Municipal Contract for Residential/Town Curbside Recycling & Trash Collection

THIS Contract made this 1st day of July, 2026 by and between the Town of Abington, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 500 Gliniewicz Way, Abington, MA 02351, hereinafter referred to as the "Town", and All State Waste, Inc., a Massachusetts corporation having a usual place of business at 582 Bedford Street, Bridgewater, MA 02324, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Town invited the submission of bids for municipal and residential curbside trash and recycling; and

WHEREAS, the Contractor submitted a bid to perform the work required to complete the above described services; and

WHEREAS, the Town has decided to award the contract therefor to the Contractor.

NOW, THEREFORE, the Town and the Contractor agree as follows:

Article 1. Definitions

Acceptable Recyclables: Refer to the *Smart Recycling Guide*.

Applicable Law: Federal, State or local law, ordinance, code, rule or regulation or other similar legislation which in any manner affects facility operations, employment, site conditions and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Commencement Date: The date when the Contractor begins providing services according to the provisions of this Contract, which is July 1, 2026.

Contaminant(s) or Contamination: Materials that are mixed with a community's recyclable material which do not meet the definition of Acceptable Recyclables and are collected along with Acceptable Recyclables.

Contract: Includes this Contract, and any attachments, exhibits, schedules and appendixes attached hereto; and it includes the Town's Request for Proposals (RFP) for Regional Recycling Processing issued by the Town of Abington dated February 8, 2021, the Contractor's Proposal submitted February 26, 2021 in response to the RFP, as amended by the Town, the Contractor's performance bond all of which are incorporated by reference and are made a part of this Contract. This Contract constitutes the entire agreement between the parties concerning the work described herein, and constitutes the entire agreement of the Parties. To the extent this Contract conflicts with the terms and provisions of the RFP and the Contractor's Proposal, the

terms and provisions of each deemed most favorable to the Town shall prevail, determined in Town's sole discretion.

Contract Manager: The individual designated in writing by the Contractor to represent it in all matters relating to the management and implementation of the Contract.

Contracted Services: The Recycling and Trash services provided by the Contractor under the terms of the Contract, and all services reasonably inferable therefrom and incidental thereto.

Contractor: The entity that is party to this Contract, whether that be a corporation, firm, individual, joint venture, or any combination thereof, and including any subcontractors thereof.

Curbside: The portion of right-of-way adjacent to paved or traveled roadways (including alleys).

Disposal Facility(s): The designated facility or facilities designated by the Town or the Contractor (as applicable) to receive Trash and meeting all Federal, State, and local requirements.

Holiday: Examples include New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, and Christmas.

Inbound: Materials tipped at the Disposal Facility or the MRF prior to any processing, sorting, or mixing with materials from other communities.

Materials Recovery Facility (MRF): A specialized facility that receives, separates, and prepares Acceptable Recyclables for marketing to end-use manufacturers.

Mercury Prohibition: Disposal Prohibition Provision of the Mercury Management Act (Chapter 190 of the Acts of 2006): As of May 1, 2008, mercury-added products cannot be disposed of in trash when they reach the end of their useful life. 310 CMR 76.00 prohibits any solid waste collector from collecting as solid waste the contents of a solid waste container that the collector knows (or reasonably should know) includes one or more mercury-added products.

Multi-Family: A residential building containing more than one single dwelling unit up to three units.

Operations Manager: The individual designated in writing by the Contractor to represent it in all matters relating to the operational aspects of the Contracted Services.

Organics/Food Scraps: Any material that is biodegradable and comes from either a plant or an animal.

Party: The Town or the Contractor (jointly "Parties").

Prevailing Wage: As defined in Massachusetts General Law c. 149, §§ 26 – 27 and administered by the Massachusetts Executive Office of Labor and Workforce Development Department of Labor Standards.

Recyclable Containers: Metal food and beverage cans, plastic bottles/jars/tubs/jugs, glass bottles and jars, clear plastic hinged containers (clamshells), clear plastic cups, and clear plastic egg cartons, including labels and caps. The list of Recyclable Containers may be expanded or reduced from time to time as determined jointly by the Town and Contractor.
Note: see www.RecycleSmartMA.org and Waste Disposal Ban requirements (310 CMR 19.017 and https://www.mass.gov/guides/massdep-waste-disposal-bans).

Recyclable Paper: Papers, newspapers, magazines/catalogs, paperbacks & phonebooks (covers ok), corrugated cardboard, and paperboard, including paper clips, staples, and metal spirals. The list of Recyclable Paper may be expanded or reduced from time to time as determined jointly by the Town and the Contractor.
Note: see www.RecycleSmartMA.org and Waste Disposal Ban requirements (310 CMR 19.017 and https://www.mass.gov/guides/massdep-waste-disposal-bans).

Recyclables: Recyclable Containers and Recyclable Paper collected as either Single Stream or Dual Stream materials.

Recycle: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).
Note: see https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations.

Recycling Receptacle: Receptacle used by Service Recipients to set out Recyclables for collection and conforming to the specifications in this Contract (e.g., wheeled carts, set-out bins, dumpsters).

Service Area: The area as specified in this Contract in which the Contractor shall provide Contracted Services.

Service Fee: The fee as defined in this Contract paid to the Contractor by the Town for Contracted Services.

Service Recipient: Any residential dwelling unit, non-residential building, or municipal building that receives Contracted Services pursuant to this Contract.

Single Family: A residential building containing one single dwelling unit.

Single Stream: A method of collecting and delivering Recyclables whereby all materials are mixed together.

Solid Waste: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).
Note: see https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations.

