



TOWN OF ROCKLAND

Board of Health

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

TELEPHONE (781) 871-0154

CONTRACT

Allied Waste Services of Massachusetts, LLC, d/b/a Allied Waste Services of Marshfield//Republic Services of Marshfield (the "Contractor"), promise the Board of Health in the Town of Rockland that it will provide curbside collection of combined rubbish and garbage and curbside collection of recyclables in accordance with the specifications set forth herein and in accordance with the proposal dated March 25, 2016 and submitted by the Contractor and approved by the Board of Health on 3/29/16, 2016.

And the Board of Health of the Town of Rockland, hereunto duly authorized, promise to pay to the Contractor the amounts set forth herein for the curbside collection of rubbish, garbage and recyclables for the period of July 1, 2016 through June 30, 2019 plus the periods of any renewal terms.

WITNESS our hands and seals this 19th day of July, 2016 ("Effective Date").

Stephen B. Nelson
Chairman

Victoria T. Deibel
Vice Chairman

Patricia Halliday
Member

Allied Waste Services of Massachusetts, LLC

By: Jeffrey Burdick
Title: Northeast Market Vice-President

SPECIFICATIONS FOR THE COLLECTION OF RUBBISH, GARBAGE AND RECYCLABLES

SECTION 1: DEFINITIONS

For the purposes of these specifications, the following terms shall have the following meanings:

Acceptable Waste: shall mean rubbish, trash, garbage, refuse or waste generated from a residential household, designated municipal building or public area. It excludes recyclables, leaf and yard wastes, stumps, trees, televisions, computer monitors, motor oil, car batteries, fluorescent bulbs, white goods, automobile parts and motors, tires, scrap metal items, construction and demolition debris and hazardous waste, and bulky items.

Bulky Waste: shall mean waste items of large size that exceed 35 gallons and 50 pounds, including without limitation furniture, bedding and mattresses.

Cathode Ray Tubes: anachronized as CRTs shall mean any intact, broken, or processed glass tube used to provide the visual display in televisions and computer monitors as defined by the Massachusetts Department of Environmental Protection.

Town: Town of Rockland Board of Health

Cart: A Contractor-provided receptacle for solid waste or recycling. For the purposes of curbside collection of solid waste, a Garbage Cart shall mean a sixty-four (64) gallon cart, and for the purposes of curbside collection of recyclables, a Recycling Cart shall mean a ninety-five (95) gallon cart.

Contractor: Allied Waste Services of Massachusetts, LLC

Managing Agent: A full-time employee of the Contractor who shall work with the Town to address resident complaints, educate residents about recycling, identify unacceptable waste placed at curbside and other duties outlined in this Contract.

Municipal Facility: The municipal locations listed in Appendix A.

Recyclables or recyclable materials: mixed containers and mixed paper. Containers are made of glass, metal, and plastic and include plastics #1-#7, drink boxes and milk cartons (items to be included in this group may be changed depending on instructions from the materials recycling facility or MRF). Paper may include but is not limited to newspaper, magazines and catalogues, flattened corrugated cardboard, discarded mail, paperboard, phone books, office and computer paper, paper bags and paperback books. Recyclables do not include Acceptable Waste, Unacceptable Waste, White Goods, Bulky Waste, leaf, yard and vegetative wastes, televisions, computer monitors, motor oil, car batteries, fluorescent bulbs,

automobile parts and motors, tires, scrap metal items, construction and demolition debris, hazardous waste, any non-Recyclables, and contaminants.

Residence: Any structure or part thereof used as a dwelling place for humans, including without limiting the generality thereof, single all the way up to four-family homes as well as duplexes.

Schools: The schools listed in Appendix A.

Service: The weekly collection of all Acceptable Waste and the bi-weekly collection of all Recyclables scheduled for service on the required day or days.

Single Stream Recycling: The term "single stream recycling" shall mean the method of collecting Recyclables in which households are not required to separate different recyclable fiber (paper and cardboard) from their recyclable containers (plastic, metal and glass containers) but instead may place all of their recyclable fiber and containers out for collection combined together in a Recycling Cart.

Unacceptable Waste: All hazardous waste, those items banned from disposal as per 310 CMR 19.017, all solid waste rejected from a disposal facility, ineligible commercial garbage, ashes from heating plants, wood and coal stoves, stones, rocks, automobile parts, sewage waste, human and animal remains and bulky waste.

White Goods: Appliances such as refrigerators, washing machines, dryers, freezers, stoves, water heaters or boilers, trash compactors, and dehumidifiers, etc.

