

Heidelberg Township

Ordinance No. 178

AN ORDINANCE REGULATING THE DISPOSAL OF GRASS CLIPPINGS AND YARD WASTE ON THE ROADS AND STREETS IN THE TOWNSHIP; SETTING PROCEDURES FOR REDUCTION IN WASTE AND REMEDIATION; PROVIDING FOR LIABILITY OF HOMEOWNERS; AND SETTING CIVIL AND CRIMINAL PENALTIES.

NOW THEREFORE BE IT ORDAINED AND ENACTED by the Board of Supervisors of Heidelberg Township, Berks County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

**SECTION 1. PREAMBLE**

The Board of Supervisors makes the following findings:

1. The deposit and accumulation of grass clippings, leaves and other yard waste upon and into the streets of the Township have created a public problem by increasing the amount of waste and debris in the streets, making the Township less visually attractive, posing a risk to the operations of motorcycles and other motor vehicles and increasing pollution and run-off into the Township's storm sewers; and
2. A significant portion of the run-off and debris in the streets results from persons intentionally blowing, dumping or placing grass clippings, leaves and yard wastes in the Township streets; and
3. That a new ordinance is required to remediate the problems identified herein.

**SECTION 2. OFFENSE DEFINED**

It shall be unlawful for any person to cause grass clippings, leaf or other debris or waste produced in conjunction with yard maintenance or gardening, into the streets, alleys, and other public roads in the Township. A homeowner is responsible to ensure that any persons hired cut their grass or maintain their yard abide by this ordinance. Any grass or waste which in advertently is caused to enter the streets or alleys of the Township shall be promptly removed; there is no "grace period" within which to remove grass or leaves.

**SECTION 3. ENFORCEMENT**

**A.** This ordinance may be enforced by the Police Department or Code Enforcement Officer. A violation of this ordinance shall initially be sanctioned by the civil penalty method set forth in Section 4. The enforcing officer will use common sense and discretion in the enforcement of this Ordinance and shall consider means other than the issuance of a summons where appropriate. No summons may be based upon hearsay.

**B.** There shall be a presumption that grass clippings, leaves or yard waste immediately adjacent to a property where caused to be placed there by property owner. This is a rebuttable presumption.

#### **SECTION 4. CIVIL PENALTY**

A violation of this Ordinance shall constitute a civil penalty punishable by a fine set in the Township's Schedule of Fines and Costs. A summons, similar in form to a parking summons, shall be tendered by the officer to the responsible party. The summons shall be paid at the Township Office within seventy-two (72) hours. The fine shall be higher thereafter as set forth in the Township's Schedule of Fines and Costs.

#### **SECTION 5. CRIMINAL PENALTY**

Any person who fails to pay a civil penalty set under Section 4 within thirty (30) days commits a summary offense under the 2<sup>nd</sup> Class Township Code and shall be issued a citation to appear before the District Justice. Upon conviction, a Defendant shall be fined according to the Township's Schedule of Fines and Costs, or in default thereof, sentenced to the county jail for up to thirty (30) days.

#### **SECTION 6. SEVERABILITY**

Should any portion of this Ordinance be determined to be unlawful or unconstitutional, then the remainder of the Ordinance shall be not affected and shall remain in full force and effect.

#### **SECTION 7. EFFECTIVE DATE**

This Ordinance shall be effective upon enactment.

**ENACTED AND ORDAINED** as an Ordinance of the Heidelberg Township, Berks County, PA, this 28<sup>th</sup> day of May, year 2020.

  
Secretary

**HEIDELBERG TOWNSHIP**

  
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**ORDINANCE - EXHIBIT "A"**

**COST-SHARING AND COOPERATION AGREEMENT**

## **BERKS COUNTY MS4 STEERING COMMITTEE COST-SHARING AND COOPERATION AGREEMENT**

**THIS AGREEMENT**, is made by and between the participating municipalities of the Berks County MS4 Steering Committee, as set forth below (the "Participating Municipalities").

### **BACKGROUND**

**WHEREAS**, the First Class Townships, Second Class Townships, Boroughs and Third Class Cities of Pennsylvania, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce and the use of public streets, ways and property within their jurisdictions; and

**WHEREAS**, under the recognized corporate powers of the First Class Townships, Second Class Townships, Boroughs, and Third Class Cities, municipalities have the authority to enter into agreements with other municipalities, in accordance with existing laws, for performing governmental powers, duties, functions and maintaining peace, good government, health and welfare of the respective municipalities and their citizenry; and

**WHEREAS**, the Berks County MS4 Steering Committee (the "Committee") was formed to facilitate the creation and sharing of ideas, services and other resources to assist participating municipalities in the completion of their applications/annual report to the Pennsylvania Department of Environmental Protection ("DEP") for renewal of MS4 permits (PAG-13) and required reporting under the newly formulated regulations; and

