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TOWN OF ANDOVER, MASSACHUSETTS

SOLID WASTE COLLECTION & TRANSPORTATION; SOLID WASTE DISPOSAL; RECYCLING MATERIALS COLLECTION, RECYCLING MATERIALS DISPOSAL

CONTRACT AND SPECIFICATIONS

THIS AGREEMENT (this "Agreement"), is made on July 1, 2024 by and between the Town of Andover, Massachusetts acting through its Town Manager hereinafter called "Owner" or "Town" and

Allied Waste Services of Massachusetts, LLC d/ba/ Republic Services of Tyngsboro ("Republic" or "Contractor")

385 Dunstable Road
Tyngsboro, MA 01879
774-488-3524

Republic and the Town of Andover have entered into this Agreement for Solid Waste Collection & Transportation; Solid Waste Disposal; Recycling Materials Collection and Recycling Materials Disposal, dated effective July 1, 2024.

Now, therefore, in consideration of the mutual covenants contained in this Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Term. The parties agree that the term of this Agreement shall begin on July 1, 2024, and end on June 30, 2029, with an option to extend upon mutual agreement.
2. Annual Solid Waste Collection, Transportation and Disposal; Recycling Collection and Disposal. The parties agree to the pricing set forth below in its entirety.

Annual Collection Costs Year 1	
Yard Waste Collection	\$ 7,074/week x 12 weeks = \$ 84,888
Roll Off Containers	\$ 325/haul x 131 hauls** = \$ 42,588
Collection for Weekly MSW, Every Other Week REC, Bulk	\$ 2,519,233
	** This number is based on the total number of hauls over the last 12 months. Please note, the total annual amount is subject to change based on the number of hauls requested
Disposal/Processing Costs:	
MSW Disposal:	\$ 106.74 per ton
Recycling Processing:	Pass through cost

In addition to the pricing set forth above, the parties agree to an additional surcharge to all costs set forth above during the months of July, August, September, and October of 2024 in the amount equal to the July 1, 2023-June 30, 2024, annual pricing plus 20% (twenty percent) of the costs. As of November 1, 2024, the surcharge shall cease, and the pricing shall revert to the numbers listed above.

3. Price Increases. The parties agree that the following shall apply as of the Effective Date of this Agreement:

- a. Recycling Processing Charge/Credits: Monthly pass through of the actual single-stream recycling processing charge/credit including transportation and any contamination charges to be billed separately by ton. Contractor may change the location for recycling processing to the Republic Services Peabody Recycling Facility or its Transfer Station, when capacity is available.
 - b. Fuel Adjustment: Republic shall be entitled to a quarterly fuel adjustment (increase/decrease) based on the previous quarter's Environmental Industry Association (EIA) New England Average Diesel Rate per gallon as compared to the Fuel Peg Base of \$4.32 multiplied by actual monthly gallons.
 - c. Annual Adjustment: All rates set forth in Section 2 of this Agreement shall be adjusted annually each July 1 by 5.5%.
4. Community Partnership Funding: Republic will provide the Town annually with Community Partnership Funding in the amount of \$7,500. The Town leadership will determine each year how these funds are to be utilized.
5. Municipal/School Buildings Collection. During the execution period of this Agreement, Republic shall continue to provide the same service levels for the collection of Solid Waste from municipal/school buildings as part of the rates set forth in Section 2. Exhibit A to this Agreement lists the current service levels and container sizes for municipal/school buildings in the Town. If there are increases or decreases during the execution period of this Agreement to service frequency, container sizes or quantities, the parties agree to negotiate in good faith for a prorated increase/decrease adjustment to the contract rates.
6. Automated Curbside Collections. The parties agree that effective July 1, 2025, Republic shall provide automated curbside collection for Solid Waste and Recyclable Materials.
7. In connection with the transition to automated curbside collection, Republic will purchase 11,100 95-gallon carts with wheels and RFID tags and 11,100 65-gallon carts with wheels and RFID tags, with hot stamp (the "New Carts"). Additionally, Republic shall assemble and deliver one (1) 65-gallon cart and one (1) 95-gallon cart to the 11,100 residents in the Town. The Town shall provide a staging area within Town limits for the assembly of the New Carts and will provide an address list four weeks prior to assembly and delivery start date of July 1, 2025. Republic shall charge the Town, and the Town shall pay Republic, a total cost of \$1,223,820.00. The annual cost for the New Carts is \$305,955.00. Beginning July 1, 2025, Republic will invoice the total amount of 1/12th of the annual cost each year and include it in the monthly invoices sent to the Town. Once the Town pays for the full price of the New Carts at the end of the term of this Agreement, the Town will own the New Carts. Should the Town remit payment sooner than the end of the term of this Agreement, title will be transferred to the Town at that time. Additional cart quantities and/or cart sizes are subject to additional costs.
8. Periodic Rate Review. 12 months following the start of services, and every other year following, the Contractor may bring forward a request for contract rate review, based on underlying account assumptions or circumstances that have changed since contract execution. Request to align pricing with unforeseen changes or new information shall enable the contract to remain in line with original returns and shall not be unreasonably withheld.
9. Electrification of Collection Fleet. During the term of the contract, Contractor may approach the municipality to adopt conversion of the collection truck(s) to electric vehicles. Upon approval of the Town, the Contractor shall propose an incremental Price Increase for each electric truck placed into service. Any rate increase attributable to the conversion to electric trucks shall be considered an updated rate for an updated service level notwithstanding any Annual price

Adjustment already applied during the year of electric truck roll-out. Rates for electric trucks will be subject to the Annual Price Adjustment following initial roll-out.

10. **Prevailing Wage Rate:** The parties agree that the collection rates under this Agreement shall be adjusted retroactively for any change in the Prevailing Wage rate. Any time the Town receives an updated Prevailing Wage Sheet from the Massachusetts Department of Labor Standards, a retroactive adjustment will be made based on the effective date of the Prevailing Wage sheet. Republic will pass through to the Town any wage increases above the annual rate escalators as required by the new Prevailing Wage sheet.

DEFINITIONS

Bulky Item - herein means any large item a resident puts out with their four (4) plastic bags or equivalent containers that is **not** on the State of Massachusetts' DEP "Waste Ban List," including items such as furniture, bureaus, and mattresses that are predominantly non-metallic, that do not fit in solid waste receptacle and that do not weigh more than 50 pounds each. This does not include construction or demolition debris or White Goods/Large Appliances.

Bi-weekly – Collection that takes place every other week.

Cart – 95-gallon and 65-gallon, two-wheeled cart/container, with attached lid in a universal design compatible with semi-automated and automated lift systems.

Christmas Trees – Trees that are specifically purchased or used by residents for the Holidays during the winter season ranging from 1' to 12' in height and not to exceed more than 1 per household. Trees ranging from 7' to 12' require the resident to cut them in half for disposal.

Commercial Establishments - herein means any establishment used for commercial (i.e., business or retail) purposes and not for industrial, residential or municipal purposes.

Commonwealth – means the Commonwealth of Massachusetts

Construction Debris - herein means rubbish from construction, remodeling demolition and repair operations on houses, commercial buildings, and other structures, including but not limited to, excavated earth, stones, brick, plaster, wallboard, lumber, rubble, concrete and waste parts occasioned by demolition, installations and repairs.

Contract Documents - (i) the "Contract and Specifications", (ii) the Prevailing Wages, (iii) the Performance Bond and (iv) the Payment Bond, (v) any provision of local, State or Federal law, bylaw or regulation which are all made a part of this Agreement by reference.

Contractor – Shall mean the Vendor with which the Town of Andover enters into a contract for the following services: collection and hauling of solid waste; solid waste disposal; the collection and hauling of recyclable material and the disposal of recyclable materials pursuant to this Agreement.

Compost Site - herein means the Town of Andover’s compost site located on High Plain Road in Andover or such other site in Andover as may be designated by the Town to the Contractor. This site is for the disposal of yard waste collected curbside as specified under the solid waste collection portion of this Agreement.

Compostable Plastic Products –plastic product that is identified or marketed as compostable, biodegradable or decomposable or is deemed “compostable” by ASTM d 6400.

Director– herein means the Director of Public Works of the Town of Andover or his/her designee or successor in title.

Disposal Cost – Recycling – herein means the charge levied by the disposal facility for accepting the recyclable materials.

Disposal Cost – Solid Waste – herein means the charge levied by the disposal facility for accepting the refuse, unless the waste delivered is not conforming as described in this Agreement or constitutes or contains Excluded Waste.

Environmental Laws - means (i) all statutes, regulations, rules, ordinances, codes, licenses, permits, orders, decrees, approvals, plans, authorizations, and similar items (whether previously existing, now existing or hereafter enacted, amended, promulgated or issued, and whether or not contemplated by the parties as of the date of this Agreement) of the United States, the Commonwealth or any political subdivision thereof or of any agency, department, commission, board, bureau or other instrumentality of any of them, (ii) all binding and final judicial and administrative decrees, judgments and orders (whether previously existing, now existing or hereafter enacted, amended, promulgated, or issued, and whether or not contemplated by the parties as of the date of this Agreement), and (iii) any common law theories of liability applicable to claims, demands, requirements, damages, costs or expenses, in each case relating to or addressing the pollution, contamination, protection, or remediation of the environment or the protection or restoration of natural resources, including, but not limited to:

a. the Comprehensive Environmental Response, Compensation and Liability Act (42 US.c. Sections 9601 et seq.) including the Superfund Amendments and Reauthorization Act of 1986, Resource Conservation and Recovery Act (42 US.c. Sections 6901 et seq.), Clean Air Act (42 US.c. Sections 7401 et seq.), Hazardous Materials Transportation Act (49 US.C. Sections 1801 et seq.), Clean Water Act (33 US.C. Sections 1251 et seq.) including the Water Pollution Control Act, Insecticide, Fungicide, and Rodenticide Act (7 US.C. Sections 136 et seq.), Toxic Substances Control Act (15 US.c. Sections 2601 et seq.), Safe Drinking Water Act (42 US.c. Sections 300(f) et seq.), the Endangered Species Act (16 US.c. Sections 1531 et seq.), the Medical Waste Tracking Act (42 US.C. Sections 6992 et seq.), and the Emergency Planning and Community Right-to-Know Act (42 US.c. Sections 11001 et seq.), and any analogous state or local laws or ordinances, including, but not limited to, the Massachusetts Hazardous Waste Management Act (Mass. Gen. Laws c. 21 C), and Massachusetts Oil and Hazardous Material Release Prevention and Response Act (Mass. Gen. Laws c. 21E), and any regulations promulgated pursuant to any such federal, state or local laws or ordinances; and

b.) all requirements pertaining to reporting, licensing, permitting, investigation, remediation, mitigation, and/or removal of any releases or threatened releases of chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes (whether solid, liquid or gaseous), into the air, surface water, groundwater or land, or otherwise relating to the processing, distribution; use, treatment, recycling, storage, disposal, transport or handling of chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes (whether solid, liquid or gaseous).

