TOWN OF POWNAL SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE

Adopted at Town Meeting June 15 2009

ARTICLE I

A. TITLE
This ordinance shall be known and may be cited as the Town of Pownal Solid Waste Collection and Disposal Ordinance.

B. PURPOSE
The purposes of this ordinance are to protect the health, safety, and general well-being of the citizens of Pownal, to enhance the quality and character of life in the town, to enhance and maintain the quality of the environment, to conserve natural resources, and to prevent land, water, and air pollution. This ordinance shall provide a comprehensive, rational, effective, fair and economical means of regulating the collection and disposal of solid waste in the Town of Pownal in accordance with 38 M.R.S.A. §§1304-B, 1305, and others, as amended.

C. PRIORITIES
The Pownal solid waste management policy is to design and implement an integrated solid waste management program that encourages responsible solutions for the management of solid waste generated in the Town of Pownal. Pownal’s solid waste management priorities are, in order of importance:

1. Reduction of waste at the source, including weight, volume, and toxicity;
2. Removal of hazardous wastes from the local waste stream, and the proper and responsible disposal thereof;
3. Reuse of items and materials;
4. Recycling of waste (reprocessing of waste to create a new useable material other than fuel);
5. Composting of biodegradable waste;
6. Waste processing that reduces the volume of waste needing disposal and that yields energy which can be recovered, including incineration and other waste-to-energy technologies.

D. DEFINITIONS
The definitions set forth in 38 M.S.R.A. §1303-C apply to this ordinance and are incorporated herein by reference, unless redefined in this section. Any word or term not otherwise defined shall have its ordinary meaning. As used in this ordinance, the following terms shall have the following meanings:

Acceptable waste: Solid waste which ecomaine or other designated disposal facility will accept for disposal at its incinerator or other disposal facilities, as defined in agreements between the disposal facility and the Town of Pownal.
**Acceptable residential waste:** Ordinary domestic waste generated by the occupants of single family and/or multi-family residences, apartments, and condominiums, and by the operators of home occupations as defined in the town of Pownal Zoning Ordinance. Residential waste may also include solid waste generated by the Pownal town offices, highway department, and fire department. Acceptable residential waste excludes electronic waste, commercial waste, construction and demolition waste, household hazardous or toxic waste, universal wastes, and other wastes defined as unacceptable in agreements between the designated disposal facility and the Town of Pownal.

**Bulky waste:** Residential waste which is too large to fit in a town-approved trash bag. For example, mattresses, beds, chairs, tires.

**Commercial waste:** Any waste generated in the conduct of business or occupation. For the purposes of this ordinance, waste generated in the conduct of a home occupation as defined in the Pownal Zoning Ordinance is not considered commercial waste.

**Construction and demolition waste:** Waste generated during the construction, remodeling, or demolition of a building.

**Contractor/temporary hauler:** Any person, such as a building contractor, construction company, developer, or landscaper, who generates, collects, or transports waste resulting from a specific job or project of limited duration, but is not a waste hauler.

**Designated disposal facility:** The ecomaine facility located in Portland, Maine, or such other facility as the Selectmen of Pownal may designate.

**Designated waste hauler:** The waste hauler hired by the Town of Pownal to collect acceptable residential waste generated within the town and to deliver the waste to the designated disposal facility.

**Electronic waste (e-waste):** E-waste consists of all unwanted or surplus electronic equipment, including but not limited to computers, televisions, and mobile phones.

**Household hazardous waste:** Waste materials generated from residential households that, if improperly managed or disposed of, may pose substantial hazards to human health and the environment. These materials include but are not limited to paints, solvents, motor oil, antifreeze, insecticides, herbicides, fungicides, appliances containing refrigerants, unwanted electronic equipment, mercury-containing devices, propane cylinders, caustics and some cleaning agents, and some smoke-detectors.

**Universal waste:** Universal wastes are waste materials not designated hazardous waste, but which contain materials that need to be prevented from being released into the environment. Universal wastes include but are not limited to such items as batteries, mercury-containing equipment such as many thermostats and most electronic equipment, lamps containing mercury (e.g., fluorescent tubes and compact fluorescent lamps), and many pesticides.

