

## **A G E N D A   N O T E S**

Gorham Town Council Regular Meeting  
June 12, 2020 – 6:30pm  
Burleigh H. Loveitt Council Chambers

### **Public Hearing # 1**

#### **On Item #2020-06-08 Public Hearing on the proposed 2020-2021 Fiscal Year Budget for the Gorham School District. (Admin. Spon.)**

Public hearing and order on the proposed Gorham School Department Budget for FY2021. The Gorham Town Council has the authority to set the total amount going to voter validation referendum on July 14, 2020, but not to cut specific items.

The budget before the Council for a vote has been revised since your workshop with the School Committee and is not anticipated to increase the municipal mil rate for FY2021.

The Gorham School Superintendent, School Committee Members and School Staff will be available during your meeting to answer any questions.

### **Public Hearing #2**

#### **On Item# 2020-06-09 Public Hearing on the proposed 2020 -2021 Fiscal Year Budget for the Town of Gorham. (Admin. Spon.)**

Public hearing and order on the proposed Town of Gorham Budget for FY2021. As proposed, the budget for FY2021 does not increase the mil rate for FY2021 and would decrease it by .01 mils. County taxes have an increase of 7.4% which would impact the mil rate by .04 and overall by .03 when combined with the negative municipal budget. As the overall new valuation for the Town will not be solidified before the budget vote, it is likely that the small increase from the County may be covered by new valuation.

Traditionally, the Town Council will debate the merits and/or amend the budget before a final vote during this item. As the meeting will be conducted remotely, I would ask the Council to call a recess after any changes are made (if any) to allow our Finance Director time to double check figures and to confirm the actions of the Council before the final vote. This should take less than ten minutes.

There is a minor typo in the cost of police cruisers in Capital Part II of the proposed budget that I will ask the Council to approve as a change with the specifics being emailed before the meeting. It would also be helpful for staff if the Council is looking to make any changes to either run them through the Council Chair before the meeting or email to me so that we can work through the numbers before the meeting.

Staff is also analyzing the curbside collection bids as to whether or not those line items need to be adjusted or if we can carry the new contract this year utilizing reserve funds.

## **Item #2020-06-10**

### **Action to consider authorizing the Town Manager to enter into a waste and recycling hauling contracts. (Councilor Phillips Spon.)**

On July 1<sup>st</sup> of this year, the Town's waste / recycling hauling contract with RW Herrick will expire. For some past contracts, the Town would renegotiate rather than go out to a full bid for hauling services. This spring, RW Herrick announced that it did not want to renew its contract with the Town. Staff went out to bid for services, which include collection for curbside waste / recycling, as well as a separate contract for pickup of waste / recycling materials at municipal facilities and bulky waste curbside collection.

Casella was the only bid on curbside collection despite five companies taking out bid packages. They bid an option for normal collection with employees by hand, as well as an option for mechanical arms and totes with the pricing the same. For year one of the new contract, the cost would be \$620,434, or \$5,434 over what had been budgeted in the proposed FY2021 budget. Casella also bid municipal collection; however, RW Herrick provided for a lower bid price on that service.

This proposed order allows the Town Manager to enter into contracts of up to five years with the vendors for collection and hauling services. The bids and bid document are attached, as well as a memo from Public Works Director Robert Burns. If approved, Casella would start collection on July 1<sup>st</sup> through manual collection. If the Town elected in the near future to go with mechanical arms and totes, Casella would order the necessary vehicles and tote collection would start at a later date, perhaps as much as a year. Casella would bear the cost of the purchase of all totes initially within the Town.

Curbside collection is funded in the Town of Gorham through the sale of bags and tags. It is very important to note that a change in this system could substantially affect revenues that pay for curbside collection. Tote collection by nature with the sale of bags has the potential to be abused more than manual collection. The Town would also expect to see a downward trend on the quality of its recycling program as the totes are not physically inspected by hand before being collected. Before committing to either manual or mechanical collection, Town staff recommend that either option be vetted over the next several months for long term impacts before the Council makes a decision on which option you would like to pursue.



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www.gorham-me.org



**Robert Burns, P.E.**  
Public Works Director  
rburns@gorham.me.us

**Terry Deering**  
Deputy Director  
tdeering@gorham.me.us

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## MEMORANDUM

**TO:** Ephrem Paraschak  
**FROM:** Bob Burns  
**DATE:** June 12, 2020  
**CC:** File

**RE:** Municipal Solid Waste and Recyclable Material Curbside Collection Bid Award

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On Tuesday March 31<sup>st</sup> of this year Town staff were advised that RW Herrick, Inc desired not to renew their contract for the curbside collection of residential solid waste and recyclable material that ends effective June 30, 2020. In my opinion the Town staff and all customers were fortunate to have 18 years of extremely reliable performance from this contractor at an affordable rate.

### The Invitation to Bid

Basic research was conducted with inquiries made to surrounding towns about their respective trash and recycling programs and recent bid results and contact was made with ecomaine for a complete list of likely contractors. The Town bid consisted of three alternates with three parts each.

Alternate 1 was to continue the Town's current curbside collection program as-is for three years with a part for the cost of the curbside collection, a part for the cost of municipal buildings collection, and a part for the cost of curbside collection of bulky waste items.

Alternate 2 was to continue the Town's current program for five years with the same three parts as Alternate 1.

Alternate 3 was to change to a mechanical arm collection system for five years with the same three parts as Alternate 2 and 3. Town trash bags would still have to be utilized with this approach.

The invitation to bid was issued on Monday, May 4<sup>th</sup> and was sent directly to all companies that haul waste and/or recyclables to ecomaine. A mandatory pre-bid meeting occurred on Monday, May 11<sup>th</sup> that included five participants. Three bids were opened publicly and read aloud on Monday, June 1<sup>st</sup> at 10:00AM. The bidders and bid results are shown in the attached table.

### Pros and Cons to the Alternates

Alternate 1 and 2 As these approaches are a mirror of our current system, the Council is already aware of the pros and cons, but I'll go over them anyway:

Pros The pay as you throw system is already established in Gorham and has an 18 year history. It generates over \$570,000 of annual revenue that offsets the cost for the curbside collection. Residents understand the system by and large and are familiar with it. It promotes a high recycle rate and is a good system to police for contaminated recyclables which now have a very high cost of disposal at ecomaine.

Cons The quality of the Town trash bags has been a topic of much debate and the procurement and acquisition of trash bags by Public Works has been a challenge at times. The trash bag tags do show some promise in alleviating this issue. Some residents have at times expressed frustrations that no container is provided for their trash and they would like a wheeled cart similar to neighboring towns.

### Alternate 3

Pros The user is provided wheeled carts for trash and recyclables. If you happen to be a user that can live within the provided cart volume for the disposal of your trash and recyclables then this is a good thing.

Cons There is a history of high contamination rates in the recycle stream from towns that use this system. Westbrook, Scarborough and Kennebunk have all seen their annual costs for recycling increase above the \$35/ton that Gorham pays. Kennebunk has retained the use of town trash bags along with the carts, but policing this has proven difficult and their revenues have dropped. Residents who produce more trash or recyclables than the carts can hold have the need for further disposal which will not be an option with this program, unless more carts are provided in some manner.

### **Bid Results**

As can be seen in the attached table, only Casella Waste submitted a complete bid. RW Herrick did provide a partial bid on the municipal buildings collection with exceptions. Casella has indicated that if Alternate 3 is selected that they will be collecting the first year with the current trash bag system until they can order and receive mechanical arm collection trucks.

### **My recommendation**

If the Town Council wants to continue with our existing program, I recommend award of Alternate 2 part one to Casella Waste and part two to RW Herrick. The RW Herrick part two costs are being re-worked to include the rest of the locations that they sought exception for and I hope to have them available for the Council meeting.

If the Town Council wants to pursue the mechanical arm collection option of Alternate 3 I recommend that we have a workshop or two to go over the variables and concerns regarding a net increase in the total costs of the program. I have discussed this with Casella Waste and they are agreeable with collecting for several months at the Alternate 2 rate per month while we make a determination. RW Herrick can still be awarded the part two section.

Municipal Solid Waste and Recyclable Material Curbside Collection Services Including Municipal Buildings

**Bid Results**

**June 1, 2020**

	<b>Casella Waste</b>	<b>Waste Management</b>	<b>RW Herrick</b>
<b>Alternate #1</b>			
<u>Year 1</u>			
Curbside Collection Solid Waste & Recyclables	\$ 620,434.00	No Bid	No Bid
Municipal Buildings Collection	\$ 50,000.00	No Bid	No Bid
Bulky Item Collection	\$ 125.00 per hour	No Bid	No Bid
<u>Year 2</u>			
Curbside Collection Solid Waste & Recyclables	\$ 634,692.00	No Bid	No Bid
Municipal Buildings Collection	\$ 51,500.00	No Bid	No Bid
Bulky Item Collection	\$ 131.25 per hour	No Bid	No Bid
<u>Year 3</u>			
Curbside Collection Solid Waste & Recyclables	\$ 649,378.00	No Bid	No Bid
Municipal Buildings Collection	\$ 53,045.00	No Bid	No Bid
Bulky Item Collection	\$ 137.00 per hour	No Bid	No Bid
<b>Alternate #2</b>			
<u>Year 1</u>			
Curbside Collection Solid Waste & Recyclables	\$ 625,225.00	No Bid	No Bid
Municipal Buildings Collection	\$ 50,000.00	No Bid	No Bid
Bulky Item Collection	\$ 125.00 per hour	No Bid	No Bid
<u>Year 2</u>			
Curbside Collection Solid Waste & Recyclables	\$ 643,982.00	No Bid	No Bid
Municipal Buildings Collection	\$ 51,500.00	No Bid	No Bid
Bulky Item Collection	\$ 131.25 per hour	No Bid	No Bid
<u>Year 3</u>			
Curbside Collection Solid Waste & Recyclables	\$ 663,301.00	No Bid	No Bid
Municipal Buildings Collection	\$ 53,045.00	No Bid	No Bid
Bulky Item Collection	\$ 137.81 per hour	No Bid	No Bid
<u>Year 4</u>			
Curbside Collection Solid Waste & Recyclables	\$ 683,200.00	No Bid	No Bid
Municipal Buildings Collection	\$ 54,636.00	No Bid	No Bid
Bulky Item Collection	\$ 144.70 per hour	No Bid	No Bid

Municipal Solid Waste and Recyclable Material Curbside Collection Services Including Municipal Buildings

**Bid Results**

**June 1, 2020**

Year 5

Curbside Collection Solid Waste & Recyclables	\$ 703,696.00	No Bid	No Bid
Municipal Buildings Collection	\$ 56,275.00	No Bid	No Bid
Bulky Item Collection	\$ 151.94 per hour	No Bid	No Bid

**Alternate #3**

Year 1

Mechanical Arm Curbside Collection Solid Waste & Recyclables	\$ 620,434.00	No Bid	No Bid
Municipal Buildings Collection	\$ 50,000.00	No Bid	\$ 6,500.00
Bulky Item Collection	\$ 125.00 per hour	No Bid	No Bid

Year 2

Mechanical Arm Curbside Collection Solid Waste & Recyclables	\$ 634,692.00	No Bid	No Bid
Municipal Buildings Collection	\$ 51,500.00	No Bid	\$ 6,500.00
Bulky Item Collection	\$ 131.25 per hour	No Bid	No Bid

Year 3

Mechanical Arm Curbside Collection Solid Waste & Recyclables	\$ 649,378.00	No Bid	No Bid
Municipal Buildings Collection	\$ 53,045.00	No Bid	\$ 6,500.00
Bulky Item Collection	\$ 137.81 per hour	No Bid	No Bid

Year 4

Mechanical Arm Curbside Collection Solid Waste & Recyclables	\$ 664,505.00	No Bid	No Bid
Municipal Buildings Collection	\$ 54,636.00	No Bid	\$ 6,500.00
Bulky Item Collection	\$ 144.70 per hour	No Bid	No Bid

Year 5

Mechanical Arm Curbside Collection Solid Waste & Recyclables	\$ 680,086.00	No Bid	No Bid
Municipal Buildings Collection	\$ 56,275.00	No Bid	\$ 6,500.00
Bulky Item Collection	\$ 151.94 per hour	No Bid	No Bid

# TOWN OF GORHAM, MAINE

## REQUEST FOR PROPOSALS

FY20-2022 COLLECTION & REMOVAL OF SOLID WASTE & RECYCLABLES

JUNE 1, 2020



PROPOSAL PROVIDED BY:







## Who We Are

Casella is the Northeast's most experienced resource management company, with headquarters in Rutland, Vermont. Founded in 1975 with a single truck, Casella has grown its operations to over 100 owned and/or operated facilities across six Northeastern states, providing services to residential, commercial, municipal, industrial, and institutional customers. We service nearly 200,000 customers in our Northeast operating footprint, provide curbside collection service to over 450,000 households and professional resource management services to over 10,000 customer locations across 42 states. We are the largest recycler in the Northeast, recovering nearly 800,000 tons of recyclables and 450,000 tons of organic residuals each year.

### Customer Highlights

- South Portland, ME: Casella provides automated solid waste and recycling collection to the residents of the Town of South Portland. The City engages in **Zero-Sort®** recycling.
- Buxton, ME: Casella provides manual curbside solid waste and recycling collection to the Town of Buxton. The Town participates in **Zero-Sort®** recycling.

Our vision for the Town of Gorham is to continue to bring state of the art curbside collection service to the residents of Gorham and work in partnership with the Town to help enhance the progressive and forward-thinking image that is vital for economic and cultural growth and prosperity.

Throughout the Northeast, communities like the Town of Gorham are saving money and improving their environmental footprint by making their operations leaner and more efficient. They are looking at their programs in new ways, cutting waste, and improving their bottom line.

## What We Do

As the current service provider we'll continue to learn the solid waste needs of your community. No one knows your Town better than you, but we bring a different perspective. Our experienced team applies expertise and best practice, and innovations gained through experience with hundreds of communities throughout the Northeast to recommend opportunities for improved efficiency, waste reduction, and cost savings.

Heard it before? Here's how we're different:

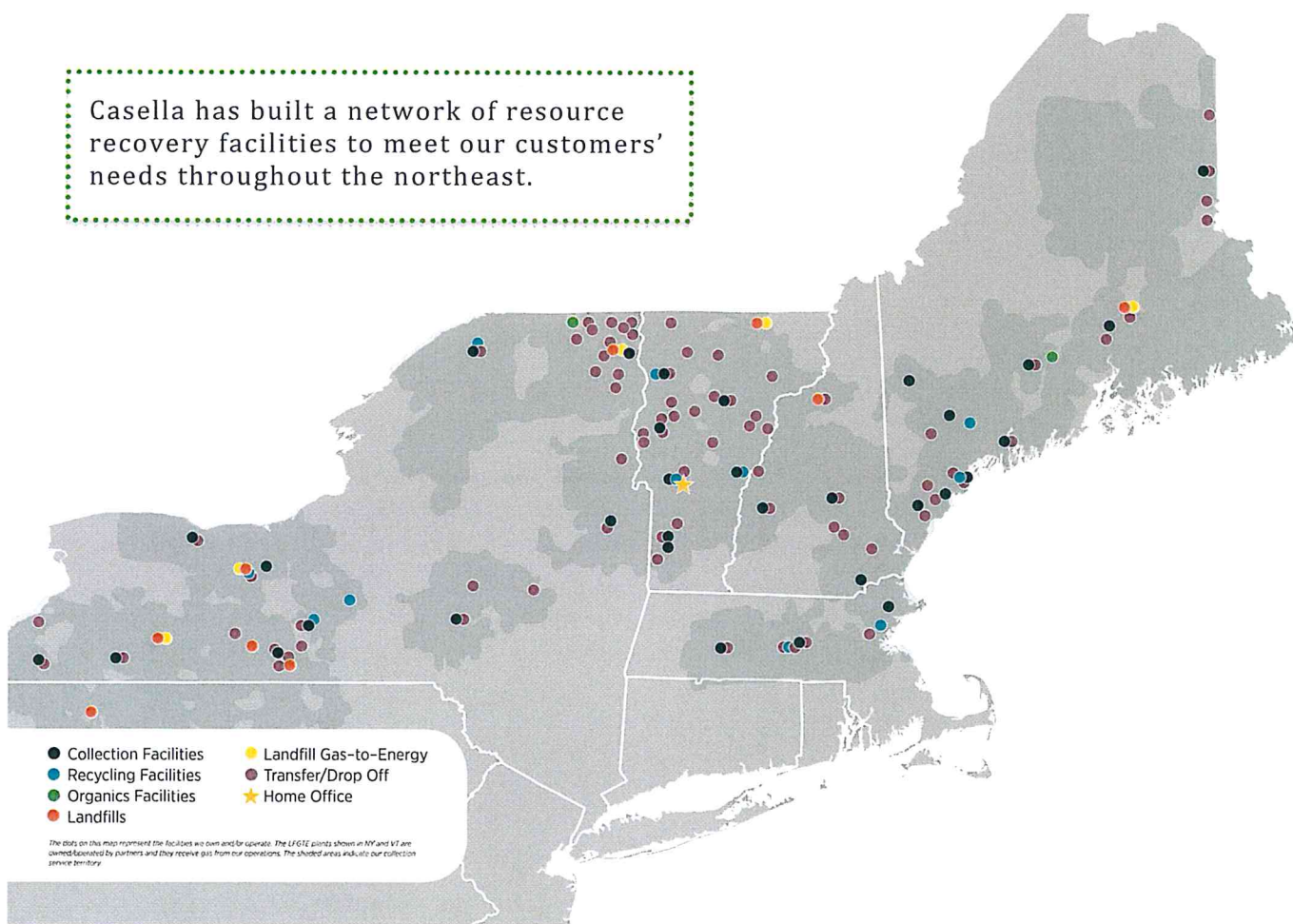
**True Sustainability:** We develop resource solutions that are sustainable in every sense of the word. They are practical and safe for your operations, cost-effective for your budget, and good for the environment.

**Experience:** We've been in this business for over three decades. We've seen fad technologies come and go, and we know what works and what lasts. We can help you cut through the noise and find the solutions that work for your community.

**Full-Service Solutions:** We provide one point of contact for all of your resource management needs, backed up by a team of experts and partners to support your organization's needs. We recycle traditional recyclables, organics, and hard-to-recycle materials. We provide collection, processing, recycling, energy recovery, disposal, and a range of education, technical assistance, reporting, and engagement programs.

**Innovation:** We love a challenge. Show us your hard-to-recycle byproducts and give us the chance to leverage our expertise and networks to put those resources to productive use.

Casella has built a network of resource recovery facilities to meet our customers' needs throughout the northeast.







Today, Casella is the preferred service provider and contracts with over 400 municipalities across the northeast. We currently provide services to the following municipalities which require similar services as the Town of Gorham:

- Kennebunk, Maine
- South Portland, Maine
- Saco, Maine

## PARTNERING FOR SUCCESS

We view all municipal work as a partnership, not as a vendor. Our over-arching goal is to provide the highest level of service and satisfaction to the Town of Gorham's Residents, who we view as Casella's and the Town's mutual customers. We see no merit where one partner wins and one partner loses. Everything we do is in the best interest of both parties and the ultimate satisfaction of the residents.

Public-Private partnership can have extensive benefits to host communities and Casella has effectively partnered with many municipalities to provide curbside collection, operate landfills, transfer stations, and recycling facilities throughout the Northeast. Some of the major benefits Casella would like to extend to the Town of Gorham, include:

- Reliable and local service
- State of the Art collection vehicles
- Company resources and experience
- Keep your community clean, safe and attractive, improving its reputation and image
- Increased recycling and diversion rates
- In-house marketing team

## How We Do It

**Commitment to Service** - Casella believes in the public-private partnership model. A basic tenet of that model includes both entities sharing all benefits available from the partnership; and both partners are involved in a state of affairs that provides a win for each. We are committed to providing consistent, professional and timely disposal services for the Town of Gorham and being environmental stewards for your community.

### COLLECTION:

**Local Service and Material Management** - The Town of Gorham will be serviced by our local hauling division at 87 Pleasant Hill Rd., Scarborough; where our administrative offices and fleet vehicles are dispatched.





**Municipal Solid Waste Disposal:**

Casella will haul the town’s municipal solid waste to ECO Maine.

**Recyclable Processing:**

Casella will haul the towns recycling to ECO Maine

Casella offers tours for municipal and Town officials at our landfills and recycling facilities. We encourage you to learn more and see our facilities in person.

**CUSTOMER SERVICE**

Casella’s Customer Care Center is available to take your call and assist Gorham’s residents. A majority of the calls we receive aren’t problems, rather they are questions or misunderstandings which can be immediately solved by a Customer Service Representative. The few situations that require more involvement entail a Customer Service Representative reaching to the appropriate operations person for prompt research and resolution. While residents will have access to our Customer Care Team, the Publics Works Department and Town Officials will have a direct line to our local operations team and Contract/ Operations Manager Jason Brown at 207-730-6790 or Jason.brown@casella.com. Prior to leaving town each service day, both drivers will check in with operations to ensure all put-outs were serviced.

**EQUIPMENT**

Casella is fully equipped to provide and maintain equipment to service the Town of Gorham in addition to being fully qualified and licensed in accordance with all applicable Federal, State and local laws. Our trucks are routinely serviced and inspected. We have ample backup equipment in our existing fleet located at our local Scarborough, Me division. Our plan, if awarded the Town of Gorham’s contract, is to continue utilizing the following equipment:

***Municipal Solid Waste:***

*Quantity:* One (1)

*Equipment Specifications:* 2013 or newer Residential collection vehicle.

***Recycling:***

*Quantity:* One (1)

*Equipment Specifications:* 2013 or newer Residential collection vehicle.



## REPORTING

Casella recognizes the importance of providing the Town with monthly and annual reports for quantities of Municipal Solid Waste, Recyclable and Bulky Waste materials.

## INSURANCE AND BONDING CAPABILITIES

Casella has the ability to meet the bonding and insurance requirements set forth in this RFP. Please see the attached certificate from our insurance agency, the Noyle Johnson Group. Casella can provide additional information needed upon further request.

## COMPLIANCE

As previously stated, Casella operates under strict compliance with all local, state, and federal regulations and laws, including E.P.A., OSHA, and D.O.T. regulations. All Town ordinances referenced in this RFP will be clearly communicated and adhered to within our organization. All necessary permits, licenses, certificates, and inspections would be provided.

## MARKETING

Through our in-house marketing and design staff, we have the ability and willingness to support the Town in designing specialized outreach and educational material tailored towards specific needs. Please see the annual Gorham calendar put together by our marketing department.

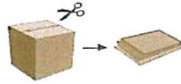
## Curbside Container Placement Guide

HELP US TO PROVIDE YOU WITH THE BEST POSSIBLE SERVICE



This guide illustrates the proper and improper placement of your curbside containers and offers tips to help with the curbside collection of materials.

### CARDBOARD HANDLING



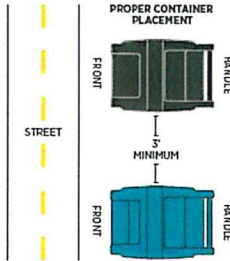
Please breakdown all cardboard so it fits into the cart with the lid closed. Cut oversized material into 2' x 2' squares.



Place containers at the curb the night before pickup day

### CONTAINER DO'S

- Keep containers on a hard, level surface clear of snow and other landscaping debris and no more than 6' from edge of curb.
- Please allow containers a 3' perimeter of clearance from obstructions such as parked cars, trees, mailboxes and utility poles. There must also be a 15' over head clearance from any low hanging tree branches or power lines, etc.
- If you have more than one cart placed at the curb, please set them side by side as indicated in the illustration with at least 3' of clearance between the containers.
- Please call **800-CASELLA** to schedule an extra item pickup if you have extra large or additional materials that do not fit inside your curbside containers.



### CONTAINER DON'TS



Containers must remain upright for pickup

Keep all materials inside the container

Do not place containers back to back

Keep container clear of all obstructions



CASELLA RESOURCE SOLUTIONS

Learn more at [casella.com](http://casella.com)





REFERENCES FROM OTHER MUNICIPALITIES:

We believe the best testament to our performance comes from our customers. Should you wish to reach out to some of your neighboring communities, the following list would certainly be willing to share their experiences in partnering with Casella.

MUNICIPALITY	REFERENCE & CONTACT INFORMATION	SERVICE PROVIDED BY CASELLA
Scarborough	Michael Shaw- Director of Public Works 259 U.S. Route 1 Scarborough, ME 04074 Phone Number: (207) 730-4400 Email: mshaw@ci.scarborough.me.us	Casella provides automated curbside solid waste and recycling collection services to the Town of Scarborough. Casella also brought a cart based recycling service to small businesses in town. The Town engages in <b>Zero-Sort®</b> recycling. <i>(Approximately 19,000 residents)</i>
Westbrook	Eric Dudley- Director, Engineering & Public Works 2 York Street Westbrook, ME 04092 Phone: (207 )854-0660 Email: edudley@westbrook.me.us	Casella provides automated curbside solid waste and recycling collection services to the City of Westbrook. Casella also brought a cart based recycling service to small businesses in town. The City engages in <b>Zero-Sort®</b> recycling. <i>(Approximately 18,500 residents)</i>
South Portland	Doug Howard- Director of Public Works 42 O'Neil Street South Portland, ME 04106 Phone: (207) 767-7635 Email: dhoward@southportland.org	Casella provides automated curbside solid waste and recycling collection services to the City of South Portland. The City engages in <b>Zero-Sort®</b> recycling. <i>(Approximately 26,000 residents)</i>
Saco	Patrick Fox, Director of Public Works 300 Main Street Saco, ME 04072 Phone Number: (207) 284-6641, x526 Email: pfox@sacomaine.org	Casella provides automated curbside solid waste and recycling collection services to the City of Saco. The City engages in <b>Zero-Sort®</b> recycling. <i>(Approximately 19,500 residents)</i>
Kennebunk	Michael Pardue, Town Manager 1 Summer Street Kennebunk, ME 04043 Phone Number: (207) 985-2102 Email: mpardue@kennebunkmaine.us	Casella provides automated curbside solid waste and recycling collection services to the Town of Kennebunk. In addition to the residential collection services, Casella services the beach, park and public space receptacles. The Town engages in <b>Zero-Sort®</b> recycling. <i>(Approximately 11,000 residents)</i>
Biddeford	Jeff Demers- Director of Public Works 205 Main Street Biddeford, ME 04005 Phone: (207) 282-1579 Email: gcasavant@biddefordmaine.org	Casella provides automated curbside solid waste and recycling collection services to the City of Biddeford. The City engages in <b>Zero-Sort®</b> recycling. <i>(Approximately 21,500 residents)</i>

## The Concept of Integrated Solid Waste Management - How Casella Applies This:

Most Preferred



Least Preferred

### Waste Reduction & Prevention:

- Prevention at the source
- Public education and partnerships

### Recycling & Reuse:

- Using materials in their current state to make new products
- Transforming "waste" into raw materials, ready to be used for another product

### Resource Recovery:

- Anaerobic Digestion
- Recovering energy from waste prior to disposal
- Refuse derived fuel

### Landfills:

- Safe disposal of waste
- To be considered once all other options have been explored and ruled out

Please see the additional information below describing how Casella implements each of the four concepts:

### WASTE REDUCTION & PREVENTION

We live in a closed-loop environment. Everything is connected. An innovative approach to managing today's waste includes the realization that renewing the life-cycle of the products our communities consume is a critical step in reducing waste. The concept of managing solid waste means giving trash new purpose and new life. It's about turning waste into a resource.

Casella believes that improving the lives of our customers and those in the communities we serve encompasses the three pillars of sustainability:

1. Economic Development
2. Environmental Leadership
3. Social Responsibility







Casella encourages waste prevention and increases diversion rates by educating communities and institutions on what can and unfortunately sometimes cannot be recycled. We do this through marketing material and consistent communication with the municipalities we partner with.

## RECYCLING AND REUSE

**Zero-Sort®** recycling is Casella’s trademarked single-stream recycling system, which helps customers and communities reduce costs and ease participation by placing all recyclable materials into a single bin. Casella then sorts the materials at state-of-the-art processing facilities and prepares them to be remarketed.

Our goal with recycling is to produce high quality materials that manufacturers actively seek out for their products.

*We take pride in the quality of our recycled material, and to protect it, we are willing to invest considerable time and energy. This is an essential component of building a thriving recycling industry.*

## RESOURCE RECOVERY

**Anaerobic Digestion** - Casella Organics operates the first farm-based anaerobic digester in the state of Massachusetts that co-digests manure and source separated organics. Anaerobic digestion produces renewable energy and fertilizer – recovering both power and valuable nutrients from the “recycled” residuals.

**Gas-To-Energy** - Casella is recovering landfill gas so we can use it as an energy resource. When the organic material in solid waste decomposes in a landfill, it naturally generates a mixture of gases known as landfill gas. Landfill gas is a mixture of approximately equal parts methane and carbon dioxide, along with other trace gases such as water vapor. To capture this gas before it escapes to the air, we use a series of wells connected to a powerful vacuum to actively pull it to our power generation plants. Here, we convert the methane gas to electricity.

Our landfills generated over 229,000 megawatt hours of renewable electricity last year. The majority of our landfills convert landfill gas into energy by burning methane that produces electricity to be placed on the grid. Today we produce enough electricity to power over 30,000 homes annually.



Benefits:

- Improves local air quality
- Generates clean domestic energy
- Directly reduces emissions of methane, a powerful greenhouse gas
- Further reduces greenhouse gas emissions by offsetting the use of fossil fuels

## LANDFILLING

We envision our landfills evolving into multi-use renewable energy parks, and we actively invest our time and resources to make this vision a reality. For materials that cannot be renewed, our modern landfills are operated to provide safe and secure disposal in an environmentally sound manner. Every minute our landfills can capture 7.5 million BTU's of gas for conversion into renewable energy.

Casella is one of the largest landfill operators in the Northeast, safely managing the disposal of over 3 million tons of solid waste each year. Our network of transfer stations and landfill disposal sites are well positioned to service most major municipalities and communities across the region, in addition to transportation assistance and solidification services.

The municipalities Casella has partnered with throughout the Northeast have found it advantageous to partner with a private waste and recycling company in order to keep costs down, increase recycling rates and best meet the needs of the community.

## DECLARATION OF ADDENDA

Having fully examined, read, and in understanding of the specifications for this partnership and being familiar with all of the conditions surrounding the proposed work, including any addenda for which receipt of is acknowledged below, Casella proposes to complete all work as specified in this request for proposals.

## PROPOSAL EXCEPTIONS:

If awarded the contract, we have proposed additional nuances of the agreement which we would like to call to your attention for review. Please see below:

1. Casella would request a mutually agreeable Fuel Surcharge if fuel should exceed \$4.25/gallon at any time during the contract.
2. Casella observes the following holidays. If the holiday occurs before or on the collection



day, the route will be delayed one business day. (New Years, Fourth of July, Thanksgiving, and Christmas).



CERTIFICATE OF AUTHORITY  
(Corporations Only)

At a duly authorized meeting of the Board of Directors of Pine Tree Waste, Inc., it was voted that John W. Casella, President or Nate Chapman, Authorized Person, are authorized to execute all bid and contract documents related to the Town of Gorham, Maine's Municipal Solid Waste and Recycling Material Curbside Collection Services Including Municipal Buildings invitation to bid, in the name of and on behalf of Pine Tree Waste, Inc., on behalf of this Company, and affix its corporate seal hereto; and such execution of any application obligation in this Company's name and on its behalf; said obligation to be valid and binding upon this Company.

A True Copy Attested,


Company Name: Pine Tree Waste, Inc.

Address: 110 Main Street, Suite 1308  
Saco, ME 04072

Name & Title of Signatory: John W. Casella, President and Secretary

Date: May 13, 2020

I hereby certify that I am President and Secretary of Pine Tree Waste, Inc.; that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature:  \_\_\_\_\_



# State of Maine



## Department of the Secretary of State

*I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.*

*I further certify that PINE TREE WASTE, INC., formerly PINE TREE WASTE SERVICES OF MAINE, INC. is a duly organized business corporation under the laws of the State of Maine and that the date of incorporation is November 25, 1997.*

*I further certify that said business corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said corporation is a legally existing business corporation in good standing under the laws of the State of Maine at the present time.*

*In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this thirteenth day of May 2020.*



A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap  
Secretary of State

May 21, 2020

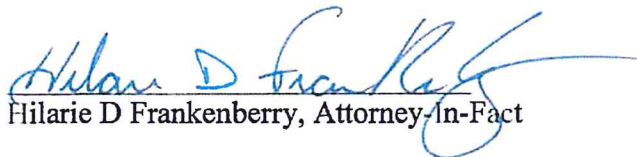
Town of Gorham  
75 South Street, Suite 1  
Gorham, Maine 04038

To Whom It May Concern:

We have reviewed the Proposal of Pine Tree Waste, Inc., for the Municipal Solid Waste and Recycling Material Curbside Collection Services Including Municipal Buildings. We understand that Proposals will be received on June 1, 2020 for the above project, and wish to advise that should this Proposal be accepted and the Contract awarded to Pine Tree Waste, Inc., Evergreen National Indemnity Company will provide the required Bond.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A- A.M. Best Rating and duly licensed to do business in the Maine.

