



**NOTICE AND INFORMATION TO BIDDERS
CURBSIDE COLLECTION OF RESIDENTIAL REFUSE
March 3, 2025**

The City of Brewer is accepting sealed bids for curbside collection of refuse from residential properties in Brewer, Maine in accordance with this Notice and Information to Bidders.

The City of Brewer will make award of the bid on the basis of:

- Experience of the Contractor – measured in the number of years of experience, total number of similar operations, and proven track record.
- Capacity of the Contractor to Provide the Service – measured by the quality, size, and quantity of the equipment and labor force proposed to provide the service.
- Customer Service Plan - when and how the Contractor will respond to collection issues
- Cost – measured as the total yearly cost of the services requested.

The City reserves the right to reject any or all bids, and is not necessarily required to accept the lowest bid if that bid is deemed contrary to the best interests of the City of Brewer. The City also reserves the right to negotiate with any bidder if that bidder is deemed to be the most suited to the City of Brewer's needs.

Bidders shall submit their proposals on the enclosed Bid Form.

Bid Proposals shall be placed in a sealed envelope marked "**REFUSE COLLECTION SERVICE CONTRACT BID**" and submitted to the City Manager's Office, Brewer City Hall, 80 North Main St, Brewer, ME 04412, on or before 4:00 pm Tuesday, March 25th, 2025, at which time they will be opened. Bidders are invited to attend the opening, which will take place in the Council Chambers at Brewer City Hall. A decision to award the bid will not be made at that time. **Faxed and emailed bids will not be accepted.**

Interested bidders must register with the City to be added to the bidders list. Email your contact details and company name to Finance Director Karen Fussell at kfussell@BrewerMaine.gov. Questions and requests for information should be submitted to this email address on or before March 18, 2025. An official bid award is anticipated at the April 8, 2025, Brewer City Council meeting. The Contract would commence July 1, 2025. Prices must be held firm for sixty (60) days after bid submission.

CITY OF BREWER BID PROPOSAL FORM
RESIDENTIAL REFUSE COLLECTION SERVICES

The undersigned representative of _____

hereby submits the following bid proposal on the services as specified in the bid documents:

- Total bid to provide refuse collection services as described herein:

Year 1 (July 2025 – June 2026) \$ _____

Year 2 (July 2026 – June 2027) \$ _____

Year 3 (July 2027 – June 2028) \$ _____

Year 4 (July 2028 – June 2029) \$ _____

Year 5 (July 2029 – June 2030) \$ _____

The City of Brewer reserves the right to elect to negotiate terms for five (5) single year extensions in Years 6 through 10 of this agreement, subject to satisfactory performance and negotiated terms.

Attach references supporting the bidder's ability to meet the requirements of the services as specified and all deviations from the specifications as identified in the proposed Refuse Collection Service Contract.

If relevant, attach Proposal for Alternative Collection Service. Provide full description of the proposal, including pricing structure as outlined in the RFP summary of services.

Vendor: _____

Signature: _____

Type or Print Name & Title: _____

Address: _____

Phone: _____ Email: _____

SUMMARY OF REQUESTED SERVICES

Background

The City of Brewer is a vibrant community of approximately 9,700 residents. Solid waste services currently provided to Brewer residents include weekly curbside collection of municipal solid waste (MSW) for residential properties with no more than four units and access to a City-operated Construction Demolition Debris (CDD) landfill. Construction debris, mattresses, furniture and other bulky items, brush and yard waste, scrap metals, and tires are accepted at this location for a fee.

It is estimated that there are approximately 3,600 qualifying residential units in the City of Brewer. In calendar year 2024, 2,748 tons of MSW was collected under the City's current collection contract. Commercial waste collection, waste collection from properties with more than four units, and waste from private institutions are not covered under this contract. More information about the City of Brewer's current solid waste service can be found here: [Brewer's Curbside Trash Collection Webpage](#).

Scope of Services

1. Collection:

Collection of MSW takes place weekly on Monday, Tuesday and Wednesday. All trash must be in bags, except for cardboard as long as it is broken down to 2' x 2' or smaller and neatly bundled. Each household is limited to five 40-pounds-or-less bags per week without the orange Brewer trash tags. Residents can put out more than 5 bags by placing a \$2.00 orange Brewer trash tag on each bag over the 5-bag limit. The City sells the trash tags at its City Hall, Library, and online.

2. Holiday Collection Policy:

Holiday collection is shifted by one day if there is a major holiday during the collection week. So, for example, collection is provided to residents on Tuesday, Wednesday, and Thursday during the week of Labor Day, since Labor Day is on a Monday. It would be the City's preference to continue providing service in this manner.

3. Flow Control:

The City's solid waste ordinance (Attachment B) includes language for flow control. As such, the Contractor must provide collection services that include delivery of the collected MSW materials to the City's designated disposal site. As a Municipal Review Committee (MRC) member, designated disposal sites in the Bangor region have most recently included Juniper Ridge Landfill and the Municipal Waste Solutions facility in Hampden. The Contractor will be expected to transport collected waste to a designated disposal site within a 20 air-mile radius of Brewer City Hall. Should the designated disposal site exceed this distance, the City and the Contractor reserve the right to renegotiate the terms of the agreement.

4. Servicing City-owned Facilities:

The Contractor will be expected to provide appropriately sized dumpsters and to collect all acceptable MSW from the following City-owned facilities each week:

- | | |
|--|-------------------------|
| a. Brewer City Hall (80 N Main St) | 2 yd dumpster |
| b. Joseph L. Ferris Community Center (318 Wilson St) | 5 yd dumpster |
| c. Brewer Public Safety Building (151 Parkway South) | 3.5 yd dumpster |
| d. Brewer Water Pollution Control Facility (37 Oak St) | four (4) 2 yd dumpsters |
| e. Brewer Public Works (221 Green Point Rd) | 5 yd dumpster |
| f. Brewer Public Library (100 South Main St) | bags placed at curb |

5. Service Expectations:

Providing a high level of service to residents is a priority for the City of Brewer. Contractors must demonstrate a plan for:

- a. Managing and documenting collection efforts.
- b. Responding promptly to missed collections and complaints.
- c. Using technology to improve service quality and reduce missed stops.

6. Other Details:

Definitions and details regarding the expectations for equipment, level of service, places to be served, acceptable materials, and other issues associated with the agreement can be found in the attached proposed refuse collection service contract (Attachment A) and the City of Brewer Ordinances - Chapter 22 - Solid Waste Ordinance (Attachment B).

Alternative Collection Proposals

The City's curbside service is currently provided through manned, rearload collection. The City of Brewer recognizes that alternative methods for MSW collection are available. The City is open to other forms of service delivery and encourages contractors to provide the City with new and innovative methods of collection that may be more efficient, safer, and provide some cost saving to the City in either the short or long term. To that end, in addition to the standard bid form, contractors may submit proposals for the City's review for these types of services.

Alternative Collection Proposals must include:

- A clear description of the proposed alternative;
- A logistics plan for transitioning from the current collection model to the new proposed method;
- Fee structure for the proposed method, which includes annual fees, initial investment costs, and duration of the contractual commitment; and
- Any other information that may be helpful to the City during its review - including cost benefit analysis or examples of the proposed method successfully being implemented.

Submittal

Each submittal should include:

- **Completed Bid Form** - Complete the form provided with this RFP. Prices for the first five years of the collection contract should be for collection only; the City pays disposal cost separately.
- **Service Plan** – Provide a detailed plan for managing and documenting collection efforts, responding promptly to missed collections and complaints, and using technology to improve service quality and reduce missed stops.
- **List of Equipment and Personnel.** Include a description of the personnel and all equipment to be used in performance of this contract.
- **References** - Provide references from at least three (3) previous or current clients and any other information you feel is relevant to support the elements of the basis of award as described below.
- **Deviations** - All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submission of the formal bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the City of Brewer for the specifications as written. Any deviations not previously submitted may result in the rejection of the bid.
- **Alternative Collection Proposals** - **In addition to the information provided above,** contractors may submit proposals for the City’s review for alternate service delivery methods. Review this section above for more information.

Bid Proposals shall be placed in a sealed envelope marked "**REFUSE COLLECTION SERVICE CONTRACT BID**" and submitted to the City Manager’s Office, Brewer City Hall, 80 North Main St, Brewer, ME 04412, on or before 4:00 pm Tuesday, March 25th, 2025, at which time they will be opened. Bidders are invited to attend the opening, which will take place in the Council Chambers at Brewer City Hall. A decision to award the bid will not be made at that time. **Faxed and emailed bids will not be accepted.**

Basis of Award

- **Experience of the Contractor** – The Contractor’s qualifications will be evaluated based on the number of years of experience in the waste collection field, the total number of similar operations completed, and a proven track record of success.
- **Capacity of the Contractor to Provide the Service** – The Contractor’s ability to deliver consistent service will be assessed by evaluating the quality, size, and quantity of the equipment and labor force proposed. The Contractor’s capacity to address unexpected equipment failures, labor challenges, and other disruptions while maintaining timely service will be a critical consideration.

- **Customer Service Plan** - The Contractor must demonstrate systems in place for managing complaints, responding to collection issues, and addressing questions from the City or residents. The plan should outline how the Contractor will ensure prompt responses to missed stops and maintain consistent timing for collections.
- **Cost** – The total cost of the proposed service, whether based on the base bid amount or an alternative delivery method proposal, will be considered. However, cost alone will not be the determining factor. Experience, capacity, and customer service will be heavily weighted in the final decision.

The City of Brewer reserves the right to reject any or all bids, in whole or in part, and is not obligated to accept the lowest bid if that bid is deemed contrary to the best interests of the City. The City also reserves the right to negotiate with any bidder deemed most suitable for Brewer's needs.

Interested bidders must register with the City to be added to the bidders list. Email your contact details and company name to Finance Director Karen Fussell at kfussell@BrewerMaine.gov. Questions and requests for information should be submitted to this email address on or before March 18, 2025. An official bid award is anticipated at the April 8, 2025, Brewer City Council meeting. The Contract would commence July 1, 2025. Prices must be held firm for sixty (60) days after bid submission.

Attachment A

Proposed Contract

REFUSE COLLECTION SERVICE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____ 2025, by and between the City of Brewer, a municipal corporation located in the County of Penobscot and State of Maine, acting herein by its duly elected City Council, (hereinafter referred to as the “City”), and _____, (hereinafter referred to as the “Contractor”), with an address : _____

WITNESSETH

WHEREAS, the City desires to secure refuse collection services for its residents and designated City facilities; and

WHEREAS, the Contractor desires to furnish such refuse collection services, upon terms and conditions hereafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, the parties hereto covenant and agree to the contents of the following pages.