Town: The Town of Abington

Town Representative: The individual designated in writing by the Town to represent it in all matters relating to the management and implementation of the Contract.

Trash: Discarded materials excluding Recyclables that are otherwise defined as solid waste in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

Trash Receptacle: Receptacle used by Service Recipients to set out Trash for collection and conforming to the specifications in this Contract (e.g., wheeled carts, dumpsters).

Ton: 2,000 pounds.

Waste Disposal Bans: No person shall dispose, transfer for disposal, or contract for disposal or transport of the restricted material as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

Yard Waste: Grass, pine needles, leaves, flowers, stalks, stems in a paper leaf bag or container the weight of which shall not exceed fifty (50) pounds which will be collected curbside twice a year and dropped at the Town compost site.

Note: see https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations.

Article 2. Contract Term and Amendment

The initial term of this Contract shall be for a period of 3 years from the Commencement Date terminating on June 30, 2029.

2.1. Extension

At the option of the Town, this Contract may be extended for two (2) additional 1-year terms, subject to approval of such extension terms by vote of Town Meeting. Any Contract extension must be executed at least 3 months prior to contract expiration date.

2.2. Amendment

This Contract may not be amended, extended, or modified except by mutual agreement of the Parties in writing. Such amendment(s), when mutually agreed upon by and between the Parties, shall be incorporated into this Contract by written amendment, and executed in the same manner by the signatories hereto.

Article 3. Collection Services

3.1. Service Area and Customers

Contractor shall perform the Contract Services in accordance with the terms and conditions of the Contract, with reasonable care, in a safe manner, and in accordance with Applicable Law and good and prudent industry practices.

Service Area. The Contractor shall provide Contracted Services in the Service Area defined in Exhibit 1.

Service Recipients. The Contractor shall provide Contracted Services to:

1. All Single-Family buildings.
2. All Two-Family buildings.
3. All Three Family buildings.
4. Municipal buildings listed in Exhibit 1.
5. Condominiums listed in Exhibit 2.

Change in Service Area or Service Recipients. The Municipal Representative shall notify the Contractor of any change in the Service Area(s) or Service Recipients. In the event that the Contractor identifies changes in Service Recipients prior to being notified by the Town, the Contractor shall promptly notify the Municipal Representative who shall confirm within 14 calendar days whether to add or delete the identified Service Recipients. The Contractor shall initiate service to the added Service Area or Service Recipients or terminate service to the deleted Service Area or Service Recipients within 7 calendar days of receiving notice from the Municipal Representative.

3.2. Collection Schedule and Frequency

Hours and Days of Collection. The Contractor shall provide Contracted Services 5 days per week between the hours of 7 a.m. and 6 p.m. Monday-Friday, except on Holidays or as otherwise authorized by the Municipal Representative.

Holidays. The Contractor shall not be required to provide Contracted Services on Holidays, but for the remainder of the week following a Holiday shall shift the collection day for all Customers to the day following their normally scheduled collection day. Collection will be allowed on the Saturday following a Holiday.

Collection Schedule and Frequency. The Contractor shall provide Contracted Services on a scheduled route basis such that each Service Recipient receives each collection service on the same day each time. All Service Recipients shall receive Recyclables and Trash collection on the same pick-up day. The collection frequency shall be:

1. **Single Family:**
   a. Recyclables on a weekly basis.
   b. Trash on a weekly basis.
2. **Two-Family:**
   a. Recyclables on a weekly basis.
   b. Trash on a weekly basis.
3. **Three-Family:**
   a. Recyclables on a weekly basis.
   b. Trash on a weekly basis.
4. **Municipal building:**
   a. Recyclables see Exhibit 1.
   b. Trash see Exhibit 1.
5. **Condominiums**
   a. Recyclables see Exhibit 1 continued.
   b. Trash see Exhibit 1 continued.

Contractor will collect Residential Units' Yard Waste placed curbside (or any other location mutually agreed upon by Contractor and Town) twice per year. The collection schedule shall be set each year of the Term by mutual agreement of Contractor and Town. at Contractors' discretion, Yard Waste can be collected on the Residential Unit's regular Solid Waste collection day or on a Saturday.

3.3. Collection Receptacles

Designated Receptacles. Service Recipients shall utilize the following Recycling and Trash Receptacles:

1. Single Family:
   a. Recycling: 64 and/or 96-gallon lidded wheeled cart suitable for automated collection (see Exhibit 1).
   b. Trash: 64-gallon lidded wheeled cart suitable for automated collection.
2. Two-Family:
   a. Recycling: 64-gallon lidded wheeled cart suitable for automated collection.
   b. Trash: 64-gallon lidded wheeled cart suitable for automated collection.
3. Three-Family:
   a. Recycling: 64-gallon lidded wheeled cart suitable for automated collection.
   b. Trash: 64-gallon lidded wheeled cart suitable for automated collection.
4. Municipal buildings:
   a. Recycling: dumpster/lidded wheeled cart per Exhibit 1 suitable for automated collection.
   b. Trash: dumpster per Exhibit 1 suitable for automated collection.
5. Condominiums:
   a. Recycling: dumpster per Exhibit 1 suitable for automated collection.
   b. Trash: dumpster per Exhibit 1 suitable for automated collection.

