



Town of Jay

340 Main Street
Jay, Maine 04239-1697
Phone: 207-897-6785
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Office of

Select Board
Assessors
Town Manager
Treasurer
Town Clerk
Planning Board
Code Administrator

NOTICE AND INFORMATION TO BIDDERS CURBSIDE COLLECTION OF SOLID WASTE AND RECYLING October 27, 2025

The Town of Jay is accepting sealed bids for curbside collection of solid waste and single sort recycling for eligible properties in Jay, Maine in accordance with this Notice and Information to Bidders.

The Town of Jay will make award of the bid on the basis of:

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

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

Bidders shall submit their proposals on the enclosed Bid Form. Bid Proposals shall be placed in a sealed envelope marked "**CURBSIDE COLLECTION SERVICE BID**" and submitted to the Town Office, 340 Main Street, Jay, ME 04239, on or before 2:00 p.m. Tuesday, December 2, 2025, at which time they will be opened. Bidders are invited to attend the opening, which will take place at the Town Office. A decision to award the bid will not be made at that time. **Faxed and emailed bids will not be accepted.**

This Notice and Information to Bidders includes: 1) Summary of Requested Services; 2) Bid Proposal Form; 3) Attachment A – Proposed Contract; 4) Attachment B - Town of Jay, Maine Recycling and Waste Disposal Ordinance

Any questions should be directed to:

John Johnson, Public Works Director
519 Main Street, Jay, ME 04239 - (207) 557-5821 - jhighway@jay-maine.org

340 Main Street, Jay, Maine 04239 • (207) 897-6785 • www.jay-maine.org

The Town of Jay is an equal opportunity employer and service provider.

SUMMARY OF REQUESTED SERVICES

The Town of Jay is a community of approximately 4,620 residents with a suburban-rural blend. Solid waste services currently provided in Jay include weekly curbside collection of municipal solid waste (MSW) and single sort recycling (SS) for all properties, including municipal facilities, with the exception of: 1) Apartment buildings or complexes of residential buildings, which contain more than five dwelling units per parcel; 2) Hotels, motels, bed and breakfast facilities, restaurants, warehouses; 3) Markets, bakeries, grocery stores; 4) Manufacturing or industrial facilities; 5) Regional School Units; and 6) Medical facilities. In addition, the same eligible properties have access to the Town of Jay Transfer Station (the Facility) for disposal of MSW, construction debris, mattresses, furniture and other bulky items, brush and yard waste, scrap metals, tires, e-waste, etc. SS is currently only accepted curbside, not at the Facility.

It is estimated that there are approximately 1,950 eligible curbside stops within the Town of Jay with an estimated 900 tons of MSW and 130 tons SS picked up curbside. More information about the Town of Jay's current solid waste service can be found here: <https://www.jay-maine.org/transfer-station/>

Scope of Services

- 1. Collection:** Curbside collection of MSW and SS currently takes place weekly on Wednesday and Thursday, frequently running into Friday. However, the Town is open to adjusting this schedule if collection, design and price implications prove to be advantageous. The Town's Recycling and Solid Waste Ordinance provides that all MSW must be in bags, no more than 33 gallons or more than 50 pounds of weight. Bags may be placed in containers. SS must not be bagged but placed in a container not exceeding 50 pounds. SS that does not fit in a container must be broken down, secured and bundled together so as not to exceed 50 pounds. Curbside pickup shall not start before 7:00 A.M. and shall end by 5:00 P.M., unless otherwise approved by the Town Manager or their designee. No bulky waste, construction debris or demolition debris, ash, yard or garden refuse, leaves or brush, motor oil, antifreeze, paint or other toxic liquids are picked up curbside.
- 2. Holiday Collection and Severe Weather:** It is anticipated that holiday collection will shift the service by one day if a major holiday falls on a normal collection day. (New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas) In the event of severe weather that would impact safety, the Contractor may postpone collection by one day after notifying the Town Manager or their designee. The Town shall not pay any additional costs associated with such re-scheduling.
- 3. Flow Control:** All MSW and SS collected curbside shall be kept separate and is to be taken to the Facility for disposal. SS shall be weighed at the Facility. Access to the Facility for curbside disposal will be Monday – Friday between 6:30 – 2:30 and Saturday 8:00 – 3:30.
- 4. Service Expectations:** Providing a high level of service to residents is a priority for the Town of Jay. Contractors must demonstrate a plan for:
 - a. Managing and documenting collection efforts.
 - b. Responding promptly to missed collections and complaints.
 - c. Using technology to improve service quality and reduce missed stops.

- 5. Other Details:** Definitions and details regarding the expectations for equipment, level of service, places to be served, acceptable materials, and other issues associated with the agreement can be found in the attached proposed curbside collection contract (Attachment A) and the Town of Jay Waste Recycling and Solid Waste Ordinance (Attachment B).

Alternative Collection Proposals - The Town of Jay's curbside service is currently provided through manned, rear-load collection. The Town recognizes that alternative methods for MSW and SS collection are available. The Town is open to other forms of service delivery and encourages contractors to provide the Town with new and innovative methods of collection that may be more efficient, safer, and provide some cost saving to the Town in either the short or long term. To that end, in addition to the standard bid form, contractors may submit proposals for the Town's review for these types of services. Alternative proposals must be in compliance with the Town of Jay Recycling and Solid Waste Ordinance.