I. DEFINITIONS

- (A) **ACCEPTABLE WASTE** shall mean all waste that the City’s designated disposal facility will accept, including ordinary household, municipal, institutional, commercial and industrial wastes.
- (B) **BULKY WASTE** shall mean a large item or bundle (excluding neatly bundled cardboard) that cannot fit into a bag. Bulky Waste includes, but is not limited to, motor vehicles and parts thereof; household appliances; furniture; metal bedsteads; construction/demolition debris; and tree limbs and stumps. Bulky Waste is not included in the scope of this Contract.
- (C) **CONTRACTOR** shall mean and include the agents and employees of the Contractor.
- (D) **CONTAINER** shall mean a bag or a leak-proof receptacle. No Container with content shall weigh more than forty (40) pounds. A fifty-five (55) gallon drum shall not be used as a Container.
- (E) **DISPOSAL FACILITY** shall mean the facility designated by the City to receive acceptable waste for processing or disposal.
- (F) **RESIDENTIAL REFUSE** shall mean Acceptable Waste that has been prepared, bound, containerized and/or placed for collection in accordance with the rules and regulations of the City of Brewer.

- (G) RESIDENTIAL PROPERTIES shall mean any property upon which is situated a residential structure containing at least one dwelling unit but not more than four (4) dwelling units.
- (H) TIPPING FEE shall mean the cost or charge for the deposit of Acceptable Waste at the designated site.
- (I) CITY MANAGER shall mean the duly appointed City Manager or designated Acting City Manager of the City of Brewer or his/her designated agent.
- (J) YARD VEGETATION WASTE shall mean bagged or containerized grass clippings, weeds, garden plants, shrubs, leaves, branches, limbs, and brush.

II. SCOPE OF SERVICES

The work to be done consists of furnishing all labor, tools, implements, equipment, materials, supplies and services, and transportation necessary and proper to provide an adequate uninterrupted and sanitary service for the collection and transportation of all Acceptable Waste to the designated Disposal Facility in accordance with the terms and provisions of this Contract.

III. MATERIAL ACCEPTABLE FOR COLLECTION

The following shall be considered acceptable for collection, and the Contractor shall collect the same in accordance with the provisions herein and in the City's Solid Waste Ordinance:

- (A) Residential Refuse that complies with City of Brewer regulations, including:
 - a. All refuse must be in bags, except cardboard as long as it is broken down to 2' x 2' or smaller and neatly bundled.
 - b. Each dwelling unit is limited to 5 bags per week without the orange Brewer trash tags. All bags over the 5-bag limit must have an orange Brewer trash tag.
 - c. Each bag must be 40 pounds or less. Bags may be placed in containers, as long as the container does not exceed 40 pounds.
- (B) Acceptable Waste from designated City facilities.

IV. MATERIAL NOT ACCEPTABLE FOR COLLECTION

The following items are not acceptable for collection, and the Contractor shall not be obligated to collect:

- (A) Materials that have not been prepared, bound, containerized and/or placed for collection in accordance with the rules and regulations of the City of Brewer.

- (B) Prohibited materials as detailed in the City’s Solid Waste Ordinance. Prohibited materials include, but are not limited to, the following:
 - a. White goods, mattresses, carpets, couches, chairs, and tires.
 - b. Construction and demolition debris.
 - c. Dangerous, hazardous waste, universal waste, hospital and biological waste or environmentally unsafe materials or substances.
 - d. Body wastes, junk yard wastes, car parts or industrial wastes.
 - e. Hot ashes.
 - f. Refuse that has been placed in containers for collection which have been pilfered by animals and which constitute litter, will not be picked up by the Contractor.
 - g. Bulky Wastes.
 - h. Yard waste, tree stumps and logs.
- (C) Any material not acceptable by the City’s designated Disposal Facility.

V. PLACES TO BE SERVICED BY THE CONTRACTOR

- (A) The Contractor shall collect Residential Refuse from all Residential Properties in Brewer.
- (B) The Contractor shall collect all Acceptable Waste at no additional charge from the following City-owned facilities each week:

a. Brewer City Hall (80 N Main St)	2 yd dumpster
b. Joseph L. Ferris Community Center (318 Wilson St)	5 yd dumpster
c. Brewer Public Safety Building (151 Parkway South)	3.5 yd dumpster
d. Brewer Water Pollution Control Facility (37 Oak St)	four (4) 2 yd dumpsters
e. Brewer Public Works (221 Green Point Rd)	5 yd dumpster
f. Brewer Public Library (100 South Main St)	bags placed at curb
- (C) The following types of establishments shall not be provided collection service under this Contract:
 - a. Business, industrial, and commercial establishments.
 - b. Apartment and/or rental unit complexes which contain more than four (4) dwelling units.
 - c. Mobile home parks, motels, hotels, and nursing homes.
- (D) The Contractor shall cease to give service to any location or establishment upon receipt of a written notification from the City Manager.

VI. TIME AND FREQUENCY OF COLLECTION

- (A) The Contractor shall collect refuse covered by this Contract weekly.
- (B) The Contractor shall furnish to the City Manager a map and list designating the day of the week on which Residential Refuse will be collected in each section of the City. Upon approval of the City Manager, such map and list shall constitute the collection schedule. Such map and list shall be submitted within seven (7) days after signing this Contract. No change in such schedule shall be made without approval of the City Manager except in a situation relevant to subsection (D) below.
- (C) Curbside pickup shall not start before 7:00 A.M. and shall end by 5:00 P.M., unless otherwise approved by the City Manager or their designee.
- (D) Collections shall not be made on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, and on other days when the designated Disposal Facility is closed. In any week which one of the above-mentioned days falls, collection will be delayed to the next scheduled work day. In the event of severe weather that would impact safety, Contractor may postpone collection by one day after notifying the City Manager. The City shall not pay for any additional costs associated with such re-scheduling.
- (E) The Contractor shall, upon signing of this Contract, provide to the City a twelve (12) month schedule of collection days, including all scheduled holidays. This schedule will show how each holiday will affect the subsequent collection schedule. On or before January 1 of each year, the Contractor shall provide to the City and the curbside customers a pickup schedule for that calendar year, adjusting for holidays.

VII. COLLECTION AND DISPOSAL

- (A) Collection and disposal of refuse covered by this Contract shall adhere to the provisions of Chapter 22 of the City's Ordinance – Solid Waste Ordinance.
- (B) All Residential Refuse shall be collected from the street curb or shoulder. If rigid containers are used, such containers and their covers shall be returned to the approximate location where the containers were originally set out.
- (C) Should any receptacle break or any other spillage occur during the collection process, the Contractor must clean the area immediately.
- (D) The Contractor shall maintain a uniform schedule and procedure for collection and removal of Residential Refuse, such that the residents thereof shall be assured of a reasonable degree of certainty as to the time of day their refuse will be collected. If a change in schedule is unavoidable due to vehicle problems, personnel problems or a delay at the designated disposal site or recycling facility, the Contractor shall contact

the City Manager and advise them of the situation as soon as it is made known to the Contractor.

- (E) The Contractor shall transport all collected refuse to the designated Disposal Facility. Loads shall contain only refuse collected under this Contract. The City shall pay all Tipping Fees. The City reserves the right to observe the operations of the Contractor and inspect the collection vehicles at any time to ensure that this provision is being complied with.

VIII. PERSONNEL AND EQUIPMENT

- (A) Contractor agrees to furnish, at its expense, all personnel and equipment necessary for the adequate and prompt collection and disposal of refuse under this Contract.
- (B) All vehicles used for transporting refuse under this Contract to the Disposal Facility shall be capable of discharging their loads mechanically. All vehicles entering the Disposal Facility shall have their loads enclosed within a container or covered securely by means of a tarp. No pick-up trucks, so-called, or other vehicles which would require manual unloading, either by design or by reason of malfunction, shall be allowed to transport to the Disposal Facility. All collection and transport vehicles shall be kept clean and well painted, with the name and telephone number of the Contractor clearly lettered on both sides of each vehicle.
- (C) The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of refuse. Each vehicle and piece of equipment may be inspected and approved by the City Manager before being placed into service, and may be at all times subject to inspection. On or before January 1 of each year, Contractor shall submit to the City Clerk a complete Solid Waste Hauler License application. The Contractor shall comply within twenty-four (24) hours with any order of the City Manager to rectify any unclean or odiferous condition.

IX. TERM AND AMOUNT OF CONTRACT

- (A) **TERM.** The term of this Contract shall be for five years (60 months), commencing July 1, 2025. If the City and Contractor determine it is beneficial to both parties, the Contract may be extended for up to five single-year terms. The City will only consider an extension based upon satisfactory performance.
- (B) **FUEL SURCHARGE.** If the cost of diesel fuel for highway use rises substantially, above five dollars (\$5.00) per gallon, Contractor reserves the right to charge City a fuel surcharge equal to actual fuel costs incurred in excess of \$5.00 per gallon. The fuel surcharge will be calculated using the applicable Energy Information Administration (EIA) Index for the East Coast Region (PADD1). Further information on the EIA Index is available at <https://www.eia.gov/petroleum/gasdiesel/>. The

surcharge will expire at such a time fuel prices drop below \$5.00 per gallon, but may be reinstated as defined in this section. Upon request, the Contractor shall provide detail supporting any fuel surcharge, including documentation of the days and amounts by which the EIA Index exceeded \$5.00 per gallon and the miles driven and gallons of diesel fuel used those days under this Contract.

(C) AMOUNT. The price of this Contract shall be as follows:

Year 1 (July 2025 – June 2026) \$ _____

Year 2 (July 2026 – June 2027) \$ _____

Year 3 (July 2027 – June 2028) \$ _____

Year 4 (July 2028 – June 2029) \$ _____

Year 5 (July 2029 – June 2030) \$ _____

The City of Brewer reserves the right to elect to negotiate terms for five (5) single year extensions in Years 6 through 10 of this agreement, subject to satisfactory performance and negotiated terms.

X. CONTRACT PAYMENTS

- (A) Billings to the City of Brewer for collection service shall be made monthly by the Contractor.
- (B) The City of Brewer shall pay to the Contractor in monthly installments an amount based upon the yearly contract price, pro-rated monthly.

