

TOWN OF LIMERICK

WASTE HAULING AGREEMENT

THIS AGREEMENT is made this 12th day of November, 2024, by and between the INHABITANTS OF THE TOWN OF LIMERICK, a municipality and body politic and corporate having a place of business in the County of York, State of Maine (hereinafter the "Town"), and

Mellen and Son Disposal, a Maine business (corporation) with the mailing address of **920 North Road, Parsonsfield, ME 04047** (hereinafter "Contractor").

WITNESSETH:

WHEREAS the Town is required under Maine law to provide for the safe and efficient disposal of municipal solid waste generated within the Town; and

WHEREAS the Town is under a contractual obligation to deliver the municipal solid waste generated within its boundaries to the ecomaine disposal facility located on Blueberry Road in Portland, Maine (hereinafter, the "Facility"); and

WHEREAS, on **October 7, 2024**, the voters at a **Special Town Meeting** authorized the Town to enter into a contract for solid waste hauling services; and

WHEREAS Contractor is in the business of waste hauling and did submit a proposal for such services; and

NOW THEREFORE, 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 perform curbside collection of all residential and small business municipal solid waste generated in the Town and shall deliver for disposal to the Facility all waste that is acceptable at the Facility, defined as "Municipal Waste" in that certain Waste Handling Agreement between the Town and Ecomaine dated March 26, 2018 ("WHA"). Contractor shall furnish all materials, supplies, equipment, vehicles, facilities, and labor required to provide all those services set forth in the General Specifications, a copy of which is attached here as Exhibit 1. All work shall be performed in accordance with the Contractor's Bid 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 Quote, this Agreement shall control.

2. INDEPENDENT CONTRACTOR.

Contractor is and shall be deemed to be an independent contractor with respect to the work

under this Agreement, and shall not be deemed to be an officer, employee, or agent of the Town. To the extent Contractor requires additional personnel in order to fulfill its duties under this Agreement, Contractor shall be solely responsible for employing or retaining such personnel.

3. MUNICIPAL WASTE COLLECTION.

Contractor shall provide collection services for all Municipal Waste as set forth in the General Specifications Request for Proposals and Contractor's Proposal, and in accordance with Section VI of the Town's Solid Waste Flow Control Ordinance, a copy of which is attached as Exhibit 3 and is hereby incorporated as a part of this Agreement, as may be amended from time to time. Contractor shall provide the following collection services:

A. The Contractor shall provide weekly, curbside pickup of residential and small business Municipal Waste on all public and private roads in the Town and shall serve each residence or business in the Town at least once a week.

B. The Contractor shall not collect any "white goods," any waste that is otherwise defined as "Unacceptable Waste" in the Waste Handling Agreement (WHA), or waste that does not comply with the requirements of Section 5.3 of the Town's Solid Waste Flow Control Ordinance.

~~C. The Contractor shall provide two (2) 40-yard containers to be located, year-round, at the Limerick Transfer Station and Recycling Facility ("Transfer Station"). These containers shall be used for disposal of Municipal Waste only and Contractor shall haul the full containers, as needed, at no additional expense or hauling fees to the Town. The contractor shall maintain the containers in good, serviceable condition. The Town will inform the Contractor each Sunday and Wednesday whether either or both containers need to be emptied. The contractor will empty the containers and return them to the Transfer Station by the following Wednesday, if so, notified on a Sunday, or by the following Friday, if so, notified on a Wednesday.~~

Hauling will only need to occur if the Transfer Station manager calls Mellen, the cost will be \$250.00 at the time of hauling a container.

4. ROUTES AND COLLECTION SCHEDULES.

The Contractor shall provide curbside pickup services to all residences located on public and private roads in the Town. If Contractor determines that the condition of a private road is not adequate for its vehicles to safely provide services under this Agreement, Contractor shall inform the Board of Select Persons and Transfer Manager to discontinue service on such street until the road becomes adequate.

Contractor shall provide the Town with a map of its collection route and a schedule for the day of picking up of those routes and shall publish the collection route and schedule in the Shopping Guide prior to the effective date of the Agreement. The contractor shall only change the approved schedule and map after approval by the Board. If the Town approves changes to the map and schedule requested by the Contractor, the Contractor shall, at its own expense, send notice of the change in schedule to the Shopping Guide.

Unless otherwise approved by the Board, the hours of collection shall start no earlier than 6:00 a.m. and shall be completed no later than 4:00 p.m. Normal pickup days shall be Monday through Friday, with one day being agreed on by both parties. Weekend collection shall only be allowed with the prior permission of the Board. Non-collection holidays are: New Year's Day, Thanksgiving Day, Fourth of July, and Christmas Day.

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 above paragraph shall not apply to non-collection holidays or in the event of a serious storm during which the Town suspends collection services. Where collection services are not provided due to a holiday as provided herein, Contractor shall provide the collection services missed on a day approved by the Board of Selectmen. **Any cancelled collection due to a holiday shall be collected over the following day or if two (2) business days, with one-half of the holiday collection to occur on each day. Contractor shall provide notice of changes in collection days under this paragraph through notices in the Shopping Guide.**

5. DISPOSAL FACILITIES.

All residential Municipal Waste collected under the terms of this Agreement shall be transported to Ecomaine or other solid waste facility designated by the Town. The Town shall be responsible for the payment of all tipping fees for residential and small business Municipal Waste delivered to Ecomaine or other designated solid waste facility.