**Waste hauler:** Any person engaged in the business of collecting, transporting, or transferring solid waste generated by or collected from any other person.
White goods: Refrigerators, freezers, and other large household appliances.

ARTICLE II. DISPOSAL OF WASTE

A. Residential waste

1. Recyclable and non-recyclable residential waste will be collected curbside by the designated waste hauler for the town on a weekly basis insofar as possible, and on a day agreed upon between the Selectmen and the designated waste hauler. The waste may be set out for collection no earlier than 4:00 PM the day before collection. It is the responsibility of the resident to protect all the waste placed curbside from dogs, raccoons, crows and other scavengers and weather.

2. The Town of Pownal requires acceptable residential waste to be separated into recyclable waste and non-recyclable waste, pursuant to 38 M.R.S.A. §1304-B(2).

3. Recyclable waste shall be set out for collection in suitable containers as defined in the agreement between the town and the designated waste hauler.

4. Non-recyclable waste shall be set out for collection in tightly-sealed town-approved plastic bags. These town-approved bags may be purchased at designated locations.

5. The Town of Pownal strongly encourages all residents to keep biodegradable wastes such as garden and lawn waste and food scraps out of the waste stream by composting.

6. Everything which is not acceptable residential waste shall be removed from the town’s waste stream by the homeowner or the operator of a home occupation and disposed of by the generator of such waste at an appropriate facility. Waste not generated within the Town of Pownal shall not be introduced into the Pownal waste stream.

7. Fees
   a. Receipts from sales of town-approved plastic bags will offset the costs of disposal of acceptable residential waste generated within the town.

   b. The collection of acceptable household waste will be paid for through taxation.

   c. The Selectmen will review the costs of disposal annually, and will adjust the bag costs to reflect changes in disposal costs. Should bag receipts exceed disposal costs, the excess shall be used to reduce taxation in the following fiscal years.
B. Commercial waste
   1. Everything which is not acceptable waste shall be removed from the town’s waste stream and disposed of by the generator of such waste at an appropriate facility.
   2. The Town of Pownal requires acceptable waste to be separated into recyclable waste and non-recyclable waste, pursuant to 38 M.R.S.A. §1304-B(2).
   3. Generators of commercial waste shall contract with their own haulers for the collection of both recyclable and non-recyclable waste and for its delivery to the town of Pownal’s designated disposal facility. Contractors and others involved in construction or demolition activities and in landscaping may haul their own waste to the designated disposal facility.

C. Disposal of any waste generated in the Town of Pownal in any manner that is in violation of Federal, State or Pownal laws, statutes, rules or ordinances is prohibited. Specifically prohibited by this ordinance is any disposal of waste along roads, in forests, woodlands, swamps, fields, backyards, or by incineration other than at the designated disposal facility. This does not prohibit responsible composting of biodegradable waste.

ARTICLE III. ENFORCEMENT AND PENALTIES

A. This ordinance shall be enforced by the Codes Enforcement Officer, the Health Officer, the Road Commissioner, and the Selectmen.

B. Any person or business violating the provisions of this ordinance may be subject to a fine of not more than $100 per violation plus court costs, attorney’s fees, and reimbursement to the town for the cost of abatement of the violation.
TOWN OF POWNAL

MUNICIPAL SOLID WASTE
CURBSIDE COLLECTION AGREEMENT

This Agreement made and entered into this 20th day of July, 2009, by and between the Town of Pownal, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Town" and Pine Tree Waste, Inc., hereinafter called "Contractor", with legal address and principal place of business at 87 Pleasant Hill Road, Scarborough, ME 04074.

Witnesseth:

That the parties to these present, each in consideration of the covenants and agreements on the part of the other, do hereby covenant and agree as follows:

That this Agreement includes the following solid waste collection and disposal general specifications hereinafter referred to as the Agreement.

