



**SOLID WASTE SERVICES AGREEMENT BETWEEN
TOWN OF GROVELAND, MASSACHUSETTS
AND
WASTE MANAGEMENT OF LONDONDERRY, INC.**



This Agreement is made and entered into this 26th day of September, 2016 by and between the Town of Groveland, Massachusetts (the "Town"), a municipal corporation in the County of Essex organized under the laws of the Commonwealth of Massachusetts, and Waste Management of Londonderry, Inc. (the "Contractor"), a Massachusetts corporation with a place of business at 26 Liberty Drive, Londonderry, NH 03053.

WHEREAS, the Town desires to engage Contractor to provide certain collection and disposal services for solid waste and recyclable materials as defined herein; and

WHEREAS, the Contractor desires to provide the services as defined herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. **Definitions** For purposes of this Agreement, the following terms shall apply:

"Town's Representative" means the Board of Selectmen (the "Town Representative") or designee.

"Bulk Waste" means "MSW" items that are too large to fit in a normal container or trash bag; i.e., sofa, dresser, mattresses, box springs, chairs, couches, and small area rugs generated at the Residential Properties Served.

"Container" means a plastic, fiberglass or metal reusable receptacle or a plastic or paper bag able to hold 30 to 32 gallons by volume, not weighing more than fifty (50) pounds.

"Hazardous Waste" means a material or substance that is defined as a hazardous waste, substance or material by any Federal, Massachusetts, or Town of Groveland law, regulation, or ordinance. With regard to materials or substances which are not Hazardous Waste as of the date of this Agreement, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine, that such materials or substances are Hazardous Waste, then such materials or substances shall be considered to be Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

"MSW" means: municipal solid waste as defined at 310 CMR 19.006 (i.e., residential or commercial solid waste) including garbage, refuse and bulky items generated at the Properties Served. "Garbage" means solid waste produced from or resulting from the use or storage of food for human consumption. "Refuse" means solid waste, combustible or noncombustible, not otherwise regulated by law, less than three (3) feet in length, including small household appliances and furniture. MSW shall not include Unacceptable Waste, any other wastes defined as unacceptable in this Agreement, or wastes generated elsewhere.

“Properties Served” or “PS” means:

A. Residential (“RPS”). All single-family residential units and all multi-family residential units in buildings with four (4) units or less, (excluding residential properties under a property management or governmental management contract when the sum total of household units managed by the aforesaid entities, which may encompass multiple structures at different locations in Town, exceeds four), located in the Town;

B. Municipal (“MPS”). All municipal properties listed below will be serviced with Containers, unless otherwise noted, provided by the Contractor in accordance with the schedule below. Town reserves the right to reduce the frequency of pickup or container size upon written notice to the Contractor.

C. MPS List:

- Town Hall – One Eight Yard Dumpster Main Street
Recycling pickup – inside Town Hall
- Safety Complex – One Six Yard Dumpster Main Street
Recycling pickup – inside safety building
- Water Department – One Six Yard Dumpster Washington Street
- Electric Company - One Six Yard Dumpster School Street
Recycling pickup – inside electric company
- South Fire Station - One Six Yard Dumpster Washington Street
- Pines Recreation Area – Six Trash Containers Main Street
- Washington Park - Six Trash Containers and One Eight Yard
Dumpster from April 1 to September 30 Washington Street
- Shanahan Soccer Field – Six Trash Containers Main Street
- Veasey Park - One Six Yard Dumpster Washington Street
- Highway Garage - One Six Yard Dumpster Center Street
- Groveland Housing Authority – Two Ten Yard Dumpsters River Pines Drive

Municipal Collection but no Container

- Little Red School House Broad Street
- Washington Hall Washington St

Contractor shall provide locks and keys for those dumpsters which will need to remain locked at the Town’s discretion.

“Recyclable Material” means: nonhazardous, post-consumer materials including paper (newsprint, including inserts; junk mail, telephone books, corrugated cardboard, and similar paper materials; bundled in brown paper bags or tied); glass containers (clear, green or amber); plastic containers #1 to #7; and aluminum and bimetal cans generated at Properties Served, as further defined on Exhibit A attached hereto. Recyclable Material shall not include Unacceptable Waste, any other wastes defined in this Agreement, or wastes generated elsewhere.