SECTION 2: SOLID WASTE AND RECYCLING COLLECTION

Solid Waste Collection:

The Contractor shall provide for the collection of municipal solid waste, as well as the transportation of same at a facility designated by the Board of Health, from all eligible and participating residential units, municipal and school facilities within the Town in compliance with all applicable laws, as set forth herein.

Recyclable Materials Collection:

The Contractor shall provide for the collection of recyclable materials, as well as the transportation of same to a facility of Contractor's choice, from all participating residential units, municipal facilities and schools within the Town in compliance with all applicable laws, as set forth herein. Contractor must provide evidence of an agreement with the owner/operator of a facility to accept all recyclables.

Recyclable Materials to be collected shall include, as a minimum:

Commingled Containers:

Glass: clear, brown and green bottles and jars

Aluminum: cans, foil and trays
Metal: steel, tin, cans, and lids
Plastic Containers: #1 through #7

Mixed Paper:

Newspapers and advertisement inserts, magazines, telephone books, paperback books, catalogues, junk mail, white and colored office paper, brown paper bags, boxboard, and corrugated cardboard no larger than 3' x 3', flattened, bundled and tied if in bulk.

Collection Schedule:

The Contractor shall provide weekly collection of solid waste and bi-weekly collection of recyclable materials on a five day cycle, from all eligible residential units. The parties must agree to work cooperatively to educate and provide notice of the Town's recycling program and any change in collection schedule.

The Town of Rockland has a mandatory recycling program. All residents are required to have a Recycling Cart curbside in order to have trash collection. If there is no Recycling Cart curbside, trash is not to be collected. There shall be no limits to the amount of recyclable materials collected curbside from residents so long as it is generated at that location, and is contained in a Recycling Cart.

Contractor shall provide weekly curbside collection of rubbish, garbage and bi-weekly curbside collection of recycling, as previously defined, starting not earlier than 7:00 a.m. and complete no later than 5:30 p.m. at each and every inhabited house and each church and institution. Collection at schools shall not be within one-half hour of arrival or dismissal time.

Contractor will be responsible for all Acceptable Waste collected by Contractor; Contractor shall acquire title to and liability for Acceptable Waste and Recyclables when such are loaded into Contractor's truck, and title to and liability for such shall pass to the owner or operator of the designated disposal site when Contractor deposits such at the designated disposal site. Title to and liability for Unacceptable Waste shall remain with the generator or depositor of such and shall at no time pass to Contractor. Contractor has the right to, at any time, refuse any load containing any Unacceptable Waste.

If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the contents of the Cart. In such situations, Contractor shall contact the Town and the Town will provide reasonable assistance to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the Unacceptable Waste. Subject to the Town providing reasonable assistance to Contractor as set forth herein, Contractor shall release the Town from any liability for any such costs except to the extent that such Unacceptable Waste

is determined to be attributed to any schools or any property or location owned or operated by the Town or its subcontractors or agents.

Municipal Facilities and Schools:

The Contractor will collect, remove and properly dispose of all garbage, refuse, rubbish, solid waste and recyclable material that may be produced or exist upon the premises from each of the containers and facilities listed in Appendix A, subject to the requirements set forth herein.

The Town shall not provide to Contractor any Unacceptable Waste from any schools or any property or location owned or operated by the Town or its subcontractors or agents and the Town shall be responsible for all costs and expenses associated with the proper handling and disposal of such Unacceptable Waste.

The Contractor shall be responsible for supplying and maintaining appropriately sized rubbish and recycling containers for municipal facilities and schools at no additional cost. The Board of Health shall work with each school principal to improve recycling at the schools.

At any time and from time to time during the contract period, the Town may, request a different size container, or add or delete pickups from containers located at municipal facilities and schools, request that a container be moved from one location to another, and may delete entirely pickup from any or all locations listed in Appendix A.

The Contractor agrees to make collections from each of the municipal facilities and schools at the frequency specified in Appendix A. This schedule shall not be changed without the prior written consent of the Town, which consent shall not be unreasonably withheld.

The Contractor shall provide, at no additional cost to the Town, dumpsters and wheeled recycling carts for municipal facilities and schools as described in Appendix A. As necessary, the Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials.

The Contractor shall provide dumpsters for the collection of corrugated cardboard at each of the schools and municipal facilities as indicated in Appendix A.

No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, water-tight containers for schools, churches and municipal collection of both solid waste and recyclable materials — either dumpsters or containers of galvanized steel or heavy duty plastic equipped with a tight-fitting lid and capable of being locked. The Contractor shall be responsible for the maintenance and repair of all containers.

All containers shall be kept in a neat, clean and relatively odor-free condition. Tops of the containers should be cleaned by the Contractor as needed. Any broken, damaged or missing receptacles must be repaired or replaced immediately. It is the Contractors

responsibility to wash or otherwise clean the containers, if such condition arises, at no additional cost to the Town. All containers are to be deodorized upon request.