By: Evergreen National Indemnity Company

  
Hilarie D Frankenberry, Attorney-In-Fact



**EVERGREEN NATIONAL INDEMNITY COMPANY**  
MAYFIELD HEIGHTS, OH  
POWER OF ATTORNEY

POWER NO. BID CONSENT

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: **\*\*\*Hilarie D Frankenberry\*\*\***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*  
Matthew T. Tucker, President  
By: *David A. Canzone*  
David A. Canzone, CFO

Notary Public)  
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

*Penny M. Hamm*  
Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 21st day of May, 2020.



*Wan C. Collier*  
Wan C. Collier, Secretary





STATE

of  
MAINE

DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
BUREAU OF INSURANCE  
CERTIFICATE OF AUTHORITY

*This is to certify that:*

**EVERGREEN NATIONAL INDEMNITY COMPANY**

is authorized, Pursuant to Title 24-A MRSA Chapter 5 to transact, the kinds of insurance listed below which are specifically designated by the following numerals:

28

*This License is perpetual until such time as the Authority is suspended, revoked, or otherwise modified or terminated by the Superintendent of Insurance to all provisions and restrictions of Law of the State of Maine now or hereafter enacted.*

- |                                     |                               |                          |                             |               |
|-------------------------------------|-------------------------------|--------------------------|-----------------------------|---------------|
| 01. Life(Including Credit Life)     | 10. Fire                      | 19. Medical Malpractice  | 28. Surety                  | 37. Blank     |
| 02. Health(Including Credit Health) | 11. Allied Lines              | 20. Earthquake           | 29. Glass                   | 38. Blank     |
| 03. Variable Life                   | 12. Farmowners Multiple Peril | 21. Workers Compensation | 30. Burglary and Theft      | 39. Blank     |
| 04. Variable Annuity                | 13. Homeowners Multiple Peril | 22. Other Liability      | 31. Boiler and Machinery    | 40. Title     |
| 05. Blank                           | 14. Commercial Multiple Peril | 23. Products Liability   | 32. Credit                  | 41. Blank     |
| 06. Blank                           | 15. Mortgage Guaranty         | 24. Auto Liability       | 33. Federal Flood Insurance | 42. Blank     |
| 07. Blank                           | 16. Ocean Marine              | 25. Auto Physical Damage | 34. Blank                   | 43. Blank     |
| 08. Blank                           | 17. Inland Marine             | 26. Aircraft(All Perils) | 35. Blank                   | 44. Blank     |
| 09. Blank                           | 18. Financial Guaranty        | 27. Fidelity             | 36. Blank                   | 45. Road Club |

ISSUE DATE: JUL 21, 2003

LICENSE #: PCF 96999

NAIC #: 12750

MAINE SUPERINTENDENT OF INSURANCE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

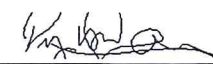
<b>PRODUCER</b> Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	<b>CONTACT NAME:</b> Amanda Mercier
	<b>PHONE (A/C, No, Ext):</b> (802) 223-8072 <b>FAX (A/C, No):</b> (802) 223-7515 <b>E-MAIL ADDRESS:</b> casella@nwjinsurance.com
<b>INSURED</b> Casella Waste Services, Inc., Pine Tree Waste, Inc. 87 Pleasant Hill Road Scarborough ME 04074-8333	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Lexington Insurance Co.      19437
	<b>INSURER B:</b> Old Republic Insurance Co.      24147
	<b>INSURER C:</b> The Cincinnati Casualty Company      28665
	<b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____

**COVERAGES**      **CERTIFICATE NUMBER:** PTW Scarborough 2020#2      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2020	04/30/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			MWTB 311995 20	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 311994 20	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWZX 315503 20	04/30/2020	04/30/2021	\$2M Excess \$5M Auto Liability      2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2020	04/30/2021	\$3M Excess \$7M Auto Liability      3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Town of Gorham 75 South Street, Ste 1 Gorham, ME 04038	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Timothy Ayer/NBOIVI 

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## TOWN OF GORHAM

### Invitation to Bid

#### MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIAL CURBSIDE COLLECTION SERVICES INCLUDING MUNICIPAL BUILDINGS

Sealed bids for furnishing municipal solid waste and recyclable material curbside collection services including municipal buildings to the Town of Gorham, Maine as specified below, in the attached specifications and proposal, will be received by the Public Works Director located at 80 Huston Road, Town of Gorham, until 10:00 AM, Monday, June 1, 2020 at which time, they will be publicly opened and read aloud.

There will be a mandatory pre-bid conference to be held with all prospective bidders and the Town of Gorham to discuss the bid and associated services and answer any questions regarding the work on Monday May 11, 2020 at 10:00AM. This will be conducted via video or phone and the bidder will contact the Public Works Director for detailed instructions in order to attend. All prospective bidders are required to attend. Failure to attend the pre-bid conference may ultimately result in the rejection of the bidder's proposal.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked "Municipal Solid Waste And Recyclable Material Curbside Collection Services Including Municipal Buildings" and shall be addressed to the Public Works Director at the above address. Bids can be hand-delivered to the Public Works Director or mailed. The Mailing address is 75 South Street, Suite 1, Gorham ME 04038. If mailed it is recommended that the bidder call to ensure the bid has been received by the Public Works Director well in advance of the bid opening date.

The bidder shall state prices for each separate item of work as called for on the bid forms. These prices are to cover all expenses incidental to the completion of the work in full conformity with the Bid and Contract documents. The prices must be stated in both words and figures. In the event of a discrepancy between the prices written in words and the prices written in figures, the prices written in words shall govern. The bidder must attach a separate sheet to his bid listing any deviation from the minimum specifications shown. If no attachment is provided, it will be assumed that the item being bid meets the minimum specifications.

Questions regarding the specifications or bidding process may be directed to Robert Burns, Public Works Director, at 892-9062 or [rburns@gorham.me.us](mailto:rburns@gorham.me.us)

If the service offered by a bidder under the attached specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it shall be determined by the Town, in its sole discretion, that these minor variations from the specifications do not prevent the service being bid from being performed as satisfactorily or from being as good as service fully meeting these specifications, then these minor variations from the specifications may be waived by the Town, if it deems it to be to its advantage, and the service with the waived variations in specifications will be accepted as fully meeting these specifications.

Since service in accordance with the schedule is required, the Town may include bidder's ability to make timely delivery as well as price in determining the award of this bid.

The successful bidder will be obligated to sign a standard Town of Gorham contract and shall maintain a presence in the Southern Maine area to provide timely service to the Town as required. The work under this contract will begin July 1, 2020.

With its bid, each bidder must submit proof from the Secretary of State's office that they are authorized to conduct business in the State of Maine.

It is the custom of the Town of Gorham to pay its bills within 30 days following delivery of and receipt of invoices for service completed and covered by the purchase order. In submitting bids under attached specifications, bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes and Sales Taxes.

The Town of Gorham reserves the right to waive all informalities in bids, to accept any bid or any portion thereof, or to reject any or all bids should it deem, in its sole judgment, that such a course is in its best interest. Except as otherwise required by law or as specifically provided to the contrary herein, the Town shall determine the award of this bid in accordance with its purchasing ordinance.

Robert Burns, Director  
Department of Public Works

Date: May 1, 2020



**Bid Form  
ALTERNATE #1**

The UNDERSIGNED hereby declare that the only persons interested in this bid as the principal bidder; that it is made without any connections with any other person making any bid for this work; that he has carefully examined the location of the proposed work, the Specifications, the plans and the plans therein referred to; and he proposes and agrees if the proposal is accepted, to furnish and provide all machinery, tools, apparatus and other means of completion of the work and furnish all the materials necessary to complete the work in the manner prescribed, and according to the requirements as therein set forth and that he will take in full the following sums entered below on this bid form.

NOTE: The item descriptions below are brief and it is understood each item includes all labor, materials and equipment necessary to complete the work in accordance with the specification.

The UNDERSIGNED hereby proposes to furnish curbside collection service for municipal solid waste and recyclable material to the Town of Gorham, Maine, in accordance with the attached Invitation to Bid and Specifications, all dated June 1, 2020, and at the following price, warranty, and delivery time:

**Year One – July 1, 2020 to June 30, 2021**

Curbside Collection – Solid Waste & Recyclables	Bid Price \$	<u>630,867.00</u>	
Bid Price Written:	<u>Six hundred thirty thousand eight hundred sixty-seven dollars.</u>		
Municipal Buildings Collection	Bid Price \$	<u>50,000.00*</u>	
Bid Price Written:	<u>Fifty Thousand Dollars.</u>	<u>See Appendix A</u>	
Bulky Item Curbside Collection	Bid Price \$	<u>125.00</u>	Per <u>hour</u> item
Bid Price Written:	<u>One hundred twenty-five dollars</u>		

**Year Two – July 1, 2021 to June 30, 2022**

Curbside Collection – Solid Waste & Recyclables	Bid Price \$	<u>649,793.00</u>	
Bid Price Written:	<u>Six hundred forty-nine thousand Seven hundred ninety-three dollars.</u>		
Municipal Buildings Collection	Bid Price \$	<u>51,500.00*</u>	
Bid Price Written:	<u>Fifty-one thousand five hundred dollars</u>	<u>See Appendix A</u>	
Bulky Item Curbside Collection	Bid Price \$	<u>131.25</u>	Per <u>hour.</u> item
Bid Price Written:	<u>One hundred thirty-one dollars &amp; 25/100.</u>		

Year Three – July 1, 2022 to June 30, 2023

Curbside Collection – Solid Waste & Recyclables

Bid Price \$ 669,287.00

Bid Price Written: Six hundred sixty-nine thousand two hundred eighty-seven dollars

Municipal Buildings Collection

Bid Price \$ 53,045.00\*

Bid Price Written: Fifty three thousand & forty-five dollars

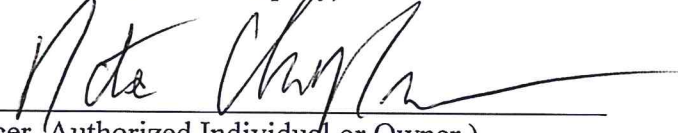
*See appendix A*

Bulky Item Curbside Collection

Bid Price \$ 137.81 Per <sup>hour</sup> item

Bid Price Written: One hundred thirty-seven dollars & 81/100

Signed: Casella Waste Systems, Inc Date May 28, 2020  
(Corporation, Firm or Company)

By:   
(Officer, Authorized Individual or Owner)

Title: General Manager

Mailing Address: 87 Pleasant Hill Rd.

Scarborough, me 0 Zip Code 04074

Telephone 207-888-9777 Fax 207-883-1954

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.



**Bid Form  
ALTERNATE #2**

The UNDERSIGNED hereby declare that the only persons interested in this bid as the principals are named on this form; that it is made without any connections with any other person making any bid for the same work, that he has carefully examined the location of the proposed work, the Specifications, the proposed form of contract and the plans therein referred to; and he proposes and agrees if the proposal is accepted, that he will contract with the Town of Gorham to provide all machinery, tools, apparatus and other means of constructions, and to do all the work and furnish all the materials necessary to complete the work in the manner and time therein prescribed, and according to the requirements as therein set forth and that he will take in full payment therefore the following sums entered below on this bid form.

NOTE: The item descriptions below are brief and it is understood each item includes all labor, materials and equipment necessary to complete the work in accordance with the specification.

The UNDERSIGNED hereby proposes to furnish curbside collection service for municipal solid waste and recyclable material to the Town of Gorham, Maine, in accordance with the attached Invitation to Bid and Specifications, all dated June 1, 2020, and at the following price, warranty, and delivery time:

**Year One – July 1, 2020 to June 30, 2021**

Curbside Collection – Solid Waste & Recyclables Bid Price \$ 625,225.00  
Bid Price Written: Six hundred twenty-five thousand two hundred twenty-five dollars.

Municipal Buildings Collection Bid Price \$ 50,000.00 \*  
Bid Price Written: fifty thousand dollars See Appendix A

Bulky Item Curbside Collection Bid Price \$ 125.00 Per <sup>hour</sup> item  
Bid Price Written: One hundred twenty-five dollars

**Year Two – July 1, 2021 to June 30, 2022**

Curbside Collection – Solid Waste & Recyclables Bid Price \$ 643,982.00  
Bid Price Written: Six hundred forty-three thousand nine hundred eighty-two dollars.

Municipal Buildings Collection Bid Price \$ 51,500.00 \*  
Bid Price Written: fifty-one thousand five hundred dollars See Appendix A

Bulky Item Curbside Collection Bid Price \$ 131.25 Per <sup>hour</sup> item  
Bid Price Written: One hundred thirty-one dollars @ 25/100

**Year Three – July 1, 2022 to June 30, 2023**

Curbside Collection – Solid Waste & Recyclables Bid Price \$ 663,301.00  
Bid Price Written: Six hundred sixty-three thousand three hundred one dollars

Municipal Buildings Collection Bid Price \$ 53,045.00 \*  
Bid Price Written: fifty-three thousand forty-five dollars See Appendix A

Bulky Item Curbside Collection Bid Price \$ 137.81 Per <sup>hour</sup> item  
Bid Price Written: One hundred thirty-seven dollars @ 81/100

**Year Four – July 1, 2023 to June 30, 2024**

Curbside Collection – Solid Waste & Recyclables

Bid Price \$ 683,200.00

Bid Price Written: Six hundred eighty three thousand two hundred dollars

Municipal Buildings Collection

Bid Price \$ 54,636.00

Bid Price Written: fifty four thousand six hundred thirty six dollars

\* See Appendix A

Bulky Item Curbside Collection

Bid Price \$ 144.70 Per <sup>Hour</sup> ~~item~~

Bid Price Written: One hundred forty-four dollars & 70/100

**Year Five – July 1, 2024 to June 30, 2025**

Curbside Collection – Solid Waste & Recyclables

Bid Price \$ 703,696.00

Bid Price Written: Seven hundred three thousand six hundred ninety-six dollars

Municipal Buildings Collection

Bid Price \$ 56,275.00

Bid Price Written: fifty six thousand two hundred seventy-five dollars

\* See Appendix A

Bulky Item Curbside Collection

Bid Price \$ 151.94 Per <sup>hour</sup> ~~item~~

Bid Price Written: One hundred fifty-one dollars & 94/100

Signed: Casella Waste Systems, Inc. Date May 28, 2020  
(Corporation, Firm or Company)

By: [Signature]  
(Officer, Authorized Individual or Owner)

Title: General Manager

Mailing Address: 87 Pleasant Hill Rd.  
Scarborough Me

Zip Code 04074

Telephone 207-883-9777 Fax 207-883-1954

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.



**Bid Form**  
**ALTERNATE #3**

The UNDERSIGNED hereby declare that the only persons interested in this bid as the principals are named on this form; that it is made without any connections with any other person making any bid for the same work, that he has carefully examined the location of the proposed work, the Specifications, the proposed form of contract and the plans therein referred to; and he proposes and agrees if the proposal is accepted, that he will contract with the Town of Gorham to provide all machinery, tools, apparatus and other means of constructions, and to do all the work and furnish all the materials necessary to complete the work in the manner and time therein prescribed, and according to the requirements as therein set forth and that he will take in full payment therefore the following sums entered below on this bid form.

NOTE: The item descriptions below are brief and it is understood each item includes all labor, materials and equipment necessary to complete the work in accordance with the specification.

The UNDERSIGNED hereby proposes to furnish curbside collection service for municipal solid waste and recyclable material to the Town of Gorham, Maine, in accordance with the attached Invitation to Bid and Specifications, all dated June 1, 2020, and at the following price, warranty, and delivery time:

**Year One – July 1, 2020 to June 30, 2021**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ 620,434.00  
Bid Price Written: Six hundred twenty thousand four hundred thirty-four dollars.\*

Municipal Buildings Collection Bid Price \$ 50,000.00 See Appendix A  
Bid Price Written: fifty thousand dollars

Bulky Item Curbside Collection Bid Price \$ 125.00 Per <sup>Hour</sup> item  
Bid Price Written: One hundred twenty-five dollars

**Year Two – July 1, 2021 to June 30, 2022**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ 634,692.00  
Bid Price Written: Six hundred thirty four thousand six hundred ninety-two dollars

Municipal Buildings Collection Bid Price \$ 51,500.00\*  
Bid Price Written: Fifty-one thousand five hundred dollars See Appendix A

Bulky Item Curbside Collection Bid Price \$ 131.25 Per <sup>Hour</sup> item  
Bid Price Written: One hundred thirty-one dollars & 25/100

**Year Three – July 1, 2022 to June 30, 2023**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ 649,378.00  
Bid Price Written: Six hundred forty-nine thousand three hundred seventy-eight dollars

Municipal Buildings Collection Bid Price \$ 53,045.00\*  
Bid Price Written: Fifty three thousand forty-five dollars See Appendix A

Bulky Item Curbside Collection Bid Price \$ 137.81 Per <sup>Hour</sup> item  
Bid Price Written: One hundred thirty seven dollars & 81/100

**Year Four – July 1, 2023 to June 30, 2024**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ 664,505.00

Bid Price Written: Six hundred sixty-four thousand five hundred & five dollars.\*

Municipal Buildings Collection

Bid Price \$ 54,636.00

Bid Price Written: Fifty-four thousand six hundred thirty six dollars

See Appendix A

Bulky Item Curbside Collection

Bid Price \$ 144.70 Per <sup>Hour</sup> item

Bid Price Written: One hundred forty four dollars 70/100.

**Year Five – July 1, 2024 to June 30, 2025**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ 680,086.00

Bid Price Written: Six hundred eighty thousand Eighty Six dollars\*

Municipal Buildings Collection

Bid Price \$ 56,275.00 See Appendix A

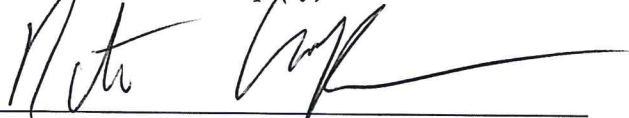
Bid Price Written: fifty six thousand two hundred seventy five dollars

Bulky Item Curbside Collection

Bid Price \$ 151.94 Per <sup>Hour</sup> item

Bid Price Written: One hundred fifty one dollars 94/100

Signed: Casella Waste Systems Inc. Date May 28, 2020  
(Corporation, Firm or Company)

By:   
(Officer, Authorized Individual or Owner)

Title: General Manager

Mailing Address: 87 Pleasant Hill Rd.

Scarborough, ME Zip Code 04074

Telephone 207-883-9777 Fax 207-883-1954

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.





**Appendix A:**

**Page 10-16 Section H Instructional Materials**

The cost to produce 6300 tri-fold cart brochures in knob clear bags is \$2500.00. These will be attached to each cart when Cascade distributes the carts to each home.

**Page 10-15 #8 Delivery of Containers**

Cascade Carts assembles and delivers the cart to each home.

**Page 10-13 Section 14B**

Tools required to fix the carts, we will provide one of each:

Pickle fork/ball joint separator for the lid

Small pick for the wheels on 32 gallon.

**Page 10-7 ALT BID #3**

If the ASL bid is accepted, then we will need to order trucks. They are 8-10 months out.

The monthly billing to the town will based on alt. #2 bid Year 1 pricing at \$625,225.00 or \$52,102.08 per month.

**Page 10-21 TOWN BUILDINGS:**

If we aren't awarded the curbside collection bid then we will not be servicing the municipal buildings and withdraw our bid. The pricing for this service is based on our trucks already being in town.

**Pre-Bid Contamination**

If the Town is assessed a contamination fee for recyclables that are delivered by Casella Waste Systems, Inc. to EcoMaine on behalf of Town, the Town will be responsible for the contamination fees.

**Fuel Surcharge**

If diesel fuel for highway use costs rise above four dollars and twenty five cents (\$4.25) per gallon, Casella reserves the right to charge the Town a fuel surcharge. The price fuel surcharge will be calculated using the applicable Energy Information Administration (EIA) Index for the Region. Further information on the EIA Index is available at:

<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>

Nate, Casella Waste

Cell: 751-5183

(Not available from  
3-4 pm)

**RESIDENTIAL CURBSIDE COLLECTION CONTAINERS  
INTENDED TO BE USED WITH ALTERNATE #3**

Specifications for 30-40, 60-70 Gallon Size  
Universal Rollout Waste Containers  
for Fully-Automated and Semi-Automated  
Waste/Recycling Collection

**A. TITLE PAGE**

Manufacturer Cascade Engineering

Contact Low Russell

Address 4950 37<sup>th</sup> St., SE

State/Zip Grand Rapids, MI 49512

Telephone No 413.320.6959

**B. TABLE OF CONTENTS**

Include a clear identification of the materials by section and by page number.

**C. LETTER OF TRANSMITTAL (Limit to one or two pages)**

1. Briefly state the bidder's understanding of the work to be done and make a commitment to perform the work within the time period specified in this request for proposals. Give details of bidder's anticipated project approach.
2. Give the names of the persons who will be authorized to make representations for the proposal, their titles, addresses and phone numbers.

**D. BIDDER PROFILE**

1. Indicate whether the bidder represents a local, national or international company.
2. List the number of years the bidder has continuously produced/manufactured containers for automated and semi-automated rubbish removal. Manufacturer must have a minimum of five (5) years experience.
3. Give the location of the office from which the work is to be done, and the number of partners, office managers, supervisors, seniors, and other professional staff employed at that office.
4. Describe the range of activities performed by the local office.



5. Point of Manufacture:

- a. The bidder certifies container body or lid will not be manufactured by a sub-contractor, out of house control.
- b. If the bidder is a distributor or dealer, then the proposal must include a statement from the manufacturer which owns the brand that all container bodies and lids will be manufactured by its own majority owned plants and not subcontracted.
- c. Describe any sub-consultants to be used. Subcontracting of any portion of this purchase is absolutely forbidden without first obtaining prior written consent from the Town Manager.
- d. Units will be preassembled before distribution to Gorham residents.

**E. CONTAINER SPECIFICATIONS**

1. Model Number:

Enter the exact model number of the container to be supplied:

30-40 gallon container being proposed is a 32 gallon Sterling Series

Enter the exact model number of the container to be supplied:

60-70 gallon container being proposed is a 64 gallon Sterling Series

Bidder will include model specific literature with proposal documents.

2. Manufacturing Processes and Materials:

- a. The roll-out container shall consist of a body, lid, micro chip, wheels, axle, and necessary accessories.
- b. Manufacturing processes will conform to all applicable industry standards, including most current ANSI, ASTM, ASPE and UL standards.
- c. Plastic material - All plastic materials must be 100% recyclable. Plastic resin must be first-quality, low or high density polyethylene supplied by a national petro-chemical producer.
- d. Bidder will state maximum percentage of post-consumer recycled plastic to be included in container body and lid for a positive environmental impact. The percentage is 25 %.
- e. Bidder will submit original technical data sheet(s) from the resin producer, which, verify that the resin to be used in the containers body and lid will meet the specifications herein.
- f. Carts will become the property of the Town of Gorham's at the end of the contract.

3. Performance Testing:

Bidder shall submit performance testing that their containers have undergone. The tests shall be certified by an outside engineering firm. At a minimum the following test certifications shall be submitted:

- a. Semi-Automated Lifter Life Cycle
- b. Stability (Wind)
- c. Drop Test

- d. Bottom Wear
- e. Lid/Hinge
- f. Pin Life Cycle Test
- g. Wheel Test, and
- h. Temperature Rating

4. Resin Additives:

- a. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor which must be uniformly distributed throughout the finished container.
- b. The container shall be stabilized against ultraviolet rays by an additive to the plastic resin. State the percentage used in cart production: .3%
- c. Please state the percentage by weight concentration of color pigmentation to be compounded in production of the cart. \_\_\_\_\_% See attached Hot Melt Blending Statement.

5. Equipment Requirements:

- a. The rollout container must be compatible with the industry standard, fully-automated arm lifters as well as the standard American semi-automated bar-locking lifters.
- b. Container will meet the most current A.N.S.I. Z245.30 and Z265.60 requirements.
- c. The body walls shall have a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment.
- d. The interior surface shall be smooth and free from crevices, recesses, projections, and other obstructions where refuse could become entrapped.
- e. The container shall be designed to have a container bottom that meets industry standards.
- f. The container bottom should be reinforced to prevent wear and tear from normal use and should be designed to prevent rainwater and rodents from entering the container.
- g. Wall Thickness: Wall thickness at the critical wear points (i.e., container bottom, handle, lift mechanism).

30-40 gallon – State wall thickness here: Min. .140 inches.  
 State wall thickness at critical wear points here: Min. .150 inches  
60-70 gallon – State wall thickness here: Min. .160 inches.  
 State wall thickness at critical wear points here: min. .165 inches

- h. Bidder agrees to include an independent test result, certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest U.S. gallon).

6. Dimensions:

The dimensions of the completely assembled container shall be as follows:

30-40 gallon:

- a. Height: State the height 36.75 ”
- b. Depth: State the depth 26 ”
- c. Width: State the width 19 ”
- d. Lift-over or Loading Height 35.5 ”
- e. Product Weight 19.75 lbs.
- f. Load Rating 112 lbs.



g. Capacity 32 gallons

60-70 gallon:

- h. Height: State the height 44 ”
- i. Depth: State the depth 26.5 ”
- j. Width: State the width 22 ”
- k. Lift-over or Loading Height 38.75 ”
- l. Product Weight 28 lbs.
- m. Load Rating 224 lbs.
- n. Capacity 64 gallons

- a. The container must be equipped with a rear handle.
- b. The handles shall be designed to afford the user positive control of the loaded container.

7. Container Lid:

- a. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or otherwise becomes unserviceable.
- b. The lid must be designed to disallow entry of rain when in a closed position and to discourage rain or snow accumulation on the lid.
- c. The lid must be attached to the container.
- d. The lid must have instructions hot stamped in white lettering, including directions about appropriate contents (i.e. garbage or type of recycling), safe use of container, etc.

8. Wheels and Axles:

- a. Each container shall be equipped with an axle and two wheels.
- b. Wheels:
  - i. Wheels should be capable of supporting 300 lbs
  - ii. Wheels should be constructed of high-density polyethylene or rubber.
- c. Axle: The axle shall be environmentally resistant to rust and be a minimum of 5/8” solid in diameter.
- d. Fasteners: Any parts used to secure wheels should be vandal-proof.

9. Stability:

- a. The container will be stable and self-balancing when in the upright position, either loaded or empty, certified by an engineer.
- b. The container will be designed to withstand winds of at least 35 mph when empty.
- c. The empty container shall remain upright when the lid is opened or released from an upright position.

10. Mobility:

The container shall be designed to facilitate ease in moving and tipping.

11. Lift System:

- a. The container shall be equipped with attachment points which make it compatible on standard American semi-automated bar locking lifters and fully-automated arm lifters.
- b. The upper lift point must be designed to withstand over ten years of lifter activity.
- c. The lower bar must be designed to withstand over ten years of lifter attachment. Please specify price difference between metal or plastic lift-bar.

## 12. Markings

Each cart will be permanently marked with letters/numbers as follows:

- a. Serial Numbers – Each cart must have an eight digit serial number, hot stamped, in white, on the front or side of its body. The manufacturer will coordinate serial numbers with the Town prior to production of the carts.
- b. The serial number will include a two digit code which will identify the size of container and year of manufacture.
- c. The name of the Town and Town of Gorham's logo will be hot stamped in white lettering on both sides of the container. Bidders can include information regarding their graphic arts capabilities over and above the minimum requested herein.
- d. Instructions for safe use of the container must be highly visible white lettering, either hot stamped or molded onto the lid. The instructions shall be in English. The lid must be permanently marked in accordance with ANSI Standard Z245.30, paragraph 4.2.
- e. Bidder will submit samples of all artwork and marking for approval prior to production.
- f. Bidder will list standard color options for containers.
- g. Each cart will have the embedding of a microchip to track pickups and other data. If the cart design does not have this technology it must be able to be adapted. The vendor shall provide this technology to each cart.
- h. Vendor shall provide a software license to view the data from the micro chip remotely. Yearly maintenance fee shall be covered in the projected cost for the life of the contract.

## 13. Parts Uniformity

All containers and component parts shall be uniform in design, material and tolerances throughout the entire quantity of units furnished under these specifications.

## 14. Training and Tools

- a. The Bidder shall provide professional training to Town personnel, as required to enable onsite and/or shop repair of containers. This training shall be at no additional cost to the Town.
- b. The Bidder shall provide at no additional cost to the Town, two (2) complete sets of any and all specialized tools required to repair or maintain the containers. Tools may include but are not limited to wheel and/or handle replacement tools, lift bar replacement tools, etc.



15. References/Manufacturer and Delivery Contractor:

- a. Bidder will supply with its proposal a reference list of at least three (3) municipalities currently using containers in a fully and/or semi-automated collection program. Please include at least two from cold-weather climates.
- b. The reference shall have a minimum of five thousand (5,000) units that are of similar size, design, and material. Include the name of the City/Town, the user agency, contact person, phone number, quantity for each reference, and when the containers went into service.
- c. Bidder shall submit five (5) references of delivery projects that it has completed of a similar nature.
- d. The Assembly/Delivery Staffing Plan and References must be submitted with proposals.
- e. Failure to include these references will result in proposal disqualification.

16. References/Dealer:

Same requirement as above for Manufacturer.

**F. WARRANTY**

1. Bidder agrees to submit a copy of the warranty which clearly states the exact coverage, and list of all parts included in the bidder's warranty.
2. The unconditional warranty with no pro-ration will be for no less than ten full years and must specifically provide for no-charge replacement and associated labor of any container or component part which fails in materials, wear or workmanship for a period of ten (10) years after installation.
3. The container should be designed to be durable with a life expectancy of not less than ten (10) years. Throughout this ten-year period the container and its components shall retain their original shape and general appearance, be resistant to harsh weather conditions (sun, freezing cold), kicks, blows, etc., remain serviceable, require no routine maintenance, and in general be maintenance free. The container and its component parts shall not warp, crack, rust, discolor, or otherwise deteriorate through ten years of normal use.
4. Replacement of any component of the container under warranty shall be replaced at no cost to the Town of Gorham within fifteen (15) working days from notification of such failure.
5. The Warranty includes but is not limited to one or more factors listed below:
  - a. The container is designed to be dumped by a standard American semi-automated and full-automated refuse collection vehicle.
  - b. All component parts which fail in materials or workmanship to perform as originally designed and shall be replaced by the bidder at no cost to the Town.
  - c. Failure of the lid to prevent rain water from entering the container when closed on the container body.

- d. Damage to the container body, the lid, or any component parts through opening or closing the lid.
- e. Failure of the lower lift bar from damage during interface with lifters.
- f. Failure of the body and lid to maintain their original shape.
- g. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- h. Failure of any part to conform to minimum standards as specified herein.
- i. Failure of metal parts to resist rust and/or corrosion.

6. Parts/Service/Warranty:

All bidders will list below the complete name of who will provide warranty service:

Name: Low Russell  
 Company: Cascade Engineering  
 Address: 4950 37<sup>th</sup> St., SE  
 City/State: Grand Rapids, MI Zip: 49512  
 Bus. # 413-320-6959 FAX#: 616-975-4902  
 Emergency 24-Hour Service: # 413-320-6959

- 7. Delivery - The Bidder agrees to meet the delivery dates as listed in the timeline, or suggests alternate delivery dates.
- 8. Samples - For testing purposes, bidder must submit one sample of each of their 30-40, 60-70 gallon containers. Please include any relevant manuals or literature. These samples will remain the property of the Town. If the containers meet specifications they will be the standard by which future containers will be measured.

Container samples should be delivered to:

Town of Gorham  
 Public Works Department  
 80 Huston Road, Gorham, ME 04038  
 ATTN: Robert Burns, Director

Containers to be delivered within five (5) days of proposal submission date. Call 892-9062 or Email [rburns@gorham.me.us](mailto:rburns@gorham.me.us) with any questions regarding specifications or sample delivery. Deadline for responding to questions is January 22, 2020. Any information provided to an inquiry will be provided to all perspective bidders.