6. TERM; AGREEMENT SUBJECT TO ANNUAL APPROPRIATION.

This Agreement shall have a three (3) year term commencing on **January 1, 2025, and ending on December 31, 2027, unless sooner terminated as provided herein.** Each year of this Agreement is subject to the appropriation by the Town Meeting of the funds required for payment hereunder. If the Town Meeting 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. In addition to the foregoing, the parties may agree to terminate or amend this Agreement at any time by mutual, written consent.

7. CONTRACT PRICE; PRICE INCREASES.

Contractor agrees to collect and deliver to Ecomaine all residential and small business Municipal Waste generated within the Town, and to provide all other services set forth in this Agreement, for a total price of **Three hundred thousand Dollars, \$300,000.00** per year for each year of the term of this Agreement.

8. PAYMENT.

The Contractor shall be paid around the 15th of each month for an amount of \$25,000.00 per month, subject to any deductions or claims resulting from the Contractor's failure to perform work as

required under this agreement. The total per year will be \$300,000.00 with no deductions or claims.

9. INSURANCE.

Contractor shall maintain the following insurance coverages for the duration of the Agreement, a copy of all policies shall be filed annually with the Town of Limerick naming the Town as additional insured:

Public Liability Insurance (or Commercial General Liability) in the amount of not less than One Million Dollars (\$1,000,000.00), combined single limit, for either bodily injury by accident or bodily injury by disease, with aggregate Occurrence coverage in an amount of no less than Two Million Dollars (\$2,000,000.00) 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 Contractor. A copy of all policies shall be filed annually with the Town of Limerick, naming the Town as additional insured.

Automobile Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00), combined single limit per accident and not less than Two Million Dollars (\$2,000,000.00) in aggregate, 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 Contractor.

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), combined single limit per accident, 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 Contractor.

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 ten (10) 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 coverage required under this subparagraph and any insurance policies have been approved by the Town. All such insurance policies shall have a retroactive date which is the earlier of the date of the Agreement between the parties or Contractor's commencement of services hereunder.

B. INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless the Town from and against any claim, demand, loss and costs, including reasonable attorney's fees, arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any subcontractor, supplier, employee, agent, representative or invitee of the Town, Contractor, or any subcontractors or suppliers, to the extent such injury, damage or death arises out of or results in any manner from (i) Contractor's failure to comply with the terms of this Agreement, including, but not limited to, all warranties provided hereunder, or (ii) the fault of, or any act of negligence, or willful misconduct, by Contractor, Contractor's subcontractors, Contractor's suppliers, or of anyone acting under its or their direction or control, or on its or their behalf in connection with or incidental to the performance of this Agreement. The contractor's indemnity and hold harmless obligation shall not apply to liability to the extent caused by the fault, negligence, or willful misconduct of the Town. Any indemnification of the Town and any limitation of the Town's liability shall to the same extent apply to the Town's officers, employees, agents, contractors, and affiliated companies, and the directors, officers, employees, agents, and contractors thereof.

C. VEHICLES.

All vehicles used 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 driver's licenses. Each vehicle shall comply with all applicable state, local and federal regulations, as well as with all applicable requirements of Ecomaine or other solid waste facility designated by the Town. The contractor shall maintain its vehicles and equipment in good repair and in a safe, sanitary condition, and shall provide adequate back-up equipment and personnel to ensure weekly collection of waste and material if the primary equipment breaks down. Each vehicle shall contain Contractor's name and telephone number. Each vehicle used for curbside pickup of Municipal Waste shall have appropriate equipment for the cleanup of waste that may be spilled or scattered during the process of collection, and Contractor shall be responsible for immediately cleaning up any spillage caused by Contractor's equipment or handling of waste. Each vehicle shall be secured in such a manner as to prevent littering or leaking of fluids. Each vehicle used in the Town for the provision of services under this Agreement shall be equipped with a cell phone for the purpose of customer service.

D. 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.

E. CUSTOMER SERVICE.

Contractor shall provide the Town with a list of the qualified personnel who will be supervising the collection route for the Town under this Agreement. Contractor shall provide an appropriate level of customer service as required by this Agreement, including a telephone number at which Contractor may be reached during normal working hours to effectively deal with complaints and problems relating to this Agreement. The contractor shall be responsible for the prompt and appropriate resolution of customer complaints, whether relayed from the Town or directly from customers.

