

TOWN OF ROCKLAND
Board of Health
242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370
TELEPHONE (781) 871-0154

Received
APR 24 2017
Rockland Town Accountant

MEMORANDUM

TO: Eric Hart, Town Accountant
FROM: Janice McCarthy, Health Agent *Jm*
DATE: April 24, 2017
RE: Republic Services Contract Amendment

Enclosed please find a fully executed original of the Republic Services Contract Amendment. This Amendment has been reviewed and approved by Town Counsel.

Please let me know if you need anything further.

AMENDMENT TO COLLECTION CONTRACT

THIS AMENDMENT TO COLLECTION CONTRACT (this "Amendment") is entered into as of September 1, 2016 (the "Amendment Effective Date") by and between Allied Waste Services of Massachusetts, LLC d/b/a Allied Waste Services of Marshfield // Republic Services of Marshfield (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 (the "Collection Contract");

WHEREAS, pursuant to the Collection Contract, the Contractor agreed to distribute Carts and provide services to 4,420 units (the "Original Unit Count");

WHEREAS, the Town subsequently notified the Contractor that the Town desired the Contractor to distribute Carts and provide services to a maximum of 4,950 units (the "Corrected Unit Count"); and

WHEREAS, the Town and the Contractor have agreed to amend the Collection Contract with regard to the Corrected Unit Count and other related issues.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other 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. **Delivery of Additional Carts**. To provide services to the additional units included in the Corrected Unit Count, the Contractor, at the Town's request, has purchased five hundred (500) additional 65 gallon Garbage Carts and five hundred (500) additional 95 gallon Recycling Carts (the "Additional Carts"). The Contractor will distribute additional Carts on or about September 15, 2016 (the "Additional Cart Delivery Date").
3. **Reimbursement for Additional Carts**. Section 15 of the Collection Contract is hereby amended by deleting the last paragraph in its entirety and replacing it with the following paragraph:

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

thousand (1,000) Carts (or the actual number of Carts equivalent to the purchase price of \$47,250.00) and the Additional Carts shall become the sole and exclusive property of the Town. The Town shall not seek personal property tax reimbursement for carts provided by the Contractor pursuant to this Contract.”

4. **Payments to Contractor.** Section 16 of the Collection Contract is hereby amended by deleting it in its entirety and replacing it with the following:

“From July 1, 2016 through December 31, 2016, the Town shall pay to the Contractor equal monthly installments of Sixty-Nine Thousand Two Hundred and Fifty Dollars (\$69,250) each, plus any amounts owing for Extra Garbage Carts or under Appendix C, Appendix D, and Appendix E attached hereto, for the curbside collection of Acceptable Waste and Recyclables for each month.

From January 1, 2017 through June 30, 2017, the Town shall pay to the Contractor equal monthly installments of Seventy-One Thousand Two Hundred and Fifty Dollars and No Cents (\$71,250.00) each, plus any amounts owing for Extra Garbage Carts or under Appendix C, Appendix D, and Appendix E attached hereto, for the curbside collection of Acceptable Waste and Recyclables for each month.

From July 1, 2017 through December 31, 2017, the Town shall pay to the Contractor equal monthly installments of Seventy-Three Thousand and Thirty-One Dollars and Twenty-Five Cents (\$73,031.25) each, plus any amounts owing for Extra Garbage Carts or under Appendix C, Appendix D, and Appendix E attached hereto, for the curbside collection of Acceptable Waste and Recyclables for each month.

From January 1, 2018 through June 30, 2018 the Town shall pay to the Contractor equal monthly installments of Seventy-Four Thousand seven Hundred and Sixty Dollars and Eighty-Three Cents (\$74,760.83) each, plus any amounts owing for Extra Garbage Carts or under Appendix C, Appendix D, and Appendix E attached hereto, for the curbside collection of Acceptable Waste and Recyclables for each month.”

Effective July 1, 2018, the annual rate for collection services shall increase, and on each subsequent annual anniversary of July 1, by an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). Rates will be increased using the most recently available trailing 12 months average CPI compared to the 12 months preceding and shall not exceed 3%.

5. **Extra Garbage Carts Provided to Residents.** Any resident may request one or more additional Garbage Carts (each an “Extra Garbage Cart”) from the Town, and the Town will notify the Contractor of such request. The Contractor shall provide the first fifty (50) Extra Garbage Carts to the requesting resident at no cost to the requesting resident or the Town. Beginning with the fifty-first (51st) Extra Garbage Cart, the requesting resident shall pay the Town a fee of Eighty Dollars (\$80.00) per fiscal year (July 1 through June 30) (the “Extra Garbage Cart Fee”), prorated monthly, for each Extra Garbage Cart. The Contractor shall invoice the Town monthly for all Extra Garbage Cart Fees on the regular monthly invoice. The Town will identify the resident requesting such Extra Garbage Cart(s), the Contractor will distribute the Extra Garbage Cart(s) to the resident and provide collection services for such. A resident may discontinue the use of an Extra Garbage Cart at the end of any fiscal year by providing the Town with notice that it wishes to do so, and the Contractor shall pick up such Extra Garbage Cart as of such discontinuation. The Contractor shall at no time have any obligation to return any Extra

Garbage Cart Fees to the Town in the event of a resident discontinuing its use of the Extra Garbage Cart. All Extra Garbage Carts will be affixed with the Contractor's logo and shall remain the property of the Contractor.

6. **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.

7. **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.

8. **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.

9. **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.

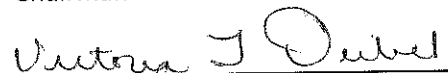
10. **Miscellaneous.** (i) The provisions hereof are binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; and (ii) this Amendment and the Collection Contract constitute the entire understanding between the Parties in respect to the subject matter hereof.

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

Patricia Halliday
Member

Allied Waste Services of Massachusetts, LLC

By: 

Name: David Connor
Its: General Manager