

Chapter 20

Solid Waste

Part 1

Garbage, Refuse and Junk

§20-101.	Intent and Purpose
§20-102.	Definitions
§20-103.	Awarding of Collectors
§20-104.	Containers for Weekly Collection
§20-105.	Point of Collection
§20-106.	Cost
§20-107.	Schedules
§20-108.	Hours of Operation
§20-109.	Accumulation of Garbage Prohibited
§20-110.	Preparation for Collection
§20-111.	Equipment of Collector
§20-112.	Disposal
§20-113.	Billing Procedure
§20-114.	Complaints
§20-115.	Assignment of Contract
§20-116.	Workmen's Compensation and Social Security
§20-117.	Collector as an Independent Contractor
§20-118.	Insurance Coverage
§20-119.	Cancellation of License
§20-120.	Faithful Performance
§20-121.	Evidence of Satisfactory Equipment
§20-122.	Certified List of Customers
§20-123.	Extension of Date for Obtaining License
§20-124.	Penalties

Part 1**Garbage, Refuse and Junk****§20-101. Intent and Purpose.**

All residential refuse accumulated or stored upon any property within the Borough shall be collected and removed by a responsible person or collector who shall be awarded a contract by the Borough and shall be disposed of in a site designated by the Council in accordance with the Solid Waste Management Act, 35 P.S. §6018.101 *et seq.*, and the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §4000.101 *et seq.* This amendment is to limit the number of hours that residential refuse is exposed to the public for collection.

(Ord. 2012-03, 7/9/2012, §1)

§20-102. Definitions.

1. As used in this Part, the following terms shall have the meanings indicated, unless a different meaning appears clearly from the context:

Ashes—residue from the burning of coal, coke or other combustible material.

Disposal— storage, collection, disposal, or handling of garbage.

Dwelling—place of residence within the Borough of Oklahoma with one or more persons where refuse is generated through normal living habits. It shall not include apartments or buildings devoted to multiple-family occupancy.

Garbage—all animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of foods.

Occupant—person generally in possession and control of any dwelling.

Person—any natural person, association, partnership, firm or corporation.

Refuse—all solid waste, except human body wastes, including garbage, ashes, and rubbish.

Rubbish—glass, metal, paper, plant growth, wood, or nonputrescible solid waste.

Solid waste—any waste, including but not limited to, municipal, residual, or hazardous wastes, including solidified liquids, semi-solids, or contained gaseous materials.

2. In this Part, the singular shall include the plural; the plural shall include the singular; and the masculine shall include the feminine and neuter.

(Ord. 2012-03, 7/9/2012, §2)

§20-103. Awarding of Collectors.

1. No person shall collect, remove, haul or convey any refuse through or upon any of the streets or alleys of the Borough of Oklahoma or dispose of the same in any manner or place without being awarded the exclusive contract and entering into a signed agreement.

2. Every person who bids for an award of an exclusive contract to collect, remove,

haul or convey any refuse in the Borough under this Part shall state the type or types of refuse to be collected, the manner of collection, and the place and method of disposal.

3. No award shall be granted if the place and method of disposal shall not conform to the requirements of this Part.

4. No awarded collector shall make any change in the arrangements for disposal of refuse collected by him without first receiving the approval of Council.

5. It shall be unlawful to permit a collector to collect or remove garbage from any household who has not entered into a signed agreement with Council.

(Ord. 2012-03, 7/9/2012, §3)

§20-104. Containers for Weekly Collection.

Every family or household at whose premises refuse is collected or removed shall provide and maintain at all times, a portable metal or plastic receptacle. The same must be watertight, equipped with a tight-fitting cover, and each receptacle shall be kept in a clean and sanitary condition. Each receptacle shall be placed for collection no more than 24 hours prior to pick-up.

(Ord. 2012-03, 7/9/2012, §4)

§20-105. Point of Collection.

The contractor shall pick up all refuse on the property, in accordance with specifications established pursuant to the agreement with Council.

(Ord. 2012-03, 7/9/2012, §5)

§20-106. Cost.

The cost of weekly garbage collection shall be based on the age of the property owner and the number and size of the containers.

(Ord. 2012-03, 7/9/2012, §6)

§20-107. Schedules.

The contractor shall prepare a schedule of refuse pickup for each household on a weekly basis. The contractor shall be responsible to notify residents of the days collections will be made.

(Ord. 2012-03, 7/9/2012, §7)

§20-108. Hours of Operation.

The collector shall be permitted to collect, remove and transport refuse on all days of the week, except Sunday and the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and unless otherwise ordered, the collection of refuse shall not commence before 6 a.m., and shall be completed by 6 p.m., on any single day of collection. All refuse from cans and receptacles of occupants of dwellings shall be collected, removed and emptied by the collector at least once each week.

(Ord. 2012-03, 7/9/2012, §8)

§20-109. Accumulation of Garbage Prohibited.

No refuse shall be allowed to accumulate on the ground or be deposited on highways, vacant lots or other property nor be thrown in any stream or other body of water.

(Ord. 2012-03, 7/9/2012, §9)

§20-110. Preparation for Collection.

All garbage, before being placed into receptacles for collection, shall have drained from it, as far as practical, all free liquid. Garbage shall be wrapped in paper or otherwise contained. Ashes shall be placed in separate, fire resistant containers. Rubbish shall be placed in approved containers, or out and baled, tied, bundled, stacked or packaged so as to be easily handled by the collector, and not to exceed 36 inches in length and 50 pounds in weight.

(Ord. 2012-03, 7/9/2012, §10)

§20-111. Equipment of Collector.

The collector shall be required to collect and remove refuse in motor driven vehicles having enclosed steel bodies with steel covers and watertight and nonleakable automatic packer type bodies, and to so conduct the collection, removal and transportation of the refuse under such agreement so as to assure general cleanliness and sanitation throughout the entire process and operation thereof. The collector's unit shall be equipped with appropriate devices to handle containers having a maximum capacity of 39 gallons. The collector shall also be required, at his own cost, to dispose of at an approved disposal area, all quantities of garbage collected by him, and to furnish, at his own cost, all vehicles, machinery and equipment necessary for the proper performance of such contract.

(Ord. 2012-03, 7/9/2012, §11)

§20-112. Disposal.

Each collector applying for the contract shall provide a valid agreement, not subject to cancellation, covering use of an approved disposal facility in accordance with the Westmoreland County Waste Management Plan. Such agreement shall accompany the application for license.

(Ord. 2012-03, 7/9/2012, §12)

§20-113. Billing Procedure.

The collector shall establish rates to be charged to each occupant of the premises from which refuse shall be collected. The collector shall enter into individual or separate contracts with each householder or occupant of the premises, without liability to or upon the Borough.

(Ord. 2012-03, 7/9/2012, §13)

§20-114. Complaints.

Council shall have the right to determine finally the true validity of any complaints made by residents as to failure of the contractor to collect refuse in accordance with his

license, and the Borough decision shall be final and binding upon the contractor.

(*Ord. 2012-03, 7/9/2012, §14*)

§20-115. Assignment of Contract.

The contractor shall not assign his agreement with the Borough in whole or in part without the written consent of the Borough. Such consent does not release the contractor from any of his or its obligations and liabilities under the agreement. Any violation of this Part or specifications shall be sufficient cause for the immediate termination of the agreement by the Borough.

(*Ord. 2012-03, 7/9/2012, §15*)

§20-116. Workmen's Compensation and Social Security.

Workmen's Compensation and Social Security Acts, as amended, are deemed a part of the agreement with the Borough. The contractor shall be obliged to provide Workmen's Compensation coverage and shall fulfill the terms and save harmless the Borough and all its officers, agents and employees, successors and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims or demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property by reason of any act, omission, negligence or misconduct of said contractor, his agents or employees in the execution of the agreement conditions.

(*Ord. 2012-03, 7/9/2012, §16*)

§20-117. Collector as an Independent Contractor.

The contractor granted the contract shall not in any manner be construed as an agent, servant or employee of the Borough, but shall, at all times, be considered and remain an independent contractor.

(*Ord. 2012-03, 7/9/2012, §17*)

§20-118. Insurance Coverage.

The contractor shall carry an insurance policy providing complete third party comprehensive liability and property damage insurance, covering not only the contractor but also the Borough, the limits of which shall be not less than \$300,000–\$500,000 personal liability and \$100,000 property damage, and shall furnish the proper certificates of insurance coverage to the Borough.

(*Ord. 2012-03, 7/9/2012, §18*)

§20-119. Cancellation of License.

Any violation of this Part shall be sufficient cause for the immediate revocation of the agreement.

(*Ord. 2012-03, 7/9/2012, §19*)

§20-120. Faithful Performance.

Faithful performance must be of the essence of the license unless prevented by unavoidable accident, act of God or public immunity, or any restrictions or embargoes

imposed by the Federal government or any agency thereof; and it is understood and agreed that all material shall be collected, removed, and disposed of in a skillful and businesslike manner, satisfactory to the Borough.

(*Ord. 2012-03, 7/9/2012, §20*)

§20-121. Evidence of Satisfactory Equipment.

The contractor shall furnish evidence satisfactory to the Borough that he has available equipment, by ownership or by valid lease agreement, for collecting and disposing of materials in the performance of his contract and that all equipment for transporting of materials will comply with the sanitary and watertight requirements set forth by the Borough.

(*Ord. 2012-03, 7/9/2012, §21*)

§20-122. Certified List of Customers.

The contractor shall deliver to the Borough Secretary, at least 15 days prior to the anniversary date of the license, and at least 30 days prior to the termination date of the license, a certified list of customers. This list shall become and remain at all times the property of the Borough.

(*Ord. 2012-03, 7/9/2012, §22*)

§20-123. Extension of Date for Obtaining License.

All contract carriers presently operating, who have entered into an existing contract with a resident of the Borough providing for the collection of that residents refuse, shall be permitted to continue collecting the refuse of that resident for the duration of the contract period. At the expiration of the contract, the contract carrier shall be required to effect complete compliance with the licensing requirements of this Part and shall be bound by licensing requirements as to the collection of refuse from any new resident and shall be subject to the licensing requirements of this Part in respect to any contract entered into between the carrier and a resident of the Borough after the effective date of this Part.

(*Ord. 2012-03, 7/9/2012, §23*)

§20-124. Penalties.

Any person, firm or corporation who shall violate any provision of this Part, 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 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 Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 2012-03, 7/9/2012, §24; as amended by Ord. 2015-04, 12/14/2015*)