XI. INSURANCE

Contractor agrees to carry the following types of insurance:

- a. Workers' Compensation Insurance
 - i. State – Statutory limit
 - ii. Employer Liability - \$500,000
- b. General Liability Insurance.
 - i. Personal injury with limits of not less than \$1,000,000/\$2,000,000
 - ii. Property injury with limits of not less than \$1,000,000/\$2,000,000
- c. Vehicle Liability Insurance.
 - i. Personal injury with limits of not less than \$1,000,000/\$2,000,000
 - ii. Property injury with limits of not less than \$1,000,000

The Contractor agrees to list the City of Brewer as an additional named insured on both the general and vehicle liability policies. The Contractor shall furnish to the City certificates evidencing all insurance required under this Contract.

XII. TERMINATION

- (A) If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the City shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the City, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the City within five (5) business days after receipt of such notification, the City may terminate the contract. If the Contract is so terminated, the City may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the City for any cost incurred by the City thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor. The City reserves the right to seek recovery of additional costs through any legal means necessary. The Contractor shall be liable for all costs, including reasonable attorneys' fees, court costs, and any other expenses incurred by the City in pursuing such legal action.
- (B) The City shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other City affairs. The Contractor shall not suspend or stop work which has been ordered by the City without first obtaining proper authority to do so.

XIII. GENERAL PROVISIONS

- (A) **PENALTIES AND DAMAGES** – All time limits and acts required by these specifications are of the essence of the agreement and should the Contractor fail to perform or complete the work required to be done at the time set forth in these specifications, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the case, will be extremely difficult to fix. Therefore, the parties agree that the amounts set forth hereinafter are the nearest and most exact measures of damages for any such breach, and that in the case of any such breach the City may assess liquidated damages and deduct said amount due the Contractor under the agreement:

- a. Failure to maintain the collection schedule without just cause and for reasons within the control of the Contractor five dollars (\$5.00) per dwelling unit not collected on scheduled day.
- b. Failure to remedy a complaint which is found to be justified by the City Manager within twenty-four (24) hours after notification by the City Manager – twenty-five dollars (\$25.00) per day for each complaint.
- c. Leaking or spilling refuse and failure to pick-up such refuse immediately – twenty-five dollars (\$25.00) per day for each occurrence.
- d. Failure to maintain any refuse truck if found to be noisy, unsightly, hazardous, or lack an appropriate license after one warning by the City Manager – twenty-five dollars (\$25.00) per truck per day.
- e. The actual cost of investigation and/or the costs of corrective action by the City Manager of any failure or violation may be assessed in addition to the above schedule of liquidated damages.
- f. Delivery to the disposal site, in Brewer’s name, of refuse collected outside of the City of Brewer – one thousand dollars (\$1,000) per ton for each occurrence.

The City Manager may decline to levy liquidated damages if they find that the violation of the specifications is insignificant or occasioned by a strike, accident or similar occurrence beyond the control of the Contractor. In the event that the City Manager determines to levy liquidated damages, they shall notify the Contractor in writing. The City Manager shall thereon deduct the amount of such liquidated damages from any payment which is due to the Contractor or which thereafter becomes due. The determination by the City Manager hereunder shall be final and conclusive.

- (B) **PROPERTY DAMAGE.** The Contractor shall be responsible for any damage to property caused by their agents or vehicles. In cases where the Contractor’s liability for damage to property is in doubt, Contractor agrees that the decision of the City Manager shall be held to be the final decision. If the Contractor does not respond to any damage to property caused by their agents or vehicles within ten (10) days of receipt of a written notification of liability from the City and effect repairs or replacement comparable to that damaged within a reasonable time period, the City Manager at their sole discretion may cause the damaged property to be repaired or replaced and shall deduct the cost, including direct costs and overhead expenses, of any such repair or replacement from the subsequent monthly payment due the Contractor, or from the Contractor’s insurance.

- (C) **COMMUNICATION.** The Contractor shall establish and maintain effective procedures to receive and promptly follow-up on service complaints and communications from agents of the City. Such procedures and any changes therein shall be made known to the City Manager for their concurrence. The Contractor will handle all such communications and complaints promptly. Contractor agrees to service all complaints within twenty-four (24) hours of the receipt of the complaint by the Contractor. Contractor will take complaints weekdays from 8:00 A.M. to 5:00 P.M. by phone at their place of business.
- (D) **AUTHORITY OF THE CITY MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under the Contract shall be decided by the City Manager who shall notify the Contractor in writing of the Manager’s determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager may be appealed to the Board of Appeals in accordance with Chapter 34 of the City of Brewer Code of Ordinances, “Board of Appeals of the City of Brewer.”
- (E) The Contractor will extend or discontinue the collection and disposal of refuse service to individual locations or establishments as the City Manager may direct in writing.
- (F) The City of Brewer may permit other persons, firms, corporations or entities to collect and dispose of refuse, not now acceptable and/or presently scheduled for collection, and such permission shall not affect this Contract.

XIV. MISCELLANEOUS

- (A) **INDEMNIFICATION.** The Contractor shall indemnify and save harmless the City, its representatives, agents, officers and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys’ fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor’s, employees, servants, agents, or permitted subcontractors
- (B) **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the City, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law,

ordinance, and/or regulation and the Contract, the Contractor will so advise the City and the City will decide which law, ordinance, and/or regulation shall be followed.

- (C) NON-ASSIGNABILITY. The rights and obligations of the Contractor under this Contract shall not be assignable except with the written approval of the City Manager. Any attempts by the Contractor, voluntarily or involuntarily, to assign any rights or obligations under this Contract shall constitute a breach of contract and the Contractor may be declared in default at the option of the City Manager. In such event, the City may terminate this Contract pursuant to Section XII.
- (D) INDEPENDENT CONTRACTOR. It is the understanding and intention of the parties hereto that this Contract shall constitute a contract for the collection and disposal of waste, and that said Contract shall not constitute a franchise, nor shall the Contract be deemed or construed as such. In addition, the parties acknowledge and agree that the Contractor is an independent contractor, and that nothing contained in this Contract shall be construed to mean that the Contractor, their agents and employees, are employees or agents of the City of Brewer.
- (E) INTERPRETATION. Any questions concerning conditions and specifications shall be directed in writing to the City Manager. No interpretation shall be considered binding unless provided in writing by the City Manager. The execution of the Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.
- (F) EQUAL EMPLOYMENT OPPORTUNITY. During the performance of the Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.
- (G) ENTIRE CONTRACT. The Contract, which shall include the Request for Proposals, constitutes the entire Contract between the City and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.

(H) NOTICES. All notices required or contemplated by the Contract shall be personally served or mailed, return receipt requested, addressed to the parties as follows:

a. To City

City Manager
Eric Glidden
80 North Main St
Brewer ME 04412

b. To Contractor

Or to such other addresses as the parties agree to in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2025.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

CITY OF BREWER

Witness

By: _____
Title: Eric Glidden, City Manager

CONTRACTOR

Witness

By: _____
Name/Title: _____

Attachment B

City of Brewer Ordinance

Chapter 22 – Solid Waste Ordinance

CHAPTER 22 - SOLID WASTE ORDINANCE

ARTICLE 1. GENERAL

SECTION 1.1 ESTABLISHMENT

Pursuant to the Constitution of the State of Maine, Title 30-A M.R.S.A. § 3001, and the Brewer City Charter, a Solid Waste Ordinance is established.

SECTION 1.2 PURPOSE

The purpose of this Chapter is to promote the general health and welfare of the citizenry of the City of Brewer by providing for the orderly disposal of solid waste, to upgrade the quality of human life and the environment, to control pollution and to ensure an adequate capacity for disposal of waste into the future.

SECTION 1.3 CONFORMITY

This Chapter shall conform to all applicable Federal and State laws.

SECTION 1.4 CONFLICTS

In the event of a conflict with the provisions of this Chapter with other Codes and Ordinances of the City of Brewer, the more stringent provisions shall apply.

SECTION 1.5 SEVERABILITY

In the event any portion of this Chapter or Article herein is held to be invalid, the balance of this Chapter or said Article shall remain unaffected thereby.

SECTION 1.6 AMENDMENTS

This Chapter may be amended by the Brewer City Council from time to time, as deemed appropriate.

SECTION 1.7 LIENS

Charges assessed pursuant to this Chapter shall be enforceable by lien for the benefit of the City.

SECTION 1.8 VIOLATIONS AND PENALTIES

A violation of this Chapter shall be enforced in accordance with the provisions of 30-A M.R.S.A. § 4452, or the same that may be amended from time to time, as a land use violation. The penalties set forth in 30-A M.R.S.A. § 4452 shall apply to violations of this Chapter, except where expressly provided herein. The City of Brewer shall be entitled to its attorney fees and costs for successfully

prosecuting any violation of this Chapter.

ARTICLE 2. GARBAGE AND TRASH COLLECTION

SECTION 2.1 AUTHORITY

It shall be the general responsibility of the Director of Environmental Services or his designee to enforce the provisions of this Article.

SECTION 2.2 SCOPE

This Article applies to all residential properties in the City of Brewer.

SECTION 2.3 SERVICES

The City of Brewer or its contractor shall provide weekly curbside trash collection services for all residential properties in the City.

SECTION 2.4 PROHIBITED MATERIALS

The following rubbish, by way of example and not limitation, shall be considered unacceptable for curbside collection. These materials will not be picked up curbside:

1. White goods such as stoves, refrigerators, washers and other large appliances,
2. Material from the major repair of, excavation for, construction, or destruction of buildings or structures, such as piping, earth, plaster, mortar, bricks, building blocks, septic tanks, trees or tree stumps over six inches in diameter, and any other similar materials, commonly called demolition debris,
3. Grass clippings, weeds, plants, shrubs, leaves, brush or branches, (#6)
4. Bulky items such as mattresses and box springs, couches, chairs and carpets
5. Abandoned or junk vehicles and car parts
6. Hazardous waste: All hazardous waste as defined by federal and state regulatory agencies,
7. Hospital waste: All contaminated hospital waste as defined by federal and state laws, i.e., "red bag" pathological anatomical waste,
8. Biological Waste, including dead animals or portions thereof or other pathological wastes
9. Infectious waste: Wastes which are hazardous by reason of their contamination with infection materials i.e., "red bag" waste body parts, pathology lab waste, etc.,
10. Human fecal waste;

11. Animal fecal waste which is not contained in a plastic bag;
12. Flammable waste; liquid waste; sludge
13. Waste oil, lubricants or fuels, including gasoline and propane;
14. Powder and liquid pesticides, herbicides and fungicides;
15. Paint waste and pigments;
16. Construction and demolition debris,
17. Electrical capacitors: Contain oils that may contain P.C.B.'s;
18. Special waste as defined by state law, including but not limited to,
19. Asbestos,
20. Laboratory chemicals;
21. Biohazard materials;
22. Plated metal parts;
23. Electrical transformers or parts;
24. Stove and fire ash,
25. Tree stumps and logs,
26. Tires.