Excluded Waste - herein means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, items not included in Solid Waste/Acceptable Waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, those items banned from disposal as per 310 CMR 19.017 and Massachusetts Mercury Disposal Prohibition, ineligible Commercial Refuse, industrial Refuse, ashes from heating plants, wood and coal stoves, stones, rocks, automobile parts, sewage wastes, dead animals, Construction Debris, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

Garbage - herein means the putrescible waste from handling, processing, storage, sale, preparation, or cooking of food.

Hazardous Waste – herein means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Holiday - when used in connection with days of collection, shall include Sundays in addition to the following eleven Holidays: New Year’s Day, Martin Luther King Day, President’s Day, Patriot’s Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day and such other holidays as shall be mutually agreed upon in writing by the Contractor and the Town. Should any Holiday fall on a Saturday or Sunday, the Town will determine if and where the Holiday shall be observed, thereby having no collection that day, resulting in a delay of one day for collections. The Contractor may, at the beginning of the Fiscal Year, July 1, adjust the above-described holidays only with written notification to the Town 180 days prior.

Household – Shall mean a single residential dwelling unit within a single or multi-family complex.

Industrial Establishments - herein means any establishment used for industrial purposes and not for commercial, residential or municipal purposes.

Industrial Waste - herein means the waste from manufacturing processes, manufacturing operations, food processing plants, slaughterhouses and building rubbish.

Landfill – means the site utilized for the disposal of solid waste generated at, by or from the Solid Waste Disposal Facility

Managing Agent - A full-time employee of the Contractor who shall work with the Town to address resident complaints, educate residents about solid waste and/or recycling, identify unacceptable waste placed at curbside and other duties outlined in this Agreement.

Non-Compliance Sticker – a brightly colored sticker able to be marked indicating the reason why the material left curbside was not collected, be it solid waste or recycling materials. Contractor is responsible for providing the non-compliance stickers and “tagging” with the sticker to properly inform the resident why the

materials were not collected. Stickers shall include Contractors contact information along with the contact information for the Town as provided by the Director.

Recyclable Material - herein shall be understood to mean all materials included in the Town's curbside recycling program which shall include, but not be limited to, newspapers, magazines, junk mail, office paper, phone books, paperboard (cereal and cracker boxes) all colors of glass containers, steel/tin cans and containers, corrugated containers (cardboard – broken down and flattened with size contingent on truck door opening) and plastics #1 thru 5 and #7 and aluminum cans and containers. # 6 is no longer accepted. This list is subject to change at any time as necessary to (a) comply with local and state regulatory authorities, including but not limited to the Massachusetts DEP, and or (b) meet the third-party processor's requirements.

Refuse/Rubbish – Solid waste not including Recyclable Material.

Residential Unit – herein shall be understood to be a dwelling within the corporate limits of the Town occupied by a single family. Up to a total of six (6) Residential Units within specified condominium complexes and apartment complexes, whether of single or multi-level construction, shall be treated as a Multi-family. Each residential unit shall be subject to a weekly trash disposal limit of one 65-gallon cart and one bulky item per week, per residential unit. Each residential unit shall be subject to a bi-weekly week recycle limit of one 95-gallon cart. Cart quantity and size per residential unit may be adjusted by mutual agreement of Contractor and Town carts per residential unit. Multi-family complexes not meeting the definition above and grandfathered by the Town of Andover's Board of Selectmen shall continue to receive solid waste and recycling service with the listing of said complexes found in Appendix A.

Single Stream Recycling – Shall mean the process and methodology of commingling all recyclable materials such as paper, plastic, metal and glass in one 95-gallon cart, not weighing more than 333 pounds each. Collection of recycling will be of cart contents only. Anything left outside the cart (excluding Bulk items) will not be collected. Cart quantity and size may be adjusted by mutual agreement of Contractor and Town.

Solid Waste/Acceptable Waste - herein referred to as "solid waste", shall include garbage, refuse and rubbish from all Municipal establishments and private non-commercial establishments and residences, with the exception of septage and sewage, manure, construction debris, industrial wastes, leaves/yard waste, and items on the State's DEP "waste ban" list and useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids subscribers discard in their trash cans. Solid waste means all municipal solid waste collected and disposed of by or on behalf of the Town, but excluding (i) explosives, ammunition and ordnance materials; pathological and biological wastes, (ii) asbestos and asbestos products, asphalt, radioactive materials, oil sludge and highly flammable substances, (iii) cesspool or other human wastes, liquid wastes, human and animal remains and leaves and yard waste (other than amounts legally acceptable in municipal solid waste), (iv) motor vehicles or large parts thereof, lead acid batteries, motorcycles, auto springs, auto transmissions, trailers, farm or other large machinery or large parts thereof and marine vehicles or large parts thereof, (v) large concentrations of plastics and tires, asphalt shingles, wallboard, sheetrock and wire and cable, (vi) non-burnable construction materials and demolition debris, (vii) cleaning fluids, crankcase oils, cutting oils, petroleum products (including without limitation, drained oil), oil based paints, acids, caustics, pesticides, insecticides, poisons, drugs (excluding liquids placed in an absorbent material), chemicals and fine powdery earth used to filter cleaning fluid, (viii) tree logs, tree stumps and any item of waste (other than mattresses, sofas or furniture) exceeding six feet in anyone of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of twelve inches could be contained within such solid mass portion, (ix) all large household appliances, commonly referred to as "white goods", including, without limitation, refrigerators, stoves, dishwashing machines, washing machines, drying machines, water heaters, and the like, (x) any Hazardous Substance or other item of waste the disposal or processing of which by SWDF would be in violation of any Environmental

Laws (except for de minimus amounts legally acceptable in municipal solid waste), and (xi) any item of waste which SWDF, after consultation with the Town, reasonably believes the processing of which will damage the Facility. The parties recognize that some substances which are not, as of the date of this Agreement, considered Hazardous Substances or which SWDF is not prohibited from processing at the Facility under any Environmental Laws may be determined subsequent to the date hereof to be Hazardous Substances or which SWDF may be prohibited from processing at the Facility under Environmental Laws and, at the time of such determination and upon written notice thereof by SWDF to the Town, such substances shall cease to be Acceptable Waste. Solid waste can be contained in Bags and/or Containers. Excluded Waste is specifically excluded from solid waste. Any Recycled Items are also specifically excluded from solid waste.

Solid Waste Disposal Facility – herein referred to as SWDF, where all solid waste must be delivered to as designated by said contract beginning on July 1, 2024.

Tipping Fee – means the fee for disposal of solid waste per ton at the SWD Facility.

Ton – means a short ton of 2,000 pounds

Town - herein means the Town of Andover, a municipal corporation, and shall include all streets and ways, all buildings and improvements, as set forth on an official map on file in the Department of Public Works Engineering Department.

Town Manager – an official appointed to direct the administration of a Town government.

Trash Limit - The Town's trash limit is one 65-gallon cart, not weighing more than 230 pounds each and one (1) Bulky Item per week. Cart quantity and size may be adjusted by mutual agreement of Contractor and Town. Collection of trash will be of cart contents only. Anything left outside the cart (excluding Bulk items) will not be collected. The Town shall assist the Contractor's Managing Agent in educating and monitoring the trash limit. The Contractor will advise the Town of any abuse and excessive trash found curbside.

White Goods/Large Appliances – including but not limited to; hot water heaters, furnaces, stoves, refrigerators, water coolers, bubblers, dishwashers, clothes dryers, washing machines, freezers, air conditioners, and dehumidifiers. These items are not acceptable with regular curbside collection. Residents are responsible for white good disposal and cost of such disposal.

Workday - herein means any calendar day on which the Contractor is obligated to perform any service pursuant to the Contract Documents.

Yard Waste - shall mean twigs/branches, grass clippings, leaves, dead flower and vegetable plants, pine needles/cones, hedge clippings, real authentic Christmas trees and brush/branches less than one (1) inch in diameter. Yard waste is required to be set out in compostable paper leaf bags or open containers. Yard waste is not acceptable in plastic bags of any size or type. Yard waste is to be collected for twelve (12) weeks per year as designated by the Town. Yard waste is to be collected in a separate truck, on the same day as solid waste collection.

