

MOUNT JOY TOWNSHIP
LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 14-2026

A RESOLUTION TO REVISE THE ESTABLISHED POLICIES
AND PROCEDURES FOR THE TRASH AND RECYCLABLE
COLLECTION AND DISPOSAL PROGRAM OF THE
TOWNSHIP OF MOUNT JOY.

WHEREAS, Chapter 110, "Solid Waste", of the Code of Ordinances of the Township of Mount Joy (the "Ordinance") provides for the Township to establish Policies and Procedures which pertain to and govern the Township's Recycling program and the collection, storage or transportation of Regulated Municipal Waste within the Township.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, as follows:

Section 1. The Board of Supervisors of this Township hereby adopts the "Township of Mount Joy Policies and Procedures" attached hereto as Exhibit "A" and incorporated herein as the policies, procedures, and regulations for the administration of the Township Contract for the collection of trash and recyclable materials from Residential Units and Multifamily Units. Should there be any discrepancies between the Policies and Procedures attached hereto as Exhibit "A" and the Ordinance, the Ordinance shall control.

Section 2. All terms used in this Resolution shall be defined as provided in the Mount Joy Township Municipal Waste Management Ordinance, codified as Article II of Chapter 110, Solid Waste, as amended.

Section 3. The Board of Supervisors reserves the right to revise the policies and procedures adopted by this resolution at any time by resolution.


Section 4. The provisions of this Resolution are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional

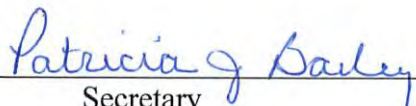
by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Resolution. It is hereby declared to be the intent of the Board of Supervisors that this Resolution would have been adopted if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 5. This Resolution and the policies and procedures set forth in "Exhibit A" shall become effective January 1, 2027.

DULY ADOPTED, this 18th day of **May, 2026**, by the Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania, in lawful session duly assembled.

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

By: 
(Vice) Chairman
Board of Supervisors

Attest: 
Secretary

[TOWNSHIP SEAL]

TOWNSHIP OF MOUNT JOY

Policies and Procedures

Effective: January 1, 2027

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.
 - 4. Yard Waste

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.
 - (ii) Corrugated Cardboard shall be placed in the recycling toter in manner that prevents the contents from being blown away. Corrugated cardboard shall be dry, flattened, emptied, and free of food residue. All cardboard that does not fit in the recycling toter 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 for a fee. No plastic bags are permitted.
- (iv) Tires will be collected twice per year. Tires must be marked with the appropriate Extra Service Tag that can be purchased at the Municipality.
- (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 that can be purchased at the Municipality. Pick-up dates will be posted on the Municipalities website.
- (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 posted on the Municipalities website. 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 Toters and collected once per week.
- b. No more than one (1) Refuse Toter 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. Oversized Refuse tags can be purchased at the Municipality, and the customer shall schedule pickup with the contractor.
- 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 (July 1st and January 2nd), 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 \$XXX per year (\$XXX semi-annually).
 - 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 Bag	Yellow	\$ 2.00
b.	Oversized Refuse Item	Red	\$ 4.00
c.	Tires	Blue	\$ 5.00
d.	White Goods	White	\$15.00

- 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 Contractor 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 which can be purchased for a fee at 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:
 - (ii) New Year's Day.
 - (iii) Memorial Day.
 - (iv) Independence Day.
 - (v) Labor Day.
 - (vi) Thanksgiving Day.
 - (vii) Christmas Day
 - a. Containers:
 1. The Contractor shall supply Refuse and Recycling Toters. Title to the Refuse and Recycling Containers will remain in the Municipality. If a Refuse or Recycling Container is missing or damaged it is the responsibility of the resident of the Residential Unit to report and obtain a new Refuse or Recycling Container from the Contractor.
- 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. 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. COMMERCIAL BUSINESS COLLECTION PROGRAM:

- A. Procedures:** Commercial Businesses utilizing this collection contract must adhere to all provisions within this Municipal Contract Collection Program.

VI. BILLINGS, PAYMENTS, AND PENALTIES:

A. Billings, Payments and Penalties:

1. The semi-annual bills shall be mailed January 2nd and July 1st each year, with the January 1st bill covering the period of January 1st through June 30th of the same year of the billing; and the July 1st bill covering the period of July 1st through December 31st. 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.
2. A penalty of fifteen dollars (\$15.00) shall be added to each semi-annual bill for recycling/refuse collection which remains unpaid following the due date. The penalty shall be indicated on the original bill with a total amount due if paid after the due date.
3. 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.
4. A payment plan may be offered to a customer demonstrating a temporary financial hardship. The participant in the payment plan shall pay a fee equal to the six-month fee divided by 6 payable each month 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:

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. 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.
- B. Termination of service will be implemented at the discretion of the township in accordance with its Trash Fee Collection Policy.

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. 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.

XI. 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, may be eligible to receive a discount as established by the Board of Supervisors. If this discount is implemented, it will be available only in the January 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. When requesting this discount, the Township resident shall pay the entire amount of the discounted annual basic service fee.