F. TERMINATION FOR CAUSE.

Without prejudice to any other right or remedy, the Town may terminate this Agreement at

anytime for cause by providing Contractor with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: (i) Contractor's failure to perform according to any of the terms or conditions of this Agreement in the time and manner specified; (ii) the adjudication of Contractor as bankrupt; (iii) the making of a general assignment by Contractor for the benefit of its creditors; (iv) the appointment of a receiver because of Contractor's insolvency; (v) 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; (vi) Contractor's failure to comply with federal, State or local statutes, laws, codes, rules, regulations, orders or ordinances; (vii) 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, or if Contractor merges with or is sold to any other corporation, partnership, sole proprietorship, person or entity without the prior written approval of the Town. In the event 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, and the Town may deduct and withhold from payment an amount necessary to engage a substitute contractor to complete the work covered by this Agreement, as well as any incidental or consequential damages sustained by the Town as a result of Contractor's breach.

G. 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: Town of Limerick
55 Washington Street
Limerick, ME 04048

CONTRACTOR:
Mellen and Son Disposal
920 North Road
Parsonsfield, ME 04047

H. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

Contractor shall be responsible for compliance with all applicable local, State, and federal laws and regulations, including but not limited to worker's compensation laws, employment security laws, minimum wage laws, and the Town's Solid Waste Flow Control Ordinance, as may be amended from time to time. Contractor shall also be responsible for compliance with Ecomaine's rules and regulations and the terms of the Waste Handling Agreement between the Town of Limerick and Ecomaine, a copy of which is attached hereto as Exhibit 4 and is hereby incorporated by reference. If the Town designates an alternative disposal facility, Contractor shall be responsible for compliance with the terms of any agreement between the Town and the alternative disposal facility and any rules or regulations promulgated by the alternative disposal facility.

I. ENTIRE AGREEMENT; AMENDMENTS; CONFLICTS.

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. Where there is a conflict between any provision of this Agreement and any of the Exhibits, this Agreement shall prevail.

J. ASSIGNMENT.

Neither party shall assign this Agreement without the written consent of the other, except as provided below. The contractor shall not assign any monies due or to become due to it hereunder without the previous written consent of the Board of Selectmen. Contractor also shall not subcontract any services required under this Agreement, shall not merge with or be sold to any other corporation, partnership, sole proprietorship, or person without the prior written approval of the Town.

K. 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, the exclusive venue for any such civil action shall be in Maine.

L. NON-WAIVER.

Failure of a party to this Agreement to enforce 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.

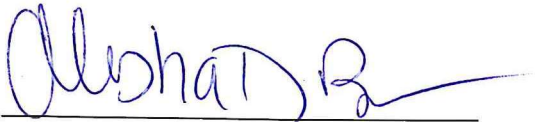
M. SEVERABILITY.

If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of this Agreement.


IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF LIMERICK has caused this Agreement to be signed and sealed by its Board of Select Persons, hereunto duly authorized, and CONTRACTOR has caused this Agreement to be signed and sealed its Board of Select Persons, the day and date first above written.

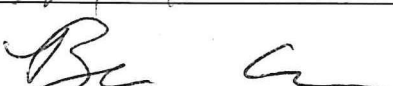
**INHABITANTS OF THE TOWN OF
LIMERICK**


Board of Select Persons

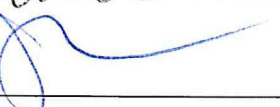



Witness to All Board Members











Date: 11/12/24

Contractor for Mellen and Son Disposal: 
902 North Road Parsonsfield ME 04047

Date: 12-30-24

ecomaine

CONTRACT MEMBER MUNICIPALITY WASTE HANDLING AGREEMENT

Exhibit 4
COPY

This Agreement, dated as of March 26, 2018, is entered into by and between **THE TOWN OF LIMERICK**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ecomaine**, a Maine non-capital stock nonprofit corporation.

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** is willing and able to operate a solid waste disposal system and to accept and process the MUNICIPALITY'S solid waste upon the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

Article I

Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the Municipality characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that

G. **RESERVED**

H. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

I. Hazardous Waste means 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 health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) 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.

J. Municipal Waste means Acceptable Waste, excluding Recyclable Materials, for which Tipping Fees are paid by the MUNICIPALITY and which (i) was delivered to the MUNICIPALITY'S transfer station or (ii) was otherwise collected by or on behalf of the MUNICIPALITY.

K. Pit means the storage area or areas at the Site from which Acceptable Waste will be extracted for disposal or other Handling.

L. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

M. Recyclable Materials shall mean solid materials, which are Acceptable Waste and from which resources other than energy may be recovered by ecomaine through collection, processing and recovery. The present list of accepted Recyclable Materials is: newsprint, old mail, catalogs, paperback books, magazines, office paper, paperboard, boxes, paper bags, corrugated cardboard, paper egg cartons, milk cartons, juice cartons, all #1 - #7 rigid plastic containers, milk jugs, water jugs, detergent bottles, bleach bottles, clear & colored glass bottles, metal cans, and aluminum. ecomaine may, from time to time, add materials to this list.

Article II

Representations, Warranties and Covenants

A. ecomaine warrants and represents to the MUNICIPALITY the following:

(1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of ecomaine and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of ecomaine enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.)

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, ecomaine's by-laws or recording certificate, or any indenture, material agreement or other instrument to which ecomaine is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of ecomaine.