Number of Receptacles. Single Family Service Recipients shall be allowed to utilize no more than one Recycling Receptacles and one Trash for each collection scheduled service. Unless legal in-law is determined, in which the single-family home will receive two Recycling Receptacles and two Trash for each collection scheduled service. Two Family Service Recipients shall be allowed to utilize no more than two Recycling Receptacles and two Trash for each collection scheduled service. Three Family Service Recipients shall be allowed to utilize no more than three Recycling Receptacles and three Trash Receptacles for each collection scheduled service. Residents are given the option to pay a yearly fee of $XX.XX to use an additional Trash Receptacle for each collection scheduled service. (Cost will depend on per ton price on signed contract)

Single Family residential:
   a. Trash Receptacles: 3845
   b. Recycling Receptacles: 64 gallon – 3700, 96 gallon - 145

Two Family residential:
   a. Trash Receptacles: 409
   b. Recycling Receptacles: 409

Three Family residential:
   a. Trash Receptacles: 252

b. Recycling Receptacles: 252

Receptacle Specifications: All Receptacles provided by the Town are currently in use at all residential homes. The color of the trash receptacles is green with green lids and the color of recycling receptacles is green with yellow lids and all bins have the town seal on them.

Ownership and Provision of Receptacles. Receptacles used for the Contracted Services shall be owned and provided by:

1. Single Family residential:
   a. Recycling: Town
   b. Trash: Town
2. Two-Family residential:
   a. Recycling: Town
   b. Trash: Town
3. Three-Family residential:
   a. Recycling: Town
   b. Trash: Town
4. Municipal buildings:
   a. Recycling: Contractor
   b. Trash: Contractor
5. Condominiums:
   a. Recycling: Contractor
   b. Trash: Contractor

Receptacle and Parts Inventory. For the Contracted Services for which it is providing Receptacles, the Town shall maintain an inventory of new Receptacles for distribution to new Service Recipients and replacement of damaged Receptacles. The Town shall also maintain an inventory of parts to repair damaged Receptacles.

Receptacle Repair and Replacement. The Receptacle owner shall be responsible for repair and replacement of Receptacles required due to normal wear and tear. The Town shall be responsible for repair and replacement of Receptacles required due to the Contractor's or its employee's fault. The Town shall repair or replace damaged Receptacles within 7 calendar days after being notified by Service Recipient or if identified by the Contractor.

3.4. Set Out Procedures

Residential Solid Waste Collection: Contractor will collect Residential Units' Solid Waste placed curbside. in Containers. Contractor is not to pick up any material exceeding the limit of the Container. The Town is responsible for all disposal fees associated with the Solid Waste collected from such Residential Units. Residential Units are limited to collection of one Container of Solid Waste per week, or as otherwise authorized by the Health Department.

Residential Recyclable Material Collection: Contractor will collect Residential Units' Recyclable Materials placed curbside in Containers collected weekly. Contractor is not to pick up any material exceeding the limit of the Container.

Collection Point:

1. Single Family, two-family, and three-family: Service Recipients shall place Receptacles Curbside before 7 a.m. on the scheduled collection day. Receptacle shall be placed no more than 5 feet from the public right of way in a convenient and accessible location. When construction work is being performed in the right-of-way, Receptacles shall be placed as close as practicable to an access point for the collection vehicle. Lidded Receptacles shall be placed with the lid opening facing the street.

2. Municipal buildings and condominiums: The collection point shall be mutually agreed to by the Contractor and Town. 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 shall mediate the dispute and designate the collection point.

Article 4. Contractor Responsibilities

The Contractor shall furnish all equipment, labor, materials, management, and supervision necessary to provide the Contracted Services in accordance with the requirements of this Contract.

4.1. Collection Procedures

Handling of Receptacles. The Contractor shall carefully handle all Receptacles. Receptacles shall be thoroughly emptied. Empty Receptacles shall be in the approximate location where placed by the Service Recipient with any attached lids open and unattached covers or lids placed on the ground next to the Receptacle. Receptacles shall not be placed in driveways, in front of mailboxes, in the right of way, or in any other way that interferes with traffic or mail delivery service. Receptacles shall not be bent, thrown or otherwise abused. Any type of Receptacle found in an enclosure of any kind shall be returned upright with covers placed on the Receptacle(s).

Prohibition of Mixed Loads. The Contractor shall handle Recyclables and Trash separately at all times during collection and delivery to Designated Facilities.

Dedicated Collection. The Contractor shall not combine Trash and Recyclables collected in the Service Area with any materials collected outside of the Service Area. The Contractor shall make collection vehicles, vehicle daily reports, violation lists, weigh tickets, and other documentation as needed to document compliance with this requirement available to the Municipal Representative immediately upon request.

Procedures for Non-Collection. The Contractor may decline to collect any Receptacle that is not prepared or placed in accordance with the Contract requirements. The Contractor shall not collect Receptacles of Recyclables that contain visible Contaminants in conformance with

Recyclesmartma.org (www.RecycleSmartMA.org). The Contractor shall affix a printed non-collection notice to the set out stating the reasons for non-collection, take a picture and notify the Municipal Representative on same day of declining to collect the Receptacle. The design and content of the non-collection notice shall be subject to the approval of the Municipal Representative.

Litter and Spills. The Contractor shall prevent litter and spills during the collection and transport of materials. All collected materials shall be contained fully within the body of the collection vehicle, except during the loading of materials. Hoppers on all collection vehicles shall be cleared frequently to minimize potential for litter and spills. The Contractor shall immediately clean up and repair any damage, at its own expense, caused by litter or spills that occurs during collection and transport of materials to the satisfaction of the Municipal Representative.

Disposal Prohibition. The Contractor certifies to the Town that all Recyclables collected under this contract are in fact delivered to a properly permitted MRF, broker, or end user. The Contractor is prohibited from disposing (as Trash) Recyclables collected under this Contract.

