

INSTRUCTIONS TO BIDDERS

The BOROUGH OF EXETER, Luzerne County, Pennsylvania, is currently reviewing its options with regard to the service it provides to the community by the collection of refuse. We are hereby accepting bids for review for the collection of refuse in the Borough, said bid to cover alternate periods of one (1), two (2) and three (3) year periods commencing July 1, 2023.

Please completely fill out all information provided on the proposed form attached hereto, and provide all information discussed therein. Return the original proposal form along with one copy of the specifications to the Office of the Borough Manager, Exeter Borough, 1101 Wyoming Avenue, Exeter, PA 18643. You may retain the other copy of the specifications for your records. THE BOROUGH OF EXETER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

SPECIFICATIONS

SEALED BIDS OR PROPOSALS

Item 1.

Sealed bids or proposals shall be addressed to the Borough of Exeter and marked "PROPOSAL FOR COLLECTION AND DISPOSAL OF ALL GARBAGE, ASH, TRASH AND OTHER REFUSE, in accordance with these specifications and must be received at the Exeter Borough Building on or before the close of business at 3:30 p.m. May 31, 2023.

PRINTED FORM OF BIDS

Item 2.

All proposals must be made upon the proposal form included in this packet and must state the price proposed, both in words and figures (written in ink) and must be signed by the bidder with his full name and address, and where partnership, the name and address of each partner in full, if corporation in place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the specifications and the instructions sheet attached, but deposited intact as received and properly sealed.

SURETY DEPOSIT

Item 3.

EACH proposal must be accompanied by cash, money order, a certified or cashier's good faith check, or a bond with corporate surety payable to the order of the Borough of Exeter in the amount of ten (10%) percent of the annual bid amount to insure good faith bidding. The above mentioned check or surety shall be forfeited to the Borough of Exeter in the event of the contractor neglecting or refusing to enter into a contract and to give bond as hereinafter specified, not as a penalty but as just and liquidated damages for delays or additional costs or expenses incurred by the Borough owing to his failure to accept the award and execute the contract and to all bonds as required.

SURETY RETURNED

Item 4.

The surety deposit discussed in Item 3 posted by the unsuccessful bidders will be returned after the contract is awarded. The surety deposit of the successful bidder will be returned after the execution of contract, provision of insurance and bond and posting of required surety.

CONTRACT AND BOND AND INSURANCE

Item 5.

The successful bidder shall within twenty (20) days after notification of award, enter into a written contract with the Borough of Exeter in the form attached hereto as Exhibit "A" and shall give to it a performance bond with an approved surety company authorized to conduct business in the Commonwealth of Pennsylvania in an amount equal to Fifty (50%) Percent of the highest year of the accepted bid. The purpose of this performance bond will be to provide surety that the contractor shall comply in all respects with the terms and conditions of this contract and its obligations hereunder, including the specifications. In the event the contractor fails to perform its obligations, the Borough shall have the right to call in the obligations of the surety in full. This performance surety shall remain in effect for the duration of the contract. The successful bidder shall likewise within twenty (20) days provide a policy of insurance insuring the Borough with policy limits of up to \$500,000 per claim, for all liability contingencies, and shall indemnify, insure and save harmless the Borough of Exeter from any and all claims, which the Borough may be subject to by virtue of the default, failure or insufficiency of the contractor to perform its duties, as well as any harm or injury to person or property which may arise as a result of the default, failure or insufficiency of the contractor to perform its duties, or its negligence, recklessness or wrongful actions which may result in causes of action. The contractor agrees to forever release and hold harmless the Borough from any liability of any kind, resulting from the Borough taking actions to provide alternate service upon the default of contractor. Bond and Insurance are to be satisfactory to the Borough of Exeter and its solicitor. In cases of failure or refusal on the part of the successful bidder to enter into said contract and file the aforesaid bond and insurance within twenty (20) days of the notice of the award, the amount of the deposit will be forfeited and paid to the Borough of Exeter.

TERM OF CONTRACT

Item 6.

The contractor shall begin work under this contract on the first day of July 2023. This contract shall continue in force from July 1, 2023 until the expiration date indicated on the Contract. Contractor shall not be paid for any months during which it does not collect all materials from the Borough as provided in the specifications.

GENERAL COMMUNITY INFORMATION

Item 7.

Weekly collection of garbage is required. The hauler is only required to pick up refuse from approximately 2,300 customers located in the Borough of Exeter with a maximum of three (3) forty (40) gallon containers per week from each customer. A minimum total of 52 collections per year shall be required. Collection shall take place on Wednesdays, between the hours of 6 a.m and 6 p.m.

GENERAL PROVISIONS

Item 8.

The contractor shall not deviate from the collection schedule provided to the Borough unless there is an equipment breakdown. If it should become necessary to change the accepted schedule, the Borough Secretary shall be notified in advance by the Contractor. Any change in schedule shall be subject to the approval of Borough Council.

Under no circumstances will collection be allowed on Sunday, or any other following days: New Years Day, Good Friday, Memorial Day, Thanksgiving Day, Labor Day, Independence Day and Christmas Day.

In the event that the Contractor defaults or fails to perform or collect refuse on any particular day, for any reason or no reason, the Borough of Exeter reserves the right to employ another private contractor to perform the service, or to provide the service on its own, and the cost thereof shall be borne by the Contractor as a result of its failure to perform.

Item 9.

Contractor agrees to comply at all times hereunder with all statutes and laws related to workers compensation, including without limitation the Workmens Compensation Act of 1915, as amended, and other similar federal, state or local statutes, laws or regulations. Contractor shall provide evidence of workers compensation insurance coverage to the Borough Secretary, and if the Contractor is lawfully exempt from said requirements, then Contractor shall provide evidence of its exempt status. Compliance is a material condition of the contract with the Borough.

Item 10.

All municipal solid waste collected shall be disposed of in accordance with the Luzerne County Municipal Waste Management Plan, and the Contractor shall be in compliance with all statutes, ordinances and regulations regarding the collection and disposal of waste.

Item 11.

The contractor shall, on the bid form attached, list the equipment which it intends to use for the collection of refuse in the Borough. The Contractor shall assume all responsibility for insurance and liability as well as inspection and registration costs for its equipment and vehicles.

Item 12.

The successful bidder shall certify to the bidder that it is an Equal Opportunity Employer and does not discriminate based on race, gender, creed or other legally protected category.

Item 13.

The Contractor shall, in submitting its bid, take into consideration the recycling program in existence in the Borough of Exeter, information relating to which is attached hereto as Exhibit "B".

Item 14.

Garbage and trash removal in the Borough of Exeter shall be governed by the Borough Garbage Removal Ordinance, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

Item 15.

The deadline for submitting bids is May 31, 2023, at 3:30 p.m. Bids will be opened and considered on June 6, 2023, at the meeting of Council which shall start at 7 p.m..

Item 16.

EXETER BOROUGH COUNCIL RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY DEFICIENCIES. BIDS SHOULD BE DELIVERED TO THE EXETER BOROUGH MUNICIPAL BUILDING LOCATED AT:

Exeter Borough Council
1101 Wyoming Avenue
Exeter, PA 18643

IF MAILED, the same shall be sent CERTIFIED MAIL RETURN RECEIPT REQUESTED, and the returned green cards shall be non-exclusive evidence of timely delivery.

BID ENVELOPES ARE TO BE ADDRESSED TO THE "EXETER BOROUGH COUNCIL", 1101 Wyoming Avenue, Exeter, PA 18643, ATTENTION: AMY SOROKIN HUNTINGTON, BOROUGH MANAGER". BID ENVELOPES MUST CONTAIN A CLEAR WRITTEN REFERENCE ON THE OUTSIDE ENVELOPE "GARBAGE REMOVAL".

Deadline for submitting bids is May 31, 2023 at 3:30 o'clock p.m. Any questions please contact the Borough Manager:

Amy Sorokin Huntington
Borough Manager
(570) 654-3001 extension 4
ExeterBoro@comcast.net

BID PROPOSAL FORM

For furnishing to the BOROUGH OF EXETER garbage collection services.

Date of Proposal: _____

Proposal Submitted By: _____

Address: _____

Business Telephone: _____

Email address: _____

Contact Person: _____

TO: THE BOROUGH OF EXETER

The undersigned hereby offers to furnish to the Borough of Exeter services in accordance with the specifications hereto attached and made a part hereof:

BID NO. 1

The services of refuse collection for the Borough of Exeter for a one (1) year period, commencing July 1, 2023 for the sum of :

_____ Dollars

_____ Numerical

BID NO. 2

The services of refuse collection for the Borough of Exeter for a two (2) year period, commencing July 1, 2023 for the sum of :

_____ Dollars

_____ Numerical

BID NO. 3

The services of refuse collection for the Borough of Exeter for a three (3) year period, commencing July 1, 2023 for the sum of :

_____ Dollars

_____ Numerical

The Bidder proposes to collect garbage in the Borough of Exeter on the days during the hours indicated below:

Monday: from _____ o'clock a.m. to _____ o'clock p.m.

Tuesday: from _____ o'clock a.m. to _____ o'clock p.m.

Wednesday: from _____ o'clock a.m. to _____ o'clock p.m.

Thursday: from _____ o'clock a.m. to _____ o'clock p.m.

Friday: from _____ o'clock a.m. to _____ o'clock p.m.

The Bidder has available the following equipment dedicated for garbage collection:

Year: _____
Make: _____
Model: _____

Year: _____
Make: _____
Model: _____

Year: _____
Make: _____
Model: _____

Year: _____
Make: _____
Model: _____

(attach additional sheets if necessary)

THE BID SHALL BE FREE OF ANY FEDERAL AND STATE TAX. THE UNDERSIGNED
HEREBY AGREES THAT HE, SHE OR THEY HAVE FAMILIARIZED THEMSELVES WITH THE
CONDITIONS AFFECTING THE FURNISHING OF THE ABOVE SERVICES AND WITH THE
SPECIFICATIONS PROVIDED

(Company Name)

(Signature)

(Title-Owner, etc.)

Date

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023, by and between the BOROUGH OF EXETER, a municipal entity organized and incorporated under the laws of the Commonwealth of Pennsylvania, hereinafter "BOROUGH",

-AND-

Hereinafter "CONTRACTOR"

WITNESSETH

WHEREAS, the BOROUGH duly advertised for refuse collection in the Borough of Exeter in accordance with instructions and specifications, all of which are incorporated herein by reference; and

WHEREAS, CONTRACTOR, submitted the acceptable bid for refuse collection in the Borough of Exeter; and

WHEREAS, at a regular meeting held on the ____ day of _____, 2023, Exeter Borough Council awarded the bid for refuse collection in the Borough of Exeter to Contractor.

WHEREAS, the parties are now desirous of entering into a formal contract for refuse collection in the Borough of Exeter for the period mentioned herein.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. The parties hereby reaffirm and ratify those terms and conditions, garbage collection requirements and specifications expressed in and set forth in the Borough Bid documents, incorporated herein by reference. A copy of the bid specifications and Contractor's bid proposal are incorporated herein as Exhibit "A".
2. This contract shall be for a term of _____ () months commencing July 1, 2023 and ending June 30 _____.
3. The Borough shall pay to Contractor the total sum of _____ (\$_____) Dollars, in equal monthly installments without interest over the course of the term of the contract, said installments to commence on July 1, 2023 and continue thereafter on the first day of each month.
4. Contractor warrants and represents to the Borough that it is an Equal Opportunity Employer and will not and does not discriminate on the basis of race, gender or creed.
5. The foregoing terms and conditions as well as Contractor's responsibilities as set forth in the terms and conditions set forth in the bid documents in Exhibit "A" attached hereto and

incorporated by reference, constitute the entire understanding between the parties, which Agreement may not be amended or modified except in writing executed the parties hereto.

6. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

7. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have hereunto set their hands and seals as of the day and year first above written.

Attest

BOROUGH OF EXETER COUNCIL

Council Chairman

Attest

(Name of Contractor)

Title/Signature

GARBAGE, RUBBISH AND REFUSE

Chapter 66
GARBAGE, RUBBISH AND REFUSE

ARTICLE I
Definitions and Limitations

66-1. Definitions.

66-2. Disposal.

66-3. Containers.

66-4. Limitations.

ARTICLE II
Receptacles

66-5. Requirements.

66-6. Specifications.

66-7. Damage or deteriorated receptacles.

66-8. Placing garbage in receptacles.

66-9. Unauthorized use of receptacles.

ARTICLE III
Collection

66-10. Frequency of regular collection service.

66-11. Maximum amount of containers collected.

ARTICLE IV
Garbage Collection Stickers

66-12. Garbage collection stickers.

66-13. Receipts.

ARTICLE V
Services Fees

66-14. Fees.

66-15. Rules and regulations.

66-16. Collection of fees.

GARBAGE, RUBBISH AND REFUSE

dispose of or dump garbage or rubbish upon the streets of the Borough or upon any public or private premises other than those duly designated for such purpose by Borough Council.

66-3. Containers.

All garbage and rubbish shall be placed in containers of the type and size hereinafter prescribed and said containers shall be placed at convenient outdoor pickup locations on the terrace next to the street in residential areas or in the alley or rear of commercial areas.

66-4. Limitations.

- A. Borough employees and/or contractors will not go upon private property to collect rubbish or garbage except areas that are open to the public and accessible to the garbage packer.
- B. The following items will not be collected by Borough employees and/or contractors and must be disposed of by the owner thereof:
 - (1) Motor vehicles.
 - (2) Waste from the demolition, destruction, burning or disposal of buildings.
 - (3) Large household appliances, e.g. stoves, refrigerators, washing machines, dryers, freezers.
 - (4) Concrete.
 - (5) Large limbs, tree trunks, tree roots.
 - (6) Items weighing more than forty (40) pounds.
 - (7) Tires.
 - (8) Poisons.
 - (9) Explosives.
 - (10) Dangerous or corrosive chemicals.
 - (11) Clothing taken from persons with infectious diseases.
 - (12) Heavy metals or metal parts.

GARBAGE, RUBBISH AND REFUSE

(13) Rocks, bricks, concrete blocks.

(14) Refuse from construction or remodeling.

C. Newspapers must be tied in bundles.

D. Cardboard boxes must be broken down and bundled.

ARTICLE II Receptacles

66-5. Requirements.

Any person using or occupying any building, house or structure within the Borough shall provide and maintain in good order and repair garbage or trash receptacles of sufficient number to contain the garbage or trash that will accumulate on the premises.

66-6. Specifications.

Receptacles used for storage for garbage and rubbish shall be watertight and meet the following specifications:

- A. Garbage containers shall not exceed forty (40) pounds in weight.
- B. All garbage shall be placed for collection in standard size (not to exceed thirty (30) gallons metal or plastic garbage cans with covers and handles, or in plastic or waterproof paper trash bags. The trash bags must be tied and be sturdy enough so that they can be handled without breakage and tearing.
- C. Trash cans shall be of a durable grade of galvanized metal or other suitable material approved by the Borough, from twenty (20) to thirty (30) gallons in capacity and weighing not more than twenty-five (25) pounds empty or forty (40) pounds fully loaded with normal refuse. Trash cans shall have two lifting handles on opposite sides and a tightly-fitting cover with a lifting handle. The cans shall be without inside protrusions, and the refuse shall be loosely packed so that the contents shall discharge freely when the receptacle is inverted.
- D. Refuse bags made of heavy multiple-ply paper or polyethylene or ethylene, copolymer resin and designed for outdoor storage or refuse are required. Bags must be securely tied or sealed to prevent emission of odor and shall be of a material so that liquids and greases will not be able to penetrate through the material and shall be of

GARBAGE, RUBBISH AND REFUSE

sufficient thickness and strength to contain the refuse enclosed without tearing or ripping under normal handling.

66-7. Damage or deteriorated receptacles.

Receptacles which have deteriorated, or have been damaged to the extent that the covers will not fit securely or those having jagged or sharp edges capable of causing injury to refuse collectors or other person whose duty is to handle containers, are declared a nuisance and shall be condemned by the Borough of Exeter or its authorized representatives. If such receptacles are not removed within five (5) days after notice of such defective conditions to the owner or user, then such receptacles shall be confiscated.

66-8. Placing garbage in receptacles.

Garbage or trash that is mixed with water or other liquids shall be drained before being placed in a garbage or trash receptacle. Animal matter that is subject to decomposition shall be wrapped in paper or other combustible material before being placed in a garbage receptacle. Grease in a free-flowing state shall be reduced to a solid.

66-9. Unauthorized use of receptacles.

It shall be unlawful for any person to place or permit another to place any garbage or trash in any receptacle at any refuse collection point unless the refuse is from the premises served by the container.

The owner or occupant of any building, house, structure or land shall cause to be removed all refuse items which will not be collected by the regular Borough collection service and which are located, owned or deposited on the property. Removal, at the owners' expense, within three (3) days of notice by the Borough is required. It shall be unlawful to deposit any such prohibited refuse at the Exeter Borough landfill. Such refuse shall be deposited at an approved disposal area outside of the Borough of Exeter.

ARTICLE III Collection

66-10. Frequency of regular collection service.

Regular Borough collection service shall be provided one (1) time per week for the protection of the public health and the control of flies, insects and rodents.

GARBAGE, RUBBISH AND REFUSE

66-11. Maximum amount of containers collected.

During each regular collection the Borough will collect a maximum of three (3) containers from each residential or commercial property for which a garbage collection sticker has been purchased.

ARTICLE IV Garbage Collection Stickers

66-12. Garbage collection stickers.

A. Residential.

- (1) All persons, residents, corporations, businesses, associations, etc., who own any structure in the Borough of Exeter, including any apartment, mobile home or trailer, which is used in whole or in part for residential purposes must purchase a garbage collection sticker from the Borough of Exeter.
- (2) It shall be the obligation of the owner of any such residential structure to purchase a garbage collection sticker.
- (3) Each owner of a trailer park or a multi-family dwelling shall be responsible for purchasing a garbage collection sticker for each unit or trailer in the multi-family dwelling or trailer park. It shall be the obligation of the owner of any multi-family dwelling or trailer park to pay to the Borough the garbage collection fee for each dwelling unit or trailer.

- #### B. Commercial:
- All persons, residents, corporations, businesses, associations, etc., who own any structure in the Borough of Exeter which is used for commercial purposes may at their option purchase a garbage collection sticker from the Borough of Exeter.

- #### C. Purchase of Stickers:
- Garbage collection stickers can be obtained by making application to the treasurer of the Borough of Exeter or Borough Council's other authorized representatives. Applications may be obtained by calling the Exeter Borough Municipal Building.

66-13. Receipts.

All applicants upon payment of the fee and charges as hereinafter set forth will receive a receipt. The receipt will

GARBAGE, RUBBISH AND REFUSE

note the year and expiration date and other relevant wording. The receipt must be prominently displayed on the building from which the rubbish, garbage or refuse is to be removed.

ARTICLE V Services Fees

66-14. Fees.

The annual fees for regular collection from commercial and residential premises will be as follows:

<u>Type of Premises</u>	<u>Fees</u>
One-family Residence (maximum 3 containers)	\$80.00
Multi-family Residence (maximum 3 containers)	\$80.00 per unit
Mobile Homes (trailers) (maximum 3 containers)	\$80.00 per mobile home
Business and Commercial Enterprises (maximum 3 containers)	\$80.00

BULK PICKUP - The Borough may from time to time provide a bulk pickup service. In such an event, anyone requesting bulk pickup shall pay a fee of \$40.00 per five ton truck load and a fee of \$20.00 for any bulk pickup amounting to less than a full five ton truck load.

66-15. Rules and regulations.

- A. Any residential premises requiring pickup of more than three (3) containers must arrange for private garbage disposal for the excess containers.
- B. All collections will be made from a place easily accessible to the garbage packer from the street from which collections are made. Collections will not be made from inside structures or enclosures.
- C. Borough Council or its designated representatives shall have the authority to make such additional rules and regulations concerning the manner and method of Borough refuse collection as Borough Council deems necessary.

GARBAGE, RUBBISH AND REFUSE

66-16. Collection of fees.

- A. It is the responsibility of anyone required by this ordinance to purchase a garbage collection sticker to pay the annual garbage collection fee for said sticker.
- B. The annual garbage collection fee shall be paid on or before February 28th of each calendar year, except however that if a structure is first used for residential purposes on or after February 1st of any calendar year, then said fee shall be due and payable within thirty (30) days of the date that residential use is first established. If residential use is first established on or after June 1st of any calendar year, then only one-half of the fee set forth in Article V Section I shall be required for that calendar year.
- C. If the fee for a garbage collection sticker is not paid within 30 days of the date it is due, a 10 percent penalty shall be added thereto; if said fee plus penalty is not paid within 60 days of the date the fee is due, the aggregate amount of the fee plus penalty shall bear interest from the penalty date at the rate of 1/2 of 1 percent per month or fraction thereof. In addition, anyone not paying the fee due by the penalty date or not paying any penalty or interest due, shall bear the cost to the Borough of collecting said fee, penalty or interest.
- D. Any individual or enterprise not paying its garbage collection fee within the time required by this Section shall be in violation of this Chapter and each day that the garbage collection fee remains unpaid shall constitute a separate violation of this Chapter.

ARTICLE VI Violations and Penalties

66-17. Violations and penalties.

Any garbage, rubbish or other refuse not collected by the Borough, either because of the limitations provided in this Chapter or because of non-payment of a fee shall be disposed of by the owner. Failure of the owner to dispose of garbage, rubbish or other refuse not collected by the Borough shall be considered a violation of this Chapter and the owner shall be subject to the penalties hereinafter provided.

- A. Any person who shall violate any provision of this Chapter shall upon conviction thereof for each violation, be subject to a fine of not less than fifty (\$50.00) dollars.

GARBAGE, RUBBISH AND REFUSE

nor more than three hundred (\$300.00) dollars in the discretion of the Court, plus costs of prosecution. In default of the payment of such fines and costs, such person shall be imprisoned in the County jail for a period of not more than ten (10) days.

- B. It shall be considered a violation of this Chapter where more than one residential premises and/or business or commercial enterprise are aggregating their garbage and trash for collection under one service fee. In such event, both parties will be considered in violation of this Chapter.
- C. Each day that any violation of this Chapter exists shall be considered a separate and distinct violation.

ARTICLE VII Mandatory Recycling Program

66-18. Purpose.

It is the goal and purpose of this Chapter to effectuate the Borough's compliance with Act 101, by facilitating efficient disposal of solid waste generated within the Borough in the most economical, environmentally acceptable manner, and also to reduce the total volume of solid waste disposal of by the Borough. This Chapter is also designed, in accordance with the Borough's police powers, to protect the health, welfare, and safety of the residents of this Borough.

66-19. Definitions.

For the purposes of this Chapter, the following words and phrases shall have the meanings given to them in this section unless the context clearly indicates otherwise:

PERSON - Any individual, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In any provisions of this Chapter prescribing a fine, imprisonment or penalty, or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

COMMERCIAL ESTABLISHMENT - Any entity in business for profit and which has not previously been afforded municipal waste collection.

CORRUGATED PAPER - Paper which has been shaped or wrinkled into

GARBAGE, RUBBISH AND REFUSE

parallel grooves and ridges, including cardboard, wrapping and packaging paper.

INDEPENDENT CONTRACTOR - A private garbage hauler engaged by a commercial establishment.

NEWSPRINT - A cheap, low-grade paper made mainly from wood pulp and used chiefly for newspapers.

RESIDENT - A person who lives in a residential structure.

RESIDENTIAL - Any noncommercial building used for family dwelling and which contains no more than four (4) dwelling units.

RECYCLABLE MATERIALS - Materials which are separated from the remainder of municipal waste in compliance with Section 1501 of Act 101.

SOLID WASTE - Materials or substances discharged or rejected as being spent, useless, worthless, or in excess by the owner at the time of such discard or rejection, except sewage and other highly diluted water-carried materials or substances, and those in gaseous form. Such waste is more commonly defined as "Municipal Waste" under rules and regulations promulgated by the Pennsylvania Department of Environmental Resources. The waste shall include, but is not limited to, garbage, sludge, rubbish, ashes, street cleaning, dead animals, offal, abandoned vehicles, agricultural waste.

66-20. Residential recycling requirements.

A. In accordance with Section 1501 of Act 101, 53 P.S. 4000.1501, the following items are hereby declared as the designated residential recyclable materials:

- (1) Newsprint, which until such time as may be prohibited by the recycling facility, may also include glossy advertising inserts;
- (2) Aluminum cans;
- (3) Clear glass;
- (4) Colored glass;
- (5) Certain types of plastics.

B. Each resident must establish within the household a program for effective source separation of the aforementioned

GARBAGE, RUBBISH AND REFUSE

recyclable materials. Said recyclable materials must be kept separate from other solid waste, and shall be disposed of as hereinafter set forth. Further, all of the designated recyclable materials must be stored in an area free from exposure to the elements and shall be properly secured so as to be safe from vermin.

- C. The Borough shall provide each residential dwelling one (1) recyclable materials container, which container must be utilized by the resident when placing the aforementioned recyclables at curbside for collection. The container shall remain the property of the Borough, and the recyclables shall become the property of the Borough when placed at curbside for collection.
- D. The Department of Public Works of the Borough shall establish a schedule for collection of the recyclable materials which conforms to the requirements of Section 1501(d) of Act 101. Suitable public notice of said schedule of collection shall be made via newspaper advertisement.

66-21. Commercial recycling requirements.

- A. In accordance with Section 1501 of Act 101, the following are designated as the designated commercial recycling materials:
 - (1) High grade office paper;
 - (2) Aluminum;
 - (3) Corrugated Paper;
 - (4) Leaf waste.
- B. Each commercial establishment shall develop an effective program for the source separation of the aforementioned recyclables. These materials must be kept separate from other solid waste. Further, the recyclable materials must be stored in an area free from exposure to the elements and properly secured, so as to be safe from vermin.
- C. Each commercial establishment shall arrange with an independent contractor for private collection of the aforementioned recyclables, as well as for collection of remaining solid waste, which independent contractor shall comply with all governing statutes for proper disposal of same.

GARBAGE, RUBBISH AND REFUSE

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- D. Any commercial establishment which seeks exemption from the requirements of this Chapter on the basis that it has otherwise provided for the recycling of the designated recyclable materials shall report no later than January 15th of each year to the Borough the total number of tons recycled in compliance with Section 1501 (c) (1) (iii) of Act 101.

66-22. Disposal of lead batteries.

Any resident wishing to dispose of a lead acid battery shall deliver same to an automotive battery retailer or wholesaler, or to a secondary lead smelter permitted by the United States Environmental Protection Agency, or to an authorized recycler, as required by Section 1510 of Act 101. No other form of disposal shall be lawful.

66-23. Disposal of leaf waste and similar material.

Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings, shall be separated from other municipal waste generated by residents, and shall be placed at curbside in accordance with the collection scheduled adopted by the Borough. Said waste shall be placed at curbside separately in a polyethylene trash bag of thirty (30) gallon capacity or in a disposable corrugated container.

66-24. Borough ownership of recyclables.

Upon placement at curbside of the container supplied by the Borough, as hereinbefore mentioned, all recyclables shall become the property of the Borough, whose responsibility it shall be to dispose of the recyclables in conformity with Act 101. No person or persons other than the Department of Public Works or this duly authorized agents may collect and dispose of recyclables placed at curbside. Violation of this section shall be considered as criminal theft or scattering rubbish under the Pennsylvania Crimes Code, depending upon the severity of the violation, and may be prosecuted in accordance with existing law.

66-25. Recycling of materials.

It shall be unlawful for any person to dispose of the materials designated herein as recyclables with regular municipal waste. The Department of Public Works and its designated agents are hereby authorized to regularly inspect all municipal waste collected for violations of this Chapter.

The Borough reserves the right to refuse to collect municipal waste which contains unseparated recyclable materials in violation

GARBAGE, RUBBISH AND REFUSE

of Section IV of this Chapter.

66-26. Delegation of duties.

The Borough, if it deems it appropriate, may enter into an agreement with any private firm for the collection of recyclables, pursuant to Section 1501 (e)(1)(ii) of Act 101.

66-27. Enforcement.

Any person who violates any provision of this Chapter, except as hereinbefore stated in Section IX, shall, upon conviction thereof in a summary proceeding, be sentenced to pay a fine of not less than one hundred dollars (\$100.00) nor more than three hundred dollars (\$300.00) and costs of prosecution, and in default of payment of such fine and costs, to undergo imprisonment for a period of not more than thirty (30) days. Further, each day for which a violation occurs and each violation of any provision of this Chapter shall constitute a separate offense.

ORDINANCE

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, AMENDING AN ORDINANCE IMPOSING THE COLLECTION OF FEES FOR GARBAGE, RUBBISH, AND REFUSE ON THE OCCUPANTS OF EXETER BOROUGH WHO PHYSICALLY RESIDE WITHIN THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE COLLECTION OF FEES PURSUANT TO CHAPTER 66, SECTION 66-16.

WHEREAS, AN ORDINANCE ADOPTED, IMPOSING COLLECTION OF FEES FOR GARBAGE, RUBBISH, AND REFUSE ON THE RESIDENTS WHO PHYSICALLY RESIDE IN THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES FOR GARBAGE, RUBBISH, AND REFUSE SERVICE; AND

WHEREAS, THE BOROUGH OF EXETER, HEREINAFTER "BOROUGH", IS DESIROUS OF AMENDING CERTAIN PROVISIONS OF CHAPTER 66, SECTION 66-16, SUBSECTIONS B. AND C.;

NOW, THEREFORE, THE LANGUAGE OF CHAPTER 66, SECTION 66-16, SUBSECTION B. and C. SHALL READ:

- B. The annual garbage collection fee shall be paid on or before March 31 of each calendar year, except however that if a structure is first used for residential purposes on or after February 1st of any calendar year, then said fee shall be due and payable within thirty (30) days of the date that residential use is first established. If residential use is first established on or after July 1st of any calendar year, then only one-half of the fee set forth in Article V, Section I shall be required for that calendar year.
- C. If the fee for a garbage collection sticker is not paid within thirty (30) days of the date it is due, a Seventy (\$70.00) Dollar penalty will be added to the price of the garbage collection fee; if said fee plus penalty is not

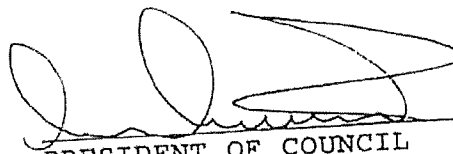
paid within sixty (60) days of the date the fee is due the aggregate amount of the fee plus the penalty shall bear interest from the penalty date at the rate of one-half of one percent per month or a fraction thereof. In addition, any one not paying the fee by the penalty date or not paying any penalty or interest due shall bear the cost to the Borough of collecting the fee, penalty or interest.

SHOULD ANY PORTION WHATSOEVER OF THIS ORDINANCE BE HELD INVALID OR UNENFORCEABLE FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH PORTION SHALL BE DEEMED SEVERABLE, BUT NOT ONLY TO THE EXTENT OF SUCH HOLDING AND SUCH HOLDING SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE.

ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith BE THE SAME ARE HEREBY REPEALED.

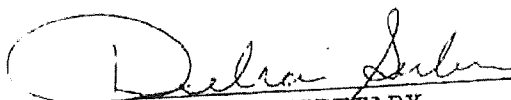
THIS ORDINANCE SHALL TAKE EFFECT Dec. 30 2003.
2004.

ORDAINED AND ENACTED INTO LAW THIS 30 DAY OF DECEMBER,
2003.



PRESIDENT OF COUNCIL

ATTEST:



BOROUGH SECRETARY

APPROVED THIS 30 DAY OF DECEMBER, 2003



MAYOR

ORDINANCE NO. 4 OF 2005

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, AMENDING AN ORDINANCE IMPOSING THE COLLECTION OF FEES FOR GARBAGE, RUBBISH, AND REFUSE ON THE OWNERS WHO OWN REAL PROPERTY WITHIN THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE COLLECTION OF FEES PURSUANT TO CHAPTER 66.

WHEREAS, AN ORDINANCE ADOPTED, AMENDING THE FEES FOR GARBAGE, RUBBISH, AND REFUSE ON THE REAL PROPERTY OWNERS IN THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES FOR GARBAGE, RUBBISH, AND REFUSE SERVICE; AND

WHEREAS, THE BOROUGH OF EXETER, HEREINAFTER "BOROUGH", IS DESIROUS OF AMENDING THE FEE AND PENALTIES FOR GARBAGE, RUBBISH AND REFUSE;

NOW, THEREFORE,

SECTION 1.

The price for garbage stickers in the Borough of Exeter shall be amended to cost \$110.00.

SECTION 2, SUBSECTION C.

The language of Chapter 66, Section 66-16, Sub-section c shall read:

If the fee for garbage collection stickers is not paid on or by March 31 for each calendar year, a \$90.00 penalty will be added to the price of the garbage collection fee. In addition, any one not paying the fee by the penalty date or not paying any penalty due shall bear the cost to the Borough of collecting the fee, penalty, and interest.

SHOULD ANY PORTION WHATSOEVER OF THIS ORDINANCE BE HELD INVALID OR UNENFORCEABLE FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH PORTION SHALL BE DEEMED SEVERABLE, BUT NOT ONLY TO THE EXTENT OF SUCH HOLDING AND SUCH HOLDING SHALL NOT AFFECT

THE REMAINING PORTIONS OF THIS ORDINANCE.

ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith
BE THE SAME ARE HEREBY REPEALED.

THIS ORDINANCE SHALL TAKE EFFECT

January 1

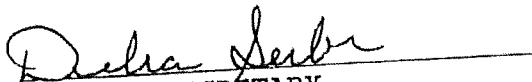
2006

ORDAINED AND ENACTED INTO LAW THIS 27 DAY OF DECEMBER,

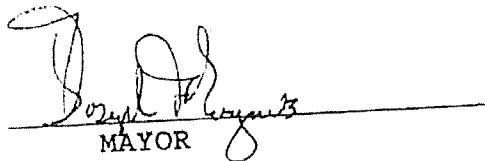
2005


CHAIRMAN

ATTEST:


BOROUGH SECRETARY

APPROVED THIS 27 DAY OF DECEMBER, 2005


MAYOR

EXETER BOROUGH ORDINANCE
NO. 4 of 2006

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA ESTABLISHING AND ASSESSING REGISTRATION REQUIREMENTS FOR THOSE INDIVIDUALS WHO OWN RENTAL PROPERTIES WITHIN THE BOROUGH OF EXETER.

WHEREAS, AN ORDINANCE ESTABLISHING AND ASSESSING A REGISTRATION REQUIREMENT ON THOSE INDIVIDUALS WHO OWN RENTAL PROPERTIES WITHIN THE BOROUGH OF EXETER, MORE SPECIFICALLY, REQUIRING LANDLORDS TO REGISTER THEIR TENANTS WITH THE PROPERLY AUTHORIZED AGENTS OF EXETER BOROUGH LOCATED AT 1101 WYOMING AVENUE, EXETER, LUZERNE COUNTY, PENNSYLVANIA 18643, THE DOCUMENTATION OF WHICH WILL BE USED BY EXETER BOROUGH OFFICIALS IN DETERMINING THOSE WHO RESIDE WITHIN THE EXETER BOROUGH JURISDICTION.

WHEREAS, THE BOROUGH OF EXETER, HEREINAFTER "BOROUGH" IS DESIROUS OF ESTABLISHING A REGISTRATION REQUIREMENT SO THAT ALL INDIVIDUALS, WHETHER RESIDING WITHIN THE BOROUGH OF EXETER OR OUTSIDE OF THE BOROUGH OF EXETER, THAT OWN PROPERTY WITHIN THE BOROUGH OF EXETER AND RENT SAID PROPERTY TO TENANTS ARE REQUIRED TO NOTIFY THE AUTHORIZED AGENT OF EXETER BOROUGH OF WHICH TENANTS RESIDE AT EACH LOCATION OWNED.

NOW, THEREFORE, BE AND IT IS HEREBY ENACTED AND ORDAINED BY THE COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, AS FOLLOWS:

SECTION 1.

THE EXETER BOROUGH COUNCIL WILL AUTHORIZE AN AGENT OF EXETER BOROUGH TO ACCEPT AND ENFORCE REGISTRATION REQUIREMENTS ON THOSE WHO OWN RENTAL PROPERTIES WITHIN THE BOROUGH OF EXETER.

SECTION 2.

IT IS UNDERSTOOD THAT THIS REGISTRATION REQUIREMENT IS IN FULL FORCE AND EFFECT AND IS REQUIRED UPON ALL LANDLORDS THAT OWN RENTAL PROPERTIES IN THE BOROUGH OF EXETER. WHERE THE OWNERS OF THE RENTAL PROPERTIES RESIDE IS OF NO CONSEQUENCE TO THE ENFORCEMENT OF THIS ORDINANCE. THE MERE FACT THAT THE OWNERS OF THESE PROPERTIES, OWN PROPERTIES WITHIN THE BOROUGH OF EXETER, REQUIRES COMPLIANCE WITH THIS ORDINANCE.

SECTION 3.

DEFINITIONS:

ADULT - AN INDIVIDUAL OF THE AGE OF 18 YEARS OR MORE.

DWELLING - ANY BUILDING OR PORTION THEREOF DESIGNED OR USED EXCLUSIVELY AS THE RESIDENCE OR SLEEPING PLACE OF ONE (1) OR MORE PERSONS. THIS DEFINITION SHALL BE CONSTRUED TO INCLUDE MOBILE HOMES AND ROOMING HOUSE. THIS DEFINITION SHALL NOT BE CONSTRUED TO INCLUDE HOTELS, MOTELS, HOMELESS SHELTERS, DORMITORIES, HOSPITALS, REHABILITATION OR TREATMENT CENTERS, NURSING HOMES OR PERSONAL CARE HOMES.

LANDLORD - A NATURAL OR NON-NATURAL PERSON OR ENTITY WHICH OFFERS FOR HABITATION AS OWNER OR MANAGES ONE OR MORE DWELLINGS WITHIN THE BOROUGH OF EXETER.

ROOMING HOUSE - A BUILDING IN WHICH ROOMS FOR LODGING AND/OR BOARDING ARE LET FOR A FEE TO THREE OR MORE INDIVIDUALS NOT INCLUDING INDIVIDUALS RELATED BY BLOOD OR MARRIAGE TO THE OWNER OR OWNERS OF THE PREMISES.

SECTION 4.

LANDLORDS ARE REQUIRED TO REGISTER THEIR TENANTS WITH THE AUTHORIZED AGENT OF THE BOROUGH OF EXETER WITHIN THIRTY (30) DAYS OF THE DATE THE LANDLORD ACCEPTS THE TENANT. THE DATE IS TO BE DETERMINED BY THE DATE ON THE LEASE AGREEMENT BETWEEN SAID TENANT AND SAID LANDLORD. IF THE LANDLORD DOES NOT REGISTER THE TENANT WITH THE AUTHORIZED AGENT OF THE BOROUGH OF EXETER WITHIN THIRTY (30) DAYS OF THE DATE THE TENANT WAS ACCEPTED ON THE LANDLORD'S RENTAL PROPERTY THEN SAID LANDLORD IS SUBJECT TO THE PENALTY SECTION OF THIS ORDINANCE.

SECTION 5.

THE LANDLORD IS REQUIRED TO REGISTER THE TENANT WITH THE AUTHORIZED AGENT OF THE BOROUGH OF EXETER AND IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO SAID AUTHORIZED AGENT: NAME OF TENANT AS IT APPEARS ON THE RENTAL OR LEASE AGREEMENT, PHOTOCOPY OF TENANT'S DRIVER LICENSE, TENANT'S SOCIAL SECURITY NUMBER, AND TENANT'S ADDRESS INCLUDING TENANT'S UNIT NUMBER IF NECESSARY AT THE RENTAL COMPLEX.

SECTION 6.

THIS ORDINANCE ESTABLISHES THE REGISTRATION REQUIREMENTS ON LANDLORD AND NOT ON TENANTS. IF MORE THAN ONE INDIVIDUAL OWNS THE RENTAL PROPERTY THEN THIS ORDINANCE IS ENFORCEABLE AGAINST ALL OWNERS OF SAID RENTAL PROPERTIES.

SECTION 7.

THE REGISTRATION REQUIREMENTS ENACTED BY THE BOROUGH OF EXETER IN THIS ORDINANCE ARE ENFORCEABLE AGAINST LANDLORDS AND REQUIRE LANDLORDS TO REGISTER THEIR TENANTS WITH THE AUTHORIZED AGENT OF EXETER BOROUGH ON OR BY MARCH 31ST OF EACH CALENDAR YEAR HEREAFTER.

SECTION 8.

ALL THOSE OWNING RENTAL PROPERTIES WITHIN THE BOROUGH OF EXETER WHO RENT THOSE PROPERTIES TO INDIVIDUALS ARE REQUIRED TO CONTACT THE AUTHORIZED AGENT OF THE BOROUGH OF EXETER WITHIN THIRTY (30) DAYS OF THE PASSAGE OF THIS ORDINANCE TO REGISTER THOSE INDIVIDUALS WHO CURRENTLY RESIDE IN THEIR RENTAL PROPERTIES AND ARE TO PROVIDE THE AUTHORIZED AGENT OF THE BOROUGH OF EXETER WITH: NAME OF TENANT AS IT APPEARS ON THE RENTAL OR LEASE AGREEMENT, PHOTOCOPY OF TENANT'S DRIVER LICENSE, TENANT'S SOCIAL SECURITY NUMBER, AND TENANT'S ADDRESS INCLUDING TENANT'S UNIT NUMBER IF NECESSARY AT THE RENTAL COMPLEX.

SECTION 9.

THIS ORDINANCE IS ENFORCEABLE AND APPLIES TO ANY INDIVIDUAL OWNING RENTAL PROPERTY IN THE BOROUGH OF EXETER, ANY MUNICIPAL CORPORATION OWNING AND RENTING PROPERTY IN THE BOROUGH OF EXETER, ANY PRIVATE ENTITY OWNING AND RENTING PROPERTY IN THE BOROUGH OF EXETER, AND ANY PUBLIC ENTITY OWNING AND RENTING PROPERTY IN THE BOROUGH OF EXETER FOR ANY USE OTHER THAN COMMERCIAL.

SECTION 10.

LEGISLATIVE HISTORY

THE BOROUGH OF EXETER ENACTS THIS ORDINANCE OUT OF THE CONCERN FOR THE SAFETY OF ITS RESIDENTS AND OUT OF A NECESSITY FOR PROPERLY ENFORCING THOSE LAWS WHICH REQUIRE THE PROPER MAINTENANCE OF PROPERTY WITHIN THE BOROUGH OF EXETER AND THE PROPER ENFORCEMENT OF THE GARBAGE/REFUSE ORDINANCE OF EXETER BOROUGH. ADDITIONALLY, EXETER BOROUGH COUNCIL ACKNOWLEDGES THAT THE ENFORCEMENT OF THE EARNED INCOME WAGE TAX IS MORE EASILY

ENFORCEABLE WITH THE REGISTRATION OF THOSE INDIVIDUALS WHO RESIDE WITHIN THE BOROUGH OF EXETER.

SECTION 11.

THE DOCUMENTATION REQUIRED FOR THE ENFORCEMENT OF THIS ORDINANCE BY THE AUTHORIZED AGENT FOR EXETER BOROUGH COUNCIL WILL BE USED IN ENFORCING OTHER ORDINANCES ENACTED BY THE EXETER BOROUGH COUNCIL. MORE SPECIFICALLY, EXETER BOROUGH WILL USE THE RESULTS OF THE REGISTRATION FROM THIS ORDINANCE TO ENFORCE ITS GARBAGE/REFUSE STICKER ORDINANCE, TO ENFORCE ITS EARNED INCOME WAGE TAX ORDINANCE, AND TO ENFORCE ITS PROPERTY MAINTENANCE ORDINANCES.

SECTION 12.

PENALTIES

FAILURE OF ANY INDIVIDUAL TO COMPLY WITH THE REGISTRATION OF THEIR TENANTS WITH EXETER BOROUGH OFFICIALS OR THE AUTHORIZED AGENT OF EXETER BOROUGH WILL RESULT IN THAT INDIVIDUAL BEING HELD IN VIOLATION OF THE EXETER BOROUGH ORDINANCE. THESE INDIVIDUALS WILL BE SUBJECT TO ALL NECESSARY COLLECTION METHODS INCLUDING BUT NOT LIMITED TO REPORTS TO COLLECTION AGENCIES AND REPORTS ON CREDIT REPORTING. ADDITIONALLY, THE INDIVIDUALS WILL BE SUBJECT TO PAY A FINE OF THREE HUNDRED (\$300.00) DOLLARS PER DAY FOR FAILURE TO COMPLY WITH THE ENFORCEMENT OF THESE REGISTRATION REQUIREMENTS.

SECTION 13.

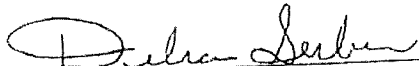
ALL REGISTRATION REQUIREMENT INFORMATION SHALL BE GIVEN TO THE AUTHORIZED AGENT OF EXETER BOROUGH COUNCIL. THE INFORMATION GIVEN TO ANY OTHER INDIVIDUAL IS NOT ACCEPTABLE AND IS NOT IN COMPLIANCE WITH THE ENFORCEMENT OF THIS ORDINANCE.

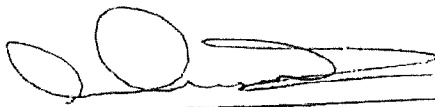
THIS ORDINANCE SHALL TAKE EFFECT October 3, 2006.

ORDAINED AND ENACTED INTO LAW THIS 3 DAY OF October,
2006.

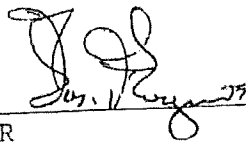
ATTEST:

EXETER BOROUGH COUNCIL


BOROUGH SECRETARY


PRESIDENT OF COUNCIL

APPROVED THIS 3 DAY OF October, 2006


MAYOR

EXETER BOROUGH ORDINANCE
NO. 2 of 2007

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, IMPOSING A REQUIREMENT ON COMMERCIAL ENTITIES WITHIN THE BOROUGH LIMITS TO PURCHASE A COMMERCIAL RECYCLING STICKER FROM THE BOROUGH OF EXETER.

WHEREAS, AN ORDINANCE ADOPTED, IMPOSING THE COLLECTION OF A FEE FOR A COMMERCIAL RECYCLING STICKER FROM COMMERCIAL ENTITIES WITHIN THE BOUNDARY OF EXETER BOROUGH AND PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES FOR COMMERCIAL RECYCLING STICKERS AND SERVICE; AND

WHEREAS, THE BOROUGH OF EXETER, HEREINAFTER "BOROUGH", IS DESIROUS OF IMPOSING SAID FEE ON ALL COMMERCIAL ENTITIES WHO UTILIZE EXETER BOROUGH RECYCLING IN ANY ASPECT;

NOW, THEREFORE, BE IT AND IT IS HEREBY ENACTED AND ORDAINED BY THE COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, AS FOLLOWS:

SECTION 1.

A. ANY NON-RESIDENTIAL ENTITY WITHIN THE BOROUGH OF EXETER SHALL BE CONSIDERED A COMMERCIAL ENTITY FOR PURPOSES OF THIS ORDINANCE. ANY NON-RESIDENTIAL ENTITY IS REQUIRED TO PURCHASE A COMMERCIAL RECYCLING STICKER IF SAID ENTITY UTILIZES THE EXETER BOROUGH RECYCLING PROGRAM IN ANY MANNER.

SECTION 2. - DEFINITIONS

A. UTILIZE SHALL BE DEFINED AS:

USE IN ANY WAY; GET ASSISTANCE FROM OR AID FROM IN ANY MANNER IN THE COLLECTION, DISTRIBUTION, DESTRUCTION, SEPARATION, HAULING, NOTIFICATION, SHREDDING, AND/OR PLACEMENT OF CONTAINERS AND MATERIALS FOR COLLECTION OF RECYCLING.

B. COMMERCIAL ENTITY SHALL BE DEFINED AS:

ANY NON-RESIDENTIAL ENTITY INCLUDING BUT NOT LIMITED TO NOT FOR PROFITS.

C. EXETER BOROUGH RECYCLING SHALL BE DEFINED AS:

ANY AND ALL WORK DONE BY EXETER BOROUGH OFFICIALS AND/OR EMPLOYEES AND AGENTS OF EXETER BOROUGH IN THE COLLECTION, DISTRIBUTION, NOTIFICATION, SEPARATION OF, DESTRUCTION OF, AND/OR HAULING OF, RECYCLING MATERIALS.

SECTION 3.

A. A FEE FOR THE COMMERCIAL RECYCLING STICKER SHALL BE ONE HUNDRED TEN (\$110.00) DOLLARS.

B. THIS ANNUAL FEE OF ONE HUNDRED TEN (\$110.00) DOLLARS SHALL BE PAID ON OR BEFORE MARCH 31ST OF EACH CALENDAR YEAR, EXCEPT HOWEVER THAT IF A STRUCTURE IS FIRST USED FOR NON-RESIDENTIAL PURPOSES ON OR AFTER FEBRUARY 1ST OF ANY CALENDAR YEAR, THEN SAID FEE SHALL BE DUE AND PAYABLE WITHIN THIRTY (30) DAYS OF THE DATE THAT NON-RESIDENTIAL USE IS FIRST ESTABLISHED. IF NON-RESIDENTIAL USE IS FIRST ESTABLISHED ON OR AFTER JULY 1ST OF ANY CALENDAR YEAR THEN ONLY ONE-HALF (1/2) OF THE FEE SHALL BE SET FORTH TO BE REQUIRED FOR THAT CALENDAR YEAR.

C. IF THE FEE FOR THE COMMERCIAL RECYCLING STICKER IS NOT PAID ON OR BY MARCH 31ST OF EACH CALENDAR YEAR, A SEVENTY (\$70.00) DOLLAR PENALTY WILL BE ADDED TO THE PRICE OF THE COMMERCIAL RECYCLING STICKER. IN ADDITION, ANY ONE NOT PAYING THE COMMERCIAL RECYCLING STICKER FEE BY THE PENALTY DATE OR NOT PAYING ANY PENALTY DUE WILL BEAR THE BURDEN OF ALL RECYCLING COSTS; PENALTIES AND/OR INTEREST.

SECTION 4. - MIXED USE CLARIFICATION

A. IF SAID ENTITY IS BOTH USED FOR RESIDENTIAL AND NON-RESIDENTIAL PURPOSES, THEN THE OWNER OF SAID PROPERTY SHALL SUBMIT IN WRITING TO THE BOROUGH ON OR BY MARCH 31ST OF EACH CALENDAR YEAR NOTIFICATION THAT SAID ENTITY IS USED FOR BOTH RESIDENTIAL AND NON-RESIDENTIAL PURPOSES. EXETER BOROUGH OFFICIALS WILL RECEIVE AND REVIEW SAID NOTIFICATIONS AND BASED UPON SAID NOTIFICATIONS EXETER BOROUGH OFFICIALS WILL MAKE THE PROPER RECOMMENDATIONS AS TO WHETHER OR NOT THE SAID ENTITY HAS MET ITS COMMERCIAL RECYCLING FEE BURDEN THROUGH THE NORMAL RESIDENTIAL GARBAGE COLLECTION STICKER FEE. IT ONLY THESE ENTITIES WHICH WILL BE EXEMPT FROM PURCHASING SEPARATE COMMERCIAL RECYCLING STICKERS.

ORDINANCE NO. 4 OF 2009

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, AMENDING AN ORDINANCE IMPOSING THE COLLECTION OF FEES FOR GARBAGE, RUBBISH, AND REFUSE ON THE OWNERS WHO OWN REAL PROPERTY WITHIN THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE COLLECTION OF FEES PURSUANT TO CHAPTER 66, SECTION 66-16.

WHEREAS, AN ORDINANCE ADOPTED, IMPOSING COLLECTION OF FEES FOR GARBAGE, RUBBISH, AND REFUSE ON THE REAL PROPERTY OWNERS IN THE BOROUGH OF EXETER, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE COLLECTION OF FEES AND PENALTIES FOR GARBAGE, RUBBISH, AND REFUSE SERVICE; AND

WHEREAS, THE BOROUGH OF EXETER, HEREINAFTER "BOROUGH", IS DESIROUS OF AMENDING THE FEE AND PENALTIES FOR GARBAGE, RUBBISH AND REFUSE;

NOW THEREFORE,

SECTION 1.

The price for garbage stickers in the Borough of Exeter shall be amended to cost \$150.00 if purchased by February 28, 2010 and \$180.00 if purchased by March 31, 2010.

The price for garbage stickers in the Borough of Exeter for senior citizens, age 64 before March 31, 2010, shall be amended to cost \$110.00 if purchased by February 28, 2010 and \$130.00 if purchased by March 31, 2010.

SECTION 2.

The language of Chapter 66, Section 66-16, Sub-section C shall read:

If the fee for garbage collection stickers is not paid on or by March 31 for each calendar year a \$90.00 penalty will be added to the price of the garbage collection fee. In addition, any one not paying the fee by the penalty date or not paying any penalty due shall bear the cost to the Borough of collecting the fee, penalty and interest.

SHOULD ANY PORTION WHATSOEVER OF THIS ORDINANCE BE HELD INVALID OR UNENFORCEABLE FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH PORTION SHALL BE DEEMED SEVERABLE, BUT NOT ONLY TO THE EXTENT OF SUCH HOLDING AND SUCH HOLDING SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE.

ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith BE THE SAME ARE HEREBY REPEALED.

THIS ORDINANCE SHALL TAKE EFFECT January 4, 2010.

ORDAINED AND ENACTED INTO LAW THIS 4 DAY OF January, 2010.

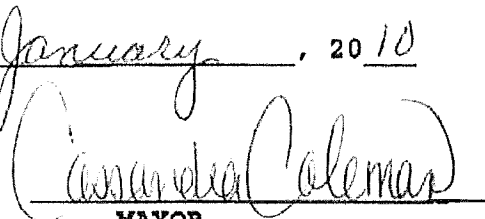
PRESIDENT OF COUNCIL



ATTEST:


BOROUGH SECRETARY

APPROVED THIS 4 DAY OF January, 2010


MAYOR

ORDINANCE NO. 8 of 2020
AMENDMENT TO GARBAGE COLLECTION FEES

An Ordinance of the Exeter Borough Council, amending Chapter 66 of the Exeter Borough Code of Ordinances, Garbage, Rubbish and Refuse, and in particular Article V, Service Fees, Section 66-14.

WHEREAS, the Services Fees provisions of the aforesaid ordinance have been previously amended, the most recent being Ordinance No. 4 of 2009 enacted January 4, 2010.

WHEREAS, due to changing market forces, and increased costs related to garbage collection and disposal, Council has determined that a modification to service fees charged to and collected from Exeter residents is necessary in order to maintain collection service.

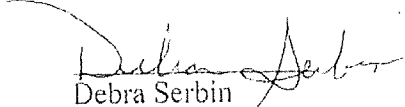
BE IT DULY ORDAINED THAT THE FEE SCHEDULE defining the fees to be collected from residents set forth in Section 66-14, as amended previously, is hereby amended as follows:

1. The price for garbage stickers in the Borough of Exeter shall be amended to hereafter cost \$170.00 if purchased on or before February 28, 2021, and \$200.00 if purchased on or before March 31, 2021.
2. The price for garbage stickers in the Borough of Exeter for senior citizens, defined as those individuals having attained the age of 64 years on or before March 31, 2021, shall hereafter cost \$130.00 if purchased on or before February 28, 2021, and \$150.00 if purchased on or before March 31, 2021.
3. The language of Chapter 66, Section 66-16, subsection (c) is amended, and shall hereafter read as follows: "If the fee for garbage collection stickers is not paid on or before March 31 for each calendar year, a \$110.00 penalty will be added to the price of the garbage collection fee. In addition, any one not paying the fee by the penalty date (March 31) or not paying any fees or penalties due and owing, shall bear the cost to the Borough of collecting the fees and penalties, together with interest thereon, in addition to being subject to the criminal penalties of this ordinance.
4. To the extent any provisions of the original ordinance, or any amendment thereto is in conflict with the ordinance amendment herein, the provisions of this amendment shall govern.

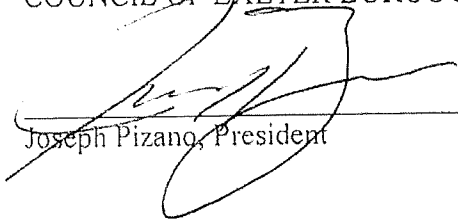
5. All of the remaining provisions of the original ordinance and amendments, which do not conflict with this amendment shall remain in full force and effect.
6. THIS ORDINANCE SHALL TAKE EFFECT COMMENCING JANUARY 1, 2021.

ORDAINED AND ENACTED INTO LAW, this 14th day of December, 2020.

ATTEST


Debra Serbin
Secretary

COUNCIL OF EXETER BOROUGH


Joseph Pizano, President


Hon. Denise Adams, Mayor