“Unacceptable Waste” means: Hazardous Waste; construction and demolition debris; road kill; white goods; yard waste; any waste generated other than at the Properties Served; any quantity of specially regulated waste (other than the MSW and Recyclable Material collected hereunder); and any waste that is not defined for collection as MSW or Recyclable Material hereunder. “Construction and Demolition Debris” means wood,

metal, asphalt shingles, concrete, brick, insulation, windows, cabinets and doors or other such home or building renovation materials. "Road Kill" means dead animals. "White Goods" means any appliance such as stoves, refrigerators, dishwashers, air conditioners, water heaters, washing machines and dryers. "Yard Waste" means: compostable organic matter such as lawn grass clippings, leaves from trees or shrubbery, trunks, branches or limbs; Christmas trees and other ornamental greens or plants; and soil. Other Unacceptable Wastes include, without limitation, televisions, computers, monitors, video games and recorders, cathode ray tubes, automobile engines, engine parts, machinery and mechanical equipment, tires, gravel and stone.

II. **Term of Agreement**

The term of this Agreement shall be for a period of fifty-seven months from and including October 1, 2016 to and including June 30, 2021, unless sooner terminated as provided herein. Upon agreement of the parties reached not later than March 31, 2021, and subject to Town Meeting approval, this Agreement may be extended for one additional period of up to five years (i.e., July 1, 2021 – June 30, 2027). Pricing during the extended term shall be adjusted by mutual agreement.

III. **Scope of Services**

The Contractor shall perform services in the Town as follows:

A. **MSW Services.** Contractor shall collect MSW from the curbside of RPS and the location at the MPS as designated by Town Representative. Contractor shall transport the MSW collected to a duly permitted disposal facility selected by Contractor (disposal fees to be charged to Town pursuant to the fee schedule herein). Contractor shall collect up to four (4) Containers of MSW per week from each RPS and all MSW placed for collection at each MPS pursuant to the MPS collection frequency identified above. Contractor shall not be required to collect more than four (4) Containers of MSW per week from any RPS or MPS. Containers shall be placed at the curbside not later than 7:00 AM on the scheduled day of collection. Contractor shall not be required by the Town to collect any item or Container weighing more than fifty (50) pounds or any single item with a dimension greater than three (3) feet, with the exception being those bulk items listed in Section C. Town may at any time during this Agreement upon written notice to Contractor, reduce the number of containers to be collected or require a Town approved identification be affixed to the container prior to collection.

B. **Recycling Services.** Contractor shall collect Recyclable Materials that are segregated from MSW and placed in recycling bins at the curbside of the RPS every week and at designated locations at the MPS. Contractor may use dedicated recycling vehicles or co-collection vehicles designed to collect both MSW and recyclable materials. The Contractor shall make recycling bins available to the MPS. Collection shall be made on the same day as MSW collection unless otherwise approved by Town Representative. Collection of Recyclable Materials shall be made weekly. Contractor shall transport Recyclable Materials to a materials recovery facility for processing and ultimate distribution to end-markets. Contractor shall take title to the acceptable Recyclable Materials upon pick-up. Any proceeds from the sale of the Recyclable Materials shall be the property of Contractor.

C. Bulk Waste Collection. The contractor shall provide for the separate collection of bulk waste under an appointment system at a frequency based on volume of requests from residents or the Town, but no less than monthly. Residents will be instructed to call the Contractor's customer service department to schedule the removal of their bulk items. The fee for bulk items is established in the below pricing list and will be paid by the residents via credit card.

GROVELAND, MA Bulk pricing list		
APPLIANCES		
Item	Example	Price
Small FREON Appliance	A/C, dehumidifier, water cooler	\$25
Large FREON Appliance	Fridge, Freezer	\$30
Small NON FREON Appliance	Microwave	\$20
Large NON FREON Appliance	Washer, Dryer, Dishwasher, Water Heater	\$25
CRT's/Electronics	Computer Monitor, Television, Laptop, Computer	\$50
BULKY (burnable)		
Item	Example	Price
Large	Mattress, Box Spring, Carpeting (3ft roll)	\$30

D. Change in Work.

- (1) The Town may order or acknowledge a change in the scope of services by issuing (a) Field orders, which are written orders that make changes in the details of the services provided without adjusting the compensation or extending the Term, or (b) Change orders, which are written orders that authorize an addition, deletion or revision in the work within the general scope of the Agreement, and authorize an adjustment in the compensation or Term.
- (2) If such changes increase or decrease the compensation due or extend the Term, an equitable adjustment shall be authorized by a change order, provided that any adjustment in the compensation can be covered with funds available.
- (3) If the Town issues a field order, the Contractor shall proceed with the performance of any changes ordered unless Contractor believes that such order entitles Contractor to an adjustment in compensation. The Contractor shall give written notice of request for adjustment to Town Representative within seven days of receipt of the field order. Thereafter the Contractor shall document the basis for the adjustment in compensation within thirty days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Town Representative.