B. The MUNICIPALITY warrants and represents to ecomaine each of the following:

(1) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(2) There is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or to the best of the knowledge of the MUNICIPALITY, any basis therefore, wherein an unfavorable decision, ruling or finding would adversely

Article IV

Delivery Of Waste Materials To The Site

A. Commencing upon the Effective Date, the MUNICIPALITY will deliver or cause to be delivered to the Site all Municipal Waste. ecomaine will Handle as provided herein all Municipal Waste delivered to the Site.

B. Fees. The Tipping Fees for Municipal Waste shall be as set forth in Article VI.

Article V

Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles which are covered or otherwise secured in a manner to prevent objectionable litter and odor. ecomaine may reject any Acceptable Waste delivered at hours other than Delivery Hours. ecomaine may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, ecomaine shall keep the Site open for receipt of Acceptable Waste and Recyclable Materials during Delivery Hours for all Business Days.

B. ecomaine shall maintain weighing facilities at the Site for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out, and ecomaine shall create and provide to the vehicle a Weight Slip for such Waste. ecomaine shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

C. ecomaine shall estimate the quantity of Waste and Acceptable Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, the MUNICIPALITY, at its expense, may have its Waste weighed at an alternative State-certified facility if adequate assurances of accuracy are provided to ecomaine. These estimates shall take the place of actual weighing records during such times.

D. Waste which is delivered to the Site and which is not rejected by ecomaine as Unacceptable Waste shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Title to and responsibility for all

Article VII

Force Majeure

Provided that each party gives written notice to the other of such event, neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- A. Acts of God, hurricane, tornado, lightning, or earthquake;
- B. Acts of war, civil insurrection or terrorism;
- C. Fire or flood not caused by the party unable to perform; or
- D. Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any Permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

Article VIII

Damage, Destruction, Closure

If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or if handling of Waste at the Facility is otherwise terminated, **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article IX

Term of Agreement

A. This Agreement shall be effective upon the Effective Date and remain in effect until March 31, 2028, unless sooner terminated pursuant to the terms hereof.

B. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

- (1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.
- (2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.
- (3) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.
- (4) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.
- (5) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right to operate the Site (subject to the other terms hereof). The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

Article XVI

Notices

All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if hand delivered or sent by postage prepaid, addressed as follows:

If to ecomaine: Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102

With a copy to: Mark Bower, Esq.
Jensen Baird Gardner & Henry
Ten Free Street, P.O. Box 4510
Portland, ME 04112

If to MUNICIPALITY:

With a copy to: Joanne Andrews
Selectperson
55 Washington St.
Limerick, ME 04048

Said notice shall be deemed given when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Article.

Article XVII

Binding Effect

The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Witnesses:

Melissa Lehto

ecomaine

By:

[Signature]
Its CEO/General Manager

TOWN OF LIMERICK

By: _____

Its _____

By: _____

Its _____

By: _____

Its _____

By: _____

Its _____

By: _____

Its _____

Exhibit 2

Steven Mellen
Mellen and Son Disposal
902 North Rd. Parsonsfield, ME

September 20th 2024

Town of Limerick

207 625 7591

To the Limerick Select board,

We are asking the town to consider renegotiating our contract for another three year period, effective January 1st 2025. This bid will be for curbside pickup only. Also included is a price per haul, for our containers at the Limerick transfer station. We appreciate the opportunity to continue our business with the town of Limerick.

Bids are as follows,

2025 - \$300,000.00

2026 - \$300,000.00

2027 - \$300,000.00

Per Container - \$250.00

Sincerely,

Steven Mellen

Owner/operator
Mellen and Son Disposal

Town of Limerick
Special Town Meeting Warrant
Open Meeting
Monday, October 7th, 2024

To Stanley Hackett, Constable of the Town of Limerick in the County of York, State of Maine,

Greetings:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Limerick in said county and state, qualified by law to vote in town affairs, to meet at the Municipal Building, 55 Washington Street in said town on Monday, 7th day of October, 2024 A.D., at seven o'clock in the afternoon, then and there to act upon the following articles:

Article 1

To choose a moderator by written ballot to preside at said meeting.

Article 2

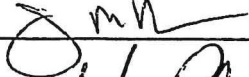
Shall the Town enter a three- year contract with Mellen & Son Disposal Services starting January 1, 2025, and ending on December 31, 2027, for the door-to-door pickup of trash services for the cost of \$300,000.00 a year.

Select Board Recommends: Yes

Budget Committee Recommends: No

Select Board, Limerick, Maine

Dated: 9/26/24

John Medici: 

Brady Connors: 

Wade Andrews: 

Gilbert Harris: 

Katherine Proctor: _____

Exhibit # 3
TOWN OF LIMERICK
SOLID WASTE FLOW CONTROL ORDINANCE

Approved at Special Town Meeting April 22, 1988

Amended March 16, 2005

Amended March 9, 2013

SECTION I – TITLE: Solid Waste Flow Control Ordinance

This ordinance shall be known as the Town of Limerick, Maine, Solid Waste Flow Control Ordinance.

SECTION II – ENABLING LEGISLATION:

This ordinance is enacted pursuant to the authority granted in 30 M.R.S.A. 1917, 2151, 2153, 4101 to 4102 and 38 M.R.S.A. 1304-B.

