

ORDINANCE NO C-9-B

3/1/07

Sponsor: CARL Peters  
First Reading: MARCH 6, 2007  
Second Reading: Waived by Unanimous Consent

**AN ORDINANCE TO REPEAL AND REPLACE "AN ORDINANCE RELATING TO RESIDENTIAL GARBAGE AND REFUSE COLLECTION FOR THE TOWN OF GREENWOOD"**

Whereas, the Town Council has determined that existing Town Ordinance relating to residential garbage and refuse collection is outdated and is in need of revision to comply with current practices, standards, and agreements,

BE IT HEREBY ENACTED by the Town Council of the Town of Greenwood, a majority thereof concurring in Council duly met, that the Town's existing ordinance, being entitled "An Ordinance Relating To Residential Garbage and Refuse Collection for the Town of Greenwood" be repealed in its entirety and that a new ordinance with the same title be enacted as follows:

An Ordinance Relating To Residential Garbage and Refuse Collection for the Town of Greenwood

**Section 1. Definitions.** As used in this ordinance, the following terms shall be defined as follows. Any words not herein-defined shall have the meaning as defined by any current volume of "Webster's Dictionary".

Ashes - the residue from the burning of wood, coal, coke or other combustible materials.

Bulk Item(s) – All refuse which, because of its size, weight, or physical characteristics is not suitable for routine collection, including by way of example and not in limitation, major appliances (e.g. refrigerators, stoves, freezers, dishwaters, washers & dryers, hot water tanks), furniture, boards or lumber, tree stumps, bricks, and cement blocks.

Commercial Unit(s) – Any improved property other than a "residential unit".

DSWA – the Delaware Solid Waste Authority which operates the sanitary landfills to which solid waste collected within the Town is transported and disposed of.

Garbage – All putrescible wastes resulting from the handling, preparation, cooking, and consumption of food, as well as all wastes resulting from the handling, storage, and sale of

produce.

Refuse - All non-putrescible solid waste (excluding ashes, tires, construction/demolition debris, building materials, bulk items, or hazardous waste) consisting of combustible and noncombustible wastes including, by way of example and in limitation: paper, excelsior, cardboard, metals, tin cans, dirt, stone, crockery, glass, tree branches, tree or shrub trimmings, leaves, grass, clippings, brambles and similar material commonly known and referred to as "trash" or "rubbish."

Residential Unit(s) – all residential dwellings, regardless of the zoning district in which they are located, (including single family detached dwellings, duplexes, boarding houses, and multi-family dwellings, condominiums or apartment buildings containing three dwelling units or less), but *excluding* motels, hotels, and multi-family dwellings, condominiums or apartment buildings containing three dwelling units or more.

Restricted Items – Refuse which, because of its physical characteristics, is not suitable for regular collection because it will not be accepted at the Delaware Solid Waste Authority Landfill at all or only in accordance with special conditions imposed by the DSWA. Restricted items include, by way of example, paints, petroleum products, automobile batteries, tires, iron, dirt, sod, or rocks.

“Trash” – includes garbage, ashes, and refuse

“Town” – the Town of Greenwood

### Section 3. Applicability.

(a) **Generally.** The rules and regulations set out in this ordinance shall govern the disposition and collection of trash in the Town.

(b) **Collection and Disposal by Town.** All trash generated by residential units in the Town shall be collected, conveyed, and disposed of by the Town, or by independent trash collectors with whom the Town contracts to provide such services. All residential units in the Town shall be billed for trash collection services regardless of whether or not such units place trash out for collection.

(c) **Residential Units.** The rules and regulations set out in this ordinance shall govern and apply only to residential units or to commercial units having an average trash pickup not exceeding two 30-gallon containers per pickup; provided, however, commercial units with limited storage area, exceeding two 30-gallon containers per pickup, may request the Town to contract pickup with charges based on average volume over the normal fees or charges to be paid monthly.

(d) **Other properties.** Any other properties in the Town that do not receive Town collection services are required to arrange for private collection. Arrangements for private collection shall

be subject to approval by the Town Manager as to location of pickup, hours, containers, screening of containers and frequency of pickup. Any contract or arrangements for private collection shall remain subject to revision by the Town Manager where, in his reasonable opinion, the terms thereof require modification in the public interest of the Town.

