

**EAST HOPEWELL TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 03-2023

**AN ORDINANCE RELATING TO SOLID WASTE, RECYCLING AND
AUTHORIZING AN EXCLUSIVE CONTRACTOR TO COLLECT RESIDENTIAL
WASTE AND RECYCLING.**

WHEREAS, Eat Hopewell Township (Township) is a duly organized municipality, being a second class township; and,

WHEREAS, the Township deems it in the best interest of the Township and its residents to adopt an ordinance to designate and regulate a solid waste and recycling collector in the Township; and,

WHEREAS, this Ordinance shall be known as the Exclusive Residential Solid Waste and Recycling Ordinance of East Hopewell Township ("Ordinance").

NOW THEREFORE, be it ordained and enacted, and it is hereby ordained and enacted as follows:

SECTION 1. Definitions. For the purposes of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

CHRISTMAS TREE COLLECTION – shall mean a separate collection, from December 26 through the second week of January, and transportation of trees to a mulching site designated by the Township.

LARGE ITEM – Any single item that due to size or shape, will not fit into a container used by the customer for waste collection (32 gallon or 96 gallon toter) and is not bagged in a 32 gallon bag for collection. Two (2) tire each weighing less than 50 lbs. shall be equal to one Large Item.

MUNICIPAL WASTE - municipal waste as defined in the Pennsylvania Solid Waste Management Act together with leaves, shrubbery trimmings, tree trimmings and lawn trimmings properly bundled or bagged.

PERSON – any person, firm, partnership, association, corporation, company or organization of any kind.

RECLAMATION – shall mean the controlled removal of valuable materials from a solid waste processing or disposal site for reuse or sale for reuse.

RECYCLABLE MATERIALS – Those items designated as recyclable on Schedule A of the Specifications and attached here.

RESIDENTIAL – residential dwelling of four (4) units or less held in common ownership and contiguous.

SEWAGE – any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings.

SOLID WASTE – solid waste as defined in the Pennsylvania Solid Waste Management Act, together with coal ash, drill cuttings, leaves, shrubbery trimmings, tree trimmings and lawn trimmings properly bundled or bagged..

TOTER/CART – means a ninety-six (96) gallon container equipped with wheels for ease of movement and capable of being dumped mechanically into refuse trucks.

TOWNSHIP – East Hopewell Township, York County, Pennsylvania.

UNIT – means one box, can, suitable plastic bag, or carton, either empty or filled with municipal waste when such material is assembled, broken or cut up and tied securely in bundles. Units shall be of such size that the longest dimension shall not exceed three (3) feet and that the volume shall not exceed twelve (12) cubic feet and the total weight of any unit shall not exceed fifty (50) pounds. Municipal waste containing putrescible matter shall not be placed in units.

SECTION 2 It shall be unlawful and a violation of this Ordinance for any non-exclusive waste hauler to contract for or haul residential waste within the Township, or for any Township resident to contract with or arrange a non-exclusive waste hauler to collect and/or haul such resident's waste, or the violation by the Exclusive Waste Hauler of any provisions or rules in the Specifications in the bid package which are incorporated herein by reference.

SECTION 3. Uncovered Solid Waste. All solid waste or other material subject to decay, excepting sewage, leaves, grass or animal excrement/fertilizer shall be kept in a tightly covered metal or plastic container having a definite shape. It shall be unlawful to place or permit the same to remain anywhere in the Township other than in a tightly covered metal or plastic container having a definite shape.

SECTION 4. Sewage. It shall be unlawful to place or permit to remain any sewage above the surface of the grounds anywhere in the Township.

SECTION 5. Accumulation of Solid Waste. It shall be unlawful to cause or permit to accumulate any solid waste anywhere in the Township unless in a tightly covered metal or

plastic container having a definite shape except automobiles, trucks, buses, motorcycles, trailers, motor scooters or other vehicles capable of proceeding under their own power or being towed by a powered vehicle which are included in the aforesaid definitions of solid waste shall be completely housed or enclosed within a permanent structure not including tents, tarpaulins or temporary coverings of any nature whatsoever.

