

# TOWNSHIP OF MOUNT JOY

## Policies and Procedures

Effective: January 1, 2024

### I. OVERVIEW:

- A. The following Policies and Procedures provide instructions and establish fees for Mount Joy Township's (Municipality) Residential and Multi-Family Unit recycling/refuse collection program.

### II. CATEGORIES OF MUNICIPAL WASTE:

- A. Municipal Waste shall be separated into the following categories:

1. Designated Recyclable Materials.
2. Refuse.
3. Oversize Refuse Items.

### III. DEFINITIONS:

- A. When used in these Policies and Procedures, capitalized terms will have the same meaning as set forth in the Municipality's Municipal Waste Management Ordinance.

### IV. MUNICIPAL CONTRACT COLLECTION PROGRAM:

- A. Procedures:

1. Designated Recyclable Materials:

- a. Clear Glass, Colored Glass, Aluminum Cans, Steel Cans, Plastic Bottles and Jugs (with neck smaller than the body) Corrugated Cardboard, Leaves, Tires, White Goods, Christmas Trees and Woody Yard Waste are designated as Recyclable Materials and shall be segregated from Refuse and Oversized Refuse items.

- (i) Clear Glass, Colored Glass, Aluminum Cans, Steel Cans,; and Plastic Bottles and Jugs (with neck smaller than the body), shall be thoroughly rinsed, free of any caps, and placed in Recycling Containers at Curbside for collection once per week. These materials may be commingled and shall be no more than ten feet (10') from Refuse Containers.

- (ii) Corrugated Cardboard shall be placed in the recycling bin in manner that prevents the contents from being blown away. Corrugated cardboard shall be dry, flattened, emptied, and free of food residue. Any and all cardboard that does not fit in the recycling bin shall be bundled, placed adjacent to Recycling Containers for collection, and shall not exceed thirty (30) pounds per bundle.

- (iii) Leaves will be collected seasonally from Customers by the Municipality's Contractor in accordance with the Municipality's Leaf Collection Schedule to be advertised by the Municipality each year. All leaves must be placed in 30-gallon biodegradable Kraft bags provided by the Municipality. No plastic bags are permitted.
  - (iv) Tires will be collected twice per year. Tires must be marked with the appropriate Extra Service Tag.
  - (v) White Goods are large appliances weighing fifty (50) pounds or more which include clothes washers and dryers, dishwashers, refrigerators and freezers, dehumidifiers, stoves and ovens, hot water heaters, furnaces and electrical heaters, and air conditioners. White Goods will be collected twice per year and must be marked with an appropriate Extra Service Tag.
  - (vi) Christmas Trees will be collected one day each January at Curbside. Trees must be free of tree stands and all decorations, including tinsel. No plastic bags are allowed. No artificial trees will be picked up.
  - (vii) Woody Yard Waste consists of leaves, garden residue, tree trimmings and shrubbery and will be collected seasonally from Customers by the Municipality's Contractor in accordance with the Municipality's Woody Waste Collection Schedule to be advertised by the Municipality each year. Woody yard waste must be either bundled and tied or placed in 30-gallon biodegradable Kraft bags provided by the Municipality. No more than twenty (20) Kraft bags and/or bundles per household each collection date. Bundles shall not exceed four (4') feet in length nor thirty (30) pounds per bundle. Branches shall not exceed six (6) inches in diameter.
2. Materials Unacceptable for Recycling:
- a. The Municipality's Recycling Coordinator shall prepare and maintain a list of those items which are not acceptable for recycling. A copy of this list may be obtained by contacting the Municipality.
3. Refuse:
- a. Refuse shall be placed in Refuse Containers and collected once per week.
  - b. No more than three (3) Refuse Containers per collection site per week will be collected except for Extra Refuse Containers which are marked with an Extra Service Tag.
4. Oversized Refuse Items:
- a. Oversized Refuse Items must be placed at Curbside, adjacent to Refuse Containers and Recycling Containers. Oversized Refuse items include such things as furniture, carpet, microwaves, box springs, mattresses, items weighing more than 30 pounds, etc.

- b. No Oversized Refuse Items will be collected unless marked with the appropriate Extra Service Tags.
- c. No more than two (2) Oversized Refuse Items per collection site per week will be collected.

**B. Fees:**

1. Semi-Annually (June and December), the Municipality will bill Residential Units for basic service. Fees for purchasing Extra Service Tags for additional collection services will be in the amounts listed below. All fees are subject to change.
  - a. The Basic Service Fee is \$310.00 per year (\$155.000 semi-annually). The Municipality will offer an annual pre-pay discount of \$10.00, for a net payment of \$300.00, if the bill is paid by the due date in December. The annual pre-pay discount is available only in the December billing period for service in the following calendar year.
  - b. Extra Service Tags –Persons who need additional collection services may purchase Extra Service Tags from the Municipality at the following prices. Each Extra Refuse Container, Tire, Oversized Refuse Item, and White Good shall be marked with a separate Extra Service Tag. Although Woody Yard Waste does not require an Extra Service Tag, it still must be bagged or bundled and tied in accordance with this Resolution.