Special Needs Service. The Contractor shall provide special collection service to disabled Service Recipients at no additional cost to the Town. The collection point shall be mutually acceptable to the Service Recipient and the Contractor. The Municipal Representative shall maintain the list of Service Recipients eligible for this service.

Missed Collections. If the Municipal Representative or Service Recipient notifies the Contractor before 12:00 p.m. that the Contractor failed to provide collection service (missed collection), the Contractor shall return to the Service Recipient by 6:00 p.m. the same day and collect all Trash and Recyclables placed out for collection. If the Contractor is notified about a missed collection after 12:00 p.m., collection shall be made by 8:00 a.m. the following day. The Contractor shall report all missed collections as a complaint as part of its monthly report.

4.2. Designated Facilities

Recyclables. The Designated Facility for the Town's Recyclables is:
Waste Management Avon, MA or a mutually agreeable additional location

Trash. The Designated Facility for the Town's Trash is:
WIN Waste Taunton, MA or a mutually agreeable additional location

Proof of Capacity. The Contractor shall furnish a copy of the legally binding agreement(s) with the Designated Facility(s) that ensures adequate capacity at the Designated Facility(s) to receive the Town's Recyclables and Trash. The Contractor shall maintain said agreement for the entire Contract term and/or notify the Town within 30 in advance of changes to the agreement.

Weight Slips. The Contractor shall obtain weight slips (physical or electronic) for each load of the Town's Recyclables and Trash and retain them for the duration of the Contract.

Rejected Loads. In the event a load of the Town's Recyclables and or Trash is rejected by a Designated Facility, the Contractor shall immediately notify the Municipal Representative, adhere to the Designated Facility's load rejection procedures, and cooperate with the Municipal Representative to resolve the matter.

4.3. Collection Vehicles

Vehicle Age. The Contractor's frontline fleet shall not exceed an average age of 5 years. No single frontline vehicle shall exceed a maximum age of 5 years; no single reserve vehicle shall exceed a maximum age of 8 years.

Vehicle Identification: Contractor shall provide to the Town, and maintain throughout the term of the Contract, an up-to-date list of all vehicles including year, make and model, vehicle identification number (VIN) and truck number.

Enclosed and Watertight Vehicles. All of the Contractor's collection vehicles shall have an enclosed compartment(s) for collected materials with waterproof seals and watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the compartment(s) during loading and transport operations.

Inspection. The Town reserves the right to conduct periodic inspections of collection vehicles to ensure compliance with Federal and State commercial motor vehicle statutes, as well as the above requirements.

Reserve Vehicles. The Contractor shall have sufficient reserve vehicles, of similar size and capacity to frontline vehicles, available to complete daily scheduled Contracted Services. Reserve vehicles shall be available to replace frontline vehicles when out of service or unanticipated delays prevent frontline vehicles from completing the Contracted Services within the established hours of collection. Reserve vehicles shall be ready to go into service within 5 hours of any breakdown or delay.

Ancillary Equipment in Vehicles. All vehicles used to provide Contracted Services shall be equipped at all times with:

1. all safety supplies, equipment, and first aid required by Applicable Laws.
2. a fire extinguisher.
3. a heavy-duty broom, a rake, and a large dustpan.
4. a spill response kit.
5. an audible back-up warning device.
6. back-up cameras.

Global positioning system (GPS), RFID and Routing Software. All vehicles used to provide Contracted Services shall be equipped with a GPS locator system and RFID reading equipment that is compatible with the RFID tags utilized on Receptacles. The RFID reading equipment shall be able to acquire and transmit data to track collection events and location of RFID-tagged Receptacles. The Contractor shall utilize an office-based routing software system capable of monitoring the vehicles' movements for customer service and operational improvement processes. Upon request, the Contractor shall promptly provide its GPS logs and RFID service records to the Municipal Representative.

Maintenance and Cleaning. The Contractor shall monitor, maintain and repair its vehicles, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and

leaks. All vehicles used for the Contracted Services shall be washed and sanitized at least once weekly.

Vehicle Marking and Identification. All vehicles used for the Contracted Services shall:

1. Be painted a uniform color
2. Clearly display the Contractors logo, name, telephone number, and vehicle identification number

Alternative Fuels and Hybrid Drive Technology. The Town encourages the use of alternative fuels and/or hybrid drive technology in collection service vehicles. The Town also prefers the use of environmentally preferable hydraulic fluid in their service vehicles, which can be found on state contract VEH96.

4.4. Personnel

Contract Manager and Operations Manager. At least 60 days prior to the Commencement Date and throughout the term of the Contract, the Contractor shall provide the Town with the name, title, and contact information for the Contract Manager and one (1) or more Operations Managers. The Contract Manager shall be the official point of contact on behalf of the Contractor for all technical and administrative matters pertaining to the Contracted Services. The Operations Manager(s) shall oversee the Contractor's day-to-day operations and Contracted Services under the Contract.

Licenses and Training. At all times when operating vehicles to provide the Contracted Services, employees shall carry a valid Massachusetts license to operate the type of vehicle being operated. Employees shall be qualified and appropriately trained for the tasks assigned to them and to ensure compliance with the requirements of the Contract and all Applicable Law. The Town has the right to review the Contractor's training records.

Quality and Conduct of Personnel. The Contractor shall use competent and qualified personnel to provide the Contracted Services meeting all non-discrimination and OSHA standards. The Contractor shall perform a criminal record check for all personnel through the Massachusetts CORI database and maintain records for inspection upon request by the Town. All of the Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind.