1. SOLID WASTE COLLECTION SCOPE OF SERVICES

Collection

The Contractor shall provide for the weekly collection of municipal Solid Waste from all eligible and participating Residential Units, municipal, and school facilities as listed in Exhibit B, and certain public housing complexes, and specified events and public space venues within the Town of Andover in compliance with all applicable laws, as set forth herein. The Town shall assist the Contractor's Managing Agent in year 1 of this Agreement, with the enforcement of four (4) bags or receptacles, not weighing more than 50 pounds each, per week, solid waste disposal limit (during Year 1), plus one Bulky Item. At the beginning of Year 2, the Town of Andover will move to Automated Collection including one 65-gallon solid waste cart and one Bulky Item per week, and one 95-gallon recycling cart bi-weekly. Cart quantity and size may be adjusted by mutual agreement of Contractor and Town. Collection of solid waste and recycling will be of cart contents only. Anything left outside the cart (excluding Bulk items) will not be collected. The Contractor shall collect according to collection routes designated by the Director of Public Works, or his authorized personnel. A map of the Collection Route may be found in Appendix F.

Municipal Facilities & Schools

The Contractor shall provide collection of solid waste from Municipal Facilities and Schools as listed in Appendix B.

The Contractor shall be responsible for supplying and maintaining appropriately sized Rubbish containers/dumpsters for Municipal Facilities and Schools at no additional cost with the exception of the barrels for the "Municipal Refuse Barrels Collection," which will be provided by the Town as designated in Appendix B, Table 5. At any time and from time to time during the term of this Agreement, the Town may, request a different size container, or add pickups from containers located at municipal facilities and schools at the rates set forth herein, and may delete entirely a pickup from any or all locations listed in Appendix B.

Bulky Items

The Contractor shall be required to pick up no more than one (1) Bulky Item per unit per week from residents as part of the weekly Solid Waste collection. If for any reason a Bulky Item is unable to be collected the day of the route due to size, shape and weight of the item, the Contractor is to contact the Town with the address and the expected day of pickup. All Bulky Items must be collected no later than the last day of collection each week.

Yard Waste Collection

The Solid Waste Collection Contractor shall provide 12 weeks of Yard Waste collection from residents; 6 weeks in the fall and 6 weeks in the spring. Determination and schedule of Yard Waste collection is at the sole discretion on the Town and will be determined by June 15th, prior to the start of the Contract Year. The Contractor shall collect leaves from an approved receptacle the resident uses such as paper leaf bags or barrels with an open top. The Contractor shall not collect yard waste in plastic bags. The Contractor shall deliver the collected yard waste to the Town's composting facility located at Bald Hill on High Plain Road. The contractor is **PROHIBITED** from mixing in "Yard Waste," with "Solid Waste" as defined in this Agreement. The Contractor is to use special care in preventing any such contamination from happening by use of a separate truck specifically for Yard Waste collection. **The Contractor must complete any missed stops on the next collection day and provide the Town with a list of completed pick-ups.**

White Goods/Large Appliances

The Contractor providing Solid Waste collection shall **not** be required to pick up White Goods/Large Appliances. White Goods disposal will be the responsibility of the resident to privately contract with a disposal company. Proper disposal of these items shall be at the sole expense of the resident.

Excluded Waste/Construction Debris

The Contractor is **not** required to collect or dispose of Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such

situations, Contractor shall contact the Town of Andover and the Town of Andover shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Town of Andover shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste.

Materials from Other Sources

When performing Solid Waste collection service under this Agreement, the Contractor's vehicles shall only collect, transport and dispose of Solid Waste from the service recipients as established under the terms of this Agreement. At no time during the performance of work under this Agreement shall the vehicles for this Agreement collect, transport or dispose of materials from any other municipality or any privately contracted customers of the Contractor.

2. SOLID WASTE MATERIALS DISPOSAL SCOPE OF SERVICES

Acceptance of Acceptable Waste

The Contractor shall dispose of all Solid Waste at SWDF. Contractor shall pass through SWDF disposal costs, billed per ton, at rates stated in this Agreement, to the Town.

3. RECYCLING COLLECTION & TRANSPORTATION SCOPE OF SERVICES

Collection

The Contractor shall collect all Recyclable Materials as outlined below from the Town of Andover's eligible participants and shall be responsible for the transportation of Recyclable Materials to a materials recovery facility ("MRF"). The Contractor shall provide for the collection of municipal Recyclable Materials from all eligible and participating Residential Units, Municipal, and School facilities, and certain public housing complexes and specified events and public space venues within the Town of Andover in compliance with all applicable laws, as set forth herein. Collection shall be made as indicated in Appendix B, on or at curbside (or nearby in winter). Collections shall be on the same days of the week for each housing unit. Collection frequency will be bi-weekly. The Contractor shall collect according to collection routes designated by the Director which may be found in Appendix F.

Residents are allowed to use the following receptacles for Recyclable Materials: Year 1, 18 gallon bin provided by the Town, receptacle such as a barrel with two red recycling stickers with the wording "Bottles and Cans" prominently displayed on either side (stickers available from the Town to residents at no charge), or a large cart with an imprinted recycling logo prominently displayed. Each receptacle is not to weigh more than 50 pounds, regardless of the material under manual collection. The weight allowance is subject to change when automated collection begins effective July 1, 2025 to a 95-gallon cart not to exceed 333 pounds, 65-gallon cart not to exceed 230 pounds, and 35-gallon carts not to exceed 125 pounds.

Plastic bags of any kind are not acceptable receptacles for recycling and may be rejected by the Contractor. The Contractor is responsible for tagging the recycling indicating why it was non-compliant to further educate the resident of the proper way to recycle.

Single Stream

The Contractor shall provide Single Stream recycling services to the Town. The Contractor is solely responsible for the transportation and delivery of all single stream materials. The Town is responsible for transportation, processing fees, and other charges of the third-party processor, including but not limited to rejected load fees and disposal fees for any rejected loads.

Items which are accepted are:

- Fibers – Paper, cardboard, newspapers, magazines, mail and unlined cartons
- Glass – Clear and colored bottles, jars, food and beverage containers
- Plastic – Containers made from plastics #1-5 and #7 including bottles and jugs
- Metal – Aluminum, steel and tin cans and foil packaging free from any food or other contamination

Items which are NOT accepted are:

Tissues, napkins or paper towels. No wallpaper or metallic wrapping paper or tissue paper. No soiled, greased or remaining food particles which make product unacceptable, including but not limited to, pizza boxes, pastry boxes, and un-rinsed takeout containers. No cookware, drinking glasses, plate glass, ceramics, automobile glass, light bulbs of any kind. No oil contaminated containers, paint cans and coat hangers. No polystyrene (#6) including expanded (EPS) which includes Styrofoam and non-expanded (PS), plastic bags or filmy plastics. No shredded paper, confetti or shredded form of an otherwise recyclable material. No materials shall contain any hazardous or toxic substances.

**Acceptable Recyclable Materials – is also outlined in the Town's *Recycling and Trash Guide for Residents.*

Changes to Acceptable Recyclable Materials: When deemed necessary to alter the list of acceptable Recyclable Materials from its current revision as outlined above, The Contractor shall communicate said changes no later than May 30th of the fiscal year prior to the year changes are to take place. Enforcement and/or rejection of containers or loads with newly excluded Recyclable Materials shall begin no earlier than 6 months after the start of the fiscal year in which the change takes place or if otherwise specified by the Massachusetts Department of Environmental Protection. The Contractor shall provide assistance to the Town on communicating any changes as outlined below under “Education to Community”.

Municipal Facilities & Schools:

The Contractor shall provide collection of Recyclable Materials from Municipal Facilities and Schools as listed in Appendix B.

The Contractor shall be responsible for supplying and maintaining appropriately-sized recycling containers for Municipal Facilities and Schools at no additional cost with the exception of the barrels for the “Municipal Refuse Barrels Collection,” which will be provided by the Town. At any time and from time to time during the term of this Agreement, the Town may, request a different size container, or add pickups from containers located at municipal facilities and schools at the rate set forth herein, and may delete entirely pickup from any or all locations listed in Appendix B.

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 B. As deemed necessary by the Town, the Contractor shall adjust the number and/or size of containers at any given site to accommodate the 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 B. These dumpsters may also be used for Single Stream recycling if deemed necessary by the municipal facility. Collection from Schools shall be made at least one-half hour before the start of the school day. In the event that collection must be conducted at another time, collection may not occur within one-half hour of arrival or dismissal time. No collection from Schools or Municipal Facilities shall occur before 6:00 am or after 5:00 pm without prior approval of the Director of Public Works or his/her designee.

Contaminated Recyclable Materials

The Contractor will take commercially reasonable steps to ensure that Recyclable Materials collected at curbside are not contaminated. If the Contractor discovers improperly prepared or improperly set out materials, it shall follow the procedure outlined in the section below titled, "Improperly Prepared Materials".

The Contractor and the Town will work together to educate residents on contamination. Contamination is considered any non-Recyclable Material placed in containers for recycling pickup. The Contractor shall refer to Massachusetts Department of Environmental Protection for guidelines of what is acceptable and what is not.

The Contractor shall be entitled to dispose, at the Town's expense, any individual load of Recyclable Material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the Town of the dates, disposal sites and tonnage of unacceptable Recyclable Material. The Town will be responsible for all costs of the first 2 loads each month of contamination charges if applicable.

Recyclables

The contractor will transport and deliver all Recyclable Materials to a recycling facility of his/her choosing. A separate weigh slip must be collected from the processing facility for each delivery. A copy of all weight slips must accompany the invoice for payment to the Contractor. The Contractor shall be responsible for assuring that material delivered to the recycling processing facility meets the processing facility specifications. Therefore, the Contractor is responsible for leaving a brightly colored non-compliance sticker in any recycling container that contains non-acceptable materials, stating the reason why the non-acceptable materials were not collected.

The Contractor reserves the right to change the specifications for Recyclable Materials to be collected if the change is a result of a change in specifications by the MRF. Any penalties imposed by the processing facility for failure to meet specifications, and any turn-backs of trucks shall be the sole responsibility of the Town.

Recycling Disposal & Pass Through Costs

The Contractor will pass-through the Recyclable Materials processing fees directly to the Town as indicated under RECYCLING PROCESSING.

4. GENERAL PROVISIONS

Start Date

The Contractor shall commence work under the terms of this Agreement as of July 1, 2024, except as otherwise provided herein. If delays are caused by Force Majeure, which shall be defined as any failure or delay which is caused by or results from acts beyond the Contractors control, including the following force majeure events (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) legal action, order or law by any state or federal (but not municipal) governmental authority; (f) national or regional emergency; and (g) power outage lasting more than three (3) consecutive days. The Contractor shall promptly notify the Town in writing at the beginning and ending of each such period. In the case of a Force Majeure, the deadline by which the Contractor must perform the work as described in this Agreement, shall be extended one day for each one day that the Force Majeure is in effect, unless otherwise agreed to in writing by the Contractor and the Town.

Permits & Approvals

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

Collection Route

The Town has provided its collection route within this document and may be found in Appendix F. There shall be no changes in the collection route or schedule without the prior written consent of the Director of Public Works, or his/her designee, which consent shall not be unreasonably withheld.

Throughout the life of the Contract the Contractor is expected to service residents in more or less the same order each week. The parties acknowledge the time of collection may vary from location to location, week to week.

Should the Contractor at any time request an alteration in routes or schedules, it shall be the sole responsibility of the Contractor to notify all affected service recipients of the changes. The method of notifying service recipients must be approved by the Town.

In the event a portion of the collection route is impassible due to construction, emergency events, snow and/or narrow streets, the Contractor shall have an alternative collection method if such impasse is longer than three days, e.g. smaller collection truck. If such impasses are less than 3 days, the Contractor will make its best effort to go back the same day or the following day for collection.

Automated Curbside Collection Carts

Beginning July 1, 2025, the Town of Andover will transition to automated curbside collection. Prior to July 1, 2025, each residential unit will receive one (1) 65-gallon cart for trash and (1) 95-gallon cart for recyclables.

All carts provided by the Contractor shall be equipped with radio frequency identification (RFID) and contain a minimum of 30 percent post-consumer recycled content.

Any Town of Andover branded carts owned and provided by the Contractor shall become the property of the Town of Andover once the Contractor receives final payment from the of Andover for these carts.

Cart Parts and Inventory. For the contracted services for which it is providing cart, the Town shall maintain an inventory of new carts for distribution to new service recipients and replacement of damaged carts.

Cart Repair and Replacement. The Contractor shall be responsible, at its own expense, for repair and replacement of carts required due to the Contractor's or its employee's fault.

Asset Management Database. The Town may maintain an electronic asset management database that tracks each cart by type, RFID code, serial number, current location, and location history. Each carts' geo location may be recorded when delivered to Service Recipients, when relocated, and when returned to inventory.

Set Out Procedures. Trucks will only collect solid waste and recyclables inside the cart. Carts must be set out three (3) feet apart, ten (10) feet from all objects including but not limited to mailboxes, cars, lamp posts, and power lines and have ten (10) feet overhead clearance.

Preparation. All Service Recipients shall place materials fully within and not exceeding the volume of program carts. Lids on carts so equipped will be able to fully close. A 95-gallon cart not to exceed 333 pounds, 65-gallon cart not to exceed 230 pounds, and 35-gallon carts not to exceed 125 pounds..

Overflow recyclables shall be placed in a Town and Contractor approved cart. Overflow trash shall be placed in a Town and Contractor approved cart.

Collection Point.

1. Single Family: Service Recipients shall place carts curbside after 7 p.m. on the day preceding scheduled collection and before 6 a.m. on the scheduled collection day. Carts must be set out three (3) feet apart, ten (10) feet from all objects including but not limited to mailboxes, cars, lamp posts, and power lines, and ten (10) feet overhead clearance.
2. When construction work is being performed in the right-of-way, carts shall be placed as close as practicable to an access point for the collection vehicle. Lidded carts shall be placed with lid opening facing the street.
3. Multi-Family, non-residential, and municipal buildings: The collection point shall be mutually agreed to by the Contractor and the Town of Andover. The collection point must provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event an appropriate location and schedule cannot be agreed upon, the Town of Andover shall mediate the dispute and designate the collection point.

Containers

No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, water-tight containers for school and municipal collection of 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 provided. Sizes and location of containers may be found in Appendix B. The Contractor may place the company logo on Contractor-supplied containers.

All containers shall be kept in a neat, clean, and relatively odor-free condition. The containers should be cleaned by the Contractor as needed. Any broken, damaged or missing 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 as needed or upon request.

Any Refuse or Recyclable Materials within a four-foot radius of dumpsters/containers shall be considered waste materials to be collected.

The Contractor will take reasonable precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within school boundaries) from any damage and will be responsible for any such damage caused by its failure to do so. Notwithstanding the foregoing, Company shall not be responsible for any damages to pavement, curbing or other driving surfaces resulting from Company providing service at customer or Town locations, except to the extent caused by Contractor's negligence or willful misconduct.

Training and Contract Familiarization

The Contractor shall provide a written training and familiarization plan to the Town sixty (60) days prior to the start of this Agreement. The Contractor will work with the Town to create an appropriate implementation plan for the new contract terms. This is to ensure that the Contractor is intimately familiar with each stop along every collection route well before this Agreement implementation date.

Private Ways

Roadways that are not built to Town standards are to be reviewed twice annually by the Contractor and the Town. Please refer to Appendix C for listing of Private Ways and their current status in regards to traversing

over the roadway safely. If a Private Way is determined to not be safe to traverse, the Contractor will notify the Director immediately to mutually agree upon a discontinuation date of curbside pickup until such roadway is repaired to its previous safe condition. The Town will notify the residents to bring their solid waste and recycling to designated location at the beginning or other location of the roadway for collection. If at any point during the life of this Agreement the "status" of the Private Way is to change from what is currently listed in Appendix C, the Contractor is to notify the Town immediately to determine any changes necessary to the collection location.

Holiday Collection

When a scheduled collection day falls on one of the following holidays (observed); New Year's Day, Martin Luther King Day, Washington's Birthday (Presidents Day), Patriots Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one business day later. The Contractor may revise the holiday schedule

Special Events, Downtown and Park Receptacles

The Contractor shall provide roll-off containers, dumpsters, carts as needed for the collection and disposal of Solid Waste, and/or Recyclable Materials for special events (see Appendix B). The Contractor will pick up Solid Waste and/or Recyclable Materials from designated containers as outlined in Appendix B-Table 1C. There will be times during the year that special events will be held in the downtown area and/or Town Office area and the Director will request downtown barrels to be emptied before the trucks leave Town, at no extra cost.

Inclement Weather

Ordinary snow and rain shall not be cause for omissions of the collection of Solid Waste and/or Recyclable Materials in accordance with the provisions of this Agreement. Collections may be rescheduled in the event of a Force Majeure and then only with prior consent of the Director, which consent shall not be unreasonably withheld. Any expected delays in excess of 2 hours must be communicated to the Director. If an event is of a larger magnitude requiring a delay of one day or more, the Town and Contractor will mutually agree on the length of the delay and the start-up/continuation of curbside collection.

Education to Community

The Town is interested in enhanced education and outreach to the Schools and to the public in implementing/increasing recycling and or waste bans on visible Recyclable Materials. The Contractor is to work with the Director to provide educational materials to the residents and Municipal Facilities, at the Contractor's cost, when and if Solid Waste and/or Recycling markets significantly change resulting in required changes to the collection and materials accepted.

5. OPERATIONS

General

The Contractor shall give attention constantly to the faithful prosecution of the work under this Agreement and shall keep the same under its personal control. It shall not assign by power of attorney or otherwise or sublet the work of any part hereof without the previous written consent of the Town Manager. It shall not either legally or equitably assign any of the Monies payable under this Agreement or any claim thereto unless by and with like consent on the part of the Town Manager and the Town Treasurer. It shall be responsible for all the acts and omissions of its employees and of all persons directly or indirectly employed by it in connection with the prosecution of the work under this Agreement.

Managing Agent, Communications, Customer Service

Throughout the terms of the Contract, the Contractor shall maintain a local office and an authorized Managing Agent in Andover or a community within 40 miles of the Town of Andover approved by the

Owner with a toll-free telephone number and shall designate in writing to the Owner the agent (supervisor, operations manager, company officer, etc.) upon whom all notices may be served from the Owner. Service of such notice upon the Contractor's agent shall always constitute service upon the Contractor.

The Town of Andover is implementing a citizen request management (CRM) system to track requests, and issues, in an effort to improve citizen service, efficiency and effectiveness resulting in measurement of performance. The Contractor will be given a login for as many employees as necessary and shall be required to utilize this system so that communication between the Town and the Contractor for the collections are tracked accordingly.

The Contractor shall maintain a regional call center to answer telephone calls throughout the day between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. This call center shall receive and log all calls from the residences and establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. **A copy of the log and a record of actions taken shall be furnished to the Director upon request.** The Contractor shall add all calls to their daily log.

The local office shall be in touch with all collection vehicles at all times via a two-way radio or cellular phone. There shall be, at all times, direct phone contact between the Town and the Managing Agent. All communication between the Town and the Contractor shall be through the Managing Agent and the Town shall not communicate directly with Solid Waste and Recyclable Materials drivers or other employees of Contractor.

Meeting Between Contractor and Town

The Contractor or Managing Agent shall meet with the Town upon request with a reasonable amount of time to review Contract performance and customer complaints and resolutions, including a list of all notices left.

Inspection and Reports

The Contractor shall be required to submit to the Town on a monthly basis, certified weight slips or records showing the quantity (in tons or pounds) of materials collected. In addition, a spreadsheet shall be forwarded to the Director on a monthly basis totaling the quantities shown on weight slips.

The Town shall have the right at any time upon reasonable advanced notice to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall promptly furnish the Town full and complete written reports of operations under this Agreement in such detail and with such information as the Town may reasonably request.