SECTION II A – GENERAL STATEMENT OF PURPOSE, ADMINISTRATION, REGULATION, AND AUTHORITY

A - Declaration of Policy, this Ordinance is designed to control solid, hazardous and special waste material in the Town of Limerick, Maine by providing for the establishment and enforcement of rules and regulations, establishing limitations, prohibiting certain acts causing solid waste disposal problems and providing for fines for violation of the provisions of this ordinance.

B – The governing body, the Selectmen, shall establish by the authority of this Ordinance, such rules and regulations, they deem necessary to carry out the purposes of this Ordinance. Such rules and regulations may govern the following:

b.1 - The availability and use of the Limerick Transfer Station for disposal of all solid wastes generated within the Town of Limerick.

b.2 - The rules, regulations, and fines set for not conforming to all regulations and directives of all local, state, or federal agencies that may have jurisdiction.

SECTION III – PURPOSE:

The municipality has an obligation to provide for the disposal of solid waste generated within the municipality. Whereas municipal solid waste contains valuable recoverable resources including energy, Limerick desires to minimize its solid waste disposal costs by collecting and delivering combustible wastes to a commercial incinerator for the purpose of generating electricity. The Town also promotes reducing, reuse, and recycling of materials.

(103)

SECTION IV – FACILITY:

Limerick has entered into a ^{ten}~~five~~ year contract dated March 26, 2018 with Ecomaine whose incinerator is located in Portland, Maine, for the receipt and incineration of its combustible wastes.

Limerick will continue to operate its own Transfer Station and Recycling Facility at 86 Doles Ridge Road, for acceptable household, burnable OBW and any other non-combustible wastes.

SECTION V – REGULATED ACTIVITY RESTRICTIONS FOR DISPOSAL:

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

5.1 The Town of Limerick will arrange for door to door pickup of combustible waste in such a manner that all residential homes and small businesses on all public and private roads will be served weekly or more frequently. The Town may contract for this service or provide it with its own equipment and personnel. All acceptable combustible wastes will be transported directly to **Ecomaine** so long as **Ecomaine** will receive them. If there are instances when **Ecomaine** cannot or will not accept these wastes, then the Selectmen shall find a suitable alternative destination.

5.2.1 Non-combustible wastes must be sorted among the following categories:

- A. Single –Sort Recycling shall be collected and compacted at the Transfer Station provided that the cost is approved by the voters.
- B. All metal including appliances and so-called white goods
- C. Tires
- D. Brush up to 6” in diameter
- E. Demolition debris which is sent to a landfill
- F. Oversized Bulky Waste – OBW will be shipped as Burnable Mixed Demo

Residents wishing to dispose of the above items at the Limerick Transfer Station and Recycling Facility must be prepared to deposit each category in its specific area or container as designated by the Manager or Attendants at the facility.

Loads which have the above categories mixed can be charged a higher rate if loads are not separated.

5.3 The following wastes are not acceptable for pickup and disposal at Ecomaine or for disposal at Limerick’s Transfer Station:

- A. Used or unwanted petroleum products such as motor oil or antifreeze
- B. Hazardous waste, including but not limited to: chemicals, explosives, and pathological, toxic, and radioactive wastes
- C. Dead animals or portions thereof
- D. Junk vehicles or parts thereof which are too large or heavy for the person disposing of them to lift them
- E. Logs or whole trees larger than 6" in diameter.
- F. Sewage or septage

5.4 RESTRICTIONS FOR DISPOSAL:

- A. No person, firm, corporation, or other entity shall dispose of any waste into or upon any water or land within the boundaries of the Town of Limerick unless such site has been designated by the Board of Selectmen as an Approved Disposal Facility through this Ordinance.**
- B. Except for licensed disposal of Hazardous Waste, it shall be unlawful for any person, firm, business, or corporation to burn or incinerate any solid waste within the Municipality, other than untreated wood, tree limbs, branches, logs, leaves, twigs, grass and plant cuttings; and then only with proper permit issued by the Limerick Fire Department to that person, firm, business, or corporation.**
- C. There shall be no commercial composting carried on in the Municipality without first acquiring any necessary permits from the town, the Planning Board, and the D.E.P.**
- D. For the purposes of Resource Recovery, the Municipality may require Solid Waste to be separated into such categories as may be established by order of the Board of Selectmen, or their representative.**
- E. Any waste accepted at or within any portion of the Limerick Transfer Station and Recycling Facility owned by the Municipality shall become the property of the Municipality. No person, firm, business, corporation, or other entity shall salvage, remove or carry off any such waste, or engage in other Resource Recovery, without prior approval of the transfer station manager or any other authorized representatives of the Municipality.**

SECTION VI – CONDUCT OF DOOR TO DOOR PICKUP:

The process of door to door collection of combustible wastes will be subject to the following regulations and restrictions:

6.1 Combustible waste means exactly that; if it will not burn, it will not be picked up and it will not be shipped to the incinerator.