Any refuse or recyclable materials within a four-foot radius of the dumpsters/containers shall be considered refuse to be collected.

The Contractor shall take reasonable precautions to protect all property (buildings, shrubs, lawns, pavement, vehicles or other items that are within school boundaries) from any damage and will be responsible for any such damage caused by its failure to do so.

Collection Deferrals

Collections may be deferred to a later date under extreme weather conditions such as heavy snowfalls, hurricanes, and the like, but only with the prior approval of the Rockland Board of Health or the Board's designee. If said work is interrupted, or deferred to a later date, it shall recommence when so ordered by the Board of Health or their designee.

In the event of a holiday during the work week, the collection will be made one day later. For the purpose of this Contract holidays observed by the Town of Rockland are as follows:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Emergency/Other Services

Contractor shall provide emergency services (i.e. special collection, transport, processing) at the request of the Rockland Board of Health in the event of major accidents, disruptions or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification from the Rockland Board of Health or as soon thereafter as reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Contract which are not compensated as special services in accordance with this Contract shall be compensated through a negotiated agreement between the Contractor and the Town of Rockland.

SECTION 3: DESIGNATED DISPOSAL SITES

All solid waste collected in the course of the execution of this Contract shall be transported to the Covanta/SEMASS facility located at 141 Cranberry Highway, Route 28, West Wareham, MA 02576. The Contractor is responsible for the processing and marketing of Recyclables. Recyclables

must be processed for marketing at a materials recovery facility, with allowance for a transfer station in between curb and the plant.

Environmental Risk:

In the event of any changes in environmental laws or regulations, the Contractor will be responsible for any related increases in its cost to provide services to the Town under this Contract.

SECTION 4: COLLECTION EQUIPMENT

General Provisions:

The Contractor is responsible for the purchase and/or leasing, maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the contractual duties specified in this contract.

Upon execution of this Contract and every year thereafter, the Contractor shall provide to the Rockland Board of Health a list of equipment to be used by the Contractor to provide services covered by the Contract. The Rockland Board of Health shall have the right to inspect equipment and vehicles used in the performance of this Contract during the Contractor's regular business hours.

Vehicle Condition, Maintenance and Repair:

Contractor shall maintain collection equipment in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to maintain a positive public image as reasonably determined by the Rockland Board of Health.

Vehicle Appearance and Signage:

All collection vehicles and equipment shall have appropriate safety markings including, but not limited to, flashing and warning lights, and back up alarms. All safety markings shall be in accordance with the Massachusetts Motor Vehicles Code and shall be subject to approval by the Rockland Board of Health.

Contractor's name and vehicle number shall be visibly displayed on both sides of all collection vehicles. The phone number for complaints shall be conspicuously displayed on both sides of the vehicles.

Licenses and Registrations:

All vehicles must maintain, at all times, current license and registration as required by the Commonwealth of Massachusetts Department of Motor Vehicles.

Litter Prevention and Spill Clean Up:

Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from vehicle. If at any time during the collection and transport, materials are spilled onto a street, sidewalk or private property, Contractor shall clean up and place in the collection vehicle all materials before the vehicle proceeds to the next stop on the collection route or shall promptly make arrangements for immediate clean-up of spilled materials

Collection Containers:

The Contractor shall provide each residential unit with one (1) Garbage Cart and one (1) Recycling Cart on or before the last day of August, 2016. All Acceptable Waste and Recyclables must be placed in the appropriate Cart and placed to be easily accessible from the street level of the lot on which the building stands, in a manner that does not interfere or endanger the movement of vehicles or pedestrians.

If Contractor encounters any improperly set out articles or unacceptable container, Contractor shall not collect those articles/that container but shall place a notification with the unacceptable set-out/container informing the owner of the reason the articles/container was not collected. Contractor shall provide the Board of Health with a copy and/or a list of all notices left at the end of each collection day.

In the scheduled recycling week, any resident that does not have a Recycling Cart curbside at the time rubbish and garbage is collected shall be left a notice, along with the rubbish and garbage, which is not to be picked up. Contractor will provide the Board of Health with a copy and/or list of all notices left at the end of each collection day.

Collection Procedures:

Contractor shall collect rubbish, garbage and recyclables placed out in Carts for collection.

Care of Receptacles:

The Contractor hereby agrees that all Carts will be carefully handled by him or his employees and that he will not intentionally or negligently dent or damage same. Receptacles will not be bent, thrown, or otherwise abused. Receptacles shall not be placed in driveways, in front of mailboxes, in the street, gutter or in any other way that interferes with traffic or mail delivery service.

