

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."

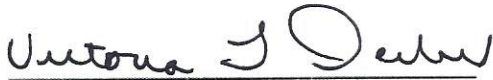
5. **Authority.** Each individual signing this Amendment expressly represents and warrants that he/she has the right, legal capacity and full authority to execute this Amendment.
6. **Conflicting Terms.** In the event of a conflict between the terms of this Amendment and those contained in the Collection 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.

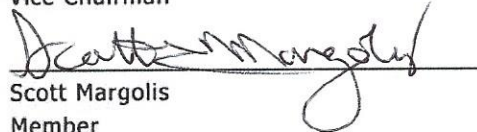
The Board of Health of the Town of Rockland



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: