



TOWN OF NORTH YARMOUTH

REQUEST FOR PROPOSALS

**SOLID WASTE and RECYCLING MATERIALS
COLLECTION and DISPOSAL SERVICES**

May 2, 2017

SECTION 1: NOTICE TO PROPOSERS

The Town Manager of the Town of North Yarmouth, Maine, will receive sealed proposals until 5:00 P.M., on May 29, 2017, at the North Yarmouth Town Office, 10 Village Square Road, North Yarmouth, Maine 04097, for a **Solid Waste and Recycling Materials Collection and Disposal Services Contract**.

Proposals shall be submitted in sealed envelopes, shall include on the face of the envelope the name, address, and telephone contact of the Proposer and shall be marked **SWRM Collection and Disposal Services Bid**. All proposals must be submitted with **Appendix A** completed.

All timely proposals will be opened and read aloud at the North Yarmouth Town Office at 5:01 P.M. on May 30, 2017.

No Proposer may withdraw a proposal within thirty (30) days after the date for submission given above.

A mandatory pre-proposal meeting will be held at the North Yarmouth Town Office at 3:30 P.M. on Wednesday, May 17, 2017. Failure to attend the pre-proposal meeting disqualifies the proposer from the proposal process. This will be the bidder's opportunity to inquire about the proposed service.

SECTION 2: INTRODUCTION

The Town of North Yarmouth currently contracts with Pine Tree Waste, Inc. ("current Contractor") for the weekly collection and disposal of Municipal Solid Waste ("MSW") and Recycling Materials ("RM"). A copy of the existing contract is attached as **Appendix B** for reference and information. The current contract expires on June 30, 2017.

The Town has estimated that there is presently an average of **1400** residential stops. The Town presently allows eligible residential properties, in a **pay-as-you-throw program**, to dispose of MSW and RM curbside. The average three-year tonnage of solid waste collected is approximately **930** tons and recycling materials collected is approximately **380** tons.

Appendix C is a copy of the Town's current Solid Waste Disposal & Recycling Ordinance. Proposers should be knowledgeable of these governing rules and regulations.

SECTION 3: PROPOSAL GUIDELINES AND REQUIREMENTS

The Town seeks competitive proposals ("Primary Proposal") for continuation of the current level of waste and recycling collection and disposal services as summarized above, and as set forth in detail in the existing agreement with Pine Tree Waste, Inc.

All Proposers shall include a separate quote for the cost of a performance bond as a part of their competitive proposal. See Section 8.7.

SECTION 4: PROPOSAL SPECIFICATIONS

4.1. Proposal Compliance

By the act of submitting a Proposal for consideration under this Request, each Proposer agrees to be bound to comply with all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such differences must be fully explained within a proposal written narrative. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interests of the Town of North Yarmouth.

4.2. Addenda and Interpretations

No interpretation of the specifications or other contract documents will be provided orally to any Proposer. All requests for interpretation of any specification of this Request for Proposals, or other contract documents, shall be made in writing addressed to the Town Manager, Town of North Yarmouth, 10 Village Square Road, North Yarmouth, Maine 04096; manager@northyarmouth.org. To be given consideration, all such requests for interpretation must be received not later than five (5) business days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and/or supplemental instructions provided to a Proposer shall be in the form of written addenda to these specifications and, if issued, shall be emailed, mailed (USPS), or faxed to all prospective Proposers at their respective

contact addresses, not later than one (1) day prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such interpretive addenda shall not relieve any Proposer from any obligation under his/her Proposal as submitted. All addenda so issued shall become part of the contract documents.

4.3. Contractor Qualifications

- (a) Each Proposer, if a corporation, shall identify the state of incorporation and the names and addresses of all principal officers.
- (b) Each Proposer, if not a Maine Corporation, shall include with the Proposal a certified copy of the company's certificate of Authorization to do Business in the State of Maine.
- (c) Each Proposal shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.
- (d) Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer has operated or presently operates, a municipal MSW and RM collection and transportation service. Each Proposer shall submit with his/her Proposal a list of four (4) communities and geographic areas in which the Proposer currently collects and transports municipal solid waste and recyclable material. Such list shall include a description of the duration and type of the existing contract, the identity and population of community, and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified might be contacted by personnel designated by the Town of North Yarmouth.

4.4. Proposer Responsibilities

- (a) Proposers are cautioned to examine carefully all conditions affecting the collection and transportation of municipal solid waste and recyclables and to fully acquaint themselves with the volume and character of the material to be handled under this Contract.
- (b) Proposers are cautioned to fully familiarize themselves with the Town of North Yarmouth and all of the physical and geographic characteristics therein. Submission of a Proposal under these specifications shall be deemed conclusive evidence that the Proposer is fully acquainted with, and shall be fully responsible for, compliance with any restrictions, constraints, or physical hazards existing within the municipal boundaries of the Town of North Yarmouth. It is the responsibility of each Proposer to base its Proposal upon conclusions drawn from its own independent investigations.

4.5. Basis for Acceptance or Rejection

The Select Board will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the Base Proposal (one truck) and/or any combination of Additional Proposals submitted herewith.

The Town reserves the right to accept or reject any or all Proposals submitted, to waive terms stated herein; to reopen the Request for Proposals process and seek new proposals if, in the judgment of the Select Board, to do so will best serve the interests of the Town of North Yarmouth.

4.6. Exceptions to Proposals

The Proposer shall identify and describe any and all exceptions contained in its Proposal to any of the specifications identified in this Request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately and attached to the Proposal.

4.7. Additional Data

The Proposer shall submit pursuant to this subsection any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Select Board to consider during their deliberations and ultimate vendor selection.

SECTION 5: CONTRACT REQUIREMENTS

5.1. Term of Contract

The contract period will be for twenty-four (24) months beginning July 1, 2017, and ending June 30, 2019. The Contract will contain a renewal option for one additional two (2) year period if mutually agreed-to between the parties.

Proposer should be aware that funding for any Town contract occurs at the annual Town Meeting, and that any agreement will be contingent on Town funding at the applicable Town Meeting(s).

5.2. Non-Assignment of Contract

The successful Proposer (also referred to herein as the "Contractor") shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, which approval may be withheld for any reason by the Town.

5.3. Secured Disposal Site Contract

All Proposers shall deliver MSW and RM collected in North Yarmouth to **ecomaine** or it's designee during the term of this agreement.

5.4. Contract Administration

The Town Manager or her designee shall administer the provisions of the Contract on behalf of the Select Board for the Town. All work shall be performed in a manner satisfactory to the Select Board and in compliance with all governmental regulations. Decisions of the Select Board relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

5.5. Tonnage Reports, Invoicing, and Payments

The Contractor shall be entitled to payments for services rendered as follows:

- (a) Tonnage Reports: Reports shall be generated and sent to the Town Manager on a monthly or quarterly basis exhibiting the actual amount of MSW tonnage collected and disposed of (recycling report already provide from ecomaine.)
- (b) Invoices: Separate invoices shall be mailed monthly to the attention of the Town Manager, 10 Village Square Road, North Yarmouth, Maine 04097, monthly for One-Twelfth (1/12th) of the annual contract price for MSW/RM collection and disposal contract.
- (b) Payment: Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions; approval of the Board of Selectmen and/or claims for any failure by the Contractor to perform the work as specified.
- (c) Contract Cost: The annual contract price for collection and disposal of MSW/RM will increase on an annual basis starting July 1st of each succeeding year of the Contract, beginning July 1, 2017. The rate of annual increase will be based solely upon 70% U.S. Department of Labor CPI-W, All City Average for the twelve (12) month period ending December of the recent year.
- (d) Fuel Surcharge: Fuel shall be adjusted based on the increase or decrease of actual fuel cost to the Contractor as evidenced on the most recent invoiced price per gallon. The base cost per gallon shall be determined by this actual cost at the time the contract is signed. Each subsequent adjustment will be based on the most recent invoiced price to Contractor. The increase or decrease, as determined above will be applied to the volume of fuel used. Adjustments will be made bi-annually on January 1 and July 1 of each contract year. The first such adjustment will be on January 1, 2018.

SECTION 6: WASTE COLLECTION INFORMATION

6.1. Locations and Number of Stops

Pine Tree Waste, Inc., the Town's current waste contractor, has estimated the average number of housing units currently eligible for service at 1342. The Town and chosen Contractor will jointly conduct a stop count during a typical October week of the first year (2017-2018) of the Contract and negotiate stop changes, if appropriate, in the contract amount for the second year (2018- 2019), and for each year thereafter, based upon the average of the data collected.

6.2. Collection from Public and Private Roads

The Contractor will be required to collect MSW and RM from all publicly maintained streets and roads in the Town of North Yarmouth, and from all privately maintained streets and roads if conditions of such streets or roads reasonably allow access for such collection. A current list of Town roads, both public and private, is shown in **Appendix D**.

The following criteria shall be used for determining whether a privately maintained road is reasonably accessible:

- (a) The road conforms to the Town ordinances, and/or Planning Board Subdivision regulations, and/or Town standards established for the road;
- (b) The road is a minimum of fourteen feet wide;
- (c) The road is regularly maintained to permit easy, year-round vehicle access;
- (d) The road has a turn around or cul-de-sac.

The CEO and/or Town Manager are the designated Town officials responsible for determining whether a private road satisfies these standards.

6.3. Route Map

The Contractor shall submit a collection route map to the Town Manager for approval within thirty days of the award of the Contract. Upon receiving written approval from the Town Manager, the Contractor shall place in a daily newspaper having general circulation in the Town of North Yarmouth a copy of the approved collection route map one week prior to the first scheduled collection week beginning July 2, 2017 all at Contractor's expense.

The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. For example, a short street could be moved from Tuesday's collection route to Thursday's. Minor modifications to the collection route will have no impact on the contract cost.

6.4. Collection Procedures

- (a) In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw the containers or bins on sidewalks, within two (2) feet of the travel way or within driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Town Manager or their designee, insufficient care resulting in the damage was exercised by the Contractor's employees.
- (b) Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- (c) No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Town Manager. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Town Manager's office shall be notified immediately.
- (d) If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any residence covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste Disposal & Recycling Ordinance and/or the terms of the Contract, the waste and/or recyclable container(s) shall be left behind and the Contractor or his employee shall immediately report the incident to the North Yarmouth Town Office.
- (e) Contractor's collection vehicles shall drive only on the correct side of the street when collecting.

6.5. Collection Schedule

- (a) **Time of Collection.** Curbside collection of MSW/RM shall be conducted weekly except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 5:00 P.M. on any scheduled collection day.
- (b) **Weather Conditions.** The Contractor will not collect MSW/RM on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Administrative Assistant a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled MSW/RM collection. The Contractor will reschedule the missed collection day on the next day following the canceled collection day, unless that day falls on Christmas Day or Thanksgiving Day. In the event that the rescheduled collection day falls on either of these holidays, collection shall be postponed to the regularly scheduled collection day of the following week.
- (c) **Holidays.** Collection of MSW/RM will not occur Thanksgiving Day or Christmas Day. Regularly scheduled collection of MSW/RM falling on either of these holidays will occur on the next day following the scheduled holiday. Full service will be provided in the normal course on all other scheduled holidays
- (d) **Employees and Complaints.** A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or her designee or the Contractor.

6.6. Customer Service Center

The Contractor shall provide a customer service office with a toll-free telephone number. The customer service office shall be staffed with well-trained customer service representatives. These representatives shall have direct communication contact with all collection vehicles operating in the Town and with the North Yarmouth administrative offices. The office shall be open and staffed whenever collection is taking place in the Town.

SECTION 7: EQUIPMENT REQUIREMENTS

7.1. Equipment Inventory

- (a) Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed.
- (b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided with the Proposal.
- (c) Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.

7.2. Equipment Specifications

- (a) The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW/RM.
- (b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.

- (c) All vehicles used by the Contractor shall be so equipped to provide direct communication with the Contractor's customer service office.
- (d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/RM during collection.
- (e) All vehicles shall be inspected prior to the beginning of the contract period by an authorized State of Maine or New Hampshire inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- (f) All MSW/RM shall be collected by vehicles, which shall be empty and void of all solid waste or recyclables or other material prior to the commencement of a day's collection route.

7.3. Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Town Office within thirty (30) minutes of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within one (1) hour of notification of breakdown.

SECTION 8: REQUIRED BONDS AND INSURANCE

8.1. Workers Compensation Insurance

For the duration of the Contract, the Contractor shall purchase and maintain Workers Compensation insurance for all employees employed in the course of performing services under the Contract as awarded pursuant to these specifications set forth herein. If work is subcontracted, the Contractor shall require the subcontractor to similarly provide Workers Compensation insurance for all of its employees engaged in performing services under the Contract, unless such employees are covered under the Contractor's Workers Compensation policy. In the event any class of employees engages in hazardous work under the Workman's Compensation statute, the Contractor shall provide adequate insurance coverage for the protection of such employees not otherwise covered. All insurance coverage shall be in accordance with the State of Maine laws as amended during the term of the Contract and the requirements of the Industrial Accident Commission.

8.2. Liability Insurance and Indemnification

- (a) The Contractor shall carry and maintain insurance as specified below and in such forms as shall protect the Town of North Yarmouth and its employees and officials from all claims and liability for damages and bodily injury, including accidental death and/or property damage, which may arise from the Contractor's operations under this Contract. The Contractor covenants and agrees to hold the Town of North Yarmouth and its employees, agents, and officials harmless for loss and/or damage due to any claims for personal injury, accidental death, and/or property damage arising from or in connection with the Contractor's operations.
- (b) Minimum coverage for liability for property damage shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence and an aggregate limit of One Million Dollars (\$1,000,000.00).
- (c) The Contractor shall purchase and maintain an umbrella policy in the amount of One Million Dollars (\$1,000,000.00) covering the underlying policies.
- (d) All policies of insurance shall be written such that the Town of North Yarmouth will receive written notification of cancellation or amendments. A certificate of insurance from the Contractor's insurance carrier, showing at least the coverage limits of liability specified above and the expiration date, shall be filed with the Town before waste collection operations may begin.
- (e) Contractor shall make no claim against the Town of North Yarmouth or its officers for any injury to any of its officers, employees, or subcontractors for damage to Contractor's vehicles or equipment arising from work performed under the Contract. The Contractor agrees to hold the Town harmless for any claims so made, and to indemnify the Town, its officers, employees, agents and servants from all claims legal or equitable, including court costs and reasonable attorney's fees arising out of the performance of the Contract.

8.3. Automotive Liability Insurance

The successful Proposer shall purchase and maintain automotive liability insurance providing minimum liability coverage in the amount of Four Hundred Thousand (\$400,000.00) for bodily injury per occurrence, and minimum liability coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence for property damage, with an aggregate limit of One Hundred Thousand Dollars (\$100,000.00) for property damage, or in such other amounts as the Town may reasonably require from time to time.

8.4. Pollution Liability Insurance

The successful Proposer shall purchase and maintain pollution liability insurance in the coverage amount of not less than One Million Dollars (\$1,000,000.00).

8.5. Deductible Amount

Contractor will reimburse the Town and hold it harmless from the cost of any losses for which Contractor is responsible and to which a deductible amount may apply. The deductible amount in any insurance policy required under this section shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) without the prior written consent of the Town.

All such insurance policies shall name the Town and its officers, agents and employees as additional insured, except that for purposes of Workers' Compensation insurance, Contractor instead may provide a written waiver of subrogation rights against the Town, as permitted by Maine law. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Maine, shall be in form satisfactory to the Town and shall contain a provision prohibiting cancellation except upon at least thirty (30) days prior written notice to the Town and shall contain a complete waiver by the insurer of subrogation against the Town. All such insurance policies will be primary in the event of a loss arising from Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Contractor shall not commence work under the Contract until it has obtained all insurance coverage required under this subparagraph and any insurance policies have been approved by the Town. All such insurance policies shall have a retroactive date which is the earlier of the date of the Contract between the parties or Contractor's commencement of services there under.

8.6. Failure to Enter into Contract: Forfeiture of Deposit

The successful Proposer must sign and return the Contract, with the required certificate of insurance and performance bond, within fourteen (14) days after notification by the Town that the Contract is ready for signature. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town.

8.7. Performance Bond

In addition to the Additional Proposals set forth above, each Proposer shall provide a quote for a performance bond in an amount equal to One Hundred Percent (100%) of the Contract Price, for the first six (6) calendar months of the Contract.

Appendix A

**TOWN OF NORTH YARMOUTH
Residential Refuse and Recycling Collection/Disposal
Proposal Form**

I, the undersigned, hereby declare that I have fully examined the “Request for Sealed Proposal” documents, including the Town’s current Contract with Pine Tree Waste, Inc. and hereby propose to collect, remove and dispose of residential refuse and recycling as follows:

NAME OF FIRM: _____

ADDRESS: _____

EMAIL: _____ PHONE: _____ DATE: ____/____/____

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

Base Service Proposal

Municipal refuse (MSW) and recycling materials (RM) will be collected curbside in conformance with these specifications and as presently provided through the Town’s current contract with Pine Tree Waste Inc. MSW & Recycling Materials will be collected weekly from each eligible residential property in the Town of North Yarmouth one (1) truck. Roads to be picked up and house counts will be as outlined in the base proposal.

Annual Price \$ _____

Annual Price In words: _____

Additional Information: _____

Performance Bond Quote

Annual cost of Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract Price for the first six (6) calendar months thereof:

Annual Price \$ _____

Annual Price In words: _____

TOWN OF NORTH YARMOUTH
Residential Refuse and Recycling Collection/Disposal
Appendix A - Proposal Form - Page Two

Additional Service Proposal:

The delivery of roll offs, roll off transportation and disposal of bulky waste, construction/demo debris, metal and universal waste for a once a year collection day. (Collection day is usually the first Saturday in June)

Delivery and use of 4 (four) 30 yd. open top roll offs (C and D)	\$ _____ per container
Delivery and use of 4 (four) 40 yd. open top roll offs (Metals)	\$ _____ per container
Delivery and use of 1 (one) 40 yd. open top roll offs (Asphalt Roof Shingles)	\$ _____ per container
Delivery and use of 2 (two) Packer Trucks (Other Bulky Waste)	\$ _____ per hour
Delivery and use of Universal Waste Disposal Truck	\$ _____ per hour
Transportation of 30 yd. roll off container	\$ _____ per haul
Transportation of 40 yd. roll of container	\$ _____ per haul
Disposal at licensed site of C/D materials	\$ _____ per ton
Disposal of Bulky Waste	\$ _____ per ton
Disposal of Mixed Metals	\$ _____ per ton
Disposal of Asphalt Roof Shingles	\$ _____ per ton

**SOLID WASTE AND RECYCLABLE MATERIAL
COLLECTION SERVICES AGREEMENT**

TOWN OF NORTH YARMOUTH, MAINE

This Agreement made on this 23rd day of April 2014 by and between Pine Tree Waste, Inc. ("Contractor"), a Maine corporation, and the Town of North Yarmouth, Maine ("Town").

WHEREAS, the Contractor is in the business of collecting and transporting Municipal Solid Waste and Recyclables for ultimate disposal or processing; and

WHEREAS, the Town desires to engage Contractor to collect Municipal Solid Waste and Recyclable Materials at street side for transportation to designated disposal and processing facilities.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

DEFINITIONS: For purposes of this Agreement, the following terms shall apply:

Municipal Solid Waste ("MSW"): Non-baled solid waste normally disposed of by households in the State of Maine, not including, Bulky Waste, White Goods, and Commercial Waste; as defined herein, and not containing any Hazardous Waste.

Recyclable Material: All items approved by Ecomaine as acceptable Single Sort material that are placed at the curbside on collection day in an appropriate container.

Approved Recycling Container: A container that does not exceed 30 gallon capacity, nor weigh more than 40 lbs. when full with handles.