	<u>ITEM</u>	<u>TAG COLOR</u>	<u>PRICE</u>
a.	Extra Refuse Container	Yellow	\$ 1.25
b.	Oversized Refuse Item	Red	\$ 4.00
c.	Tires	Blue	\$ 3.00
d.	White Goods	White	\$12.00

- c. Delinquent accounts will be processed according to the Mount Joy Township “Past Due Customer Receivables Collection Procedure”, i.e. Exhibit B.

**C. Schedule:**

1. Recyclable Materials, Refuse and Oversized Refuse Items will be collected between 5:00 A.M. and 6:00 P.M. on scheduled day(s) of collection.
2. If trash, recyclables, and/or woody yard waste is not picked up on the scheduled pickup day, the Customer must call or email the Township by 9:00 a.m. the following day for the Contractor to remedy within 24 hours of notification.
3. Tires and White Goods will be collected two (2) times per year. The Municipality will publish the specific date and time for these collections at least thirty (30) days in advance of each collection.

4. Leaves will be collected on four (4) dates between early November and mid-December at Curbside. Leaves shall be placed in 30-gallon biodegradable Kraft (paper) bags provided by the Municipality.
5. Christmas Trees will be collected once each year on a date in January published by the Municipality.
6. Woody Yard Waste will be collected twice per month for seven (7) months (April – October). Woody Yard Waste must be bundled and tied with biodegradable twine/string or placed in 30-gallon biodegradable Kraft bags provided by the Municipality.
7. Holiday:
  - a. Collections will not be made on the following holidays:
    - (i) New Year's Day.
    - (ii) Memorial Day.
    - (iii) Independence Day.
    - (iv) Labor Day.
    - (v) Thanksgiving Day.
    - (vi) Christmas Day.
  - b. If the holiday falls on a Monday, each collection day will be moved to the next day. If the holiday falls on a Tuesday, Monday's pickup will remain the same, Tuesday's pickup will move to Wednesday, and Wednesday's pickup will move to Thursday. If the holiday falls on a Wednesday, Monday's and Tuesday's pickups will remain the same, and Wednesday's pickup will move to Thursday.

D. Containers:

1. The Municipality will supply Recycling Containers. Title to the Recycling Containers will remain in the Municipality. If a Recycling Container is missing or damaged it is the responsibility of the resident of the Residential Unit to obtain a new Recycling Container from the Municipality.

E. Other Services:

1. The Contractor may, by contract or other special arrangement with a Residential Unit that is a Municipal Customer, agree to collect Contract Waste and Recyclable Materials at a location other than Curbside and/or supply Customers with curbcarts. The Municipality shall have no responsibility or obligation with respect to any such contract or special arrangement.
2. The Contractor may not provide collection services to any Residential Unit that is not a Municipal Customer.

V. NON-RESIDENTIAL COLLECTION PROGRAM:

A. Procedures:

1. Designated Recyclable Materials:
  - a. Clear Glass, Colored Glass, Aluminum Cans, Steel Cans, Plastic Bottles and Jugs (with neck smaller than the body), Corrugated Cardboard, Leaves, Tires, White Goods, Christmas Trees and Woody Yard Waste are designated as Recyclable Materials and shall be segregated from Refuse and Oversized Refuse items.
    - (i) Clear Glass, Colored Glass, Aluminum Cans, Steel Cans, Aerosol Cans; and Plastic Jugs (with neck smaller than the body), shall be thoroughly rinsed, free of any caps, and placed in Recycling Containers at Curbside for collection once per week. These materials may be commingled and shall be no more than ten feet (10') from Refuse Containers.
    - (ii) Corrugated Cardboard. shall be dry, flattened, emptied, and free of food residue.
    - (iii) Tires shall be collected at least once per year on a schedule and time established by the Permitted Collector/Hauler.
    - (iv) White Goods are appliances weighing fifty (50) pounds or more which include clothes washers and dryers, dishwashers, refrigerators and freezers, dehumidifiers, stoves and ovens, hot water heaters, furnaces and electrical heaters, and air conditioners. White Goods shall be collected at least once per year on a schedule and time established by the Permitted Collector/Hauler.
    - (v) Woody Yard Waste consists of leaves, garden residue, tree trimmings and shrubbery which will be collected twice monthly (April through October).
2. Refuse:
  - a. Refuse shall be placed in Refuse Containers and collected once per week on a schedule established by the Permitted Collector/Hauler.
3. Containers:
  - a. The Municipality shall supply Recycling Containers to customers of Permitted Collectors/Haulers for each Multi-Family building [containing four (4) or more residential units] served. Title to the Recycling Containers will remain in the Municipality. If a Recycling Container is missing or damaged it is the responsibility of the resident of the Multi-Family building to obtain a new Recycling Container from the Municipality.

