

**TOWN OF BRIDGTON
SOLID WASTE FLOW CONTROL ORDINANCE**

1.1. Short Title

This Ordinance shall be known as and may be cited as the "Bridgton Solid Waste Flow Control Ordinance" and shall be referred to herein as "this Ordinance". It shall relate to the disposal of Solid Waste within the Town of Bridgton; prescribe Rules and Regulations therefore; and provide Penalties for violation thereof.

1.2. Purpose

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

The following definitions shall be observed in the construction of this Ordinance.

Acceptable Waste - shall mean ordinary household, municipal, institutional, commercial and industrial Solid Waste including, without limitation, the following:

1. 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 Regional Waste Systems, Inc. (RWS) determines that the air emission criteria and standards applicable to and at the RWS disposal facility are not violated; and
2. Processible portions of commercial and industrial solid waste; and
3. Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than four and one-half (4 1/2) feet long and 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 RWS Disposal Facility, and further provided that such items may be delivered to the RWS 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 RWS

Disposal Facility by or on behalf of the Municipality within any Calendar Year; and

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 July 1, 1986 Waste Handling Agreement between Municipality and Regional Waste Systems, Inc. (RWS) 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 and which are later determined not to be 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".

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

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.

Board - shall mean the Board of Selectmen of the Town of Bridgton.

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.

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.

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

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.

Hazardous Waste - shall mean a waste substance or material in any physical state, designated as hazardous by the terms of the Waste Handling Agreement and amendments thereto.

Municipality - shall mean the Town of Bridgton.

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.

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

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, reducing, incinerating, reclaiming or disposing of Solid Waste; this term shall include the RWS Disposal Facility, the Municipal Disposal Facility and the RWS Construction and Demolition Debris Disposal Facility should one be established.

Recycle - shall mean to recover, separate, collect and reprocess waste materials for sale or reuse other than as a fuel for the generation of heat, steam or electricity.

Recycling - shall mean the collection, separation, recovery and sale or reuse of materials that would otherwise be disposed of or processed as waste or the mechanized separation and treatment of waste, other than through combustion, and the creation and recovery of reusable materials other than as a fuel for the generation of electricity.

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.

RWS 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 Regional Waste Systems, Inc. (RWS), and/or any other site designated by RWS or its assignee used for storing, salvaging, reducing, incinerating, reclaiming or disposing or Acceptable Waste pursuant to the Waste Handling Agreement and amendments thereto.

RWS 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 Regional Waste Systems, Inc. (RWS), and/or any other site designated by RWS 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.

RWS or Regional Waste Systems, Inc. - shall mean Regional Waste Systems, Inc., a non-capital stock, non-profit corporation created pursuant to Title 30-A, Chapter 115 and Title 13, Chapter 81 of the Maine Revised Statutes, or any successor thereto or assignee thereof.

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.

Town - shall mean the Town of Bridgton.

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.

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

ARTICLE II. PUBLIC SOLID WASTE DISPOSAL FACILITIES

2.1 Designation

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

3.1.1 The Board shall establish by order the Rules and Regulations governing the availability and use of the designated Public Solid Waste Disposal Facility (ies).

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 IV. RESTRICTIONS AND FEES FOR DISPOSAL

4.1 Restrictions

4.1.1 No person shall dispose upon any land within the corporate limits of the Municipality Solid Waste of any kind generated within the Municipality unless such land has been designated as a Public Solid Waste Disposal Facility pursuant to 2.1.1.

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 it necessary to exclude. Hazardous Wastes and Biomedical Wastes shall be handled in accordance with Title 38 M.R.S.A. 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, wood and lumber, tree limbs, branches, ties, logs and trees, twigs, grass and plant cuttings.

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 Municipality agrees to pay to RWS 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 RWS that the Solid Waste is of a type for which the Municipality has agreed to pay the tipping fee.

ARTICLE V. 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 Recovery

5.2.1 For the purposes of resource recovery, the Board shall develop proposed categories for separation of Acceptable Wastes which may include, but shall not be limited to glass, newsprint, cardboard, mixed papers, white goods, and other wastes. The Board shall also develop proposed schedules of fees to be charged for the use of the Municipal Disposal facility. Insofar as practicable, the proposed fee schedules shall be designed so that the fees collected for use of the Municipal Disposal facility(ies) do not exceed the estimated cost to the Town of

handling, transporting and disposing of solid wastes including the tipping fee paid by the Town to RWS. The proposed fee schedules may include different waste disposal fees for residents of the Municipality disposing of their own domestic refuse, for businesses located within the Municipality disposing of their own refuse and for Commercial Refuse Collectors disposing of solid waste generated within the Municipality. Such fee schedules may also include different schedules for disposal of different kinds of solid waste and different fee schedules for disposal of solid wastes which have been separated for purposes of resource recovery. Such fee schedules may be adjusted from time to time by the Board on a uniform basis to reflect actual changes in the cost of solid waste disposal to the Town. All fees collected shall be for the use of the Town of Bridgton and failure to pay the required fees shall result in denial of the use of the Municipal Disposal Facilities.

5.3 Property Rights

5.3.1 Any solid Waste generated within the boundaries of the Municipality shall become the property of the Municipality or Regional Waste Systems, Inc. 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 Municipality and RWS.

ARTICLE VI. LICENSING

6.1 No Commercial Refuse Collector shall collect, recycle or haul Solid Waste generated within the boundaries of the Town of Bridgton without first obtaining an annual license therefore as provided herein.