Approved MSW Container: A North Yarmouth approved plastic bag that does not exceed 30 gallon capacity, nor weigh more than 40 lbs. when full. Contractor is not responsible for the collection and removal of any MSW that is not inside the approved plastic bag.

Ecomaine, Inc (Ecomaine): Shall mean the facility duly permitted to receive "MSW" and "Recyclable Material" for disposal and processing from the Town, located in Portland, Maine. All collection of MSW and Recyclable Material transported to Ecomaine shall be limited to "acceptable waste" as determined by Ecomaine. For the purposes of this Agreement "acceptable waste" shall be defined as MSW and Recyclable Material as defined herein.

Bulky Waste: A large item or bundle, other than commercial construction and demolition debris or hazardous waste, or White Goods which cannot fit into a container or bag. Bulky Waste is not included in the scope of this Agreement.

Construction and Demolition Debris: Waste Building Materials resulting from the process of construction, remodeling, repair, and demolition activities. Construction and Demolition Debris is not included in the scope of this Agreement.

Residence: A dwelling unit such as a home, trailer or multi family dwelling with three units or less, not including commercial properties, motels or hotels.

Approved Resident User: Any occupant of a residence.

Hazardous Waste: Wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, or other special wastes as defined by State and Federal regulations. Hazardous Waste is not included in the scope of this Agreement.

Commercial Waste: Any waste generated from a commercial source shall not be collected under the guidelines of this Agreement.

White Goods: Any large metal items which cannot fit into a container or bag. White Goods are not included in the scope of this Agreement.

2. TERM:

The Term of this Agreement shall be for the period July 1st 2014 to and including June 30th 2017.

3. SCOPE OF SERVICES:

Curbside Collection

Contractor will collect and transport MSW and Recyclable Material from the street-side of residences and other locations specified herein. Collection of MSW and Recyclable Material will not start before 7:00 a.m. on the same day on routes established by Contractor and agreed to by the Town. Bags of MSW and containers of Recyclable Material will be placed street-side by 7:00 a.m. on the designated collection day. Exceptions to collection hours will be affected only upon mutual agreement of the parties, or when Contractor reasonably believes that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will provide an adequate number of vehicles for the collection of MSW and Recyclable Material. Contractor will not pick up any container or bag that exceeds a weight of forty (40) pounds. Contractor will not collect tires, bulky articles, C&D or other materials not specifically identified as acceptable MSW or Recyclable Material. Residents will have no limit on the amount of MSW or Recyclable Material that can be placed at street side provided that all MSW is contained in Town of North Yarmouth approved plastic bags and Recyclable Materials are placed in approved containers.

All equipment used in the performance of this Agreement will be maintained in a clean and sanitary condition. All services shall be performed in a neat, workmanlike manner subject to approval of the North Yarmouth Board of Selectmen.

Contractor will transport MSW and Recyclable Material for disposal or processing to Ecomaine. Contractor will take title to any and all MSW and Recyclable Material upon pick-up and will be responsible for the disposition of such MSW and Recyclable Material to the location specified above, however, in no case will the Contractor take title to Hazardous Waste. Contractor shall not mix Commercial, or other non-residential MSW and Recyclable Material with those of the Town, nor will the Contractor mix waste with any other municipality unless specifically authorized by the Town's Board of Selectmen. The Town shall be responsible for all costs associated with the disposal of MSW and Recyclable Material at Ecomaine.

Contractor shall collect MSW and Recyclable Material in compaction type trucks and has agreed to use one truck for the collection of both MSW & Recyclable Material. Contractor must provide evidence of providing reliable service and truck availability of back-up collection equipment.

Contractor shall promote safe conditions and will not drive on the wrong side of the road or veer back and forth across the road when collecting the MSW and Recyclable Material.

Collection and Holiday Schedule.

The collection schedule will be approximately half the Town on Tuesday and half the Town on Thursday. Any change in normal collection schedule must be agreed to in advance by the Town Manager. In the Event that the holidays of; Independence Day, Thanksgiving, Christmas, and New Year's Day falls on the regular collection schedule, then the collection for that day will fall on the following Saturday. In the event there is severe weather that would postpone the collection due to safety reasons, then the collection will be performed on the following Saturday. Any decision to postpone collection due to severe weather, the decision will be made in conjunction with the Town Administrative Assistant no later than 6 am by calling the Town Manager at a phone number to be provided for such purposes.

Daily Reports

At the end of each collection day, the contractor shall fax or e-mail the Town Manager a summary of any incidents or difficulties that were encountered while providing contracted services to the town's residents.

The Contractor shall be responsible for tagging any container or item that is not collected due to failure to meet contracted parameters. The tag shall identify the date and reason for none collection.

Continuous Improvement

The Town and the Contractor agree to work together to find ways to reduce operational costs to both, improve service efficiencies and reduce environmental impact.

4. **COMPENSATION FOR SERVICES.** Town agrees to pay Contractor, for the above referenced services, the rates as specified below.

Curbside Collection

The Contractor shall invoice the Town monthly and the Town will pay Contractor within 30 days of the date of the invoice per the following schedule:

For the period of July 1, 2014 thru June 30, 2015 \$10,583.33 per month.

An annual price increase for all services under this contract shall be effective July 1st for each year of the contract term beginning with July 1, 2015 and shall be based solely upon the U.S. Department of Labor CPI-U, All City Average for the 12 month period ending May of the most recent year.

Fuel Adjustment

Fuel shall be adjusted based on the increase or decrease of actual fuel cost to the contractor as evidenced on the most recent actual invoiced price per gallon. The base cost per gallon shall be determined by this actual cost at the time the Agreement is signed. Each subsequent adjustment will be based on the most recent invoiced price to contractor. The increase or decrease, as determined above will be applied to the volume of fuel used which will be fixed at 600 gallons per month. Adjustments will be made bi-

annually on January 1 and July 1 each year. The first such adjustment will be on January 1, 2015.

Fuel adjustment example #1 (Increase in fuel price):

Base fuel cost per invoice	\$3.40
Fuel Cost at adjustment period	\$3.50
Increase/Decrease	\$0.10
Fuel adjustment (\$0.10 x 600 gal)	\$60.00 per month

In the example the City would be invoiced an additional \$60.00 per month for the 6 subsequent months.

Fuel adjustment example #2 (decrease in fuel price):

Base fuel cost per invoice	\$3.40
Fuel Cost at adjustment period	\$3.30
Increase/Decrease	(\$0.10)
Fuel adjustment (\$0.10 x 600 gal)	(\$60.00 per month)

In the example the City would be invoiced \$60.00 per month less for the 6 subsequent months.