In addition, at the discretion of the Town, the Contractor may be subjected to periodic weigh-ins of materials at certified scales within the Town of Andover. The Director will select the time and place for weigh-ins. The Town will pay any direct cost incurred for the use of the scales. The Contractor will incur all other costs of the weigh-ins.

End of Route Reporting

All service requests for pickup reported to the Contractor before the relevant collection vehicle has left Town shall be responded to on the same day, unless otherwise mutually agreed by the Town and the Managing Agent. After responding to any such service request, the Managing Agent or the driver of the collection vehicle must report in writing on the service request/complaint form, no later than the following collection day.

If any collection vehicle is unable to perform collections at any addresses for any reason, or is delayed in completing their collection route for any reason, the Managing Agent must notify the Town immediately

of the difficulty. The Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are picked up on the next day for collection.

Complying with Directions

The Contractor shall comply with any and all reasonable directions that may from time to time be given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town and the Contractor may deem advisable for the improvement of the Solid Waste or Recyclable Materials collection.

Missed Pickups

The Contractor shall be required to return for all missed pickups requested by the Town within one business day. The collection vehicle shall return to the address of the resident on the same day as day of notice, unless the vehicle has already completed the daily route and left the Town, in which case they will return on the following collection day. The Contractor shall be required to collect all pickups missed due to driver error at no extra cost to the Town.

The Contractor is obligated to report promptly to the Town all cases where Solid Waste and/or Recyclable Materials put out for collection is not removed and the reason for such omission or non-collection. The Director shall upon investigation, decide whether the omission is justified based on the Contract terms and the Director's decision shall be final and binding upon the Contractor. If the omission is not found to be justified, a special collection of the material shall be made within one business day

If collections are delayed due to mechanical issues for the Contractor's vehicles, the Contractor is still responsible for collections as outlined in this Agreement. Mass DOT driver limits are the responsibility of the Contractor to provide enough drivers to complete the routes as scheduled.

Improperly Prepared Materials

When the Contractor's employees encounter improperly placed or prepared Recyclable Material, including but not limited to contamination, or Refuse, they shall follow the procedure below:

- a) Notify the Director or his/her agent with the address or location, identification and time the material was encountered.
- b) Contractor is responsible to produce, supply and apply "Non-Compliance Stickers" or labels which are to be placed on non-collected material by either the collection employees or the Route Supervisor explaining to the resident the reason why their material was not collected. Any stickers or labels must be approved by the Director prior to use. The Town may also have an active role in the placement of such stickers or labels.
- c) Upon the second and ensuing occurrences by the same service recipient within a twelve (12) month period, the Contractor shall follow the steps above but in addition shall notify the Town of a persistent problem at the address.
- d) The Contractor shall maintain a log of those addresses receiving non-collection and reasons why. The Town reserves the right to call upon the log account and the Contractor shall provide a copy of the log, along with associated pictures, to the Town upon request.

Communication with Residents

Unless otherwise agreed, the Contractor shall provide, at Contractor's expense, written notice of any changes in the route, schedule or collection of materials, made at the request of the Contractor, to all service recipients. The content of any notice must be approved by the Town.

Care of Citizens' and Municipal Property

The Contractor shall use its best efforts to see that its personnel handle waste carts and other containers with care so that the carts/containers are not damaged. The Contractor shall use care in returning empty

collection carts/containers to this location. Containers are not to be thrown, tossed, rolled or slid for any reason at any distance. Containers/carts shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Covers for Solid Waste and Recyclable Materials containers/carts shall be placed nearby container. Under no circumstances are Solid Waste and Recyclable Materials containers/carts or their covers to be thrown or allowed to roll out into the street.

If Solid Waste and/or Recyclable Materials containers/carts are damaged or destroyed by the Contractor's personnel, the Contractor shall at its expense promptly (within 48 hours) replace the damaged or destroyed cart with a similar container/cart.

Complaints and Individual Collections

The Contractor shall make any collections in individual cases arising out of complaints or otherwise, and shall comply with all reasonable orders and instructions of the Town regarding collection routes, order of collections within a route, type and condition of vehicles and equipment, and other like matters which the Town and the Contractor deem advisable for the improvement of the service rendered to the Town. The Contractor shall assure that collections are made in accordance with the provisions of the Contract. The Contractor shall also check complaints and make immediate collection as required.

If determined to be necessary by the Town, the Contractor shall also have a so-called "chase" vehicle that will inspect and follow each collection route as needed to better assure quality control.

The Contractor and the Town shall be jointly responsible for coordination of enforcement procedures between the Town and service recipients regarding materials to be recycled, appropriate set-out units, participating requirements, etc. as set forth herein.

Employees

A sufficient number of employees shall be employed by the Contractor to efficiently provide the services required by this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under the supervision of the Contractor, and all personnel engaged in the work shall be fully qualified. The Contractor and employees, agents, servants, or other persons for whose conduct the Contractor is responsible shall not be deemed to be employees of the Town and shall not file any claim or bring any action for any worker's compensation or unemployment benefits and compensation against the Town.

a) Current Employees, Training and Uniforms

The Contractor shall employ competent and courteous employees and shall immediately transfer to duties outside the Town of Andover any incompetent or discourteous employee when required to ensure the Contractor's performance of the work. The Contractor shall not again employ within the Town of Andover any employee transferred under the foregoing provisions without the consent of the Director.

The Contractor shall utilize the Town approved route maps and properly train collection employees before initiating collection in the Town and before the Contractor permits an employee to begin work in the Town.

b) New Employees, Training and Uniform

The Contractor agrees to make its best effort to properly train new employees for a period of at least two weeks prior to their assuming full responsibility for their routes. The Contractor shall provide training as reasonably required to its employees to ensure the employees understand and implement the requirements of this Agreement. All employees working in the Town of Andover must have a minimum of ten (10) hours of relevant OSHA training. Training shall be approved by the Director of

Public Works and a certification of training must be sent to the office of Public Works on an annual basis.

Employees shall wear gear that identifies them as employees of the Contractor and such gear shall include reflective safety material. At no time is any employee allowed to be shirtless while collecting in the Town of Andover.

Salvaging/Scavenging

Salvaging/Scavenging at any time is prohibited without the permission of the Town.

Mixing Solid Waste with Recycling Materials

Solid waste in containers clearly identified for Solid Waste collection shall not be comingled with acceptable Recyclable Materials under any circumstances. If Recyclable Materials put curbside are determined to be contaminated, the Contractor may dispose of with Solid Waste.

Cleanup on Route

The Contractor shall pick up all blown, littered, and broken material collected pursuant to this Agreement within two hours of complaint. Each truck shall carry at all times a broom and shovel.

Spillage of Waste or Recyclable Materials

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately. If the spill is discovered after the trucks leave the Town, the spillage must be cleaned up at the start of the next day's collection, or bear the expense of any necessary clean-up prior to the next day.

Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste involving the Contractor's services under this Agreement to the Andover Highway Division at 978-623-8800 and to the Andover Department of Public Works main office at 978-623-8700. The Contractor must also report spills to the MassDOT, MA DEP, and any other required agency in accordance with state regulations. The Contractor shall be responsible for the handling or cleanup of any hazardous materials spilled by the Contractor in accordance with State regulations.

Accidents and Breakdowns

The Contractor shall notify the Town as soon as possible of any accident or breakdown that will delay normal collection. The Contractor shall notify the Town as soon as possible of any accident involving injury or damage to private or public property in the Town.

6. EQUIPMENT/TRUCKS

Collection Vehicles

Refuse and Recyclable Materials collection vehicles shall be good working condition and meet applicable local and state requirements. Collection trucks shall be equipped with the most up to date pollution control devices available and shall be of sufficient size and capacity to operate efficiently.

The Town of Andover requires all trucks that are to be used within the Town of Andover throughout the life of this Agreement to be equipped with Global Positioning Systems (GPS) and relative technology. The GPS technology shall have accompanying display capacity or mapping capability for the Town of Andover to view the positions of collection vehicles and the appointed route supervisor in the field upon request by the Director.

The Town shall have the right at any time, upon reasonable notice to the Contractor, to increase the number of collection vehicles needed to effectively fulfill the collection of Refuse or Recyclable Materials. If upon request of such order, the Contractor fails to comply within ninety (90) days, failure to do so may constitute a breach of contract between the Town of Andover and the Contractor.

Primary Equipment and Trucks

The Contractor is responsible for the purchase and/or leasing and maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the contractual duties specified in this Agreement. Refuse collection vehicles shall be compatible for unloading at the SWDF. Recyclable Materials collection vehicles shall have the ability to mechanically lift and dump carts. All vehicles used in the collection and transportation of Solid Waste or Recyclable Materials shall be of sufficient size and capacity to operate efficiently. The collections trucks shall be maintained with the most up to date pollution control devices.

Upon execution of this Agreement and each July 1 thereafter for the term of this Agreement, the Contractor shall provide to the Town of Andover a list of equipment to be used by the Contractor to provide the services covered by this Agreement. The list shall contain, at a minimum, for each vehicle identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease and stand by location.

All equipment used by the Contractor shall be subject to inspection for sanitation, safety, and appearance and each vehicle shall be subject to approval or rejection by the Town of Andover at any time, which approval and/or rejection shall be reasonable. Rejected equipment shall be replaced by the Contractor as soon as reasonably possible.

In addition, the Town shall have the power to order the Contractor to remove from service any vehicle which does not meet the standards set forth in this Agreement, and to replace the unsatisfactory vehicle with a satisfactory vehicle.

The Town shall have the power at any time to order the Contractor to increase the number of vehicles, if in the Town's judgment such an increase is necessary for the fulfillment of the Contract in an adequate and timely manner and whose judgment shall be conclusive. If, upon receipt of any order the Contractor fails to comply with such order within thirty (30) days, such failure shall constitute a breach of this Agreement, and the Contractor shall forfeit in the form of liquidated damages the sum of Five Hundred (\$500) dollars for each day that the Contractor fails to comply with such Order; said amount to be imposed for each additional or substitute truck ordered by the Town, but not placed in service by the Contractor.