6.2 Combustible Municipal Waste will be placed at the side of the road on the day of anticipated pickup in any container that will prevent it from being scattered by wind or animals. The contractor or town will publish routes and days for trash pickup and will publicize deviations and changes. Containers should be no larger than 40 gallons or too heavy for one man to load on to the rubbish truck. Household waste taken to the Transfer Station must be bagged.

6.3 Items which are too long or too cumbersome to fit into the rear opening of a trash compacting truck will not be picked up.

6.4 Commercial establishments (other than residential and small businesses) which generate combustible wastes must contract individually with a Contractor for pickup and transport of such wastes. The town will not bear the expense of trash hauling for commercial establishments but it will pay the tipping fees at **Ecomaine** for said wastes for residential and small businesses. Commercial establishments would include but not limited to: stores, restaurants, office buildings, auto service stations, and manufacturing facilities.

SECTION VII – FEES FOR SUBSTANTIAL DISPOSAL AT THE LIMERICK SANITATION AND RECYCLING FACILITY:

Users of the Limerick Sanitation and Recycling Facility shall pay the following fees:

AMENDMENTS TO SOLID WASTE FLOW CONTROL ORDINANCE

As Passed on Saturday March , 2022 Article

Proposed Fee Schedule Changes

Effective March 16, 2005

Amended March 9, 2013

Enter Fee Schedule here

WE DO NOT ACCEPT

Brush over 6 inches in diameter or over 4 foot in length

Motor Oil/Antifreeze

Any Flammable Liquid

Any Vinyl, Linoleum, Floor Tiles, Made before 1980

Any Item or Siding Containing Asbestos

WE DO ACCEPT FOR RECYCLING

Rechargeable Batteries – metal hydride, nickel-cadmium, lead acid, lithium
& silver oxide button batteries
marine, automobile and tractor batteries

Single-Sort Recycling Corrugated Cardboard, Paper, Clean bottles and Cans, Aluminum
Containers, Plastics 1 through 7

Anything at Least 90% of Any Kind of Metal/Steel/Cast Iron/Brass/Copper/Aluminum
As long as the market is high the Town is not charged.

FREE COMPOSTING AVAILABLE

Clean leaves & Garden Debris/Non-woody Plants/Grass Clippings
Small Amounts Horse Manure/Cow Manure/Pine Needles
(No Food Items or Garbage of Any Kind)

REUSEABLE AND RECYCLED ITEMS IF APPROVED BY THE STAFF

These items are placed in the right hand bay of the Take It Shop or in the Big Barn and
are free to Limerick Residents and Tax Payers on a First Come First Served Basis.

No Dump Picking

**We do not give away baby furniture, including but not limited to: cribs stationary
or portable, playpens, highchairs, swings, car seats, bassinets and booster seats.**

We do not give away lifejackets or helmets of any kind.

**Any Vehicle Entering the Facility Needs a Current Sticker.
These are available only at the Facility Office**

**CONTRACTORS – Must Have a Contractor Form with Resident
Signature/Location/ Building Permit Number If Applicable and telephone number
BEFORE DUMPING – Available at the Facility Office**

**Hours of Operation are posted
At the Transfer Station Entrance
Call Ahead on Holidays or Storm Days
Transfer Station Telephone Number (207) 432-0064**

SECTION VIII – SOLID WASTE DISPOSAL CONTROL STANDARDS AND REGULATIONS:

- A. The Selectmen of the Town of Limerick are hereby granted authority to establish detailed operating rules and regulations and set fees, for all Municipal Solid, Hazardous and Special Waste collection and disposal. The rules, regulations and fees shall be reviewed and revised as required. Fees collected, if any, for disposal of tires, white goods, leaves, wood, brush, refrigerators, freezers, air conditioners, water coolers, dehumidifiers, bilge and sump pumps, universal waste including but not limited to: mercury switches, ballast, CFL's, thermometers, thermostats, liquid mercury, computer monitors, televisions, and any other mercury containing devices also all electronics including but not limited to, computer towers, printers, scanners, copiers, fax machines, keyboards and any other electronic devices, demolition debris, sheetrock, shingles, shall be reviewed and adjusted by the Selectmen, with recommendations from the solid waste manager on a regular basis in order to allow for rapidly changing State and Federal Regulations. The rules and regulations shall include the operating hours as set forth by the Board of Selectmen with recommendation from the solid waste manager. Currently effective rules, regulations and fees shall be available at the Transfer Station and Recycling Facility, shall be posted on the town web site, and shall be on file in the Town Office.**
- B. The use of the facility by any person, firm, business or corporation shall be at the direction of the Manager and Attendants. The facility Manager and Attendants may examine any material brought to the facility to insure that rules and regulations are complied with. The facility Manager and Attendants may refuse to accept any solid waste that is hazardous or special waste that is not in accordance with these rules and regulations.**
- C. No hazardous waste shall be delivered to the facility except Universal Waste. Waste not allowed to be delivered to the facility shall include automobiles, dead animals or other pathological or biological waste including asbestos, sludge, oil, antifreeze, water treatment residues, sandblast grit, and paint in liquefied form.**
- D. In industrial or commercial waste that creates a problem of disposal by virtue of federal, state, or local rules and**

regulations that control and prohibit its disposal shall be delivered to the facility.

- E. The Town of Limerick Transfer Station and Recycling Facility are operated for the benefit of Limerick residents, both year round and seasonal residents. Admission to the facility will be by permit only. Limerick facility users will be issued a permit in the form of a windshield sticker; these stickers will be issued at the facility with some proof of residency; for the purposes of this ordinance, residents are considered persons with a valid State Vehicle Registration having a Limerick E911 address; non-residents must supply their E911 address and their Map and Lot number or a copy of their tax bill. Future fees, if any, for these permit stickers shall be determined by the Board of Selectmen.
- F. All disposal of waste within the facility will be checked in with the facility Manager or Attendant and paid for prior to being allowed to unload.
- G. The Limerick Transfer Station will not accept large amounts of demolition debris. Residents or other entitled users must secure a dumpster or deliver to another licensed facility excessive loads of this material at their own expense. The Transfer Station Manager or Attendants shall determine when the volume of debris brought to the Station exceeds what is considered to be an ordinary amount of household demolition material. This ordinance applies to individuals and to contractors who may be acting independently or on behalf of a Limerick resident or other entitled user.

SECTION IX – DEFINITIONS:

Definitions in this ordinance – the following terms shall have the following meanings.

“Attendant” is any person employed or appointed by the Town of Limerick to supervise the solid waste facility and operate any necessary equipment. The Attendant is under the direct supervision of the facility Manager.

“Facility” is the Town of Limerick Transfer Station and Recycling Facility located on Doles Ridge Road, Limerick, Maine.

“Hazardous Waste” is any waste which the federal government and or the state government have determined to be hazardous in composition.

“Manager” is a person who is employed by the town to supervise the attendants and is also responsible for but not limited to the following:

- 1. Checks all shipments from the facility against incoming statements.**
- 2. Prepares a quarterly report for the Selectmen giving the current status of the department.**
- 3. Reports any violations to the Selectmen and the Administrative Associate.**
 - a. Calls for pickup of full containers.**
 - b. Attends staff meetings and evening meetings when necessary.**
 - c. Responsible for working with the household waste door to door contractor, keeping track of all shipments of household waste both door to door collections and household waste collected at the facility.**
 - d. Handles the everyday fees collected, and income from the redemption of bottles and cans collected at the facility and turns in all income to the Town Treasurer.**
 - e. Responsible for keeping up with current laws, available grants and recycling trends by either attending seminars and or yearly conventions sponsored by the State of Maine, Department of Labor or the Maine Resource Recovery Association.**
 - f. Responsible for educating the general public with emphasis on increasing voluntary recycling.**

“Universal Waste” is wastes that contain hazardous materials such as mercury, lead and other heavy metals, and are commonly found in homes, businesses and schools. Universal wastes and electronic wastes include: computer monitors, televisions, flat panel displays, hand held games, mercury switches and devices, fluorescent lamps and CFL’s, neon, mercury vapor, metal halide, high intensity discharge, and high pressure sodium lamps and PCB ballasts usually found in old fluorescent lighting fixtures.

SECTION X – FINES

A fine of up to \$500.00 plus costs of cleanup and disposal fees if applicable, attorney’s fees, and court costs shall upon conviction, punish whosoever violates this ordinance. The State of Maine District Court for the District including Limerick shall have jurisdiction of all offenses hereunder, subject to exception and appeal as is provided by Maine State Law.

SECTION XI – MISCELLANEOUS

- A. The Selectmen may establish schedules of waste disposal charges for those benefiting by using the facility owned by the Municipality. The fee schedules may also include different fees for disposal of different kinds of solid wastes.**
- B. It shall be the duty of the Board of Selectmen to enforce the provisions of this Ordinance, and the Selectmen may authorize a representative(s) to do so.**
- C. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed, effective on the enactment date of this Ordinance.**
- D. If any section, subsection, sentence, or part of this 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.**

Amendment to Zoning Ordinance

March 9, 2007 Town Meeting

Article 5 of the 2006 Warrant

To see if the town will vote to add to Section I of Article II – Definitions of the existing Limerick Zoning Ordinance as follows:

“Junkyard: Junkyard means a yard, field or other area used to store:

- a. Discarded, worn-out or junked plumbing, heating supplies, household appliances and furniture;
- b. Discarded scrap copper, brass, rope, rags, batteries, paper trash,
- c. Rubber debris, waste and all scrap iron, steel and other scrap ferrous or non-ferrous material.”

Passed March 9, 2007 on ballot 278 Yes – 151 No

Proposed Changes given Selectmen and approved

7-18-12 – JLA

2/4/13 – JLA

10/9/20 – JLA

11/2/21- JLA

EXHIBIT 1 - 3 Pages

TOWN OF LIMERICK
GENERAL BID SPECIFICATIONS FOR
DOOR TO DOOR PICKUP AND TRANSPORT

SUBJECT: The contract is for the door-to-door pickup of combustible trash originating in Limerick, and for the transportation of the same to Ecomaine 65 Blueberry Road, Portland, Maine, for a period of three (3) years, commencing on January 1, 2025, and ending December 31, 2027, under the following terms and conditions.