Uniforms and Personal Protective Equipment. The Contractor shall furnish all personnel (whether full-time, temporary, or contracted) with a uniform identifying them as working for the Contractor. The uniform need not be a complete set of clothing but must be sufficient to ensure easy identification. Personnel are required to wear the uniform at all times while on duty. All collection personnel must wear a reflective safety vest with the name of the company affixed. Regardless of uniform, shirts must be worn at all times. The Town reserves the right to approve the uniform furnished by the Contractor.

Approval of Personnel. The Town reserves the right to disapprove and request replacement of any of the Contractor's personnel assigned to the Town's work, including the designated Contract Manager or Operations Manager. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contract Manager. Notwithstanding the

foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law.

4.5. Safety

Safety Plan and Safety Manager. The Contractor shall develop, implement, and comply with a safety plan for all of its operations under the Contract. The safety plan shall comply with all Applicable Laws for solid waste collections operations and equipment. A copy of the safety plan shall be provided to the Municipal Representative upon request. The Contractor shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

Safety Training. The Contractor shall provide routine safety training to all employees in compliance with all Applicable Laws. Documentation of the Contractor's training programs shall be provided to the Municipal Representative upon request.

Medical Response Procedure. A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other person that is injured and requires medical assistance during the execution of the Contract. Any injury sustained by a Contractor employee while on the job, including OSHA recordable injuries, shall be reported to the Municipal Representative immediately.

4.6 Shutdowns

Contingency Plan. The plan shall ensure that collection and disposal of Solid Waste is not interrupted.

Notification. As soon as the Contractor knows that a Shutdown may occur or has occurred, the Contractor shall notify the Municipal Representative as to the reason for the Shutdown, what services the Contractor is unable to provide, procedures that have been/will be implemented, and the timeline anticipated to resume regular operations.

Alternative Facilities. In the case of a Shutdown, it shall be the responsibility of the Contractor to locate an alternative facility or facilities if needed to ensure that the disposal of Solid Waste is not interrupted. The Contractor shall be responsible for any costs incurred for transport, Receiving, and Processing at any alternative facility, without any contribution from the Town as part of any fees due hereunder or otherwise.

Penalties and Termination. In the event of a Shutdown for any reason other than a Force Majeure event, the Contractor shall be subject to penalties pursuant to this Contract.

4.7 Office and Website Requirements

Office Requirements. The Contractor shall maintain an office within 40 miles to handle operations and customer services which shall remain open for business at a minimum from 7 a.m. to 5 p.m. on Monday to Friday each week. The office shall be equipped with adequate and appropriate personnel and equipment to document and timely respond to all inquiries, issues, and complaints. Office staff shall be familiar with the Town, the Contracted Services, and the Contractor's obligations under the Contract. The Contractor shall provide a staffed voicemail

service during non-office hours to receive and log Service Recipient calls. The Contractor shall provide and maintain a voice communication system to allow immediate communication between the Contract Manager, the Operations Manager(s), and all collection vehicles.

Website Requirements. The Contractor and/or the Town shall establish and maintain a website that is publicly available 24/7 with information specific to the Town and Contracted Services where Service Recipients can easily obtain information about collection services, address-specific collection schedule information, material preparation requirements, inclement weather service changes, links to Recycle Smart MA and other MassDEP resources, and other relevant service information. The website shall provide Service Recipients the ability to easily submit service inquiries and complaints.

Contract Manager Contact. The Municipal Representative shall be able to directly contact the Contract Manager via mobile device at any time.

4.8 Customer Service

General Provisions. The Contractor shall be responsible for providing customer service functions relating to delivery of Contracted Services including informing Service Recipients of potential service levels and changes, receiving and resolving Service Recipient complaints, dispatching special collections, and referring questions as necessary to the Town. The Contractor shall answer all incoming calls and respond to all internet inquiries promptly and courteously. When calling the Contractor's customer service telephone number, Service Recipients should be able to receive recorded service information and talk directly with a customer service representative. When contacting the Contractor through its website, Service Recipients should be able to obtain service information and send an email to a customer service representative.

Response Time. During office hours, the Contractor shall respond to all Service Recipient inquiries whether received via telephone or internet within 24 hours. During non-office hours, Contractor shall respond to all Service Recipient inquiries by 10:00 a.m. the following business day.

Handling of Complaints. The Contractor shall maintain a computerized daily log of all complaints including date, time, complainant's name and address, nature of the complaint, and the date and manner of resolution. The Contractor shall take whatever steps are necessary to remedy the cause of a complaint within 24 hours after receiving a complaint from the Service Recipient or the Municipal Representative. The Contractor may request, and the Municipal Representative may grant, additional time to remedy a complaint when necessary.

Dispute Resolution Process for Service Recipients. The Contractor shall promptly notify the Town Representative whenever assistance is needed to resolve a dispute between a Service Recipient and the Contractor, including but not limited to, disputes concerning the proper interpretation and implementation of the Contracted Services. The Contractor shall notify the Town Representative about any disputes with a Service Recipient that the Contractor has not been able to resolve within 24 hours after receiving the complaint. The Town Representative shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Town Representative shall notify the Contractor and the Service Recipient in writing concerning the Town Representative's decision about the disputed issue(s).

4.9 Records and Reporting

General. The Contractor shall provide monthly and annual reports to the Town in a format approved by the Town. In addition, the Contractor shall allow the Municipal Representative access to records and pertinent operations information utilized for reporting to the Town and related to compliance with obligations defined in the Contract. Contractor shall retain all records and reporting related to the Contracted Services for 7 years.

Route Maps and Schedule. The Contractor shall maintain up to date collection route maps and schedules for the Contracted Services which shall be readily available for review by the Town Representative.