5. **CONTRACTOR'S GUARANTEES.** Contractor, during the provision of the services provided hereunder, guarantees that the Town will remain in compliance with any and all solid waste/recycling laws, rules, regulations, or mandates of the State of Maine and/or any agency thereof promulgated as of the date of this agreement.
6. **INDEMNIFICATION.** Contractor will indemnify and hold Town harmless from and against any and all loss, damages, claims, causes of action, and other expenses arising from bodily injury, including death to persons, or property damage, including environmental liability caused by Contractor's sole negligent operation under this Agreement, except where such loss, damage, claim, cause of action, or expense arises out of the negligence of the Town.
7. **PERMITS AND LICENSES.** Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required for Contractor to perform the work and services described herein.
8. **INDEPENDENT CONTRACTOR.** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of Town, and no such person shall be entitled to any of the benefits available or granted to employees of Town.
9. **NON-ASSIGNMENT.** Neither Contractor nor Town shall assign, transfer, convey, or otherwise hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.
10. **COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor will comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the

term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

11. **INSURANCE.**

Contractor shall obtain and maintain insurance in the name of "Town of North Yarmouth" throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Personal/Bodily Injury Liability	\$2,000,000 Combined Single Limit
Property Damage Liability	\$2,000,000 Combined Single Limit
Automobile Bodily Injury	\$3,000,000 Combined Single Limit
Automobile Property Damage	\$3,000,000 Combined Single Limit
Excess Umbrella Liability	\$5,000,000 Each Occurrence

12. **TERMINATION.**

In the event Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify Contractor in writing of the nature of such default. The Contractor upon receipt of said notice shall have twenty (20) days to correct the default with due diligence. If Contractor fails to correct the default as provided above, the Town reserves the right to terminate this Agreement with thirty (30) days notice in writing. The Town also reserves the right to terminate this Agreement if the Town funds become unavailable.

13. **NOTICES.** All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To Town:

Town of North Yarmouth
Town Manager
10 Village Square Road
North Yarmouth, ME 04097

To Contractor:

Pine Tree Waste, Inc.
87 Pleasant Hill Road
Scarborough, ME 04074

Or to such other addresses as the parties may designate in writing.


14. **WAIVER.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.
15. **LAW TO GOVERN.** Town and Contractor agree that the laws of the State of Maine shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
16. **TITLE OF SECTIONS.** Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.
17. **AMENDMENT.** This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.
18. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their successors, and permitted assigns.
20. **ENTIRETY.** This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
21. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.
22. **FORCE MAJEURE**
 - a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor

action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

- b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.
- c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first hereinabove written.

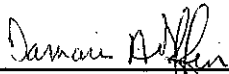
Pine Tree Waste, Inc.



By: Brian Oliver
Title: Vice President

4/29/14
Date

TOWN OF NORTH YARMOUTH, MAINE



By: Marnie Diffie
Title: Town Manager (interim)

4-23-2014
Date

Appendix C**Solid Waste Disposal and Recycling Ordinance**

WHEREAS, the Town has contracts and agreements with regional facilities to process and market recyclables and process and dispose of other wastes; and

WHEREAS, the Town will license waste haulers to collect recyclable and disposable solid waste at the curbside for delivery to designated processing facility; and

WHEREAS, it is necessary to regulate the disposal of waste items to insure the safety and well being of the Town and its citizens and to protect environmental resources including soil, air and water; and

WHEREAS, the citizens of the Town wish to manage solid waste generated within their Town by using a combination of waste reduction, reuse, recycling, composting and waste-to-energy strategies and to encourage all individuals within the Town to become aware of the waste they generate and participate in its management; and

WHEREAS, the cost of managing solid waste is likely to increase significantly and the citizens of the Town feel that these costs are best borne by those who generate waste rather than owners of real estate based on property valuations;

NOW, THEREFORE, Be it ordained by the 2010-11 annual Town Meeting, the following regulations for the disposal and recycling of certain wastes generated in the Town are hereby established:

§1 - IDENTIFICATION AND DEFINITION OF ORDINANCE

§1.1 - Identification. This ordinance shall be known as the TOWN OF NORTH YARMOUTH SOLID WASTE DISPOSAL AND RECYCLING ORDINANCE herein referred to as "the Ordinance."

§1.2 - Purpose. The purpose of the Ordinance is to protect the health, safety and general well being of the citizens of the Town of North Yarmouth, hereafter simply called "the Town", enhance and maintain the quality of the environment and conserve natural resources by providing for a comprehensive, rational and effective means of regulating the disposal of solid waste in the Town in accordance with the provisions of Title 38 M.R.S.A., §1301 et seq. (Maine Hazardous Waste, Septage and Solid Waste Management Act) and Title 30-A M.R.S.A., §3001 et seq. (Ordinance Powers of Municipalities and Counties).

§1.3 - Applicability. This ordinance applies to all domestic, residential, public and private institutional, commercial and industrial generators of solid waste in the Town.

§1.4 - Definitions. Except as provided below, the definitions set forth in Title 38 M.R.S.A. §1303-C as amended (Solid Waste Definitions) apply to the Ordinance and are

incorporated herein by reference. Any word not otherwise defined shall have its ordinary meaning.

- (a) *Acceptable waste* shall mean ordinary household, municipal, institutional, and commercial solid waste including, but not limited to, the following:
- (1) Garbage, trash, rubbish, paper and cardboard, plastics, refuse, beds, mattresses, sofas, and automobile or small vehicle tires, to the extent that **ecomaine** determines that the air emission criteria and standards applicable to and at the **ecomaine** disposal facility are not violated; and
 - (2) Processible (by ecomaine) portions of commercial solid waste; and
 - (3) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than four and one-half (4 1/2) feet long and six (6) inches in diameter; leaves; twigs; grass; and plant cuttings; and
 - (4) Residential recyclable materials and commercial recyclable materials.
- (b) *Board* shall mean the Board of Selectpersons.
- (c) *Bulky Waste* shall mean a large item or bundle, other than commercial construction, demolition debris, hazardous waste or white good which can not fit into a container or bag.
- (d) *Commercial recyclable materials* mean that portion of commercial solid waste which consists of recyclable materials.
- (e) *Commercial solid waste* means solid waste generated by a sole proprietorship, partnership, professional association, corporation or other business organization, provided that commercial solid waste shall not include residential solid waste, or solid waste generated by a municipal or quasi-municipal organization or by a state-approved school administration.
- (f) *Construction and demolition debris* shall mean solid waste consisting of one or more of the following materials resulting from construction, remodeling, repair, and demolition of structures:
- (1) Inert fill;
 - (2) Land clearing debris;
 - (3) Asphalt;
 - (4) Masonry;

- (5) Wall board;
 - (6) Pipes; and
 - (7) Metal conduits.
- (g) *Disposal* shall mean the discharge, deposit, dumping or placing of any solid waste into or on any land.
- (h) *ecomaine* shall mean **ecomaine**, a non-capital stock, non-profit corporation created pursuant to Title 30-A, Chapter 115 and Title 13-B, and Title 38, Section 1304-B(5) of the Maine Revised Statutes, or any successor thereto or assignee thereof.
- (i) *ecomaine disposal facility* shall mean any land or structure or combination of land area and structures, including dumps and transfer stations owned or operated by or under a contract with **ecomaine**, and/or any other site designated by **ecomaine** for storing, salvaging, reducing, incinerating, reclaiming or disposing of acceptable waste pursuant to the waste handling agreement and amendments thereto entered into between the Town and **ecomaine**.
- (j) *Hazardous waste* shall mean a waste substance or material in any physical state, designated as hazardous by the terms of the waste handling agreement between the Town and **ecomaine**.
- (k) Licensed commercial hauler shall mean any person firm, partnership, co-operation (including d/b/a's) or public agency who is engaged in the collection and/or transportation of solid waste and /or recyclable materials, and who have received a permit to operate within the boundaries of the Town.
- (l) *Municipal disposal facility* shall mean any land or structure or combination of land area and structures owned or operated by, or under contract with, the Town including a transfer station or similar facility designated by the Town for disposal of acceptable waste.
- (m) *Town* shall mean the Town of North Yarmouth.
- (n) *Person* shall mean any natural person, corporation, partnership, sole proprietorship, professional association or other legal entity.
- (o) *Public solid waste disposal facility* or *disposal facility* shall mean any land or structure or combination of land area and structures, including transfer stations, used for storing, salvaging, reducing, incinerating, reclaiming or disposing of solid wastes; this term shall include the **ecomaine** disposal facility and municipal disposal facility.

- (p) *Recyclable materials* shall mean solid waste which has useful physical or chemical properties after serving a specific purpose and can be reused or recycled for the same or other purposes, including: newspapers; magazines; paperboard; paper products; cardboard; plastics; metal; foil; and glass.
- (q) *Residential recyclable materials* hat portion of residential solid waste which consists of recyclable materials.
- (r) *Residential solid waste* means household waste, residential refuse, or solid waste generated in a residence.
- (s) *Solid waste* shall mean useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including by way of example, and not by limitation, rubbish, garbage, scrap materials, junk, refuse, inert fill material and landscape refuse, but shall not include septage tank sludge nor agricultural or hazardous wastes; it shall include acceptable waste, unacceptable waste and construction and demolition debris as defined herein.
- (t) *Unacceptable waste* shall mean solid waste which is not acceptable waste and includes, but is not limited to, sewage and its derivatives, construction and demolition debris, products containing asbestos, asphalt, light bulbs, junk vehicles, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, and hazardous waste, including hazardous chemicals.

§1.5 Designation of Public Solid Waste Disposal Facilities.

§1.5.A Solid Waste Disposal Facility. The Town hereby designates EcoMaine, 64 Blueberry Road, Portland Maine 04102 as its designated Household/ Mean Solid Waste disposal facility.

§1.5.B Recycling Processing Facility. The Town hereby designates EcoMaine Recycling 64 Blueberry Road, Portland, Maine 04102 as its processing facility for recyclable materials which are to be separated under §3.1.B below.

§1.5.C Bulky Waste, Hazardous Waste, Construction/Demo Debris, Metal and White Goods Drop-off Facility. The Town hereby designates the Riverside Recycling Facility, Riverside Street, Portland, Maine and the Town of Freeport Recycling Facility, 100 Hedgehog Mountain Road, Freeport, Maine, as its designated facility for these types of waste.

§2 REGULATION AND ENFORCEMENT

§2.1 Rule Making Powers. The Board of Selectmen shall adopt written solid waste rules and regulations for the collection, processing, recycling and disposal of

acceptable waste at the designated facilities, but only if regulations have not been established by either Ecomaine, Riverside Recycling Facility or Freeport Recycling Center. The Board of Selectmen shall have the authority to establish and collect fees for the licensing of commercial haulers. Fees established hereunder shall be included in the Town of North Yarmouth Application, License and Permit Fees Ordinance.

§2.2 Enforcement Powers. Certain Town Officials, as designated by the Board of Selectmen, and the Town's appointed code Enforcement Officer shall be authorized to enforce the requirements of this ordinance and such Solid Waste Rules and Regulations as are enacted under §2.1 above.

§2.3 Unlawful Dumping Activities.

§2.3.A No Dumping. No person shall permanently dispose of waste or refuse of any kind upon any land within the corporate limits of the Town unless such land has been designated by the Town as a solid waste disposal facility, except that land clearing debris and yard waste may be disposed of on land as permitted by regulations of the Maine Department of Environmental Protection.

§2.3.B No Littering. No person shall throw or deposit or cause to be thrown or deposited any solid waste within the Town in any street, gutter, sidewalk, parking area, park, any other public place, or into or on any body of water within or adjacent to the Town.

§2.3.C No person operating a vehicle shall permit or cause any solid waste to leave such vehicle in violation of §§2.3.A or B above. No person shall transport any solid waste over any public way, street or place within the limits of the Town except when the material is covered in such a manner that the refuse shall not be strewn along public ways. Proof that solid waste has blown from or fallen from any vehicle shall be prima facie evidence that said vehicle was not sufficiently covered.

§2.3.D Enclosed vehicles. Commercial Haulers shall transport solid waste only in completely enclosed vehicles which shall render the waste or refuse material completely enclosed.

§3 COLLECTION AND TRANSPORT

§3.1 Curbside Collection. Any person using curbside collection of residential solid waste or residential recyclables shall dispose of regular municipal solid waste in one of the following methods:

§3.1.A Town provided collection service will be limited to single family dwelling units and apartments containing three or fewer units, home occupations and Town owned facilities. Those eligible for curbside collection services will be required to purchase a bag provided by the Town. The cost of the bag shall be determined by the Board of Selectmen under §2.1 above.

a. Trash bags shall be available in two sizes. The maximum weight shall be limited to no more than forty (40) pounds and the size limited to 33 gallons. Bags exceeding forty pounds will not be picked up.

b. Materials to be disposed of in the bags shall be acceptable waste as defined by the disposal facility §1.5. Individuals using the curbside collection service will be responsible for the trash from their bags that are strewn because of overweight bags, overstuffed bags or animals. As soon as an individual has knowledge of strewn trash, he or she shall collect the strewn trash and place it in bags, either for the scheduled collection or the next collection opportunity.

c. Curbside collection shall occur weekly. Bags will be placed curbside no later than 7:00AM of the morning of collection. Bags shall contain no unacceptable waste and shall be placed at curbside not more than 24 hours before scheduled pick up.

d. No bulky waste, construction debris or demolition debris shall be placed curbside.

e. Commercial haulers may reject materials and/or bags which are not prepared according to specifications.