Back Up Equipment

The Contractor shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this Agreement. The Contractor shall have standby equipment available within a forty (40) mile radius of the Town. Contractor must notify the Director within one hour if any standby equipment is in use, including any identifying numbers associated with the vehicle.

Vehicle Condition, Maintenance & Repair

Bodies for the trucks to be used in this Agreement for the collection of solid waste shall be enclosed Packer Type with a capacity of not less than twenty-eight (28) cubic yards by actual measurement. Any deviations from these capacity requirements must be approved by the Director.

The Contractor shall always maintain collection equipment in a clean condition and in good repair. 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 Town of Andover.

The Contractor is responsible for insuring that audible back-up alarms, as required by state law, are always functioning properly. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations, unless such roads are declared by the Director to be impassable.

Vehicle Appearance & Signage

All collection vehicles shall have appropriate safety markings. All safety markings shall be in accordance with Massachusetts Motor Vehicles Laws and Regulations, and shall be subject to approval by the Town. The Contractor's name, website, and truck number shall be displayed on left and right sides of all collection vehicles in letters and figures not less than six (6) inches high. All replacement vehicles shall display this same information; however, it may be in the form of removable decals. Collection vehicles must be kept clean, well painted, and empty when entering the Town for collection service.

Bodies for the trucks to be used in the collection and transportation of Solid Waste and Recyclable Materials shall be enclosed, and leak proof. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be ensured. The component parts of the unit need not be a product of the same manufacturer.

The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code. The Contractor will be permitted to use auxiliary loading equipment and self-loading bodies.

All equipment used for the collection or hauling of solid waste or recyclable materials shall be thoroughly cleaned and scrubbed, both inside and outside, and sprayed with such deodorizing material as may be deemed proper by the Town at least once each week. The Town and Contractor will determine a time and location for this weekly inspection. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by the Town at any time. Rejected equipment will be repaired or replaced by the Contractor as soon as reasonably possible.

Licenses & Registration

All vehicles must maintain, at all times, current license, registration and permits as required by law. Legible copies of such paperwork must always be kept within each corresponding vehicle.

7. COMPLIANCE WITH APPLICABLE LAW

The Contractor shall comply with all applicable Federal, State and Town law, Town By-Laws, and rules and regulations, including, but not limited to, laws regarding discrimination and including any subsequent changes and any applicable judicial or administrative interpretation of such laws, By-Laws, rules and regulations excluding claims resulting from Excluded Waste. If the Contractor or its agent violates any applicable law or regulation, the Contractor shall bear all costs arising therefrom and indemnify and hold the Town harmless from any and all such costs. The Contractor shall obtain and maintain at its cost, all Federal, state and local licenses and permits required to perform the services required by the Contract.

To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable law or the provision of rubbish collection, recycling and/or transportation services pursuant to this Agreement, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Town shall not have any responsibility to make any such payment, and further, the Contractor shall indemnify, defend and hold the Town harmless for all such wages, labor costs, expenses and/or penalties, including, but not limited to, any determination or judgment related thereto and any attorney fees incurred by the Town in relation thereto or the defense thereof.

Wherever Applicable Law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Agreement. To whatever extent any provision of this Agreement shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

8. INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless the Town, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to the Town's property to the extent caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this Agreement. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial.

8.2 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

efits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
other employee benefit acts.

8.3 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance, as required under this Agreement.

9. THE CONTRACTOR'S INSURANCE

9.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable.

9.1.1. Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

9.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;

9.1.3. Claims for damage because of bodily injury, sickness or disease, or death of

any person other than its employees, and claims insured by usual personal liability coverage;

9.1.4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

9.2. The insurance required by the above shall be written for not less than the following minimum limits of liability:

9.2.1. Worker's Compensation Insurance Requirements
Workers' Compensation coverage as required by the laws of the Commonwealth of Massachusetts.

9.2.2.1. Liability Insurance Requirements

Liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents, or the following limits, whichever are greater:

Commercial General Liability Insurance (Broad Form)

Bodily Injury \$1,000,000 per person/per occurrence
 \$5,000,000 General Aggregate per project
 Or a Combined Single Limit of \$5,000,000

Property Damage \$1,000,000 per occurrence
 \$5,000,000 General Aggregate per project
 Or a Combined Single Limit of \$5,000,000

Automobile Liability Insurance

Combined Single Limit of \$5,000,000 for bodily injury and property damage per accident

Excess Liability (Umbrella) \$5,000,000

Pollution Liability \$1,000,000 per occurrence
 \$3,000,000 Aggregate

9.3. The above insurance policies shall also be subject to the following requirements

9.3.1. Certificates of Insurance and applicable, blanket-form endorsements acceptable to the Town shall be addressed to and filed with the Town prior to commencement of the work. Renewal certificates shall be addressed to and filed with the Town within ten (10) days prior to the expiration date of required policies.

9.3.2. INTENTIONALLY OMITTED

9.3.3. No insurance coverage, other than worker's compensation, shall be subject to cancellation or material change without at least thirty (30) days prior written notice to the Town.

9.3.4. All Certificates of Insurance shall be on the "ACORD" Certificate of Insurance form, authenticated by the proper officer of the Insurer or the authorized representative of the insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses which clauses shall be provided by blanket-form notice of cancellation endorsements attached to the Certificate of Insurance as applicable.

9.3.5. All premium costs shall be included in the Contractor's bid.

9.3.6. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and for a period of three (3) years after the termination of the Contract and termination of any coverage required to be maintained after payment.

9.3.7 The Town of Andover shall be named as Additional Insured on the General Liability, Automobile and Umbrella Policies

9.3.8 All liability policies shall include a blanket-form Waiver of Subrogation endorsement in favor of the Town.

10. PROTECTIVE LIABILITY INSURANCE –

10.1. The Contractor shall purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.2. The limits of liability for coverage required under the preceding paragraphs shall be as specified under the provisions hereof governing the Contractor's Automobile Liability Policy.

10.4. The Town shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required blanket-form endorsements and amendments, shall be the sole responsibility of the Contractor.

11. PERFORMANCE & PAYMENT BONDS

To secure the full and faithful performance of each and all terms and conditions of this Agreement, and as security for payment of all persons performing labor and furnishing materials and equipment in connection with this Agreement, the Contractor shall furnish a Performance Bond and a Payment Bond in an amount equal to 100 percent of the annual Contract sum with a surety company located in the United States, duly authorized to do business in the Commonwealth of Massachusetts in the form provided by the Town of Andover. Each bond is to be renewed for the succeeding year at the end of the first nine months of the first year and each succeeding year of the Contract. A duplicate copy of the bond, or its renewal, shall be delivered to the Owner annually two (2) months before July 1st.

12. ASSIGNMENT

The Contractor shall not assign this Agreement nor subject it in whole or in any part, or delegate any of the work to be performed to any other person, firm or corporation without the written permission of the Town, which consent shall not be unreasonably withheld. The Contractor shall not assign any monies due, or to become due it under this Agreement, without the previous written consent of the Town. The bankruptcy of the Contractor or any assignment for the benefits of creditors shall, at the election of the Town, terminate this Agreement.

13. LIQUIDATED DAMAGES

The Town shall notify the Contractor of each violation of the Contract. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint within seven (7) business days of receipt of notification. Failure to remedy the cause of the complaint shall be considered a breach of the Contract and for the purpose of computing damages under the provision of this section, it is agreed that the Owner may deduct from payments due or to become due the Contractor. The full listing of Liquidated Damages appears in Appendix D. Liquidated damages shall be determined by the Owner, whose decision in the matter shall be final and binding, unless appealed in writing within five (5) days after notice. Liquidated damages will not apply to the extent a breach is caused by a Force Majeure event.

14. COSTS/INVOICES/PAYMENTS

On or before the seventh day of each month, the Contractor shall submit to the Owner an invoice for one-twelfth (1/12) of the annual Contract price, subject to deductions and claims by the Town for failure to perform.

The Contractor shall be paid monthly for the work performed during the preceding month. Each monthly payment shall be one-twelfth of the annual Contract amount, including any adjustments for escalation or liquidated damages.

Change in Law Adjustments. Contractor may submit a request to the Town to increase the rates for Services as a result of increases in documented costs incurred by Contractor due to (a) changes in local, state or federal laws, ordinances or regulations; and (b) changes in costs due to a Force Majeure Event. If the Town, in its discretion, agrees to such an increase, then the foregoing cost adjustments shall be retroactive to the effective date of such increase, and shall only be effective for the duration of such increase in documented costs.

15. NON-APPROPRIATION OF FUNDS

If funds are not appropriated for this purpose in the next fiscal year, the Town of Andover shall notify the Contractor immediately and either Contractor or the Town may terminate this Agreement. In such an event, the Town shall not be obligated to make any further payments, except for payments for services rendered as of the date of termination.

16. TERMINATION

If the Director of Public Works or his designee in consultation with the Town Manager determines that the Contractor is negligently or incompetently performing the work, or any part thereof, or is unable to perform, or is not complying with the direction of the Town, or with the regulations or orders of Town Officials or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, or is disposing of the Solid Waste without a permit therefore in any municipality that requires such a permit (collectively, the "deficiencies"), excepting material breaches specifically, the Town shall give written notice of any such Deficiencies to the Contractor and may, at its election, if Contractor has failed to cure any such deficiencies within fifteen (15) days after notice of the same, terminate this Contract, by giving written notice thereof to the Contractor specifying the effective date of such notice and upon the date so specified, the Contract shall terminate. The proper exercise of this right of termination shall be in addition to, and not in substitution for, any other lawful remedy provided by this Agreement or by law. Failure of the Town to provide such notice of termination in the event of a default, or to terminate this Agreement upon a failure by the Contractor to cure such default, shall not act as a waiver of any prior to subsequent default, nor as a waiver of the right to terminate in the event of default.