Daily Route and Missed Collection Reporting. By 5 p.m. on each day Contracted Services are provided, the Contractor shall send an email to the Municipal Representative verifying whether that day's collection routes were completed and listing any missed collections. The email shall state whether the scheduled routes are complete or not complete. A route shall be deemed incomplete if more than one street of scheduled Service Recipients has not received collection service. The Municipal Representative shall be Michael Maresco, Town Manager, email: mmaresco@abingtonma.gov cell phone (508)944-8422.

Complaints Reporting. By 5 p.m. on each day Contracted Services are provided, the Contractor shall send an email to the Municipal Representative detailing all complaints received that day, including complainant's name and address, nature of the complaint, and the status of its resolution.

Monthly Reports. The Contractor shall submit to the Town a monthly report as documentation to support the Contractor's monthly invoice. The monthly report shall contain:

- Documentation of collection activities, including daily and total monthly numbers of routes completed and not completed, missed collections, complaints, litter and spill incidents, and vehicle accidents and traffic infractions.
- Documentation of daily and total monthly number of loads and tons delivered to Designated Facilities (for both trash and recyclables).
- Description of any changes to collection routes, Receptacles, vehicles, customer service or other related activities affecting the provision of Contracted Services.
- Calculation of Service Fee(s) in accordance with this Contract.
- Calculation of administrative charges, interest on overdue payments, or proration determined in accordance with this Contract.
- Certified weekly payroll for all employees working in the Town including without limitation, drivers, laborers, day laborers, and temporary laborers.
- Other information reasonably requested by the Town.
- Please refer to the Contracting Template for Processing Recyclables for reporting requirements relative to recyclables processing.

Annual Reports. The Contractor shall submit to the Town an annual report for the previous year within thirty (30) calendar days of the anniversary of the Commencement Date. The annual report shall contain:

1. Documentation of monthly and annual numbers of routes completed and not completed, missed collections, complaints, litter and spill incidents, and vehicle accidents and traffic infractions.
2. Documentation of monthly and annual number of loads and tons delivered to Designated Facilities.
3. Documentation of monthly and total annual Service Fees.
4. Documentation of monthly and total administrative charges, interest on overdue payments, and prorations.
5. An inventory of current collection frontline vehicles.
6. Other information reasonably requested by the Town.

4.10 Transition

Transition Plan. Prior to the Commencement Date, the Contractor shall work with the Town to develop and complete a mutually agreed-to transition plan no later than 45 days prior to the Commencement Date. The Contractor shall provide a draft Transition Plan no later than 60 days prior to the Commencement Date, including, but not necessarily limited to, the following:

1. Route Maps and Schedule: Identify collection routes and the schedule for collecting Recyclables and Trash.
2. Receptacle Distribution. The plan shall specify the Receptacles to be provided by the Contractor and provide a schedule for assembly and distribution at Municipal Buildings and Condominiums.
3. Service Recipient Outreach: The plan shall include a user guide to be distributed prior to the Commencement Date that provides a description of collection services, Recycle Smart info card, proper preparation of and Trash, proper Receptacle placement, available service levels and rates, and information and a map indicating the day of collection. Separate user guides shall be prepared for each type of Service Recipient if needed.
4. Mobilization. The plan shall specify the vehicles that will be utilized to provide Contracted Services and provide a schedule for their acquisition and delivery (if newly acquired), provide job descriptions for and headcount of personnel who will be utilized to provide Contracted Services.
5. Other Information: The Transition Plan shall provide other information reasonably required by the Town to ensure a smooth and on-schedule transition.

Vehicles and Personnel. The Contractor shall have all necessary vehicles and personnel mobilized and providing Contracted Services on the Commencement Date.

Transition at Expiration. The Contractor shall work with the Town and any subsequent service provider to develop and implement a transition plan to ensure continuity of services upon expiration of the Contract. In particular, the Contractor shall provide any information reasonably requested by the Town regarding the Contracted Services including, but not necessarily limited to, customer lists and contact information, customer collection schedules, and inventory database of Receptacles that will be retained by the Town and/or utilized by a subsequent service provider.

4.11 Other Requirements

Outreach and Education. Each year during the month following the anniversary of the Commencement Date, the Contractor shall distribute a printed mailer or agreed upon alternative to all Single Family and Multi-Family Service Recipients designed to increase public awareness of the Contracted Services and proper recycling procedures. The mailer shall provide a description of collection services, accepted Recyclables and common Contaminants, proper preparation of Trash and Recyclables, proper Receptacle placement, available service levels and rates (if applicable), and information and map indicating the day of collection. Separate user guides shall be prepared for each type of customer.

Municipal Review and Approval. The Contractor shall provide the mailer and any other printed education materials to be distributed to Service Recipients to the Town at least ten (10) days prior to printing for review and approval. No printed material shall be distributed to Service Recipients without the written approval of the Town. All printed material must contain a minimum of 30% post-consumer recycled content and same be stated on printed material.

Recycle Smart MA. All materials provided by the Contractor to Service Recipients shall conform to guidance outlined within Recycle Smart MA https://recyclesmartma.org/smart-recycling-guide/ and reference MA Waste Ban 310 CMR 19.017. The Contractor shall utilize website and online media for providing further education on materials being recycled and marketed by the Designated Facility. All outreach must conform and, where applicable, link to Recycle Smart MA.

Meetings. The Contractor shall participate in regular monthly meetings with the Town to review the status of Contracted Services. The Contractor shall participate in additional meetings as needed/requested by the Town, with the public and/or Town associated with the Contracted Services or to support the Town's outreach and education program.