GENERAL SPECIFICATIONS

1.0 DEFINITIONS

1.01 Solid waste includes discarded solid material with insufficient liquid content to be free-flowing, including rubbish, scrap materials, junk, refuse, provided in all events the solid waste is dry. Specifically excluded as acceptable household waste are brush, stumps, so-called white goods, automobiles, auto parts, yard waste such as leaves and grass clippings, kitty litter, ash, construction debris, and other waste deemed not acceptable by eomaine, Inc. Hazardous waste, of any sort, is excluded. Human or animal waste is excluded, except for disposable diapers. Pownal encourages residents to keep recyclables, i.e. paper, cardboard, aluminum cans and foil, glass, and plastics 1 through 7, out of the solid waste stream. This is also true of scrap metals. We would want our haulers to comply with these practices.

1.02 Acceptable Trash Bags for Collection means Town of Pownal pay-as-you-throw plastic trash bags only. All bags should are clearly identifiable upon collection day as a Town purchased pay-as-you-throw plastic bag (see Town Ordinance for further specifications). These bags can be stored inside Residential trash containers for curbside collection on the Town's day of service.

1.03 Acceptable Curbside Recycling Containers means containers to hold the recyclables appropriately and be able to be handled safely. Standard blue curbside collection bins or common rubber trash cans are acceptable so long as they do not exceed 30 pounds in weight. Covers may be used to keep material dry and from blowing, but are not required.
1.04 **Curbside** refers to that portion of a right-of-way adjacent to paved or traveled Town roadways. Solid Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, refuse shall be placed as close as practicable to an access point for the collection vehicle. The Contractor shall decline to collect any refuse or recyclables not so placed.

1.05 **Designated Disposal Facility:** Under 38 M.R.S.A. § 1304-B, as amended, Pownal has designated the ecomaine Disposal Facility on Congress Street in Portland, Maine, as the disposal facility.

1.06 **Contractor:** The person, corporation or partnership chosen from bidders to perform solid waste collection and disposal under Agreement with the Town.

1.07 **Contract:** The Agreement that is entered into between the Town of Pownal (the Town) and the Contractor with regard to the collection of the Town's solid waste and recyclables.

### 2.0 SCOPE OF WORK

2.01 Contractor shall provide curbside collection of solid waste and recyclables from residential units, one time per week. Pownal currently has about 580 households. The Contractor shall also pick up a 2 yard rear-load container located at and for use at the Town Office/Town Garage. This container will also contain municipal solid waste for weekly collection.

2.02 All solid waste shall be placed at the curbside in acceptable Town pay-as-you-throw bags and recyclables placed into clearly marked or visible acceptable curbside recycling containers for collection. The contractor shall leave at curbside any household solid waste not in an acceptable Town pay-as-you-throw plastic bags, or an acceptable curbside recycling containers.

2.03 Care shall be taken in the loading and transporting of solid waste and recyclables so that none of the material is scattered or spilled. Any waste or recyclables spilled shall be immediately picked up and removed by the Contractor.

2.04 The Contractor shall only pick-up solid waste and recyclables from the Town of Pownal on the set day of collection to insure that the Town only pays tipping fees on its own solid waste and recyclables that are delivered to ecomaine.

2.05 Once a year Pownal conducts Pownal Pride Day. The Town provides residents with clear plastic bags so that the hauler will be better able to identify it as Pride Day trash, although townspeople may use their own bags for this purpose as well. For the two weeks prior to this day, town residents pick up garbage and
debris around town, place it in plastic bags, and bring it to a driveway. The hauler is required to collect these put out for collection.

3.0 OPERATION

3.01 Hours of Operation: Collection of solid waste and recyclables shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.02 Holidays: The following shall be holidays for purposes of this Agreement:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision shall not relieve that Contractor of its obligation to provide collection service at least once per week. A regular alternate day will be agreed upon with the Town of Pownal.

3.03 Complaints: All complaints to the Contractor shall be given prompt and courteous attention. In the case of missed and scheduled collections, the Contractor shall arrange for the collection of the residential refuse not collected within 24 hours after the complaint is received.

3.04 Collection Equipment: The Contractor shall provide an adequate number of compactor-type trucks for regular collection services. All vehicles and other equipment shall be kept in good repair and appearance and in a sanitary condition at all times.