SECTION 6. Deposits on Streets. It shall be unlawful to deposit or permit to fall from any vehicle any solid waste on any public street or alley in the Township; provided, that this Section 5 shall not be construed to prohibit placing solid waste in a container complying with the provisions of this Ordinance preparatory to having such material collected and disposed of by a collector registered by the Township.

SECTION 7. Disposal of Solid Waste. All solid waste shall be placed in containers for collection. It shall be unlawful to dispose of any solid waste anywhere except in accordance with the Pennsylvania Solid Waste Management Act, this Ordinance and the York County Solid Waste Management Plan. All owners or occupiers of residential properties and all other producers of residential solid waste which is to be collected within the Township shall dispose of all solid waste by using only the services of the Exclusive Contract Hauler ("Contractor") under the Ordinances of the Township. Such owners and producers of residential solid waste shall become contractually bound to use and pay for such services in accordance with all Township Ordinances, contract documents, regulations, and applicable law, with the right on the part of the Exclusive Contract Hauler to withdraw services for payments therefore which are delinquent for more than ninety (90) days. It shall be a violation to refuse or neglect to pay for waste hauling services in the absence of a breach of contract by the Exclusive Contract Hauler. The owners and occupiers of residential dwellings in excess of five (5) dwellings in contiguous or common ownership, commercial units, industrial units or dwelling units that do not have solid waste collected in the Township are not required to utilize the Exclusive Contractor for such collection.

SECTION 8. Containers. All solid waste shall be placed in metal or plastic containers having a definite shape equipped with covers and having a capacity of no more than thirty-two (32) gallons or in plastic containers not having a definite shape (bags), but which are securely closed and which have a capacity of no more than thirty-two (32) gallons deposited at a regular collection point on the day of collection, provided, however, commercial and industrial establishments which utilize or have contracted with private collectors utilizing larger containers equipped with a cover are permitted and customers of the Exclusive Contract Hauler allowed to use totes are permitted. Alternatively, the Contractor may provide a 96 gallon tote cart at a cost to the customer. Recycling containers shall be 65 gallons in size, durable to provide for the comingling of recyclable materials. Containers shall be of an open-type top with no lid to be included, tote, or to be utilized in determining gallon capacity.

SECTION 9. Christmas Trees. For properties served by the Contractor to collect and haul residential municipal waste and recyclables under this Ordinance or any successor regulations or amendments thereto, Christmas trees shall be added as a source separated recyclable material. Christmas trees shall be placed at the public street or alley edge where solid waste is normally placed at such time and date as is established by East Hopewell Township or its Exclusive

Contract Hauler from December 26 through the first two (2) full weeks of January. Such Christmas trees must be placed at the street or alley side by 6:30 a.m. on the scheduled collection day.

SECTION 10. Exclusive Contract Hauler (“Contractor”). The Township, after requisite bidding procedures, shall award an exclusive multi-year contract for the collection of residential municipal waste as specified in the contract documents relating thereto. Such Contractor shall commence on January 01, 2024 and run for the period of three (3) years as specified in the documents or established by Resolution from time to time. The fee for such exclusive contract shall be Five Thousand Dollars (\$5,000.00), payable within ten (10) days after the award of the exclusive contract, in the form of a certified check or cashier’s check. The Contractor shall register all vehicles used in the Township prior to January 01 of each year of the exclusive contract. The Township, in its sole discretion, may extend the exclusive contract for two (2) additional year by passage of a Resolution to that affect and payment by the Contractor of One Thousand Five Hundred Dollars (\$1,500.00) and registration of all vehicles to be used in such year. Any other non-exclusive municipal waste hauler that contracts with or hauls municipal waste within the Township for remuneration, or any resident who, for as price, contracts with a non-exclusive municipal waste hauler are in violation of this ordinance.