Alternative Collection Proposals must include:

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

Submittal - Each submittal should include:

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

TOWN OF JAY BID PROPOSAL FORM
CURBSIDE COLLECTION OF SOLID WASTE AND RECYLING

The undersigned representative of _____

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

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

Year 1 (July 2026 – June 2027) \$ _____

Year 2 (July 2027 – June 2028) \$ _____

Year 3 (July 2028 – June 2029) \$ _____

Year 4 (July 2029 – June 2030) \$ _____

Year 5 (July 2030 – June 2031) \$ _____

The Town of Jay reserves the right to elect to negotiate terms for extensions in Years 6 through 10 of this agreement, subject to satisfactory performance and negotiated terms.

Attach three references supporting the bidder's ability to meet the requirements of the services as specified and all deviations from the specifications as identified in the proposed Curbside Collection of Solid Waste and Recycling Contract.

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

Contractor: _____

Signature: _____

Type or Print Name & Title: _____

Address: _____

Phone: _____ Email: _____

Attachment A

Proposed Contract

CURBSIDE COLLECTION SERVICE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____ 2026, by and between the Town of Jay, a municipal corporation located in the County of Franklin and State of Maine, acting herein by its duly elected Board of Selectpersons, (hereinafter referred to as the "Town"), and _____, (hereinafter referred to as the "Contractor"), with an address : _____.

WITNESSETH

WHEREAS, the Town desires to secure curbside collection of municipal solid waste (MSW) and single sort recycling (SS) for all properties, including municipal facilities, with the exceptions listed in the Town of Jay Recycling and Waste Disposal Ordinance (Ordinance); and

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

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

I. SCOPE OF SERVICES

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

II. MATERIAL ACCEPTABLE FOR COLLECTION

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

All damaged SS, ordinary household, municipal, and commercial waste, consisting primarily of garbage, trash, rubbish, refuse that is disposed of by or collected from qualifying residential, and commercial establishments within the Town.

SS placed curbside in a recycling container not to exceed 50 pounds. SS which does not fit within the recycling container may be set out for curbside collection provided that such material is broken down, secured and bundled together so as not to exceed 50 pounds. SS shall be segregated from MSW.

MSW placed curbside in acceptable solid waste bags not to exceed 33 gallons or 50 pounds. Bags shall be of sufficient thickness to contain the maximum allowed weight and may be placed in containers.

III. MATERIAL NOT ACCEPTABLE FOR COLLECTION

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

- (A) Materials that have not been prepared, bound, containerized and/or placed for collection in accordance with the rules and regulations of the Town.
- (B) Prohibited materials as detailed in the Town's Ordinance. Prohibited materials include, but are not limited to, the following:
 - a. Bulky waste.
 - b. Construction debris or demolition debris.
 - c. Ash.
 - d. Yard or garden refuse, leaves or brush.
 - e. Motor oil, antifreeze, paint or other toxic liquids shall be placed curbside.
 - f. Bags that are not of sufficient thickness, or exceeding 50 pounds.

IV. PLACES TO BE SERVICED BY THE CONTRACTOR

- (A) In accordance with the Ordinance, the Contractor shall collect MSW and SS from all properties, including municipal facilities, with the exception of those listed below.
- (B) In accordance with the Ordinance, the following types of establishments shall not be provided curbside collection service under this Contract:
 - a. Apartment buildings or complexes of residential buildings, which contain more than five dwelling units per parcel.
 - b. Hotels, motels, bed and breakfast facilities, restaurants, warehouses;
 - c. Markets, bakeries, grocery stores;
 - d. Manufacturing or industrial facilities;
 - e. Regional School Units; and
 - f. Medical facilities.
- (C) The Contractor shall cease to give service to any location or establishment upon receipt of a written notification from the Town Manager.

V. TIME AND FREQUENCY OF COLLECTION

- (A) The Contractor shall collect MSW and SS covered by this Contract weekly.
- (B) The Contractor shall furnish to the Town Manager a map and list designating the day of the week on which MSW and SS will be collected in each section of the Town. Upon approval of the Town Manager, such map and list shall constitute the collection schedule. Such map and list shall be submitted within seven (7) days after signing this

Contract. No change in such schedule shall be made without approval of the Town Manager or their designee except in a situation relevant to subsection (D) below.

- (C) Curbside pickup shall not start before 7:00 A.M. and shall end by 5:00 P.M., unless otherwise approved by the Town Manager or their designee.
- (D) At the Contractors' discretion, collections may not be made on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after, and Christmas Day due to the Town of Jay Transfer Station (Facility) being closed for these holidays. In any week which one of the above-mentioned days falls, collection will be delayed to the next scheduled work day. In the event of severe weather that would impact safety, the Contractor may postpone collection by one day after notifying the Town Manager or their designee. The Town shall not pay for any additional costs associated with such re-scheduling.

VI. COLLECTION AND DISPOSAL

Collection and disposal of MSW and SS covered by this Contract shall adhere to the provisions of the Ordinance.

- (A) All MSW and SS shall be collected from the street curb or shoulder. If rigid containers are used, such containers and their covers shall be returned to the approximate location where the containers were originally set out.
- (B) Should any receptacle break or any other spillage occur during the collection process, the Contractor must clean the area immediately.
- (C) The Contractor shall maintain a uniform schedule and procedure for collection and removal of MSW and SS, such that the residents thereof shall be assured of a reasonable degree of certainty as to the time of day their collection. If a change in schedule is unavoidable due to vehicle problems, personnel problems, the Contractor shall contact the Town Manager or their designee and advise them of the situation as soon as it is made known to the Contractor.
- (D) The Contractor shall transport all collected MSW and SS to the Facility. Loads shall contain only MSW and SS collected under this Contract. The Town reserves the right to observe the operations of the Contractor and inspect the collection vehicles at any time to ensure that this provision is being complied with.

VII. PERSONNEL AND EQUIPMENT

- (A) The Contractor agrees to furnish, at its expense, all personnel and equipment necessary for the adequate and prompt collection and disposal of MSW and SS under this Contract.
- (B) All vehicles used for transporting MSW and SS under this Contract to the Facility shall be capable of discharging their loads mechanically. All vehicles entering the Facility

shall have their loads enclosed within a container or covered securely by means of a tarp. No pick-up trucks, so-called, or other vehicles which would require manual unloading, either by design or by reason of malfunction, shall be allowed to transport to the Facility. All collection and transport vehicles shall be kept clean and well painted, with the name and telephone number of the Contractor clearly lettered on both sides of each vehicle.

- (C) The Contractor shall keep all such vehicles and equipment in good operating condition to assure adequate and prompt collection and disposal of MSW and SS. Each vehicle and piece of equipment may be inspected and approved by the Town Manager or their designee before being placed into service, and may be at all times subject to inspection. The Contractor shall comply within twenty-four (24) hours with any order of the Town Manager or their designee to rectify any unclean or odiferous condition.

VIII. TERM AND AMOUNT OF CONTRACT

- (A) **TERM.** The term of this Contract shall be for five years (60 months), commencing July 1, 2026. If the Town and Contractor determine it is beneficial to both parties, the Contract may be extended in Years 6 through 10. The Town will only consider an extension based upon satisfactory performance.

- (B) **AMOUNT.** The price of this Contract shall be as follows:

Year 1 (July 2026 – June 2027) \$ _____

Year 2 (July 2027 – June 2028) \$ _____

Year 3 (July 2028 – June 2029) \$ _____

Year 4 (July 2029 – June 2030) \$ _____

Year 5 (July 2031 – June 2032) \$ _____

The Town reserves the right to elect to negotiate terms for extensions in Years 6 through 10 of this agreement, subject to satisfactory performance and negotiated terms.

IX. CONTRACT PAYMENTS

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

X. INSURANCE

Contractor agrees to carry the following types of insurance:

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

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

XI. TERMINATION

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

- (C) **NONAPPROPRIATION OF FUNDS:** The continuation of this Contract is contingent upon the appropriation of funds by the Town's legislative body sufficient for the payment of amounts due hereunder for future fiscal years. In the event that sufficient funds are not appropriated or otherwise made available to permit the Town to continue this Contract, the Town shall notify the Contractor promptly of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or additional expense to the Town.

The Town agrees that it will not exercise this nonappropriation right in bad faith or for the purpose of acquiring similar services or equipment from another contractor. Upon termination under this provision, the Town shall be responsible only for payment for goods or services delivered and accepted prior to the effective date of termination.

XII. GENERAL PROVISIONS

- (A) **PENALTIES AND DAMAGES** – All time limits and acts required by these specifications are of the essence of the agreement and should the Contractor fail to perform or complete the work required to be done at the time set forth in these specifications, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the case, will be extremely difficult to fix. Therefore, the parties agree that the amounts set forth hereinafter are the nearest and most exact measures of damages for any such breach, and that in the case of any such breach the Town may assess liquidated damages and deduct said amount due the Contractor under the agreement:
- a. Failure to maintain the collection schedule without just cause and for reasons within the control of the Contractor five dollars (\$5.00) per dwelling unit not collected on scheduled day.
 - b. Failure to remedy a complaint which is found to be justified by the Town Manager within twenty-four (24) hours after notification by the Town Manager – twenty-five dollars (\$25.00) per day for each complaint.
 - c. Leaking or spilling MSW or SW and failure to pick-up immediately – twenty-five dollars (\$25.00) per day for each occurrence.
 - d. Failure to maintain any collection truck if found to be noisy, unsightly, hazardous, or lacking an appropriate license after one warning by the Town Manager – twenty-five dollars (\$25.00) per truck per day.

- e. The actual cost of investigation and/or the costs of corrective action by the Town Manager of any failure or violation may be assessed in addition to the above schedule of liquidated damages.
- f. Delivery to the Facility of MSW or SS collected outside of the Town of Jay – one thousand dollars (\$1,000) per ton for each occurrence.

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

- (B) **PROPERTY DAMAGE.** The Contractor shall be responsible for any damage to property caused by their agents or vehicles. In cases where the Contractor's liability for damage to property is in doubt, the Contractor agrees that the decision of the Town Manager shall be held to be the final decision. If the Contractor does not respond to any damage to property caused by their agents or vehicles within ten (10) days of receipt of a written notification of liability from the Town and effect repairs or replacement comparable to that damaged within a reasonable time period, the Town Manager at their sole discretion may cause the damaged property to be repaired or replaced and shall deduct the cost, including direct costs and overhead expenses, of any such repair or replacement from the subsequent monthly payment due the Contractor, or from the Contractor's insurance.
- (C) **COMMUNICATION.** The Contractor shall establish and maintain effective procedures to receive and promptly follow-up on service complaints and communications from agents of the Town. Such procedures and any changes therein shall be made known to the Town Manager for their concurrence. The Contractor will handle all such communications and complaints promptly. The Contractor agrees to service all complaints within twenty-four (24) hours of the receipt of the complaint by the Contractor. The Contractor will take complaints weekdays from 8:00 A.M. to 5:00 P.M. by phone at their place of business.
- (D) **AUTHORITY OF THE TOWN MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under the Contract shall be decided by the Town Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed

diligently with performance under the Contract. The decision of the Town Manager may be appealed to the Board of Selectpersons.

- (E) The Contractor will extend or discontinue the collection and disposal of MSW and SS to individual locations or establishments as the Town Manager may direct in writing.
- (F) The Town of Jay may permit other persons, firms, corporations or entities to collect and dispose of MSW and SS, not now acceptable and/or presently scheduled for collection, and such permission shall not affect this Contract.

XIII. MISCELLANEOUS

- (A) **INDEMNIFICATION.** The Contractor shall indemnify and save harmless the Town, its representatives, agents, officers and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors
- (B) **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Town, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and the Contract, the Contractor will so advise the Town and the Town will decide which law, ordinance, and/or regulation shall be followed.
- (C) **NON-ASSIGNABILITY.** The rights and obligations of the Contractor under this Contract shall not be assignable except with the written approval of the Town Manager. Any attempts by the Contractor, voluntarily or involuntarily, to assign any rights or obligations under this Contract shall constitute a breach of contract and the Contractor may be declared in default at the option of the Town Manager. In such event, the Town may terminate this Contract pursuant to Section XII.
- (D) **INDEPENDENT CONTRACTOR.** It is the understanding and intention of the parties hereto that this Contract shall constitute a contract for the collection and disposal of SW and SS, and that said Contract shall not constitute a franchise, nor shall the Contract be deemed or construed as such. In addition, the parties acknowledge and agree that the Contractor is an independent contractor, and that nothing contained in

this Contract shall be construed to mean that the Contractor, their agents and employees, are employees or agents of the Town of Jay.

- (E) INTERPRETATION. Any questions concerning conditions and specifications shall be directed in writing to the Town Manager. No interpretation shall be considered binding unless provided in writing by the Town Manager. The execution of the Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.
- (F) EQUAL EMPLOYMENT OPPORTUNITY. During the performance of the Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.
- (G) ENTIRE CONTRACT. The Contract, which shall include the Notice and Information to Bidders, constitutes the entire Contract between the Town and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.
- (H) NOTICES. All notices required or contemplated by the Contract shall be personally served or mailed, return receipt requested, addressed to the parties as follows:

To Town:

Town Manager
340 Main Street
Jay, ME 04239

To Contractor:

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2026.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF JAY

Witness

By: _____
Title: Shiloh A. LaFreniere, Town Manager

CONTRACTOR

Witness

By: _____
Name/Title: _____

Town of Jay, 340 Main Street, Jay, Maine 04239 · (207) 897-6785 · www.jay-maine.org

The Town of Jay is an equal opportunity employer and service provider.

Attachment B

Town of Jay, Maine

Recycling and Waste Disposal Ordinance

TOWN OF JAY, MAINE

RECYCLING AND WASTE DISPOSAL

ORDINANCE

A TRUE COPY ATTEST CERTIFIED BY:



Ronda L. Palmer, Town Clerk

Adopted June 14, 2011
Amended June 12, 2018

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Section 1: TITLE, PURPOSES AND POLICIES

This Ordinance shall be known and may be cited as the "Town of Jay, Maine - Recycling and Waste Disposal Ordinance" herein after this "Ordinance". The Town of Jay has enacted this Ordinance for the purpose of protecting the public health, safety and welfare of the inhabitants of the Town and for protecting and enhancing the Town's environment. This Ordinance is intended to provide for a comprehensive, rational and effective means of regulating the collection, processing, transportation and disposal of solid waste in the Town by establishing rules governing the separation of Recyclable Materials from Waste and the Disposal of Waste generated within the Town. This Ordinance further provides for the establishment and enforcement of rules and regulations, establishing limitations, prohibiting certain acts causing solid waste disposal problems and providing for fines and or suspension of Facility privileges for violation of the provisions of this Ordinance. This Ordinance shall be liberally construed to effectuate its purposes and policies.

Section 2: AUTHORITY AND APPLICATION

This Ordinance is enacted pursuant to Article VIII Part Second of the Constitution of the State of Maine and the Laws of the State of Maine, including, without limitation: 30-A M.R.S.A. Section 3001 and 38 M.R.S.A. Sections 1304-B and 1305. This Ordinance applies to all Persons Disposing and generating Waste within the Town or using the Facility.

Section 3: SEVERABILITY

A. If any provision or section of this Ordinance, or the application thereof to any Person or circumstance, is held void or invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect in whole or in part without the invalid provision or application, and to this end each provision of this Ordinance is declared to be severable and independent. It is the intent of the Town that each and every part, clause, paragraph, section and subsection of this Ordinance be given effect to the degree possible.

B. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other Ordinance or code of the Town the provision which established or establishes the higher standard for the promotion and protection of health and welfare for the community shall prevail.

Section 4: EFFECTIVE DATE

This Ordinance shall be effective upon its enactment at the Town Meeting and as may be amended from time to time.

Section 5: REPEALER

The Jay Recycling and Waste Disposal Ordinance enacted November 22, 1993 as amended April 29, 2002 is hereby repealed and replaced by this Ordinance. This Ordinance also supersedes and replaces all ordinances, regulations, policies, decisions and/or actions regarding solid waste previously enacted by the Town which are in conflict with it and will remain in effect until revoked or replaced by action of the voters of the Town.

Section 6: DEFINITIONS

Subject to additional definitions contained in the subsequent Parts of this Ordinance and unless the context otherwise requires, in this Ordinance the following terms have the following meanings.

Acceptable Liquid Waste. "Acceptable Liquid Waste" means the collective reference to Liquid Wastes that are Specially Approved Waste and Reclaimable Liquid Waste.

Acceptable Solid Waste. "Acceptable Solid Waste" means all damaged Recyclable Materials, ordinary household, municipal, and commercial Waste, consisting primarily of garbage, trash, rubbish, refuse that is disposed of by or collected from residential, and commercial establishments within the Town per Section 13 and 14. Acceptable Solid Waste excludes the following items: Recyclable Materials, Other Solid Waste, Specially Approved Waste, Reclaimable Materials, Unacceptable Solid Waste and Liquid Waste.

Authorized Hauler. "Authorized Hauler" means a Person who has a contract with the Town of Jay to transport Processible Solid Waste and Acceptable Liquid Waste to the Facility for Persons generating such waste within the Town of Jay.

Authorized Municipality. "Authorized Municipality" means a municipality which has an existing contract with the Town for the Disposal of Processible Solid Waste and Acceptable Liquid Waste.

Authorized Resident. "Authorized Resident" means a Person who resides in the Town or conducts business in the Town and who has obtained a permit/sticker from the Town or is an Authorized Resident of an Authorized Municipality to deliver Processible Solid Waste and Acceptable Liquid Waste to the Facility.

Disposal. "Disposal" means the discharge, deposit, injection, incineration, dumping, spilling, leaking or placing of any Waste into or on any land, air or water.

Facility. "Facility" means the transfer station and recycling facility constructed and managed by the Town of Jay located on State Route 4 in Jay.

Liquid Waste. "Liquid Waste" means any waste that is determined to contain free liquids according to the Paint Filter Liquids Test (Method 9095 of E.P.A. SW-846, 3rd Edition). Liquid Waste is the collective reference to Acceptable Liquid Waste and Unacceptable Liquid Waste.

Other Solid Wastes. "Other Solid Wastes" is the collective reference to Brown Goods, Ash, Mattress, Box Springs, construction/demolition debris, Hot Loads, Burnable Debris, Vegetative Waste and Wood Waste.

Person. "Person" means an individual, corporation, partnership, consortium, joint venture association, commercial entity, trust, firm, municipality, county, state, federal or other governmental unit, or any combination thereof and the agents of same.

Processible Solid Waste. "Processible Solid Waste" means the collective reference to Acceptable Solid Waste, Reclaimable Material, Recyclable Material, Other Solid Waste and Specially Approved Waste.

Reclaimable Liquid Waste. "Reclaimable Liquid Wastes" are Acceptable Liquid Wastes that may be reclaimed such as Lead Acid Batteries and Waste Oil.

Reclaimable Materials. "Reclaimable Materials" are Solid Waste materials that may be reclaimed such as White Goods; Tires; and Metal Goods.

Recyclable Materials. "Recyclable Materials" are materials that can be reused either in the same form or as part of a different product and are as defined by the Town.

Solid Waste. "Solid Waste" means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing and is the collective reference to Processible Solid Waste and Unacceptable Solid Waste.

Specially Approved Wastes. "Specially Approved Wastes" are wastes that are Unacceptable Solid Waste and Unacceptable Liquid Waste that may be collected at the Facility by the Town from time to time as designated by the Jay Board of Selectpersons. Specially Approved Waste materials include, but are not limited to: Liquid and non-liquid paint, household woodstove ash and antifreeze.

Town. "Town" is the Town of Jay Board of Selectpersons, Town Manager or their designees, including the Code Enforcement Officer and the Public Works Director.

Unacceptable Liquid Wastes. "Unacceptable Liquid Wastes" is the collective reference to hazardous waste and Special Waste that have sufficient liquid content to be free flowing, Sludge, and other Liquid Waste designated as Unacceptable Liquid Waste by the Jay Board of Selectmen.

Unacceptable Solid Wastes. "Unacceptable Solid Wastes" are materials not considered Acceptable Solid Waste, Recyclable Materials, Reclaimable Materials, Other Solid Wastes or Specially Approved Wastes. Unacceptable Solid Wastes include but are not limited to:

1. Junked or abandoned vehicles;
2. Snowmobiles or all-terrain vehicles, boats and campers;
3. Dead animals or portion thereof, other pathological— type solid waste;
4. Dredge Spoils;
5. Stumps;
6. Hazardous wastes and Special Wastes with insufficient liquid content to be free flowing; and not specially approved;
7. Biomedical Waste;
8. Sludge;
9. Pathological Waste;
10. Special Waste;
11. Burn Barrel Debris;
12. Empty containers that contained regulated pesticides or herbicides;
13. Containers that have chemical residue inside
14. Ash (other than woodstove ash); and
15. Any other Solid Waste designated Unacceptable by the Jay Board of Selectpersons or by the disposal facility to which Jay will be sending its Processible Solid Waste or Acceptable Liquid Waste;

Waste. "Waste" means all discarded materials or substances rejected as being spent, useless, worthless, unwanted or in excess to the owners at the time of such discard or rejection. Waste is the collective reference to Solid Waste and Liquid Waste.

Section 7: PROHIBITION

No Person shall Dispose of Waste in the Town except in accordance with this Ordinance. Waste not generated in the Town shall not be Disposed of in the Town. In particular, but not limited to, Disposing of Waste by burning, burying, dumping on roadsides or other Disposal not in conformance with this Ordinance shall be a violation of this Ordinance and the violator may be prosecuted under Section 23 of this Ordinance.

Section 8: ANTI-SCAVENGING

No Person shall remove, add to, tamper with or take possession of Acceptable Solid Waste or Recyclable Materials placed or set out for collection or located at the Facility without prior approval from the Town. No Person shall remove, add to, tamper with or take possession of any Processible Solid Waste or Acceptable Liquid Waste located at the Facility without prior approval from the Town.

Section 9: EXCEPTIONS

A. The Town may Dispose of Processible Solid Waste and Acceptable Liquid Waste in accordance with the laws of the State of Maine.

B. Any Person who has a license or permit to Dispose of Waste from any agency of the State of Maine including but not limited to Maine Department of Environmental Protection, and is in compliance with its license and permit may Dispose of Waste in the Town in accordance with such license or permit.

C. If the Disposal method is a Best Management Practice, then any Person who is engaged in an agricultural activity in the Town may Dispose of agricultural waste in the Town. "Best Management Practice" shall mean those management practices which are determined by the Maine Commissioner of Agricultural, Food and Rural Resources to be Best Management Practices.

D. Any Person who has a contract with the Town or has a permit from the Town may Dispose of Processible Solid Waste or Acceptable Liquid Waste in the Town provided that such person complies with the provisions of this Ordinance and their contract or permit.

E. Any Person may Dispose of inert fill in the Town provided that such Disposal is in accordance with all State and Federal laws, rules and regulations.

Section 10: SOLID WASTE BAGS AND RECYCLING CONTAINERS

All Acceptable Solid Waste bags shall be of sufficient thickness to contain the maximum allowed weight. All Acceptable Solid Waste bags set out for curbside pickup shall be no more than 33 gallons or more than 50 pounds of weight. Acceptable Solid Waste bags may be placed in containers so long as the containers are not metal. Bags that are not of sufficient thickness, or exceeding 50 pounds will not be picked up or accepted at the Facility. The Select Board, at its discretion, may re-institute clear and transparent bag requirements, as it deems necessary.

All Persons participating in the collection program shall place Recyclable Materials in a recycling container. The amount of Recyclable Materials placed in one container shall not exceed 50 pounds. Recyclable Materials which do not fit within the recycling containers may be set out for curbside collection provided that such Material is broken down, secured and bundled together so as not to exceed 50 pounds.

Section 11: WASTE SEGREGATION AND ARRANGEMENT

The Town shall maintain an outline of the items that are acceptable at the Facility, any segregation and preparation requirements as well as any other information pertinent to the processing of Solid Waste materials. As market conditions warrant or as the Town deems necessary, the Town may, from time to time, require further segregation of Solid Waste, add to or eliminate certain items of Waste as acceptable and may require further processing of Solid Waste prior to their acceptance.

The Town shall designate areas to discard of certain types of waste. These areas shall be clearly marked with appropriate signage. All Solid Waste shall be disposed of only in such manner and at such areas and locations as designated.

Unacceptable Liquid Waste, Unacceptable Solid Waste and items of Reclaimable Materials, Other Solid Waste and Reclaimable Liquid Waste which are not accepted by the Facility, shall be disposed of in accordance with the laws of the United States of America and the State of Maine and the rules and regulations of the United State Environmental Protection Agency and Maine Department of Environmental Protection Agency. No Unacceptable Liquid Waste, Unacceptable Solid Waste or items of Reclaimable Materials, Other Solid Waste and Reclaimable Liquid Waste which are not accepted by the Facility shall be disposed of within the Town unless such waste is designated Specially Approved Waste by the Town. No hazardous waste shall be delivered to the Facility. No industrial or commercial waste which creates a problem of disposal by virtue of federal, state or local statutes, rules, regulations, etc. controlling or prohibiting its disposal shall be delivered to the Facility.

Section 12: RECYCLING SEGREGATION

Recyclable Materials are materials that can be reused either in the same form or as part of a different product. Recyclable Materials may include but are not limited to: glass, newsprint, corrugated cardboard and brown paper bags, plastics, mixed paper, magazines, metal/aluminum food cans and high grade paper. The Town shall maintain an outline of the items that must be recycled, any segregation and preparation requirements as well as any other information pertinent to the processing of Recyclable Materials. As market conditions warrant or as the Town deems necessary, the Town may, from time to time, require further segregation of Recyclable Materials, add to or eliminate certain items of Waste as Recyclable Materials and may require further processing of Recyclable Materials prior to their acceptance.

Section 13: COLLECTION

Municipal curbside collection of Waste shall not be provided to the following:

- (1) Apartment buildings or complexes of residential buildings, which contain more than five dwelling units per parcel.
- (2) Hotels, motels, bed and breakfast facilities, restaurants, warehouses;
- (3) Markets, bakeries, grocery stores;
- (4) Manufacturing or industrial facilities;
- (5) Regional School Units; and
- (6) Medical facilities.

Each Person shall place their Acceptable Solid Waste bags containing Acceptable Solid Waste and their recycling containers containing Recyclable Materials at curbside for collection, in accordance with the route schedule established and published by the Town. Bags shall be placed

at curbside no earlier than 4:00 P.M. on the day prior to the scheduled pick up but must be set out by 5:00 A.M. the morning of collection. All containers and any material not picked up shall be removed from the curbside by 7:00 A.M. following the day of collection.

Recyclable materials shall be placed at the curb separate from Solid Waste. All items shall be segregated and prepared as directed by the Town. Items not segregated and prepared as directed will be left at the curb. No bulky waste, construction debris or demolition debris, ash, yard or garden refuse, leaves or brush, motor oil, antifreeze, paint or other toxic liquids shall be placed curbside.

Persons using curbside collection services will be responsible for the trash and recyclables from their bags that are strewn because of overweight bags, overstuffed bags, animals, Mother Nature, wind or snowplows. All residents must ensure that solid waste stored on their premises does not create a nuisance. It shall be the duty of the owner of every residential property to provide and keep within the building or upon the lot where the building is situated suitable and sufficient containers to receive the accumulation of solid waste on the premises during the interval between collections.

Any Person of the Town of Jay or Authorized Municipalities or Persons who are otherwise designated or permitted by the Town may deliver their Acceptable Solid Waste, Recyclable Materials, items of Reclaimable Materials, Other Solid Waste, Reclaimable Liquid Waste and Specially Approved Waste that the Facility is accepting, to the Facility at times specified by the Town. Authorized Residents shall not deliver Waste to the Facility which has not been generated within the Town. Persons of the Town of Jay or Authorized Municipalities or Persons who are otherwise designated or permitted by the Town shall pay the fee for such disposal that is charged by the Town and deposit the items at the location designated by the Town.

Section 14: THE FACILITY

The Facility shall be for the use of Persons of the Town of Jay or Authorized Municipalities or Persons who are otherwise designated or permitted by the Town and shall be used in compliance with this Ordinance. The Town may accept Recyclable Materials, Processible Solid Waste and Acceptable Liquid Waste from any other source, including without limitation, other municipalities or Persons.

The Facility shall not be for use by the following:

- (1) Apartment buildings or complexes of residential buildings, which contain more than five dwelling units per parcel.
- (2) Hotels, motels, bed and breakfast facilities, restaurants, warehouses;
- (3) Markets, bakeries, grocery stores;
- (4) Manufacturing or industrial facilities;
- (5) Regional School Units; and
- (6) Medical facilities.

Only wastes generated within the boundaries of the Town or Authorized Municipalities or Persons shall be accepted at the Facility. It is illegal to dispose of or deliver Wastes originating outside the Town or Authorized Municipalities or Persons to the Facility.

Section 15: FEES

For any Person of the Town there shall be no Fee for the disposal of Acceptable Solid Waste or Recyclable Materials appropriately segregated and delivered to the Facility or set out for

curbside collection. The Town may establish, from time to time, a Town of Jay Recycling and Waste Disposal Fee Schedule for the disposal of an item of Other Solid Waste, Reclaimable Material or Specially Approved Waste. The Fee shall be reasonable and in establishing a Fee the Town shall consider all costs, including, without limitation, administrative costs, of handling and storing, the item; and all costs of transportation and ultimate disposal of the item. The Town may increase or decrease the fee or eliminate or add items, as it deems necessary and appropriate and in the best interest of the Town.

The Town of Jay Recycling and Waste Disposal Fee Schedule shall be available and posted at the Facility. All fees shall be payable to the Town of Jay and shall be due to the Town before depositing any of the listed items at the Facility.

Authorized Municipalities and Authorized Residents and Authorized Haulers of Authorized Municipalities shall pay fees for Disposal of Processible Solid Waste and Acceptable Liquid Waste as established in their Contract with the Town even if Jay Authorized Residents are not required to pay any fee for the Disposal of a particular item of Waste.

Section 16: AUTHORIZATIONS

The Town shall take such steps as it deems necessary to insure the appropriate Disposal of all Processible Solid Waste and Acceptable Solid Waste, the operation and maintenance of the Facility and to enforce this Ordinance. The Jay Board of Selectmen may designate the Town Manager to assist them in carrying out their responsibilities and duties and obligations under this Ordinance. The Town may contract with private companies to carry out the provisions of this Ordinance. The Town may contract with other Persons for Processible Solid Waste and Acceptable Liquid Waste from any other source, including without limitation, other municipalities.

Section 17: INSPECTION AND REJECTION

Any Acceptable Solid Waste or Recyclable Materials set out for collection or any Processible Solid Waste and Acceptable Liquid Waste brought to the Facility may be inspected to insure compliance with this Ordinance. The Town shall have the authority to open or ask to be opened any bag or container which does not reasonably reveal the contents therein and to reject for non-compliance with this Ordinance, any Waste set out for collection or Waste brought to the Facility. If any Liquid Waste, Unacceptable Solid Waste, Other Solid Waste, Specially Approved Waste or Reclaimable Material is mixed with the Acceptable Solid Waste or Waste is mixed with the Recyclable Materials, the Waste may be rejected and if set out for collection it may not be picked up. Upon such rejection, the Person whose Waste has been rejected shall separate their Waste in accordance with this Ordinance and either deliver the Processible Solid Waste or Acceptable Liquid Waste to the Facility or set it out for collection.

The Town shall also have the authority to stop and inspect the load of any vehicle which has entered the Facility and inquire of any Person entering the Facility as to the origin and composition of the materials. Any Person who refuses to allow for the inspection of the materials contained in the vehicle, or who refuses to answer questions pertinent to determining whether this Ordinance or related regulations have been violated, may be refused access to the Facility and shall not be allowed to dispose of material.

Section 18: STICKER PERMITS

The Facility shall be for the use of Persons of the Town as specified herein. As a means of user control, the Town shall distribute vehicle permits to Town of Jay residents which shall be affixed to user vehicle(s) by or in the presence of the facility attendant at the time of issuance. The name, address, proof of residency and the registration number of the vehicle to which the permit will be attached shall be required to obtain a permit. Failure to exhibit such a permit will result in denial of use of the Facility.

A new sticker must be obtained whenever a sticker in use becomes defaced, lost, or whenever the user's motor vehicle is sold or a new vehicle is purchased. Stickers may not be placed on other vehicles, transferred or sold. In the event of the change of ownership or transfer of the vehicle, the permit sticker shall be removed. Any permit sticker found to have been obtained by fraudulent means will be revoked and the Person so obtaining or attempting to obtain a sticker shall be prosecuted as provided in this Ordinance. Any Person found to be depositing Waste at the Facility, which originates outside of the Town, or violating any other provision of this Ordinance shall be subject to the penalties of this Ordinance.

