

WEXFORD CONSERVANCY

POLICY RESOLUTION NO. 2013-02

(Rules Relating to the Storage and Collection of Trash)

WHEREAS, Article III , Section 3(c)(2) of the Declaration of Covenants, Conditions, and Restrictions ("Declaration") provides the Board of Trustees with the power and duty to establish rules and regulations for the use of property; and

WHEREAS, Article VI, Section 1 (d) of the Declaration states that from time to time the Board of Trustees shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Members, such as trash and trash containers; and

WHEREAS, Article VI, Section 2(a) of the Declaration requires each Lot Owner to keep his/her lot and all improvements situated thereon in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management; and

WHEREAS, Article V, Section 7 of the Supplementary Declaration of Covenants, Conditions, and Restrictions states that storage, collection and disposal of trash shall be in compliance with the rules set by the Architectural Review Board; and

WHEREAS, the Board of Trustees deems it necessary to implement establish rules/regulations regarding trash containers and collection, for the benefit of all members of the Association.

THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES ADOPTS THE FOLLOWING POLICY:

I. Definitions:

1. **Garbage** shall mean readily putrescible discarded materials composed of animal, vegetable or other organic matter.
2. **Refuse** shall mean all solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, pet feces, litter, residues from clean-up of spills or contamination, or other discarded materials but not including human or agricultural animal body wastes.

3. **Rubbish** shall mean combustible or slowly putrescible discarded materials which include but are not limited to trees, wood, leaves, trimmings from shrubs or trees, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible materials not included under the term "garbage."
4. **Putrescible:** liable to become putrid; **Putrid:** being in a state of putrefaction: rotten.
5. **Approved Refuse Containers** shall be made of durable, watertight, rust-resistant material and shall have close-fitting lids and handles to facilitate collection. Refuse containers for residences shall be of not less than ten gallons or more than 40 gallons in capacity. An exception can be made for size and capacity, if containers are designed to be mechanically lifted by the collection vehicle. **Some examples of "approved" containers are shown below.**



II. POLICY

1. The Association shall determine and publicize the days of trash collection.
2. Each Owner, guest, invitee, or tenant having refuse shall provide themselves with approved refuse containers adequate to contain the refuse generated at said home accumulated between periods of removal from the premises in which all refuse shall be contained until disposal. Prince William County Code states, "It shall be unlawful for any person to place refuse in any street or any other public place, or upon private property, whether owned by him or not, unless such refuse is placed in an approved container."
3. All Garbage and Refuse must be placed in approved containers and at no time be stored or placed out in the open in a trash bag of any kind. All refuse shall be drained free of liquids before being placed in the refuse containers. All recyclable containers such as

cans, bottles or other food containers shall be free of liquids and food particles before being placed in such containers.

4. All containers must be kept securely covered until removed from the premises by refuse removers or otherwise disposed of as permitted by law. Containers shall be kept in good repair with tight fitting lids and shall be free of cracks and holes. Lids shall be kept securely closed except when emptying.
5. All trash cans and lids must be marked with the address of the unit they belong to. This will assist in recovering cans and lids that get blown throughout the community on windy days.
6. Trashcans are not to be filled to the point where the lid cannot be firmly closed. Residents and tenants are to use additional trashcans should this situation arise. Residents should consider use of a cord or device that will hold the lid down or on securely. Once again, this is to prevent animals from getting into trash and prevent trash and debris from blowing around the neighborhood.
7. Recycling bins supplied by the contracted trash company that have no lids and are full should have their contents placed in a plastic bag to prevent individual items from being blown by the wind. The bag should then be placed inside of the recycle bin. It is recommended that bags used for containing recyclables be clear or the blue recycling bags.
8. No trash can, cycle bin, or rubbish shall be permitted to remain in public view except on the days of trash collection. Trash cans, cycle bins, and rubbish shall be stored inside of a garage or in the rear yard. If a fence surrounding the property is not present, the trash and/or recycle container must be stored near the back wall of the house. If a fence is present then all trash, recycle bins, and rubbish must be stored inside the fence.
9. Trash Containers, Rubbish, and recyclables shall not be placed for pickup at appointed locations prior to 6:00 p.m. on the previous evening and must be removed within 12 hours of pickup. Appointed locations for pick up are directly in front of the home and may be placed on the sidewalk however it may not be placed in such a manner as to block the sidewalk. Appointed areas do not include any common areas.
10. If trash pick-up is canceled due to extenuating circumstances (e.g., ice/snow conditions, other weather delay, or contractor equipment failure), trash must be removed from public site within 12 hours and stored until the next trash day or taken to the landfill by other means.