(e) ***Collection and Transport of Trash Within the Town.*** All persons engaged in the collection and removal of trash, including those employed by the Town for that purpose, shall collect and transport the same through or along the avenues, streets, lanes, alleys or other public ways of the Town in a sanitary, covered, liquid-tight container or motor vehicle body as set forth by the regulations of the DWSA.

(f) ***Collection from sources outside Town.*** It shall be unlawful for any person to put, place or deposit in, on, or in front of any private or public property in the Town, any trash collected or gathered from any place outside the Town limits.

### **Section 3. Administration.**

Trash collection by the Town shall be under the supervision of the Town Manager who shall have authority to promulgate written rules and regulations not inconsistent with this ordinance which regulate the types and amounts of trash which the Town will collect, the conditions of such collection, the dates and times of collection, and such other matters incidental to the collection of trash within the Town.

### **Section 4. Rigid containers; plastic bags.**

(a) ***Generally.*** The first two containers at every individual pickup location shall be of rigid metal or plastic construction with tight-fitting lids, satisfactory to the Town Manager. The maximum size shall be 30 gallons and the filled weight shall not exceed 50 pounds. To the extent it will fit, all trash must be placed inside the rigid containers. Heavy duty plastic trash bags of sufficient strength to carry their contents without ripping or rupturing may be used for items *other than garbage and ashes* after the original two rigid containers have been utilized. The total number of rigid containers, trash bags, and/or bundles placed out for collection at any one time shall not exceed five without express permission from the Town Manager's Office; provided that where a trash-collection-company-owned rigid container is in use, the maximum number shall not exceed four without the express permission of the Town Manager's Office.

(b) ***Garbage and ashes; sharp objects.*** All garbage and ashes shall be wrapped in paper and/or deposited into plastic bags of sufficient strength to hold their contents without ripping or rupturing *before* being deposited into a rigid waste container. Garbage so wrapped or placed into plastic bags shall then be deposited into fly-proof rigid waste containers or garbage cans. Sharp objects (such as broken glass, nails, knife blades) shall be placed only in the rigid containers.

(c) ***Flowers, grass, weeds, and leaves; Christmas Trees.*** All flowers, grass, weeds, and leaves shall be deposited into rigid containers or plastic trash or lawn bags of sufficient strength to carry

their contents without ripping or rupturing. Christmas trees shall have all stands, nails, or screws removed and shall be cut or bound so as not to exceed 4 feet in length or 50 pounds.

(c) ***Branches, tree trimmings, sticks, paper and cardboard.*** In lieu of containers or plastic bags, branches, sticks, tree trimmings and the like may be securely tied together in bundles, each of which shall not exceed 50 pounds in weight or four feet in length. Paper and cardboard may be bundled with cord, each bundle not to exceed 50 pounds in weight or four feet in length.

(e) ***Improperly containerized refuse, ashes or garbage.*** Any trash not properly containerized, bagged or bundled as required by this ordinance shall not be accepted by the collectors and it shall be the duty of the person responsible to immediately remove the same, including any loose refuse, ashes or garbage.

(f) ***Non-collectable items.*** The owner and/or occupant of any property in the Town shall not place out for collection by the Town trash collector:

(1) any construction/demolition debris, building materials, hazardous materials, or tires, or other items which will not be accepted by the DSWA landfill;

(2) any restricted item, except: (A) in compliance with the DSWA special regulations or conditions governing same, (B) on those days designated for such collections, and (C) after advance notice to and approval from the Town Manager's Office.

(3) any bulk item, except on those days designated by the Town for such collections.

#### **Section 5. Placement for collection.**

The owner or occupier of any given lot shall place all trash in a neat and orderly manner along the curb or property line in front of or to the rear of each residential unit, as appropriate, at or near the traveled portion of the street or alley (but not obstructing the sidewalks or alley) in order that it may be conveniently collected by the Town's collection forces.

#### **Section 6. Times.**

(a) ***Setting out and removing rigid containers, plastic bags and bundles.*** All trash properly bagged, bundled or containerized shall be placed at the appropriate place for collection after 4:30 p.m., prevailing time, the day preceding the day designated for collection. All empty rigid containers and lids shall be removed by the owner or occupier by 12:00 midnight of the same day the collection is scheduled. If collection does not occur on the day scheduled due to weather delays or landfill closings and the Town Manager postpones collection until the next regularly scheduled collection day, all containers, trash bags, bundles, and trash shall be removed from their collection location and back onto the property from which it came.