ARTICLE 3. RECYCLING - (REPEALED)

ARTICLE 4. CITIZEN RESPONSIBILITIES

SECTION 4.1 AUTHORITY

It shall be the general responsibility of the Director of Environmental Services or his designee to enforce the provisions of this Article.

SECTION 4.2 SCOPE

It shall be the individual responsibility of each citizen to ensure compliance with the following:

SECTION 4.3 MUNICIPAL COLLECTIONS

SUBSECTION 4.3.0 HANDLING AND AMOUNT

Residential waste must be placed in containers or bags, with the exception of cardboard as long as it is broken down and neatly bundled. Trash bags shall not exceed 40 pounds in weight. No more than five bags, each not to exceed 40 pounds in weight, may be placed curbside weekly for collection per single family residence and per each unit of a multifamily residential property (four units or fewer).

Bags may be placed in containers as long as the weight of the container does not exceed 40 pounds. Containers must be in good condition with handles and covers and of a shape and dimension that allows the free and unhindered emptying of their contents. Refuse that is jammed in containers will not be collected since collection personnel are not required to reach into containers. Waste that does not comply with the standards of this Chapter may not be collected.

SUBSECTION 4.3.0.1 EXCESS WASTE

Residential waste in excess of the five bag limit will be collected if each bag is affixed with an official orange City of Brewer trash tag. The price of the tags shall be established by the City Council.

SUBSECTION 4.3.1 PLACEMENT OF WASTE

Residential materials shall be placed at a designated site on the curb or on the esplanade between the sidewalk and gutter and in accordance with the rules and regulations established by the Director of Director of Environmental Services or his designee and approved by the City Council.

SUBSECTION 4.3.2 DAY OF COLLECTION

Residential materials shall not be placed out at the designated pick-up site until the night before the day designated for collection along the designated collection route and shall not be placed out after 7:00 a.m. of the same day. Residential materials placed out after this time will not be picked up.

SUBSECTION 4.3.3 COLLECTION RESTRICTED

No person, partnership, corporation, association or other legal entity, not licensed or contracted to do so by the City of Brewer, shall take any solid waste or recyclable item placed by any resident for pick-up and removal by the City of Brewer, its licensee and/or contractors. Each removal or taking of such items from each separate collection pile shall constitute a separate and distinct violation.

SUBSECTION 4.3.4 DUMPSTERS PROHIBITED

The placement of dumpsters at residential properties for other than temporary use is prohibited.

SECTION 4.4 NON-MUNICIPAL COLLECTIONS

The owners or authorized agents of every property that has more than four (4) units and every commercial property shall place such suitable containers in a place convenient for the removal of the contents by the persons authorized to collect the same. Such owners or authorized agents shall place such containers only on the premises occupied or owned by them. No other person except the owner or authorized agent of the premises or an authorized collector shall remove, take or otherwise disturb the waste matter, or any waste matter, or any portion thereof so placed for the removal.

SUBSECTION 4.4.1 COLLECTION TIME

No commercial collections shall be done at a time of day between 7:00 pm and 7:00 am, if such collections create a disturbance for residential properties. (#6)

SECTION 4.5 ADEQUATE STORAGE

It shall be the duty of every resident, tenant, lessee or occupant of every single family residential property; or the owner or owner's agent of every multi-family property; or the occupant and/or owner or owner's agent of every commercial property to provide and keep within the building or upon the lot where the building is situated suitable and

sufficient storage to receive the accumulation of solid waste, as applicable, on the premises during the interval between collections. Suitable and sufficient storage shall:

- Be rodent proof, leak proof and essentially air tight.
- Be kept clean.
- Not consist of metal 55-gallon drums.

SECTION 4.6 RESPONSIBILITIES NOT TRANSFERABLE

No contract or agreement between the owner or operator and occupant relating to compliance with the terms of this Chapter shall be effective in relieving any person of the responsibility for compliance with the provisions of this Chapter as set forth herein.

SECTION 4.7 PENALTIES

Any Person, firm, corporation, or other legal entity found to be in violation of any of the provisions of Subsection 4.3.3 or 4.3.4 of this Chapter shall be subject to a civil penalty of Five Hundred Dollars (\$500.00) for each initial violation. Additional violations of Subsection 4.3.3 or 4.3.4 of this Chapter within a one (1) year period from the initial violation shall be subject to an additional civil penalty of Two-Hundred Fifty-Dollars (\$250.00) for each additional violation thereafter.

SUBSECTION 4.7.1 COMMERCIAL PENALTIES

Any person, firm, corporation, or other legal entity found to be in violation of any of the provisions of Article 4, Section 4.4 & 4.4.1 after having been duly notified by the Code Enforcement Officer who continues act in violation of these sections shall be subject to a civil penalty of One-Thousand Dollars (\$1,000.00) for each initial violation. Additional violations of this Article of this Chapter within a one (1) year period from the initial violation shall be subject to an additional civil penalty of Five-Hundred Dollars (\$500.00) for each additional violation thereafter. (#6)

**ARTICLE 5. CONTRACTED SERVICES FOR THE CITY OF
BREWER**

SECTION 5.1 AUTHORITY

It shall be the general responsibility of the Director of Environmental Services or his designee to enforce the provisions of this Article.

SECTION 5.2 SCOPE

This Article applies to the contractor or contractors the City hires to provide curbside collection of residential materials.

SECTION 5.3 SERVICES

The work to be performed shall consist of the complete curbside collection of all acceptable waste materials in the City of Brewer, the operation and maintenance, and disposal thereof. The Contractor shall provide curbside collection services to all residential properties within the City of Brewer.

SUBSECTION 5.3.1 HOURS OF COLLECTION

The hours of collection shall be Monday thru Saturday 7:00 a.m. to 5:00 p.m. Collections will be allowed on Saturday when a holiday falls within the preceding week.

SUBSECTION 5.3.2 HOLIDAYS

When a holiday occurs on a scheduled collection day, that day's collection shall be performed the following day.

SUBSECTION 5.3.3 PUBLIC NOTICE

The Contractor, after notifying the City, shall be responsible for placing a newspaper advertisement which shall notify the general public of the holiday collection schedule.

SECTION 5.4 COMMERCIAL COLLECTION

Commercial establishments shall be responsible for providing for the proper collection and disposal of commercial trash and/or recycling materials from their respective properties.

SECTION 5.5 MIXING OF COLLECTABLE MATERIALS

All materials collected pursuant to these specifications shall be collected by vehicles, which shall be emptied and void of all materials prior to the commencement of a day's

collection route. No non-residential or commercial materials shall be mixed with city materials by the Contractor unless prior approval has been granted by the Brewer City Council.

SECTION 5.6 DISPOSAL OF MATERIALS

All materials collected by the Contractor, shall be transported the same day it is collected by the Contractor, unless permission is received from the Director Environmental Services. Permission shall only be granted under extreme and rare circumstances. The Contractor shall comply withal applicable Federal and State laws, rules and regulations and all applicable City Ordinances.

SECTION 5.7 PUBLIC BID REQUIRED

The City of Brewer shall require a public bid issued through a Request for Proposal (RFP) process a minimum of every 6 years. The City shall use a variety of means to advertise the bid.

SECTION 5.8 WRITTEN CONTRACTS REQUIRED

It shall be the responsibility of the City of Brewer to enter into a written contract with the bidder most qualified and offering the greatest benefit of services to the City of Brewer.

SECTION 5.9 REPORTING OF VIOLATIONS

It shall be the Contractors duty to report, in writing, any violations of the City's Ordinances in respect to the condition and location of collection containers, detachable containers and garbage units to the Director of Environmental Services or his designee. The Director of Environmental Services or his designee shall be the final judge as to such conditions and locations.

SECTION 5.10 DAMAGE TO PROPERTY

The Contractor shall be responsible for any damaged collection containers. The Contractor shall replace any collection container if, in the opinion of the Director of Environmental Services or his designee, the collectors did not exercise sufficient care.

ARTICLE 7. HEALTH NUISANCES

SECTION 7.1 AUTHORITY

The Code Enforcement Officer, Public Safety Director, Health Officer or an authorized designee shall be empowered to enforce the provisions of this Article as a Health Enforcement Officer.

SECTION 7.2 TRASH IN PUBLIC PLACES PROHIBITED

No person, partnership, corporation, association, or other legal entity from inside or outside the boundaries of the City of Brewer shall throw, deposit or leave any garbage, yard waste, waste matter, bulky waste, construction demolition debris, universal waste, hazardous waste, dead animals, biological waste, rubbish or any other related solid waste or cause the same to be thrown, deposited or left upon any street, alley, gutter, park, or other public space, or throw or deposit the same in or upon any private premise or vacant lot or in any water, or to store or keep the same except in suitable containers as required by this Article.

SECTION 7.3 POLLUTING OF BODIES OF WATER PROHIBITED

No person, partnership, corporation, association, or other legal entity from inside or outside the boundaries of the City of Brewer shall throw, deposit or leave any dead animal or any foul or offensive matter in any waters in the City of Brewer. Nor shall any person throw, cast or place any living animal with the intent to drown or harm the same in any waters in the boundaries of the City of Brewer.

SECTION 7.4 ILLEGAL DUMPING

Any person, partnership, corporation, association or other legal entity who with or without authority from the owner of a premises who shall throw, dump, or deposit any refuse, rubbish, bulky waste, construction demolition debris, universal waste, hazardous waste, dead animal(s), biological waste or waste matter of a similar nature upon any premises, after notice by an authorized Health Enforcement Officer to remove such refuse, rubbish, waste matter and material so thrown, dumped or deposited on such premises to a designated dumping ground within forty-eight (48) hours after receiving such notice, and upon failure to do so the offender shall be guilty of an offense.

SECTION 7.5 INCINERATION IS PROHIBITED

It shall be unlawful for any person to burn or incinerate any solid waste within the City of Brewer.

SECTION 7.6 COMPLIANCE IS MANDATORY

If, in the opinion of an authorized Health Enforcement Officer it shall be for the health or comfort of the inhabitants of the City of Brewer that any particular substance should be removed forthwith and without delay, it shall be his or her duty to cause the same to be removed accordingly. Whenever any person shall have been duly notified to remove any of the substances mentioned in this Article, or to perform any other act or thing which it may be their duty to perform for the preservation of the public health and safety of the residents of the City of Brewer and the time limit for the performance of such duty shall have elapsed without compliance with such notice, by an authorized Health Enforcement Officer shall forthwith cause such substance to be removed at the expense of the person so notified. The Code Enforcement Officer or their designee shall cause all persons who shall violate or disobey any provision of the Article to be prosecuted and punished to the greatest extent possible by law.