6.2 Any person, firm or corporation wishing to obtain a Commercial Refuse Collector License shall present a written application therefore on a form provided by the Municipality accompanied by payment of a fee to be established by the Board. Such fee shall be established to cover reasonable costs associated with the licensing process. A Commercial Refuse Collector License shall be issued by the Town Manager or his designee (Issuing Authority) only after a due and proper investigation of the applicant. All fees collected shall be for the use of the Municipality.

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

6.3.1 Applicant's name;

6.3.2 Applicant's residence and telephone number, if applicable;

6.3.3 Address and telephone number of the applicant's place(s) of business;

6.3.4 If applicant is a corporation, the names and addresses of each of its directors and officers;

6.3.5 A description of the vehicles and equipment to be used in the Town of Bridgton including the make, model, year of manufacture and license plate number of said vehicles and equipment;

6.3.6 Whether applicant will be collecting, recycling or hauling Solid Waste generated by residences, by commercial activities or uses and/or by industrial activities or uses; if applicant intends to collect, recycle or haul Solid Waste generated by commercial and/or industrial activities or uses, the applicant shall list the names and addresses of each commercial or industrial activity or use located within the Municipality with which the applicant has an agreement to collect, recycle or haul commercial or industrial Solid Waste and shall describe the location of any dumpster(s) or other container(s) used by commercial or industrial activity or used to store solid waste along with the serial number, if any, on such dumpster(s) or other container(s); and

6.3.7 A copy of the Commercial Refuse Collector's current valid RWS Hauler Permit if the Commercial Refuse Collector has or needs to have an RWS Hauler Permit; provided, however, that this is not required for Commercial Refuse Collectors whose sole business activity is recycling Acceptable Waste.

6.4 A copy of each Commercial Refuse Collected License issued and of each application therefore shall be provided to RWS by the Municipality.

6.5 All licensed Commercial Refuse Collectors shall comply with such Rules & Regulations as may be adopted by the Board from time to time; failure to comply with such Rules & Regulations shall be a violation of this Ordinance. Each licensed Commercial Refuse Collector that has or needs to have an RWS Hauler Permit shall send RWS a copy of each Category A manifest that it provides to the Department of Environmental Protection pursuant to Chapter 411, Section 6 of the Department's Rules as may be amended from time to time.

6.6 License Denial, Revocation or Suspension

6.6.1 Licenses and renewals of licenses issued under Section 6.1 through 6.5 hereunder may be denied, revoked or suspended by the Issuing Authority as follows:

6.6.1.1 The issuing Authority shall deny a license or license renewal application if at the time of application or while the application is pending, the Commercial Refuse Collector lacks a current, valid RWS Hauler Permit and a current, valid RWS Hauler Permit is required of the applicant under Paragraph 6.3.

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

6.6.1.3 The second violation, at any time, by a licensed Commercial Refuse Collector of any provision or provisions of this Ordinance shall result, in addition to any penalty or relief the Municipality may seek under Article 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.

6.6.1.4 The third violation, at any time, by a licensed Commercial Refuse collector of any provision or provisions of this ordinance shall result, in addition to any penalty or relief the Municipality may seek under Article VII of this Ordinance, in revocation of that Commercial Refuse Collector's license and in the denial of Commercial Refuse Collector's licenses to that person for subsequent calendar years unless and until the Board determines that the Commercial Refuse Collector may be allowed to apply for and receive a license 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 Refuse Collector's license and the barring of that Commercial Refuse Collector from applying for a license under this Ordinance in subsequent calendar years.

6.6.1.5 Subparagraphs 6.6.1.2, 6.6.1.3 and 6.6.1.4 notwithstanding, the revocation of a Commercial Refuse Collector's RWS Hauler Permit shall result in revocation of the Municipal license granted hereunder, and the Commercial Refuse Collector shall not reapply to the Issuing Authority for a license hereunder until such time as it again possesses a current, valid RWS Hauler Permit.

6.6.1.6 No Commercial 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 notice to the Commercial Refuse Collector.

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

6.6.3 The Municipality shall inform RWS immediately in writing whenever it denies, suspends or revokes a Commercial Refuse Collector's license hereunder.

6.6.4 An applicant for a Commercial Refuse Collector's license who intends to engage in Recycling of Acceptable Waste generated within the Municipality shall, as a condition to issuance of said license, execute at the time of issuance of said license a Recycling Agreement between it and the Municipality, which Recycling Agreement shall be in a form acceptable to the Municipality's attorney and shall:

1. acknowledge that the wastes it recycles are Acceptable Waste pledged by the Municipality to RWS;
2. provide that the Recycling Agreement will have a duration of one year, may be renewed from year to year by written agreement of the parties and may be terminated at any time by the Municipality without payment of any penalty or damages to the Commercial Refuse Collector;
3. require that the waste it recycles actually be recycled and that proof thereof be presented to the Issuing Authority; and
4. require the Commercial Refuse Collector to report to RWS by the first day of February of each year the types and amounts of waste generated within the Municipality that it has recycled.

ARTICLE VII. MISCELLANEOUS

7.1.1 It shall be the duty of the Public Works Director or other designated Town official to enforce the provisions of this Ordinance.

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

7.1.3 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.

7.1.4 Whoever violates any of the provisions of this ordinance shall be punished by a fine of not more than one hundred dollars (\$100.00) per violation plus costs which fine shall be recovered on complaint to the use of the Municipality. Each day upon which any continuing violation of any provision 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 Municipality may seek equitable relief, including but not limited to injunctive relief and indemnification of the Municipality's liquidated damages to RWS and attorney's fees and costs to ensure compliance with the terms of this Ordinance.

Adopted 6/15/94 ATM