuse, rubbish or ruffraff except as provided in this ordinance, except nothing herein contained shall prevent the use of a device commonly known as a disposal which is attached to a sink and connected into a sewer.

4. The owner(s) or primary tenant(s) or primary occupant(s) of each occupied dwelling, multiple dwelling structure shall receive a bill [at an interval determined by the contracted collector(s)] for the cost of waste collection, in an amount as determined by the contract awarded by the Township, from the collector which is awarded the said contract encompassing the areas of the premises.

5. Each separately or independently occupied unit within a dwelling, apartment building, townhouse complex or other structure will be assessed separately for the cost of waste collection. Duplex houses shall be assessed as at least two separate units, unless the house is not used and occupied as two separate units.

6. Owners(s), primary tenant(s) or primary occupant(s) who are billed for waste collection services hereunder, shall remit payment for those services directly to the collector which is awarded the said contract to collect waste from the particular premises for which the bill is issued.

7. If, after being sent a bill for waste collection services by the contractor, the owner(s), primary tenant(s) or primary occupant(s) of a unit fail to remit payment to the collector by the date upon which such bill is due and payable, the owner(s), primary tenant(s) and or primary occupant(s) shall be deemed to be in violation of the provisions of this ordinance.

8. In the event that the owner(s), primary tenant(s) or primary occupant(s) of a unit fail to pay the collector within 5 days after a bill becomes due and payable, the collector(s) may, in its their discretion, impose a service charge or late fee upon such individuals of not more than 15 percent of each overdue bill, subject to the terms and conditions of the collector's contract with the Township. Such service charge or late fee may be imposed in addition to any other remedy sought by the collector or penalty imposed upon the owner(s), tenant(s) or occupant(s) of a unit in accordance with this ordinance or any other law, statute, ordinance or act.

#### 105. **Storage Particles.**

##### 1. *Preparation of Refuse:*

- A. All refuse shall be drained free of liquids before disposal.
- B. Garbage shall be wrapped in paper, plastic or similar material before being placed in an approved refuse container.
- C. All cans, bottles or other food containers which are otherwise not suitable for recycling shall be rinsed free of food particles and drained before disposal.
- D. Rubbish shall be (1) placed in an approved refuse container, or (2) cut and bailed, tied, bundled, stacked or packaged so as not to exceed 50 pounds in weight, except as may otherwise be provided herein.

##### 2. *Approved Refuse Containers:*

- A. Refuse containers shall be made of durable, watertight, rust resistant material having a close-fitting lid and handles to facilitate collection or may be common garbage trash bags made of durable plastic and tied or otherwise securely fastened to contain the waste therein.
- B. Refuse containers for residences shall be of not less than 15 gallons, nor more than 35 gallons in capacity, and shall be provided by the owner, tenant or occupant of the premises being serviced by the collector(s).
- C. It shall be unlawful to permit the accumulation or residue of liquids, solids or a combination of such material on the bottom or sides of containers, it being the intention of this provision that the interior of containers shall be kept cleanly through rinsing and draining as often as necessary.

D. Notwithstanding the provisions herein, householders, commercial establishments or other persons may, by agreement with the collector(s), be permitted to place a dumpster at a certain agreed place upon their premises.

3. *Storage of Refuse:*

A. Each householder, commercial establishment or person having refuse shall provide himself with approved refuse containers, and shall place and keep all refuse therein: except as provided herein for the handling of rubbish and ruffraff.

B. It shall be unlawful to place or store any garbage, refuse, rubbish, ruffraff, or hazardous waste in any street, alley, stream body of water or any other public place, or upon private property, whether owned or not, except as otherwise provided herein. No person shall bring in, nor permit any other person to bring upon his property, any garbage, refuse, rubbish, ruffraff, or hazardous waste into the Township for disposal, unless such person operates an authorized sanitary landfill, recycling center or similar authorized operation for disposal of such waste, and the said waste is placed or stored upon the said premises for the purpose of lawful disposal or recycling.

4. Each separately assessed unit shall place no more than an average of six 35 gallon containers per week for collection.

106. **Collection Practices.**

1. Refuse containers shall, for the purpose of collection, be placed at ground level and be made readily accessible to the collector. They shall be placed at the front or rear of the building from which collection is to be made as may be designated by the collector(s).

2. Notwithstanding provisions of the above subsection, householders, commercial establishments, or other persons may, by agreement with the collector(s), be permitted to place containers at other agreed places upon their premises.

3. *Frequency of Collection*

A. Refuse shall be collected not less than once per week.

B. Hotels, restaurants, institutions and commercial establishments may be required to have more frequent collection, if determined by the Board of Supervisors to be essential to protect the public health.

C. Apartment buildings and multiple-unit establishments or institutions having more than 15 units shall have as frequent collection as necessary to protect the public health. Such buildings or establishments having less than 15 units shall be treated as separate residences, with each apartment or unit being required to have collection on the same basis as a single residence, unless each resident and or the owner of the apartment enters into an agreement with the collector(s) for placement of a dumpster upon the premises, in which case collection will occur as agreed by the

collector(s) and the residents and or owner. But in no case shall collection occur less than once per week.