## VI. BILLINGS, PAYMENTS, AND PENALTIES:

### A. Billings, Payments and Penalties:

1. The semi-annual bills shall be mailed June 1<sup>st</sup> and December 1<sup>st</sup> each year, with the June 1<sup>st</sup> bill covering the period of July 1<sup>st</sup> through December 31<sup>st</sup> of the same year of the billing; and the December 1<sup>st</sup> bill covering the period of January 1<sup>st</sup> through June 30<sup>th</sup> of the year following said billing. The

December 1<sup>st</sup> bill will offer customers the opportunity to pre-pay for the following year's service at a discount of \$10.00.

2. All residential and multi-family unit customers shall be billed in advance for recycling/refuse collection service and said bill shall be due and payable within thirty (30) days of the date of such bill. If the end of the thirty (30) day period shall fall on a legal holiday, a Saturday or Sunday, payment made on the next succeeding business day by close of business which is not a legal holiday, Saturday or Sunday shall constitute payment within such period.
3. A penalty of ten dollars (\$10.00) shall be added to each semi-annual bill for recycling/refuse collection which remains unpaid following the due date established in Section 2 above. The penalty shall be indicated on the original bill with a total amount due if paid after the due date.
4. Any bill which is not paid in full together with the penalty of ten dollars (\$10.00) within forty-five (45) days of the due date of the bill shall be assessed interest in accordance with the provisions of this paragraph. Interest shall be assessed from the date of the bill and payable upon the full amount then due and owing (i.e., the face amount plus the ten dollar penalty), and the date that such interest shall begin to be assessed shall be the 45<sup>th</sup> day after the due date of the bill. Thereafter, unpaid recycling/refuse collection rates and penalties shall be assessed interest at the rate of one and one half (1½%) percent per month. Interest charges shall be calculated on a monthly basis and the interest for a partial month is calculated for the entire month.
5. Every recycling/refuse collection customer, i.e. the owner of a property participating in the Township's recycling/refuse collection program, shall provide the Township with his/her correct address. Failure of any person to receive bills for recycling/refuse collection rates shall not be considered an excuse for nonpayment, nor such failure result in an extension of the period of time during which the bill shall be payable, nor shall failure to receive a bill exempt any customer from the obligation to pay the recycling/refuse collection rates or from the accruing of penalties and interest. The owner of a property participating in the Township's recycling/refuse collection program shall be responsible for payment of all recycling/refuse collection bills for such property. The presentation of a bill is only a matter of accommodation and not a waiver of this Section.
6. A payment plan may be offered to a customer demonstrating a temporary financial hardship. The participant in the payment plan shall pay a minimum of \$31.00 per month during the six-month period until the full amount of the semi-annual Basic Service Fee is collected. If the minimum monthly payment is not made by the pre-determined due date of the given month, the payment plan shall be terminated and the remaining balance along with any applicable late fees shall be due.

VII. UNPAID CHARGES:

- A. Collection of Unpaid Charges:

**EXHIBIT A**

1. Whenever any bill for recycling/refuse collection service furnished to a customer shall remain unpaid for a period in excess of thirty (30) days after the due date thereof, the Township may and the proper officers of the Township are hereby authorized and directed to do all things and take all legal action necessary to enforce collection of the recycling/refuse collection rates imposed and otherwise carry out the provisions of this Resolution. Such actions shall be in accordance with the Township's Past Due Customer Receivables Collection Procedure which is included as part of this Resolution, i.e. Exhibit B.
2. Recycling/refuse collection rates imposed by this Resolution, to the extent permitted by law, shall be a lien on the property served by the recycling/refuse collection program. Any such recycling/refuse collection rates which shall be delinquent, to the extent permitted by law, shall be filed as a lien against the property so served by the recycling/refuse collection program, which lien shall be filed in the office of the Prothonotary of Lancaster County, Pennsylvania, and shall be collected in the manner provided by law for the filing and collecting of municipal liens. Each Township Customer shall be responsible for all costs which the Township incurs in collection and/or filing a municipal lien to secure payment of delinquent fees, including but not limited to certified mail charges for notification of intent to include attorneys' fees in the amount of the municipal lien, attorneys' fees, and filing fees.
3. The Township may take all actions necessary or desirable to collect delinquent accounts when a customer fails or refuses to pay bills for trash and recycling service. The customer shall be responsible for the payment of all fees the Township must pay and costs which the Township incurs in the collection of delinquent accounts including, but not limited to, postage fees for mailing of notices of delinquency (including costs of certified mail); and all costs associated with the preparation and filing of a municipal lien. Any such fee or costs shall be added and become part of the customer's account. Additionally, an interest charge of eight (8%) percent per annum shall be applied to the amount of the lien upon its payoff.