SECTION 7.7 EMPTYING OF COLLECTION VEHICLE

No waste shall be emptied or partially emptied or load transferred from any vehicle or trailer in or on any street in the City or in any other place within the City boundary unless prior approval is granted by the Director of Environmental Services, or his designee.

SECTION 7.8 PENALTIES

Any Person, firm, corporation, or other legal entity found to be in violation of any of the provisions of Article 7 of this Chapter shall be subject to a civil penalty of Five Hundred Dollars (\$500.00) for each initial violation. Additional violations of Article 7 of this Chapter within a one (1) year period from the initial violation shall be subject to an additional civil penalty of Two-Hundred Fifty-Dollars (\$250.00) for each additional violation thereafter.

ARTICLE 8. COASTAL RESOURCES OF MAINE, LLC

SECTION 8.0 TERM

The effective date of this Article shall be April 1, 2018.

SECTION 8.1 AUTHORITY

The Director of the Environmental Services shall establish rules and regulations governing the availability and use of the waste processing facility located in Hamden, Maine owned by Coastal Resources of Maine, LLC and/or its assignees (the "Coastal Facility") relative to inconsistent materials from solid waste which may be deposited at the Coastal Facility and any other rules or regulations that the Director determines are needed to implement this Article. These excluded materials may include junk auto bodies, tires, and such other bulky waste as may require special processing prior to disposal; trees and tree trunks and limbs; burning materials or materials containing hot or live coals; hazardous waste, and other materials which the Director of Environmental Services or his designee deems necessary to exclude. Hazardous waste shall be handled in accordance with Title 38 M.R.S.A., as amended.

SECTION 8.2 SCOPE

The provisions of this Article shall apply to any contractor operating within the geographic boundaries of the City of Brewer and the same is engaged in the collection and disposal of solid waste.

SECTION 8.3 PURPOSE

The purpose of this Article is to promote the public health, safety and welfare; promote consistency with State of Maine Legislative Findings; to gain management control over solid waste and enable the reclamation of resources, including energy therefrom; to provide for the orderly operation of a solid waste processing facility pursuant to Title 38 M.R.S.A. § 1305 (1), to allow the City to contract with the Municipal Review Committee, Inc. under an executed Joinder Agreement to make a long term commitment beginning April 1, 2018 for delivery of MSW to the Coastal Facility; and to control commercial haulers, non-commercial haulers and users that generate and/or collect solid waste within the limits of the City of Brewer.

SECTION 8.4 DISPOSAL REQUIRED

The accumulation, collection, transportation and disposal

of acceptable solid waste generated by users within the City of Brewer that is disposed of within the State of Maine shall be regulated by this Article. All acceptable solid waste generated within the City of Brewer shall be deposited at the Coastal Facility in Hampden, Maine, by licensed commercial and non-commercial haulers in accordance with the provisions of this Article. Nothing in this provision shall be deemed to regulate or prohibit the disposal of any waste generated within Brewer that is to be disposed of outside of the State of Maine.

SECTION 8.5 FACILITY DESIGNATED

In accordance with the provisions of Title 38 M.R.S.A. § 1304-B, the City hereby designates the Coastal Facility located in Hampden, Maine, as the solid waste processing facility for acceptable waste.

SECTION 8.6 ALTERNATE DESIGNATION

Should circumstances require it, consistent with City of Brewer contractual obligations, the City reserves the right to designate an alternate disposal facility for a specified time period for acceptable waste and only upon a majority vote of the Brewer City Council.

SECTION 8.7 REGULATED ACTIVITIES

The accumulation, collection, transportation, delivery and disposal of acceptable waste and unacceptable waste generated within the City of Brewer shall be regulated in the following manner:

- (c) All acceptable wastes generated within the municipality that is to be disposed of within the State of Maine shall be deposited at the Coastal Facility.
- (d) All unacceptable waste generated within the municipality shall be deposited only at a suitable disposal facility, which is designed for the express purpose of handling such unacceptable waste.

SECTION 8.8 ANNUAL LICENSE REQUIRED FOR ALL HAULERS

January 1 of each year, all commercial haulers must obtain an annual license from the office of the Brewer City Clerk. The license shall end on the thirty-first (31st) day of December of each year.

SECTION 8.9 LICENSE NOTIFICATIONS

A copy of each commercial haulers license issued and of

each application therefore shall be sent by the City to Coastal.

SECTION 8.10 HAULER LICENSED REQUIRED

Coastal is authorized and directed to admit waste generated in the City for processing in its facilities only from Brewer commercial haulers who are licensed.

SECTION 8.11 TRANSFERABILITY

All licenses are non-transferable.

SECTION 8.12 FEES

Commercial haulers shall pay One-Hundred Dollars (\$100.00) plus an additional Ten Dollars (\$10.00) for each vehicle licensed for an annual non-refundable vehicle fees to the City of Brewer for their licenses.

All fees must be paid to the City Clerk when the application is made for the annual license and shall not be prorated.

SECTION 8.13 RECORDS

All commercial haulers shall provide a current and accurate record of all vehicles used by them, including make, model, serial number, vehicle identification number and vehicle license plate number.

The City of Brewer may require all commercial haulers to provide the City Clerk the following information on an accurate basis:

- (a) Name, address and telephone number of the commercial hauler or commercial hauler filing the report;
- (b) Name and address of all users serviced by the hauler;
- (c) Frequency of pick up;
- (d) Size of container, if a container is used;
- (e) List of new users or users deleted from prior report;
- (f) Location of disposal of the solid waste;
- (g) Such other information as the Director of Environmental Services or his designee may require relating to users and amount of solid waste picked up.
- (h) The amount of solid waste tonnage collected and transported per haul during the preceding twelve (12) months.

SECTION 8.14 INSPECTION OF RECORDS

The Director of Environmental Services or his designee shall have the right, upon reasonable notice, to inspect the records of any commercial hauler and non - commercial hauler as to solid waste generated and collected within the limits of the City of Brewer as it may relate to users and the quantities generated by them.

SECTION 8.15 CREDIT FOR TONNAGE

It shall be the responsibility of the commercial hauler, non-commercial hauler and users to see the City of Brewer is provided complete and accurate records and is given credit, by Coastal, for all acceptable waste generated within the limits of the City of Brewer by the user and collected therein and delivered to the Coastal facility by the commercial hauler and/or non-commercial hauler.

SECTION 8.16 COMINGLING PROHIBITED

Acceptable solid waste collected by a commercial hauler and/or non-commercial hauler in the City of Brewer shall not be comingled in a vehicle with any other solid waste collected in any other municipality provided however, the City Council by Council order may authorize the Director of Environmental Services or his designee to enter into a reciprocal arrangement, as the same is permitted by law, with other municipalities, which allows the comingling of acceptable solid waste collected by licensed commercial haulers if there is a means recommended by the Director of Environmental Services or his designee and approved by the City Council to allocate the relative share of each load to the municipality where the original solid waste was generated.

SECTION 8.17 FAILURE TO COMPLY

Users who fail to use a licensed hauler or fail to see that acceptable solid waste generated by them and to be disposed of within the State of Maine is delivered to the Coastal Facility in Hampden, Maine, shall be subject to the penalties set forth in this Article.

SECTION 8.18 DELIVERY REQUIRED

The operation of any disposal facility shall conform to all pertinent provisions of this Article and applicable regulations or directives of all state or federal agencies, which may have jurisdiction.

SECTION 8.19 MISREPRESENTATION

It shall be a violation of this Article for a person disposing of solid waste at a public disposal facility to misrepresent to Coastal that the solid waste is chargeable to the city.

SECTION 8.20 CONFORMITY:

The operation of any disposal facility shall conform to all pertinent provisions of this Article and applicable regulations or directives of all state or federal agencies, which may have jurisdiction.

SECTION 8.21 RATIFICATION

Any rules and regulations promulgated by the Director of Environmental Services, or his designee, prior to the enactment of this section are hereby ratified and given the full effect of law.

SECTION 8.22 PROHIBITION OF OPERATION

No commercial hauler or non-commercial hauler shall operate within the limits of the City of Brewer without a license as herein before provided. Any commercial hauler found operating shall be subject to a temporary restraining order, preliminary injunction and permanent injunction issued by a court of competent jurisdiction at the request of the City and the penalties set forth under this Article.

SECTION 8.23 PAYMENT OF TIPPING FEE AND ADMINISTRATION FEES

In the event that Coastal requires the City of Brewer to pay directly for all acceptable solid wastes delivered to the Coastal Facility by commercial and non-commercial haulers the City of Brewer shall bill the commercial and non-commercial haulers for the acceptable solid waste at the City's agreed upon tipping fee, any administrative fees charged to support multi-jurisdictional solid waste activities and a City of Brewer administration fee.

SECTION 8.24 AUTOMATIC ADJUSTMENT

The fee shall be automatically adjusted annually on January 1 to reflect annual increases consistent with the Joinder Agreement to which the City of Brewer is a party.

SECTION 8.25 AUTHORITY TO ADJUST FEES

The Brewer City Council shall also have the authority to establish by City Council Order additional fees on a quarterly basis, if it deems it necessary.

SECTION 8.26 FAILURE TO PAY

Failure to pay the City within thirty (30) days shall result in an interest penalty being applied to the outstanding balance at the same maximum rate as specified by the State of Maine for unpaid real estate taxes. Failure to pay any bill within ninety (90) days shall result in an automatic revocation of any license.

SECTION 8.27 RESPONSIBILITY OF HAULERS

As part of the application for a license, commercial and noncommercial haulers shall agree to assume liability for and reimburse the City for any expenses incurred, and/or remove immediately any unacceptable solid waste delivered to the Coastal Facility in violation of the Joinder Agreement between the Municipal Review Committee and the City of Brewer. Repeated deliveries of unacceptable solid waste may result in forfeiture of the hauler's license by the Brewer City Council, after notice and hearing.

SECTION 8.28 PENALTIES & LICENSE REVOCATION

Any commercial hauler who fails to obtain a license as provided by this Article and picks up solid waste within the limits of the City of Brewer shall be subject to a fine of Two Hundred Fifty Dollars (\$250.00) per day, with each date of collection being considered a separate offense.

SECTION 8.29 FAILURE TO CORRECT

In the event a commercial hauler shall have violated the licensing provision of this Article for five (5) days or more, the City Council shall, after notice and hearing, have the right to revoke any existing license and refuse to grant a license in the future.

