

Ordinance 93-9

Exclusive Franchise

June 28, 1993

ORDINANCE 93-9

AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY, PENNSYLVANIA, GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION, HAULING AND DISPOSAL OF GARBAGE, RUBBISH, BULKY WASTE AND RECYCLABLES FROM CERTAIN RESIDENCES IN THE MUNICIPALITY REQUIRING ADHERENCE THERETO AND FIXING PENALTIES FOR VIOLATION THEREOF.

WHEREAS, the Township of Hopewell recognizes the need for an orderly and efficient garbage, rubbish and bulky waste removal program; and

WHEREAS, the Township is required to establish a curb side recycling and waste reduction program; and

NOW, THEREFORE, the Township of Hopewell, Beaver County, Pennsylvania, hereby ordains as follows:

SECTION 1: The Township of Hopewell is hereby empowered, from time to time, to grant to any person, persons, partnership, unincorporated association, corporation or contractor the exclusive right, privilege and franchise, hereinafter called "the franchise", to collect, haul and dispose all garbage, rubbish, bulky waste and recyclables from all single family residential units in the Township, except commercial, industrial and groups or associations of residential units as hereinafter defined.

SECTION 2: During any period which the franchise is in effect the following shall apply:

- a) No resident shall collect, remove or dispose of or permit the collection,

removal or disposal of any garbage, rubbish, bulky waste or recyclables that is generated at or accumulated at any single family residence, house, or if applicable apartment, duplex or other dwelling unit occupies as the residence of any person in the Township of Hopewell not including groups or associations of residences as defined herein other than by having the same collected, removed or disposed of solely by the person possessing the franchise to accomplish same.

b) No person except the person having the franchise shall collect, remove or dispose of garbage, rubbish, bulky waste or recyclables from any residence, house or other applicable unit, duplex or other dwelling unit occupied as the residence of any person in the Township of Hopewell.

c) All residents and non-residents who are legal and equitable owners of any real property within the Township of Hopewell used in whole or in part for residential purposes shall timely pay to the Township of Hopewell the charge for collection, removal and disposal of garbage, rubbish, bulky waste, or recyclables from any and all residential dwelling units on the real property of such residents, as said charge may be fixed from time to time by Resolution of the Township of Hopewell.

d) All residents shall do all acts, matters and things necessary for them and each of them to subscribe to the service provided by the franchise for rendition to said residents of the services covered by the franchise, including the making of the payments to the township referred to in Section 2 (c) hereof;

e) It shall be lawful for the Township of Hopewell to bill directly in advance the legal or equitable owners or the occupants of the real estate referred to in Section 2 (c)

hereof for the cost of said collection, removal and disposal, and to suspend the rendition of said services to any place for which there are past-due charges for said service, to fix the date and time for collection of said garbage, rubbish, bulky waste or recyclables, and to levy a late charge of five (5) per cent per month on all delinquent accounts and to collect said delinquencies from any person delinquent therein, to adopt any other reasonable rule or regulation to implement the terms of this ordinance, and to include in any franchise agreement such other conditions and terms reasonably calculated to effectuate the terms hereof.

SECTION 3: Any person required to pay the charge for the aforesaid removal and disposal services who fails to do so shall be subject to collection by the Township of Hopewell; and the Township of Hopewell shall have the right to collect the same either by suit in assumpsit, or by filing and indexing the same as a municipal claim in the manner allowed by law, or by recovering the same in a proceeding brought under the terms of this ordinance, with additional right in the Township of Hopewell to also assess any penalties and costs on said amount as allowed by law.

SECTION 4: Nothing herein contained shall be construed to forbid the legal or equitable owner of any real estate which is subject to the terms of this ordinance from requiring any leasee, tenant, sub-leasee, and/or any other person or entity in lawful possession of the premises, from reimbursing said owner for the collection, removal and disposal services referred to in this ordinance.

SECTION 5: Every family or household at whose premises garbage, rubbish, bulky waste or recyclables is collected or removed shall provide and maintain when necessary

appropriate containers not in excess of 35 gallons capacity weighing not more than 60 pounds each. Any receptacle used should be watertight, equipped with a tight fitting cover, and each receptacle shall be kept in a clean and sanitary condition.

SECTION 6: The franchise shall pick up all garbage, rubbish bulky waste, and/or recyclables in unlimited amounts, pursuant to the definition of curb-line-pick-up in accordance with specifications established by the Township of Hopewell by ordinance and/or resolution.

SECTION 7: The franchisee shall prepare a service schedule of pickups for each household on a weekly basis. Notice of revised schedules on weeks containing holidays shall also be announced not less than two (2) weeks in advance.

SECTION 8: The franchisee shall not in any manner be construed as an agent, servant or employee of the Township of Hopewell, but shall, at all times, be considered and remain an independent contractor.

SECTION 9: This ordinance expressly repeals any other ordinances heretofore enacted that may forbid the granting of the franchise.

SECTION 10: Any person violating this ordinance shall be guilty of a summary offense, and upon being convicted thereof by a district magistrate having jurisdiction shall be fined not less than One Hundred Dollars (\$100.00) nor more than Three Hundred Dollars (\$300.00) plus costs of prosecution for a first offense, and not less than Two Hundred Dollars ((\$200.00) nor more than Three Hundred Dollars (\$300.00) plus costs of prosecution for a subsequent offense, and in default of payment thereof, to serve a term of imprisonment in the Beaver County, Pennsylvania Jail not to exceed ten (10) days. Each day or part thereof that a violation of this

ordinance continues shall be deemed a separate offense.

SECTION 11: The Township of Hopewell may at any time hereunder, in addition to prosecuting violators of this ordinance, upon 48 hours notice to the owners and occupiers of any real estate in the Township of Hopewell where accumulations in violation of this ordinance exist, remove said accumulations by its in forces, at the cost and liability of the residents of said property, the actual cost of said removal to then and there be due the Township of Hopewell, the same to be the joint and several obligation of all owners, occupiers, possessors, tenants or users of said property, the same to be, at the option of the Township of Hopewell, collectible by suit in assumpsit, or by filing and indexing the same as a municipal claim in the manner allowed by law, with right in the Township of Hopewell to also assess any penalties and costs on said amount as allowed by law.

SECTION 12: DEFINITIONS

a) Franchisee or the franchise is the person, persons, firm, contractor, or corporation determined to be the low responsible bidder to whom a contract to collect, haul and dispose of garbage, rubbish, bulky waste or recyclables for single family dwelling units in the Township of Hopewell has been awarded by the Hopewell Township Board of Commissioners.

b) Curb-line-pick-up shall refer to items placed at the curb or at a point not more than fifteen (15) feet from the back of the curb which would be unobstructed and clearly visible to the contractor. With the exception of handicapped provisions, items more than fifteen (15) feet back from the curb are not included in this contract nor are items within the fifteen (15) foot area that are hidden or otherwise obstructed from view of the contractor. In areas where there

is no curb this definition refers to the edge of the traveled roadway so long as its placement of items does not impede vehicular or pedestrian traffic or create hazards to vehicles traveling in this area.

c) Garbage shall mean all refuse and animal and vegetable matter which has been used for food for man, and all refuse and animal and vegetable matter which was intended to be so used and includes condemned food and all waste paper contained in the receptacles. It shall also include excess fruit from trees on residential property but not from trees on farms and/or orchards. Excluding items designated for recycling, the term "garbage" shall also mean dead animals and mixed and waste fragments resulting from the use and occupancy of the premises, including but not limited to rags, paper and packaging material, glass, crockery, bottles, tin cans, leather, rubber, plastics and other general small household refuse and newspaper placed in approved receptacles or containers. Garbage shall not include leaf waste, grass, trees or hedge clippings, bulky waste, construction debris, or hazardous waste.

Garbage must be set out by residents in containers that are non porous, that confine, severely reduce or eliminate unpleasant odors and seepage. Bags or containers of garbage should not be set at curb-side by residents more than twelve (12) hours prior to their expected collection time by the contractor.

d) Group (s) or associations of residences are collections of single family dwelling units which typically are either apartment buildings or condominiums of four (4) units or more.

e) Bulky Waste means large household appliances such as refrigerators, stoves, television sets, washing machines, furniture and furnishings, and plumbing fixtures, but

excluding construction debris, dead animals, and hazardous waste. Bulky waste should not be set out at curbside by residents more than twelve (12) hours prior to their expected collection time by the contractor.

f) Construction Debris shall mean lumber, roofing material, sheathing, rubble, broken concrete, plaster and brick, conduit, pipe, wire, insulation and similar material which results from a construction, demolition or remodeling process.

g) Hazardous Waste shall mean waste which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Resources by or pursuant to Federal or State law. For purposes of this ordinance, the term "Hazardous Waste" shall also include motor oil and lead acid vehicle batteries.

h) Rubbish means all rags, broken glass, crockery, containers for non edible products used in the home, grass cuttings, hedge cuttings, (which shall be securely tied in bundles not exceeding forty-eight (48") inches in length), incinerator ashes, refuse from paper burners, and household refuse generally, ashes from household heating plants, incinerators and coal stoves, but excluding bulky waste, hazardous waste and construction debris. Rubbish should not be placed at curbside by residents more than twelve (12) hours prior to the expected collection time of the contractor.

i) Recyclables are those materials specified by the Township to be recycled. The list of materials and frequency of collection shall be in accordance with Township Ordinance 89-8 and may be revised as deemed necessary by the Township and the Franchisee.

j) Township means the Township of Hopewell, a municipal corporation and a Township of the First Class in Beaver County, Pennsylvania.

SECTION 13: The Township of Hopewell specifications for the collection, hauling, disposal and billing of garbage, rubbish, bulky waste and recyclables prepared for the initial proposed evaluation of such services for specific residential units in the municipality and advertised in a paper of general circulation in the Township on May 20, 1993 and May 25, 1993 shall be part of this ordinance and incorporated herein by reference as fully as if set forth herein at length.

SECTION 14: The collection of garbage, rubbish, bulky waste and recyclables shall be limited to 7:00 a.m. until 11:00 p.m. local time unless written permission from the Township Manager is received by the franchisee to commence collection activities at an earlier time.

SECTION 15: All trucks collecting and hauling garbage, rubbish or bulky waste and recyclables within the Township must be hauled in self-contained leak-proof vehicles to prevent the distribution of garbage, rubbish, bulky waste and recyclables upon Township highways or abutting properties.

SECTION 16: The Board of Commissioners are empowered to solicit and receive proposals for the franchise in the future, as required, and to award the same as they see fit, and this ordinance shall be deemed to be effective for all times in which the franchise may be in effect.

SECTION 17: This ordinance shall be deemed severable and if any part thereof be declared illegal, unconstitutional or void by any court, the remaining parts thereof shall continue


in full force and effect; this ordinance shall be referred to in Chapter 88, Article IV of the Township's Codification of Ordinances.

SECTION 18: Any ordinance or part thereof conflicting with the provisions of this ordinance by and are hereby repealed to the extent of such conflict.

SECTION 19: This ordinance shall be effective immediately upon passage ORDAINED AND ENACTED into law this 28 day of JUNE, 1993.

ATTEST:


Secretary

TOWNSHIP OF HOPEWELL
BOARD OF COMMISSIONERS

Vice Chairman