In the event that either party shall be adjudged bankrupt, either by voluntary or involuntary proceedings or if either shall become insolvent or fail to meet its financial obligations, then this Agreement may be

immediately terminated by the other party and in such case shall not be treated as an asset of Contractor after said termination. This Contract is not assignable, in case of bankruptcy or insolvency, either voluntarily or involuntarily or by process of law, and shall not be or come under control of creditors or a trustee(s) of the Contractor, but shall be subject to termination as provided herein.

17. NOTICE

Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made shall be in writing, shall be delivered by hand, overnight mail or courier service, or mailed by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

Contractor:

Republic Services
385 Dunstable Road
Tyngsboro, MA 01879

Owner:

Town of Andover
5 Campanelli Drive
Andover, MA 01810

18. CLAIMS AND DISPUTES

All claims, disputes and other matters in question between the parties, arising out of or in relating to this Agreement or an alleged breach thereof, shall be decided only in the Superior Court of Massachusetts in Essex County, or the District Court of Massachusetts, the Lawrence Division.

19. AMENDMENT/WAIVER PROCEDURE

Changes to any of the provisions specified in this Agreement may occur only when mutually agreed upon by the Contractor and the Owner, set forth in writing and signed both by the Contractor and the Owner. All conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by the Town shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to the Town. No waiver by the Owner of any default or breach shall constitute a waiver of any subsequent default or breach by the Contractor.

20. CONTRACTOR'S CERTIFICATIONS

The Contractor hereby represents and certifies under the pains and penalties of perjury as follows:

- a. Organization - The Contractor is a duly organized and legally existing entity and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to execute and perform this Agreement.
- b. Authority - This Contract has been duly executed and delivered on behalf of the Contractor in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.

21. HEADINGS

The Paragraph and Sub-paragraph headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

22. SEVERABILITY

If any section, paragraph clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

23. CONTRACT COUNTERPARTS

This Contract may be signed in more than one identical counterpart, each of which shall be deemed to be an original.

24. CONFLICT OF INTEREST

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Agreement expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Agreement; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

25. CERTIFICATION OF TAX COMPLIANCE

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

26. DISCRIMINATION

The Contractor will carry out the obligations of this Agreement in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

27. CONDITION OF ENFORCEABILITY AGAINST THE TOWN

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

28. LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Agreement.

29. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Agreement are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions of Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Agreement shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Agreement.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Agreement. The Contractor shall at all times, during or after termination of this Agreement, obtain the prior written approval of the Town

before making any statement bearing on the work performed or data collected under this Agreement to the press or issues any material for publication through any medium.

30. AUDIT, INSPECTION AND RECORDKEEPING

At any time during normal business hours and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor during the term of the Contract for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, conditions of employment and other data directly relating to the Services provided under this Agreement. Such audits will not include personnel files or other materials deemed confidential by Contractor.

31. WAIVER AND AMENDMENT

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Agreement may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

32. FORUM AND CHOICE OF LAW

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the Superior Court of Massachusetts in Essex County or the District Court of Massachusetts, Lawrence Division, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

33. BINDING ON SUCCESSORS

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

34. COMPLETE CONTRACT

This instrument, together with its appendixes endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

35. TITLE TO RECYCLABLE MATERIALS

Title to Solid Waste and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

36. PREVAILING WAGES

Attached copies of Prevailing Wage Rates from the Massachusetts Department of Labor Standards shall apply to the labor required to perform all work. The Town and Contractor agree that the collection rates set forth in this contract shall be adjusted retroactively for any change in the Prevailing Wage Rate. Any time the Town receives an update Prevailing Wage Sheet from the Massachusetts Department of Labor Standards, a retroactive adjustment will be made based on the effective date of the Prevailing Wage Sheet.

IN WITNESS WHEREOF, the parties to these present have executed this Agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

ATTEST

Shirley Reynolds
(Witness)

Date: _____

TOWN OF ANDOVER (Owner)

By: *[Signature]*
Andrew P. Flanagan
Town Manager

7/8/25

Allied Waste Services of Massachusetts, LLC
d/b/a Republic Services of Tyngsboro

By: *[Signature]*
Kurt Lavery
Market Vice President

Date: *5-29-25*

Approved as to form only:

[Signature]

Douglas Heim, Town Counsel
Town of Andover

Date: *7.2.25*

Address of Contractor
385 Dunstable Road, Tyngsborough, MA
01879

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

014342-5295
014342-5297

[Signature]

Town Accountant

012/25

Date

Appendix A: Solid Waste & Recycling Data

***Households Currently Served:**

Units

SINGLE	8,844	<i>*Includes Grandfathered units listed below</i>
2 FAMILY	513	
3 FAMILY	134	
4-6 UNITS	253	
OTHER	863	
TOTAL	10,607	

Public Housing

See Appendix B, Table 4

	SOLID WASTE	COMINGLED
FY 2020	10,282	3,126
FY 2021	10,639	3,326
FY 2022	10,203	3,002
FY 2023	9,953	2,741
FY 2024	10,080	2,699

GRANDFATHERED MULTI-FAMILIES

The following complexes have been Grandfathered to receive solid waste and recycling collection per the Select Board. Collection shall be curbside and take place in accordance with the collection schedule as provided the Director of Municipal Services.

COMPLEX NAME	ADDRESS	CURBSIDE LOCATION	TRASH	RECYCLING
Hunter's Ridge	Martingale off of Poor St	Poor Street	NO	YES
Meredith Village	High Street	High Street	NO	YES
Ballardvale Crossing	18 Dale Street	Dale Street	NO	YES
Hillcrest Townhouse	49 Lupine Road	Lupine Road	YES	YES
Temple Place Condos	1-10 Temple Place	High Street	YES	YES
70-84 Essex Street	70-84 Essex Street	Essex Street	NO	YES
6-12 Maple Ave	6-12 Maple Ave	Maple Ave	NO	YES

Appendix B: Tables

Table 1- MUNICIPAL BUILDINGS

1A – SOLID WASTE

FACILITY	ADDRESS	QTY	CONTAINER SIZE	DAYS OF PICKUP
Town Offices/School Administration/Doherty Middle School	Whittier Ct.	1	35 yard self-contained compactor	Bi-weekly
Ballardvale Fire Station	corner of Clark Rd & Andover St	1	1-2 cubic yards	Wednesday
Deyermond Park	Blanchard St	1	1-8 cubic yards	Monday & Friday
Memorial Hall Library	2 No. Main St	1	1-6 cubic yards	Monday & Thursday
Pomps Pond - Summer only		1	1-8 cubic yards	Monday & Friday
Public Safety Center	32 No. Main St	1	1-2 cubic yards	Monday, Wednesday & Friday
Public Works	5 Campanelli Dr.	2	1-8 cubic yards	Monday & Friday
Recreation Lodge – Summer only		1	1-8 cubic yards	Monday & Friday
Red Spring Road Maintenance Building	Red Spring Road	1	20 yard roll off	On call for twice a month, or 24 times per year
Spring Grove Cemetery	off Abbot St	1	1-8 cubic yards	Tuesday & Friday
Town House on Main Street (Old Town Hall)	20 Main St	1	1-2 cubic yards	Monday
Water Treatment Plant	397 Lowell St	1	1-8 cubic yards	Monday, Wednesday & Friday
West Fire Station	Intersection of Chandler Rd & Greenwood Rd	1	1-2 cubic yards	Thursday

1B - RECYCLING (all carts are to be 96 gallon and provided by the Contractor. Container sizes listed and to be provided by contractor)

FACILITY	ADDRESS	# CARTS	WEEK	CONTAINER SIZE	CONTAINER SCHEDULE
Town Offices	36 Bartlet St	6	week 1		
Doherty School/School Administration	Whittier Ct	- (see schools)	week 1	35-yard self-contained compactor	Every other week. On call basis for July - August
Memorial Hall Library	2 No. Main St	8	week 1	1-6 yard	Wednesday
Public Safety Center	32 No. Main St	4	week 1		
Public Works	5 Campanelli Dr.		week 1	1-8 cubic yards	Thursday
Red Spring Road Maintenance Building	91 Red Spring Road		week 1	1-8 cubic yards	Wednesday
Water Treatment Plant	397 Lowell St	0	week 2	1-6 yard	Wednesday

1C – SPECIAL COLLECTIONS

COLLECTION EVENT	LOCATION	QTY	CONTAINER SIZE	DETAILS
HHW - Household Hazardous Waste	West Elementary School	2	30 Yard Roll Off	Delivery Friday prior to event after 4:00pm and before 7:00am, day of the event. Collection after 3:00pm on Saturday of Event and before Monday morning at 7:00am following event.
Earth Day Cleanup	Public Works	2	30 Yard Roll Off	Details to be provided one week prior to event.

Table 2- SCHOOLS

2A – SOLID WASTE

FACILITY	ADDRESS	QTY	CONTAINER SIZE	DAYS OF PICKUP
Andover High School	80 Shawsheen Rd	1	35-yard self-contained compactor	Every other Friday September-June. On call July-August
Bancroft Elementary	15 Bancroft Rd	1	1-10 cubic yards	(Monday Friday, Wednesday
High Plain Elementary/Wood Hill Middle	333 High Plain Rd & 11 Cross St	1	35-yard self-contained compactor	Every other Friday September-June. On call July-August
Sanborn Elementary	90 Lovejoy Rd	1	1-8 cubic yards	Monday, Wednesday & Friday
Shawsheen School	18 Magnolia Ave	1	1-10 cubic yards	Tuesday & Friday
South Elementary	55 Woburn St	1	1-10 cubic yards	Monday, Wednesday & Friday
West Elementary	58 Beacon St	1	35-yard self-contained compactor	Every other Friday September-June. On call July-August
West Middle School	70 Shawsheen Rd	1	1-8 cubic yards	Daily (Monday thru Friday

2B – RECYCLING

FACILITY	ADDRESS	# CARTS	CONTAINERS: QTY & SIZE	SCHEDULE CONTAINERS
Andover High School	80 Shawsheen Rd	0	35-yard self-contained compactor	Every other Friday September-June. On call July-August
Bancroft Elementary	15 Bancroft Rd	7	1-8 yard **	Every week
<i>Doherty Middle School</i>	<i>Whittier Ct</i>	<i>14</i>	35-yard self-contained compactor	Every other Friday September-June. On call July-August
High Plain Elem/Wood Hill Middle	333 High Plain Rd & 11 Cross St	16	35-yard self-contained compactor	Every other Friday September-June. On call July-August
Sanborn Elementary	90 Lovejoy Rd	8	1-8 yard	Every week
Shawsheen Elementary	18 Magnolia Ave	9	1-8 yard	Every week
South Elementary	55 Woburn St	6	1-8 yard	Every week
West Elementary	58 Beacon St	0	35-yard self-contained compactor	Every other Friday September-June. On call July-August
West Middle School	70 Shawsheen Rd	13	1-8 yard	Every week

Table 4- ANDOVER HOUSING AUTHORITY

4A – SOLID WASTE

ADDRESS	QTY	CONTAINER SIZE	DAYS OF PICKUP
Memorial Circle	2	10 cubic yards	Monday Friday, Wednesday
Stowe Court	3	8 cubic yards	Monday & Friday
Chestnut Court	2	10 cubic yards	Monday, Wednesday & Friday
Frye Circle	2	6 cubic yards	Tuesday & Friday

4B – RECYCLING

FACILITY	ADDRESS	# CARTS	WEEK
Senior Center - Frye Circle	Frye Circle	6	week 1
Andover Housing Authority	Stowe Court	4	week 1
Andover Housing Authority	Chestnut Court	2	week 1

Table 5 – MUNICIPAL REFUSE BARRELS LOCATION AND COLLECTION SCHEDULE
(barrels provided by the Town, contractor responsible for collection)

TABLE 5A – NON-SCHOOL LOCATIONS

LOCATION	ADDRESS	QTY	SCHEDULE
Downtown – Main Street*	Metal barrels/Big Belly Compactors	25	3 times a week year round
Ballardvale Playground		2	2 times a week from 4/1 – 12/1
High Plain Road Compost Site		1	2 times a week from 8/1 – 12/1
Library	2 No. Main St	2	2 times a week year round
Park at Town Offices	Chestnut St	8	2 times a week year round
Parking Lots 1 & 2	Park St/Bartlet St	6	2 times a week year round
Recreation Park		4	2 times a week year round
Shawsheen Upper & Lower Fields		6	2 times a week from 4/1 – 12/1
Town House on Main Street	20 Main St	2	2 times a week year round
Wood Park – Route 28		1	2 times a week year round
Bowling Green Field	2 Balmoral St	1	2 times a week from 4/1 – 12/1
Indian Ridge Playground	24 Cuba St	1	2 times a week from 4/1 – 12/1

***Containers to be updated**

TABLE 5B –SCHOOL LOCATIONS

FACILITY	QTY	SCHEDULE
Andover High School:		
Lovely Field (5 month period)	16	2 times a week from 4/1 – 8/31
Lovely Field (4 month period)	10	3 times a week from 9/1 – 12/1
Varsity Baseball Field	2	2 times a week from 4/1 - 12/1
J. V. Softball Field	1	2 times a week from 4/1 – 12/1
Freshman Softball Field	2	2 times a week from 4/1 – 12/1
Parking Lot (Tennis Courts)	3	2 times a week from 4/1 – 12/1
West Middle School:		
J. V. Baseball Field	2	2 times a week from 4/1 – 12/1
Varsity Softball Field	2	2 times a week from 4/1 – 12/1
Skateboard Park	1	2 times a week from 4/1 – 12/1
Doherty Middle School:		
Track	2	2 times a week from 4/1 – 12/1
Softball Field Parking Lot	3	2 times a week from 4/1 – 12/1
Baseball Field Parking Lot	2	2 times a week from 4/1 – 12/1
Playground	2	2 times a week year round
Sanborn School:		
Soccer Field	1	2 times a week from 4/1 – 12/1
Baseball Field	1	2 times a week from 4/1 – 12/1
Playground	1	2 times a week from 4/1 – 12/1
West Elementary School:		
Playground	1	2 times a week from 4/1 – 12/1
Little League Field	1	2 times a week from 4/1 – 12/1
Softball Field	1	2 times a week from 4/1 – 12/1
South School:		
Baseball Field	2	2 times a week from 4/1 – 12/1
Soccer Field	1	2 times a week from 4/1 – 12/1
Playground	1	2 times a week from 4/1 – 12/1
Bancroft School:		
Soccer Fields	2	2 times a week from 4/1 – 12/1
	60	

Appendix C: Private Ways

Private ways indicated below are to receive curbside pickup for recycling materials and recycling unless indicated by **, which requires residents on these ways to bring their solid waste and recycling to the beginning of the roadway for pickup

Allen Street
Andover Country Club Lane
Avella Circle
Baker Lane**
Black Horse Ln. (*extension*)
Bobby Jones Drive
Cardigan Road (*2 houses in Tewksbury*)
Celia Street
Central Lane
Chapman Avenue
Charles Circle
Chestnut Court
Chickering Court
Christian Way
Cider Hill Way
Clinton Court
Cormiers Way
Cottage Road
**Courtney Lane (*new off of Country Rd*)
Crescent Drive
Cullen Circle
Dallon Road - we should confirm
Dawn Circle
Dearborn Lane
Evergreen Lane
Farnsworth Road
Fosters Pond Road
Franklin Avenue
Frederick Drive
Frye Circle – *Andover Housing recycling carts*
Geneva Road
Glenwood Road (*Extension*)
Granli Drive
Gudrun Drive
Hacienda Way
Hartigan Court
Harwich Lane
Hay Bale Lane
Heather Drive
Hidden Field
Hidden Way
High Vale Lane (*extension*)
Highland Avenue
Highland Wayside

Appendix D: Liquidated Damages

1. Failure to immediately pick up materials spilled during collection.	\$150 per occurrence
2. Failure to promptly –within 2 hours -Pick up waste spilled during haul in Town or out-side Town boundaries if the Town receives a complaint of such spill.	\$500 per occurrence
3. Failure to clean up areas after trash pick-up has been missed	\$100 per occurrence
4. Failure to empty dumpsters as designated by contract	\$100 per occurrence
5. Failure to empty Town barrels as designated by contract	\$50 per occurrence
6. Willful mishandling of waste carts or recycling containers-	\$ 25 per occurrence
7. Placement of carts, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.	\$50 per occurrence
8. Following notice of complaint, failure to collect waste and/or recycling from a specific location on the same day as the regular collection Route or by 9:00 a.m. of the following day if so authorized by the Director.	\$150 per occurrence
9. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular Collection Route, or by 9:00 a.m. of the following day if so authorized by the Director or his/her designee.	\$100 per occurrence
10. Failure to pick up from any single address more than one time in a given month or three times in a six month period when the driver or Contractor is at fault.	\$100 per miss
11. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the Town.	\$250 per occurrence
12. Beginning any single collection route prior to 7:00 a.m. or notification of finishing after 5:00 p.m. without the prior consent of the City.	\$100 per day
13. Use of unmarked or uninspected collection vehicles.	\$500 per occurrence
14. Failure to clean vehicle or conveyances as provided for in this Agreement.	\$150 per occurrence
15. Failure or neglect to furnish (within 48 hours) a replacement container meeting the requirements of this Agreement.	\$200 per container not furnished
16. Disposing of as trash, those recyclable materials appropriately set out for recycling.	\$500 per occurrence, \$5,000 per truckload
17. Failure to report truck breakdown or accident within 30 minutes.	\$100 per occurrence
18. Failure to maintain direct phone, e-mail links between the Town and the lead trash and recycling drivers, as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the Town.	\$250 per occurrence

19. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.	\$1,000 per occurrence
20. Delivering any waste other than as described in this Agreement to disposal sites that will be billed to the Town.	\$5,000 per ton
21. Failure to submit weigh slips and/or detailed tonnage report with monthly invoice.	\$50 per missing slip/report
22. Submitting weight slips for materials not collected through this Agreement.	\$5,000 per occurrence
23. Failure to correct billing error within one week after notification by Town.	\$100 per occurrence
24. Failure to provide prevailing wage rate information as required under this Agreement.	\$500 per incident
25. Failure to maintain 1-800 or local phone service for Subscribers.	\$250 per 4 hours out of service
26. Use of collection vehicle marked "Town of Andover" for the collection and/or haul of waste other than provided for under the provision of this Agreement.	\$5,000 per occurrence
27. Failure to provide disposal facilities in accordance with this Agreement.	150% of per ton disposal fee

ALL DAMAGES REFERRED TO ARTICLE 13. (LIQUIDATED DAMAGES) MAY BE DEDUCTED BY THE TOWN FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR. THE FOREGOING SHALL NOT APPLY WHERE THE FAILURE IS CAUSED BY A FORCE MAJEURE EVENT. CONTRACTOR SHALL HAVE FIVE DAYS FROM NOTIFICATION BY THE TOWN TO FILE NOTICE OF APPEAL TO THE DIRECTOR OF ANY ASSESSMENT OF LIQUIDATED DAMAGES.

Appendix E: Prevailing Wage Rate (Attached separate document)

Appendix F: Collection Route Map

** Any new streets not listed on the map, shall be collected in accordance with the route assigned to adjacent street.