SECTION 8.30 OTHER VIOLATIONS

Users who violate any other provisions of this Article shall be subject to a penalty of One Hundred Fifty Dollars (\$150.00) per day, with each day being a separate violation.

SECTION 8.31 FAILURE TO PROVIDE CREDIT FOR CITY

In addition to any penalty, injunction and/or license violation any commercial hauler, non-commercial hauler or user who has failed to insure that the City of Brewer has been given credit by Coastal for all acceptable solid waste generated within the limits of the City of Brewer and delivered by such hauler or user to the Coastal Facility

shall be jointly and severally liable to the City for any penalties, fees or expenses incurred by the City in failing to meet the minimum annual solid waste tonnage requirements under the City's contract with Municipal Review Committee.

The percentage of penalties, fees and expenses to be paid by the commercial hauler, non-commercial, hauler or user shall be calculated by multiplying the penalty, fees and expenses incurred by the percentage of tonnage the commercial hauler, non-commercial hauler and user failed to report to Coastal in relation to all other non-reported tonnage known by the City.

ARTICLE 9. JUNKED VEHICLES

SECTION 9.1 AUTHORITY

The Code Enforcement Officer, Public Safety Director, Health Officer or an authorized designee shall be empowered to enforce the provisions of this Article.

SECTION 9.2 SCOPE

This Article shall apply to all properties public or private with the geographical boundaries of the City of Brewer.

SECTION 9.3 PURPOSE

The purpose of the Article is to protect the health, safety and general well-being of the citizens of Brewer; to enhance and maintain the quality of the environment through the removal of junked motor vehicles from the public way and/or private property; and the recovery of the costs of removal of such vehicles from the owners of the vehicles or the owners of private property, whose property values are improved by the removal of the junked motor vehicles.

SECTION 9.4 STREETS AND PUBLIC PLACES

It shall be unlawful for any person to deposit, place, and leave or abandon any old, discarded worn out or junked motor vehicle, or parts thereof, on any public street or any public place in the city.

SECTION 9.5 REMOVAL

The City shall have the right to remove or cause to be removed any vehicle or part thereof in violation of this section from any public street or public place and dispose of it as it sees fit without any liability whatsoever and the city shall be entitled to recover all costs associated with the removal.

SECTION 9.6 PRIVATE PROPERTY

It shall be unlawful for any person to deposit, place, leave or abandon any old, discarded, worn out or junked motor vehicle, or parts thereof, on any private property in the City, except in duly authorized locations.

SECTION 9.7 NOTICE TO REMOVE FROM PRIVATE PROPERTY

It shall be unlawful for any person owning or occupying private property in the City to keep or allow to accumulate any old, discarded, worn out or junked motor, vehicle, or parts thereof, on private property after having received

written notice from the City, by the City Manager or by official designated by the City Manager, ordering the removal from the property upon not less than thirty (30) days from receipt of the order of the old, discarded, worn out or junked motor vehicle, or parts thereof.

SECTION 9.8 DELIVERY OF NOTICE TO REMOVE

A copy of the order shall be hand delivered or sent by certified mail to the owner or occupant of the private property, or to the owner of the motor vehicle if the owner's identity is known.

SECTION 9.9 APPEALS

The order of removal may be appealed as provided for herein. Failure to appeal such order shall render the order final. In the event of an appeal, the time frames established for the removal of the vehicle shall be stayed during the pendency of the appeal.

SECTION 9.10 APPEALS PROCEDURE

An appeal to the City Manager may be taken by a person in receipt of a notice to remove any old, discarded, worn out or junked motor vehicle, or parts thereof, by filing a notice of appeal within thirty (30) days of the mailing of notice of the order, or receipt of the order, whichever occurs first. The appeal shall be in writing and shall state the basis for appeal. The City Manager shall designate himself or any agent or employee to act as hearing officer in the appeal. The hearing officer shall provide such person with the opportunity to be heard and to demonstrate why the vehicle is not subject to removal within the terms of this article.

SECTION 9.11 NOTICE OF HEARING

Notice of the hearing shall be given by regular United States mail at least seven (7) days in advance of the hearing date.

SECTION 9.12 ACTION BY HEARING OFFICER

The hearing officer may affirm, modify or vacate the order of removal. The written decision of the hearing officer shall be issued to the appellant. Any person aggrieved by a decision of the hearing officer may obtain review available by law in the superior court in accordance with the Maine Rules of Civil Procedure 80-B.

SECTION 9.13 FINAL DETERMINATION

If any person shall fail, within thirty (30) days after receipt of the order of within thirty (30) days of receipt of the decision of the hearing officer affirming order of removal of the vehicle, to remove any vehicle or parts thereof in violation of this Article, the City shall have the right by its duly authorized agent to remove the vehicle or part thereof from any private property and dispose of it as it sees fit without any liability whatsoever.

SECTION 9.14 LIABILITY:

In addition to the fine provided for violation of this Article, the person depositing or keeping such vehicle or parts thereof on the public highways, public places or private property shall be jointly and severally liable along with the owner of the private property to the City for the cost of removal thereof and shall pay the costs within thirty (30) days from the date of mailing of a bill assessing the costs of removal. For purposes of this Article, there shall be a rebuttable presumption that the last owner of the vehicle deposited or kept the vehicle on the public way, public place or private property.

SECTION 9.15 ATTORNEY FEES AND COSTS

The City shall be entitled to its attorney fees and costs for the successful prosecution of all violations under this Article.

SECTION 9.16 LIEN

Assessments for the costs of removal shall be enforceable by lien against the owner of private property upon which junked vehicle was deposited, in the manner prescribed by this Article.

ARTICLE 10. CONSTRUCTION AND DEMOLITION DEBRIS
LANDFILL

SECTION 10.1 AUTHORITY

The Brewer Landfill shall be under the general direction and control of the Director of Environmental Services or his designee.

SECTION 10.2 SCOPE

This Article shall apply to all persons, partnerships, corporations, associations or other legal entities using or desiring to use the City of Brewer construction and demolition debris landfill.

SECTION 10.3 PURPOSE

The purpose of this Article is to provide for the orderly disposal of construction demolition debris, bulky waste and the recycling of brush, leaves and metal at the Brewer Landfill.

SECTION 10.4 INTENT

It is the intent of the City to control and limit deposit of waste at the Landfill and to only accept wastes that are generated within the municipality.

SECTION 10.5 AGENTS

The Director of Environmental Services, or his designee, shall appoint such agents as he deems necessary to act in his stead in carrying out and enforcing this Article. All such appointments shall be ratified by a majority of the Brewer City Council at the time the Director of Environmental Services, or his designee, makes the appointment and annually thereafter.

SECTION 10.6 RULES & REGULATIONS

The Director of Environmental Services shall establish rules and regulations relating to the use of the Brewer Landfill and Street Collection. All rules and regulations must be approved by a majority of the City Council

SECTION 10.7 POSTING OF RULES & REGULATIONS

All rules and regulations shall be posted at the entrance of the landfill and placed on file at the office of the City Clerk.

SECTION 10.8 DISPOSAL RESTRICTED

The use of the Construction Demolition Debris Disposal Area is limited exclusively to Brewer Residents, Resident Businesses, and Commercial Haulers hauling Brewer waste, subject to this Article.

SECTION 10.9 COMMERCIAL HAULERS

Commercial haulers may use the Construction Demolition Debris landfill so long as they receive permission from the Brewer Administration and City Council prior to use.

SECTION 10.10 PERMITTED USERS

Permitted Users from Brewer are allowed to deposit Construction Demolition Debris related material at the Construction Demolition Debris landfill so long as the Construction Demolition Debris Material is derived from or associated with the occupancy of their dwellings exclusively within the City of Brewer.

SECTION 10.11 PERMIT CARD REQUIRED

Each applicant for a permit shall inform the Gate Attendant at the Landfill of the following:

- (a) Name of Applicant
- (b) Address of the Applicant
- (c) License # and/or
- (d) Vehicle registration number

SECTION 10.12 DISPLAY OF PERMIT CARD

Each vehicle entering the Construction Demolition Debris Disposal Area shall have a permit card in their possession.

Residents shall obtain their permit from the Brewer Gatehouse Attendant at the landfill gate house. Not more than one permit will be issued per resident household.

SECTION 10.13 FEE SCHEDULE

There shall be no waiver of construction or demolition debris fees for any disposal of material from any private property whether business or residential, or any publicly owned properties to be sold or transferred to private interests unless approved by formal vote of the City Council.

SUBSECTION 10.13.1 VEHICLE PERMIT

Resident Vehicles	\$2.50	(One-Year)
Non-Resident Vehicle		Not Permitted

**Commercial and businesses not permitted without permission.*

SUBSECTION 10.13.2 DISPOSAL OF TIRES (#5)

Three Dollars (\$3.00) for each passenger car or pick-up truck tire (no rims)

Seven Dollars (\$7.00) for each commercial truck tire (no rims)

*Tires shall be placed by the resident in the designated location for tire storage.

*Each Brewer household shall be eligible to dispose of up to four passenger car or pick-up truck tires without rims per year for no fee.

SUBSECTION 10.13.3 WHITE GOODS

Fifteen Dollars (\$15.00) per appliance.

*White goods shall be placed by the individual disposing of the item(s) in the designated location for white goods.

SUBSECTION 10.13.4 PROPANE TANKS

Five Dollars (\$5.00) per 20lbs propane tank

Twenty Dollars (\$20.00) per tank for all propane tanks larger than 20lbs.

*Propane tanks smaller than 20lbs will not be accepted.

SUBSECTION 10.13.5 MATTRESSES

Fifteen Dollars (\$15.00) per mattresses and box spring set (or mattress only).

SUBSECTION 10.13.6 CONSTRUCTION AND DEMOLITION DEBRIS

The charge for dumping construction and demolition debris, and any additional acceptable materials, which the Maine Department of Environmental Protection would allow in a licensed demolition debris facility, shall be based on either of the following options except as provided for passenger vehicles and vans:

Residential Rates:

- Five Dollars (\$5.00) per passenger sedan.
- Seven Dollars (\$7.00) per station wagon or passenger van. (Excludes cargo vans)
- Twenty-five Dollars (\$25.00) per pick-up truck (1/2 or 3/4 ton).
- Twenty-five Dollars (\$25.00) per trailer. (not exceeding the size of a pickup body)
- Fifty dollars (\$50.00) per pick-up with sideboards.
- Fifty dollars (\$50.00) per trailers with sideboards.