VIII. TERMINATION OF RECYCLING/REFUSE COLLECTION SERVICE:

- A. Recycling/refuse collection service will not be terminated for any customer for any reason.
- B. The Township reserves the right to take any action necessary to collect any recycling/refuse collection rates imposed under this Resolution in addition to taking any enforcement action authorized by this Resolution.

IX. CHANGE OF OWNERSHIP OF PROPERTY:

- A. When the ownership of a property changes from one person to another, the previous owner shall notify the Township in writing and in advance of the date of discontinuance of service under his/her ownership. Should the

owner fail to give such notice, he/she shall be responsible for all charges up to and including the date the new owner makes application for service via the Township's recycling/refuse collection program.

X. TEMPORARY SUSPENSION OF TRASH AND RECYCLING SERVICES:

- A. Recycling/refuse collection service will not be temporarily suspended for any customer for any reason. [No longer will a credit be awarded to any customer for any unused trash and recycling service due to the customer going on vacation, a tenant moving out with no new tenant moving in, etc.]

XI. RESPONSIBILITY OF PROPERTY OWNERS:

- A. The owner of any property participating in the Township's recycling/refuse collection program shall be responsible for all tenants or other occupants relative to the proper collection and disposal of all recycling/refuse materials.

XII. ADDITIONAL POLICIES, PROCEDURES AND REGULATIONS:

- A. The owners of all Residential Units within Mount Joy Township [as defined in the Township's Municipal Waste Management Ordinance, i.e. Chapter 110, Article II of the Code of Ordinances of the Township of Mount Joy] are required to participate in the Township's Trash and Recycling Program.
- B. The owners of multifamily unit buildings containing four (4) or more Residential Units may participate in the Township's Trash and Recycling Program. [This provision includes apartment complexes, retirement homes and mobile home parks.]
- C. The owners of multifamily unit buildings containing four (4) or more Residential Units who choose not to participate in the Township's Trash and Recycling Program shall:
  - 1. Comply with the provisions set forth in Chapter 110, §110-26 of the Code of Ordinances of the township of Mount Joy.
  - 2. Annually provide evidence that he/she has been and is currently being provided trash and recycling service via a licensed permitted collector. Noncompliance with this provision shall result in a penalty equal to the semi-annual Basic Service Fee.
  - 3. Annually provide the Municipality with documentation setting forth the type of materials recycled and the tonnage of each type of material recycled.
- D. The owners of Residential Units situated on a farm utilizing a dumpster for trash service may opt out of the Township's Trash & Recycling Program by providing annual proof of trash and recycling service via a licensed permitted hauler.
- E. A Township resident who 1) owns and resides in a Residential Unit or Multifamily Unit building; and 2) owns a business within the Municipality



will be permitted to take their trash and recyclables to their business for proper disposal. Said residents shall be required to:

1. Annually provide evidence that he/she has and is currently being provided trash and recycling service via a licensed permitted collector. Noncompliance with this provision shall result in a penalty equal to the semi-annual Basic Service Fee.
2. Annually provide the Municipality with documentation setting forth the type of materials recycled and the tonnage of each type of material recycled.

F. A Township resident who 1) owns and resides in a Residential Unit or Multifamily Unit building; and 2) has attained the age of seventy-five (75) years or older, shall be eligible to receive a discount of \$140.00 off the annual basic service fee i.e., amount due is \$170.00. This discount will be available only in the December billing period for service in the following calendar year. Should the Township resident own and reside in a multifamily unit building, this discount will only apply to the Residential Unit within which the resident resides. Prior to this discount being applied, annual compliance with all of the following must be met:

1. The Township resident's account shall be current, i.e. paid in full to date.
2. Evidence that provides proof of age shall be submitted.
3. Evidence that provides proof the Township resident owns the Residential Unit within which he/she resides shall be submitted, e.g. a copy of the recorded deed or a copy of the most recent real estate tax bill.
4. A Township resident who has been granted this discount and whose account subsequently becomes delinquent for any reason, shall not be eligible to receive the discount during the current billing period.
5. Should this discount be granted, it cannot be utilized in combination with the annual pre-pay discount, i.e. a Township resident who has been granted this discount will not be eligible to receive the \$10.00 annual pre-pay discount.
6. When requesting this discount, the Township resident shall pay the entire amount of the discounted annual basic service fee.