

## **CHAPTER 20: SOLID WASTE**

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**§101. Intent and Purpose.**

All domestic, commercial and industrial refuse accumulated or stored upon any property within the Borough of Smithton shall be collected and removed by a responsible person or collector who shall be licensed with the Borough and shall be disposed in an area authorized by and approved by the Borough Council in accordance with all state regulations.

**§102. Definitions.**

As used in this Chapter, 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 Smithton of 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 - mean 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.

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

**§103. Licensing 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 Smithton or dispose of the same in any manner or place without obtaining a license.

2. The fee for such license shall be one hundred dollars (\$100.00) per annum, and all licenses shall be issued for the calendar year, or such portion thereof as shall remain after the issuance thereof. There shall be no reduction in the fee for a license issued after the beginning of any calendar year.

3. Every person who shall apply for a license under this section shall state the type or types of refuse to be collected, the manner of collection, and the place and method of disposal.

4. No license shall be granted if the place and method of disposal shall not conform to the requirements of this Chapter.

5. No licensed collector shall make any change in the arrangements for disposal of refuse collected by him without first receiving the approval of the Borough Council.
6. The Borough will issue one license each year.
7. It shall be unlawful to permit an unlicensed collector to collect or remove garbage from any household.

**§104. Containers for Weekly Collection.**

1. 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.
2. Refuse receptacles shall not be placed along the front side or street side of a Borough property for collection until noon on the day before the collection is scheduled to take place. After collection, and before this noon of the following week, refuse receptacles must be placed on a rear or non-street side of a building, or stored in a garage, shed, or other secure enclosure, or otherwise not plainly visible from the public right-of-way. If outdoors, these receptacles must be stored with their covers or lids secured in place.

**§105. Point of Collection.**

The contractor shall pick up all refuse on the property, in accordance with specifications established by the Borough.

**§106. Cost.**

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

**§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.

**§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 6:00 A.M., and shall be completed by 6:00 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.

**§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.

**§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 cut and baled, tied, bundled, stacked or packaged so as to be easily handled by the collector, and not to exceed thirty-six inches (36") in length and fifty (50) lbs. in weight.

**§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 non-leakable 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 forty (40) 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.

**§112. Disposal.**

Each collector applying for a license shall provide either evidence of ownership of an approved disposal area or evidence of a valid agreement, not subject to cancellation, covering use of approved disposal area. Such evidence shall accompany the application for license.

**§113. Billing Procedure.**

The collector and the Borough of Smithton, by agreement, 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 owner of the premises, without liability to or upon the Borough. The Borough shall reserve the right to change the billing procedure with the concurrence of the contractor. The Collector shall bill and collect the bills from the owners.

**§114. Complaints.**

The Borough 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 this agreement, and the Borough Council's decision shall be final and binding upon the contractor.

**§115. Assignment of Contract.**

The contractor shall not assign his license in whole or in part without the written consent of the Borough of Smithton. Such consent does not release the contractor from any of his or its obligations and liabilities under the license. Any violation of this Part 1 or specifications shall be sufficient cause for the immediate cancellation of the license by the Borough Council.

**§116. Workmen's Compensation and Social Security.**

Workmen's Compensation and Social Security Acts, as amended, are deemed a part of the license agreement. 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 license conditions.

**§117. Collector as an Independent Contractor.**

The contractor granted the license 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.

**§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 \$300,000.00 - \$500,000.00 personal liability and \$100,000.00 property damage, and shall furnish the proper certificates of insurance coverage to the Borough.

**§119. Cancellation of License.**

Any violation of these specifications shall be sufficient cause for the immediate cancellation of the license.

**§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.

**§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.

**Borough of Smithton  
Westmoreland County, Pennsylvania**

**ORDINANCE NUMBER 228 of 2021**

**ADDITIONS TO CHAPTER 4: BUILDINGS, CHAPTER 6: CONDUCT AND QUALITY OF LIFE,  
CHAPTER 20: SOLID WASTE**

**AND NOW**, this 11<sup>th</sup> day of October, 2021, the Borough Council of the Borough of Smithton, Westmoreland County, Pennsylvania does hereby enact and ordain as follows:

**WHEREAS**, the Borough Council is by virtue of the Laws and Constitution of the Commonwealth of Pennsylvania empowered to regulate standards and practices regarding buildings in the Borough, regarding conduct and quality of life in the Borough, and regarding solid waste and trash collection in the Borough; and

**WHEREAS**, Smithton Borough Ordinance Number 167, enacted September 18, 1989, forms the base framework of all Borough Ordinances, with various chapters dedicated to various subjects and individual regulations contained therein; and

**WHEREAS**, Borough Council has from time to time seen fit to alter and amend these ordinances to encompass new standards and practices for the purpose of improving public health and happiness in the Borough;

**NOW, THEREFORE**, the Borough Council does enact and ordain that the material contained herein be added to three different Chapters of the Borough Ordinance book, namely Chapter 4: Buildings, Chapter 6: Conduct and Quality of Life, and Chapter 20: Solid Waste and to be published and enforced as necessary for the benefit of the Borough, its residents and its guests.

**IN WITNESS THEREOF**, the Council of the Borough of Smithton has adopted and enacted this Ordinance the day and year first above written.

THIS ORDINANCE IS DULY ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF SMITHTON AT A PUBLIC MEETING HELD THE 11<sup>TH</sup> DAY OF OCTOBER, 2021 AND SHALL TAKE EFFECT IMMEDIATELY.

Attest:

  
\_\_\_\_\_  
Jennifer Perry, Borough Secretary

  
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Fred R. Foster, President of Council

I, the undersigned, Mayor of the Borough of Smithton, Westmoreland County, Pennsylvania, do hereby certify that I have reviewed and approved the within Ordinance this 11<sup>th</sup> day of October, 2021.

  
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Christine Tutena, Mayor