- Fifty Dollars (\$50.00) per single axle dump trailer.
- Seventy Dollars (\$70.00) per dump truck.
- One-Hundred Five (\$105.00) per double axle dump truck.
- One-Hundred Fifty-five (\$155.00) per tri-axle dump truck.
- Two-Hundred Fifteen (\$215.00) per dump trailer.

SECTION 10.14 HOURS OF OPERATION

Landfill hours, including the compost area, will be the first and third Saturday of each month from 7:30am to 2:00pm

The compost area only will be open every Tuesday from 7:00am to 11:30am for residents to drop off grass clippings and leaves.

SECTION 10.15 PROHIBITED ITEMS

The following materials will not be accepted at the disposal site.

- (a) Septage and sludge.
- (b) Industrial wastes.
- (c) Hazardous wastes, as that term may now or in the future be defined by federal or state law whichever definition is more encompassing.
- (d) Five gallon or larger drums or containers unless one end is open and the drums or containers are cleaned.
- (e) Any wastes found to be generated outside of the municipal boundaries except for contracted municipalities.
- (f) Motor vehicles
- (g) Tires with rims
- (h) Recyclables - All recyclables must be recycled.
- (i) Garbage (food waste, market waste, produce waste, cooking waste), trash, refuse, paint, unusual waste, animal parts, infectious waste, pesticides, herbicides, mercury containing products, fluorescent light bulbs, fuel containing items, oil, kerosene, gas, diesel, propane tanks, tires with rims, equipment tiers medical waste, chemicals, batteries, stumps, logs.
- (j) Universal waste- televisions, computers, fluorescent light bulbs, rechargeable batteries,

- mercury containing products, ballast.
(k) Household hazardous Waste

SECTION 10.16 ENFORCEMENT

The Director of Environmental Services or his designee shall have the right to stop and inspect any vehicle, and inquire of any person entering the Construction Demolition Debris landfill to determine whether the provisions of this Article, or any rules and regulations adopted pursuant hereto, are being complicated with.

SUBSECTION 10.16.1 COMPLIANCE AND COOPERATION MANDATORY

Any occupant of any vehicle who refuses to allow the Director of Environmental Service, or his designee, to inspect the vehicle or the Solid Waste contained therein, or refuses to answer questions pertinent to determining whether this Article or rules and regulations adopted pursuant hereto have been violated, may be refused access to the Construction Demolition Debris landfill by the Director of Environmental Services or his designee and shall not be allowed to deposit his Construction Demolition Debris material.

SUBSECTION 10.16.2 REFUSAL

The Director of Environmental Services or his designee shall have the right to deny any Resident, Resident Business, Commercial hauler or permitted user the right to dispose Waste at the Construction Demolition Debris landfill for violating any provision of this Article or the rules and regulations adopted pursuant hereto.

SUBSECTION 10.16.3 LIABILITY

In the event a person, partnership, corporation, association or other legal entity willfully disposes of unacceptable waste at the Construction Demolition Debris in violation of this Article or rules and regulations adopted pursuant hereto, he shall remove the unacceptable waste deposited. If after being requested to do so he refuses, he shall be liable for the cost of disposal said removal.

SUBSECTION 10.16.4 LEGAL RECOURSE

The Environmental Services Director or his designee may prosecute any violations of this Article and seek such other legal remedies as may be required.

SECTION 10.17 SALVAGING RESTRICTED

Salvaging of waste - Salvaging of any wastes at the Construction Demolition Debris landfill will not be allowed unless written permission has been issued by the City Manager.

SECTION 10.18 PENALTIES

Any Person, firm, corporation, or other legal entity found to be in violation of any of the provisions of Article 10 of this Chapter shall be subject to a civil penalty of One Hundred Dollars (\$100.00) for each initial violation. Additional violations of Article 10 of this Chapter within a one (1) year period from the initial date of violation shall be subject to an additional civil penalty of Two-Hundred Fifty-Dollars (\$250.00) for each additional violation thereafter.

**ARTICLE 11. UNIVERSAL WASTE & HOUSEHOLD HAZARDOUS
WASTE**

SECTION 11.1 AUTHORITY

The collection of Universal Waste and Household Hazardous Waste shall be under the general direction of the Director of Environmental Services or his designee.

SECTION 11.2 SCOPE

This Article shall apply to all persons, partnerships, corporations, associations or other legal entities disposing of universal or household hazardous waste in the City of Brewer.

SECTION 11.3 UNIVERSAL WASTE

Universal Waste shall only be disposed of in accordance with applicable Federal, State and Local laws and only at an authorized facility. The Brewer Universal Waste Facility accepts universal waste from Brewer residents and or their participating communities by agreement. All residents from participating communities must receive a permit from their Town Hall prior to delivering material to the Brewer Facility. Each community is billed monthly for the universal waste delivered and they pay a \$50/quarter fee to the City to cover administration and billing costs. Fees may be adjusted in the future to cover increases in disposal and administration costs.

SUBSECTION 11.3.1 FACILITY

The authorized facility shall be the City of Brewer; Universal Waste Building is located at 37 Oak Street, Brewer, ME 04412.

SUBSECTION 11.3.2 SCHEDULE

The Universal Waste schedule is developed each October for the upcoming year and can be obtained on the City of Brewer website or by calling the Brewer Environmental Services Department.

SUBSECTION 11.3.3 FEES:

- Brewer Residents - Free to Brewer residents only.
- Participating Communities - Disposal Cost will be the Actual Disposal Rate for each individual item as set by the City's Contractor

**Brewer residents must show identification (driver's license) to the building attendant prior to allowing disposal.*

**Residents from participating communities must present a permit to the building attendant prior to allowing disposal.*

SUBSECTION 11.3.4 SALVAGING RESTRICTED

Salvaging of waste - Salvaging of any wastes at the Universal Waste Facility will not be allowed unless written permission has been issued by the City Manager.

SECTION 11.4 HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste shall only be disposed of in accordance with applicable Federal, State and Local laws and only at an authorized facility.

SUBSECTION 11.4.1 FACILITY

The location of the authorized facility can be obtained on the City of Brewer website or by calling the Brewer Public Works Department.

SUBSECTION 11.4.2 COLLECTION

The collection of Household Hazardous Waste shall be offered to Brewer residents at least once per year.

SECTION 11.7 ILLEGAL DISPOSAL

Disposal of universal waste or household hazardous waste at the Universal Waste Building when it is not open is prohibited unless permission has been issued by the Director of Environmental Services or his designee.

SECTION 11.8 PENALTIES

Any Person, firm, corporation, or other legal entity found to be in violation of any of the provisions of Subsection 11.3.4 and Section 11.7 of this Chapter shall be subject to a civil penalty of Five Hundred Dollars (\$500.00) for each initial violation. Additional violations of Subsection 11.3.4 and Section 11.7 of this Chapter within a one (1) year period from the initial violation shall be subject to an additional civil penalty of Two-Hundred Fifty-Dollars (\$250.00) for each additional violation thereafter.

ARTICLE 12. ADVISORY COMMITTEE (#2) - REPEALED

ARTICLE 13. ENFORCEMENT

SECTION 13.1 AUTHORITY

It shall be the duty of the Code Enforcement Officer, or the Public Safety Director, or their designee, to cause the enforcement of the provisions of this Chapter and to prosecute any and all person's violation of any such provisions.

SECTION 13.2 PRESUMPTION

In the absence of evidence to the contrary, the owner of and/or any person having responsibility for the property abutting the area of the street or sidewalk where waste material has been deposited shall be presumed to have deposited the same and shall be liable for the violations of this Chapter.

SECTION 13.3 REMOVAL REQUIRED

Notwithstanding 14.2, any owner of and/or any person having responsibility for property abutting the public space where any garbage or waste material has been deposited in violation of this Chapter shall cause it to be removed within four (4) hours of the issuance of an order of removal issued by either the Code Enforcement Officer or Public Safety Director or their duly authorized representatives. Failure to remove such waste within the time specified shall be a violation of this Chapter.

SECTION 13.4 OWNER OF RECORD

In the event that the Code Enforcement Officer or Public Safety Director has received no registration of the ownership or management interest of the property abutting the area where the waste material has been deposited, the Code Enforcement Officer or Public Safety Director shall arrange to have the waste material removed and shall provide written notice of such removal to the owner of record. The owner of record shall be responsible for the fee for collection the waste material.

SECTION 13.5 REMOVAL OF TRASH FROM PUBLIC PLACES REQUIRED

If any of the substances mentioned in this Article shall be thrown or carried into any street, sidewalk, court, square, lane, alley or public place from any house building, cellar, yard or any other place, the occupant of such house or place and the person who actually threw and carried the same therefrom shall severally be liable for such violation of this Chapter. All such substances shall be removed at the expense of the occupant of the house or other place

from where the same were thrown or carried within twenty-four (24) hours after personal notice in writing to that effect is provided by an authorized Health Enforcement Officer.

SECTION 13.6 REMOVAL FROM BUILDINGS OR PROPERTY

All garbage, refuse, bulky waste, construction demolition debris, universal waste, hazardous waste, dead animals, biological waste, rubbish or any other related solid waste or filth of any kind in any house, building, cellar, yard or any other place; which the health authority shall deem necessary for the health of the City to be removed, shall be carried therefrom by and at the expense of the owner or occupant of such house or other place where the same shall be found and removed to such place as directed within twenty-four (24) hours after notice in writing to that effect given by an authorized Health Enforcement Officer.

SECTION 13.7 COLLECTION FEE

After the issuance of three (3) written order for removal during a twelve (12) month period starting on the date of the first written notice, a fee or charge for the removal of the material remaining after the expiration of the period of time provided for compliance with the order of removal shall be One Hundred Dollars (\$100.00) for up to one (1) cubic yard. In the event the material deposited exceeds one (1) cubic yard, the fee shall be One Hundred Dollars (\$100.00) plus the cubic yard cost to collect and dispose of the material at an approved facility. Such fees shall be charged for each subsequent time the City removes the material deposited in violation of this Chapter, whether additional notices have been provided or not.

DEFINITIONS

Specified terms

ACCEPTABLE SOLID WASTE shall mean all waste, which Coastal will accept at its facilities including ordinary household, municipal, institutional, commercial and industrial wastes.

ASHES shall mean that residue from the burning of wood, coal, coke or other combustible material.

AUTHORIZED COLLECTOR shall mean employees of a private collector employed by the owner, occupant, agent or other person having custody of a building.

BIOMEDICAL WASTE shall mean waste that may contain human pathogens of sufficient virulence and in sufficient concentrations that exposure to it by a susceptible human host could result in disease or that may contain cytotoxic chemicals used in medical treatment.