§3.1.B Curbside Recyclables. Material to be placed at curbside for recycling must be empty, prepared according to current regulations and placed in a container at curbside. Commercial haulers may reject material which is not prepared according to specifications. Recycling containers shall be placed at the curbside by 7:00AM and no earlier than 24 hours before scheduled pick up.

§3.1.C Home Storage. Storage of material prior to disposal or recycling shall be the responsibility of the dwelling owner or the primary occupants.

§3.2 Drop-off Facility. Any person using the drop-off facility as defined in § 1.5C shall deliver or cause to be delivered material during the hours of operation of the facility. Material shall be prepared in the manner prescribed by the rules and regulations adopted under §2.1 and of the designated facility. Waste shall be deposited under the supervision of the drop-off facility attendant. The drop-off facility attendant may reject any material not meeting specifications and require its removal from the site.

§3.2.A Fees. Any person using the drop-off facility may be assessed a fee according to a schedule adopted under §2.1 and of the designated drop-off facility and is responsible for paying this fee to the drop-off facility prior to depositing items at the facility.

§4 FLOW CONTROL

§4.1 Direction of Solid Waste to Designated Facilities. The Town has entered into one or more binding contracts or agreements to deliver all waste to designated facilities.

As authorized by 38 M.R.S.A. §1304-B as amended (Flow Control - Delivery of Solid Wastes to Specific Waste Facilities), the Town hereby controls and directs acceptable solid waste to be delivered only to those facilities designated in §1.5 above. Any person or private hauler who delivers acceptable solid waste to any other facility is in violation of this ordinance.

§5 COMMERCIAL HAULING

§5.1 Licensed Commercial Hauler. Any resident or business not meeting the guidelines of §3.1.A or not wishing to use curbside collection of solid waste or recycling may contract with a Town licensed commercial hauler for the collection, transportation and disposal of solid waste but only at the designated disposal facility as defined in §1.5. The individual or entity contracting for collection and disposal will be responsible for the costs and fees associated with this service.

§5.2 Licensing. Each and every commercial hauler shall secure a license from the Town Clerk in order to operate within the borders of the Town. The license shall be valid from July 1 to June 30 of the following year. In order to obtain a license, an applicant must:

a. obtain the approval of the Board of Selectmen and demonstrate that the applicant encourages and/or requires recycling, reuse and reduction of solid waste over disposal. A licensee may request approval of changes to its pricing structure within 30 days of a Town change of designated facilities under §1.5,

b. provide evidence of general liability insurance coverage at a minimum of \$1,000,000, with the Town listed as an additional insured, with a policy acceptable to the Town. Evidence of insurance (actual copies of the policy) must be presented to the Town prior to the hauler beginning service in the Town.

c. provide evidence of worker's compensation insurance coverage and

d. pay an administrative licensing fee, if so established under §2.1, and whose amount is listed in the Town of North Yarmouth Application, License and Permit Fee Ordinance. Attachment A is the Application Form.

e. upon adoption of this ordinance, commercial haulers shall have 60 days from the date of the ordinance enactment to receive a license from the Town. The first license shall expire June 30th of the year following the ordinance enactment.

§5.2.A Disposal Tipping Fees. Each licensed commercial hauler shall transport solid waste only to a solid waste disposal facility designated by the Town. All tipping and other fees associated with solid waste disposal applicable to Section 5 will be paid by the hauler.

§5.2.B Recycling Tipping Fees. Each licensed commercial hauler shall transport recyclable solid waste only to facilities designated by the Town. No commercial hauler shall deliver recyclable solid waste from generators outside the Town to a Town designated facility and cause the Town to pay a tipping fee.

§6 VIOLATIONS AND PENALTIES

§6.1 General. Violations of this ordinance shall be enforced under the provision of 30-A M.R.S.A. §4452 as amended (Enforcement of land use laws and ordinances) as land use violations. The penalties set forth in the aforementioned statute shall apply to violations of this ordinance. (Currently these penalties include fines of not less than \$100 nor more than \$2,500 for each day of a violation.)

§6.2 Town Costs of Enforcement. In addition to the foregoing penalty provisions, any person or business violating any provision of this ordinance shall be liable to reimburse the Town for costs of enforcement including reasonable attorney fees and court costs. This provision shall not preclude the Town for seeking and obtaining equitable relief.

§6.3 Suspension of Licenses. In addition to the foregoing penalty provisions, any commercial hauler who violates any provision of this ordinance may be punished by the revocation of his/her license to operate in the Town for up to two years and the forfeiture of all license and permit fees. The Board of Selectpersons may revoke a license after notifying an operator of a violation and conducting a hearing on the matter.

§6.4 Costs of Disposal. In the case of illegal dumping upon private or public land, the costs of clean up and disposal shall be borne by the person so dumping, unless no person is so charged. The Town may pay the tipping fee for disposal of illegally dumped material if the land owner reports the violation to the Cumberland County Sheriff or Code Enforcement Officer and the person or persons responsible for the act cannot be determined.