IV. **Collection Schedule**

Containers shall be placed at the curbside not later than 7:00 AM on the scheduled day of collection. Contractor shall make collections between the hours of 7:00 AM and 7:00 PM on the scheduled day of collection. MSW and Recyclable Materials collection shall be scheduled for the same day for the applicable Properties Served. Contractor shall submit to Town Representative for approval a list identifying the areas of the Town to be served, the order of collection, the days of collection by area and the streets within each area. Any changes in the established routes must first be approved by Town Representative. The parties acknowledge this Agreement is based on a 5-day per week collection schedule.

Holidays

Collections shall not be made on legal holidays as agreed by Contractor and the Town Representative. Collections, which would regularly occur on such holidays, shall be rescheduled to the next working day following the holiday.

Recognized holidays:

New Year's Eve
Memorial Day
4th of July
Labor Day
Thanksgiving
Christmas

V. **Operating Procedures**

A. **Contractor Equipment.** Contractor shall provide equipment in adequate quantity and of appropriate type and size to perform the services required hereunder. Contractor shall ensure that back-up equipment is available. Collection vehicles shall not be left unattended on the street and shall be parked off-street whenever possible. Contractor shall operate collection vehicles in a safe manner and such that visual exposure to materials collected is minimized. Contractor shall pick up any materials dropped or scattered as a result of the collection process. Town reserves the right to inspect Contractor's equipment, including vehicles.

B. **PS Containers.** Contractor shall return Containers by hand or mechanically if the collection vehicle is so equipped. Contractor shall take care to protect the surroundings at the Properties Served in the performance of services.

C. **Missed Pick-Up.** In case of a missed pick-up reported to Contractor by the Town or a resident within twenty-four (24) hours of the scheduled pick up, Contractor shall make the collection by the close of the next business day following such notification. All calls relating to missed pick-ups shall be logged by Contractor and such log shall be available for inspection by Town.

D. **Refusal to Pick-Up.** Contractor shall refuse to pick-up materials from any Property Served if the materials placed for collection are not properly segregated (e.g., MSW commingled with Recyclables), appear to contain materials not covered by the

Scope of Services, or exceed the quantity limitations for that location. In such instance Contractor shall simultaneously issue a notice at that location setting forth the reason for the refusal to pick-up. Contractor shall provide a copy of each such notice to the Town Representative.

E. Supervisor. Contractor shall assign a supervisor to monitor performance hereunder. The Supervisor shall maintain dedicated radio communication with the collection vehicles performing services for the Town under this Agreement. The Supervisor shall also be available and communicate with the Town Representative as needed during the time of service performance.

F. Reports. Contractor shall submit by the 10th day of each month to the Town Representative data regarding the volume and disposition of the materials collected during the prior month. Said data shall include copies of tipping or weight slips (or logs) identifying the type, quantity and place of disposition.

VI. **Labor and Costs**

Contractor shall, at its sole cost and expense, furnish all labor and equipment required to perform the services pursuant to this Agreement. Prescribed rates of wages, as determined by the Commissioner, Department of Labor and Workforce Development, pursuant to Chapter 149, Sections 26 and 27F of the Massachusetts General Laws, shall be paid to operators of any trucks, vehicles or equipment during the use thereof under this agreement. The applicable Prevailing Wage Rates are attached hereto as Exhibit B.

VII. **Payment for Services**

Town agrees to pay Contractor for services in accordance with the fee schedule below. Contractor shall prepare and submit to Town Representative by the fifteenth (15th) day of each month, after the first month of the Term, an invoice for the previous month supported by such data as Town Representative may reasonably require. The Town shall make payment to Contractor within thirty (30) days of receiving said invoice and supporting records. Contractor may apply for an adjustment to the rates based upon increased costs and expenses to Contractor arising from any change in law, an increase in the "Prevailing Wage Rates" beyond those attached hereto, an increase in cost to provide service due to a Force Majeure event, or material increase in the Scope of Work directed or agreed to by the Town.

<u>Service</u>	<u>10/1/16 - 6/30/17</u>	<u>7/1/17 -6/30/18</u>	<u>7/1/18 - 6/30/19</u>
A. Collection Per Month	\$23,617.00	\$24,326.00	\$25,056.00
B. MSW Disposal Per Ton	\$72.00	\$ 74.16	\$ 76.38
<u>Service</u>	<u>7/1/19 - 6/30/20</u>	<u>7/1/20 -6/30/21</u>	
A. Collection Per Month	\$25,808.00	\$26,582.00	
B. MSW Disposal Per Ton	\$78.67	\$81.03	

VIII. RECYCLING CHARGE/REBATE FORMULA

1. VALUE SHARE

Where the Blended Value (or BV, as defined herein) is greater than the Processing Fee (as defined herein), Town's Value Share (to be paid or credited to Town by Contractor on the next applicable invoice) is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Contractor the difference between the Processing Fee and the Blended Value.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables:

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's Recyclable Material as established and revised from time-to-time by Contractor's audit, as provided for herein, is multiplied by the current value of each commodity determined as set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly, using the following price standards and methods:

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at www.SecondaryMaterialsPricing.com, for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged by the processing facility during the month of delivery of the Recyclable Material less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclable Material.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld or delayed, to the use of such alternate publication or method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material Component

Newspapers, magazines and inserts

Cardboard

All other paper

Aluminum / beverage cans

Steel/Tin

Plastic #1

Plastic #2 Natural

Plastic #2 Colored

Mixed Plastics

Glass

Residue

Commodity Value

PPW ONP #8

PPW OCC #11

PPW #2 Mixed Paper

SMP for Aluminum Cans(Sorted, Baled, ¢/lb, delivered),

SMP for Steel Cans (Sorted, Densified, \$/ton, dropped of at RC)

SMP for PET (baled, ¢/lb. picked up)

SMP for Natural HDPE (baled, ¢/lb. picked up)

SMP for Colored HDPE (baled, ¢/lb. picked up)

Actual Value

Actual Value

Transportation and Disposal

The following is a sample calculation for August, 2016:

August Revenue Share Calculation - Residential Single Stream			
Commodity	Current Composition %	Market Value	Values
OCC	20.12%	\$ 110.00	\$ 22.13
ONP	38.66%	\$ 75.00	\$ 29.00
Mixed Paper	1.68%	\$ 60.00	\$ 1.01
Aluminum Cans	0.31%	\$ 1,060.00	\$ 3.33
Steel Cans	2.51%	\$ 60.00	\$ 1.51
PET	2.62%	\$ 220.00	\$ 5.76
Natural HDPE	0.78%	\$ 650.00	\$ 5.07
Colored HPDE	0.78%	\$ 340.00	\$ 2.65
Mixed Plastics	2.94%	\$ 50.00	\$ 1.47
Glass	19.59%	\$ (24.74)	\$ (4.85)
Residue	10.00%	\$ (60.00)	\$ (6.00)
Total	100.00%		\$ 61.09
Processing Fee		\$ 77.00	
August BV		\$ 61.09	
August Cost Per Ton		\$ (15.91)	
50% Share when Bv is above Processing fee			

3. Charges

(a) The initial Processing Fee is \$77.00 per delivered ton.

(b) The Contractor has the right to adjust the Processing Fee and the Residue Transportation and Disposal charge by two and a half percent (2.5%) per year on the anniversary of the Effective Date (“Anniversary Date”), Such adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter.

IX. Fuel Adjustment

Adjustments due to changes in cost of diesel fuel will be calculated as follows. The adjustment is to be based on the indexed diesel fuel cost, as published by the U.S. Department of Energy, Energy Information Administration, (Website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region compared to the established baseline cost of \$2.36 (including taxes) per gallon. Adjustments will be made semiannually on January 1st and July 1st based on the cost of diesel for the six calendar months prior and will be applied to the volume of fuel used, which will be fixed at 678 gallons per month for both Solid Waste and Recyclable Material collection or co-collection.

X. **Start-Up Costs and Deferral**

Subject to the provisions hereof, Contractor shall charge an additional startup fee of \$11,077.00 per month from October 1, 2016 to May 31, 2017, (8) months, or until the new “co-collection” vehicle to be used for the services under this Agreement is operational, whichever is sooner. Contractor represents that it will acquire such a new vehicle for use in performance of its services under this Agreement.

Contractor recognizes this is an unbudgeted expense for the Town and agrees to defer up to \$60,000 from FY17 charges to the Town. Contractor and Town shall specify the actual amount to be deferred no later than May 15, 2017. Any deferred charges will be reimbursed by the Town to the Contractor in equal installments in July 2017 and July 2018.

XI. **Permits and Licenses**

Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

XII. **Compliance With Laws and Regulations**

Contractor shall comply with any and all applicable federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement with respect to the work and services described herein. Contractor shall also use best efforts to minimize any trespass onto private property or interference with traffic by its employees, equipment or vehicles.

XIII. **Independent Contractor**

Contractor shall perform all work and services described herein as an independent contractor. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Town and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of Town, and no such person shall be entitled to any of the benefits available or granted to employees of Town.

XIV. **Insurance**

Contractor shall obtain and maintain during the term of this Agreement, at Contractor’s sole cost and expense, not less than the occurrence basis insurance coverage set forth below.

<u>Coverage</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000

Personal/Bodily Injury Liability	\$5,000,000 Combined Single Limit
Property Damage Liability	\$5,000,000 Combined Single Limit
Automobile Bodily Liability	\$5,000,000 Combined Single Limit
Automobile Property Damage	\$5,000,000 Combined Single Limit
Excess Umbrella Liability	\$2,000,000 Each Occurrence

The Contractor shall furnish to the Town certificates of insurance showing the coverage as set forth above.

XV. Indemnification

Contractor shall indemnify and hold Town harmless from and against any and all loss, damages claims, causes of action, and other expenses arising from bodily injury, including death to persons, or property damage, including environmental liability, caused by Contractor's negligent or wrongful acts in the performance under this Agreement, except where such loss, damage, claim, cause of action or expense arises out of the sole negligence of the Town. Subject to the foregoing, in no event whether in contract, tort or otherwise shall either party be liable for special, incidental, consequential or indirect damages.

XVI. Contract Termination

- A. In the event Contractor materially defaults in the performance of any of the material covenants or agreements, to be kept, done or performed by it under the terms and conditions of this Agreement, Town shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice:
- (1) Contractor shall correct the default; or
 - (2) In the event of a default not capable of being corrected within fifteen (15) days, Contractor shall notify Town of the time expected to correct and shall commence correcting the default with due diligence.
- B. If Contractor fails to correct the default as provided above, Town, without further notice, shall have all of the following rights and remedies, which Town may exercise singly or in combination.
- (1) The right to declare that this Agreement together with all rights granted

Contractor hereunder are terminated, effective upon such date as Town shall designate; and

(2) The right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself.

C. The Town of Groveland reserves the right with thirty (30) days notice prior to the end of a fiscal year, to sever all or parts of this Agreement for which funds are not appropriated.

XVII. Liquidated Damages

In the event Contractor fails to perform hereunder and such failure is not otherwise excused by the Town or by the terms of this Agreement, then for each calendar day that the failure continues the Contractor shall pay to the Town Seven Hundred - Fifty (\$750) Dollars per day. The Contractor shall not be charged with liquidated damages if the failure or delay is caused by an order or direction of the Town or an act of Force Majeure as defined below.

XVIII. Non-Assignment

Neither Contractor nor Town shall assign, transfer or convey this Agreement or their respective rights, duties or obligations hereunder or any part thereof without the prior written consent of the other. This prohibition shall not apply to a merger of the Contractor with another entity.

XIX. Force Majeure

Any delays or failure of performance by Contractor or the Town shall not constitute a default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by one or more occurrences which are beyond the reasonable control of the delaying or failing party, including but not limited to, strikes or other labor difficulties, war, riots, act of governmental authorities, abnormal weather (including blizzards, hurricanes, or other severe storms that may adversely impact safe collection or generate exceptional items for disposal, e.g., large tree limbs) fire, flood, unavoidable casualties or delays in transportation.

XX. Dispute Resolution

In an effort to resolve any conflicts that arise from or related to the terms and conditions of this Agreement, Contractor and the Town may submit such disputes to mediation in accordance with the rules of the American Arbitration Association then prevailing. If the parties fail to resolve the dispute through such mediation, then all claims arising from or related to the terms and conditions of this Agreement, shall be resolved and decided by the Superior Court of Massachusetts, in Essex County, if jurisdiction exists.

XXI. Notices and Contract Administration

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

Town of Groveland
Finance Director
183 Main Street
Groveland, Ma 01834

Waste Management of Londonderry Inc.
26 Liberty Drive
Londonderry, NH 03053
Attention: Manager

XXII. Contractor's Records

Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers and cancelled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
- B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time, during regular business hours, upon written request by Town Representative at Contractor's address indicated for receipt of notices in this Agreement.

XXIII. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

XXIV. Law to Govern

Town and Contractor agree that the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles, shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

XXV. Titles of Sections

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

XXVI. Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the authorized representatives of both parties and certified as to the availability of an appropriation.

XXVII. **Severability**

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this agreement to replace the illegal, invalid or unenforceable language with legal, valid and enforceable language that as closely as possible reflects such intent. In any event, this Agreement shall be enforced to the fullest extent permitted by law.

XXVIII. **Successors and Assigns**

This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.

XXIX. **Entire Agreement**

This is the entire agreement of the parties concerning the subject matter of this Agreement and supersedes all prior agreements between the parties, oral or written, to the extent they relate to the subject matter hereof

XXX. **Performance Bond**

It is agreed the Contractor shall furnish a performance bond in the amount of 100% of the current year collection charge, not to include the amounts for Waste and Recycling Disposal fees. Said bond shall be renewed annually no later than June 20th. Failure of the Contractor to acquire and keep in force the Performance Bond shall be reason for the Town to terminate the Agreement.

IN WITNESS WHEREOF, Contractor and the Town have caused this Agreement to be executed by their duly authorized officers as of this 3rd day of ~~September~~, 2016.
October

**On Behalf of the
TOWN OF GROVELAND, MASSACHUSETTS**

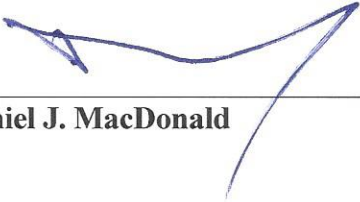
Board of Selectmen



William F. Dunn, Chairman



Edward H. Watson, Vice Chairman



Daniel J. MacDonald



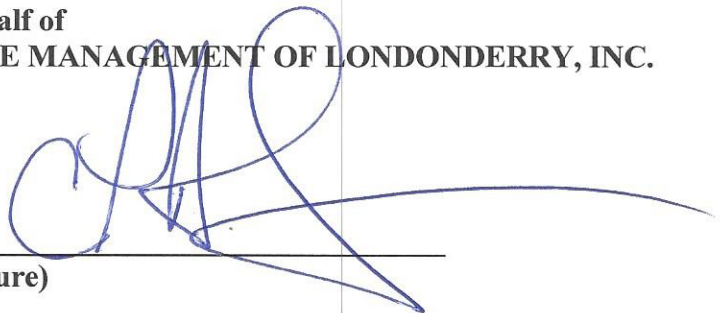
William G. O'Neil

Michael N. Wood



**Denise M. Dembkoski
Finance Director &
Chief Procurement Officer**

**On behalf of
WASTE MANAGEMENT OF LONDONDERRY, INC.**



(Signature)

Christopher DeSantis, President

Exhibit A Specifications

Recyclable Materials shall be air dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclable Material does not include the following:

Bagged materials (even if containing Recyclable Material)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.

“Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations; materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Recyclable Material may not contain a percentage of Non-Recyclable Material greater than 10%.

If Excluded Materials are included in the Recyclables, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by applicable law. The Town will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, Customer

must remove, or cause to be removed, such Excluded Materials and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with applicable law. If the Customer fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to the Town.

Contractor may perform composition audits two (2) times per year in order to identify the overall material composition and associated value. If no audit is performed, the composition shall be deemed to be the same as the composition of all materials processed at the processing facility each month.

Exhibit B

Prevailing Wage Rates



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Groveland

Contract Number:

City/Town: GROVELAND

Description of Work: New Trash and Recycling Contract

Job Location: Groveland, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Issue Date: 08/11/2016

Wage Request Number: 20160811-002

Classification Trash/Recycle	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Laborer / Driver {GROVELAND}	07/01/2016	\$24.23	\$4.92	\$0.00	\$0.00	\$29.15

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.