INDEPENDENT CONTRACTOR: Throughout the performance of the contract, you are acting in an independent capacity and not as an officer, employee or agent of the Town of Limerick. Additional personnel needed by you to fulfill your duties under the contract shall be employed or retained by you, and you are solely responsible for complying with all applicable state and federal laws including but not limited to workers compensation law, employment security law and minimum wage law. As an independent contractor, you are also responsible for maintaining your vehicles and equipment in a safe and legal condition. You are to provide adequate back-up equipment and personnel to ensure weekly collection of waste and material if the primary equipment breaks down or you need additional personnel.

DUTIES:

A. Contractor must pick up from the side of all roads, both private and public, in the Town of Limerick, all combustible trash mixed residential and small business refuse and transport same to Ecomaine.

B. Each residence in Limerick must be served at least once a week.

C. Contractor shall not collect any white goods and any other waste that is otherwise defined as "unacceptable waste" at Ecomaine or waste that does not comply with the Town's Solid Waste Flow Control Ordinance.

D. Contractor shall furnish such equipment as-is necessary to perform the work herein described to the satisfaction of the Town of Limerick's Board of Selectmen.

E. The names of those qualified personnel who will be supervising the collection route will be given to the Town. The Contractor will provide a telephone number and or cell phone number where Town residents may contact him/her during normal working hours to effectively deal with complaints and problems relating to this contract.

F. In the event of spillage from Contractor's equipment or handling, the contractor shall immediately clean up the litter. All waste or material spilled or lost due to animals or vandalism prior to collection shall be the responsibility of the household resident for clean-up.

Initial Board Members: GH Be W.A. [Signature] Contractor: S.M.

**GENERAL BID SPECIFICATIONS FOR
DOOR TO DOOR PICKUP AND TRANSPORT**

Page 2

G. The parties may agree in writing to terminate or amend this contract by mutual consent.

~~**H.** Contractor agrees to provide two (2), 40-yard containers; to be located at the Limerick Sanitation and Recycling Facility 86 Doles Ridge Road Limerick, ME. These containers will be for combustible household trash only and will be hauled to Ecomaine, as needed, at no additional expense or hauling fees to the Town of Limerick.~~ **This only will apply if Transfer Station manager ask Mellen for transport of containers which at that time will be at a cost of \$250 each time.**

INSURANCE:

Public Liability Insurance or Commercial General Liability in the amount not less than One Million Dollars (\$1,000,000.00) combined single limit, for either bodily injury by accident or bodily injury by disease, with Aggregate Occurrence Coverage in an amount no less than Two Million Dollars (\$2,000,000.00) to protect Contractor and the Town from claims and damages that may arise from operations under this Agreement, whether such operations by Contractor or by anyone directly or indirectly employed by Contractor. A copy of all policies shall be filed annually with the Town of Limerick.

Automobile Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) combined single limit, for either bodily injury by accident or bodily injury by disease, with Aggregate Occurrence Coverage in an amount no less than Two Million Dollars (\$2,000,000.00) to protect Contractor and the Town from claims and damages that may arise from operations under this Agreement, whether such operations by Contractor or by anyone directly or indirectly employed by Contractor. A copy of all policies shall be filed annually with the Town of Limerick.

Pollution Liability Insurance in the amount not less than One Million Dollars (\$1,000,000.00) combined single limit per accident to protect the Contractor and the Town from claims and damages that may arise from operations under this Agreement, whether such operations by Contractor or by anyone directly or indirectly employed by Contractor. A copy of all policies shall be filed annually with the Town of Limerick.

Worker's Compensation Insurance in amounts required by Maine Law and Employer's Liability Insurance, as necessary, as required by Maine Law.

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

Initial Board Members: GA WABCE Contractor: S.M

**GENERAL BID SPECIFICATIONS FOR
DOOR TO DOOR PICKUP AND TRANSPORT**

Page3

PERFORMANCE: If the Contractor fails to perform according to any of the terms or conditions of the contract in the time and manner specified, such failure shall constitute a breach of the total contract. In the event of breach, the Board of Selectmen may deduct and withhold from the contract an amount, which shall equal compensating a substitute contractor to complete the work covered by this contract, as well as any incidental or consequential damages.

The Contractor may not assign, subcontract or otherwise transfer his rights or obligations pursuant to this agreement without the express written consent of the Town of Limerick's Board of Selectmen.

~~The Board of Select Persons for the Town of Limerick reserves the right to accept or reject any or all bids. The successful bidder must enter a written contract within 30 days of the date of the bid acceptance by the Town of Limerick. Upon signing of the contract, the Contractor must familiarize their self with the public and private roads within the town to be serviced prior to the starting date.~~

The Town voted at a Special Town Meeting on Monday, October 7, 2024, with the article question-copy of warrant included

Shall the Town enter a three-year contract with Mellen and Son Disposal Services starting January 1, 2025, and ending December 31, 2027, for the door-to-door pickup of trash services for the cost of \$300,000.00 a year.

Initial Board members: GALE NATIER Contractor: S.M.