SECTION 11. Recycling. If elected by the Township, the Contractor shall provide “curbside” recycling service per the Contract Documents. All collectors providing recycling to customers in the Township are required to conform to all Ordinances of the Township, the Township Solid Waste Management Plan, any County Plan and any statutes or regulations of the Commonwealth of Pennsylvania. All collectors providing recycling services in the Township are required to keep accurate weight receipts for all designated recyclable materials and municipal solid waste collected from within the Township and must provide these totals to the Township annually or as often as deemed necessary by or specified in the exclusive contract documents and exclusive contract awarded by the Township. All collectors shall make available for inspection by the Township any records and/or weight receipts pertaining to customers in the Township. All collectors shall permit the Township to use the information collected pursuant to this Section for purposes of applying for and obtaining grants from the Commonwealth. Contractor will provide, distribute, free of charge, to each dwelling unit, approved small business establishment and any new customer one (1) recycling container for the co-mingling of recyclable materials. The ownership of the recycling container shall remain the property of the successful bidder during the term, and upon the expiration of the contract. As the term “collector” as used herein shall refer to the Exclusive Contract Hayler and any other waste collector allowed under this ordinance. If individual residential recycling is not required, the Contractor shall provide a 40 square yard Recycling Bin at the Township Building to be collected at least 2 times but not more than 4 times per month.

SECTION 12. Liability of Collector. The Contractor shall pay promptly any damages inflicted upon property owners or residents, occasioned by the fault or negligence of said operators. If the Contractor fails to promptly pay damage occasioned by his fault or negligence shall be subject to immediate forfeiture of his authorization to collect said waste in the Township.

SECTION 13. Restriction on Type of Vehicle Used for Solid Waste Pick-Up. Collection of solid waste shall be made only in trucks, equipped with compactor-type units, or with tarpaulin-covered bodies. A person collecting solid waste shall dispose of said material only in compliance with the exclusive contract, the York County Solid Waste Management Plan, the Pennsylvania Solid Waste Management Act and, in the event the Contractor does not, he shall be subject to forfeiture of any authorization to collect solid waste in the Township.

SECTION 14. Scheduled Collection. The Contractor collecting solid waste from residents within the Township shall make available said collection at least once each week to every resident serviced.

SECTION 15. Existing Written Contracts. This Ordinance shall make it a violation for any legal written contract to be made between a residential customer and a solid waste collector other than the exclusive Contract Hauler.

SECTION 16. Penalty for Violation. Any person violating the provisions of this Ordinance, or failing to comply therewith, or with the terms and conditions of the contract and bid specifications shall be subject to any penalties in the specifications for the exclusive contract and, in addition, shall upon conviction thereof before any District Magisterial Justice having jurisdiction in the Township, severally, for each and every violation or non-compliance therewith, be sentenced to pay a civil fine of no less than Twenty-Five Dollars (\$25.00) and not more than six hundred dollars (\$600.00), costs of suit and Township Solicitor fees. Each continuing day of violation shall be deemed a separate and distinct violation. .

SECTION 17. Billing, Payment and Collection Procedures

A. Each owner or occupant of a residential dwelling who contracts with the Exclusive Contractor Hauler within East Hopewell Township shall be required to pay to the Contractor a monthly, quarterly or semi-annual fee (the "Fee") for the collection, transportation and disposal of Municipal Waste and Recyclable Materials. This Fee shall be paid regardless of the amount or type of Municipal Waste and/or Recyclable Material put out for collection. The Fee charged by the Contractor has or shall be established by a contract to be entered into between the Township and the Contractor pursuant to public bidding requirements. The Township accepts no responsibility whatsoever for the collection of the Fee to be charged to the owner or occupant of each residential dwelling. The Contractor shall be solely responsible for the collection of any Fees.

B. All fees which remain unpaid thirty (30) days after the invoice date shall be deemed to be delinquent. All delinquent accounts shall have added to them a penalty of Ten Dollars (\$10.00). Thereafter, the Ten Dollar (\$10.00) penalty shall be imposed once during each quarter that the delinquent balance remains unpaid. The Township or Contractor is authorized to waive such penalty in whole or in part, if either party believes it is in the best interest of the Township to do so.

C. If the owner or occupant of a residential dwelling shall fail to pay any charges or Fees after the same becomes delinquent, the Contractor is authorized to file a civil suit

against the owner for the collection of Fees, related charges, penalties, interest, and costs of collection, including reasonable attorney's fees, and an administrative fee of Fifty Dollars (\$50.00).

