

TOWN OF ROCKLAND

Board of Health

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

TELEPHONE (781) 871-0154

February 20, 2015

DELIVERED BY HAND

Mr. Michael DelPrete
Mike DelPrete & Sons Trucking
365R Centre Avenue
Rockland MA 02370

Dear Mr. DelPrete:

It has come to the attention of the Town of Rockland and the Town of Rockland Board of Health (hereinafter referred to as the "Town") that your business, Mike DelPrete & Sons Trucking, is in breach of its contract with the Town for the curbside collection of rubbish, garbage and recyclables.

Specifically, you are in breach of section M of the contract as you have failed to provide, obtain and/or furnish a performance bond and failed to provide evidence/proof of such performance bond to the Town pursuant to this section. Section M states as follows:

SECTION M: PERFORMANCE BOND

The Contractor shall furnish for the term of the Contract, one 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 full 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.

Additionally, you are in breach of section N of the contract as you have failed to obtain, provide, maintain and/or continue with your insurance obligations and failed to provide evidence/proof of such insurance to the Town pursuant to this section. Section N states as follows:

SECTION N: 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 amendment or cancellation.

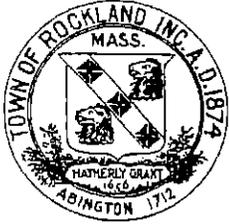
Certificates evidencing all such coverages shall be provided to the Town at the execution of this Contract and annually thereafter upon renewal of such coverage. Each such certificate shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. Failure 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.

These are material breaches and must be cured immediately. Therefore, you must immediately submit to the Town evidence/proof of your full compliance with sections M and N of the contract as referenced above. Failure to do so within ten (10) days from the date of this letter shall result in the termination of this contract. Your contract with the Town shall effectively terminate at 5:00 pm on Monday, March 2, 2015 unless such evidence/proof of your full compliance with sections M and N of the contract is received by the Town on or before such date and time.

Please contact me if you have any questions.

Respectfully submitted,


Janice R. W. McCarthy
Health Agent



TOWN OF ROCKLAND
Board of Health
242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

TELEPHONE (781) 871-0154

March 12, 2015

Mr. Mike DelPrete
Mike DelPrete & Sons Trucking
365R Centre Avenue
Rockland MA 02370

Dear Mr. DelPrete:

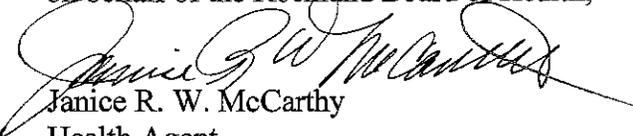
On Monday, March 2, 2015, the Town of Rockland Board of Health voted unanimously to terminate your contract with the Town of Rockland through its Board of Health for the curbside collection of rubbish, garbage and recyclables. Such termination is for cause under section P of the specifications portion of the contract as you have failed to perform the contract in accordance with all of its terms and provisions.

Specifically, you were found to be in breach of section M of the contract as you have failed to maintain a performance bond pursuant to said section. In addition, you were found to be in breach of section N of the contract as you have failed to maintain your insurance obligations pursuant to said section.

Therefore, your contract with the Town shall terminate effective close of business Tuesday, March 31, 2015.

Please contact me if you have any questions.

Respectfully submitted
on behalf of the Rockland Board of Health,


Janice R. W. McCarthy
Health Agent