Pilot Programs. The Town may require the Contractor to participate in pilot programs that temporarily alter one or more provisions of the Contract. The Town and Contractor will negotiate in good faith and execute a letter of agreement defining the schedule, responsibilities, obligations, and potential compensation for the Contractor's participation in a pilot program.

Emergency Services. In the event of a disaster or declared emergency, the Contractor shall provide emergency services at the Town's request. The Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the Town or as soon thereafter as is reasonably practicable. Emergency services which exceed the scope of work under this Contract and which are not compensated as special services in accordance with this Contract shall be compensated through a negotiated agreement between the Contractor and Town in accordance with this Contract.

90 Day Extension. Should the Town choose not to renew this Contract, or should no renewal options remain and a new contract has not been established, the Contractor agrees to continue to provide the Contracted Services to the Town for up to an additional ninety (90) day period beyond the expiration of the Contract at the then established rates, provided that the Town requests said services in writing at least one hundred twenty (120) days prior to the expiration date.

Compliance with Laws and Regulations. The Contractor shall comply with all Applicable Laws, including all requirements concerning health and safety, noise, odors, effluent and emissions. Should the Contractor receive a notice for the violation of such requirement, the Contractor shall report the violation to the Town no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

Subcontracting. Contractor shall not assign the Contract, nor any of Contractor's rights or obligations thereunder, to any other person without the express written consent of the Town in the Town's sole and absolute discretion.

Article 5. Town's Responsibilities and Rights

Ownership of Materials. The Contractor shall receive title to all Trash and Recyclable material upon its collection at the curbside. The Town shall not be considered the generator of such waste for any purpose.

Quantity and Quality of Materials. The quantity of Trash and Recyclables under the Contract shall not be guaranteed by the Town. The quality of Recyclables under the Contract shall not be guaranteed by the Town. The Town shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through its public education and monitoring program. The Contractor shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through tagging and tracking non-compliant receptacles and/or rejecting containers with visible contamination.

Inspections. The Town shall have the right to observe all Contractor operations related to this Contract. Observation may be by Town employees or Town-designated representatives.

Outreach and Education. The Town shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs with the assistance and cooperation of the Contractor. All materials provided by the Town to Service Recipients shall conform to guidance outlined within Recycle Smart MA https://recyclesmartma.org/smart-recycling-guide/ and reference MA Waste Ban 310 CMR 19.017. The Town shall utilize website and online media for providing further education on materials being recycled and marketed by the Designated Facility. All outreach must conform and, where applicable, link to Recycle Smart MA.

Pilot Collection Programs. The Town reserves the right to implement and evaluate various outreach and education methods, collection monitoring methods, collection equipment and/or material sorts on a pilot basis during the course of the Contract. The Town and Contractor will negotiate in good faith and execute a letter of agreement defining the schedule, responsibilities, obligations, and potential compensation for Contractor's participation in a pilot program.

Changes to the Contract. The Town's Representative may at any time, by a written order, and without notice to the sureties, make changes within the general scope of the Contract if both Parties mutually agree. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Contract, an equitable

adjustment shall be made in the Contract price and the Contract shall be modified in writing accordingly.

Municipal Representative. Prior to the Commencement Date and throughout the term of the Contract, the Town shall provide the Contractor with the name, title, and contact information for the Municipal Representative. The Municipal Representative shall be the primary point of contact for all administrative, financial, technical, and operational matters pertaining to the Contract. The Municipal Representative shall be Michael Maresco at mmaresco@abingtonma.gov cell phone: (508)944-8422.

Article 6. Financial Terms

6.1. Service Fees

The Service Fee covers the costs for all the Contractor's responsibilities under this Contract. The Town shall pay the Contractor based on a Service Fee per type of Service Recipient per month. The Service Fees on the Commencement Date for the Contracted Services shall be utilized in Exhibit C: Price Proposal Form

6.2. Liquidated Damages

Each month, the Contractor shall owe the Town for any and all liquidated damages determined during the month to be valid performance standard violations in accordance with the terms of the Contract.

6.3. Invoicing and Payment Procedures

No later than 21 calendar days following the end of each month, the Contractor shall submit an invoice and monthly report including: calculation of the Service Fee(s), invoices detailing trash and recycling tonnage, interest on overdue payments, or proration, and the net payment due to either Party. The Town shall make payment, minus any valid liquidated damages, to the Contractor within 30 calendar days following submission of the invoice and a complete monthly report.

6.4. Proration

If any payments, rights or obligations under this Contract (whether relating to financial terms, insurance, or to any other provision of this Contract) relate to a period in part before the Commencement Date or after the date of expiration or termination of the term, the Parties agree that appropriate adjustments and proration shall be made.

6.5. Invoice or Payment Disputes

If any Party disputes an amount owing to the other Party, such Party shall give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed. The Party shall pay all undisputed amounts on the due date. Interest at the rate specified in the Contract, or as specifically established for such item so disputed, shall accrue from the original due date on disputed amounts, or the portions thereof, to the Party which is ultimately determined to be entitled to such disputed amount or any portions thereof.

Article 7. Performance Standards and Liquidated Damages

7.1. Prior To Collection Commencement Date

Prior to the Commencement Date, the Contractor shall prepare to provide its Contracted Services in a responsible manner in accordance with this Contract. In the event the Contractor fails to provide required information or meet the deadlines, the Town has the right to assess liquidated damages for each deadline that is missed. Failure to meet the deadline of more than two (2) tasks may lead to the termination of the Contract. The Municipal Representative may impose liquidated damages for Contractor's actions during the transition period prior to the Commencement Date, as set forth below:

1. Failure to provide the draft Transition Plan with the required contents no later than 45 days prior to the Commencement Date.
   $100 for each calendar day of delay.