11. Members requiring special pick-ups (e.g., sofas, tables, appliances, televisions, computers, any hazardous materials, or any item that may contain hazardous materials) must contact the trash removal company or contractor of their choice directly to schedule the pick-up. If not covered under current trash removal contract, removal of any of the previously mentioned items will have to be billed to and paid for directly by the person requiring removal services. Members requiring special pick-ups must follow rules specified elsewhere in this resolution regarding storage and when such items may be set out for pick-up. Items requiring special pick up may not be placed outside of the residence or in public view until the day of the scheduled pick up. If the scheduled pick up does not occur the items must be brought back inside of the residence and out of public view.
12. Owners or contractors performing any renovations, improvements, or evictions must remove any construction materials, debris, or items removed from the property immediately and not allow them to remain in public view. If additional time is required to remove such items, Management must be contacted for authorization in advance of work and a schedule for its removal will be agreed upon.
13. Each Owner, guest, invitee or tenant is responsible for picking up litter and debris both on, in front of, behind, and adjacent to their lot, as well as in their assigned parking spaces. Removal of trash by contractors costs the Conservancy dollars. Voluntary resident and Neighborhood cleanup, in addition to controlling litter at the source, saves everyone money.
14. At no time is the Conservancy Open Space considered a dumping ground for inorganic debris. Organic debris such as leaves, grass clippings and branches may not be dumped on Open Space. Open Space is any land not allocated to individual lots including any wooded areas. Residents who are observed dumping anything in common area grounds will be afforded the opportunity to immediately remove and dispose of debris that were improperly discarded. If the resident fails to immediately remove the items then they will be charged for the cost of removal and assessed accordingly.
15. Any homeowner, resident, tenant, or occupant failing to fully comply with Wexford Conservancy, Prince William County, and Code of Virginia trash rules, zoning ordinances, codes, or statutes are subject to assessments, fines, or both.

III. REMEDIES FOR FAILURE TO COMPLY WITH THIS POLICY

1. Owners who store or do not remove trashcans from the public view on non-service days or in accordance with this resolution may be notified promptly by either a "door

hanger" or written notice of violation. The written notice may also include notice of a date and time for a hearing. It is up to the owner to ensure that they are able to attend this hearing.

2. Once the notice has been mailed, it will be considered to be delivered as of the fifth day after being mailed and any recurrence of the violation documented from that point on will be treated as additional violations.
3. After the aforementioned notice and an opportunity to be heard the Owner's account may be assessed per occurrence for failing to comply with the rules set forth in this policy.
4. For any Owner who has received a "door hanger" or written notice of violation from the Association for any matter relating to trash can storage, trash storage, or removal during the prior twelve (12) month period, the Association reserves the right to dispense with the aforementioned notice and enter upon the lot to (a) remove a trashcan from public view; or, (b) remove the trashcan from the property; (c) and the Association may assess the owner.
5. Nothing herein is meant to preclude the Board of Trustees from the use of other remedies or sanctions available to the Association in order to obtain compliance with these rules. The Association reserves the right to exercise all other powers and remedies provided by the Association's Governing Documents or the laws of Virginia and Prince William County, including, but not limited to, obtaining injunctive relief or levying other monetary charges as a sanction.