SECTION 5: EMPLOYEE APPEARANCE AND CONDUCT**Employee Uniforms:**

The Contractor must furnish each collector with an appropriate uniform identifying them as employees of the Contractor. The uniform need not be a complete set of clothing, but must be sufficient to ensure easy identification (name tag, contractor's logo on shirt or jacket, etc.). The Contractor's employees are required to wear shirts at all times while on duty.

Employee Conduct:

All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. Any employee that is discourteous, incompetent or negligent in the proper performance of duties or is disorderly, dishonest or intoxicated must be removed from service under this Contract by the Contractor.

SECTION 6: COMPLAINTS AND CUSTOMER SERVICE

The Contractor shall maintain a regional office at which the customer service officer or designee may be reached by phone throughout the day between the hours of 8:00 a.m. and 5:00 p.m. Monday-Friday, except on holidays when office hours should coincide with the holiday collection schedules. This attendant shall receive and log all calls from residences, municipal offices and schools in the Town in a courteous manner and shall resolve all complaints in an expeditious manner.

Complaints regarding the Contractor's performance of collection services may include, but not be limited to:

1. Failure to respond to a missed collection within the specified time constraints;
2. Continued and repeated misses of a particular household, street, or subdivision;
3. Continued misuse and/or mishandling of materials and bins;
4. Damage to personal property;
5. Failure to obey traffic regulations; and
6. Discourteous treatment of customers.

If a missed collection or complaint is reported to the Contractor before 1:00 p.m. Contractor shall collect said missed collection or resolve complaint on the same day. If a missed collection or complaint is reported to the Contractor after 1:00 p.m. the Contractor shall collect the missed collection or resolve the complaint by 11:00 a.m. the next working day.

Should the Contractor on any occasion fail to collect and remove the refuse and/or recyclables as provided for herein, the Board of Health reserves the right to send a special truck to collect and remove same, charging the Contractor according to the prevailing rate for trucks and rates of labor for governmental contributions and insurance from the time of leaving the garage until return and the Board of Health is hereby authorized to withhold from next succeeding payment due the Contractor said amount. In the event of repeated failures on the part of the Contractor to comply with the terms or other material provisions of this Contract, the Board of Health may, at any time thereafter cancel this Contract, if they see fit, by written notice of cancellation delivered to the Contractor in hand or at the Contractor's principal office or sent to the Contractor by Certified Mail.

There shall be, at all times, direct phone contact between the Town and the Contractor. All communications shall be between the Town and the Contractor or its Agent. The Town shall not communicate directly with rubbish and recycling drivers or other employees of the Contractors.

In order to expedite servicing of complaints, it is required to have all trucks equipped with a radio-to-office mechanism. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of such complaint or violation. Failure to remedy the cause of the complaint or violation shall be considered a breach of contract; and for the purpose of computing damages under the provision of this section, it is agreed that the Town may deduct from payments due or which may become due liquidated damages as set forth in Section 7 of these Specifications.

SECTION 7: LIQUIDATED DAMAGES

The following are liquidated damages, but are not to be considered as penalties; for the breaches named herein, and which represent by agreement a fair measure of damages suffered by the Town in the event of the specified defaults; and it is agreed that payment of these liquidated damages will not affect the right of the Town to claim and collect damages in excess of the amount herein specified where the actual damage suffered is greater than set forth herein; and it is also agreed that these provisions for liquidated damages on the eventualities enumerated and will in no way affect the right of the Town to protect its rights by suit or otherwise to collect damages for non-performance generally or to collect damages for other items not enumerated in this action, or to terminate this Contract as provided herein.

1. For each failure to collect all refuse from an establishment as specified in Section 5: \$100.00;
2. For each failure to pick up rubbish spilled by Contractor: \$100.00;
3. For each container which has been substantially damaged due to intentional misconduct or negligent mishandling by the Contractor, his agents, servant or employee: Replacement of container;
4. For each failure to collect refuse in accordance with the collection schedule set forth in Section 2: \$500.00;
5. For each failure to provide copies of required receipts as set forth in Section 10: \$100.00;
6. Collection of rubbish from a property where there is no visible evidence of a Recycling Cart: \$100.00;
7. Failure to leave a notice containing statement of reason regarding material that is unacceptable for collection or that is contaminated with unacceptable material: \$100.00;
8. Use of a collection vehicle for collection, haul and/or disposal of rubbish, recyclable materials or waste other than under the provisions of this Contract: \$500.00 per occurrence;
9. Improper disposal of recyclable materials by the Contractor: \$500.00 per occurrence;
10. Keeping materials separate: no commingling of materials collected from other municipalities or private collection: \$1,000.00 per occurrence;
11. Failure to pick up debris generated by collection vehicle: \$200.00;
12. Failure to pick up materials (recycling or trash) from municipal facility or school on scheduled day without prior consent: \$100.00 per building

13. Failure to finish daily by times stated in Contract: \$500.00.

SECTION 8: PRIVATE CONTRACTS

The Contractor may contract directly with private/commercial property owners to collect and dispose of refuse, solid waste, etc., however, no such collection may be performed by the same trucks working on the Town collection contract work.