D. The collector(s) shall designate 2 days each year, 1 day each half-year for the collection of ruffraff, and shall notify the public or such designated days through the news media. On such designated day, the collector(s) will, without additional charge, pick up any article of ruffraff that is placed at the designated location for regular collections: provided, however, that in the event the collector(s) is required to go into the dwelling or building to pick up such ruffraff, a special charge will be made.

4. *Awarding of Contract.*

A. The Township shall advertise for bids for a contract or contracts for the collection of garbage, refuse, rubbish and ruffraff and a contract or contracts shall be awarded to the lowest bidder(s), at specifications which are set by the Board of Supervisors.

B. Only the person or persons who enter(s) into a contract with the Township shall be permitted to collect in the Township.

107. **Bidding.**

1. Following the enactment of this Part, the said Township shall prepare specifications for bidding for one or more contracts covering the collection, removal, and disposal of garbage, refuse, rubbish and ruffraff and shall advertise for bids, given such notice as it may deem adequate for the purpose, and reserving to the Township the right to reject any or all bids.

2. At a time and place appointed by the Township for submission of such bids, the same shall be opened and tabulated by the Board of Supervisors. If a satisfactory bid is submitted by a collector deemed to be a responsible bidder, the Board of Supervisors shall award to such bidder a contract for the collection, removal and transporting to a designated dumping area or station for ultimate disposal by the sanitary land fill method.

3. The Board of Supervisors reserves the right to and may in its discretion divide collection service or types of service within the Township such that more than one set of specifications be prepared and more than one contract for collection be awarded.

4. The Board of Supervisors is specifically authorized to and may in its discretion collect a franchise or operating fee from the person or persons awarded the contract(s) for collection.

**108. Disposal of Refuse.**

It shall be unlawful to dump, burn, bury, destroy or otherwise dispose of refuse within the jurisdictional limits of the Township, except as otherwise provided herein at the designated and approved refuse disposal site. However, the burning of lawn, shrub and tree trimmings and garden refuse as may from time to time be specified by the Board of Supervisors.

**109. Disposal of Garbage.**

No person, firm or corporation shall use or permit to be used any spot or place within the Township as a public or private dump for garbage, refuse, rubbish or riffraff or other waste material, unless otherwise specifically authorized by the Board of Supervisors of the said Township and the designated zoning authority.

**110. Other Refuse Material.**

No person shall accumulate garbage, rubbish, riffraff or other refuse material upon private property in the Township except in such limited quantities and for such limited periods of time as shall insure that no annoyance, nuisance, health or fire hazard shall be created thereby, and any unauthorized accumulation of garbage, rubbish, riffraff or refuse on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation of garbage, rubbish, riffraff and other refuse materials within 30 days after the effective days of this ordinance shall be deemed a violation.

**111. Collection of Garbage.**

The collection of garbage, rubbish, riffraff or other refuse material in the Township and the disposal thereof shall be subject to such reasonable rules and regulations as may from time to time be promulgated by the Board of Supervisors.

**112. Penalties.**

1. The failure of a person to comply with any term, provision, requirement or mandate under this shall constitute a violation hereof. All actions for enforcement of this ordinance shall be brought as follows:

A. As a summary offense, before a magisterial district judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, firm or corporation who shall violate any provision of the ordinance, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not less than \$25 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this ordinance continues or each Section of this ordinance which shall be found to have been violated shall constitute a separate offense.

B. As a civil action in law or equity, before a magisterial district judge in the same manner provided under the Pennsylvania Rules of Civil Procedure for Magisterial District Judges. Any person, partnership, or corporation who or which has violation of the provisions of this upon being found liable therefor in a civil enforcement proceeding commenced by the Township, shall pay a judgment of not less than \$25 nor more than \$600 plus all court costs. No judgment shall commence or be imposed, levied or payable until the date of the determination of a violation by a magisterial district judge. If the defendant neither pays nor timely appeals the judgment, the Township may enforce the judgment pursuant to the applicable rules of civil procedure, at which time, in addition to any penalties, the violator shall be liable for any attorney's fees and costs incurred by each day that a violation continues or each Section of this ordinance which shall be found to have been violated shall constitute a separate violation.

2. Empowerment to Enforce Ordinance. In addition to those individuals, agents or officers generally empowered to enforce this ordinance, the collector(s) who is/are awarded the contract(s) to collect waste, as described herein, is/are hereby authorized and empowered to institute any civil and/or criminal action on behalf of German Township to enforce the provisions of this ordinance. Nothing herein shall be construed to limit the authority or ability of the Board of Supervisors, Code Enforcement Officer(s), or other law enforcement or any other agent of the German Township Board of Supervisors to enforce this or any other ordinance.

ENACTED AND ORDAINED this 13<sup>th</sup> day of September, 2011.

TOWNSHIP OF GERMAN

By: Robert G. Croushore  
Robert Croushore, Chairman

By: Floyd Gladman  
Floyd Gladman, Vice Chairman

By: Daniel Shimshock  
Daniel Shimshock, Secretary-Treasurer