**G. ASSEMBLY AND DISTRIBUTION**

- 1. Explain the steps that make up the delivery to Gorham Public Works and the subsequent assembly and distribution of the carts to every household unit in the Town of Gorham. Bidder will be responsible for delivery to a staging area provided by the Town of Gorham, assembly of containers, and delivery to the



residential units.

2. Identify what the bidder will require in the way of assistance from the Town of Gorham, i.e. route lists, staging area, etc.
3. Explain the method the bidder will use to identify/instruct residents regarding correct placement of cart for automated garbage collection.
4. Include the cost of assembly and delivery in the overall cost and as separate line item of the Bid.

#### **H. INSTRUCTIONAL MATERIALS**

The Town of Gorham would like to provide each residential unit receiving a cart with a color tri-fold instructional brochure explaining Town regulations, safe use and care of the cart.

1. List as a separate line item the cost for producing and distributing such a brochure.
2. Propose how you will work with the Town of Gorham to provide printed instructional materials to each household receiving a container. The Town must approve any text and art before printing.
3. Identify any and all costs the bidder will absorb as part of the bid for this purchase.

#### **I. EXCEPTIONS**

List all exceptions to the invitation to bid specifications for this section on a separate sheet.

#### **J. LEASE PURCHASE OPTION**

The Town of Gorham desires to have the cost of the containers within the cost of solid waste collection financed over a 5 (5) year period. This cost would be identified as a separate line item to the solid waste pick up expenses.

#### **K. MINIMUM RE-ORDER QUANTITY**

The Town would like a locked price for a minimum of three (3) years on carts. Please state the number of years the bidder agrees to lock price quote beyond original order and specify the minimum quantity of additional carts that can be ordered within the designated time-frame.

#### **L. ADDITIONAL DATA**

Bidder should use this section to provide or attach any additional information considered essential to the proposal.

### **RESIDENTIAL CURBSIDE COLLECTION CONTAINERS**

The undersigned, as bidder, declares as follows;

1. The only parties interested in this Bid as principals are named herein.
2. This Bid is made without collusion with any other person, firm or corporation.
3. No officer, agent, or employee of the Town of Gorham is directly or indirectly involved in the Bid.
4. The bidder has carefully read and examined the specifications herein and knows and understands the terms and provisions.
5. The Town of Gorham reserves the right to reject any and all proposals and to waive any informalities or irregularities in the Bid received, and to accept any Bid which is deemed most favorable to the Town at



the time and under the conditions stipulated.

**PRICE PER ORDER OF containers based on the option identified in the bid coordinated into 2 colors according to function:**

**OPTION**

<b>30-40 gallon</b>	\$ <u>INCLUDED</u> per container
<b>60-70 gallon</b>	\$ <u>INCLUDED</u> per container
<b>Total Container Cost</b>	\$ <u>INCLUDED</u>
<b>Total Assembly and Distribution</b>	\$ <u>INCLUDED</u>
<b>PROJECTED DELIVERY DATE</b>	<u>TBD</u>

Please attach a price list for all replacement parts.

TOWN OF GORHAM

BID ACKNOWLEDGEMENT FORM

RESIDENTIAL CURBSIDE COLLECTION CONTAINERS

Cascade Cart manufacturing  
Proposing Manufacturer

Erica Bayley  
Company Representative

3400 Innovations Ct, SE  
Street Address

87 Pleasant Hill Rd.  
Street Address

Grand Rapids, MI 49512  
City/State/Postal Code

Scarborough me 04074  
City/State/Postal Code

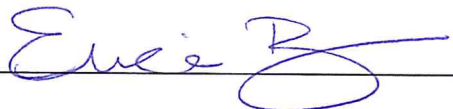
413-320-6959  
Phone Number

207-751-5181  
Phone Number

616-975-4902  
Fax Number

207-983-1954  
Fax Number

Federal ID #: 01-05139156

Signature in ink: 

Print Name and Title: Erica Bayley, Municipal manager

Date: May 27, 2020

Casella Waste Systems

Type of Organization (Individual D/B/A, Partnership, Corporation): DBA Pine Tree Waste, Inc.

Note: Bid must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal. The Town of Gorham reserves the right to accept or reject any and all bids or to negotiate with particular bidders following Bid opening.

(SEAL REQUIRED), if a Corporation

# Specifications

## 1.0 SCOPE OF WORK:

It is the intent of these Contract Documents to require the complete and satisfactory curbside collection of Gorham's municipal solid waste and recyclable materials, as well as the collection and transportation of municipal solid waste and recyclables from Gorham's publicly owned buildings.

The work consists of providing standard curbside municipal solid waste and recyclable collection for the Town of Gorham on a five-day schedule and transporting the municipal solid waste and recyclable material to ECOMAINE in Portland or a location in the Greater Portland area designated by the Town.

The bid proposal Alternate 1 requests the entire cost for each year of a three year contract for the collection of curbside municipal solid waste and recyclable materials to also include selected Town facilities. Also included is a cost per incinerable bulky item collected. There is also a possible renewal for two additional years at the discretion of the Town for services provided in Alternate 1, which will be based on performance evaluations and market conditions. Award of the final two-year renewals shall be at the Town's option. They could be renewed together for two years at the end of the 3rd year or each individually.

The bid proposal Alternate 2 requests the entire cost for each year of a 5 year contract for the collection of curbside municipal solid waste and recyclable materials to also include selected Town facilities. Also included is a cost per incinerable bulky item collected.

The bid proposal Alternate 3 requests the entire cost for each year of a 5 year contract for the collection of curbside municipal solid waste and recyclable materials with a mechanical arm collection system in conjunction with wheeled carts. Also included are selected Town Facilities. All wheeled carts for the municipal solid waste and for the recyclables are to be purchased, supplied and maintained as part of the contract by the Contractor for the Town. Also included is a cost per incinerable bulky item collected.

## 1.1 QUALIFICATIONS OF BIDDERS:

No agreement shall be awarded to any bidder who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the Specifications.

All bidders hereunder must furnish satisfactory evidence to the Town that they have operated, presently operate, or have the ability to operate a municipal collection service, including collection of recyclables and are familiar with all weather conditions prevailing in this area. Bidders with the experience outlined shall submit a list of geographic areas in which they are collecting municipal waste and/or recyclable material with their proposal. These areas may be subject to inspection by personnel selected by the Town. The list of communities shall include length and type of contract, name and size of municipality, and name of contact person at the community.



Each proposal shall include the name and address of the owner, all principals and/or partners, and all stockholders holding greater than ten shall (10%) percent of authorized and issued stock.

Each proposal, if a corporation, shall include the state of incorporation and its principal officers. Each proposal, if it is not a Maine corporation, must include a certified copy of the certificate to do business in the State of Maine.

All bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, experienced personnel and expertise to perform services required by the Specifications and shall furnish such information and/or proof of these qualifications, including the qualifications of the person(s) the bidder will make its manager and contact person, with their proposals.

The Contractor shall submit proof of their ability to obtain a performance bond with the bid.

This Contract may not be assigned, sublet or transferred without the written consent of the Town.

### 1.2 INVENTORY OF EQUIPMENT:

Bidders proposing to collect and transport municipal solid waste and recyclables shall supply with their bid a detailed inventory of all their equipment to be dedicated to the performance of this Contract showing each type by model, year of manufacture, anticipated remaining useful life and all accessories for each piece so listed. All leased equipment shall be separately listed and the time remaining on each leased machine shall be shown as well as any options of renewal. Any equipment to be used during the term of this Contract shall not exceed seven years of age at any time. Delivery guarantees by manufacturers of new equipment that is to be purchased shall be attached to the bid document.

The Contractor shall supply all equipment, materials and labor required to complete the work. The cost and expense of all the necessary labor, tools, material and equipment required to complete the work shall be included in the prices stated in the Bid. The Contractor shall be responsible for: (i) assuring that solid waste is collected consistent with the terms of Gorham's Pay-Per-Bag program, and (ii) maintaining the quality of the recyclable material and making every attempt to minimize contamination of the recyclable material. Any recyclable material that is contaminated during the collection process and is unacceptable for processing at ECOMAINE shall be disposed of by the Contractor at the Contractor's sole expense. ECOMAINE shall be the final authority on material that is deemed to be contaminated and unacceptable for processing.

### 1.3 BIDDER RESPONSIBLE TO LEARN LOCAL CONDITIONS:

Bidders are cautioned to examine carefully the conditions affecting the collection and transportation of municipal solid waste and recyclables and to acquaint themselves with the quantity and character of the material to be handled under this Contract.

In the Town of Gorham, single family homes and apartment buildings with three or fewer units are eligible for curbside residential municipal solid waste and recyclable collection service. The population of Gorham is approximately 17,651 and there are approximately 6,053 collection stops



that could potentially be serviced by this contract weekly. The annual weight of Municipal Solid Waste (MSW) collected is approximately 2800 tons and recyclable materials are 1200 tons.

Each bidder is cautioned to become fully familiar with the Town and all the physical characteristics of the Town of Gorham which in any way affect the bid and all services contemplated herein. Submission of a bid shall be deemed conclusive evidence that the bidder is fully acquainted with and shall be fully responsible for any restrictions, constraints or any physical difficulties inside the municipal boundaries of the Town of Gorham, including the site(s) to which the waste and recyclables shall be delivered and processed. It is the bidder's responsibility to base their bid upon conclusions that are drawn from their own investigations.

Municipal solid waste collected from Gorham's publicly owned buildings may be mixed with Gorham's residential municipal solid waste. Recyclables collected from Gorham's publicly owned buildings may be mixed with Gorham's residential recyclables. It should be noted that only Town solid waste and recyclables shall be included in these runs.

No trip performed in fulfillment of the obligations in this Contract shall include solid waste or recyclables collected from any establishment other than those described in this Contract. Recyclables from Gorham shall not be mixed with material from entities outside Gorham or any other location, except as provided by these Contract Documents. It shall be the Contractor's responsibility to segregate and sort all recyclables for Gorham to provide proper processing and tracking of each material. All solid waste or recyclable material collected under this Contract shall be delivered to the ECOMAINE Facilities in Portland unless otherwise directed by the Director of Public Works or his designee.

It shall be the responsibility of the Contractor to adhere to all applicable sections of the Gorham's Code of Ordinances and Solid Waste Disposal Policies, unless specified otherwise in this Contract.

The Contractor shall have the ability to add personnel or equipment to meet the demand for services during periods of heavy material generation, such as during springtime, Christmas holidays, etc. The Contractor shall remove all properly prepared municipal solid waste and recyclable material that is placed at the curb each week and that is covered by these Contract Documents.

In addition, the following Town Buildings shall receive the collection services:

Municipal Center : Collection twice per week of solid waste and once per week curbside recyclables. (One - 10 yard dumpster)

Baxter Library: Collection of curbside recyclables once per week.

North Gorham Library: Collection of recyclables once per week.

Public Works: Collection once per week of solid waste and curbside recyclables.

(One – 10 yard dumpster)

Central Fire Station: Collection once per week of solid waste and curbside recyclables.

(One – 10 yard dumpster)

West Gorham Fire Station: Collection once per week of curbside solid waste and recyclables

White Rock Fire Station: Collection once per week of curbside solid waste and recyclables

North Gorham Fire Station: Collection once per week of curbside solid waste and recyclables

Old Robie School: Collection once per week of solid waste (One – 8 yard dumpster)



Little Falls Activity Center: Collection once per week of solid waste (One – 6 yard dumpster)

Shaw Park: Collection once every 2 weeks from Memorial day to Labor Day (One -8 yard dumpster)

#### 1.4 WORK TO BEGIN:

Upon acceptance of the bid by the Town, the general collection of municipal solid waste and recyclables shall begin on July 1, 2020. All bidders must supply a local phone number, and have a designated supervisor or manager for the duration of the contract, and have the ability to respond to complaints and requests for service within the same day the information is received. It shall be the Contractor's responsibility to retrieve any missed stops within 24 hours of when they are missed.

#### 1.5 CONTRACT ADMINISTRATION:

The Town of Gorham, through the Public Works Director or his designee, shall administer the provisions of this Contract. The collection schedule, the method of collection, and the transportation of material collected must all be in a manner satisfactory to the Director. Decisions of the Director will be final and a condition precedent to the right of the Contractor to receive payment under their Contract. The Contractor shall submit monthly invoices for payment of work completed in the previous 30 days. The Town shall forward payment within 30 days of receipt of invoices for work completed.

#### 1.6 COLLECTION PROCEDURES:

##### A. Definitions:

- 1) **Town** shall mean the Town of Gorham, a body corporate and politic of the State of Maine and shall include all streets and ways and all buildings and improvements within the Town boundaries as set forth on an official map filed in the office of the Town Clerk.
- 2) **Municipal Solid Waste** shall mean all Municipal Solid Waste as defined in State Law and Rules for which the Town accepts responsibility for collection, transportation, and disposal and which may be accepted for disposal according to ECOMAINE policy.
- 3) **Recyclables** shall mean all components of Municipal Solid Waste as defined in State Law and Rules for which the Town accepts the responsibility for collection; transportation and which may be processed as recyclables according to ECOMAINE Policy.
- 4) **Collection days route** shall mean the scheduled municipal solid waste and recyclable collection patterned for any particular calendar day provided said schedule has been pre-determined by the Contractor and approved by the Director of Public Works in accordance with the terms and conditions of these Specifications.
- 5) **Holiday for Gorham** shall mean New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.
- 6) **ECOMAINE** shall mean ecomaine located at 64 Blueberry Road, Portland, Maine 04102.



B. Standard Curbside Collection:

- 1) Collection procedures shall be as stipulated by the Town's Code of Ordinances and the Director of Public Works.
- 2) No collection will be required from inside any building.
- 3) Solid waste and recyclables shall be placed at the curb in accordance with the Ordinances and policies of the Town no later than 7:00 A.M., prevailing time, on the day of collection and the Contractor shall commence collections at that time. Collections shall end no later than 8:00 pm.
- 4) Vehicles used for solid waste collection shall be vehicles designed and manufactured for curbside solid waste collection and must be approved by the Town. Vehicles used for recyclables collection shall be vehicles designed and manufactured for curbside recyclables collection and must be approved by the Town. Those used for recycling pursuant to this Contract shall be identified as vehicles for Gorham's curbside recycling program, which signage shall be approved by the Public Works Director. All solid waste or recycling vehicles must have the capability of unloading at the ECOMAINE Facilities. In emptying solid waste and recycling containers the Contractor and his employees shall place, not drop the containers or bins on sidewalks or any other place, shall not handle the bins so as to damage them, and shall place all bins or containers at least two feet (2) off the travelway. No scavenging shall be performed or permitted along the streets and all recyclables or refuse dropped in handling shall be picked up by the Contractor's employees. Furthermore, the Contractor agrees that the waste collection or recycling hopper(s) of the truck will be frequently emptied to prevent recyclables and other litter from being deposited or blown from the collection hoppers into the travelway or into the environment.
- 5) The Contractor shall be responsible for any damaged solid waste containers or recycling bins, including non-standard containers used by residents. The Contractor shall replace any containers if, in the opinion of the Public Works Director, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street in the Town or in any other place within the Town boundary, except at a facility approved by the Public Works Director.
- 6) The Town of Gorham utilizes a "Pay-Per-Bag" system that requires the resident to purchase and utilize a Town trash bag for disposal of their municipal solid waste. These bags are maroon in color and possess a label indicating that they are Gorham bags. The contractor will be required to identify the two sizes (33 gallon with a maximum weight of 50 pounds and 15 gallon with a maximum weight of 25 pounds) of Town trash bags and ensure that only municipal solid waste contained in a Town trash bag is collected at the curb. The Town trash bags must be tied at the top. No open Town trash bag is to be collected. **EXCEPTION:** The Town also utilizes trash bag tags as an option to the Town trash bag. These tags are bright yellow for 33 gallon trash bags and bright pink for 15 gallon trash bags. These tags, when placed at the tied end of the proper size trash bag, indicate that it can be collected as municipal solid waste at the curb.
- 7) If in the opinion of the Contractor or any of his employees, the solid waste or the recyclables at any house or other building covered by this Contract should not be collected because of a violation of the conditions of collection as set forth herein or in policies and directives pursuant to this



Contract, a tag shall be attached by the Contractor to the container stating the reasons thereof and the Contractor shall immediately report this fact to the Public Works Department in Gorham.

8) All solid waste and recyclables collected pursuant to these Specifications shall be collected by vehicles, which shall be emptied and void of all solid waste or recyclables or other material prior to the commencement of a day's collection route. No out-of-town waste, commercial waste or recyclables from any non-Town organization shall be mixed with Town recyclables by the Contractor.

9) All municipal solid waste and recyclables collected by the Contractor shall be transported on the same day it is collected by the Contractor, unless permission is received from the Director. All collection trucks provided by the Contractor shall have bodies designed to prevent spillage and shall be maintained at all times in a clean and sanitary condition. The Contractor shall comply with all State and Federal Laws and Regulations and Town Ordinances relating to the collection and transporting of solid waste and recyclables.

10) For Gorham, holiday municipal solid waste and recyclable collection shall be performed on the next workday following the holiday. If performed on the next workday, collection shall be on the next day for the remainder of the week with Friday's municipal solid waste and recyclables collected on Saturday.

11) The Contractor may park his collection vehicles at the Town of Gorham Public Works Facility at 80 Huston Road. Parking for the Contractor's employees shall be as directed at the site.

12) The Town, after consulting the Contractor, shall be responsible for advertisements notifying the public of the holiday collection schedule.

13) Curbside municipal solid waste and recyclables shall be collected on a weekly basis, unless otherwise specified in these Contract Documents.

14) The recycling containers will be provided by and delivered to the residences by the Town. Gorham's containers are Maroon in color and are 15 to 19 gallons in size. Recyclables are not restricted to the Gorham container. Any tote or open top plastic container is allowed, along with trash cans labelled as "recycle". In addition clear trash bags are also allowed which require the contractor to tear them open and recycle the contents and dispose of the bag as municipal solid waste. More than one container per residence is also allowed.

15) The Contractor shall be required to assist the Town in the public awareness aspect of the program to include, but not be limited to, development of brochures, print advertising, electronic media advertising, etc. The cost of advertising and brochures and delivery of brochures will be the Town's responsibility.

16) The Contractor will be required to perform inspection of the recyclables at the truck. This means the driver will only receive those items that are recyclable from the bin. If the bin has many items that are not recyclable, the bin will be tagged by the contractor and placed back at the curb.

17) The recyclable materials to be recycled each week will be in accordance with ECOMAINE requirements, but are not limited to the following:

- a.) Corrugated cardboard, clean food boxes such as cereal and rice boxes, shirt and shoe boxes, toilet paper tubes, writing pad backs, poster board.
- b.) Newspaper, magazines, phone books, mixed papers, paper bags and old mail (old opened mail, greeting cards, flyers, brochures, letters, white and colored paper, photocopies, calendars, NCR paper, computer paper, manila folders, postcards, adding machine tapes, cancelled checks, index cards, envelopes);
- c.) Clear and colored glass, plastic containers with the recycle symbol and numbered 1 thru 7, steel cans, aluminum and bi-metal cans, aluminum foil, trays and pans, aerosol cans and window glass.

The Town of Gorham reserves the right to add or remove material types to or from the list of recyclable materials to be collected.

18) The Town allows curbside collection of bulky items that are incinerable and can be accepted by ECOMAINE. The resident must purchase a Town bulky item tag and affix it to the item that is placed at the curb on the day of their curbside solid waste and recyclable collection. Items up to three feet in length, width or height must have a yellow Town bulky item tag and items that are three feet or over in length, width or height must have a red Town bulky item tag. The Contractor will ensure the item is properly tagged and collect the tagged bulky items on that day. The Contractor will collect the tag on each item and return to the Town as proof of work conducted in order to receive payment.

19) The Contractor shall transport the items collected from Gorham to the ECOMAINE Waste-to-Energy Plant or Recycling Facility, where the items shall be placed into the appropriate location by the Contractor, as stipulated by ECOMAINE. The disposal of the municipal solid waste will be the responsibility of the Town of Gorham and the recyclables will be processed and marketed by ECOMAINE. The Contractor shall be responsible for inspecting and removing contaminants from the recyclables prior to delivery at ECOMAINE.

#### 1.7 DIRECTION:

The operation of collecting municipal solid waste and recyclables shall be administered under the direction of the Department of Public Works. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Public Works Department or the Contractor.

#### 1.8 SPECIAL CONDITIONS TRANSPORT TO ULTIMATE DISPOSAL SITE:

All municipal solid waste and recyclables collected under the terms of this Specification shall be transported to the ECOMAINE Facilities in Portland or, at the direction of the Director of Public Works to an alternate location within a reasonable distance of the Town boundaries. Municipal solid waste and recyclables shall be transported to ECOMAINE during regular operating hours



Monday through Friday. At all times the Contractor's transport operation shall be conducted in compliance with applicable Federal and State laws, rules and regulations and local Ordinances.

### 1.9 DISPOSAL FEES:

All fees for disposal now, or within the Contract period, and any extension thereof, shall be paid by the Town for all municipal solid waste and recyclables collected under this Contract, except as provided. The Contractor shall be responsible for all tipping fees and disposal costs for any recyclable material that is deemed contaminated and unfit for acceptance as a recyclable material by ECOMAINE due to the Contractor's negligence in sorting and/or safeguarding the recyclable material while in his possession. ECOMAINE staff shall make reasonable effort to inspect the recyclable material and document contamination prior to assessing tipping fees and disposal costs. The Contractor shall be responsible for all licensing and permitting as required by State, Federal and local regulations. The Public Works Director, in conjunction with the RWS staff, shall decide the fitness of a material for acceptance and the Director's decision shall be final.

### 2.0 RENEWAL OF CONTRACT:

If Gorham elects to extend the Contract at the end of the third year, the Town shall notify the Contractor thirty (30) days prior to the anniversary date. The Contractor will be allowed to adjust the rates of service, for the fourth and fifth year to reflect the percentage increase in the U.S. Town Average Consumer Price Index for all Urban Consumers (CPI-U) for the Town average for all items 1982-84=100, Published in the U.S. Department of Labor, Bureau of Labor Statistics as listed in the U.S. Department of Commerce's Publication, "Survey of Current Business". The rate increase for the fourth year shall be based upon the percentage increase in the CPI-U from April 2022 through March 2023. The rate increase for the fifth year shall be based upon the percentage increase in the CPI-U from April 2023 through March 2024.

### 2.1 INSURANCE REQUIRED:

The Contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Finance Director within five (5) days following notification of the Bid Award.

### WORKER'S COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements if the Industrial Accident Commission.

**INDEMNITY CLAUSE:**

Liability Insurance will be required of the successful bidder in which the successful bidder will be required to hold harmless and indemnify the Town of Gorham from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the Contractors performance of the work required by the Specifications and this Contract.

**LIABILITY INSURANCE:**

The Contractor shall carry and maintain, until final written acceptance of the work by the Director, insurance as specified below and in such form as shall protect the Town of Gorham and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Gorham and its employees, agents and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$1,000,000 on account of one occurrence and \$1,000,000 aggregate limit.
2. For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.
3. An umbrella policy in the amount of \$1,000,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent’s office of the Town of Gorham will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor’s insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Gorham or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents and servants from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the operation of the Contract.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and a minimum limit of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

**POLLUTION LIABILITY INSURANCE**

Pollution liability insurance in an amount of not less than One Million dollars. (\$1,000,000)

2.2 MODIFICATIONS TO COLLECTION ROUTES:



The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. Minor modifications will not affect the overall scope of the work or add to the collection costs.

### 2.3 PRE-BID CONFERENCE:

A **mandatory** Pre-Bid Conference will be held between all Prospective Bidders and the Town of Gorham to discuss the project and answer any questions regarding the work on Monday, May 11, 2020 at 10:00AM. **All Prospective Bidders are required to attend.** This will be held via video and phone and dial-in or call-in details will be provided by the Public Works Director.

### 2.4 ROUTE COLLECTION MAPS

See Attachment #1

### 2.5 O.S.H.A. REGULATIONS

The Contractor shall at all times, comply with O.S.H.A. regulations and enforce any subcontractors to abide accordingly. Any violation either by the Contractor or his/her subcontractors, shall be the sole responsibility of the Contractor.

### 2.6 PERFORMANCE AND PAYMENT BOND:

The successful bidder shall provide a performance bond in an amount equal to **one hundred (100) percent of the Contract Price for the first twelve (12) calendar months.** A Performance Bond shall be required of the successful bidder in a form acceptable to the Town, executed by a surety company duly authorized to do business in the State of Maine, in the amount of one hundred (100%) percent of the total sum of the first year (12 calendar months) of the Contract as security for the faithful performance of this Contract and as security for payment of all persons performing labor and furnishing materials and equipment in connection with this Contract. Proof of ability for bonding must accompany bid. The Performance Bond shall be executed for the first year of the Contract (12 calendar months) and shall be obtained prior to the execution of the initial Contract and shall be a condition precedent to the execution of the Contract and each/any renewal thereof. A Performance Bond shall be renewed annually for work to be performed in the 2<sup>nd</sup> and 3<sup>rd</sup> years, and in the 4<sup>th</sup> and 5<sup>th</sup> year if that is the bid award. The Bond shall be in the amount of one hundred (100%) percent of the individual annual bid.

### 2.7 ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to the Public Works Director, Town of Gorham, 270 Main Street, Gorham, ME 04038, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or

interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## 2.8 AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the Town to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the Town. The Town also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids that the Town deems to be non-responsive may be rejected by the Town at its sole discretion.



2.9 ALTERANTE TWO: Alternate #2 has the same requirements as Alternate #1 but includes performance in years 4 and 5 as a mandatory requirement. The intent is to provide the contractor with contractual assurance should the contractor need it in order to purchase new or additional equipment or improve their bid position.

2.10 ALTERNATE THREE: Alternate #3 requests the entire cost for each year of a 5 year contract for the collection of curbside municipal solid waste and recyclable materials with a mechanical arm collection system in conjunction with wheeled carts further defined within the Alternate #3 bid forms. Also included are selected Town Facilities. All wheeled carts for the municipal solid waste and for the recyclables are to be purchased, supplied and maintained as part of the contract by the Contractor for the Town. Also included is a cost per incinerable bulky item collected. Should the Contractor determine that the mechanical arm system cannot be used in certain areas of Town or on certain roads, the Contractor must list those areas and include in the Bid, as well as describe a collection method that could be successfully used in its place.

### 3.0 ATTACHMENTS:

ATTACHMENT #1 – Map of Gorham MSW and Recyclable Collection Routes per day of week

ATTACHMENT #2 – List of Gorham Roads (Public and Private) served by Town program currently.

ATTACHMENT #3 – Sample Town of Gorham Contract

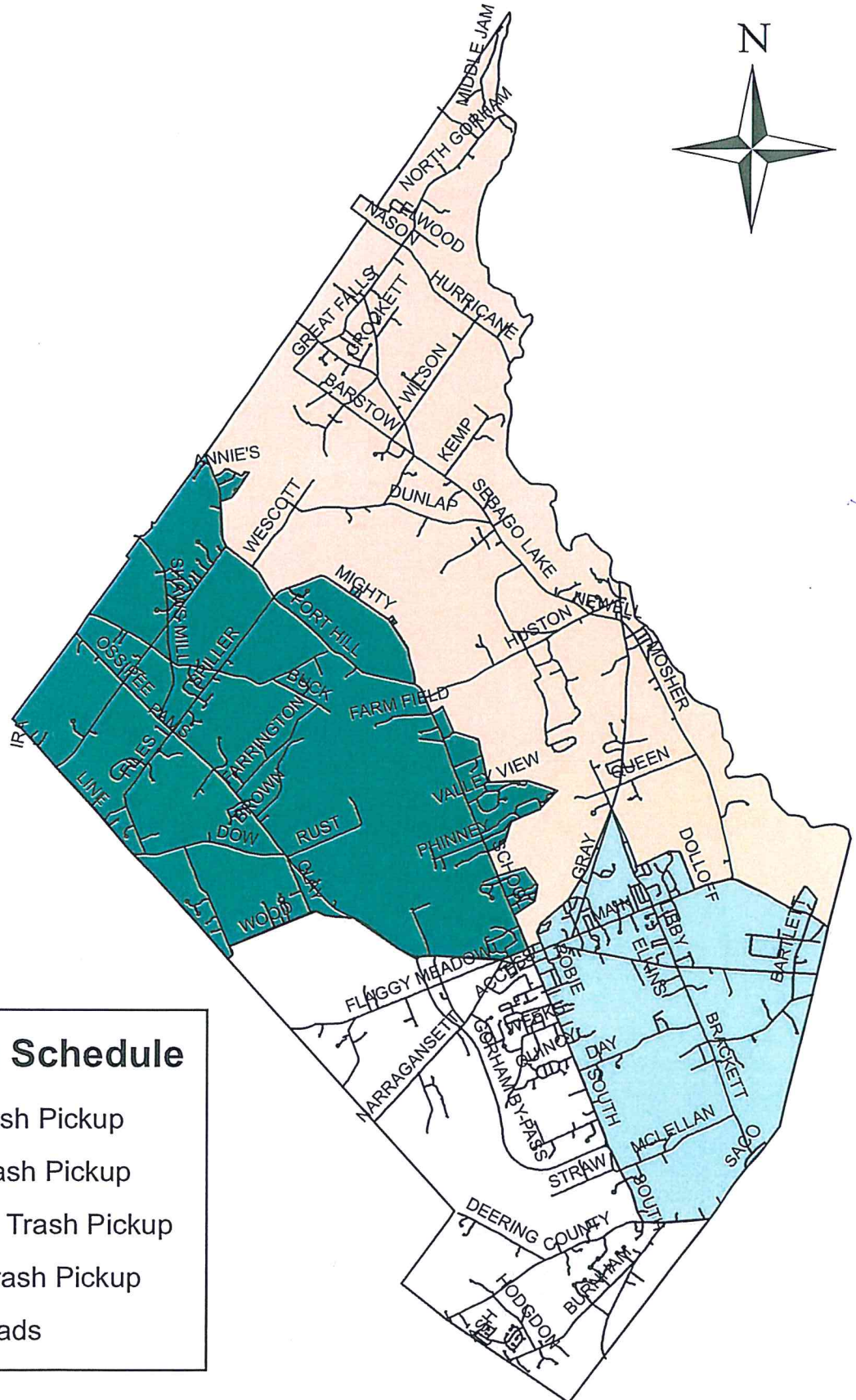
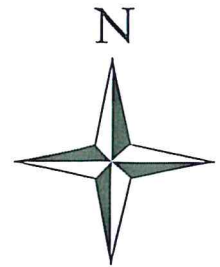
ATTACHMENT #4 – Gorham Solid Waste, Flow Control, and Hazardous Waste Ordinance

### 4.0 QUESTIONS:

Any questions may be directed to Robert Burns, Public Works Director.

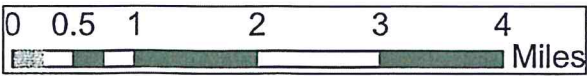
Telephone      207-892-9062  
Fax              207-893-2092  
E-mail          [rburns@gorham.me.us](mailto:rburns@gorham.me.us)

# Town of Gorham Trash Pickup



**Trash Pickup Schedule**

	Monday Trash Pickup
	Tuesday Trash Pickup
	Wednesday Trash Pickup
	Thursday Trash Pickup
	Gorham Roads



Created by: Matthew LaCroix  
 Town of Gorham Public Works, 4/9/2020



## Attachment #2

ID	RoadName	gth-M	From	To	RoadType	# of Stops	TrashDay
597							
1	Abbotts Farm Rd		Ossipee Trail Ossipee Trail	end	Private Driveway	1	Thursday
2	Academy St	0.07	State St	College Ave	Public	3	Thursday
3	Access Rd	0.47	Narragansett St	Park St	Public	5	Monday
4	Acorn St	0.26	Canal St	Gray Rd	Public	12	Wednesday
5	Adams Dr	0.24	Flaggy Meadow Rd	End	Private	3	Monday
6	Adeline Dr	0.33	Solomon Dr	William Henry Dr	Public	12	Monday
7	Alberta Way		Bartlett Rd	End	Private	5	Tuesday
8	Alden Ln	0.15	College Ave	Narragansett St	Public	5	Monday
9	Alexander Dr	0.48	Ossipee Trail	End	Public	19	Thursday
10	Allen Way		Spiller Rd	End	Private	1	Tuesday
11	Allison Ln	0.13	Goodall Rd	End	Private	7	Wednesday
12	Amber Way	0.09	Ossipee Trail	end	Private	1	Thursday
13	Amys Way	0.17	Straw Rd	end	Private	3	Monday
14	Angeltun Ln		101 Spiller Rd	end	Private	1	
15	Annies Way	0.36	Fort Hill Rd	end	Private	13	Thursday
16	Apple Ln	0.11	Valley View Dr	end	Private	2	Thursday
17	Ash Dr	0.15	Friendly Village		Private	14	Monday
598	Ashmar Drive		State Street	End	Private Driveway	2	Thursday
18	Aslans Way	0.06	Libby Ave	End	Private	2	Monday
19	Aspen Ln	0.24	Little River Dr	End	Public	10	Wednesday
20	Austins Way		169 State St	end	Private Driveway	3	Monday
21	Autumn Brook Way	0.16	Brookwood Dr	end	Private	3	Wednesday
583	Aviana Ln		Burnham Rd	end	Private	1	
22	Ball Park Rd	0.16	Morrill Ave	School Property	Public	2	Monday
23	Balsam Ln	0.11	Line Rd	end	Public	8	Thursday
24	Bard Ln	0.15	Hurricane Rd	end	Private	1	Wednesday
25	Barnfield Ln	0.24	Longfellow Rd	end	Public	6	Tuesday
26	Barstow Rd	1.87	Sebago Lake Rd	Rt 237	Public	48	Wednesday
27	Bartlett Rd	0.61	Main St	New Portland Rd	Public	6	Tuesday
581	Baxter Lane		Bramblewood Ln	end	Private	2	
28	Bear Run	0.26	Barstow Rd	end	Public	9	Wednesday
29	Beatrice St	0.26	McLellan Rd	End	Public	6	Tuesday
30	Bee Happy Way	0.02	Bartlett Rd	end	Private	1	Tuesday
31	Beech Circle	0.05	Friendly Village		Private	3	Monday
32	Bell Run	0.12	North Gorham Rd	end	Private	2	Wednesday
33	Belmont Terrace	0.1	Rackleff Way	end	Private	14	Monday
34	Bemmy Dr	0.06	North Gorham Rd	end	Private	1	Wednesday

## Attachment #2

596	Benjamin Way	Clay	End	Public	7	Thursday
35	Bens Way	Fort Hill Rd	end	Private Driveway	1	Thursday
36	Bensons Way	0.03 Lovers Ln	end	Private	1	Thursday
37	Berry Farm Way	197 Gray Rd	end	Private Driveway	2	
38	Betty Lou Rd	North St	end	Private Driveway	1	Wednesday
39	Bettys Way	Mitchell Hill Rd		Private	1	
40	Beverly Ln	0.1 Underhill Dr	end	Public	6	Wednesday
41	Big Sky Dr	0.14 Buck St	end	Private	1	Thursday
42	Birch Dr	0.11 Friendly Village		Private	9	Monday
43	Black Brook Rd	0.3 Brackett Rd	end	Public	12	Tuesday
44	Black Horse Ln	229 Buck St	end	Private Driveway	1	Thursday
45	Blackberry Ln	0.14 Winslow Rd	end	Private	6	Wednesday
46	Block House Run	0.1 Phinney St	end	Private	3	Thursday
47	Blue Flag Ln	200B Flaggy Meadow Rd	end	Private Driveway	2	Monday
578	Blue Ledge Rd	County Rd - Rt 22	end		0	
48	Blueberry Ln	North Gorham Rd	end	Private	1	Wednesday
49	Bona Way	0.02 Mosher Rd	End	Private	0	Wednesday
50	Bonnie Hill Rd	0.04 County Rd	end	Private	2	Monday
51	Boreal Dr	0.08 Twilight Ln	end	Private	4	Monday
52	Bouchard Dr	0.1 Gray Rd	end	Public	7	Tuesday
53	Boulder Dr	0.18 Spiller Rd	Buck St	Public	10	Thursday
54	Brackett Rd	2.03 New Portland Rd	Saco St	Public	51	Tuesday
55	Bradford Dr	0.12 Quincy Dr	Quincy Dr	Public	8	Monday
56	Bragdon Rd	0.07 Middle Jam Rd	end	Public	1	Wednesday
57	Bramblewood Ln	0.08 South St	end	Public	7	Tuesday
58	Brandons Way	0.16 Line Rd	end	Private	3	Thursday
59	Breezy Meadow Ln	Wescott Rd		Private Driveway	2	Wednesday
60	Briarwood Ln	0.25 Narragansett St	end	Public	12	Monday
61	Bridle Path Way	0.36 Burnham Rd	end	Public	7	Monday
62	Brodeis Way	South St	end	Private Driveway	1	Tuesday
63	Brookdale Dr	0.12 County Rd	end	Public	4	Monday
64	Brookfield Court Condos	School St	end	Public	8	Thursday
65	Brookwood Dr	0.51 North Gorham Rd	loop	Public	19	Wednesday
66	Brown Rd	0.18 Ossipee Trail	Parsons Pit	Private	2	Thursday
67	Brydon Ln	0.18 Great Falls Rd	end	Private	2	Wednesday
68	Buck St	2.92 Standish Town Line	Parsons Farm	Public	59	Thursday



## Attachment #2

69	Burnham Rd	2.21	County Rd	Scarborough Town Line	Public	49	Monday
579	Burton Dr		Files Rd	end	Public	8	Thursday
70	Caitlin Dr	0.3	Quincy Dr	Weeks Rd	Public	8	Monday
71	Calisa Ln	0.16	Plummer Rd	end	Private	4	Wednesday
72	Camaron Dr				Private	1	
73	Campus Ave		School St	USM Campus	Private	0	
74	Canal St	0.39	Mosher Rd	Mallsion St	Public	8	Wednesday
75	Canterberry Pines	0.22	Weeks Rd	end	Public	12	Monday
76	Carll Ln	0.14	Plummer Rd	end	Public	1	Wednesday
77	Carnation Dr		Main ST	end	Public	14	Tuesday
78	Carolyn Dr	0.15	Ossipee Trail	end	Private	3	Thursday
79	Carriage Hill Rd	0.15	Waterhouse Rd	end	Private	5	Monday
80	Carson Dr	0.2	South St	end	Private	5	Tuesday
81	Cedar Cir	0.09	Friendly Village		Private	8	Monday
82	Chadwick Dr	0.17	Files Rd	end	Private	5	Thursday
83	Champion Rd	0.08	Dingley Spring Rd	end	Private	1	Thursday
84	Chester Ln	0.08	Truman Rd	end	Private	1	Thursday
85	Chestnut Cir	0.08	Friendly Village		Private	9	Monday
86	Chick Dr		Gray Rd	Main St	Public	0	
87	Christopher Rd	0.18	Dingley Spring Rd	end	Public	11	Thursday
88	Church St	0.14	School St	Water St	Public	12	Tuesday
89	Cider Mill Ln	0.2	Flaggy Meadow Rd	end	Private	3	Monday
90	Clara Maes Way		Ossipee Trail	end	Private Driveway	1	Thursday
91	Clay Rd	0.59	Wood Rd	Ossipee Trail	Public	21	Thursday
92	Clearview Dr	0.3	Gateway Commons	Loops	Public	18	Tuesday
93	Cobb Rd	0.62	Main St	Sub station	Public	0	
94	Cold Spring Ln	0.08	Dingley Spring Rd	end	Public	4	Thursday
585	Cole Dr		Great Falls Rd	end	Private	3	
95	College Ave	0.3	School St	State St	Public	16	Thursday
96	Concord Ct	0.04	Rackleff Way	end	Private	6	Monday
97	Connor Dr		Carnation Dr	end	Private	12	Tuesday
98	Coopers Way	0.17	Day Rd	end	Private	4	Tuesday
99	Copperhead Rd		211-215 Buck St	end	Private	4	Thursday
100	Cornucopia Way	0.15	Waterhouse Rd	end	Private	6	Monday
586	Cottage Court		Grove St	circle	Private	9	Tuesday
392	Cotton Dr		Farrington Rd	loops	Private	10	Thursday

## Attachment #2

101	Country Field Way	0.18	Wood Rd	end	Private	1	Thursday
102	Country Ln	0.13	Winslow Rd	end	Private	2	Wednesday
103	County Rd	2.92	Scarborough Town Line	Buxton Town Line	Public	86	Monday
104	Craig Dr	0.11	Quincy Dr	Quincy Dr	Public	6	Monday
105	Cressey Rd	1.21	Narragansett St	Lovers Ln	Public	24	Monday
106	Crestwood Dr	0.18	South St	end	Public	9	Monday
107	Crockett Rd	0.37	North Gorham Rd	end	Public	16	Wednesday
108	Cross St	0.07	Main St	Church St	Public	1	Tuesday
109	Cumberland Ln	0.2	Main St	end	Public	30	Tuesday
110	Cummings Rd	0.12	Hurricane Rd	end	Private	3	Wednesday
111	Cyr Dr	0.36	New Portland Rd	end	Public	1	Tuesday
112	Daisy Ln		Wood Rd	end	Private	3	Thursday
113	Dana St	0.05	Elizabeth St	Donna St	Public	3	Tuesday
114	Daniel St Ext	0.31	Ossipee Trail	end	Public	21	Thursday
115	Darin Dr	0.09	Quincy Dr	end	Public	4	Monday
116	Davis Annex	0.29	Flaggy Meadow Rd	end	Public	6	Monday
117	Day Rd	1.33	South St	Brackett Rd	Public	26	Tuesday
118	Deer Run Rd	0.08	Waterhouse Rd	end	Private	2	Monday
119	Deering Farm Ln	0.17	Hodgdon Rd	end	Public	1	Monday
121	Deering Rd	1.04	Buxton Town Line	County Rd	Public	27	Monday
120	Deering Rd Church		Deering Rd	end	Private	1	
122	Dewayns Way	0.34	Finn Parker Rd	end	Public	9	Thursday
123	Didonato Dr	0.15	Waterhouse Rd	end	Private	1	Monday
124	Dingley Spring Rd	2.84	Fort Hill Rd	Line Rd	Public	72	Thursday
125	Distant Pines Dr	0.25	Burnham Rd	end	Public	10	Monday
126	Dogwood Ln		Glenwood Ave	end	Private	12	Tuesday
127	Dolloff Rd	0.18	Main St	end	Private	2	Tuesday
128	Dollys Way		Mitchell Hill Rd	end	Private	1	
129	Donna St	0.15	Main St	end	Public	12	Tuesday
130	Dorval Dr		Narragansett St	end	Private	10	Monday
131	Douglas St	0.12	Morrill Ave	Morrill Ave	Public	5	Monday
132	Dow Rd	0.6	Compact Line	Finn Parker Rd	Public	38	Thursday
133	Dowery Rd	0.04	Old Orchard Rd	end	Private	1	Thursday
134	Dragonfly Ln		Longfellow Rd	end	Private	2	Tuesday
135	Ducati Dr		Ft Hill Rd	end	Private	3	Thursday
136	Duchaine Dr	0.13	Finn Parker Rd	end	Private	4	Thursday
137	Dudley Rd	0.64	Mighty St	Wescott Rd	Public	1	



## Attachment #2

138	Dundee Rd	0.14	Hurricane Rd	end	Public	5	Wednesday
139	Dunlap Rd	1.1	Plummer Rd	Rt 237	Public	15	Wednesday
140	Dunton Ln/Dutton Alley	0.12	Files Rd	end	Public	4	Thursday
141	Dyer Rd	0.39	Huston Rd	Wards Hill Rd	Public	4	Wednesday
142	Dylan Ln				Private	1	
143	Eagle Cove Rd		Kemp Rd	End	Private	6	Wednesday
144	Eastern Dr	0.08	Hutcherson Dr	end	Private	1	
145	Edgefield Rd	0.34	County Rd	end	Public	10	Monday
146	Elizabeth St	0.15	Main St	Dana St	Public	11	Tuesday
147	Elkins Rd	0.27	New Portland Rd	end	Public	7	Tuesday
148	Elliott Rd	0.27	Line Rd	Files Rd	Public	5	Thursday
149	Elm St	0.15	Main St	Railroad Ave	Public	9	Tuesday
150	Elwood Ln	0.16	North Gorham Rd	end	Private	7	Wednesday
151	Emma Ln	0.28	Wood Rd	End	Public	8	Thursday
153	Equestrian Way		31-33 Ritz Farm Rd	end	Private Driveway	2	Thursday
152	Escalante Way	0.04	Gray Rd	end	Private	1	Wednesday
154	Estate Dr		652 Main St	end	Private Driveway	1	Tuesday
155	Ethels Way	0.07	Brackett Rd	end	Private	2	Tuesday
156	Evergreen Dr	0.55	Friendly Village		Private	46	Monday
157	Fairview Ln	0.08	Mosher Rd	end	Public	2	Wednesday
158	Faith Dr	0.2	Deering Rd	end	Private	6	Monday
159	Falcon Crest Dr	0.14	Fort Hill Rd	end	Public	2	Wednesday
160	Fall Ln	0.07	Narragansett St	end	Private	2	Monday
161	Farm Field Rd	0.57	Fort Hill Rd	end	Private	1	Thursday
162	Farrar Way		Day Rd	end	Private	1	Tuesday
163	Farrington Rd	1.25	Ossipee Trail	Buck St	Public	27	Thursday
164	Fearon Farm Rd		Wards Hill Rd	end	Private	1	Wednesday
165	Fieldcrest Dr	0.14	Flaggy Meadow Rd	end	Public	5	Monday
166	Files Rd	1.43	Ossipee Trail	Dow Rd	Public	37	Thursday
167	Fillions Way	0.2	Files Rd	End	Private	6	Thursday
168	Finn Parker Rd	1.25	Dow Rd	Buxton Town Line	Public	38	Thursday
169	Firewood Ln	0.16	Mitchell Hill Rd	end	Private	1	Monday
593	Flagship Way		New Portland Rd		Private Driveway	1	
170	Flaggy Meadow Rd	2.24	State St	Buxton Town Line	Public	68	Monday
171	Forest Bend Dr		South St	end	Private Driveway	2	Tuesday
172	Forest Cir		Friendly Village		Private	12	Monday
173	Fort Hill Rd	5.5	Pumping Station	Standish Town Line	Public	101	Thursday

## Attachment #2

587	Fort Libby Dr		Fort Hill Rd	end	Private Driveway		1	
174	Fox Run Court		Ridgefield Dr	loop	Private		7	Wednesday
175	Franklin Dr	0.12	Sebago Lake Rd	end	Private		3	Wednesday
599	Freedom Drive		Tannery Brook	Circle	Private		1	
176	Gaia Ln	0.08	Weeks Rd	end	Private		1	Monday
177	Gale St	0.04	Huston Rd	end	Public		2	Wednesday
178	Gambo Rd	0.39	Rt 237	Bridge (out of service)	Public		7	Wednesday
179	Garden Ave	0.28	Libby Ave	Sunset Ln	Public		18	Monday
180	Gasoline Alley	0.11	Landfill Rd	fuel depot	Public		0	
577	Gatchell Way		Burnham Rd	end	Private		2	Monday
181	Gateway Commons Dr	0.59	Main St	end	Public		45	Tuesday
182	George St	0.18	Rt237	end	Public		15	Wednesday
183	Geranium Dr		Carnation Dr	end	Public		9	Tuesday
184	Gerrys Way		South St	end	Public		8	Monday
185	Gilbert Way	0.11	Sebago Lake Rd	end	Private		2	Wednesday
186	Glen Rothy Ln	0.1	Spiller Rd	end	Private		1	Thursday
187	Glenwood Ave	0.26	Water St	end	Public		8	Tuesday
188	Gloria St	0.3	Sanborn St	Shaws Mill Rd	Public		11	Thursday
189	Goodall Rd	0.18	Wescott Rd	end	Public		7	Wednesday
190	Gordon Farms Rd	1.06	Fort Hill Rd	Mercier Way	Public		22	Thursday
191	Gorham Industrial Parkway		Lower Main St	Bartlett Rd	Public		0	
192	Gorham Landing		Main St	end	Private Driveway		1	Tuesday
193	Goss Ln	0.14	Plummer Rd	end	Public		1	Wednesday
194	Gotham Ln	0.12	Ossipee Trail	end	Private		1	Thursday
195	Grant Rd	0.15	Fort Hill Rd	end	Private		2	Thursday
196	Grassland Farms		Fort Hill Rd	end	Private		2	Thursday
197	Gray Rd	3.66	Main St	Windham Town Line	Public		125	Tuesday
198	Great Falls Rd	0.68	Rt 237	North Gorham Rd	Public		16	Wednesday
199	Green St	0.16	South St	Pine St	Public		15	Monday
200	Green Trees Dr	0.28	Fort Hill Rd	end	Public		10	Thursday
201	Ground Water Way	0.1	Mitchell Hill Rd	end	Private		1	Monday
202	Grove St		Glenwood Ave	end	Private		8	Tuesday
203	Hackmatack Way	0.04	Fort Hill Rd	End	Private		8	Thursday
204	Halter Ln	0.24	Bridle Path	end	Public		7	Monday
205	Hamblen Rd	0.26	Gray Rd	end	Public		2	Wednesday
206	Hannah Dr	0.2	Huston Rd	end	Public		20	Wednesday
207	Hansen Way	0.12	Dingley Spring Rd	end	Private		1	Thursday
208	Harding Bridge Rd	1.24	Dyer Rd	end	Public		40	Wednesday
209	Harding Rd	0.63	Narragansett St	end	Public		19	Monday



## Attachment #2

210	Hardwood Ln	Burnham Rd	end	Private	1	Monday
211	Harriet Cir	0.14 Tapley Dr	end	Public	3	Monday
212	Harriman Way	0.11 Distant Pines Dr	end	Public	6	Monday
213	Harts Way	0.16 Day Rd	end	Private	6	Tuesday
214	Hawkes Farm	241 Main St		Private	1	Tuesday
215	Hawkes Way	0.05 Gray Rd	end	Private	3	Wednesday
216	Hay Field Dr	0.35 Dingley Spring Rd	end	Public	15	Thursday
217	Heather Way	0.13 Cressey Rd to end	end	Public	8	Monday
218	Hebert Way	0.03 Barstow Rd	end	Private	1	Wednesday
219	Helms Way	Day Rd	end	Private Driveway	1	Tuesday
220	Hemlock Dr	0.35 Friendly Village		Private	38	Monday
221	Henry Ln	Gray Rd	end	Private	1	Tuesday
222	Herrick Rd	0.18 Day Rd	end	Public	6	Tuesday
588	Hessian Dr	Ichabod Ln	Ichabod Ln Ext	Private	2	
223	Hickory Ln	0.24 North Gorham Rd	end	Public	15	Wednesday
224	Hidden Brook	Old Dynamite Way		Private	10	Tuesday
225	Hidden Pines Dr	0.26 Libby Ave	end	Public	15	Tuesday
226	High Acre Ln	0.09 Fort Hill Rd	end	Private	2	Thursday
228	Highland Ave	0.17 Lincoln St	Robie Ave	Public	17	Tuesday
227	Highland Ave Ext	Lincoln St	end	Public	1	Tuesday
229	Highmeadow Dr	0.32 Barstow Rd	end	Public	10	Wednesday
230	Hillview Rd	0.36 Gray Rd	Johnson Rd	Public	28	Tuesday
231	Hodgdon Rd	0.71 County Rd	Burnham Rd	Public	15	Monday
232	Holley Ln	0.05 North Gorham Rd	end	Private	1	Wednesday
233	Homestead Ln	0.11 Sebago Lake Rd	end	Private	3	Wednesday
234	Hope Dr	0.1 Lily Ln	end	Public	8	Wednesday
235	Horseman Dr	0.11 Ichabod Ln	end	Public	5	Wednesday
236	Hubbards Way	0.1 Wilson rd	end	Private	1	Wednesday
237	Hurricane Rd	1.65 North Gorham Rd	covered bridge	Public	21	Wednesday
238	Husky Dr	State ST	USM Campus	Private	1	
239	Huston Rd	1.86 Fort Hill Rd	Newell St	Public	60	Wednesday
240	Huston Rd Ext	0.03 Gray Rd	Newell St	Public	1	Wednesday
241	Hutcherson Dr	0.67 Bartlett Rd	end	Public	0	
242	Ichabod Ln	0.16 Sleepy Hollow Dr	end	Public	16	Wednesday
243	Ichabod Ln Ext			Public	21	Wednesday
244	Indian Camp Way	0.16 Longfellow Rd	end	Private	3	Tuesday
245	Ira Dr	0.17 Line Rd	end	Private	3	Thursday
246	Jackies Way	0.1 Brackett Rd	end	Private	6	Tuesday
247	Jacobs Way	Grant Rd	end	Private	5	Thursday
248	Jamison Dr	0.06 Burnham Rd	end	Private	1	Monday
249	Jane St	0.19 Dingley Spring Rd	Shaws Mill Rd	Public	6	Thursday

## Attachment #2

250	Jenna Dr	0.17	Libby Ave	Cyr Dr	Public	2	Tuesday
251	Jennifer Way		Spiller Rd	Boulder Dr	Public	10	Thursday
252	Jericho Ln		9 Morrill Ave	end	Private Driveway	2	Monday
253	Jessica Ln	0.15	Gray Rd	end	Private	4	Tuesday
589	Joe Jones Way		Ossipee Trl/Rt25		Private Driveway	1	
254	Johnson Rd	0.37	New Portland Rd	Hillview Ave	Public	23	Tuesday
255	Jonathan Rd	0.32	Ossipee Trail	end	Public	12	Thursday
256	Jordan Dr	0.39	Wood Rd	end	Public	10	Thursday
257	Joseph Dr	0.15	Main St	end	Public	26	Tuesday
590	Joshua Tree Dr		Brackett Rd		Private	1	
258	Julia Dr	0.2	Deering Rd	end	Public	4	Monday
259	Juneau Way		New Portland Rd	end	Private	2	Tuesday
260	Juniper Cir	0.04	Friendly Village		Private	3	Monday
261	Justice Dr		47 Sebago Lake Rd	end	Public	1	
262	K De Ln		Patio Park Ln		Private Driveway	6	Tuesday
263	Katahdin Dr	0.09	Sebago Lake Rd	end	Private	3	Wednesday
264	Kathryn St	0.13	Shaws Mill Rd	end	Public	6	Thursday
265	Kayla Way	0.16	Middle Jam Rd	end	Private	2	Wednesday
266	Keene Dr	0.15	County Rd	end	Public	5	Monday
267	Keepa Way	0.1	South St	end	Private	2	Monday
268	Kemp Rd	0.92	Sebago Lake Rd	end	Public	11	Wednesday
269	Kiara Ln	0.07	Samantha Dr	end	Public	8	Tuesday
270	Kimball Way	0.15	Fort Hill rd	end	Private	1	Thursday
271	Kingfisher Ct		Peregrine Dr	loop	Private	8	Thursday
272	Kings Grant Ln		Flaggy Meadow Rd	end	Private Driveway	2	Monday
273	Kinney Rd	0.26	Burnham Rd	end	Public	9	Monday
274	Koutsikos Dr	0.89	North Gorham Rd	end	Private	1	Wednesday
275	Kristas Way	0.09	Wescott Rd	end	Private	2	Wednesday
276	Laceys Way	0.09	Wagner Farms	end	Public	10	Tuesday
277	Ladys Slipper Way	0.22	Country Rd Scarborough	end	Private	5	Monday
278	Land Fill Rd	0.25	Huston Rd	landfill	Public	0	
279	Landing Dr		180-192 Main St	end	Private	8	Tuesday
601	Landslide Lane		Deering	End	Private Driveway	2	Monday
280	Laura Ln		108 Shaws Mill Rd		Private	10	Thursday
281	Laurel Pines Rd	0.39	Weeks Rd	loop	Public	25	Monday
282	Laurence Dr	0.18	Bartlett Rd	measurement sta	Public	1	Tuesday
283	Lawn Ave	0.27	Main St	End	Public	23	Tuesday
284	Leaha Dr		Narragansett St	end	Private	3	Monday
285	Leavitt Dr		Line Rd	end	Private	5	Thursday
286	Ledge Hill Rd	0.86	Files Rd	loop	Public	21	Thursday
570	Leo Lane		Kiara Drive	end	Private	1	Tuesday



## Attachment #2

287	Levi Ln		Mosher Rd	end	Private Driveway	2	Wednesday
288	Libby Ave	2.21	New Portland Rd	Irish/End	Public	67	Tuesday
289	Liberio Ln	0.04	South St	end	Private	1	Monday
290	Liberty Ln	0.08	Edgefield Dr	end	Private	4	Monday
291	Lilac Ln		91 North Gorham Rd	end	Private	9	Wednesday
292	Lily Ln	0.2	Queen St	end	Public	11	Wednesday
293	Lincoln St	0.17	South St	Robie Ave	Public	13	Tuesday
294	Line Rd	1.53	Dow Rd	Buxton Town Line	Public	19	Thursday
295	Little Pond Ln	0.03	Middle Jam Rd	End	Private	1	Wednesday
296	Little River Dr	0.46	Gray Rd	loop	Public	17	Wednesday
297	Little Wing Ln		332 New Portland Rd	end	Private Driveway	0	Tuesday
298	Lloyd Dr					1	
299	Lois Ln	0.08	Deering Rd	end	Private	3	Monday
300	Lombard St	0.17	State St	end	Public	10	Monday
301	Longfellow Rd	1.25	Brackett Rd	Westbrook Town Line	Public	30	Tuesday
302	Longmeadow Dr	0.37	Gray Rd	loop	Public	18	Wednesday
303	Longview Dr	0.31	Fort Hill Rd	Phinney Lot	Public	7	Thursday
304	Louise St	0.19	Newton Dr	Shirley Ln	Public	5	Tuesday
305	Lovers Ln	0.16	Fort Hill Rd	end	Public	9	Thursday
306	Lovers Ln 2	0.65	Cressey Rd	end	Public	1	Thursday
307	Lowell Rd	0.28	New Portland Rd	Longfellow Rd	Public	6	Tuesday
308	Lucina Terr	0.14	William Henry Dr	end	Public	6	Monday
309	Lylyanna Dr		10 Brackett Rd	end	Private Driveway	2	Tuesday
310	MacConnell Dr					1	
311	Maccoro Dr	0.17	Day Rd	end	Private	2	Tuesday
594	Madison Way				Private	7	
312	Mahlon Ave	0.44	McLellan Rd	end	Public	17	Tuesday
313	Main St	3.31	Rt 114	Westbrook Town Line	Public	142	Tuesday
314	Maine Metal Rd	0.1	County Rd	end	Private	1	Monday
315	Mallard Dr		Kemp Rd	end	Private	13	Wednesday
316	Mallison St	0.24	Gray Rd	Windham Town Line	Public	10	Wednesday
317	Maple Dr	0.43	Friendly Village		Private	62	Monday
318	Maple Ridge Rd	0.23	Sebago Lake Rd	end	Public	20	Thursday
319	Maplewood Dr	0.18	South St	end	Public	9	Tuesday
320	Marathon Ave	0.07	Shepards Way	end	Public	7	Tuesday
321	Marion St	0.13	Shaws Mill Rd	Jane St	Public	4	Thursday
322	Marshall Way	0.08	Ossipee Trail	loop	Private	1	Thursday
323	Marston Dr	0.16	South St	end	Private	2	Tuesday
324	Martin Dr	0.2	Longview Dr	end	Public	6	Thursday
325	Maryanne Dr		Waterhouse Rd	end	Public	14	Monday
580	Mason Lane	0.81	McLellan	End	Private	0	Tuesday
326	Matthew Dr	0.11	Quincy Dr	end	Public	6	Monday

## Attachment #2

327	McAdam Way		New Portland Rd	end	Private	2	Tuesday
328	McGouldrick Woods		Old Orchard Rd	end	Private Driveway	1	Thursday
329	McLellan Rd	1.33	South St	Brackett Rd	Public	25	Tuesday
330	McNealy Rd	0.25	Dunlap Rd	end	Public	1	Wednesday
331	McQuillians Hill Dr	0.17	Day Rd	end	Public	6	Tuesday
332	Meadow Crossing Dr	0.46	Fort Hill Rd	end	Public	19	Thursday
333	Meadowbrook West	0.24	Main St	end	Private	0	Tuesday
334	Mechanic St	0.12	New Portland Rd	Railroad Ave	Public	0	Tuesday
335	Mercier Way	0.36	Fort Hill Rd	end	Public	17	Thursday
336	Merrill Rd		Narragansett St	end	Private	1	Monday
337	Middle Jam Rd	0.98	North Gorham Rd	Standish Town Line	Public	21	Wednesday
338	Midnight Way	0.08	Twilight Ln	end	Private	4	Tuesday
339	Mighty St	2.08	Fort Hill Rd	Loops	Public	50	Thursday
340	Mill Pond Rd	0.5	Fort Hill Rd	end	Public	1	Thursday
341	Millett Dr		School St	end	Private	0	Thursday
342	Mitchell Hill Rd	1.14	Burnham Rd	Scarborough Town Line	Public	20	Monday
343	Moodys		198-200 Narragansett St	end	Private Driveway	0	
344	Moonpenny Ln		Dingley Spring Rd	End	Private	1	Thursday
345	Morrill Ave	0.32	South St	end	Public	19	Monday
346	Morse Meadow Dr	0.07	Mosher Rd	end	Private	2	Wednesday
347	Mosca Nero Dr	0.15	Farrington Rd	end	Private	3	Thursday
348	Mosher Rd	2.94	Main St	Gray Rd	Public	80	Wednesday
349	Mountview Dr	0.44	Burnham Rd	Saddle Ln	Public	14	Monday
350	Murray Dr		Mighty St	end	Public	13	Thursday
351	Narragansett St	2.16	State St	Buxton Town Line	Public	98	Monday
352	Nason Rd	0.43	North Gorham Rd	end	Public	10	Wednesday
353	Natures Way		146 Brackett Rd	end	Private Driveway	2	Tuesday
354	New Portland Rd	2.71	Main St	Westbrook Town Line	Public	63	Tuesday
355	Newell St	0.33	Gray Rd	Sebago Lake Rd	Public	14	Wednesday
356	Newton Dr	0.3	Brackett Rd	end	Public	10	Tuesday
357	Nicoles Way	0.12	Dingley Spring Rd	end	Private	2	Thursday
358	Nobles Way		157-159 Issipee Trail	end	Private	3	Thursday
359	Nonesuch Rd	0.2	Burnham Rd	Mitchell Hill Rd	Public	5	Monday
360	North Branch Dr	0.2	Files Rd	End	Private	1	Thursday
361	North Gorham Rd	3.22	Rt 237	Windham Town Line	Public	91	Wednesday



## Attachment #2

362	North St	0.7	Fort Hill Rd	Buck St	Public	20	Thursday
363	Norway Rd	0.19	Fort Hill Rd	end	Private	8	Thursday
364	Notta Ln		Fort Hill Rd	end	Public	1	Thursday
365	Oak Circle		Friendly Village		Private	9	Monday
366	Oak Wood Dr	0.44	Running Springs Rd	loop	Public	28	Monday
367	Obrien Drive		Van Vliet	end	Private	4	
368	Old Dynamite Way		Gray Rd		Public	23	Tuesday
369	Old Oak Ln	0.08	New Portland Rd	end	Public	5	Tuesday
370	Old Orchard Rd North	0.32	Ossipee Trail	end	Public	6	Thursday
372	Olde Canal Way		352-354 Mosher Rd		Private	3	Wednesday
373	Olive Lane	0.06	Sebago Lake Rd	end	Private	1	Wednesday
374	Osborne Rd	0.76	Flaggy Meadow Rd	Buxton Town Line	Public	21	Monday
375	Ossipee Trail	5.32	State St	Standish Town Line	Public	87	Thursday
376	Overlook Dr	0.16	Longview Dr	end	Private	4	Thursday
377	Paige Dr	0.22	Spiller Rd	end	Public	9	Thursday
378	Pams Way	0.17	Files Rd	End	Private	4	Thursday
379	Paradise Way	0.05	Libby Ave	end	Private	3	Tuesday
380	Park Ln	0.1	Johnson Rd	Hillview Ave	Public	5	Tuesday
381	Parker Hill Rd	0.17	Tow Path Rd	end	Public	15	Wednesday
382	Partridge Ln	0.18	Sebago Lake Rd	end	Public	3	Wednesday
383	Passing Ln	0.07	Dingley Springs Rd	end	Private	1	Thursday
384	Pastores Way		666 Fort Hill Rd	end	Private Driveway	2	Thursday
385	Patio Park Ln	0.37	Libby Ave	loop	Private Driveway	48	Tuesday
386	Patrick Dr	0.3	Dingley Spring Rd	end	Public	16	Thursday
387	Patriots Way	0.07	Barstow Rd	end	Private	1	Wednesday
388	Paulin Dr	0.11	Finn Parker Rd	end	Private	3	Thursday
389	Pearson Dr		Laurence Rd	end	Private	1	Tuesday
390	Peregine Dr	0.05	Fort Hill Rd	Falcon Crest Dr	Public	1	Thursday
391	Perkins Way	0.07	Sebago Lake Rd	end	Private	1	Thursday
393	Perry Ln	0.04	Waterhouse Rd	end	Private	2	Monday
394	Pheasant Ln	0.27	Fort Hill Rd	end	Public	10	Thursday
395	Phinney St	0.54	Fort Hill Rd	end	Public	18	Thursday
371	Phoebe Rd	0.1	Dow Rd	End	Public	2	Thursday
396	Pine St	0.1	State St	Green St	Public	5	Monday
397	Pinecone Ln	0.05	New Portland Rd	end	Public	2	Tuesday
398	Pioneer Cir	0.15	Settlers Way	end	Public	4	Thursday
399	Pleasant St	0.1	Gray Rd	Newell St	Public	7	Wednesday