SECTION 9: WASTE REDUCTION PROGRAM; EDUCATION

The Town may choose to implement an enhancement of its recycling program during the contract period. The Town will provide notice to the Contractor prior to any such implementation and the Town and the Contractor shall negotiate an equitable adjustment to the Contract prior to the implementation. The Contractor will provide Five Thousand Dollars (\$5,000.00) in community outreach assistance to assist in educating residents about the new automated collection system.

SECTION 10: INSPECTION AND REPORTS

The Contractor shall be required to keep accurate weights of collected materials. The Contractor shall submit to the Town's Health Agent, on a monthly basis, certified weight slips from the disposal facilities showing the quantity (in tons) of materials collected. Weight slips must contain gross, tare and net weights, truck number and the date and time of the weight slip. All information on the weight slips must be legible. False or altered weight slips shall be cause for contract termination. In addition, a spreadsheet shall be forwarded to the Town on a monthly basis totaling the quantities shown on weights slips.

SECTION 11: INSURANCE

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town. The amounts of such insurance shall be for each policy and for not less than:

- (1) Workers' Compensation as required by law;
- (2) Bodily Injury Liability, including death:
 - \$1,000,000.00 on account on any one person and
 - \$1,000,000.00 aggregate limit
- (3) Property Damage Liability:
 - \$1,000,000.00 on account of any one accident and
 - \$1,000,000.00 aggregate limit
- (4) Automobiles and trucks, including hired vehicles; Bodily Injury, including death:
 - \$1,000,000.00 on account of any one person and
 - \$1,000,000.00 on account of any one accident

All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least fifteen (15) days prior to the effective date of any cancellation.

Certificates evidencing all such coverages shall be provided to the Town at the execution of this Contract and annually thereafter upon renewal of such coverage. Each such certificate shall specifically refer to the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination.

SECTION 12: FINANCIAL STATEMENTS

Contractor must provide the Town with Financial Statements of the individual or corporation for the past two years.

SECTION 13: COMPLIANCE WITH OTHER LAWS

The Contractor shall, before commencing work, further proof to the Town that he has complied with all pertinent laws, rules and regulations of the D.P.U. under Chapter 159B of the General Laws as amended.

SECTION 14: PERFORMANCE BOND

The Contractor shall furnish for the term of the Contract, on year at a time, a bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, condition upon the Contractor fully performing all his obligations under this Contract and making fully payment for all labor performed or furnished in the work. The penal sum of the bond shall be the full amount of the current Contract year. The Performance Bond renewal each year shall be executed thirty (30) days prior to the anniversary of the execution of this Contract. Failure to provide such Performance Bond shall be deemed a material breach of this Contract and shall be grounds for immediate termination.

SECTION 15: TERM OF CONTRACT

The term of this Contract shall be for three (3) years commencing on July 1, 2016 (the "Initial Term"), and may be renewed for an additional two (2) year period (the "Renewal Term") upon the mutual written agreement of the parties, for a total of five (5) years (the "Five Year Period"). Payment and performance obligations for each period beginning July 1 through June 30 are conditioned upon appropriation of the total funds by the Annual Town Meeting.

The Contractor agrees to continue providing manual collection services from the Effective Date until the commencement of the new automated collection system. The Contractor shall begin providing automated service on or about August 29, 2016. Upon the Effective Date of this Contract, the Town will pay to the contract manufacturer a lump sum payment of Forty-Seven Thousand Two Hundred and Fifty Dollars and 00/100 (\$47,250.00) for the provision of one thousand (1,000) Carts, or the actual number of Carts equivalent to the purchase

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Certificates evidencing all such coverages shall be provided to the Town at the execution of this Contract and annually thereafter upon renewal of such coverage. Each such certificate shall specifically refer to the Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination.

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price of \$47,250.00. If more than one thousand (1,000) carts (or the actual number of Carts equivalent to a purchase price of \$47,250.00) are required, the Contractor will purchase such additional Carts necessary for all subscribed participants in the Town program.