3.05 The contractor has a continuing obligation to the town to provide evidence, satisfactory to the Board of Selectmen, of his or her capability of providing reliable service and the availability of back-up equipment. The selectmen are authorized under the Town’s Solid Waste Collection Ordinance to make such temporary or emergency provision for the collection of solid waste as they deem necessary, in the event that any contractor engaged to collect such solid waste is unable to fulfill its obligations or is otherwise in default under its contract, and in the event that the Town reasonably incurs expenses in this regard, either:
3.05.1 The Contractor shall reimburse the Town for such expense within thirty (30) days of receipt of such bill or

3.05.2 The Town shall deduct such expense from any future payment to the Contractor.

3.06 Office: The Contractor shall maintain an office or such other facilities through with he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00am to 4:30pm on normal business days.

3.07 Hauling: All refuse and recyclables hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented.

4.0 COMPLIANCE WITH LAWS
During the term of the Contract, the Contractor shall conduct operations in accordance with all applicable laws and Town Ordinances.

5.0 NONDISCRIMINATION
The Contractor shall not discriminate against any person because of race, age, sex, creed, color, religion, disability or national origin.

6.0 INDEMNITY
The Contractor shall indemnify, save harmless, and exempt the Town, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees arising out of a willful or negligent act or omission of the Town, its officers, agents servants or employees.

7.0 LICENSES AND TAXES
The Contractor shall obtain all necessary licenses and permits and shall promptly pay all fees and taxes required to the Town.

8.0 EFFECTIVE DATE AND CONTRACT TERMS
This Agreement shall be for the following specified periods and annual rates:

Year One (September 15, 2009 to September 14, 2010): $58,300*
Year Two (September 15, 2010 to September 14, 2011): $60,632*

*The above pricing includes one trip per week to ecomaine for deposit of residential solid waste and recyclables. If additional trips are needed, the cost per trip would be invoiced to the Town at $75.00.
This Agreement may be extended at the option of the Town of Pownal, for an additional two (2) years. The terms of said renewal shall be determined by mutual agreement of the parties.

9.0 INSURANCE
The Contractor shall at all times during the Agreement maintain in full force and effect Employer’s Liability, Workers’ Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 6.0. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificate shall contain the following express obligation: “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder”.

For purpose of the Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limit of Liability</th>
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</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
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<tr>
<td>Employer’s Liability</td>
<td>$500,000</td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>Except Automobile</td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td>Automobile</td>
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<tr>
<td>Property Damage Liability</td>
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</tr>
<tr>
<td>Automobile</td>
<td>$500,000 aggregate</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$1,000,000 each occurrence</td>
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10.0 BASIS AND METHOD OF PAYMENT
The Contractor shall be entitled to payments for work performed under this agreement to be made in the following manner: On a monthly basis, the Contractor shall provide the Town with an invoice that conforms with the terms of the agreement of the parties, which shall be paid within thirty (30) days from the date of receipt of the invoice.

11.0 TRANSFERABILITY OF CONTRACT
No assignment of the Agreement or any right accruing under this Agreement is permitted without the express written consent of the Town. In the event of any assignment, the assignee shall assume the liability of the Contractor.

12.0 EXCLUSIVE CONTRACT
The Contractor shall have the sole and exclusive franchise, license and privilege to provide curbside collection of municipal solid waste from residential units within the Town. This exclusive contract does not include the collection or transportation of the silver recycling roll-off containers currently provided by ecomaine.

13.0 TERMINATION CLAUSE
If the Selectmen of the Town of Pownal determine that the Contractor has failed to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor should violate any of the covenants, agreements or stipulations, or disregard laws or ordinances, the Town will have the following options:

13.1: Notify the Contractor, by e-mail, fax or U.S. mail, with a minimum of ten (10) days notice, that as of a date certain, the contract is terminated.

13.2: Notify the contractor by e-mail, fax or U.S. mail of such determination, and the contractor shall have thirty (30) days from the date of such notice to rectify such issue.

In witness whereof, the contracting parties, by our duly authorized agents, hereto affix our signatures on this 20th day of July 2009.

TOWN OF POWNAL, MAINE

Alfred Fauver, Board of Selectman

Timothy Gidding, Board of Selectman

Jon Morris, Board of Selectman

PINE TREE WASTE, INC. – Scarborough, ME

Brian Oliver, Regional Vice President