## Attachment #2

400	Plowman Rd	0.08	County Rd	end	Private	3	Monday
401	Plummer Rd	1.62	Wecott Rd	rt 237	Public	35	Wednesday
402	Polliwog Ln	0.08	Quncy Dr	end	Public	6	Monday
403	Pompeo Dr	0.14	Dingley Spring Rd	end	Private	3	Thursday
404	Pond Rd		Justice Way	end	Public	1	
405	Pond Side Dr		State St	end	Private Driveway	2	Monday
406	Pond View Dr	0.08	Waterhouse Rd	end	Private	1	Monday
407	Poplar Circle	0.05	Friendly Village		Private	4	Monday
408	Portal Way	0.08	Main St	Clearview Dr	Public	2	Tuesday
591	Post Office Square		Mechanic St	Railroad Ave	Private	0	
409	Preble St	0.14	South St	Elm St	Public	7	Tuesday
410	Presumpscot Ridge Dr	0.04	North Gorham Rd	end	Private	1	Wednesday
411	Pride Ln	0.05	Brackett Rd	end	Private	1	Tuesday
412	Primrose Ln	0.18	Primrose Ln	Sunset Ln	Public	14	Tuesday
592	Public Works Dr		80 Huston Rd		Public	0	
413	Pumpkin Hill Rd	0.13	North Gorham Rd	end	Private	2	Wednesday
414	Quail Ridge Dr	0.27	Buck St	end	Public	8	Thursday
415	Queen St	1.32	Mosher Rd	end	Public	31	Wednesday
416	Quincy Dr	0.78	South St	Caitlin Dr	Public	39	Monday
417	Rackleff Way	0.1	Morrill Ave	end	Private	1	Monday
418	Railroad Ave	0.12	Mechanic St	Elm St	Public	0	Tuesday
419	Rainbow Ln	0.19	North Gorham Rd	end	Public	8	Wednesday
420	Rangeley Way	0.21	New Portland Rd	end	Private	3	Tuesday
421	Recycle Way		174-176 Narragansett St	end	Private Driveway	0	Monday
422	Richard Rd	0.16	Osborne Rd	end	Public	10	Monday
423	Ridge View Ln	0.06	High Meadow Dr	end	Private	2	Wednesday
424	Ridgefield Dr		Kingfisher Ct	loops	Private	35	Wednesday
425	Ridgeway Ave	0.1	South St	end	Public	7	Tuesday
426	Ritz Farm Rd	0.18	Fort Hill Rd	end	Public	7	Thursday
427	River Bend Rd	0.1	Valley View Dr	end	Private	3	Thursday
428	Rivers Edge Dr		Rt 237	end	Private	1	Wednesday
429	Robert Circle	0.07	Richard Rd	end	Public	1	Monday
430	Robie St	0.43	South St	Lincoln St	Public	22	Tuesday
431	Robin Hill Dr	0.11	Buck St	end	Private	1	Thursday
582	Rockwood Ln		Pheasant Knoll		Private	5	
573	Rocky Road		60 Hutcherson Dr		Private	1	
432	Rogers Way	0.07	Wood Rd	end	Private	1	Thursday
433	Romeys Way		Straw Rd	end	Private	2	Monday
434	Ross Rd	0.03	Gray Rd	end	Private	1	Tuesday
435	Running Springs Rd	0.52	South St	Weeks Rd	Public	28	Monday



## Attachment #2

436	Rust Rd	1.05	Ossipee Trail	end	Public	14	Thursday
437	Rustic Ridge Dr	0.11	South St	end	Private	1	Tuesday
438	Ryans Meadow Rd	0.09	County Rd	end	Private	3	Monday
439	Ryshae Dr	0.05	Sebago Lake Rd	end	Private	2	Wednesday
440	Saco St	0.32	Scarborough Town Line	Westbrook Town Line	Public	0	Tuesday
441	Saddle Ln	0.28	Bridle Path	end	Public	7	Monday
442	Sally Dr	0.17	Dewaynes Way	end	Public	7	Thursday
443	Samantha Dr	0.23	South St	end	Public	27	Tuesday
444	Samuels Way	0.08	Oakwood Dr	end	Private	3	Monday
445	Sanborn St	0.39	Dingley Spring Rd	Shaws Mill Rd	Public	19	Thursday
447	Sandford Dr	0.36	Hutcherson Dr	end	Public	2	
446	Sandy Terr	0.12	Burnham Rd	end	Public	5	Monday
448	Sargent Way	0.06	Mighty St	end	Private	1	Thursday
449	Sawyer Farm Rd		Hurricane Rd	end	Private	3	Wednesday
450	School St	0.54	Rt 25	pumping station	Public	20	Thursday
451	Scroggie Way	0.17	Osborne Rd	end	Public	4	Monday
595	Seaside Dr				Private Driveway	1	
452	Sebago Lake Rd	4.32	Huston Rd	Standish Town Line	Public	134	Wednesday
453	Settlers Way	0.45	Valley View Dr	loop	Public	14	Thursday
454	Shad Gully Rd	0.1	Maple Ridge Rd	Standish Town Line	Public	1	Thursday
455	Shady Run Ln	0.17	Oakwood Dr	end	Public	10	Monday
456	Shamrock Dr	0.24	Main St	end	Public	12	Tuesday
457	Shana Lane		Dingley Spring Rd	loop	Private	1	Thursday
458	Shaws Mill Rd	2.02	Ossipee Trail	Standish Town Line	Public	52	Thursday
459	Shelby Dr	0.09	Paige Dr	end	Public	4	Thursday
460	Shepards Way	0.18	Libby Ave	end	Public	16	Tuesday
461	Shiers Meadow Dr		County Rd	end	Private	7	Monday
462	Shirley Ln	0.3	Brackett Rd	end	Public	12	Tuesday
463	Shyannes Way		110 North Gorham Rd	end	Private	2	Thursday
464	Simona Shores Dr		697 Gray Rd	end	Private	0	Wednesday
465	Skyline Drive		Harding Rd	end	Private	1	Monday
466	Sleepy Hollow Dr	0.39	Huston Rd	Harding Bridge Rd	Public	13	Wednesday
467	Small Pond Rd	0.04	County Rd	end	Private	4	Monday
468	Smith Rd	0.24	Main St	end	Public	1	Tuesday
469	Snowberry Dr		Brackett Rd	end	Public	11	Tuesday
470	Soloman Dr	0.58	Weeks Rd	end	Public	18	Monday
471	Sophie Ln	0.17	McLellan Rd	end	Private	2	Tuesday
472	South Branch Terrace Dr	0.18	County Rd	end	Public	8	Monday
473	South Gorham Crossing		82 County Rd	end	Private	1	

## Attachment #2

474	South St	2.91	Rt 25	County Rd	Public	94	Monday
475	Spiller Rd	1.69	Ossipee Trail	Fort Hill Rd	Public	44	Thursday
476	Spring Brook Ln	0.12	Meadow Crossing	end	Public	4	Thursday
477	Spruce Ln	0.12	South St	end	Public	12	Tuesday
478	Stable Dr	0.08	Harding Bridge Rd	end	Private	1	Thursday
574	Stagecoach Lane		Harding Bridge Rd	end	Private	1	Wednesday
479	Standish Neck Rd	0.48	North Gorham Rd	Standish Town Line	Public	12	Wednesday
480	Starlit Way	0.08	Caitlin Dr	end	Public	6	Monday
481	State St	0.6	Rt114	Cressey Rd Cul	Public	52	Monday
482	Stephanie Dr		Tink Dr	loop	Public	12	Tuesday
568	Stephen Ward Dr		Main St	end	Private	14	
483	Stevens Dr	0.09	Sebago Lake Rd	end	Public	3	Wednesday
484	Stonegate Way	0.21	North St	end	Private	3	Thursday
485	Straw Rd	0.69	Washburn Dr	end	Public	20	Monday
486	Strawberry Ln	0.16	South St	end	Private	1	Tuesday
487	Stroudwater Falls Ln	0.08	County Rd	end	Private	1	Monday
488	Strouts Way	0.14	Ossipee Trail	end	Private	2	Thursday
489	Stuart Dr	0.06	Sebago Lake Rd	end	Private	1	Wednesday
490	Sugar Maple Ln		Lovers Ln	end	Private Driveway	3	Thursday
576	Sugar Way		Dingley Springs Rd	end	Private	1	
491	Summerfield Court		Falcon Crest Dr	end	Private	8	Wednesday
492	Sunny Acres		664 Fort Hill Rd		Private Driveway	1	Thursday
493	Sunrise Ln	0.12	Village Woods Cir	end	Public	7	Monday
494	Sunset Ln	0.13	Lawn Ave	Libby Ave	Public	8	Tuesday
495	Sydneys Way	0.34	Gray Rd	end	Private	6	Wednesday
496	Sylvan Ln	0.05	Park St	end	Public	4	Monday
572	Tall Pine Bluff Dr		Tucker Rd	End	Private	0	Wednesday
497	Tamarack Circle	0.12	Friendly Village		Private	13	Monday
498	Tammys Way		Jordan Dr	end	Private	2	Thursday
499	Tanglewood Dr		Phinney St	end	Private	4	Thursday
500	Tannery Brook Rd	0.29	Libby Ave	end	Public	13	Wednesday
501	Tapley Dr	0.27	Burnham Rd	end	Public	9	Monday
502	Tatlam Way				Private	1	
503	Taylor Way	0.04	Ossipee Trail	end	Private	2	Thursday
504	Teran St	0.05	Narragansett St	William Henry Dr	Public	5	Monday
505	Terry St	0.08	George St	end	Public	6	Wednesday
506	Thomas Hawkes Dr	0.14	Gray Rd	end	Private	1	Wednesday
508	Thompson Dr	0.02	Gray Rd	end	Private	1	Tuesday



## Attachment #2

507	Tia Trail		Shana Drive	end	Private		1	Thursday
509	Timber Ridge Rd	0.14	Gateway Commons	end	Public		9	Tuesday
510	Timber Springs		170 Buck St	end	Private Driveway		1	Thursday
511	Timothy Dr		Winslow Rd	end	Public		6	Wednesday
512	Tink Dr		Main St	End	Public		30	Tuesday
513	Toppan Dr	0.11	New Portland Rd	end	Private		1	Tuesday
514	Tori Ln		Patio Park Ln		Private Driveway		2	Tuesday
515	Tow Path Rd	0.27	Gray Rd	end	Public		18	Wednesday
516	Towle Rd	0.16	McLellan Rd	end	Private		2	Tuesday
517	Town Common	0.18	Libby Ave	end	Public		10	Tuesday
518	Tranquil Dr		Libby Ave	end	Private		2	Tuesday
519	Trevor Ln	0.1	Crockett Rd	end	Private		1	Wednesday
520	Truman Rd	0.19	Spiller Rd	end	Public		7	Thursday
571	TUCKER DR		HUSTON RD	END	Private		0	Wednesday
521	Tukta Way		20A Finn Parker Rd	end	Private Driveway		1	Thursday
522	Twilight Ln	0.28	Harding Rd	end	Public		9	Monday
523	Tyng Rd	0.11	Walnut Crest Rd	end	Private		1	Tuesday
524	Underhill Dr	0.28	Winslow Rd	end	Public		10	Wednesday
525	Union St	0.12	Canal St	end	Public		6	Wednesday
526	University Way		College Ave	USM Campus	Private		0	
527	Valleyview Dr	0.64	Fort Hill Rd	end	Public		26	Thursday
528	Van Vliet Dr		Cressy Rd	end	Private		7	Monday
529	Veranda Dr	0.15	New Portland Rd	end	Public		7	Tuesday
530	Village Woods Cir	0.36	Oakwood Dr	loop	Public		18	Monday
531	Virginia Dr				Private		1	Wednesday
600	Vista Drive		Mosher	End	Private		1	
532	Wagner Farms Rd		206-208 Libby Ave		Public		41	Tuesday
533	Walnut Crest Rd	0.28	Main St	end	Public		3	Tuesday
534	Wards Hill Rd	0.94	Sebago Lake Rd	end	Public		15	Wednesday
535	Washburn Dr	0.24	South St	end	Public		3	Monday
536	Water St	0.27	Main St	end	Public		13	Tuesday
537	Waterhouse Rd	0.73	South ST	end	Public		27	Monday
538	Webster Rd		Flaggy Meadow Rd	end	Private		5	Monday
539	Weeks Rd	1.05	South St	end	Public		21	Monday
540	Wentworth Dr	0.06	Gray Rd	end	Public		0	Tuesday
541	Wescott Rd		Rt 237	Rt 114	Public		25	Wednesday
542	Western Ave	0.07	Johnson Rd	end	Public		4	Tuesday
543	Whipple Rd	0.19	North Gorham Rd	end	Public		9	Wednesday
544	Whispering Pines Lane		Robie St	end	Private		1	Tuesday
545	White Birch Ln	0.06	New Portland Rd	end	Public		5	Tuesday
546	White Rock Cir	0.06	White Rock Dr	end	Public		1	Wednesday
547	White Rock Dr	0.21	Sebago Lake Rd	end	Public		8	Wednesday
548	Whitetail Dr		Mighty St	end	Private		1	Thursday

## Attachment #2

549	Wight Ln	0.1	Great Falls Rd	end	Private	6	Wednesday
550	Wildlife Dr		Ossipee Trail	end	Private Driveway	2	Thursday
551	William Henry DR	0.33	Adeline Dr	Teran St	Public	14	Monday
552	Willis Farm Rd		Gray Rd	Sebago Lake Rd	Private Driveway	3	Wednesday
553	Willow Circle	0.14	Friendly Village		Private	15	Monday
554	Willowdale Dr	0.15	Libby Ave	end	Public	10	Tuesday
555	Wilmers Way	0.08	Buck St	end	Private	3	Thursday
556	Wilson Rd	1.45	Barstow Rd	Hurricane Rd	Public	33	Tuesday
557	Winding Brook Way		Plummer Rd	end	Private	6	Wednesday
558	Winslow Rd	0.7	Sebago Lake Rd	end	Public	30	Wednesday
559	Winterberry Dr	0.11	Laurell Pines Rd	loop	Public	6	Monday
560	Wintergreen Dr	0.11	Willowdale Dr	end	Public	15	Tuesday
561	Wolf River Run	0.14	Fort Hill Rd	end	Private	8	Thursday
562	Wood Rd	1.35	Ossipee Trail	Finn Parker Rd	Public	41	Thursday
563	Woodland Rd	0.24	Barstow Rd	end	Public	8	Wednesday
564	Woods Edge Dr		Falcon Crest Dr	end	Private	14	Thursday
565	Woodside Dr	0.06	Water St	end	Private	8	Tuesday
566	Woodspell Rd		Longfellow Rd	end	Public	10	Tuesday
567	Youngs Way	0.09	Davis Annex	end	Private	1	Monday
	<b>TOTAL</b>					<b>6053</b>	



ATTACHMENT #3

**Sample Contract**  
**AGREEMENT BETWEEN THE TOWN OF GORHAM**  
**AND \_\_\_\_\_ FOR WASTE COLLECTION AND**  
**HAULING SERVICES**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2020, by and between the TOWN OF GORHAM, a body politic and corporate having a place of business in the County of Cumberland, State of Maine (hereinafter "TOWN") and \_\_\_\_\_, a Maine corporation with a mailing address of \_\_\_\_\_ (hereinafter "CONTRACTOR")

WITNESSETH:

WHEREAS, the TOWN did advertise for Proposals by Request for Proposal for Municipal Solid Waste and Recyclable Material Curb Side Pick-up Services; and

WHEREAS, CONTRACTOR did under the date of \_\_\_\_\_ 2020 submit a proposal for such work; and

WHEREAS, after due consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. SCOPE OF WORK.

CONTRACTOR shall furnish the materials, supplies, equipment, vehicle, facilities and labor required to provide all of those services set forth in the Request for Proposals, a copy of which is attached hereto as Exhibit 1. CONTRACTOR hereby acknowledges receipt of the Request for Proposal, which is hereby incorporated and made part of this Agreement by reference. All work shall be performed in accordance with CONTRACTOR's Proposal, a copy of which is attached hereto as Exhibit 2 and which is hereby incorporated by reference, except as otherwise modified by this Agreement. Where there is a conflict between the terms of this Agreement and CONTRACTOR's Proposal, this Agreement shall control.

2. TERM; AGREEMENT SUBJECT TO ANNUAL APPROPRIATION; EXTENSION OF TERM.

The term of this Agreement shall commence on \_\_\_\_\_, 2020 and shall end on \_\_\_\_\_ unless sooner terminated as provided herein. Each year of this Agreement is subject to the appropriation by the Town Council of the funds required for payment hereunder. In the event that the Town Council fails to authorize such funding during any year of this Agreement, the Agreement shall terminate and become null and void at the end of the last year for which funding has been authorized, and neither party shall have any continuing rights under this Agreement.

If the TOWN, in its sole discretion, elects to extend this Agreement at the end of the three-year term, the TOWN shall notify the CONTRACTOR no less than thirty (30) days prior to the termination date of the Agreement. In the event of such an extension, the CONTRACTOR shall have the right to adjust the annual rates for service to reflect the increase in the U.S. City Average Consumer Price Index For All Urban Consumers (CPI-U). Any additional terms or revisions to the existing Agreement

shall be negotiated between the TOWN and the CONTRACTOR no later than thirty (30) days prior to the termination date established by this Agreement.

3. BONDS.

CONTRACTOR shall furnish to the TOWN, upon execution of the Agreement, a Contract Performance Bond for the full amount of the Contract Price and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the TOWN. The Bond shall be in the amount of one hundred (100) percent of the Contract Price for the first year (12 calendar months) of the Agreement as security for the faithful performance of this Agreement and as security for payment of all persons performing labor and furnishing materials and equipment in connection with this Agreement. The Performance Bond shall be obtained and executed for the first year of this Agreement prior to the execution of this Agreement and shall be considered a condition precedent to the execution of this Agreement. A Performance Bond shall be renewed annually or a new Bond provided for Services to be performed in the second, and third years of this Agreement. Each such renewal or new Bond shall be in the amount of one hundred (100) percent of the Contract Price for the year for which the renewal or the new Bond is obtained.

4. INDEMNIFICATION.

CONTRACTOR shall defend, indemnify and hold harmless the TOWN, and its officers, employees and agents from and against all claims, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of the work required under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (including the loss of use resulting therefrom), and is caused in whole or in part by any intentional or negligent act or omission of CONTRACTOR, or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified under this paragraph. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph.

5. INSURANCE.

CONTRACTOR shall provide the following insurances:

**Public Liability Insurance (or Commercial General Liability)** in the amount of not less than One Million Dollars (\$1,000,000.00), combined single limit, to protect the CONTRACTOR and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by it.

**Automobile Liability Insurance** in the amount of not less than One Million Dollars (\$1,000,000.00), combined single limit, to protect CONTRACTOR and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by it.

**Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law.



**Pollution Liability Insurance** in the amount of not less than one Million Dollars (\$1,000,000.00).

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

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

6. VEHICLES.

All vehicles utilized by CONTRACTOR in the performance of services under this Agreement shall be licensed in the State of Maine and shall be operated by drivers with the required State of Maine drivers licenses. Each vehicle shall comply with all applicable state, local and federal regulations, as well as with all applicable requirements of Maine Energy Recovery, Inc. Vehicles and other equipment shall be kept in good repair and in a sanitary condition. Each vehicle shall contain CONTRACTOR's name and telephone number, as well as a unique identifying number that is at least three (3) inches in height and located on both front doors of the vehicle. Each vehicle involved in curbside pickup operations shall have appropriate equipment for the cleanup of waste or recyclables that may be spilled or scattered during the process of collection. Each vehicle shall be secured in such a manner as to prevent littering or leaking of fluids.

7. PERMITS AND LICENSES.

CONTRACTOR shall be responsible for the cost, acquisition and maintenance of all permits and licenses necessary for the performance of work under this Agreement.

8. MUNICIPAL SOLID WASTE AND RECYCLABLES.

CONTRACTOR shall provide collection services for all municipal solid waste as set forth in the Invitation to Bid and CONTRACTOR's Proposal. CONTRACTOR shall not collect any waste that does not comply with the requirements of the TOWN's Solid Waste Ordinance (see Exhibit 1 and

attachments), as may be amended from time to time. CONTRACTOR shall not collect waste that is not placed in appropriate bags.

CONTRACTOR shall provide recycling services as set forth in the Invitation to Bid and CONTRACTOR's Proposal. CONTRACTOR shall provide curbside collection of recyclable materials, including sorting where necessary.

CONTRACTOR shall provide the following collection services:

A. Municipal Solid Waste (MSW) collection: CONTRACTOR shall provide weekly, door-to-door pickup of residential MSW and residential municipal recyclable material on all public and eligible private roads, as further described in Section 9 of this Agreement.

CONTRACTOR shall not mix household waste and commercial waste in collection vehicles.

## 9. ROUTES AND COLLECTION SCHEDULES.

CONTRACTOR shall provide services to all public streets and eligible private roads located in the TOWN.

CONTRACTOR shall provide the TOWN with a map of its collection routes and a schedule for pickups on those routes. The TOWN must approve such map and schedule. The TOWN may require changes to routes or schedules, with prior notice to CONTRACTOR. CONTRACTOR may change the routes or schedules only after notice to and approval by the TOWN. Unless otherwise approved by the TOWN, hours of collection shall start no earlier than 7:00 a.m. and shall be completed no later than 8:00 p.m. Normal pickup days shall be Monday through Friday.

In the event that a regularly scheduled collection is missed, except as set forth below, and a complaint received by either the TOWN or CONTRACTOR and it is determined that the missed pickup was not the result of the customer's failure to place materials curbside at the appropriate time, CONTRACTOR shall collect such materials within twenty-four (24) hours of CONTRACTOR's receipt of the complaint of the missed collection. The TOWN shall notify CONTRACTOR within three hours of any complaint received by it of a missed collection.

The above paragraph shall not apply to holidays established as non-collection days or in the event of a serious storm during which the TOWN suspends collection services. Non-collection holidays are: New Year's Day, July 4th, Thanksgiving Day and Christmas Day. Where collection services are not provided due to a holiday or a storm as provided herein, CONTRACTOR shall provide the collection services missed on such a day on the next day. CONTRACTOR may seek an extension of the hours of collection if necessary for such days.



10. CONTRACT PRICE.

Payment shall be made in the amounts set forth below for each year of this Agreement.

<b>Year One</b>							
<b>Year Two</b>							
<b>Year Three</b>							

11. PAYMENT.

CONTRACTOR shall send an invoice to the TOWN within fifteen (15) days after the last day of the month for which the invoice is due. The amount of each monthly invoice shall be one-twelfth (1/12) of the total contract price for that year. The TOWN shall remit payment within thirty (30) days of its receipt of the invoice.

12. CUSTOMER SERVICE.

It is recognized and agreed by the TOWN and CONTRACTOR that customer service is an integral part of this Agreement and that both parties are committed to providing a level of service that reflects the standards established by the TOWN. CONTRACTOR shall establish and maintain a log system for tracking complaints, problems or concerns from recipients of service under this Agreement. Said log system shall include, at a minimum, the time and date of each complaint, the name, address and telephone number of the complainant, and an explanation of how the complaint was resolved. In the event that the TOWN receives a complaint concerning performance of services under this Agreement, the TOWN shall promptly forward such complaint to CONTRACTOR, who shall notify the TOWN of the resolution of the complaint within two (2) business days of the date of the first notification of CONTRACTOR of the complaint. Copies of the log shall be provided to the TOWN when requested by the TOWN.

13. PERSONNEL.

CONTRACTOR shall provide adequate personnel to perform the services required by this Agreement. Clothing shall be as clean and neat as possible under the circumstances. Personnel shall be courteous, shall work as quietly as circumstances permit, shall not use profane or loud language, and shall not play loud music. Personnel shall wear shirts at all times when performing services under this Agreement.

In the event that the TOWN communicates to CONTRACTOR a complaint about any person performing services for CONTRACTOR under the terms of this Agreement concerning that person's failure to comply with any term of this Agreement or for acting in a negligent or wanton manner, the TOWN may suggest corrective action to CONTRACTOR, which such suggestion shall not be binding upon CONTRACTOR. In the event that the TOWN files two or more complaints against the same person, the TOWN shall have the right to require that such person shall not continue to provide services under this Agreement.

14. BOOKS, RECORDS AND REPORTS.

CONTRACTOR shall maintain adequate records of services provided under this Agreement, as well as all complaints received. CONTRACTOR shall provide monthly and annual reports on the number of customers served, the total amounts of recycled and municipal solid waste materials collected and all information contained in the complaint log required by this Agreement. CONTRACTOR shall provide in the reports any other information requested by the TOWN. The TOWN shall have the right to inspect the books and records relating to services provided under this Agreement, with one day's oral or written notice to CONTRACTOR. CONTRACTOR shall also provide in its annual report a list of the end sources to which all recyclables collected under this Agreement have been sent.

15. PUBLIC RELATIONS.

CONTRACTOR shall work with the TOWN to develop and disseminate any public relations materials determined by the TOWN to be necessary, including but not limited to information concerning the recycling program, and collection routes and times or changes thereto. CONTRACTOR shall develop and submit to the TOWN for approval a system of written notices to customers who have left unacceptable waste for removal or recycling, including any hazardous waste, of the reason why such waste will not be collected. CONTRACTOR and its employees shall notify appropriate authorities when any suspected criminal activity or injury to a person or property becomes known during the provision of services under this Agreement. Any assistance provided shall be subject to the immunity provisions of 14 M.R.S.A. § 164.

16. RANDOM INSPECTIONS.

The TOWN shall have the right to conduct random inspections of vehicles carrying solid waste or recyclables collected in the TOWN under the terms of this Agreement, without prior notice to CONTRACTOR, for the purpose of determining compliance with the requirements of this Agreement.

17. DISPOSAL FACILITIES.

All municipal solid waste collected under the terms of this Agreement shall be transported to ECOMAINE. Recyclables shall be transported, to ECOMAINE in Portland and processed at no additional cost to the TOWN beyond the amounts set forth in Section 10 of this Agreement. In no event shall any recyclables be disposed of in any manner other than through transport to an approved recycling facility. The disposal of recyclables in a waste to energy plant or a landfill facility without the prior written approval of the TOWN shall be considered a breach of this Agreement, and may result in termination either for cause, in the sole discretion of the TOWN.



18. QUALITY ASSURANCE.

The CONTRACTOR shall establish and maintain effective procedures to receive and provide prompt responses to service complaints or any communications from the TOWN. Such procedures and any changes therein shall be subject to the prior review and approval of the TOWN. The CONTRACTOR will resolve all such complaints within twenty-four (24) hours of receipt of the complaint. The CONTRACTOR shall provide a telephone number to the TOWN. The TOWN shall set meetings with the CONTRACTOR at the discretion of the TOWN, but in no event less often than two (2) times per year, to ensure that service continues to comply with all requirements of this Agreement.

The TOWN shall have the authority to determine whether the services provided under this Agreement provide an appropriate level of service and customer satisfaction and whether such services are in compliance with the terms of this Agreement. The TOWN may utilize whatever methods it deems appropriate for this determination, including but not limited to customer surveys or reviews of service complaints.

In the event of a failure by CONTRACTOR to complete the collection program for a particular day's route, except for severe weather conditions as determined by the TOWN or a holiday as set forth in Section 9 of this Agreement, the TOWN may employ the services of others to complete the day's route or until such a time as the problem resulting in a failure to complete scheduled pickups has been resolved to the satisfaction of the TOWN, and the expense so incurred by the TOWN shall be deducted from the next payment to CONTRACTOR. No penalty shall occur for failure to pickup during a serious storm or a holiday as set forth in Section 9 of this Agreement.

19. ASSIGNMENT.

Neither party to the Contract shall assign the Agreement without the written consent of the other. CONTRACTOR shall not assign any monies due or to become due to it hereunder without the previous written consent of the TOWN. CONTRACTOR also shall not subcontract any services required under this Agreement.

20. DISPUTES.

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between CONTRACTOR and TOWN arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties, exclusive venue for any such civil action shall be in Cumberland County, Maine.

21. TERMINATION FOR CAUSE.

Without prejudice to any other right or remedy, the TOWN may terminate this Agreement at any time for cause by providing CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to, the adjudication of CONTRACTOR as a bankrupt, the making of a general assignment by CONTRACTOR for the benefit

of its creditors; the appointment of a receiver because of CONTRACTOR's insolvency; CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials, vehicles or equipment to perform the work required under this Agreement; CONTRACTOR's persistent failure to meet standards of performance required under the terms of this Agreement; CONTRACTOR's failure to comply with federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and CONTRACTOR's substantial violation of the provisions of this Agreement. The TOWN may also terminate this Agreement at any time for cause if CONTRACTOR subcontracts any services required under this Agreement without the TOWN's prior approval. In case of any termination for cause under this paragraph, CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said notice, except that CONTRACTOR shall be paid for all services rendered under this Agreement prior to the date of termination under this section.

22. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

CONTRACTOR shall be responsible for compliance with all applicable local, state and federal laws and regulations, and any applicable amendments thereto. CONTRACTOR shall also be responsible for compliance with the regulations of RWS.

23. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement and its Exhibits represent and contain the entire agreement between the parties. Any amendments to this Agreement shall be in writing and shall be signed by each party hereto.

24. NON-WAIVER.

Failure of a party to this Agreement to enforce a provision of this Agreement shall not constitute a waiver of the right to enforce any subsequent breach of that provision or any other provision of the Agreement.

25. NOTICES.

Any notices required under the terms of this Agreement shall be sent via United States mail, first class, return receipt requested, to the following:

**TOWN:** Ephrem Paraschak, Town Manager  
Town of Gorham  
75 South Street, Suite 1  
Gorham, ME 04038

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



IN WITNESS WHEREOF, the said TOWN OF GORHAM has caused this Agreement to be signed and sealed by Ephrem Paraschak, its Town Manager hereunto duly authorized, and CONTRACTOR has caused this Agreement to be signed and sealed by \_\_\_\_\_, its President, hereunto duly authorized, the day and date first above written.

WITNESS:

TOWN OF GORHAM

By: \_\_\_\_\_

By: \_\_\_\_\_  
Ephrem Paraschak  
Its Town Manager

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

**SOLID WASTE, FLOW CONTROL. AND HAZARDOUS WASTE ORDINANCE**

**(Ordinance Relating to the Disposal of Solid Waste within the Town of Gorham)**

Enacted May 5, 1987  
Revised February 4, 1992  
Amended March 12, 1996  
Amended February 4, 2003  
Amended April 5, 2016

**ORDINANCE RELATING TO THE DISPOSAL OF SOLID WASTE WITHIN THE MUNICIPALITY OF GORHAM;  
PRESCRIBING RULES AND REGULATIONS THEREFORE; PROVIDING PENALTIES FOR VIOLATION THEREOF**

**ARTICLE 1. GENERAL**

1.1 Short Title

This Ordinance shall be known as and may be cited as the "Ordinance Relating to the Disposal of Solid Waste within the Town of Gorham, Maine; Prescribing Rules and Regulations Therefore; Providing Penalties for Violation Thereof" and shall be referred to herein as the "Ordinance".

1.2 Purpose

The purpose of the Ordinance is to protect the health, safety and general well-being of the citizens of the Town of Gorham, enhance and maintain the quality of the environment, conserve natural resources and to prevent water and air pollution by providing for a comprehensive, rational and effective means of regulating the disposal of solid waste in the Municipality in accordance with the provisions of Title 38 M.R.S.A. Sec. 1304-B and 1305 as amended from time to time.

1.3 Definitions

For the purposes of this Ordinance, the following definitions shall be observed in the construction of this Ordinance.

1.3.1 "Acceptable Waste" Shall mean ordinary household, municipal, institutional, commercial and industrial Solid Waste including but not limited to, the following:

- a. Garbage, trash, rubbish, paper and cardboard, plastics, refuse, beds, mattresses, sofas, refrigerators, washing machines, bicycles, baby carriages and automobile or small vehicle tires, to the extent that Ecomaine determines that the air emission criteria and standards applicable to and at the Ecomaine Disposal Facility are not violated; and
- b. Processible portions of commercial and industrial Solid Waste; and
- c. Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than four and one-half (4 1/2) feet long and eight (8) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the Municipality shall not be obligated to deliver or cause to be delivered any items listed in this subpart (3) to the Ecomaine Disposal Facility, and further provided that such items may be delivered to the Ecomaine Disposal



Facility by or on behalf of the Municipality on an irregular basis only and shall represent an insignificant portion of the total Waste delivered to the Ecomaine Disposal Facility by or on behalf of the Municipality within any Calendar Year; and

d. Notwithstanding any provisions to the contrary, unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of a certain Waste Handling Agreement between Town of Gorham and Ecomaine are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Ordinance. However, any substances which as of the date of said Waste Handling Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

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

1.3.3 "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.

1.3.4 "Board" shall mean the Town Council.

1.3.5 "Commercial Refuse Collector" shall mean a person, firm, corporation or other entity that collects, recycles or hauls the Solid Waste of another person, firm, corporation or other entity for a fee.

1.3.6 "Construction and Demolition Debris" shall mean

- a) "Construction/Demolition Debris"
- b) "Inert Fill"
- c) "Land Clearing Debris" and
- d) "Woodwaste"

all as defined in Chapter 400 of the Maine Department of Environmental Protection Regulations as may be amended from time to time, but excluding Acceptable Waste, Hazardous Waste and such other Solid Waste which the Board may by order or regulation exclude. The term "Construction and Demolition Debris" also shall exclude such items as are listed in Appendix B to the Demolition Materials Handling Agreement and amendments thereto.

1.3.7 "Demolition Materials Handling Agreement" shall mean a certain Demolition Materials Handling Agreement dated August 1, 1989 between the Municipality and RWS.

1.3.8 "Disposal" shall mean the discharge, deposit, dumping, incineration, spilling, leaking or placing of any Hazardous or Solid Waste, sludge or septage into or on any land, air or water so that the Hazardous or Solid Waste, sludge or septage or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

1.3.9 “Ecomaine” shall mean ECO Maine, a non-capital stock, non-profit corporation created pursuant to Title 13-B, Title 30-A, Chapter 115, and Title 38, Section 1304-B(5) of the Maine Revised Statutes, or any successor thereto or assignee thereof.

#### 1.3.10 Hazardous Waste

“Hazardous Waste” shall mean waste which by reason of its composition, characteristics or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to public health or safety. “Hazardous waste” shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of the waste handling agreement between the Town of Gorham and Ecomaine pursuant to (1) the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., as amended; (2) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §1301 et seq. as amended; (3) any other federal, state, county or local codes, statutes or laws; and (4) any regulations, orders or other actions promulgated or taken with respect to the items listed in Subsections (1) through (3) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered hazardous waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

#### 1.3.11 Incombustible Refuse

“Incombustible Refuse” shall mean all discarded articles or materials except sewage, liquid waste, garbage, and combustible refuse.

#### 1.3.12 Inert Fill

“Inert Fill” shall mean that material which does not chemically or biologically decompose, i.e., sand, gravel, bricks, rocks, etc.

1.3.13 “Municipality” shall mean the Town of Gorham.

1.3.14 “Municipal Disposal Facility” shall mean any land or structure or combinations of land area and structures owned or operated by, or under a contract with, the Municipality, including a transfer station or similar facility used in connection with the disposal of Acceptable Waste, whether such facilities are constructed before or after the completion of the RWS Disposal Facilities.

1.3.15 “Person” shall mean any natural person, corporation, partnership, or sole proprietorship, association or other legal entity.

1.3.16 “Public Solid Waste Disposal Facility” or “Public Disposal Facility” shall mean any land or structure or combination of land area and structures, including dumps and transfer stations used for storing, salvaging, including dumps and transfer stations used for storing, salvaging, reducing, incinerating, reclaiming or disposing of Solid Waste; this term shall include the Ecomaine Disposal Facility, the Municipal Disposal Facility and the Ecomaine Construction and Demolition Debris Disposal Facility.

1.3.17 “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 purposes.



1.3.18 "Ecomaine Disposal Facility" shall mean any land or structure or combination of land area and structures, including dumps and transfer stations owned or operated by or under a contract with Ecomaine and/or any other site designated by RWS or its assignee used for storing, salvaging, reducing, incinerating, reclaiming or disposing of Acceptable Waste pursuant to the Waste Handling Agreement and amendments thereto.

1.3.19 "Ecomaine Construction and Demolition Debris Disposal Facility" shall mean any land or structure or combination of land area and structures, including dumps and transfer stations owned or operated by or under a contract with, Ecomaine and/or any other site designated by Ecomaine or its assignee, used for storing, salvaging, incinerating, reclaiming or disposing of Construction and Demolition Debris pursuant to the Demolition Materials Handling Agreement and amendments thereto.

1.3.20 Revenue Recovery shall mean the materials or substances that still have useful physical or chemical properties after serving a specific purpose and that can be reused or recycled for the same or other purpose.

1.3.21 "RWS" or "Regional Waste Systems, Inc." shall mean Regional Waste Systems, Inc. , a non-capital stock, non-profit corporation created pursuant to Title 30, Chapter 203 and Title 13, Chapter 81 of the Maine Revised Statutes, or any successor thereto or assignee thereof.

1.3.22 "Solid Waste" shall mean useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including by way of example, and not by limitation, rubbish, garbage, refuse-derived fuel, 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 include 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 sold or exchanged does not exclude it from this definition.

1.3.23 "Unacceptable Waste" shall mean that portion of Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, agricultural waste, Biomedical Waste, Construction and Demolition Debris, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, and Hazardous Waste.

1.3.24 "Waste" shall mean Solid Waste, Biomedical Waste, Hazardous Waste, agricultural waste and septic tank sludge, and includes both Acceptable and Unacceptable Wastes.

1.3.25 "Waste Handling Agreement" shall mean a certain Waste Handling Agreement dated July 1, 1986 between the Municipality and RWS.

#### 1.4 Unlawful accumulation of solid waste

From and after the effective date of this ordinance and for reasons of health and sanitation, it shall be unlawful, except as provided for under §235-20, for any person to accumulate or permit to accumulate upon private property in the Town garbage, rubbish, combustible or incombustible refuse, white goods, or other solid waste generated within said Town, excepting inert fill material.

#### 1.5 Unlawful disposal of solid waste

It shall also be unlawful for any person to dispose of within the limits of the Town any refuse, garbage, recyclable materials, rubbish, white goods, or other solid waste generated within said Town except in accordance with the terms of this ordinance.

## 1.6 Curbside collection from residences.

1.6.1 The Town shall collect acceptable waste and recyclable materials from residences in the Town as provided in this ordinance. The Town shall not collect commercial or industrial solid waste and recyclable materials.

1.6.2 The Town may enter into a contract or contracts with one or more commercial haulers, which shall be known as “authorized commercial haulers”, for the collection and transport of acceptable waste and recyclable materials from residences in the Town as provided for in this section. Any such contract shall require the authorized commercial hauler to transport recyclable materials directly to the party or parties as designated by the Town Council.

1.6.3 Occupants of residences within the Town shall place acceptable waste and recyclable materials in suitable containers at curbside no later than 7:00 am of the day of the scheduled Town collection. Town-designated trash bags or tags shall be used for the disposal of all acceptable trash herein defined. Suitable containers placed at curbside after such time shall be considered as being intended for collection and as such shall be collected by none other than an authorized commercial hauler, all suitable containers shall be covered or securely tied so as to prevent spillage, windblown littering, or the ingress or egress of flies, rats, or vermin.

1.6.4 For purposes of this ordinance, “curbside” refers to that portion of a right-of-way adjacent to paved or travelled Town ways and private roads, provided that the owner or owners of each residence abutting such private road have given the Town permission to enter upon the road for the purpose of the collection of acceptable waste and recyclable material and have agreed to release the Town from liability and to defend, indemnify and hold harmless the Town against any and all claims, damages, actions, causes of action, judgments and costs, including attorney fees, for any personal injury (including death) or property damage arising out of or resulting from said collection to the extent such personal injury or property damage is caused by the failure of the private road to be kept in repair so as to be safe and convenient for travelers with motor vehicles.

1.6.5 Care shall be taken in the loading or unloading of acceptable waste and recyclable material so that none is scattered or spilled during its collection, transport and disposal; any acceptable waste or recyclable material so spilled shall be immediately cleaned up and removed by the Town or, if it has contracted with a commercial hauler, by the authorized commercial hauler.

## **ARTICLE 2. PUBLIC SOLID WASTE DISPOSAL FACILITIES**

### 2.1 Designation

2.1.1 In accordance with the provisions of Title 38 M.R.S.A. Sec. 1304-B, as amended from time to time, the Municipality hereby designates the Ecomaine Disposal Facility at 64 Blueberry Road in Portland, Maine and the Municipal Disposal Facility as its Public Solid Waste Disposal Facility for the depositing and disposal of Acceptable Waste, and, effective upon receipt by the Municipality of notice from Ecomaine of commencement of operations of the Ecomaine Construction and Demolition Debris Disposal Facility, designates the Ecomaine Construction and Demolition Debris Disposal Facility as its Public Solid Waste Disposal Facility for the depositing and disposal of Construction and Demolition Debris. The dumping or depositing by any person at any place other than at the Municipal Disposal Facility or the Ecomaine Disposal Facility of any Acceptable Waste generated within the Municipality is prohibited, and subsequent to receipt by the Municipality of notice from Ecomaine of commencement of operations of the Ecomaine Construction and Demolition Debris Disposal



Facility, the dumping or depositing by any person at any place other than the Ecomaine Construction and Demolition Debris Disposal Facility of any Construction and Demolition Debris generated within the Municipality is prohibited; provided, however, the owner of any lot, or any other person with the permission of the lot owners, may deposit or dump inert substances such as earth, rocks, concrete or similar material for fill purposes only, subject to State and local land use regulations.

### **ARTICLE 3. ADMINISTRATION**

#### **3.1 Governing Board**

3.1.1 The Town Council shall establish the rules and regulations governing the availability and use of the designated Public Solid Waste Disposal Facility.

3.1.2 The operation of the designated Public Solid Waste Disposal Facilities shall conform to all pertinent regulations or directives of all local, county, state or federal agencies which may have jurisdiction.

### **ARTICLE 4. RESTRICTIONS AND FEES FOR DISPOSAL**

#### **4.1 Restrictions**

4.1.1 No person shall dispose upon any land within the corporate limits of the Town of Gorham Solid Waste of any kind generated within the Municipality, unless such land has been designated by the Town Council as a Solid Waste Disposal Facility.

4.1.2 Certain materials may be excluded by order or regulation from that solid waste which may be deposited at a Public Solid Waste Disposal Facility. These excluded materials may include junk automobile bodies and similar bulky waste which may require special processing prior to disposal, burning materials or materials containing hot or live coals; Hazardous Wastes; and other materials which the Municipality deems necessary to exclude. Hazardous Wastes and Biomedical Wastes shall be handled in accordance with Title 38 M.R.S.A. Sec. 1319-0 as amended from time to time.

4.1.3 Except for licensed disposal of Hazardous or Biomedical Wastes, it shall be unlawful for any person, firm or corporation to burn or incinerate within the Municipality any Solid Waste generated within the Municipality other than leaves.

4.1.4 It shall be a violation of this Ordinance for any person to dispose of Solid Waste generated within the Municipality at any location or place other than at a Public Solid Waste Disposal Facility as designated under this Ordinance.

4.1.5 If the Town of Gorham adopts an Order by which it agrees to pay to Ecomaine the tipping fee for disposal of a certain type or types of Solid Waste (i.e., residential, commercial, industrial, or Construction and Demolition Debris), it shall be a violation of this Ordinance for a person disposing of Solid Waste at a Public Disposal Facility to misrepresent to Ecomaine that the Solid Waste is the type for which the Municipality has agreed to pay the tipping fee.

### **ARTICLE 5. RULES AND REGULATIONS**

#### **5.1 Authorized Disposal Facility Users**

5.1.1 The availability and use of the designated Public Solid Waste Disposal Facilities shall be limited to residents of or owners of property in, the Municipality and to those residents of any other municipality which may, by mutual agreement, be authorized to use the designated Public Solid Waste Disposal Facilities. As a means of user control, the Municipality may distribute vehicle permits to authorized users which shall be affixed to user vehicle(s). Failure to exhibit such permit shall result in denial of use of the Public Disposal Facility.

## 5.2 Resource Recover

5.2.1 The Town of Gorham may require Solid Waste to be separated into such categories as may be established by Municipal regulation and disposed of only in such manner and at such sites and locations as designated.

## 5.3 Property Rights

5.3.1 Any Solid Waste generated within the boundaries of the Town of Gorham shall become the property of the Municipality or Ecomaine pursuant to the terms of said Waste Handling Agreement and Demolition Materials Handling Agreement and amendments thereto. No one shall salvage, remove, or carry off any such Solid Waste without prior approval of the Town of Gorham and Ecomaine.

## **ARTICLE 6. LICENSING**

### Commercial and Residential Refuse Collectors

6.1 No Commercial or Residential Refuse Collector shall collect, recycle, or haul Solid Waste generated within the boundaries of the Town of Gorham without first obtaining an annual license.

### 6.2 License Applications

6.2.1 Any person wishing to obtain a Commercial or Residential Refuse Collector License shall present a written application therefor on a form provided by the Town of Gorham accompanied by payment of a fee and evidence of a waste hauling agreement between the applicant and Ecomaine for disposal of Gorham solid waste collected or transported by the applicant from the date that the application is filed and throughout the upcoming license year. A Commercial or Residential Refuse Collector License shall be issued by the Town of Gorham's Clerk (the "Issuing Authority"). All fees collected shall be for the use of the Town of Gorham unless the Town Council elects to delegate its licensing authority as described in §6.2.2 below. All licenses shall expire on June 30, unless revoked or suspended pursuant to §6.6. All renewal licenses shall be applied for by May and if granted, will be effective on July 1.

The applicant for a Commercial Refuse Collector license must submit the written application and all required supporting documentation, including but not limited to the valid existing contract with Ecomaine on or before May 1 immediately preceding the commencement of the license year.

6.2.2 The Town Council may designate a third party to serve as the Town's licensing agent and authorize the licensing agent to receive and process applications for solid waste hauling, licenses, establish and collect applicable licensing fees, and ensure that all license applications comply with the requirements set forth in this ordinance.



6.2.3 Fees for collection of transport of solid waste generated within the Town shall be established by order of the Town Council, or by the licensing agent, if the Town Council elects to delegate its licensing authority as described in Section 6.2.2 above.

6.3 An application for a Commercial or Residential Refuse Collector License shall contain the following information:

6.3.1 The applicant's name, business address, telephone number, and e mail address;

6.3.2 A copy of the applicant's certificate of good standing from the state of incorporation;

6.3.3 A list of the names and positions of principal officers and directors/members of the business, if a partnership, or LLC or corporation;

6.3.4 For each of the applicant's vehicles to be registered under the license, a list of the vehicle information, including year, make/model, tag number, and vehicle identification number;

6.3.5 Copies of the applicant's certificates of insurance for commercial general liability insurance (minimum of \$1 million per occurrence) and automobile liability insurance (minimum of \$1 million per occurrence), each naming the Town of Gorham as an additional insured, and worker's compensation insurance for all employees (statutory limits);

6.3.6 A copy of the applicant's current license from the Maine Department of Environmental Protection to transport non-hazardous waste, if applicable; and

6.3.7 An acknowledgement that the applicant understands and agrees that all acceptable waste collected in the Town must be disposed of at the Ecomaine facility or other licensed solid waste facility designated in writing by the Town of Gorham.

6.4 A copy of each Commercial or Residential Refuse Collector License issued and of each application thereof and of each monthly update shall be sent by the Town of Gorham to Ecomaine. Upon issuing a license hereunder, the Town of Gorham also shall issue to the Commercial or Residential Refuse Collector for each vehicle to be used by it a numbered sticker, provided by Ecomaine, and shall inform Ecomaine of the number on the sticker assigned to the Commercial or Residential Refuse Collector; provided, however, that if the licensed Commercial or Residential Collector already has a numbered sticker because it has obtained a current Commercial or Residential Refuse Collector License from another Ecomaine Municipality, the Issuing Authority shall not issue another numbered sticker but shall note on the Commercial Refuse Collector or Residential License the Municipality that issued such license and the number on the sticker issued by the Municipality. A licensed Commercial or Residential Refuse Collector shall affix this numbered sticker to the lower left-hand corner of the front windshield of each vehicle owned or operated by it. Ecomaine shall refuse to accept Solid Waste from vehicles lacking this numbered sticker.

6.5 All licensed Commercial or Residential Refuse Collectors shall comply with such rules and regulations as the Town Council may adopt from time to time; failure to comply with such rules and regulations shall be a violation of this Ordinance. Each Licensed Commercial Refuse Hauler shall send Ecomaine a copy of each Category A manifests that it provides to the Department of Environmental Protection pursuant to Chapter 411, Section 6 of the Department's Rules as amended from time to time.

6.5.1 All licensed Commercial or Residential Refuse Collectors must pay all invoices from Town of Gorham within fourteen (14) days or the Town may charge interest to the unpaid portion of the invoiced amount in an

amount not to exceed maximum interest rate allowed in the then current year for municipal real estate taxes. If an invoice or any portion thereof, remains unpaid after four months, violation of the license shall exist and the licensed Refuse Collector will be subject to penalties under section 6.6 including the possibility of license suspension and revocation.

6.6. Licensing, identification, and use of roll-on roll-off containers.

6.6.1 This licensing requirement applies only to roll-on roll-off containers.

6.6.2 Every roll-on roll-off container used to transport solid waste, construction and demolition debris or materials to be recycled, generated within the Town of Gorham, shall be visibly marked as follows:

a. on the two (2) largest sides with the name of waste hauler company, company's address and telephone number.

6.6.3 A container may only contain one (1) type of waste at a time. Acceptable waste, construction and demolition debris and unacceptable waste may not be placed in the same container at the same time.

6.7 Exemption for small collectors or transporters.

6.7.1 The licenses and fee requirements of this section shall not apply to collectors or transports who collect or transport less than ten (10) tons of Gorham waste per year.

6.8 License Denial, Revocation or Suspension

6.8.1 Licenses and renewals of licenses issued under Section 6.1 through 6.4 hereunder may be denied, revoked or suspended by the Issuing Authority as follows:

6.8.1.1 The first violation by a licensed Commercial or Residential Refuse Collector of any provision or provisions of this Ordinance shall result, in addition to any penalty or relief that the Municipal may seek under Paragraph VII of this Ordinance, in a thirty (30) day suspension of that Commercial or Residential Refuse Collector's License, or if on the date of the first violation, said license shall expire in less than thirty (30) days, the revocation of said license.

6.8.1.2 The second violation, at any time, by licensed Commercial or Residential Refuse Collector of any provision or provisions of this Ordinance shall result, in addition to any penalty or relief the Municipality may seek under Paragraph VII of this Ordinance, in a six (6) month suspension of that Commercial Refuse Collector's license or, if on the date of the second violation, said license will expire in less than six (6) months, the revocation of said license.

6.8.1.3 The third violation, at any time, by a licensed Commercial or Residential Refuse Collector of any provision or provisions of this Ordinance shall result, in addition to any penalty or relief the Municipality may seek under Paragraph VII of this Ordinance, in revocation of that Commercial or Residential Refuse Collector's license and in the denial of Commercial and Residential Refuse Collector's licenses to that person for subsequent calendar years unless and until the Town Council determines that the Commercial or Residential Refuse Collector may be allowed to apply for and receive all licenses under this Ordinance due to a change in the person's circumstances since the time of the third violation; provided, however, that any further violation shall result in the revocation of the Commercial or Residential Refuse Collector's license and the barring of that Commercial or Residential Refuse Collector from applying for a license under this Ordinance in subsequent calendar years.



6.8.1.4 No Commercial or Residential Refuse Collector's license may be suspended or revoked unless there first has been a hearing before the Issuing Authority, with seven (7) days' prior written notice to the Commercial or Residential Refuse Collector.

6.8.2 Decision of the Issuing Authority may be appealed to the Board of Appeals within ten (10) days after receipt of written notice of the Issuing Authority's decision, and seven (7) days' prior written notice of a hearing on such an appeal shall be given to the Commercial or Residential Refuse Collector or applicant. The taking of an appeal to the Board of Appeals shall not stay the Issuing Authority's decision or any denial, revocation or suspension of a Commercial or Residential Refuse Collector's license ordered by the Issuing Authority.

6.8.3 The Town of Gorham shall inform Ecomaine immediately in writing whenever it denies, suspends, or revokes a Commercial or Residential Refuse Collector's License hereunder.

#### **ARTICLE 7. Construction and Demolition Debris**

7.1 Effective upon receipt by the Municipality of notice from a licensed facility of commencement of operations of a Construction and Demolition Debris Disposal Facility, all persons who obtain a building or demolition permit from the Town of Gorham shall be required to simultaneously obtain a Construction and Demolition Debris Disposal Facility Permit from the Issuing Authority as provided herein in Part E. Prior to issuing a building or demolition permit, the municipal building inspector or code enforcement officer shall inspect the premises for which the building or demolition permit is proposed to be issued to determine whether hazardous or special wastes are present on the premises; if hazardous or special wastes are present on such premises, the parties seeking to obtain the building or demolition permit shall furnish the Town of Gorham with evidence of lawful disposal of such hazardous or special wastes prior to issuance of the building or demolition permit and Construction and Demolition Debris Disposal Facility Permit. This Permit shall be valid for the calendar year in which it is issued, and shall authorize the person to whom it is issued to dispose of Construction and Demolition Debris from the premises for which the building or demolition permit is issued at the licensed Construction and Demolition Debris Disposal Facility for a fee or fees to be set by the Town Council by order; however, the Issuing Authority, in addition to any penalty or relief the Town of Gorham may seek under Paragraph VII of this Ordinance, shall revoke this Permit for violation of this Ordinance. The licensed facility shall refuse to accept Construction and Demolition Debris from persons who lack a Construction and Demolition Debris Disposal Facility Permit.

7.2 No Construction or Demolition Debris Disposal Facility Permit may be revoked unless there first has been a hearing before the Issuing Authority, with seven (7) days' prior written notice to the Permit holder.

7.3 Decision of the Issuing Authority may be appealed to the Board of Appeals within ten (10) days after receipt of written notice of the Issuing Authority's decision, and seven (7) days' prior written notice of a hearing on such an appeal shall be given to the Construction and Demolition Debris Disposal Facility permit holder. The taking of an appeal to the Board of Appeals shall not stay the Issuing Authority's decision or the revocation of a construction and demolition Debris Disposal Facility Permit ordered by the Issuing Authority.

#### **ARTICLE 8. HAZARDOUS MATERIALS INCIDENT BILLING POLICY**

8.1 The following policy shall be in effect regarding the billing for costs incurred by the Town of Gorham during hazardous materials incidents within Gorham. Costs incurred by the Cumberland County Haz-Mat shall be billed separately by them.

8.2 The purpose of this policy is to regulate the billing for costs incurred by the Town during hazardous materials incidents which occur within the Town. Since hazardous materials pose potentially large risks for both the citizens of Gorham and the environment, it is imperative that the Town adopt a policy to ensure the availability of resources to clean up hazardous materials incidents and, where appropriate, to assure that the generator or transporter of the hazardous materials in question be made responsible for the cleanup costs of the same so that those costs need not be borne by the taxpayers of Gorham generally.

8.3 Responsible Party: The responsible party or person causing the discharge of the hazardous materials is liable for all acts and omission of its servants and agents that are committed within the scope of their employment.

8.4 The Responsible Party of any property, building, facility, or mobile property of any sort, who has a hazardous materials incident occur, will be billed for the total cost of the operation and as determined by the Fire Chief as allowed by Maine law, 38 M.R.S.A. §1318-A, as the same may be amended from time to time; provided that the Fire Chief may abate all or a portion of the hazardous materials incident cleanup costs if in his judgment it would be unfair and inconsistent with the purposes of this policy to impose such costs on the person otherwise responsible; provided, however, no such abatement may be granted if the owner or transporter was negligent or in violation of any applicable federal or State environmental or hazardous materials laws and such negligence or non-compliance caused or contributed to the incident.

8.5 Any one who is billed for an incident shall have the right to appeal any or all of that bill to the Town Council, which shall make the final determination of costs due the Town' provided, however, the Town Council shall have the authority to abate any or all of such costs if it would be unfair or inconsistent with the purposes of this policy to impose the costs on the person otherwise responsible; provided, further, no such abatement may be granted if the owner or transporter was negligent or in violation of any applicable federal or State environmental or hazardous materials laws and such negligence or non-compliance caused or contributed to the incident.

8.6 The following items (but not limited to) shall be included as part of the operation cost:

- A. Hourly rate for apparatus: Apparatus shall be billed at the same rate established by the Cumberland County Haz-Mat Team, as promulgated and subsequently amended from time to time.
- B. Total replacement for repair cost of equipment lost or damaged.
- C. Total cost of evacuation, including house and meals for evacuees.
- D. Total cost of manpower for all Town agencies involved in the operation.
- E. Total cost of outside agencies, mutual aid companies, and individuals called to assist with the incident.
- F. Any other cost incurred.

8.7 The total bill shall be forwarded to the owner of the incident. The owner will then have 30 days to notify the Town Manager in writing of any wish to appeal.

## **ARTICLE 9. PENALTIES**

9.1 Whoever violates any of the provisions of this ordinance shall be punished by a fine of not less than Three Thousand Dollars (\$3,000) for the first violation and not less than Five Thousand Dollars (\$5,000) for the second and subsequent violations plus costs which fine shall be recovered on complaint to the use of the Town of Gorham. Each day upon which any continuing violation of any provisions of this ordinance shall occur shall constitute a separate violation, and each incident of disposal of Solid Waste in violation of this ordinance shall constitute a separate violation. In addition, the Town of Gorham may seek equitable relief, including but not



limited to injunctive relief indemnification of the Municipality's liquidated damages to Ecomaine, and attorney's fees and costs to ensure compliance with the terms of this ordinance.

**ARTICLE 10. MISCELLANEOUS**

10.1 It shall be the duty of the Town Council or its designee to enforce the provisions of this ordinance.

10.2 All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

10.3 If any section, subsection, sentence or part of the ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.



JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Cascade Engineering, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: March 7, 2019  
Expiration Date: March 7, 2021  
WBENC National Certification Number: WBE1900524

Authorized by Michelle Richards, President Great Lakes Women's Business Council



NAICS: 326199  
UNSPSC: 13111059, 24102003, 24112003, 25172600, 25172601, 25172603, 25172605, 25172606, 25172607, 25172608, 47121700, 47121704, 56112107, 73101505, 73151500







**CASCADE**  
engineering

## Hot Melt Blending

Cascade Engineering certifies that all resin and additives used to manufacture its containers and components are hot-melt blended throughout and are 100% recyclable. Cascade uses a Conair weigh blender, Serial Number WSB 460T, for this process. The blender is located at Cascade's headquarters at 4950 37<sup>th</sup> Street SE, Grand Rapids, Michigan 49512. Cascade carts are manufactured with high density polyethylene provided by ExxonMobil Corporation.

Carts are also stabilized against ultraviolet degradation with not less than ½ of 1% of UV additive. An additional anti-oxidant package is included to ensure the integrity and longevity of the container. The stabilization package ensures a 10-year life.

Jo-Anne Perkins, Vice President



March 5, 2014

Rick Filush  
Cascade Engineering, Inc  
3400 Innovation Ct SE  
Grand Rapids, MI 49512

RE: Cascade specified UV and AO protection for Injection Molded Carts.

Rick,

The current Ultraviolet Light Stabilizer used in the carts is UV91PE. The level of UV91PE stabilizer in the cart is .3% (3000 ppm). The UV91PE is supplied by iD Additives.

The current Antioxidant used in the carts is .05% (500 ppm) AO B-215. Antioxidant B-215 is a 2:1 mixture of A0168 and AO 1010 which are currently supplied by Mayzo Incorporated.

iD Additives, Accurate Color & Compounding, and Cascade Engineering have done extensive testing of the effectiveness of this package over many years and have found it to provide exceptional long term protection for the HDPE polymer used in Cascade Engineering's products. All pigments used in Cascade's products have also proven to be light fast and resistant to significant color shift during these trials.

Please let us know if you need any additional information.

Sincerely,



Jay Wessels  
President



For more information and technical assistance contact:

Chevron Phillips Chemical Company LP  
P.O. Box 4910  
The Woodlands, TX 77387-4910  
800.231.1212



PREMIUM EXTRUSION AND RIGID PACKAGING RESINS

## Marlex® 9005

HIGH DENSITY POLYETHYLENE

This hexene copolymer is tailored for injection molded applications that:

- Require moderate flow
- Require excellent impact strength
- Require excellent ESCR
- Require good warpage resistance
- Are durable and recyclable for sustainability

This resin meets these specifications:

- ASTM D4976 - PE 233
- FDA 21 CFR 177.1520(c) 3.2a, use conditions B through H per 21 CFR 176.170(c)

Typical injection molded applications for 9005 include items such as:

- Industrial parts
- Seats
- Food and household containers
- Agricultural parts

NOMINAL PHYSICAL PROPERTIES <sup>(1)</sup>	English	SI	Method
Density	---	0.945 g/cm <sup>3</sup>	ASTM D1505
Melt Index, 190/2.16	---	6.0 g/10 min	ASTM D1238
Tensile Strength at Yield, 2 in/min, Type IV bar	3,400 psi	23 MPa	ASTM D638
Elongation at Break, 2 in/min, Type IV bar	1,000%	1,000%	ASTM D638
Flexural Modulus, Tangent - 16:1 span:depth, 0.5 in/min	155,000 psi	1,070 MPa	ASTM D790
ESCR, Condition B (100% Igepal), F <sub>50</sub>	90 h	90 h	ASTM D1693
Durometer Hardness, Type D (Shore D)	62	62	ASTM D2240
Vicat Softening Temperature, Loading 1, Rate A	250°F	121°C	ASTM D1525
Brittleness Temperature, Type A, Type I specimen	<-103°F	<-75°C	ASTM D746

1. The nominal properties reported herein are typical of the product, but do not reflect normal testing variance and therefore should not be used for specification purposes. Values are rounded. The physical properties were determined on compression molded specimens that were prepared in accordance with Procedure C of ASTM D4703, Annex A1 or ASTM F1473.

MSDS #240370

Revision Date April, 2007

Another quality product from



Before using this product, the user is advised and cautioned to make its own determination and assessment of the safety and suitability of the product for the specific use in question and is further advised against relying on the information contained herein as it may relate to any specific use or application. It is the ultimate responsibility of the user to ensure that the product is suited and the information is applicable to the user's specific application. Chevron Phillips Chemical Company LP does not make, and expressly disclaims, all warranties, including warranties of merchantability or fitness for a particular purpose, regardless of whether oral or written, express or implied, or allegedly arising from any usage of any trade or from any course of dealing in connection with the use of the information contained herein or the product itself. The user expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the information contained herein or the product itself. Further, information contained herein is given without reference to any intellectual property issues, as well as federal, state or local laws which may be encountered in the use thereof. Such questions should be investigated by the user.



**CASCADE**  
engineering

## **CASCADE BUY BACK PROGRAM**

Cascade Engineering certifies that all Cascade carts are 100% recyclable/reusable. At the end of the cart's useful life, Cascade will buy back the cart at the then current buy back rate, which is based on the value of scrap polyethylene at the time. Please remove all hardware and wheels from the cart, and save for future replacement part needs. Embedded refuse must be removed from the containers; the carts should be cleaned and stacked when shipped to Cascade Engineering. Cascade will arrange for pick up and transfer to the recycler. Cascade will also accept other manufacturers' injection molded carts and bins for this program.

Jo-Anne Perkins, Vice President



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## 64 GALLON UNIVERSAL CART STERLING SERIES

### CART TYPE

- 64 gallon universal cart with integrated RFID technology

### CART MANUFACTURING PROCESS

- Injection molded with High Density Polyethylene (HDPE)
- UV stabilized against long term effects of the sun

### RECYCLABILITY

- Carts are 100% recyclable

### ANSI TEST RESULTS

- Meets or exceeds all performance standards

### CART DIMENSIONS

- Height: 44"
- Width: 22"
- Depth: 26.5"

### WHEELS

- 10" injection molded snap-lock wheels
- Plastic tread for a quieter roll

### WEIGHT & LOAD RATING

- 28 pounds with a load rating of 224 pounds

### AXLE

- Manufactured from 1010 steel
- Coated with zinc dichromate plating to prevent rust
- Diameter / Length: 5/8" diameter – 20" length

### LIFT AREAS

- In-molded upper saddle lift area
- Rust proof, high strength, factory installed composite lower lift bar
- The lift bar is stronger than standard steel, has 360° rotation, and is easily replaceable

### BOTTOM ABRASION PROTECTION

- Molded in wear strips

### IMPRINTING

- Custom in-mold graphics on lid
- Custom hot-stamp on lid and body

### CONTAINER SHIPMENT

- Truckload capacity is 800 carts with lids assembled

### STANDARD COLORS

- Carts are available in a large variety of standard color options
- Custom colors available upon request



*Cascade 64 Gallon Universal Cart  
Sterling Series*

# TESTING REPORT

DATE: 29 August 2001

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Cascade 64 gallon cart

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.


MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

## TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening – front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer 8 to 10 inches in front of the cart and 4 to 8 inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest repeatable wind velocity is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

## TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	42 mph	40 mph	>45 mph

  
A. Brent Strong  
Professor, Manufacturing Engineering and Technology  
Brigham Young University, Provo, UT 84602



# TESTING REPORT

DATE: 12 July 2004  
SUBJECT: Trash carts  
PRODUCT IDENTIFICATION: Cascade 64 gallon cart

TEST: **LOADING AND UNLOADING**

TEST DESCRIPTION: The purpose of this test is to verify that the cart can be safely loaded and unloaded by a compatible lifter, including position and locking the cart on the lifter and completing the dumping cycle.

MINIMUM PERFORMANCE STANDARDS: The ANSI standard Z245.30 requires that the lifter used in the test be compatible with the type of cart to be lifted as determined by the test administrator. The test standard also states that the cycle time be not less than eight seconds. The load for the cart is defined as the standard load (see clause 7.2.4.2.2). There are to be 520 cycles.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. Load the cart.
2. Position the cart on the lifter's upper attachment point. Check position after each cycle.
3. Lift the cart to the fully raised position, unloading the cart, and return the cart to the fully lowered position.
4. Record the cycle time.
5. Reload the cart.
6. Repeat the cycle.

TEST RESULTS:

Semi-Automated

Test Condition

520 cycles

Results

No significant damage or deformation to the cart.

Automated

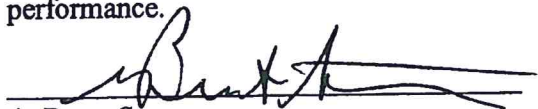
Test Condition

520 cycles

Results

Moderate temporary deformation to the cart after 520 cycles. Full recovery within 2 hours.

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.



A. Brent Strong  
Professor, Manufacturing Engineering Tech  
Brigham Young University  
265 CTB  
Provo, UT 84602

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## 32 GALLON UNIVERSAL CART STERLING SERIES

### CART TYPE

- 32 gallon universal cart with integrated RFID technology

### CART MANUFACTURING PROCESS

- Injection molded with High Density Polyethylene (HDPE)
- UV stabilized against long term effects of the sun

### RECYCLABILITY

- Carts are 100% recyclable

### ANSI TEST RESULTS

- Meets or exceeds all performance standards

### CART DIMENSIONS

- Height: 36.75"
- Width: 19"
- Depth: 26"

### WHEELS

- 8" blow molded snap-lock wheels
- Plastic tread for a quieter roll

### WEIGHT & LOAD RATING

- 19.75 pounds with a load rating of 112 pounds

### AXLE

- Manufactured from 1010 steel
- Coated with zinc dichromate plating to prevent rust
- Diameter / Length: 5/8" diameter – 17.5" length

### LIFT AREAS

- In-molded upper saddle lift area
- Rust proof, high strength, factory installed composite lower lift bar
- The lift bar is stronger than standard steel, has 360° rotation, and is easily replaceable

### BOTTOM ABRASION PROTECTION

- Molded in wear strips

### IMPRINTING

- Custom in-mold graphics on lid
- Custom hot-stamp on lid and body

### CONTAINER SHIPMENT

- Truckload capacity is 1,100 carts with lids assembled

### STANDARD COLORS

- Carts are available in a large variety of standard color options
- Custom colors available upon request



*Cascade 32 Gallon Universal Cart  
Sterling Series*



# TESTING REPORT

DATE: 15 May 2012  
SUBJECT: Trash carts  
PRODUCT IDENTIFICATION: Cascade 32-1 Cart with 32-1 Lid

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

## TEST PROCEDURE:


1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening – front, side and back.
11. The procedure was performed using a blow-molded wheel.

## TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	45 mph	35 mph	41 mph

In the front and side orientations, the speeds noted are the speeds at which the lid opened and that caused the cart to tip. In the back orientation, the speed is the tipping speed.

SUMMARY: The cart was stable in moderate to high winds.

  
A. Brent Strong

Professor, Manufacturing Engineering  
Brigham Young University  
265 CTB, Provo, UT 84602

# Municipal Cart References

City	State	Contact	Address	Email Address	Phone	Cart Size & Style	# of Carts	Date in Service
City of Laredo	TX	Enrique Aldate	6912 Highway 359 Laredo, TX 78044	<a href="mailto:eadate@ci.laredo.tx.us">eadate@ci.laredo.tx.us</a>	956-794-1733	96 Gallon Universal Carts	10,000	1995
City of Ft. Lauderdale	FL	Greg Slagle	1401 SE 21st Street Ft. Lauderdale, FL 33316	<a href="mailto:gslagle@fortlauderdale.gov">gslagle@fortlauderdale.gov</a>	954-828-5341	64 & 96 Gallon Fully Automated	57,000	1998
City of Chicago	IL	Chris Sauve	121 N. LaSalle Chicago, IL 60602	<a href="mailto:csauve@cityofchicago.org">csauve@cityofchicago.org</a>	312-774-4616	96 Gallon Semi Automated	1,333,000	1998
City of Grand Rapids	MI	James Hurt	201 Market Street SW Grand Rapids, MI 49506	<a href="mailto:jhurt@ci.grand-rapids.mi.us">jhurt@ci.grand-rapids.mi.us</a>	616-456-3312	35, 64, 96 Gallon Universal Carts	138,000	2001
City of Southaven	MS	Bradley Wallace	8710 Northwest Drive Southaven, MS 38671	<a href="mailto:bwallace@southaven.org">bwallace@southaven.org</a>	662-831-0250	96 Gallon Semi Automated	20,000	2003
Plainfield Municipal Utilities Authority	NJ	Howard Smith	127 Roosevelt Avenue Plainfield, NJ 07060	<a href="mailto:ehowards@pmua.org">ehowards@pmua.org</a>	908-226-2518 ext. 429	64 & 96 Gallon Semi Automated	27,000	2003
City of Chesapeake	VA	Monica Blake	912 Hollowell Lane Chesapeake, VA 23320	<a href="mailto:mblake@cityofchesapeake.net">mblake@cityofchesapeake.net</a>	757-382-3449	96 Gallon Universal Carts	163,000	2003
City of Rochester	NY	Tom Belknap	210 Colfax Street Rochester, NY 14606	<a href="mailto:belknap@cityofrochester.gov">belknap@cityofrochester.gov</a>	585-428-8681	96 Gallon Semi Automated	166,000	2003
City of Ocala	FL	Shirley McClean	2100 NE 30th Ave. Ocala, FL 34470	<a href="mailto:smclean@ocalafl.org">smclean@ocalafl.org</a>	352-351-6600	64 & 96 Gallon Fully Automated	13,000	2004
Town of Manchester	CT	Brooks Parker	263 Olcott Street Manchester, CT 06040	<a href="mailto:bparker@manchesterct.gov">bparker@manchesterct.gov</a>	860-647-3234	64 & 96 Gallon Semi & Fully Automated	20,000	2004
City of Westfield	MA	Mark Rogers	59 Court Street Westfield, MA 01085	<a href="mailto:m.rogers@cityofwestfield.org">m.rogers@cityofwestfield.org</a>	413-527-6314	96 Gallon Universal Carts	28,000	2004
City of Oakland	CA	Todd Nienhouse	172 98th Avenue Oakland, CA 94603	<a href="mailto:tienhou@wm.com">tienhou@wm.com</a>	510-613-2875	35, 64, 96 Gallon Universal Carts	30,000	2004
City of Indianapolis	IN	Shawn Brock	1725 S. West Street Indianapolis, IN 46225	<a href="mailto:shawn.brock@indy.gov">shawn.brock@indy.gov</a>	317-327-2779	96 Gallon Fully Automated	154,000	2004
Collier County	FL	Teresa Riesen	2685 South Horseshoe Dr. Naples, FL 34104	<a href="mailto:teresariesen@colliergov.net">teresariesen@colliergov.net</a>	239-403-2350	64 Gallon Fully Automated	378,000	2004
City of Big Spring	TX	Paul Sotelo	1380 Airport Drive Big Spring, TX 79720	<a href="mailto:psotelo@ci.big-spring.tx.us">psotelo@ci.big-spring.tx.us</a>	432-264-2388	96 Gallon Universal Carts	4,000	2005
City of Greenwood	SC	Billy Allen	315 Fair Avenue Greenwood, SC 29646	<a href="mailto:billy.allen@cityofgreenwoodsc.com">billy.allen@cityofgreenwoodsc.com</a>	864-910-1011	96 Gallon Universal Carts	8,200	2006
City of Waterbury	CT	Bart Startup	500 Captain Neville Drive Waterbury, CT 06705	<a href="mailto:bstartup@waterburyct.org">bstartup@waterburyct.org</a>	203-574-8261	64 & 96 Gallon Universal Carts	20,000	2006
County of Henrico	VA	Jon Clary	10401 Woodman Road Glen Allen, VA 23060	<a href="mailto:clao6@co.henrico.va.us">clao6@co.henrico.va.us</a>	804-727-8774	96 Gallon Fully Automated	66,000	2006
City of Augusta	GA	Becky Padgett	4330 Deans Bridge Road Blythe, GA 30805	<a href="mailto:bpaddgett@augustastatewaste.gov">bpaddgett@augustastatewaste.gov</a>	706-821-1079	64 & 96 Gallon Universal Carts	77,000	2006
City of Newton	MA	Waneta Traber	1000 Commonwealth Ave. Newton Centre, MA 02459	<a href="mailto:wtraber@newtonma.gov">wtraber@newtonma.gov</a>	617-796-1491	64 Gallon Universal Carts	13,000	2007
City of Scarborough	ME	Mike Shaw	20 Washington Avenue Scarborough, ME 04706	<a href="mailto:mshaw@ci.scarborough.me.us">mshaw@ci.scarborough.me.us</a>	207-883-5159	64 Gallon Semi & Fully Automated	17,000	2007



# Municipal Cart References

City	State	Contact	Address	Email Address	Phone	Cart Size & Style	# of Carts	Date in Service
City of Hartford	CT	Marilyn Cruz-Aponte	525 Main Street Hartford, CT 06103	<a href="mailto:marilynn.cruz-aponte@hartford.gov">marilynn.cruz-aponte@hartford.gov</a>	860-757-9962	64 Gallon Universal Carts	27,000	2007
City of Woonsocket	RI	Michael Debroisse	169 Main Street Woonsocket, RI 02895	<a href="mailto:mdebroisse@woonsocketri.org">mdebroisse@woonsocketri.org</a>	401-767-9216	64 Gallon Fully Automated	34,000	2007
City of Tacoma	WA	Joe Breer	3510 S. Mullen Street Tacoma, WA 98409	<a href="mailto:jbreer@ci.tacomawa.us">jbreer@ci.tacomawa.us</a>	253-593-7716	35, 64, 96 Gallon Universal Carts	36,000	2007
City of Tulare	CA	Frank Rodriguez	3981 South K Street Tulare, CA 93274	<a href="mailto:frrodriguez@ci.tulare.ca.us">frrodriguez@ci.tulare.ca.us</a>	559-684-4325	96 Gallon Fully Automated	40,000	2007
City of Memphis	TN	Cheryl Kimble	283 Scott Street Memphis, TN 38112	<a href="mailto:cheryl.kimble@memphistn.gov">cheryl.kimble@memphistn.gov</a>	901-636-4165	96 Gallon Semi-Automated	87,200	2007
City of Lufkin	TX	Kent Harvard	P.O. Box 190 Lufkin, TX 75902-0190	<a href="mailto:kharvard@cityoflufkin.com">kharvard@cityoflufkin.com</a>	936-633-0281	96 Gallon Universal Carts	20,000	2008
Saint Louis County	MO	John Haasis	41 South Central Ave. Saint Louis, MO 63105	<a href="mailto:jhaasis@stlouisco.com">jhaasis@stlouisco.com</a>	314-615-8249	64 Gallon Universal Carts	53,000	2008
Village of Moreland Hills	OH	Ted Dewater	4350 SOM Center Road Moreland Hills, OH 44022	<a href="mailto:service@morelandhills.com">service@morelandhills.com</a>	440-343-4391	64 Gallon Universal Carts	1,650	2009
City of Garner	NC	Forrest Jones	610 Rand Mill Road Garner, NC 27529	<a href="mailto:fjones@garnernc.gov">fjones@garnernc.gov</a>	919-661-6887	64 Gallon Universal Carts	8,900	2009
City of Menasha	WI	Jeff Nieland	455 Baldwin Street Menasha, WI 54952	<a href="mailto:jnieland@ci.menasha.wi.us">jnieland@ci.menasha.wi.us</a>	920-967-3622	96 Gallon Universal Carts	11,300	2009
City of Everett	MA	Jon Norton	484 Broadway Everett, MA 02149	<a href="mailto:jon.norton@ci.everett.ma.us">jon.norton@ci.everett.ma.us</a>	617-394-5004	64 Gallon Universal Carts	19,000	2009
City of West Allis	WI	Tim Last	6300 West McGeoch Avenue West Allis, WI 53219	<a href="mailto:tlast@westalliswi.gov">tlast@westalliswi.gov</a>	414-391-6381	96 Gallon Universal Carts	33,000	2009
Borough of Ambler	PA	Elizabeth Russell	122 Eat Butler Ave. Ambler, PA 19002	<a href="mailto:erussell@borough.ambler.pa.us">erussell@borough.ambler.pa.us</a>	215-646-1000	64 Gallon Universal Carts	2,500	2010
City of Huntington Woods	MI	Amy Wood	12795 W. Eleven Mile Road Huntington Woods, MI 48070	<a href="mailto:awood@hwmil.org">awood@hwmil.org</a>	248-547-1888	35, 64, 96 Universal Carts	3,000	2010
Drew County	AR	Wayne Lewis	210 South Main Street Monticello, AR 71655	no email address	870-460-6200	96 Gallon Universal Carts	3,700	2010
City of Billings	MT	Vester Wilson	4848 Midland Road Billings, MT 59109	<a href="mailto:wilsonv@ci.billings.mt.us">wilsonv@ci.billings.mt.us</a>	406-247-8620	96 Gallon Universal Carts	7,800	2010
Town of Sharon	MA	Eric Hooper	217 R South Main Street, Sharon, MA 02067	<a href="mailto:ehooper@townofsharon.org">ehooper@townofsharon.org</a>	781-784-1525	35, 64 & 96 Gallon Universal Carts	12,000	2010
City of Naugatuck	CT	Sandra Lucas-Ribeiro	246 Rubber Avenue Naugatuck, CT 06770	<a href="mailto:silucas@naugatuck-ct.gov">silucas@naugatuck-ct.gov</a>	203-720-7071	96 Gallon Universal Carts	20,000	2010
City of Pasadena	TX	Isidoro Rodriguez	P.O. Box 672 Pasadena, TX 77501	<a href="mailto:irodriguez@ci.pasadena.tx.us">irodriguez@ci.pasadena.tx.us</a>	713-475-4929	96 Gallon Universal Carts	21,600	2010
Town of Framingham	MA	Darren Guertin	100 Western Avenue Framingham, MA 01702	<a href="mailto:dg@framinghamma.gov">dg@framinghamma.gov</a>	508-532-6001	35, 64 & 96 Gallon Universal Carts	40,000	2010



# Municipal Cart References

City	State	Contact	Address	Email Address	Phone	Cart Size & Style	# of Carts	Date in Service
City of Dearborn	MI	Jordan Roberts	2951 Greenfield Road Dearborn, MI 48120	<a href="mailto:jroberts@ci.dearborn.mi.us">jroberts@ci.dearborn.mi.us</a>	313-943-2048	64 & 96 Gallon Universal Carts	69,000	2010
City of Melbourne	FL	Mike Lewis	7382 Talona Drive West Melbourne, FL 32904	<a href="mailto:mlewis3@wm.com">mlewis3@wm.com</a>	321-723-4455	64 & 96 Gallon Universal Carts	92,400	2010
Little Egg Harbor	NJ	Brad Giffin	Route 539 Little Egg Harbor, NJ 08087	<a href="mailto:bjiffin@leh.com">bjiffin@leh.com</a>	609-296-3600	96 Gallon Universal Carts	12,000	2011
City of West Melbourne	FL	Scott Morgan	2240 Winton Road West Melbourne, FL 32904	<a href="mailto:smorgan@westmelbourne.org">smorgan@westmelbourne.org</a>	321-837-7771	35 & 64 Gallon Universal Carts	12,000	2011
City of Lockport	NY	Richelle Pasceri	One Locks Plaza Lockport, NY 14094	<a href="mailto:ripasceri@elockport.com">ripasceri@elockport.com</a>	716-439-6676	35, 64, 96 Gallon Fully Automated	17,000	2011
Town of Hampton	NH	Mark Richardson	1 Hardart Way Hampton, NH 03842	<a href="mailto:mrichardson@town.hampton.nh.us">mrichardson@town.hampton.nh.us</a>	603-923-5933	35, 64, 96 Gallon Fully Automated	18,000	2011
Gloucester Township	NJ	Glenn Englebert	71 Landing Road Blackwood, NJ 08012	no email address	856-227-8666	96 Gallon Universal Carts	21,000	2011
Town of Easton	MA	David Field	130 Centre Street North Easton, MA 02356	<a href="mailto:dfield@easton.ma.us">dfield@easton.ma.us</a>	508-230-0812	64 Gallon Universal Carts	4,500	2012
Town of Wheatfield	NY	Rich Donner	3113 Niagara Falls Blvd. North Tonawanda, NY 14120	<a href="mailto:richd@wheatfield.ny.us">richd@wheatfield.ny.us</a>	716-693-4262	35, 64, 96 Gallon Fully Automated	7,100	2012
City of Kingston	NY	Steve Noble	467 Broadway Kingston, NY 12401	<a href="mailto:snoble@kingston-ny.gov">snoble@kingston-ny.gov</a>	845-481-7336	64 Gallon Universal Carts	12,000	2012
City of Cedar Hills	TX	Ryan Frazier	2850 Park Ridge Drive Cedar Hills, TX 75104	<a href="mailto:rfrazier2@wm.com">rfrazier2@wm.com</a>	214-952-8046	96 Gallon Universal Carts	14,000	2012
City of Shelton	CT	Paul DiMauro	41 Myrtle Street Shelton, CT 06484	<a href="mailto:p.dimauro@cityofshelton.org">p.dimauro@cityofshelton.org</a>	203-924-9277	64 & 96 Gallon Universal Carts	32,000	2012
The Woodlands	TX	Scott Graefing	1251 N. Central Avenue Ferris, TX 75125	<a href="mailto:sgraefin@wm.com">sgraefin@wm.com</a>	936-442-4210	64 & 96 Gallon Universal Carts	47,000	2012
City of Spokane	WA	James Tjeken	1225 E. Marietta Ave. Spokane, WA 99207	<a href="mailto:tjeken@spokanecty.org">tjeken@spokanecty.org</a>	509-625-7878	35, 64, 96 Gallon Universal Carts	77,000	2012
City of Garland	TX	Chiquita Hardy	1434 Commerce Garland, TX 75040	<a href="mailto:chardy@garlandtx.gov">chardy@garlandtx.gov</a>	972-205-3417	96 Gallon Universal Carts	78,000	2012
City of Buffalo	NY	Paul Sullivan	1120 Seneca Street Buffalo, NY 14210	<a href="mailto:psullivan@ci.buffalo.ny.us">psullivan@ci.buffalo.ny.us</a>	716-392-4181	35, 64, 96 Gallon Universal Carts	120,000	2012
City of La Joya	TX	Abel Moreno, Jr.	122 N. Closter Edinburg, TX 78539	<a href="mailto:abelm@wastconnections.com">abelm@wastconnections.com</a>	956-316-0333	96 Gallon Universal Carts	4,500	2013
City of Mercedes	TX	Abel Moreno, Jr.	122 N. Closter Edinburg, TX 78539	<a href="mailto:abelm@wastconnections.com">abelm@wastconnections.com</a>	956-316-0333	96 Gallon Universal Carts	5,000	2013
City of Sturgeon Bay	WI	Bob Bordeaux	835 N. 14th Avenue Sturgeon Bay, WI 54235	<a href="mailto:bbordeau@sturgeonbaywi.org">bbordeau@sturgeonbaywi.org</a>	920-746-2912	64 & 96 Gallon Universal Carts	8,600	2013
City of Danville	VA	Chris Goss	998 South Boston Road Danville, VA 24540	<a href="mailto:gosscl@ci.danville.va.us">gosscl@ci.danville.va.us</a>	434-799-5245	64 & 96 Gallon Universal Carts	13,000	2013



# Municipal Cart References

City	State	Contact	Address	Email Address	Phone	Cart Size & Style	# of Carts	Date in Service
City of South Bend	IN	Mike Bronstetter	3113 Riverside Drive South Bend, IN 46628	<a href="mailto:mbronstet@southbendin.gov">mbronstet@southbendin.gov</a>	574-235-5795	96 Gallon Universal Carts	30,000	2013
City of Lansing	MI	Lori Welch	601 E. South Street Lansing, MI 48910	<a href="mailto:lori.welch@lansingmi.gov">lori.welch@lansingmi.gov</a>	517-483-4599	35, 64, 96 Gallon Universal Carts	46,000	2013
City of Janesville	WI	John Whitcomb	18 N. Jackson Street Janesville, WI 53548	<a href="mailto:whitcombj@ci.janesville.wi.us">whitcombj@ci.janesville.wi.us</a>	608-755-3110	64 & 96 Gallon Universal Carts	52,000	2013
Hillsborough County	FL	Damien Tramel	925 East Twigg's Street Tampa, FL 33602	<a href="mailto:dtramel@hillsboroughcounty.org">dtramel@hillsboroughcounty.org</a>	813-663-3211	35, 64, 96 Gallon Universal Carts	235,000	2013
City of Pearland	TX	Patrick Crehan	3520 Parsey Pasadena, TX 77505	<a href="mailto:pcrehan@wm.com">pcrehan@wm.com</a>	281-504-1551	96 Gallon Universal Carts	2,800	2014
City of Baraboo	WI	Bob Koss	450 Roundhouse Court Baraboo, WI 53913	<a href="mailto:rkoss@cityofbaraboo.com">rkoss@cityofbaraboo.com</a>	608-393-2303	64 & 96 Gallon Universal Carts	8,100	2014
Township of Upper	NJ	Roy Shore	P.O. Box 205 Tuckahoe, NJ 96164	<a href="mailto:rshone@uppertownship.com">rshone@uppertownship.com</a>	609-628-2011 ext. 3500	64 & 96 Gallon Universal Carts	20,000	2014
City of Oklahoma City	OK	Jim Linn	11501 North Portland Oklahoma City, OK 73102	<a href="mailto:james.linn@okc.gov">james.linn@okc.gov</a>	405-297-2464	96 Gallon Universal Carts	270,000	2014
City of Bridgeton	NJ	Dean Dellaquila	181 East Commerce St., Bridgeton, NJ 08302	<a href="mailto:dellaquilad@cityofbridgeton.com">dellaquilad@cityofbridgeton.com</a>	856-455-8800	96 Gallon Universal Carts	6,700	2015
City of Corinth	MS	Billy Crum	1101 Shiloh Road Corinth, MS 38834	<a href="mailto:bcrum@cityofcorinthms.com">bcrum@cityofcorinthms.com</a>	662-643-3703	96 Gallon Universal Carts	6,700	2015
City of East Lansing	MI	Gatherine Deshambo	1800 E. State Street Lansing, MI 48906	<a href="mailto:cdesham@cityofeastlansing.com">cdesham@cityofeastlansing.com</a>	517-319-6936	35, 64, 96 Gallon Universal Carts	7,400	2015
City of Siloam Springs	AR	Don Tennison	1108 E. Ashley Street Siloam Springs, AR 72761	<a href="mailto:dtennison@siloamsprings.com">dtennison@siloamsprings.com</a>	479-524-8512	96 Gallon Universal Carts	8,300	2015
City of El Dorado	AR	Ray Johnson	711 S. Martin Luther King Blvd. El Dorado, AR 71730	<a href="mailto:bigtree.bigtree.bigtree54@gmail.com">bigtree.bigtree.bigtree54@gmail.com</a>	870-866-7218	96 Gallon Universal Carts	8,800	2015
Town of Middleborough	MA	Christopher Peck	46 Wareham Street Middleborough, MA 02346	<a href="mailto:cpeck@middleborough.com">cpeck@middleborough.com</a>	508-858-8572	96 Gallon Universal Carts	13,400	2015
Baldwin County	AL	Ed Fox	15140 County Rd 49 Summerville, AL 36580	<a href="mailto:efox@baldwincountyal.gov">efox@baldwincountyal.gov</a>	251-331-0596	64 & 96 Gallon Universal	23,000	2015
Orange County	FL	Alan Cole	5901 Young Pine Road Orlando, FL 32829	<a href="mailto:allan.cole@ocfl.net">allan.cole@ocfl.net</a>	407-836-6622	96 Gallon Universal Carts	218,000	2015
City of Walla Walla	WA	David Jensen	414 Landfill Road Walla Walla, WA 99362	<a href="mailto:djensen@wallawalla.gov">djensen@wallawalla.gov</a>	509-524-4687	64 & 96 Gallon Universal Carts	1,300	2016
City of Athens	OH	Ron Lucas	8 E. Washington Street Athens, OH 45701	<a href="mailto:rlucas@ci.athens.oh.us">rlucas@ci.athens.oh.us</a>	740-592-3340	64 Gallon Universal Carts	5,000	2016
Town of Norwell	MA	Ben Margro	345 Main Street Norwell, MA 02061	<a href="mailto:bmargro@townofnorwell.net">bmargro@townofnorwell.net</a>	781-659-8016	35 & 64 Gallon Universal Carts	7,000	2016
Town of Lincoln	RI	Leslie Quish	100 Old River Road Lincoln, RI 02865	<a href="mailto:lquish@lincolnri.org">lquish@lincolnri.org</a>	401-333-8415	64 & 96 Gallon Universal Carts	8,000	2016
Town of Whitman	MA	Bruce Martin	100 Essex Street Whitman, MA 02382	<a href="mailto:bmartin@whitman-ma.gov">bmartin@whitman-ma.gov</a>	781-447-7630	64 Gallon Universal Carts	9,700	2016



## Municipal Cart References

City	State	Contact	Address	Email Address	Phone	Cart Size & Style	# of Carts	Date in Service
Manatee County	FL	Jeanne Detwiler	3333 Lena Road Bradenton, FL 34211	<a href="mailto:jeanne.detwiler@mymanatee.org">jeanne.detwiler@mymanatee.org</a>	941-798-6760	64 Gallon Universal Carts	10,000	2016
City of Paragould	AR	Terry Mcabee	600 Airport Road Paragould, AR 72450	<a href="mailto:terry.mcabee@paragouldcity.org">terry.mcabee@paragouldcity.org</a>	870-239-7520	96 Gallon Universal Carts	11,000	2016
City of Haverhill	MA	Franco Cordano	500 Primrose Street Haverhill, MA 01830	<a href="mailto:fcordano@cityofhaverhill.com">fcordano@cityofhaverhill.com</a>	978-420-3817	32, 64, 96 Gallon Universal Carts	24,000	2016
City of Youngstown	OH	Abigail Beniston	26 South Phelps Street Youngstown, OH 44503	<a href="mailto:abeniston@youngstownohio.gov">abeniston@youngstownohio.gov</a>	330-742-8222	96 Gallon Universal Carts	24,000	2016
City of Corpus Christi	TX	Tai Apiado	5352 Ayers Corpus Christi, TX 78415	<a href="mailto:taiapiado@ccexas.com">taiapiado@ccexas.com</a>	361-826-1668	96 Gallon Universal Carts	28,000	2016
City of Destin	FL	Katie Cowen	108 Hill Avenue Ft. Walton Beach, FL 32548	<a href="mailto:kcowen@wm.com">kcowen@wm.com</a>	850-301-2828	96 Gallon Universal Carts	5,200	2017
Town of Eden	NY	Missy Hartman	2795 E. Church Street Eden, NY 14057	<a href="mailto:mhartman@edenny.gov">mhartman@edenny.gov</a>	716-992-3408	64 & 96 Gallon Universal Carts	6,300	2017
Hancock County	MS	Allan Duda	14339 Hudson-Krohn Road Biloxi, MS 39532	<a href="mailto:aududa@teamwasteusa.com">aududa@teamwasteusa.com</a>	228-219-4064	96 Gallon Universal Carts	8,300	2017
City of Waltham	MA	Mike Chiasson	165 Lexington Street Waltham, MA 02452	<a href="mailto:mchiasson@city.waltham.ma.us">mchiasson@city.waltham.ma.us</a>	781-314-3809	64 Gallon Universal Carts	19,000	2017
City of Bloomington	IN	Adam Wason	401 North Morton Street Bloomington, IN 47404	<a href="mailto:wasona@bloomington.in.gov">wasona@bloomington.in.gov</a>	812-349-3410	32, 64, 96 Gallon Universal Carts	33,000	2017
Okealoosa County	FL	Katie Cowen	108 Hill Avenue Ft. Walton Beach, FL 32548	<a href="mailto:kcowen@wm.com">kcowen@wm.com</a>	850-301-2828	96 Gallon Universal Carts	33,000	2017
City of Santa Fe	NM	Shirlene Sitton	2651 Siringo Road Santa Fe, NM 87505	<a href="mailto:ssitton@ci.santa-fe.nm.us">ssitton@ci.santa-fe.nm.us</a>	505-955-2209	64 Gallon Universal Carts	38,000	2017
Emerald Coast Utilities Authority - ECUA	FL	Randall Rudd	9955 Sturdevant Street Pensacola, FL 32514	<a href="mailto:randall.rudd@ecua.fl.gov">randall.rudd@ecua.fl.gov</a>	850-969-3393	96 Gallon Universal Carts	56,000	2017
City of New Orleans	LA	Deidra Jones	11600 Old Gentilly Road New Orleans, LA 70129	<a href="mailto:deidra.jones@richardsdisposal.com">deidra.jones@richardsdisposal.com</a>	504-241-2142	96 Gallon Universal Carts	73,000	2017
Harrison County Utility Authority - Gulfport	MS	Allan Duda	14339 Hudson-Krohn Road Biloxi, MS 39532	<a href="mailto:aududa@teamwasteusa.com">aududa@teamwasteusa.com</a>	228-219-4064	35 & 96 Gallon Universal Carts	115,477	2017
SOCRRA	MI	Jeff McKeen	3910 W. Webster Royal Oak, MI 48073	<a href="mailto:jmckeensocrra.org">jmckeensocrra.org</a>	248-288-5150	64 Gallon Universal Carts	100,000	2017
City of St. Paul	MN	Kris Hageman	25 West 4th Street St. Paul, MN 55102	<a href="mailto:kris.hageman@ci.stpaul.mn.us">kris.hageman@ci.stpaul.mn.us</a>	651-266-8866	32, 64, 96 Gallon Universal Carts	169,000	2017
Town of Merrimac	MA	Alyssa Mades	4 School Street Merrimac, MA 01860	<a href="mailto:amades@townofmerrimac.com">amades@townofmerrimac.com</a>	978-346-0525	96 Gallon Universal Carts	2,100	2018
Town of Milton	MA	Hillary Waite	525 Canton Avenue Milton, MA 02186	<a href="mailto:hwaite@townofmilton.org">hwaite@townofmilton.org</a>	617-898-1968	64 Gallon Universal Carts	8,850	2018
City of Chelsea	MA	Fidel Maltez	500 Broadway Chelsea, MA 02150	<a href="mailto:fmaltez@chelseama.gov">fmaltez@chelseama.gov</a>	617-466-4024	64 Gallon Universal Carts	11,000	2018





**CASCADE**  
cart solutions

a cascade engineering company

## **CASCADE CART SOLUTIONS PRODUCT WARRANTY**

Cascade Cart Solutions, a division of Cascade Engineering, Inc. ("Cascade") warrants that the products listed below shall be free from defects in materials and workmanship for the applicable period. This warranty does not cover negligence, abuse or normal wear and tear, which include but are not limited to the examples provided below. This warranty shall be voided by any alterations, modifications, or unauthorized repairs to the product(s); or, as a result of any abuse, neglect, misuse or the resale of the products.

Purchaser must make all warranty claims within the applicable period. Cascade shall, at its option, repair or replace such defective product(s) or part(s) thereof, or refund the purchase price of the product(s). Repaired or replaced product(s) or part(s) are warranted for the balance of the original warranty period of the original product(s) or part(s). Purchaser shall be responsible for any labor costs incurred to install replacement parts and reassembly, if required. Replacement products and/or parts provided under this warranty are guaranteed only for the remaining period of the original warranty.

Cascade reserves the right to inspect in person, or request photos, to verify the existence of a covered defect. Purchaser shall promptly notify Cascade of any failures under this warranty by completing a warranty request form, which is available at [www.cascadecartsolutions.com](http://www.cascadecartsolutions.com).

**THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER; IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF THE PRODUCT(S). THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION TO THE FOREGOING, CASCADE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.**

### **EXAMPLES OF NORMAL WEAR AND TEAR (including but not limited to):**

- Scratches, cuts or scores from any source.
- Accumulation of dirt or any other similar substance.
- Normal deterioration of metal parts during services.
- Normal discoloration due to atmospheric exposure or water conditions.
- Appearance of rust on steel parts.
- Damage caused by rodents, squirrels or other wildlife/animals.

### **EXAMPLES OF NEGLIGENT OR ABUSIVE USE (including but not limited to):**

- Exposure to heat which may result in burns, scorches, melting.
- Exposure to chemicals such as solvents, petrochemicals, paints, or acids.
- Major impacts such as being hit by a vehicle.
- Improper storage such as storage in stacks, on lids, near heat or chemicals, outside uncovered without lid on, or in any area where damage may occur.



# CASCADE

cart solutions

a cascade engineering company

- Improper handling such as dropping cart stacks off delivery trucks, dragging over rough surfaces, stacking with wheels on, forcing through narrow openings, allowing packer mechanism to hit cart during dumping cycle.
- Improper handling by automated arms such as any scratches, cuts, creases, scores, cracks or breaks from a maladjusted automated lift arm or semi-automated dumper, including squeezing lid with arm and dropping cart into packer or possible wheel/axle damage and including excessive lift speed including any lift speed faster than six seconds for full lift-dump-down cycle.
- Failure to properly open or secure lids when emptying, handling or moving carts.
- Improper use such as any use other than for storage, transport, and dumping normal single unit residential solid wastes and curbside recyclables collection, including such improper use as: construction, industrial, landscaping, liquid storage/transport, bulk solids storage/transport, recreational, commercial, food service and institutional applications.

## **WARRANTY PERIODS AND OTHER PRODUCT-SPECIFIC DETAILS**

**STANDARD CARTS:** Ten (10) years from the date of shipment to Purchaser. Specifically excluded are carts: used as crew carts; dumped manually or with mechanical lifting/dumping devices that do not meet ANSI requirements; or used for any purpose other than residential solid waste and curbside recyclables collection.

**BASIC BLACK CARTS:** Three (3) years from the date of shipment to Purchaser. Basic Black Carts are also warranted against insufficient resistance to weathering while in normal use. For purposes of this warranty, “normal use” is considered to be the collection of residential solid waste in conjunction with an approved semi-automated or fully automated mechanical lifting device. If a dumping device other than one approved by Cascade is to be used for semi-automated or fully automated dumping, written approval of that brand and specific model of dumping device must be obtained from Cascade prior to use. Adjustments or modifications may be required for approval.

**POLY DURA KAN REFUSE CONTAINERS:** Three (3) years from the date of shipment to Purchaser. Specifically excluded are any attached hardware, lids or casters. At temperatures reaching -20F or below, precautions and restrictions should be taken on containers during lifting and/or dumping because the material becomes brittle, which could create breakage and possible voiding of warranty.

**CURBSIDE RECYCLING CONTAINERS:** Five (5) years from the date of manufacture.

**GRAVITY LOCKS:** Five (5) years from the date of shipment. If Cascade chooses to replace the gravity lock and the original type is no longer available, a comparable gravity lock will be provided instead.





Cascade Engineering  
Date: April 23, 2013  
P.O. No.: S1020903

4700 Broadmoor SE, Suite 200  
Kentwood, MI 49512

Telephone: 616-656-7401  
Facsimile: 616-656-2022  
www.intertek-etlsemko.com

Report No.: 101111805GRR-001B  
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**Test Report For:**  
**CASCADE ENGINEERING**  
**ANSI Z 245.30-2008**  
**CONTAINERS STANDARD DIMENSIONS**  
**32 Gallon Cart**

  
**James Jantz**  
**Senior Project Manager**

  
**Bryan Stratton**  
**Reviewer**

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Cascade Engineering  
Date: April 23, 2013  
P.O. No.: S1020903

Report No.: 101111805GRR-001B  
Page 2 of 11

Attention: Container Group  
CASCADE ENGINEERING  
4950 37<sup>th</sup> Street SE  
Grand Rapids, MI 49512  
Phone: 616-975-4820  
Fax: 616-956-9492

**DATE RECEIVED:** 3/31/13  
**DATES TESTED:** 4/1-4/22/13

**DESCRIPTION OF SAMPLES:**  
Part Description: 32 Gallon Cart

**WORK REQUESTED APPLICABLE DOCUMENTS:**  
To test the submitted samples per ANSI Z 245.30-2008 CONTAINERS STANDARD DIMENSIONS for the following tests:

Test Description:  
A: Volumetric Loading Capacity (7.2.4.2.1)  
B: Slope Stability (7.2.4.2.3)  
C: Durability During Pulling (7.2.4.2.4.)  
D: Loading and Unloading (7.2.4.2.5)  
E: Center of Balance Position (7.2.4.2.6)  
F: Force to Tip (7.2.4.2.7)  
G: Lid Test (7.2.4.2.8)

**CONCLUSION:**  
The submitted samples meet the acceptance level criteria of the tests described above.





**TEST EQUIPMENT:**

Pennsylvania 5600 Scale:	Asset No. 94-215397
Lift and Dump Machine:	Asset No. 40000
DPS-110:	Asset No. Z9612J512
Digi-Sense Digital Thermometer:	Asset No. 30943
Pennsylvania 5600 Scale	Asset No. 018343
Weightronix	Asset No. 121650604
Disc Weight 5.0lbs	Asset No. W034
Disc Weight 5.450lbs	Asset No. W012
Disc Weight 51.45lbs	Asset No. W032
Disc Weight 5.295lbs	Asset No. W007
Disc Weight 5.250lbs	Asset No. W013
Disc Weight 5.180lbs	Asset No. W008
Disc Weight 5.140lbs	Asset No. W015
Disc Weight 5.080lbs	Asset No. W010
Disc Weight 52.150lbs	Asset No. W017
Disc Weight 5.650lbs	Asset No. W011
Disc Weight 25.40 lbs	Asset No. W018
Combination Square	Asset No. PR001
Steel Rule	Asset No. 138112
Angle Finder	Asset No. PRO-1



**VOLUMETRIC LOADING CAPACITY TEST A:**

Date Tested: 4/22/13

Description of Samples:

Part Description: 32 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: Place the empty container on a scale and record the weight. Place the empty container in a tank full of water with a temperature of 59 °F ± 9 °F. Fill the container up to the rim and then place the container on a scale. Record the difference from the full container and the empty container.

Water Temp: 64 °  
Number of Specimens Tested: One (1) Carts

Acceptance Criteria:

Accuracy of measurement must be ± 2 % of the measured capacity of the container.

Results:

<u>Sample Description</u>	<u>Actual Capacity</u>	<u>% Difference</u>
32	32.28	+ .874

The submitted sample meets the acceptance level criteria.





**SLOPE STABILITY TEST B:**

Dates Tested: 4/2/13

Description of Samples:

Part Description: 32 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: Place the empty and loaded container on a defined normal slope of 5° to the horizontal. The container must be placed and stand in any direction (a minimum of 3 orientations).

Container Size: 32 Gallon Cart  
Actual Loading Amount: 117 lbs. (Standard Load 112 lbs.)  
Number of Specimens Tested: One (1) Cart

Acceptance Criteria:

There shall be no tipping or moving of the container.

Results:

<u>Cart Orientation</u>	<u>Empty</u>	<u>Loaded</u>
Wheels Facing Up	Pass	Pass
Wheels Facing Down	Pass	Pass
Wheels Facing Sideways	Pass	Pass

The submitted sample meets the acceptance level criteria.



**DURABILITY DURING PULLING TEST C:**

Date Tested: 4/2-4/3/13

Description of Samples:

Part Description: 32 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: Pull cart by handles off of curb fully loaded.  
Pull cart by handles up curb unloaded.  
Curb Height: 14 cm (5 1/2")  
Curb Radii: 26 mm (1")  
Temperature in Test Area: 73°F ± 9°F  
Number of Cycles: 520  
Actual Container Load: 117 lbs. (Standard load 112lbs)  
Number of Specimens Tested: One (1)

Acceptance Criteria:

Handles, wheels, axles, their attachments to the container, and the container itself must remain functional.

Results:

<u>Cycles</u>	<u>Description</u>
0	Start of Test
520	Test Complete - Pass

The submitted sample meets the acceptance level criteria.





**LOADING AND UNLOADING TEST D:**

Dates Tested: 4/3-4/19/13

Description of Samples:

Part Description: 32 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: The test was performed at room temperature with a cycle time that simulates lift, dump and return in not less than 8 seconds. The cart was loaded to 122 lbs. (+15-0 lbs.) Note: ANSI standards require a load specified on cart that is 112 lbs.

Number of Cycles: 520 Cycles  
Number of Specimens Tested: Two (2) 32 Gallon Carts

Acceptance Criteria:

Carts shall remain water tight and functional through 520 cycles.

Results:

<u>Sample Description</u>	<u>Cycles</u>	<u>Description</u>
32 Semi-Automated Tipper	520	Test Completed-Pass
32 Fully Automated Tipper	520	Test Completed - Pass

The submitted samples meet the acceptance level criteria.



**CENTER OF BALANCE POSITION TEST E:**

Date Tested: 4/2/13

Description of Samples:

Part Description: 32 Gallon Cart  
Sample Condition: Production  
Standard Load: 112 lbs  
Actual Load: 117 lbs

Test Procedure:

Test Method: Place container on a hard level surface and block wheels from movement. Tip container until the center of balance position is obtained. Block the container at this position and measure the distance vertically from the ground plane to the centerline of the handle of the base of the container.

Number of Specimens Tested: One (1) Cart

Acceptance Criteria:

The height of the handle shall be equal to or greater than 29 inches and equal to or less than 40 inches from the ground.

Results:

Center of Balance Position Measurement: (In Inches)

<u>Sample Description</u>	<u>1</u>	<u>2</u>	<u>3</u>
32	30.0	30 1/16	30 1/16

The submitted sample meets the acceptance level criteria.





**FORCE TO TIP TEST F:**

Date Tested: 4/2/13

Description of Samples:

Part Description: 32 Gallon Carts  
 Sample Condition: Production

Test Procedure:

Test Method: Place loaded container on a hard level surface and block container wheels to prevent forward motion. Attach force gauge to the handle and pull in line with the handle's movement to obtain the maximum force to tip.

Standard load: 112lbs  
 Actual Container Load: 117 lbs.  
 Number of Measurements: 3  
 Number of Specimens Tested: One (1)

Acceptance Criteria:

Tipping force shall not exceed 120 lbs. force.

Results: (lbf)

<u>Sample Description</u>	<u>Number of Tests</u>			<u>AVG(lbf)</u>
	1	2	3	
32	22.7	22.6	22.6	22.633

The submitted sample meets the acceptance level criteria.



**LID TEST G:**

Date Tested: 4/2/13

Description of Samples:

Part Description: 32 Gallon Cart Lid  
Sample Condition: Production

Test Procedure:

Test Method: Place partially loaded or empty container on a hard level surface and place a load in the center of lid.

Load Fixture Dimensions: 8" Diameter

Test Load: 80 lbs.

Duration of Load: 15 Minutes

Number of Specimens Tested: Two (2) Carts

Acceptance Criteria:

The container lid shall remain intact. Unit may deflect or distort but must not collapse and fall into the container.

Sample Description

Description of Results

32 Gal Cart Lid Cavity 1

Pass

32 Gal Cart Lid Cavity 2

Pass

The submitted sample meets the acceptance level criteria.





**Revisions Made To Test Report**

Index	Date	Revision Description	Revised by
001	April 23, 2013	Initial release.	Jim Jantz <i>Jim Jantz</i>





4700 Broadmoor SE, Suite 200  
Kentwood, MI 49512

Telephone: 616-656-7401  
Facsimile: 616-656-2022  
www.intertek-etlsemko.com

CASCADE ENGINEERING  
Date: July 17, 2009  
P.O. No.: ISE15448

Report No.:3182829GRR-001B  
Reference No.: 09-0603-202466  
Page 1 of 11

**Test Report For:**

**CASCADE ENGINEERING**

**ANSI Z 245.30-2008CONTAINERS  
STANDARD DIMENSIONS**

**64 Gallon Cart**

  
**James Jantz**  
**Project Manager**

  
**Bryan Stratton**  
**Reviewer/cm**

This report is for the exclusive use of Intertek's Client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this report. Only the Client is authorized to permit copying or distribution of this report and then only in its entirety. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test results in this report are relevant only to the sample tested. This report by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.





CASCADE ENGINEERING  
Date: July 17, 2009  
P.O. No.: ISE15448

Report No.:3182829GRR-001B  
Reference No.: 09-0603-202466  
Page 2 of 11

Attention: Container Group  
CASCADE ENGINEERING  
4950 37<sup>th</sup> Street SE  
Grand Rapids, MI 49512  
Phone: 616-975-4820  
Fax: 616-956-9492  
Email: [barrettm@cascade.com](mailto:barrettm@cascade.com)

**DATE RECEIVED:** 06/22/09  
**DATES TESTED:** 06/22/09 - 07/13/09

**DESCRIPTION OF SAMPLES:**

Part Description: 64 Gallon Cart  
Sample Condition: Production

**WORK REQUESTED APPLICABLE DOCUMENTS:**

To test the submitted samples per ANSI Z 245.30-2008 CONTAINERS STANDARD DIMENSIONS for the following tests:

Test Description:

A: Volumetric Loading Capacity (7.2.4.2.1)  
B: Slope Stability (7.2.4.2.3)  
C: Durability During Pulling (7.2.4.2.4.)  
D: Loading and Unloading (7.2.4.2.5)  
E: Center of Balance Position (7.2.4.2.6)  
F: Force to Tip (7.2.4.2.7)  
G: Lid Test (7.2.4.2.8)

**CONCLUSION:**

The submitted samples meet the acceptance level criteria.

**TEST EQUIPMENT:**

Pennsylvania 5600 Scale: Asset No. 94-215397  
Lift and Dump Machine: Asset No. 40000  
DFE - 100: Asset No. 138-914  
Digi-Sense Digital Thermometer: Asset No. 30943  
Pennsylvania  
Disc Weight 51.80lbs Asset No. 2975  
Disc Weight 5.08lbs Asset No. 2931  
Disc Weight 25.15lbs Asset No. 2937  
Combination Square Asset No. PR001

**VOLUMETRIC LOADING CAPACITY TEST A:**

Date Tested: 06/22/09

Description of Samples:

Part Description: 64 Cart  
Sample Condition: Production

Test Procedure:

Test Method: Place the empty container on a scale and record the weight. Place the empty container in a tank full of water with a temperature of 59 °F ± 9 °F. Fill the container up to the rim and then place the container on a scale. Record the difference from the full container and the empty container.

Water Temp: 66.4 °  
Number of Specimens Tested: Two (2) Carts

Acceptance Criteria:

Accuracy of measurement must be ± 2 % of the measured capacity of the container.

Results:

Sample Description	Actual Capacity	% Difference
64	63.62	-.57

The submitted sample meets the acceptance level criteria.



**SLOPE STABILITY TEST B:**

Dates Tested: 07/07/09 - 07/13/09

Description of Samples:

Part Description: 64 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: Place the empty and loaded container on a defined normal slope of 5° to the horizontal. The container must be placed and stand in any direction (a minimum of 3 orientations).

Container Size: 64 Gallon Cart  
Actual Loading Amount: 224 lbs. (Standard Load 224 lbs.)  
Number of Specimens Tested: One (1) Cart

Acceptance Criteria:

There shall be no tipping or moving of the container.

Results:

<u>Cart Orientation</u>	<u>Empty</u>	<u>Loaded</u>
Wheels Facing Up	Pass	Pass
Wheels Facing Down	Pass	Pass
Wheels Facing Sideways	Pass	Pass

The submitted sample meets the acceptance level criteria.

**DURABILITY DURING PULLING TEST C:**

Dates Tested: 06/23/09 - 06/24/09

Description of Samples:

Part Description: 64 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: Pull cart by handles off of curb fully loaded.  
Pull cart by handles up curb unloaded.

Curb Height: 14 cm (5 1/2")

Curb Radii: 26 mm (1")

Temperature in Test Area: 73°F ± 9°F

Number of Cycles: 520

Actual Container Load : 224 lbs. (Standard load 224lbs)

Number of Specimens Tested: One (1)

Acceptance Criteria:

Handles, wheels, axles, their attachments to the container, and the container itself must remain functional.

Results:

<u>Number of Cycles</u>	<u>Description</u>
0	Start of Test
520	Test Complete - Pass

The submitted sample meets the acceptance level criteria.



**LOADING AND UNLOADING TEST D:**

Dates Tested: 06/24/09 - 06/25/09

Description of Samples:

Part Description: 64 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: The test was performed at room temperature with a cycle time that simulates lift, dump and return in not less than 8 seconds. The cart was loaded to 226 lbs. (+15-0 lbs.) Note: ANSI standards require a load specified on cart that is 224 lbs.

Number of Cycles: 520 Cycles  
Number of Specimens Tested: One (1) 64 Gallon Cart

Acceptance Criteria:

Carts shall remain water tight and functional through 520 cycles.

Results:

<u>Number of Cycles</u>	<u>Description</u>
0	Start of Test
520	Test Completed - Pass

The submitted sample meets the acceptance level criteria.

**CENTER OF BALANCE POSITION TEST E:**

Date Tested: 07/07/09

Description of Samples:

Part Description: 64 Gallon Cart  
Sample Condition: Production

Test Procedure:

Test Method: Place container on a hard level surface and block wheels from movement. Tip container until the center of balance position is obtained. Block the container at this position and measure the distance vertically from the ground plane to the centerline of the handle of the base of the container.

Number of Specimens Tested: One (1) Cart

Acceptance Criteria:

The height of the handle shall be equal to or greater than 29 inches and equal to or less than 40 inches from the ground.

Results:

Center of Balance Position Measurement: (In Inches)

<u>Sample Description</u>	<u>1</u>	<u>2</u>	<u>3</u>
64	32 9/16	32.5	32 9/16

The submitted sample meets the acceptance level criteria.



**FORCE TO TIP TEST F:**

Date Tested: 07/07/09

Description of Samples:

Part Description: 64 Gallon Carts  
Sample Condition: Production

Test Procedure:

Test Method: Place loaded container on a hard level surface and block container wheels to prevent forward motion. Attach force gauge to the handle and pull in line with the handle's movement to obtain the maximum force to tip.

Standard load: 224lbs  
Actual Container Load: 227.5 lbs.  
Number of Measurements: 3  
Number of Specimens Tested: One (1)

Acceptance Criteria:

Tipping force shall not exceed 120 lbs. force.

Results: (lbf)

	<u>Number of Tests</u>			
<u>Sample Description</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Avg (lbf)</u>
64	48.0	48.3	48.3	48.2

The submitted sample meets the acceptance level criteria.

**LID TEST G:**

Date Tested: 07/07/09

Description of Samples:

Part Description: 64 Gallon Cart Lid  
Sample Condition: Production

Test Procedure:

Test Method: Place partially loaded or empty container on a hard level surface and place a load in the center of lid.

Load Fixture Dimensions: 8" Diameter

Test Load: 80 lbs.

Duration of Load: 15 Minutes

Number of Specimens Tested: One (1) Cart

Acceptance Criteria:

The container lid shall remain intact. Unit may deflect or distort but must not collapse and fall into the container.

Results:

<u>Sample Description</u>	<u>Description of Results</u>
64 Gal Cart Lid	Pass

The submitted sample meets the acceptance level criteria.

## TERMS AND CONDITIONS

### 1.0 INTRODUCTION

These Terms and Conditions are incorporated into the Intertek proposal made and submitted to you. The party executing this document ("Client") indicates acceptance of this proposal as a contract between Client and Intertek which governs the performance of the stated services and the rights and obligations of the parties and that Intertek may proceed with the work.

### 2.0 PROPOSAL TERM

Unless otherwise stated in the proposal, this offer shall remain valid until accepted, but in no event for a period longer than thirty days from the date of the proposal.

### 3.0 CLIENT INFORMATION

Client represents that the information supplied by it or its agents to Intertek is accurate and complete and samples are representative, and Client has informed Intertek concerning any dangerous or potentially dangerous characteristics of such samples which could cause injury during the performance of the work or in the transporting of such samples and Client also acknowledges that Intertek is relying upon such information and samples or data in the preparation of this proposal without further verification by Intertek as to its accuracy or completeness. The Client agrees to hold Intertek harmless and indemnify Intertek from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorneys fees if information provided by the Client is inaccurate or incomplete or samples are not representative. Intertek agrees that information received from the Client shall remain the property of the Client and will be returned to the Client upon demand, except for that which is necessary as a basis for the Intertek Reports. Client may designate in writing any information provided by Client to Intertek as confidential and proprietary. If Client has done so, Intertek will not release to third parties any such information without the prior written consent of the Client or only in response to a proper court order or process. As to that information, Intertek may make and retain copies. Client shall designate in writing to Intertek if it does not wish to have Intertek transmit any information, including test data and Reports, via electronic means.

### 4.0 PROPOSAL, PRICE AND SCHEDULE

Intertek will work diligently to provide the services according to the costs and schedule stated in the referenced proposal. Client recognizes and agrees that the proposal is a good faith estimate of the costs for the services to be provided and times of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the proposal. Intertek will not exceed the authorized estimate of costs without written authorization of Client. Samples will be shipped by Client to Intertek prepaid and will be returned collect or disposed of at Client's expense within thirty (30) days after testing is completed, unless alternative arrangements are made by Client. Additional fees will be charged for unanticipated assembly or preparation of samples. Test services will not be initiated until satisfactory credit has been established with Intertek's accounting department.

### 5.0 INVOICING

Invoices will generally be issued upon project completion. In certain instances, interim invoices may be issued. Invoices are due and payable to Intertek at its offices, within thirty (30) calendar days after receipt of invoice, and Client agrees to pay reasonable collection costs if necessary in the event of non-payment.

### 6.0 INSURANCE

Intertek declares that it maintains workers' compensation and employer's liability insurance on Intertek employees in a form and amount as required by applicable laws. This insurance does not cover any employees of Client or third parties who may be involved with the work to be performed, whether on property of Intertek, Client or third parties.

### 7.0 REPORTS

The Client agrees to waive any claim against Intertek and defend, indemnify, and hold Intertek harmless from any and all causes of action, lawsuit, proceedings or claims, including legal fees and expenses incurred by Intertek, allegedly arising as a result of unauthorized use of Intertek's Reports. The term Reports includes all reports, laboratory test data, calculations, estimates, notes and other documents prepared by Intertek in the course of providing services to the Client. All technical determinations of compliance arising from product, material or system evaluation shall not be considered final until issuance of a written report, reviewed and signed by an Intertek qualified Reviewer. All final decisions on product certification are made by the Certification Manager. Intertek retains any and all rights of ownership of Intertek's concepts, ideas, inventions, patents or copyrights used by Intertek in preparing Intertek's Reports and the provision of services to the Client. Only the Client is authorized to copy or distribute Intertek's Reports and then only in their entirety, and the Client shall not use the Reports in a misleading manner. Client further agrees and understands that reliance upon the Reports is limited to the representations made therein. Any use of the Intertek



name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. If Intertek becomes directly or indirectly involved in litigation as a result of misuse of its Reports, the Client agrees to compensate Intertek for its fees and expenses, including legal costs, in accordance with Intertek's prevailing fee schedule and expense reimbursement policy.

#### 8.0 LIMITED WARRANTY

Intertek warrants that if any of its completed services fail to conform to professional standard, Intertek will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which Intertek is notified in writing within six months of the completion of services. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

#### 9.0 LIMITS OF LIABILITY

Intertek's liability is limited as follows:

9.1 The Client agrees to limit Intertek's liability arising from Intertek's professional activity, errors, or omissions, such that the total aggregate liability of Intertek shall not exceed Intertek's total fee for the services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of Intertek by a court of competent jurisdiction.

9.2 Intertek shall be discharged from all liability to the Client for all claims for loss, damage or expense unless a claim is made within three (3) months of the date at which the damage, defect or alleged non-performance became apparent to the Client, and the process of law served no later than two (2) years from the provision of services by Intertek. -

9.3 Intertek shall not be liable to the Client for any consequential damages incurred by Client due to the fault of Intertek, regardless of the nature of this fault, whether it was committed by Intertek, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 The Client agrees to extend any and all limitations, indemnifications, and waivers provided by the Client to Intertek to those individuals and organizations Intertek retains for proper execution of the work. These shall be deemed to include but are not necessarily limited to Intertek's officers and employees and their heirs and assigns, as well as Intertek's agents, subcontractors and their officers, employees, heirs and assigns.

9.5 Client acknowledges that testing, including sample preparation and transportation, may damage or destroy Client's product. Client agrees to hold Intertek harmless from any and all responsibility for such alteration.

9.6 The Client agrees Intertek shall not be responsible for any injuries to the Client's representatives while attending to or observing testing at Intertek's facility. If testing takes place at the Client's facility, Client agrees that Intertek will not operate and shall not be responsible for any of Client's equipment and that although Intertek agrees to abide by Client's safety procedures, Intertek shall not be responsible for injury to any of Client's personnel.

#### 10.0 GOVERNING LAW

This proposal, and any work performed pursuant to this proposal, shall be governed by the laws of the jurisdiction within which the Intertek facility making the proposal is located. Any action brought hereon shall be venued in said jurisdiction.

#### 11.0 SEVERABILITY

Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

#### 12.0 MODIFICATIONS

No modification, waiver or amendment of any of these terms and conditions, including any assignment of Client's rights and responsibilities hereunder, shall be binding upon Intertek unless agreed to in a writing signed by an agent of Intertek.

**Bid Form  
ALTERNATE #3**

The UNDERSIGNED hereby declare that the only persons interested in this bid as the principals are named on this form; that it is made without any connections with any other person making any bid for the same work, that he has carefully examined the location of the proposed work, the Specifications, the proposed form of contract and the plans therein referred to; and he proposes and agrees if the proposal is accepted, that he will contract with the Town of Gorham to provide all machinery, tools, apparatus and other means of constructions, and to do all the work and furnish all the materials necessary to complete the work in the manner and time therein prescribed, and according to the requirements as therein set forth and that he will take in full payment therefore the following sums entered below on this bid form.

NOTE: The item descriptions below are brief and it is understood each item includes all labor, materials and equipment necessary to complete the work in accordance with the specification.

The UNDERSIGNED hereby proposes to furnish curbside collection service for municipal solid waste and recyclable material to the Town of Gorham, Maine, in accordance with the attached Invitation to Bid and Specifications, all dated 6/1/2020, and at the following price, warranty, and delivery time:

**Year One – July 1, 2020 to June 30, 2021**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ \_\_\_\_\_

Bid Price Written: \_\_\_\_\_

Municipal Buildings Collection Bid Price \$ 6500.00

Bid Price Written: Sgt Marguerite Fin Hurd

Bulky Item Curbside Collection Bid Price \$ \_\_\_\_\_ Per item

Bid Price Written: \_\_\_\_\_

**Year Two – July 1, 2021 to June 30, 2022**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ \_\_\_\_\_

Bid Price Written: \_\_\_\_\_

Municipal Buildings Collection Bid Price \$ 6500.00

Bid Price Written: Sgt Marguerite Fin Hurd

Bulky Item Curbside Collection Bid Price \$ \_\_\_\_\_ Per item

Bid Price Written: \_\_\_\_\_

**Year Three – July 1, 2022 to June 30, 2023**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ \_\_\_\_\_

Bid Price Written: \_\_\_\_\_

Municipal Buildings Collection Bid Price \$ 6500.00

Bid Price Written: Sgt Marguerite Fin Hurd

Bulky Item Curbside Collection Bid Price \$ \_\_\_\_\_ Per item

Bid Price Written: \_\_\_\_\_

*See Attached Sheet.*



**Year Four – July 1, 2023 to June 30, 2024**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ \_\_\_\_\_

Bid Price Written: \_\_\_\_\_

Municipal Buildings Collection

Bid Price \$ 6500.00

Bid Price Written: Six thousand five hundred

Bulky Item Curbside Collection

Bid Price \$ \_\_\_\_\_ Per item

Bid Price Written: \_\_\_\_\_

**Year Five – July 1, 2024 to June 30, 2025**

Mechanical Arm Curbside Collection – Solid Waste & Recyclables Bid Price \$ \_\_\_\_\_

Bid Price Written: \_\_\_\_\_

Municipal Buildings Collection

Bid Price \$ 6500.00

Bid Price Written: Six thousand five hundred

Bulky Item Curbside Collection

Bid Price \$ \_\_\_\_\_ Per item

Bid Price Written: \_\_\_\_\_

Signed: [Signature] Date 6/1/2020  
(Corporation, Firm or Company)

By: Christina Bruns  
(Officer, Authorized Individual or Owner)

Title: Office Manager

Mailing Address: P.O. Box 594

Stendoi me Zip Code 04084

Telephone 207 329.8429 Fax \_\_\_\_\_

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.



## Municipal Building Collection

Municipal Center: 10yd twice a week

Public Works: 10yd once a week

Public safety: 10yd once a week

Old Robie School: 8yd once a week

# Maine Secretary of State



## 2020 Annual Report Electronic Filing Acknowledgment

For Business Corporations on file as of December 31, 2019

**Charter Number:** 19851085 D  
**DCN Number:** 2200019009603  
**Legal Name:** R. W. HERRICK, INC.

### Clerk's Name and Address:

JOHN L. CARPENTER  
PO BOX 9729  
PORTLAND, ME 04104-5029

### Brief statement of the character of the business:

HAULING MSW, HAULING RECYCLING, DEMO

### Name and Address of Officers:

TREASURER  
WILLIAM GOOCH  
11 MILL ST STEEPFALLS ME 04085  
P.O.BOX 594 STANDISH ME 04084

PRESIDENT  
WILLIAM GOOCH  
11 MILL ST STEEPFALLS ME 04085  
P.O.BOX 594 STANDISH ME 04084

### Name and Address of Director:

WILLIAM GOOCH  
11 MILL ST STEEPFALLS ME 04085  
P.O.BOX 594 STANDISH ME 04084

**Date of Filing:** May 28, 2020

**Name and Capacity of Authorizing Party:**

CHRISSY BRUNS, OFFICE MANAGER





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CMI/FAPCO P.O. Box 806 29 North Street Houlton ME 04730	<b>CONTACT NAME:</b> Shelly Waddell <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> shelly.waddell@fapeabody.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> R W Herrick PO Box 594 Standish ME 04084	<b>INSURER A:</b> Acuity Mutual Insurance Company	<b>NAIC #</b> 14184
	<b>INSURER B:</b> Progressive Northern	38628
	<b>INSURER C:</b> Eastern Alliance	42997
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1981935746

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			252106	08/16/2019	08/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			03886805-3	08/28/2019	08/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$			252106	08/16/2019	08/16/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01-0000116643-01	05/02/2019	05/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shelly Waddell

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