If (a) the Town fails to approve funding sufficient for its obligations during any fiscal year during the term of this Contract and this Contract is, as a result, terminated by the Town, or (b) this Contract is terminated by the Town for convenience, or (c) if this Contract is terminated by the Contractor for breach, or (d) the parties do not agree to enter into the Renewal Term, then in such event, the Town shall reimburse the Contractor for the Contractor's capital outlay for all Carts over and above the initial one thousand (1,000) Carts (or the actual number of Carts equivalent to the purchase price of \$47,250.00) on a prorated basis based on the number of months remaining in the Five Year Period from the effective date of termination; provided, however, that in such instance all Carts shall be and become the sole and exclusive property of the Town upon payment of the pro-rated reimbursement amount. Notwithstanding anything to the contrary contained within this Article 15, it is hereby agreed and acknowledged that, upon the termination of this Contract, the initial one thousand (1,000) Carts (or the actual number of Carts equivalent to the purchase price of \$47,250.00) shall become the sole and exclusive property of the Town. The Town shall not seek personal property tax reimbursement for carts provided by the Contractor pursuant to this Contract.

SECTION 16: PAYMENTS TO CONTRACTOR

The Town shall pay to the Contractor a sum of Eight Hundred and Thirty-One Thousand Dollars (\$831,000.00) in twelve (12) equal monthly installments of Sixty-Nine Thousand Two-Hundred and Fifty Dollars (\$69,250) each, plus any amounts owing under Appendix C, Appendix D, and Appendix E attached hereto, for the curbside collection of Acceptable Waste and Recyclables for each yearly period of the Contract beginning with the yearly period July 1, 2016 through June 30, 2017.

SECTION 17: INDEMNITY AGREEMENT

It is hereby agreed that the Contractor will pay any claim made against the Town as a result of work herein undertaken and/or will undertake to assume and defend any action, in law or equity which arises out of the performance of any work herein specified, whether such work is done by him, his agents or employees. The Contractor hereby agrees with said Town that he will indemnify and save harmless the Town or its agents from all claims, loss or damage.

Notwithstanding anything in the above paragraph, the Contractor shall have no obligation to indemnify the Town against any claim to the extent that such claim is (a) the result of the Town's negligence or willful misconduct, (b) the result of Unacceptable Waste collected from any schools or any property or location owned or operated by the Town or its subcontractors or agents, (c) at or related to the disposal site selected by the Town or its subcontractors or agents, or (d) the result of Unacceptable Waste collected from any locations other than schools or any property or location owned or operated by the Town or its subcontractors or agents; provided, item (d) shall not apply if the Town provides all reasonable assistance to Contractor to conduct an investigation to determine the identity of

price of \$47,250.00. If more than one thousand (1,000) carts (or the actual number of Carts equivalent to a purchase price of \$47,250.00) are required, the Contractor will purchase such additional Carts necessary for all subscribed participants in the Town program.

If (a) the Town fails to approve funding sufficient for its obligations during any fiscal year during the term of this Contract and this Contract is, as a result, terminated by the Town, or (b) this Contract is terminated by the Town for convenience, or (c) if this Contract is terminated by the Contractor for breach, or (d) the parties do not agree to enter into the Renewal Term, then in such event, the Town shall reimburse the Contractor for the Contractor's capital outlay for all Carts over and above the initial one thousand (1,000) Carts (or the actual number of Carts equivalent to the purchase price of \$47,250.00) on a prorated basis based on the number of months remaining in the Five Year Period from the effective date of termination; provided, however, that in such instance all Carts shall be and become the sole and exclusive property of the Town upon payment of the pro-rated reimbursement amount. Notwithstanding anything to the contrary contained within this Article 15, it is hereby agreed and acknowledged that, upon the termination of this Contract, the initial one thousand (1,000) Carts (or the actual number of Carts equivalent to the purchase price of \$47,250.00) shall become the sole and exclusive property of the Town. The Town shall not seek personal property tax reimbursement for carts provided by the Contractor pursuant to this Contract.

SECTION 16: PAYMENTS TO CONTRACTOR

The Town shall pay to the Contractor a sum of Eight Hundred and Thirty-One Thousand Dollars (\$831,000.00) in twelve (12) equal monthly installments of Sixty-Nine Thousand Two-Hundred and Fifty Dollars (\$69,250) each, plus any amounts owing under Appendix C, Appendix D, and Appendix E attached hereto, for the curbside collection of Acceptable Waste and Recyclables for each yearly period of the Contract beginning with the yearly period July 1, 2016 through June 30, 2017.

SECTION 17: INDEMNITY AGREEMENT

It is hereby agreed that the Contractor will pay any claim made against the Town as a result of work herein undertaken and/or will undertake to assume and defend any action, in law or equity which arises out of the performance of any work herein specified, whether such work is done by him, his agents or employees. The Contractor hereby agrees with said Town that he will indemnify and save harmless the Town or its agents from all claims, loss or damage.