(b) ***Holidays.*** Where the day for regularly scheduled collection falls on certain holidays, such

collection shall not take place until the next regularly scheduled collection day. The Town Manager's Office will notify all residential unit owners of those holidays, and notice of such holidays shall be posted at the Town Hall.

(c) *Weather delays; landfill closings.* When collections are delayed because of weather and/or the closing of the state landfill, collections will resume as soon thereafter as conditions permit; provided however that if the adverse conditions continue for two days or more, the Town Manager may, in his/her absolute discretion, postpone collection until the next regularly scheduled collection day.

#### **Section 7. Fees; penalties for nonpayment.**

(a) The Town shall collect from the occupant or owner of each parcel of property subject to this ordinance a monthly collection fee, regardless of whether or not the owner uses the Town collection service. Subject to paragraph (b) below, the amount of the fee shall be set by resolution of the Town council each year when the annual budget is approved, and shall be billed, in advance, on a monthly basis, due and payable in thirty days. The amount of such fee shall be set out in the Town's schedule of fees.

(b) Anything in paragraph (a) to the contrary notwithstanding:

(1) The Town Council may, at any time, by resolution, revise the amount of the monthly fee for trash collection, and in such event, the monthly fee shall take effect on the first day of the month next following the adoption of such resolution.

(2) The Town Manager shall be authorized to promptly adjust the amount of all monthly trash bills in order to pass through any increases or decreases in the fees charged to the Town by the DWSA in connection with the Town's disposition of its solid waste at the DWSA landfills. Such adjustments shall be computed and allocated in such manner as to allow the Town to recover or refund any increase or decrease in such fees over the remainder of that current fiscal year. The Town Manager shall report such adjustments to the Town council at the next regular council meeting following such adjustment and shall promptly amend the Town's schedule of fees to reflect such adjustments. Nothing in this section shall be construed to authorize the Town Manager to adjust the monthly trash collection bill for any customer except in response to increases or decreases in the fees charged to the Town by the state DWSA.

(c) A late payment penalty of 1.5% per month (or any portion thereof) shall be assessed on all amounts not paid by the due date until all outstanding amounts (including penalties) are paid in full. Pursuant to 25 Del.C. Chapter 2901, all such charges and penalties shall constitute a lien against the property. The Town Council may, at any time, adopt a resolution to revise the amount of the monthly penalty and in such event, the new penalty rate shall take effect prospectively on the first day of the month following such resolution.

(d) In addition to imposing late payment penalties, the Town may discontinue trash collection

service, assign the past due account (together with the cost of the third-party collection agency) to a third-party collection agency, and/or bring an action in any court of competent jurisdiction for the collection of such past due amounts and penalties, including the costs of such action.

**Section 8. Penalties for Violations.**

Any person violating any section of this Ordinance (other than Section 7) shall, after written notice from the Town and upon conviction before any court of competent jurisdiction, pay a fine of not less than \$30 nor more than \$60, plus cost of prosecution and Victim's Compensation Fund Assessment; provided however, that with the written consent of the person so-charged (evidencing his understanding of his right to have the charges decided by the court), the Town Manager is hereby authorized to accept the sum of \$20 for each violation charged if such penalty is paid within 10 days from the date the notice of the violation is mailed or delivered to the person or to an adult person residing with the person charged; or to accept the sum of \$40 for each violation charged if paid at any time after the aforesaid 10 day period and before the Town files a complaint before any court of competent jurisdiction. Each day of a continuing offense shall constitute a separate violation, punishable as such.

**Section 9. Effective Date.**

This Ordinance shall take effect upon the first day of the month immediately following the date of its adoption by the Town Council.

**Synopsis**

This ordinance repeals the Town's existing ordinance regulating garbage and refuse collection in the Town and replaces it with an updated ordinance regulating the same matter.

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This shall certify that this is a true and correct copy of the ordinance duly adopted by the Town Council of the Town of Greenwood at a duly-noticed and convened meeting at which a quorum was present on March 6<sup>th</sup>, 2007.

Attest: Doris Cadden  
Town Clerk

So Certifies: Ronald Horvath  
Mayor