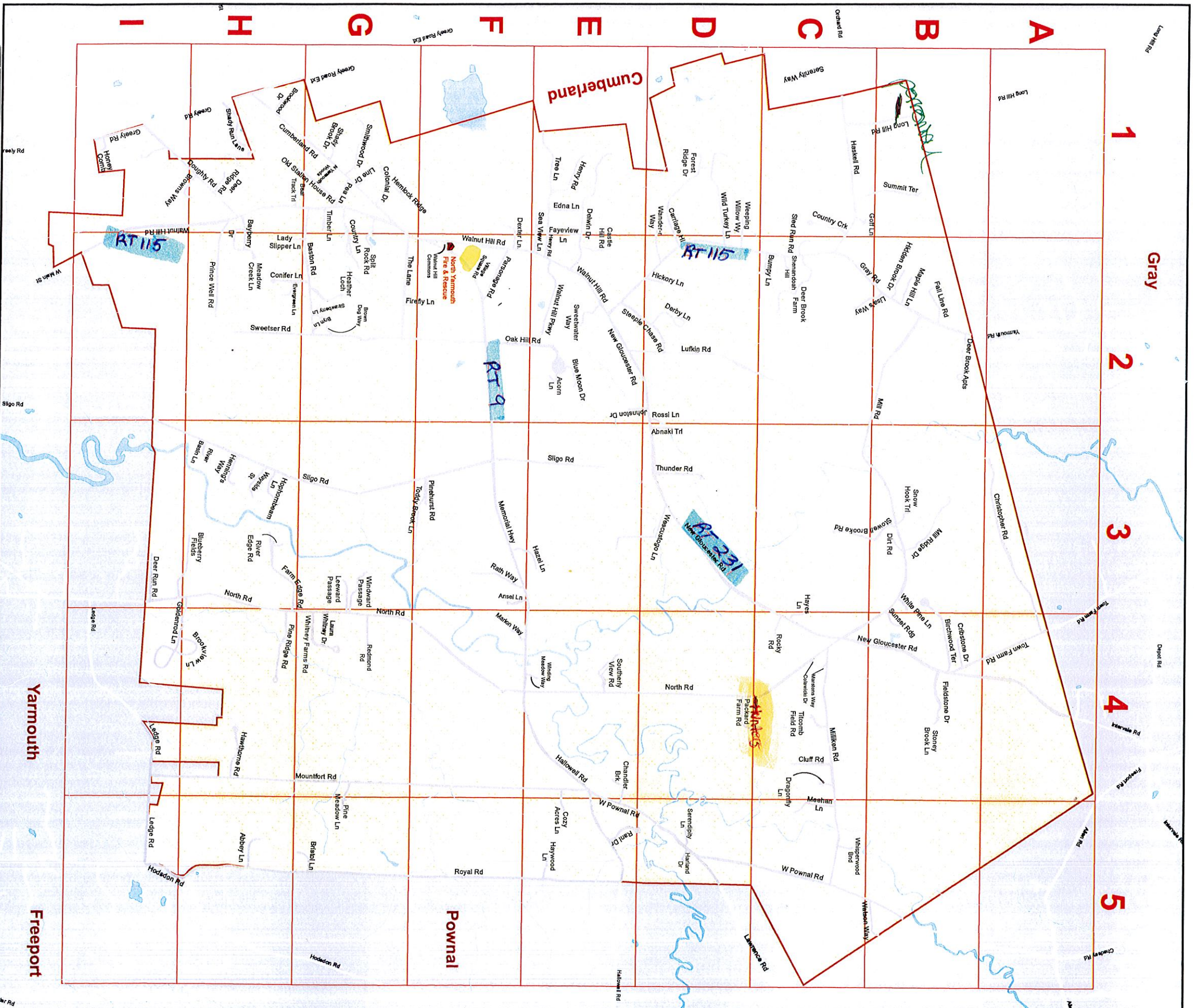
§7 STIPULATIONS

§7.1 Severability. If any provisions of this ordinance or the application thereof are held invalid by any court of law, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provisions or applications, and to this end, the provisions of the ordinance are declared to be severable.

§7.2 Repeal. All existing ordinances and/or parts of existing ordinances inconsistent with this ordinance are hereby repealed.

ADOPTED: June 12, 2010

Attachment A- Licensed Commercial Hauler Application



- Town Roads**
- G1 BASTON ROAD
 - H1 BAYBERRY DRIVE
 - C4 CLUFF ROAD
 - H4 CUMBERLAND RD
 - I3 DEER RUN RD
 - E1 DELWIN DR
 - H1 DOUGHTY RD
 - E1 ENNA LANE
 - E1 FAYVIEW LANE
 - C2 GRAY ROAD
 - I1 GREELY ROAD
 - E4 HALLOWELL ROAD
 - C1 HASKELL ROAD
 - E1 HENRY ROAD
 - I5 HODSON RD
 - D5 LAWRENCE ROAD
 - A4 LEDGE ROAD
 - B1 LONG HILL ROAD
 - D2 LUFKIN ROAD
 - H2 MEADOWCREEK LANE

- Private Roads**
- H5 ABBEY LANE
 - F3 ANSEL LANE
 - B4 BIRCHWOOD TERRACE
 - E2 BLUE MOON DRIVE
 - H4 BROOKVIEW LANE
 - H1 BROOKWOOD DRIVE
 - I1 BROVNS WAY
 - D1 CARRAGE HILL
 - E4 CHANDLER BROOK
 - A3 CHRISTOPHER ROAD
 - G1 COLONIAL DR
 - H2 CONIFER LANE
 - C1 COUNTRY CREEK
 - G1 COUNTRY LANE
 - B4 CRIBSTONE DR
 - C2 DEER BROOK APTS
 - D2 DEER BROOK FARM
 - D2 DERBY LN
 - H1 DEKTER LN
 - F2 EVERGREEN LANE
 - H3 FARMS EDGE ROAD
 - B4 FIELDSTONE DRIVE
 - E2 FOREST RIDGE DRIVE
 - I4 GOLDENROD LANE

- Common Drives**
- D2 HICKORY LANE
 - B2 HIDDEN BROOK DR
 - I1 HONEY COMB DR
 - C2 SHENANDOAH HILL
 - C2 SLED RUN RD
 - B3 SNOWHOOK TRAIL
 - G2 SPLIT ROCK ROAD
 - B4 STONEY BROOK LANE
 - G2 STRAWBERRY LANE
 - B2 SWEETWATER WAY
 - G1 SUNSET RIDGE
 - G1 TIMBER LANE
 - F3 TODDY BROOK LANE
 - E1 TREE LN
 - B5 WANDER-R-WAY
 - D1 WATSON WAY
 - H3 WAYSIDE ST
 - D1 WEEPING WILLOW WAY
 - C5 WISPERWOOD BEND
 - B3 WHITE PINE LN
 - G4 WINDING MEADOW WAY
 - C1 WINDWARD PASSAGE

- Common Drives**
- D3 ABNAKI TRAIL
 - E2 ACORN LANE
 - H1 BEAR TRACKS TRAIL
 - H3 BLUBERRY FIELDS
 - G2 BRISTOL LANE
 - G2 BROWN DOG DRIVE
 - G2 BRYN LANE
 - C2 BUMPY LANE
 - E2 CASTLE HILL RD
 - C4 COLAWICKI DR
 - E3 COZY AGRES LANE
 - H1 DEER RIDGE
 - B3 DIRTY ROAD
 - C4 DRAGONFLY LANE
 - B2 FALL LINE ROAD
 - G2 FIREFLY LANE
 - C1 GOFF LANE
 - D5 HARLAND DRIVE
 - C4 HAYES LANE
 - E5 HAYWOOD LANE

- Common Drives**
- G1 SHADY BROOK DRIVE
 - H1 SHADY RUN LN
 - C2 SHENANDOAH HILL
 - C2 SLED RUN RD
 - B3 SNOWHOOK TRAIL
 - G2 SPLIT ROCK ROAD
 - B4 STONEY BROOK LANE
 - G2 STRAWBERRY LANE
 - B2 SWEETWATER WAY
 - G1 SUNSET RIDGE
 - G1 TIMBER LANE
 - F3 TODDY BROOK LANE
 - E1 TREE LN
 - B5 WANDER-R-WAY
 - D1 WATSON WAY
 - H3 WAYSIDE ST
 - D1 WEEPING WILLOW WAY
 - C5 WISPERWOOD BEND
 - B3 WHITE PINE LN
 - G4 WINDING MEADOW WAY
 - C1 WINDWARD PASSAGE

Town of North Yarmouth

Street Map