Notwithstanding anything in the above paragraph, the Contractor shall have no obligation to indemnify the Town against any claim to the extent that such claim is (a) the result of the Town's negligence or willful misconduct, (b) the result of Unacceptable Waste collected from any schools or any property or location owned or operated by the Town or its subcontractors or agents, (c) at or related to the disposal site selected by the Town or its subcontractors or agents, or (d) the result of Unacceptable Waste collected from any locations other than schools or any property or location owned or operated by the Town or its subcontractors or agents; provided, item (d) shall not apply if the Town provides all reasonable assistance to Contractor to conduct an investigation to determine the identity of

the depositor or generator of any Unacceptable Waste and assists Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the Unacceptable Waste.

SECTION 18: TERMINATION FOR CAUSE

If at any time during the term of this Contract the Town determines that the Contractor has breached its terms by negligently or competently performing the work or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, or by disposing of materials collected pursuant to this Contract in an unauthorized and illegal manner, the Town may notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. If the Contractor fails to cure said breach within ten (10) days, the Town may at its election at any time after the expiration of the ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon the date so specified, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of termination. To the extent additional costs are not covered by the Performance Bond required herein, the Contractor shall be liable to the Town for any amount which the Town may be required to pay for labor and equipment for the remainder of the period covered by the Contract over and above the amount that would have been paid to the Contractor for the performance of the work during said period.

SECTION 19: TERMINATION FOR CONVENIENCE

The Town may terminate this Contract at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten (10) days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Contract. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair market value of the services provided hereunder.

SECTION 20: NOTICE

Any and all notices, or other communications required or permitted under this Contract shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed,

when deposited with the U. S. Postal Service or, if sent by private, overnight, or other delivery service, when deposited with such delivery service.

SECTION 21: GOVERNING LAW

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

SECTION 22: ENTIRE AGREEMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supercedes all prior agreements, negotiations and representations, either written or oral and it shall not be modified or amended except by a written document executed by both parties hereto.

SECTION 23: PREVAILING WAGE

Contractor shall pay prevailing wages in accordance with M.G.L. Chapter 149.

APPENDIX A
Municipal Facilities and Schools

Rockland Accounts	Address	Acct #	Site	Quantity	Size can	Frequency	Material
ROCKLAND HIGH SCHOOL	52 MACKINLEY WAY	424	1				
				2	FRONT LOAD 8YD	3X A WEEK M-W-F	TRASH
				1	FRONT LOAD 8YD	3X A WEEK M-W-F	TRASH
				6	RC .48	3X A WEEK M-W-F	RECYCLE
				1	FRONT LOAD RECYCLE 8YD	1X A WEEK THURS	RECYCLE
ROGERS MIDDLE SCHOOL	100 TAUTON AVE	424	2				
				1	FRONT LOAD 8YD	3X A WEEK M-W-F	TRASH
				1	FRONT LOAD 6YD	3X A WEEK M-W-F	TRASH
				6	RC .48	3X A WEEK M-W-F	RECYCLE
JEFFERSON MIDDLE SCHOOL	34 JAMES ST	424	4				
				1	FRONT LOAD 4YD	3X A WEEK M-W-F	TRASH
				5	RC .48	3X A WEEK M-W-F	RECYCLE
ESTEN R. STEWART SCHOOL	733 SUMMER ST	424	5				
				1	FRONT LOAD 6YD	3X A WEEK M-W-F	TRASH
				5	RC.48	3X A WEEK M-W-F	RECYCLE
SEWER DEPT	587R SUMMER ST	424	6				
				1	FRONT LOAD 6YD	3X A WEEK M-W-F	TRASH
				6	RC 048	3X A WEEK M-W-F	RECYCLE
ROCKLAND WATER DEPT.	366 CENTRE AVE	424	7				
				1	FRONT LOAD 4YD	1X A WEEK TUES	TRASH
				1	RC .48	1X A WEEK WED	RECYCLE
ROCKLAND SENIOR CENTER	317 PLAIN ST	424	8				
				1	FRONT LOAD 4YD	1X A WEEK THURS	TRASH
				1	RC .48	1X A WEEK THURS	RECYCLE
COMMUNITY CENTER	394 UNION ST	424	9				
				1	FRONT LOAD 6YD	1X A WEEK WED	TRASH
				1	RC .48	1X A WEEK WED	RECYCLE
HIGHWAY DEPT	841 MARKET ST	424	10				
				1	FRONT LOAD 6YD	1X A WEEK TUES	TRASH
POLICE DEPT	399 MARKET ST	424	11				
				1	FRONT LOAD 6YD	1X A WEEK THURS	TRASH
				1	RC .48	1X A WEEK THURS	RECYCLE
NORTH COLLABORATIVE SCHOOL	196 SPRING ST	424	12				
				1	FRONT LOAD 4YD	1X A WEEK THURS	TRASH
PARK DEPT. MEMORIAL AVE	GODDARD AVE	424	13				
				1	FRONT LOAD 8YD	1X A WEEK THURS	TRASH
PARK DEPT. SPRING ST. - BALL FIELD	SPRING ST	424	14				
				1	FRONT LOAD 6YD	1X A WEEK TUES	TRASH
ROCKLAND TOWN HALL	242 UNION ST	424	15				
				1	FRONT LOAD 4YD	1X A WEEK TUES	TRASH
				4	RC .48	1X A WEEK THURS	RECYCLE
HARTSUFF PARK (CAMP)	195 HARTSUFF ST.	424	18				
				1	6YD FL	1/1W	TRASH