Section 19: NON-STICKER PERMITS

Persons who are otherwise designated or permitted by the Town shall not receive sticker permits from the Town of Jay but shall have limited use of the Facility as agreed upon by the Town. Contractors and non-residential property owners shall not receive sticker permits from the Town but are eligible for temporary passes as outlined below.

Section 20: TEMPORARY PASSES

The Facility is available to contractors doing work on properties in the Town of Jay, such as renovating a building, etc. Contractors will be required to have the Jay resident or property owner secure a temporary pass from the Town authorizing use of the Facility for the period they anticipate they will be working on the project. Non-residential property owners shall also secure a temporary pass from the Town authorizing use of the Facility for the period they anticipate they will be working on a project. Generally, passes will be for a seven (7) day period. Commercial haulers, who are not contracted by the Town, are not entitled to use the Facility and are not eligible for a temporary pass.

Applications for a temporary pass shall include: the name, address and phone number of the Town of Jay resident, business, or non-resident property owner for whom the work is being done; the name, address, and phone number of the hauler transporting materials to the Facility; the vehicle registration number; the type of material to be carried to the Facility; the date(s) when the material is to be deposited at the Facility; the signatures of the applicant and a signed certification stating that the materials originated in the Town and authorizing inspection and investigation of the materials and the origin of the materials with the understanding that violations will be penalized in accordance with Section 23 including removal cost and legal fees.

The temporary pass must be presented at the Facility each trip until completion of the work. On completion of the work, the pass shall be turned into the Town. Any temporary pass found to

have been obtained by fraudulent means will be revoked and the person so-obtaining or attempting to obtain a temporary pass shall be prosecuted as provided by this Ordinance. Any person found to be depositing Waste at the Facility, which originates outside the Town or violating any other provision of this Ordinance shall be subject to the penalties of this Ordinance.

Section 21: RULES AND REGULATIONS

The Town may adopt such rules and regulations as it deems necessary for: Disposal of Processible Solid Waste and Recyclable Materials; contracts with Authorized Haulers and Authorized Municipalities; the operation and maintenance of the Facility; and any other matter that the Town deems necessary for the carrying out of this Ordinance.

The Town shall determine which items of Processible Solid Waste and Acceptable Liquid Waste will be accepted at the Facility. The Town from time to time may add or eliminate items of Processible Solid Waste or Acceptable Liquid Waste that the Town will or will not allow to be disposed of at the Facility.

The Town may issue Facility bulletins to notify all users of: (a) the current rules and regulations of the Facility; (b) the items of Processible Solid Waste and Acceptable Liquid Waste that are being accepted at the Facility; (c) any fee for disposal of any particular item; (d) the ultimate destination of Acceptable Solid Waste and the appropriate definition of Acceptable Solid Waste that is being used; and (e) any other matter that the Town deems necessary for the proper operation of the Facility.

Any violation of the rules and regulations, Program List or and Facility bulletins, shall be deemed a violation of this Ordinance.

Section 22: TITLE AND USE OF WASTE

All Acceptable Solid Waste and Recyclable Materials once segregated to be disposed of shall become the property of the Town. All Processible Waste and Acceptable Liquid Waste that is accepted at the Facility shall become, upon acceptance, the property of the Town. The Town may sell, donate, Dispose of or otherwise deal with the Processible Solid Waste or Acceptable Liquid Waste. Reclaimable Materials, Other Solid Waste, Reclaimable Liquid Waste or Specially Approved Waste, wherever located, shall not be or become the property of the Town except as provided in this Ordinance. Unacceptable Solid Waste and Unacceptable Liquid Waste shall not be or become the property of the Town.

Section 23: PENALTIES AND ENFORCEMENT

It is the responsibility of each Person to provide proper disposal of all Waste generated on their premises in accordance with the requirements of this Ordinance. This responsibility includes the separation of Waste, delivery of Waste to the Facility or curbside pickup as outlined herein, proper home storage of Waste and proper methods of home disposal.

The Jay Board of Selectpersons or its designees, including the Town Manager, Code Enforcement Officer and the Public Works Director, may enforce the provisions of this Ordinance and shall review any alleged violation of this Ordinance and take appropriate action as required. The Board or its designees may institute necessary legal or equitable proceedings in the name of the Town to enforce the provisions of the Ordinance.

Any Person violating any provision of this Ordinance shall be considered to have committed a civil violation and shall be subject to penalties as set forth in 30-A M.R.S.A. §4452. Prohibited acts, and enforcement for any unlawful actions shall also be controlled by laws in 17 M.R.S.A. §2261- 2276, "Litter Control".

Fines shall be recovered on complaint made by the Town. Each act of violation and each day upon which any such violation continues shall constitute a separate offense. The Town shall be entitled to recover its attorney's fees and costs, including clean up costs, in any action in which the court finds that a violation has occurred. In addition to these penalties, the Town may seek injunctive relief to prevent the continuation or recurrence of a violation. All civil penalties shall be paid to the Town.

The Town may suspend curbside collection and deny entry and use of the Facility to any person found in violation of this Ordinance for up to 30 days for a first violation and up to 60 days for a second violation and any specified period of time for any subsequent violations. The Town shall notify such Persons of potential suspension or denial and shall hold a hearing prior to taking action on the suspension or denial.