BREWER WASTE shall mean solid waste generated by any person, corporation, partnership, association, or other legal entity within the City of Brewer except waste generated by the City government or school system, that is hauled by a commercial refuse collector or a refuse transporter.

BUILDING shall mean any structure or vessel, whether public or private, that is adapted to or used: for dwelling occupancy; for the transaction of business; for the rendering of professional services; amusement; the display, or sale or storage of goods waste, merchandise, articles or equipment; for the performance of work or labor; for office buildings, stores, theatres, markets, restaurants, warehouses, grain processing factories, abattoirs, worship, garages, bakeries; or structures where domestic or other animals or fowl are kept; for sheds, barns, outbuildings, or other structures or premises used as accessory to any such use.

BULKY WASTE shall mean any items whose large size and weight precludes or complicates their handling by normal collection processing or disposal method. Examples include, but are not limited to furniture, mattresses, chairs, and carpeting.

COMMERCIAL HAULER shall mean a corporation, partnership or other legal entity, which hauls the solid waste for someone else within the city limits of the City of Brewer for compensation. Commercial haulers shall not include the City of Brewer or a commercial hauler who has a contract with the City of Brewer for curbside pickup, which is being collected and disposed of pursuant to the terms of a Contract.

COMMERCIAL PROPERTY shall mean any property upon which is situated a structure used for commercial or business purposes including, but not limited to, Apartment buildings containing more than four (4) dwelling units, Business offices, Condominiums, Hotels, Motels, Restaurants,

Warehouses, Manufacturing, Industrial, Markets, Bakeries, Grocery stores, Fruit stands or Trailer Parks.

CONSTRUCTION DEMOLITION DEBRIS LANDFILL (CDD) shall mean the landfill at 403 Elm St. belonging to the City where CDD related acceptable material can be disposed of by Brewer residents.

CONTRACTING MUNICIPALITY shall mean any municipality which contracts with the city of Brewer for waste related services shall be referred to as a contracting Municipality.

CONTRACTOR shall mean any person corporation partnership association or other legal entity under contract with the City to provide curbside garbage collection services.

DISPOSAL shall mean the discharge, deposit, dumping, incineration, spilling leaking or placing of any solid waste, sludge or septage into or on any land, air or water so that the solid waste, sludge or septage or any constituent thereof may enter the environment, be emitted into the air or be discharged into any waters.

COASTAL shall mean Coastal Resources of Maine, LLC and its assignees.

COASTAL FACILITY shall mean the waste processing facility owned by Coastal Resources of Maine, LLC and located at 92 Harold Bouchard Way, Hampden, Maine 04444.

FISCAL YEAR means July 1 to June 30 or any twelve - month period established as the city's fiscal year by the city council.

GARBAGE shall mean all waste from the preparation, cooking and consumption of food, market refuse waste from the handling storage and sale of produce shall be referred as Garbage.

HAZARDOUS WASTE shall mean a waste substance or material in any physical state, designated as hazardous by the terms of a certain waste handling agreement between the municipality.

HOUSEHOLD shall mean an occupied dwelling place not used for commercial purposes.

HOUSEHOLDER shall mean the head of a family unit or his or her agent living in the dwelling place.

INFECTIOUS WASTE shall include those wastes so defined by the solid waste management regulations promulgated by the Maine Department of Environmental Protection Pursuant to Title 38 M.R.S.A § 1304.

JOINDER AGREEMENT shall mean the agreement between the City of Brewer and the Municipal Review Committee, Inc. (MRC) made and executed on February 2, 2016.

STATE OF MAINE LEGISLATIVE FINDINGS

(a) Municipalities, including the City of Brewer, have an obligation to protect the health, safety and general well-being of their citizens, and to enhance and maintain the quality of the environment, conserve natural resources, and prevent water and air pollution by providing for a comprehensive, rational and effective means of regulating the collection, transportation and disposal of solid waste.

(b) , The Maine legislature has established a "Solid Waste Management Hierarchy," embodied in 38 M.R.S.A. Section 2101, pursuant to which it is the policy of the State to implement an integrated approach to solid waste management and to prioritize waste management in accordance with the following hierarchy: (i) reduction of waste; (ii) reuse of waste; (iii) recycling of waste; (iv) composting of biodegradable waste; (v) processing of waste including incineration; and (vi) land disposal. Energy recovery accomplished by Coastal constitutes a form of recycling, turning municipal solid waste into energy product commodities.

(c) The Coastal facility in Hampden is an energy recovery facility which accepts and processes MSW to capture recyclables and convert organic matter into commodities including energy products and feedstock for the manufacture of new goods.

(d) Of the available waste disposal options within the State of Maine identified in the hierarchy at 38 M.R.S.A. § 2101, disposal at the Coastal facility is the option that best satisfies the statutory priorities for disposal of non-recycled waste.

(e) Disposal at Coastal of solid waste generated in communities within range of the Coastal facility, such as the City of Brewer, is the preferred in-state disposal option and best serves the interests of these communities in maintaining public health, safety, scenic values, resource conservation goals, etc., in accordance with the disposal priorities established by the Legislature in 38 MRSA § 2101.

MUNICIPAL SOLID WASTE "Municipal solid waste" or "MSW" means solid waste emanating from household and normal commercial sources.

NON- RESIDENT shall mean any person who lives outside of the City of Brewer shall be referred to as a Non- Resident except for a Permitted User from contracting municipalities.

NON-COMMERCIAL HAULER shall mean an individual, corporation, partnership or other legal entity who hauls solid waste for herself, himself, itself or another from within the limits of the City without compensation.

NON-RESIDENT BUSINESS shall mean any commercial, professional, retail, wholesale or other business conducted by a person corporation partnership, association or other legal entity existing outside the City of Brewer shall be referred to as a Non-Resident Business, except for Permitted User.

OCCUPANT shall mean the person that has the use or occupancy of any building or a portion thereof, whether the actual owner or tenant. In the case of vacant buildings or any vacant portion of a building, the owner, agent or other person having the custody of the building shall have the responsibility of an occupant of the building or portion thereof.

OWNER shall mean the actual owner of the building, whether individual, partnership or corporation, or the agent of the building, or other person having custody of the building or to whom the rent is paid.

PERMITTED USER shall mean any Brewer Resident or Brewer Business and residents from municipalities, that have contracted with the City of Brewer for waste related

services.

PICK-UP TRUCK BODY shall mean an area generally 8 feet long by 5 ½ feet wide and 1 ½ feet high

PUBLIC WORKS AUTHORITY shall mean the City of Brewer Public Works Department.

RECYCLABLE MATERIAL shall mean paperboard, newspaper, glass, magazines, junk mail, cardboard, #2 natural plastic and aluminum cans and foil, and any additional material so designated by the Public Works Department. Recyclable material shall be considered waste material for purposes of this Chapter.

RESIDENT BUSINESS shall mean any commercial, professional retail, wholesale or other business conducted by a person, corporation, partnership, association or other legal entity, existing within the City of Brewer.

RESIDENT shall mean any person who lives within the City of Brewer.

RESIDENTIAL PROPERTIES shall mean any property upon which is situated a residential structure containing at least one dwelling unit but not more than four (4) dwelling units.

RESOURCE RECOVERY shall mean the recovery of materials or substances that still have useful physical or chemical properties after serving a specific purpose and can be reused or recycled for the same or other purpose.

RUBBISH shall mean all combustible materials such as, but not limited to, paper cartons, boxes, barrels, wood and excelsior, tree branches, yard trimmings, wood furniture and bedding and non-combustible material such as, but not limited to metals, tin cans, plastic containers, dirt, glass, crockery, and other mineral refuse.

SOLID WASTE shall mean 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 septic tank sludge nor agricultural, biomedical or hazardous wastes; it shall also include acceptable waste, unacceptable waste and construction and demolition debris as defined herein. The

fact that a solid waste or constituent of the waste may have value or other use, or may be recycled, or may be solid or exchanged does not exclude it from this definition. (#6)

UNACCEPTABLE SOLID WASTE shall mean all waste that is not Acceptable Solid Waste and will not be accepted by Coastal at its Hampden, Maine facility.

UNACCEPTABLE WASTE shall mean that portion of solid waste, which is not acceptable waste for disposal at a CDD landfill (garbage, trash, refuse, paints, appliances, metal, kerosene, gas, diesel, propane tanks, tires, medical waste, hazardous chemicals, batteries, vehicles, vehicle parts, stumps, logs, mercury containing products, universal waste, animal parts, infectious waste pesticides, herbicides, etc.)

USER shall mean an individual, corporation, partnership or other legal entity, which either resides in the City of Brewer and/or has a business in the City of Brewer, which produces solid waste that is disposed of by a commercial or non-commercial hauler and may or may not deliver CDD related material to the City of Brewer CDD landfill for disposal.

VEHICLE (in Article 8 only) shall mean only vehicles which are capable of discharging their loads on the Coastal Facility tipping floor by mechanical means shall be licensed by the City of Brewer. Included within the category of vehicles permitted to tip are: standard solid waste packer trucks, transfer trailers and hydraulic dump trucks. In addition, all solid waste vehicles entering the Coastal Facility in Hampden, Maine, shall have their loads enclosed with a container or covered securely by means of a tarp. No pickup trucks, or other vehicle, which requires manual unloading, either by design or by reason of malfunction, shall be permitted to haul solid waste to the Coastal Facility.

WHITE GOODS shall include only ordinary household appliances such as, but not limited to, refrigerators, air conditioners, freezers or hot water heaters.

UNSPECIFIED TERMS

Any terms, phrases and words not defined herein shall have the generally accepted meaning or definition promulgated in

*WEBSTER'S NEW WORLD COLLEGE DICTIONARY, Third Edition,
Copyright 1997, a copy of which is on file in the Brewer
City Clerk's office.*

END OF CHAPTER NOTATIONS

Created and enacted November 15, 2010 Effective November
20, 2010 (2010-C018)

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|----------------------|--------------------|-------------|
| 1. Enacted 06/07/11, | Effective 06/12/11 | (2011-C003) |
| 2. Enacted 07/25/17, | Effective 07/30/17 | (2017-C010) |
| 3. Enacted 07/09/19, | Effective 07/14/19 | (2019-C002) |
| 4. Enacted 10/08/19, | Effective 10/13/19 | (2019-C008) |
| 5. Enacted 07/14/20, | Effective 07/19/20 | (2020-C002) |
| 6. Enacted 05/09/23, | Effective 05/14/23 | (2023-C007) |