APPENDIX B
Contractor's Proposal

AMENDMENT #2 TO COLLECTION CONTRACT

THIS AMENDMENT #2 TO COLLECTION CONTRACT (this "Amendment") is entered into as of _____, 2019 (the "Amendment Effective Date") by and between Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Marshfield // Republic Services of Fall River (the "Contractor") and the Board of Health of the Town of Rockland (the "Town") (collectively, the "Parties").

WHEREAS, the Town and the Contractor are parties to that certain contract for the curbside collection of rubbish, garbage and recyclables dated July 19, 2016; as amended by first Amendment to Collection Contract dated September 1, 2016. (as amended the "Collection Contract"),

WHEREAS, the Parties desire to further amend the Collection Contract to extend the term and make additional changes as set forth below,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Collection Contract.
2. **Term.** Pursuant to Section 15 of the Collection Contract, Term of Contract, the term is hereby extended for an additional two (2) years and will now terminate on June 30, 2021.
3. **Payments to Contractor.** Section 16 of the Collection Contract is hereby amended to add the following paragraphs:
"From July 1, 2019 through June 30, 2020, the Town shall pay to the Contractor equal monthly installments of Seventy-Seven Thousand Eight Hundred Fifty-Four Dollars and Ninety-seven Cents (\$77,854.97) each, plus any amounts owing for Extra Garbage Carts or under Appendix C, Appendix D, and Appendix E for the curbside collection of Acceptable Waste and Recyclables for each month.
From July 1, 2020 through June 30, 2021 the Town shall pay to the Contractor equal monthly installments of Eighty Thousand Five Hundred and Seventy-nine Dollars and Eighty-Nine Cents (\$80,579.89) each, plus any amounts owing for Extra Garbage Carts or under Appendix C, Appendix D, and Appendix E for the curbside collection of Acceptable Waste and Recyclables for each month.
4. **Processing Fee.** Exhibit D, page 19. The definition of "Processing Fee" is deleted in its entirety and replaced with the following:
"Processing Fee" means the average price paid or charged by the facility Contractor delivers the Single Stream Recycling materials to for processing (the "Processing Facility") during the month of delivery of the Single Stream Recycling materials. The current Processing Fee is \$95 per ton and the Town acknowledges and agrees that the Processing Fee could be adjusted monthly without restriction based on the, then current, market costs."

5. **Authority.** Each individual signing this Amendment expressly represents and warrants that he/she has the right, legal capacity and full authority to execute this Amendment.
6. **Conflicting Terms.** In the event of a conflict between the terms of this Amendment and those contained in the Collection Contract, the terms of this Amendment will control and prevail.
7. **Ratification.** Except as specifically provided in this Amendment, each and every provision of the Collection Contract remains, and is, in all respects, in full force and effect.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the Parties need not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

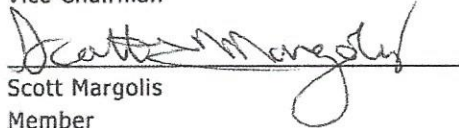
The Board of Health of the Town of Rockland



Stephen B. Nelson
Chairman



Victoria T. Deibel
Vice Chairman



Scott Margolis
Member

Allied Waste Services of Massachusetts, LLC dba Republic Services of Fall River.



Name:

Title:

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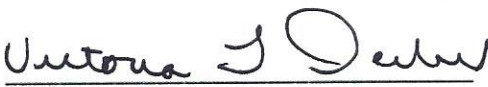
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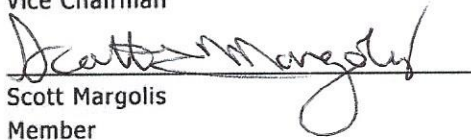
The Board of Health of the Town of Rockland



Stephen B. Nelson
Chairman



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Vice Chairman



Scott Margolis
Member

Allied Waste Services of Massachusetts, LLC dba Republic Services of Fall River.


_____, GM
Name:
Title: