

TOWN OF ROCKLAND
Board of Health

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

TELEPHONE: (781) 871-0154

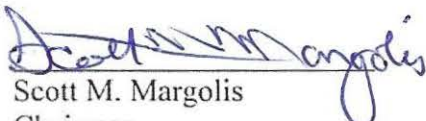
CONTRACT

Allied Waste Services of Massachusetts, LLC. d/b/a Allied Waste Services of Fall River/ Republic Services of Fall River (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 terms and conditions in the following Agreement.

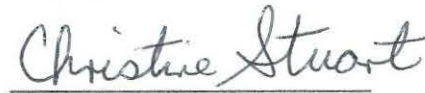
And the Board of Health of the Town of Rockland, hereunto duly authorized, promise to pay to the Contractor the amounts set forth herein for the curbside collection of rubbish, garbage and recyclables for the period of July 1, 2021 through June 30, 2024 plus the periods of any renewal terms.

Witness our hands and seals this _____ day of _____, 2021 ("Effective Date").

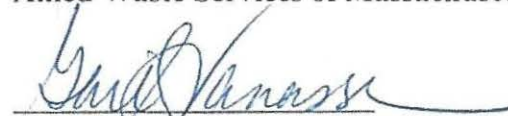
Town of Rockland Board of Health


Scott M. Margolis
Chairman

Stephen Nelson
Vice Chairman


Christine Stuart
Member

Allied Waste Services of Massachusetts, LLC


Gail Vanasse
General Manager

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, unacceptable 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 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 Acceptable 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, Rockland Recycling Center Roll Offs 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. If a resident does not participate in the Town's curbside recycling program their trash is not to be collected. 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 Acceptable 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 front-load 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 front-load containers must be repaired or replaced immediately. It is the Contractor's 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; excluding any normal wear and tear to driving surfaces.

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 review and discussion with 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	Labor Day	Veteran's Day
Memorial Day	Thanksgiving Day	
Independence 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.

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. The Contractor will notify the Board of Health if a routed truck is out of service or break down no later than 30 minutes after the event.

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.

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:

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 waste in a container, Contractor shall not collect those articles/that container. 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 Acceptable Waste is collected, the trash cart 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 Acceptable Waste and Recyclables placed 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., and such complaint is verified, 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., and

such complaint is verified, 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 Acceptable Waste 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.

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 a verified 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 also agreed that these provisions for liquidated damages on the eventualities enumerated 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. The following shall not be applied where the failure is caused by a Force Majeure event.

1. For each failure to collect all Acceptable Waste 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 Acceptable Waste 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 Acceptable Waste from a property where there is no visible evidence of Recycling cart: \$100.00;
7. 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;

8. Improper disposal of recyclable materials by the Contractor: \$500.00 per occurrence;
9. Keeping materials separate: no commingling of materials collected from other municipalities or private collection: \$1,000.00 per occurrence;
10. Failure to pick up debris generated by collection vehicle: \$200.00;
11. Failure to pick up materials (recycling or trash) from municipal facility or school on scheduled day without prior consent: \$100.00 per building
12. 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: ANNUAL CALANDAR

The contractor agrees to compensate the Town each year for cost associated with printing and mailing recycling and information calendar. The cost will not exceed \$4000.00 each year.

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) Worker's 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 on any one person and
 - \$1,000,000.00 aggregate limit

- (4) Automobiles and trucks, including hired vehicles; Bodily Injury, Including death:
- \$1,000,000.00 on account on any one person and
 - \$1,000,000.00 on account of any one accident.

All policies shall identify the Town as an additional insured, via blanket-form endorsement (except Workers' Compensation) and shall provide that the Town, except worker's compensation, 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 a copy of its 10K annual report upon request by the Town.

SECTION 13: COMPLIANCE WITH OTHER LAWS

The Contractor shall comply 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, 2021 (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.

SECTION 16: PAYMENTS TO CONTRACTOR

The Town shall pay to the Contractor a sum of Nine Hundred Sixty-Six Thousand Nine Hundred Fifty-Eight Dollars (\$966,958.00) for the Fiscal Year 2022 to be made in Eleven (11) equal monthly installments of Eighty Thousand Five Hundred Seventy-Nine Dollars and Eighty-

Three Cents (\$80,579.83) and a twelfth monthly installment of Eighty Thousand Five Hundred Seventy-Nine Dollars and Eighty-Seven Cents (\$80,579.87).

The Town shall pay to the Contractor a sum of One Million Eight Hundred two Dollars (\$1,000,802.00) for the Fiscal Year 2023 to be made in Eleven (11) equal monthly installments of Eighty-Three Thousand Four Hundred Dollars and Sixteen Cents (\$83,400.16) and a twelfth monthly installment of Eighty-Three Thousand Four Hundred Dollars and Twenty-Four Cents (\$83,400.24)

The Town shall pay to the Contractor a sum of One Million Thirty-Five Thousand Eight Hundred Thirty Dollars (\$1,035,830.00) for the Fiscal Year 2024 to be made in Eleven (11) equal monthly installments of Eighty-Six Thousand Three Hundred Nineteen Dollars and Sixteen Cents (\$86,319.16) and a twelfth monthly installment of Eighty-Six Thousand Three Hundred Nineteen Dollars and Twenty-Four Cents (\$86,319.24)

The Town shall pay Contractor the following rates for roll-off services:

Cost Per Haul in Town-Owned 30yd roll-offs:	\$175.00
Cost Per Ton C&D:	\$108.00
Cost Per Ton Recycling	\$Market Rate Pass Through

Pricing for Hauls is subject to a 3.5% increase each year. The C&D Cost per Ton is subject to change based on any price increase from the end site.

The Town shall also pay, any amounts owing under Appendix C and Appendix D, 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, 2021 through June 30, 2024.

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 to the extent such claim arises out of the negligence or willful misconduct in 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 such 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.

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.

If at any time, the Town is in material breach of its obligations hereunder, and fails to cure such a breach within ten (10) days of receipt of written notice from the Contractor, Contractor may terminate this Agreement with no further obligation or consequence. In such an event, the Town shall pay Contractor for services performed up to the date of termination.

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: NOTICE

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 supersedes 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 G.L. c. 149.

SECTION 24: FORCE MAJEURE

Force Majeure. Except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure event, Contractor and the Town shall negotiate the additional payment to be made to Contractor. Further, the Town shall grant Company variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Acceptable Waste and Recyclable Materials.

APPENDIX A

MUNICIPAL AND SCHOOL BUILDINGS

Below is a list of municipal and school buildings to be covered under the Agreement. The Town reserves the right to add, delete or otherwise amend the list as changes occur.

Rockland High School: (2) 8 yd. containers
Rockland Jr. High School: (1) 8 yd. container and (1) 6 yd. container for cardboard
Memorial Park School: (1) 4 yd. container
Jefferson School: (1) 6 yd. container
Esten School: (1) 6 yd. container
Sewer Dept.: (1) 4 yd. container
Water Dept. Treatment Plant: (1) 2 yd. container
Senior Center: (1) 4 yd. container
North River Collaborative, Spring Street: (1) 4 yd. container
Park Dept.: (1) 8 yd. container and (1) 6 yd. container
Community Center: (1) 6 yd. container
Highway Department: (1) 6 yd. container
Police Department: (1) 6 yd. container

Contractor to supply recycling containers in appropriate size for all schools and departments listed above for service.

APPENDIX B – Contractor Proposal

March 11th, 2021

Mrs. Delshaune Flipp
Town of Rockland
Board of Health
242 Union Street
Rockland, MA 02370

Re: Municipal Solid Waste and Recycling Collection

Dear Delshaune,

It has been a pleasure to discuss the solid waste and recycling services contract with you. As we discussed, the Town and Republic Services are agreeable at extending the contract for an additional three (3) years beginning 7/1/2021. The first year curbside collection rate will have no increase with an adjustment to years 2 and 3 of a fixed 3.5%. Please see pricing below:

CURBSIDE PROPOSAL

Solid Waste & Recycling Collection Services Per Contract

FY2022:	\$966,958
FY2023:	\$1,000,802
FY2024:	\$1,035,830

Recycling Processing Services

FY2022:	\$76.92 per ton*
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*The single stream recycling cost per ton will be charged as a pass through of cost from Recycling Facility end site. Due to the fluctuating markets, and their uncertainty, this rate, including commodity value, processing and any contamination charges is subject to change monthly. The volume is delivered to WM Avon Material Recycling Facility (MRF). The current rate of \$76.92 per ton.

Towns Recycling Center Roll off Cost

Cost Per Haul in Town Owned 30yd Roll Offs	\$175.00
Cost Per Ton C&D	\$108.00
Cost Per Ton Recycling	\$Market Rate Pass Through

*Haul Pricing subject to 3.5% increase each year. C&D cost per ton subject to change based on increase % from end site.

Fuel Adjustment Clause

The current contract between the Town and Republic services has a fuel adjustment clause. We will continue use such a clause which will be updated to current fuel cost per gallon and gallon usage.

Cart Ownership Transfer

Per the original contract, effective 6/30/2021, The Town of Rockland will take ownership of all curbside carts outlined in that contract. The Town, not the contractor will be responsible for all cost associated with purchasing, maintaining, repairing, and delivering carts.

Community Partnership Program

Over the past several years, we have enjoyed being a partner with the Town of Rockland in various community programs. We truly value sponsoring such events and we look forward to continuing to show our economic support for these important public programs in the future as well.

I look forward to having the opportunity to meet with you in order to finalize the development of a mutually acceptable extension agreement between the Town of Rockland and Republic Services effective July 1, 2021.

Should you have any questions, or require any further details, please do not hesitate to contact me.

Sincerely,

Christopher Macera

Chris Macera
Municipal Services Manager
Republic Services
1080 Airport Road
Fall River, MA 02720
774-488-3524
cmacera2@republicservices.com

APPENDIX C
FUEL ADJUSTMENT CLAUSE

Fuel Adjustment Clause Effective 2021 / Rockland, MA

The adjustment to the base price contract price is to be based on the difference between the average three-month price of diesel fuel as measured by The Weekly New England No 2 Diesel Retail Rates by All Sellers as published by the Energy Information Administration (EIA INDEX) and the Baseline Fuel Price as proposed in this Fuel Adjustment clause.

The Baseline Fuel Price Peg for our proposal is \$2.41 per gallon (including taxes) for diesel fuel.

The increase or decrease, as determined above, will be applied to the Average Monthly Baseline Gallons of fuel. Gallons of 19,282 per year shall be used as the basis for the adjustment.

Adjustments will be made quarterly on first day of each quarter, beginning July 1, 2021 for the quarter. Any adjustment will be reflected in the monthly invoice to the Town of Rockland in equal monthly installments over the preceding 3 month period. These adjustments are based on the previous 3 month average cost of diesel fuel as determined by the EIA Index referenced above.

For example, the adjustment beginning July 1, 2021 covering the periods July, August, and September will be based on the average cost of diesel fuel for the period of March 1, 2021 – June 30, 2021.

Adjustment Example: (for example only)

Average 3 Month EIA Index Cost April 1, 2021—June 30, 2021	=	\$2.30 per gallon
Established Contract Baseline Fuel Price Peg	=	\$2.41 per gallon
Increase / (Decrease) in Fuel Price from Contract Baseline	=	(\$.11 per gallon)
Number of Average Monthly Baseline Gallons used	=	1580 gallons

Monthly Fuel Adjustment for the period July 1, 2021 - Sept 30, 2021 = \$173.80 credit

All Monthly Fuel Adjustments to contract price, increases or (decreases), will be made to the monthly base cost of collection services then in effect which is established each contract anniversary date.

APPENDIX D
RECYCLING PROCESSING CHARGE

FY2022: \$76.92 per ton*

*The single stream recycling cost per ton will be charged as a pass through of cost from Recycling Facility end site. Due to the fluctuating markets, and their uncertainty, this rate, including commodity value, processing and any contamination charges is subject to change monthly. The volume is delivered to WM Avon Material Recycling Facility (MRF). The current rate of \$76.92 per ton.