**WHEREAS**, the Participating Municipalities have determined that it is in the best interests of their residents to participate in such a venture and to cooperate together and enter into this Agreement providing for cost-sharing and cooperation to determine the means by which the Participating Municipalities can best obtain the required information to be included in such applications/annual reports to the DEP for renewal of MS4 permits (PAG-13); and



**NOW, THEREFORE**, in consideration of the above and intending to be legally bound hereby, the Participating Municipalities do agree to the following terms of this Agreement:

1. Each Participating Municipality shall appoint one (1) individual to the Committee to represent their municipality. Each Participating Municipality shall have one (1) vote.
2. Berks County Conservation District ("BCCD") shall be entitled to appoint one (1) individual to represent that agency. The County of Berks ("Berks") shall appoint one (1) individual; provided, however, that BCCD and Berks shall each only have one (1) vote.
3. Berks Nature ("BN") shall appoint one (1) individual to the Committee, who shall be a non-voting member.
4. In addition to appointments pursuant to Section 1 above, Municipal and other professional engineers having experience in storm water management may be appointed to the Committee without regard to the total number of such individuals, except that they must be associated with the appointing Participating Municipality. Such individuals shall be non-voting members.
5. If deemed necessary, the Participating Municipalities may engage an attorney to serve as solicitor for the Committee.
6. In order to be a member of the Committee, each Participating Municipality shall pay the aggregate sum of Three Thousand and Five Hundred Dollars (\$3,500.00) as follows:
  - (a) Seven Hundred Dollars (\$700.00) on or before March 1, 2018; and
  - (b) Commencing January 15, 2019 and annually thereafter through 2022, the sum of Seven Hundred Dollars (\$700.00). All payments due hereunder shall be paid to and made payable to the Berks County Conservation District, which shall collect membership fees and pay for any services required to enable the Committee to conduct its business.
  - (c) If permitted by law, the Participating Municipalities may approve a revision in fees payable, if warranted, by resolution from time to time.
7. A municipality may enter/reenter into this Agreement at any time; provided, however, that payment of an entrance/reentrance fee of One Thousand Dollar (\$1,000.00) for their first year and seven hundred dollars (\$700.00) the remaining years of the permit cycle, which is payable pursuant to Section 6(b) above.
8. The Cooperative Education Program shall be developed in accordance with the provisions of Exhibit "A" attached hereto and made a part hereof.
9. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purpose, and all immunities from liabilities enjoyed by the Participating Municipalities within their respective boundaries

shall extend to their participation in services outside their respective boundaries and within the geographical area served by the Committee.

10. Invalidity. The invalidity, illegality or unconstitutionality of any portion of this Agreement shall not impair or affect the invalidity of this Agreement as a whole or any part thereof.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original part of the within Agreement and together shall constitute one Agreement.

12. Successors. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Heidelberg Township

A handwritten signature in dark ink, appearing to read "David Randler", is written over a horizontal line.

David Randler, Chairman  
Board of Supervisors

**AGREEMENT- EXHIBIT "A"**  
**MS4 INTERGOVERNMENTAL COOPERATION**  
**EDUCATIONAL PROGRAM**

The Joint Cooperative Education Program is a five year program intended to consist of a combination of some or all of the following educational offerings. The Education partners will strive to provide opportunities for education applicable to all minimum control measures as required in the permit.

	<b>Education Partner Responsibility</b>	<b>Municipality Responsibility</b>
<b>MCM1</b>	Provide template for PEOP	Must individualize PEOP
	Newsletter and brochure templates	Must individualize, circulate, print
	Story boards and posters	Print and post
	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
	Organize tree planting, solicit volunteers, advertise	Municipalities provide trees, advertise event, solicit volunteers
	Provide up to date website content that includes educational resources, links	Review web content to assure the link is up to date on municipal website
<b>MCM2</b>	Provide template for PIPP	Must individualize PIPP, advertise and solicit public input on PIPP
	Attend public meetings which discuss stormwater/MS4 permit when necessary	Advertise and solicit public input prior to adoption of Stormwater Management Ordinance, Pollutant Reduction Plans
	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
<b>MCM3</b>	Provide training and workshop development and implementation	Advertise to appropriate target audience and have municipal representatives attend and keep records of the events they attend
	Provide up to date website content that includes educational resources, links	Review web content to assure the link is up to date on municipal website
	Provide newsletter and brochure templates	Must individualize, circulate, print
<b>MCM4</b>	General education may be included during training/workshops	Fully responsible
<b>MCMS</b>	General education may be included during training/workshops	Fully responsible

