

# Town of Greenville Application for Public Rubbish Collection along Private (Camp) Road System

**Purpose:** This application is for rubbish collection service in camp road systems for qualified residents\* to have rubbish collected and hauled away by the Town's rubbish collection contractor (currently Moosehead Rubbish). This application is meant to provide all of the requisite permissions from camp road owners, abutters and maintenance agents to allow this rubbish collection service to occur. It is the intention of the Town of Greenville to offer this service to those areas where public ways do not extend, and where until now, rubbish collection was not allowed.

\*"Qualified resident" refers to those currently eligible for rubbish collection through the Town: seasonal or year-round residents, but not businesses, visiting contractors, or owners of rental camps.

Camp Road Association: \_\_\_\_\_

Agent\*\* : \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Public way(s)\*\*\* which connect to your association's road system: \_\_\_\_\_

\_\_\_\_\_

Please list any private roads over which the rubbish contractor would have to cross to access your private association road: \_\_\_\_\_

Proposed route for trash collection (please describe beginning with the nearest public way and to the end of the proposed road system. Please note that the Town's contractor will only travel over the main sections of your road system, and not every smaller side-road and cul de sac):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*"Agent" refers to the person given authority by the Association which owns or maintains the road to negotiate and to authorize collection of rubbish along this private way on behalf of the Association. Please provide a letter from the Association or from the owner(s) of the road granting authority for this person to serve as agent and to authorize rubbish collection along this road.

\*\*\*"Public Way" refers to a Town way or State road or state-aid road (minor collector).

Please attach:

- (a) Copy of tax map showing the proposed start and stop of the rubbish collection service route;
- (b) A letter from the Association stating its relationship to the road system in question (e.g., membership association of abutting landowners who pay dues for the purpose of cost-sharing summer and/or winter road maintenance), and designating an agent to speak for the Association. This letter must affirm that the Association has the authority to grant permission for the Town and its agent to travel over this road for the purposes of rubbish collection.
- (c) A letter of agreement between the Association's agent and the Town of Greenville's current Rubbish Collection Contractor giving permission for this service to be provided, as well as agreement that each party will hold the other harmless for any damages (example letter attached).

After the Town of Greenville receives this completed application and it is processed, the Town Manager, who may consult with both the Road Association Agent and/or the Town's Rubbish Collection Contractor, will make a recommendation to the Board of Selectmen for approval to expand the Town's Rubbish Collection Service to said private road (camp road) system, and under what terms and conditions are advisable.

The Board of Selectmen will act to approve or not approve the application, with or without conditions, after which both the Private (Camp) Road Association's Agent and the Town's Rubbish Collection Contractor will receive notification in writing from the Town Manager of the Board of Selectmen's decision, including the start date for the service, any seasonal end date, or conditions. If approved, this agreement will become an addendum to the Town's contract for rubbish collection services.

**Letter of Agreement between Rubbish Collection Company and Road Association**

I, \_\_\_\_\_, owner of \_\_\_\_\_ Rubbish Collection Company, which has an existing contract for town-wide rubbish collection services and a separate agreement for recycling collection services with the Town of Greenville, hereby agree to provide said services in the same manner as the attached executed contract between the Town and my company, over the following private (camp) roads:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

As the owner of said Rubbish Collection Company, I further agree to hold the \_\_\_\_\_ road association and its members harmless for any inadvertent damage done to my company equipment while I provide this service. I further understand that I have the right to discontinue this service over sections of the aforementioned road system when road or weather conditions make completion of rubbish collection hazardous to my equipment, the roads, or dangerous for myself or any other operators of my equipment. I agree to notify both the Town Manager and the Agent for the Road Association whenever such road or weather conditions result in these services being curtailed.

I further agree to provide these services each Monday or other day as designated by the Town of Greenville due to holidays

(Check one):

\_\_\_\_\_ annually, commencing on \_\_\_\_\_(date) and ending with the termination of my contract with the Town of Greenville, or;

\_\_\_\_\_ semi-annually, from \_\_\_\_\_(date) to \_\_\_\_\_(date), commencing on \_\_\_\_\_(date) and ending with the termination of my contract with the Town of Greenville.

Agreed on this date, \_\_\_\_\_.

\_\_\_\_\_  
Owner, \_\_\_\_\_

I, \_\_\_\_\_, authorized agent for \_\_\_\_\_ camp road association, hereby give my permission on behalf of the association to allow \_\_\_\_\_, a company currently under contract by the Town of Greenville to provide Town-wide rubbish collection services as per the attached contract, to travel over the following camp roads for the purposes of weekly rubbish and recycling collection services:

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The Association I represent further agrees to hold the aforementioned rubbish collection company harmless for any inadvertent damage done to our road system through the execution of rubbish collection services. I understand that these services may be curtailed immediately by either the contractor or myself as agent for the road association due to weather or road conditions which may result in damage to the contractor's equipment or our road, or which may result in unreasonable threat of injury or death to the contractor or his employees.

I understand and agree to the dates of service and other terms and conditions of this agreement.

Agreed to on this date, \_\_\_\_\_.

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Agent, \_\_\_\_\_ Road Association.