

TOWNSHIP OF TEANECK

ORDINANCE NO.

AN ORDINANCE PROHIBITING RETAIL ESTABLISHMENTS WITHIN THE TOWNSHIP OF TEANECK FROM PROVIDING CUSTOMERS WITH DISPOSABLE PLASTIC CHECKOUT BAGS

WHEREAS, the Township Council finds that the reduction in the use of disposable plastic checkout bags by Retail Establishments in the Township of Teaneck is a public purpose; and

WHEREAS, the reduction in the use of disposable plastic checkout bags helps to protect the marine environment, advance solid waste reduction, reduce greenhouse gas emissions, and protects waterways; and

WHEREAS, the Township Council desires to reduce the number of disposable plastic checkout bags that are being burned, used, discarded and littered and to promote the use of reusable checkout bags, recyclable paper bags and bio-degradable plastic bags by retail establishments located within Teaneck;

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Teaneck as follows:

Section 1. Chapter 26, Offenses-Miscellaneous, of the Code of the Township of Teaneck is hereby amended to add thereto Section 26-31 to read in full as follows:

Section 26-31. Disposable Plastic Checkout Bags

A. Definitions.

“Checkout Bag” means a carryout bag with handles provided by a retail establishment to a customer at the point of sale but shall not include:

1. bags, whether plastic or not, in which loose produce or products are placed by a consumer to deliver such items to the point of sale or check-out area of a Retail Establishment.
2. laundry or dry-cleaning bags.
3. newspaper bags.
4. bags used to contain or wrap frozen foods, meat or fish, whether prepackaged or not, to prevent or contain moisture.

“Recyclable Paper Bag” means a paper bag that is 100% recyclable and contains at least 40% post-consumer recycled content and displays the words “Recyclable” and “made from 40% post-consumer recycled content” in a visible manner on the outside of the bag.

“Reusable Bag” means a bag with handles that is specifically designed and manufactured for multiple reuse and is either made from polyester, polypropylene, cotton or other durable material or plastic which is at least 3.0 mils in thickness.

“Bio-degradable Plastic Bag” means a plastic Checkout Bag that meets the test parameters of ASCMD6400 and is capable of undergoing biological decomposition in a compost site such that the material breaks down into carbon dioxide, water, inorganic compounds and biomass at a rate consistent with known bio-degradable materials.

Disposable Plastic Checkout Bag” means a Checkout Bag made of plastic which is neither a Reusable Bag nor a Bio-degradable Plastic Bag.

“Retail Establishment” means any commercial enterprise, whether or not operated for-profit, including mercantile establishments, restaurants, pharmacies, convenience and grocery stores, liquor stores, seasonal and temporary businesses, jewelry stores, and household goods stores, but excluding bazaars or special events operated by a nonprofit organization or religious institution.

B. Disposable Plastic Checkout Bags prohibited

1. Retail Establishments shall not provide Disposable Plastic Checkout Bags to customers.
2. If a Retail Establishment provides Checkout Bags to customers, such Checkout Bags shall be either a Recyclable Paper Bag, a Bio-degradable Plastic Bag, or a Reusable Bag.
3. Retail Establishments may charge a customer for a Checkout Bag provided such charge is prominently posted at each point of sale and any such charge shall be separately stated as a “Checkout Bag Charge” on a receipt provided to the customer at the time of sale.

C. Right of Customers to Use Their Own Checkout Bags

1. Customers of a Retail Establishment shall be permitted to refuse a Checkout Bag provided by the Retail Establishment and shall be permitted to bring and use their own Checkout Bags.
2. Retail Establishments shall not require customers to use or pay for a Checkout Bag provided by the Retail Establishment unless the customer specifically requests same.

D. Hardship Stay.

1. Notwithstanding the prohibitions set forth above, a Retail Establishment may apply to the Township Manager for a temporary hardship stay to continue to

provide Disposable Plastic Checkout Bags to customers under the following circumstances:

- a. circumstances or situations unique to a particular Retail establishment such that there are no reasonable alternatives to providing, Disposable Plastic Checkout Bags.
 - b. circumstances or situations unique to a Retail Establishment such that compliance with the requirements of this Section would deprive the Retail Establishment of a legally protected right.
 - c. circumstances where a Retail Establishment requires additional time to draw down an existing inventory of Disposable Plastic Checkout Bags.
2. No hardship stay granted hereunder shall exceed a one year period provided, however, that a Retail establishment may apply for additional hardship stays.
 3. Each application for a hardship stay shall be accompanied by an application fee in the sum of \$100.00, as such other fee as may be from time to time specified in the most current fee ordinance.
 4. Applications shall be submitted in writing and shall set forth the name and address of the Retail Establishment, the nature of the business conducted by the Retail Establishment, whether any previous hardship stays have been applied for or granted, the dates thereof, and the circumstances or situations upon which the hardship stay is based.
 5. The Township Manager shall decide all such applications and may request additional information or require the applicant to appear at a hearing.

E. Violations and penalties

1. A separate offense shall be committed for each Disposable Plastic Checkout Bag provided to a customer by a Retail Establishment in violation of this section.
2. For each violation of this section, a Retail Establishment shall be subject to one or more of the following: a minimum fine of \$100.00 and a maximum fine not exceeding \$2,000.00, or by imprisonment for a term not exceeding 90 days or by a period of community service not exceeding 90 days.

Section 2. Severability

If any sentence, section, clause or other portion of this Ordinance, or the application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or repeal the remainder of this Ordinance.

Section 3. Inconsistency

All ordinances or parts thereof, inconsistent with the provisions hereof, are hereby repealed to the extent of such inconsistency.

Section 4. Effective Date

This Ordinance shall take effect twenty (20) days following passage and publication as required by law.