D. In the event the Contractor is unable or refuses to complete its contract with the Township and, as a result, the Township must assume a part or all of the responsibilities of the Contractor, or assigns the remaining term of the Contractor's contract, all the remedies set forth in this Ordinance shall be available and accrue to the Township or its assigned successor Exclusive Contract Hauler to enforce responsibilities of the residences served and collect any and all fees existing or generated by solid waste collection.

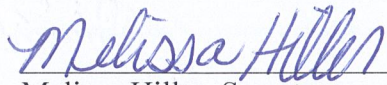
SECTION 18. Incorporation of Contract Specifications. The specification of the Contract upon which the Contractor's bid is based is attached as Exhibit "A" as though such requirements are set out in detail here.

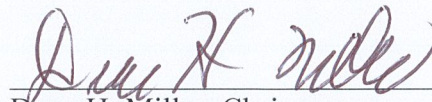
SECTION 19. Effective Date. This Ordinance shall take effect five (5) days after adoption as to all parties, excepting and providing this Ordinance shall not affect the present obligations and responsibilities of the present Exclusive Contract Hauler recognized by Resolution No. 06-2020 until January 01, 2024 at 12:01 am, at which time, to the extent this ordinance conflicts with any prior ordinance, this ordinance shall control and such other conflicting ordinance shall be deemed to be repealed as to such conflict.

ENACTED AND ORDAINED this 6th day of September, 2023, effective September 12, 2023.

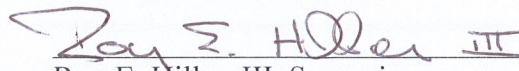
ATTEST:

EAST HOPEWELL TOWNSHIP
BOARD OF SUPERVISORS


Melissa Hiller, Secretary


Dean H. Miller, Chairman

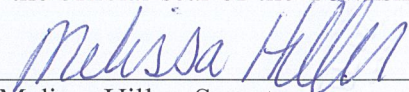
William G. Rinas, Vice-Chairman


Roy E. Hiller, III, Supervisor

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Township of East Hopewell, York County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of an Ordinance of the Board of Supervisors of the Township which was duly enacted by 2 to 0 affirmative vote majority of the members of the Board of Supervisors of the Township at an open public meeting held after notice required by law on September 06, 2023, and that said Ordinance has been recorded in the Ordinance Book of the Township; that said Ordinance was duly advertised as required by law; and that said Ordinance remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township on this 6th day of September, 2023.


Melissa Hiller, Secretary

**EAST HOPEWELL TOWNSHIP
RESIDENTIAL MUNICIPAL WASTE COLLECTION AND RECYCLING
TRANSPORTATION AND DISPOSAL CONTRACT
AWARD**

In compliance with the provisions of Ordinance No. 03-2023 of the Springfield Township Exclusive Solid Waste and Recycling Ordinance and Contract Documents as defined in Specifications and Instructions to Applicants for Residential Municipal Waste and, if elected, Recycling Collection Contract dated September 06, 2023 which terms, specifications, definitions and instructions are incorporated herein by reference thereto as though set forth in their entirety here,

Republic Services
Name:

3780 Sandhurst Drive
Address

YORK PA 17406

is hereby authorized to exclusively collect, transport, and dispose of residential municipal waste and recycling in East Hopewell Township, Pennsylvania pursuant to and incorporating herein the yearly price per residential unit in Contractor's Application and all specifications of bid. This award is for the period of January 01, 2024 through December 31, 2026 and any extensions.

General Conditions:

1. This Contract is not transferable.
2. This Contract shall be memorialized in a written contract executed within ten (10) days of award.
3. This Contract is conditioned upon all provisions of the Residential Municipal Waste Collection Contract, and all specifications provided to the bidder being incorporated herein in their entirety by reference.

CONTRACT AWARDED

9/6/23
Date: September 06, 2023

Melissa Hiller
MELISSA HILLER
Township Secretary

Dean H. Miller
DEAN H. MILLER, Chairman, East
Hopewell Township Board of Supervisors