2. Failure to identify the Contract Manager and Operations Manager at least 60 days prior to the Commencement Date.
   $50 for each calendar day of delay.

3. Failure to distribute informational pamphlets at least 14 days prior to the Commencement Date.
   $50 for each calendar day of delay.

4. Failure to have all necessary vehicles and personnel mobilized and providing Contracted Services on the Commencement Date.
   $500 for each calendar day of delay.

7.2. During the Term of the Contract

1. Failure to immediately clean up and repair damage caused by materials spilled during collection.
   $100/occurrence

2. Failure to promptly pick up waste spilled during transport if the Town receives a complaint of such spill.
   $100/occurrence

3. Willful mishandling of waste barrels/receptacles or recycling containers.
   $50/occurrence

4. Failure to place waste barrels/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location upon emptying.
   $50/occurrence

5. Placement of barrels, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.

$50/occurrence

6. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by noon of the following business day if so authorized by the Town.
   $200/occurrence

7. Failure to collect appropriate materials properly set out from two (2) or more subscribers on the same day of the regular collection route, or by 9:00 a.m. of the following business day if so authorized by the Town.
   $200/occurrence

8. 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 a fault.
   $200/occurrence

9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the Town.
   $500/occurrence

10. Beginning any single collection route prior to 7:00 a.m. or finishing after 6:00 p.m. without the prior consent of the Town.
    $50/day

11. Failure to utilize a fleet that fully complies with all of the vehicle requirements.
    $500/occurrence

12. Failure or neglect to repair or furnish replacement dumpster or toter meeting the requirements of this contract within ten days.
    $400/per container not furnished

13. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program.
    $1000/occurrence

14. Disposing of as trash, those recyclable materials appropriately set out for recycling.
    $1000/occurrence

15. Failure to report a truck breakdown or accident within 30 minutes.
    $50/occurrence

16. Failure or neglect by contractor to furnish a schedule or revised schedule of collection and disposal.
    $1000/occurrence

17. Commingling materials collected under this contract with materials not collected under this contract, will not be paid by the Town of Abington.
    $1000/occurrence

18. Failure to submit weight slips with monthly invoice within 15 days of request.
    $100/missing weight slip

19. Intentionally submitting weight slips for materials not collected through this contract.
    $1000/occurrence

20. Failure to correct billing error within one week after notification.
    $200/occurrence

21. Failure to provide prevailing wage rate information if required by law.
    $1000/occurrence

22. Failure to maintain customer service 24-hour hotline for residents unless due to Force Majeure.
    $500/occurrence

23. Failure to attach a violation tag to a set out that is not collected and notify the Municipal Representative within the required time frame.
    $100 per incident

24. Failure to deliver Trash and Recyclables to the appropriate Designated Facility.
    $1000 per incident, plus $150 per ton

25. Involvement in a vehicle accident or traffic infraction where the Contractor's vehicle and/or personnel is at fault within the Town of Abington.
    $200 per incident

26. Failure to utilize personnel with the required qualifications, training, and license.
    $500 per individuals per day

27. Failure to meet the office and website requirements outline in the contract guidelines.
    $100 per day

28. Failure to maintain an accurate daily log of complaints.
    $500 per day

29. Failure to handle complaints and adhere to the dispute resolution according to the required procedures.
    $100 per incident

30. Failure to provide daily route and missed collection reports.
    $100 per day

31. Failure to provide daily violation lists.
    $100 per day

32. Failure to provide annual reports meeting the required contents.
    $100 per day

* The total number of services scheduled shall be determined by multiplying the number of Service Recipients by the number of monthly services provided to each Service Recipient.

** Except when such completion is made impossible by weather or other conditions, as determined by the Town. Liquidated damages for incomplete routes will not be assessed for a period of 2 weeks after the Commencement Date. Notwithstanding, complaints during this grace period shall still be recorded and reported; however, these complaints will not be counted towards any other performance standard.

Article 8. Performance Bond

The Contractor must maintain for the duration of the Contract a valid performance bond covering the work performed under this Contract. This bond guarantees to the Town the completion and performance of all work covered in this Contract as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of this Contract. Such bond must be in a form and with a surety acceptable to the Town and must provide for the protection of all persons supplying labor or materials used for the performance of the work. The Contractor agrees to keep such bond, or replacement thereof, at all times during the performance of this Contract. The amount of such bond shall equal $___, 100% of annual contract cost. The performance bond must be executed by a surety company of recognized standing authorized to do business in the Commonwealth of Massachusetts. The surety company will hold a current certificate of authority as acceptable surety on federal bonds in accordance with the U.S. Department of Treasury Circular 570 Current Revision. This performance bond must be provided to the Town no less than 60 calendar days prior to the Commencement Date. Said bond shall be executed yearly, shall be obtained prior to the execution of the initial Contract, and shall be a condition precedent to the execution of the Contract and each and any renewal thereof. The Bond shall be delivered to the Town at least sixty (60) days prior to July 1 of each year that this Contract is in force and effect.

Article 9. Termination

9.1. Termination for Cause

Each of the following events by the Contractor shall constitute grounds for terminating this Contract, provided that the Town has given written notice to the Contractor of such event.

Excessive performance standard violations resulting in imposition of liquidated damages.

Interruption of Contracted Services not caused by force majeure for (a) a period of more than 5 consecutive days during a Contract year, or (b) more than 2 times during a Contract year for any period of time.

Mixing of Recyclables and Trash.

Mixing of Trash and Recyclables from the Service Area with any materials from outside the Service Area.

Disposal of Recyclables.

Failure to take timely corrective action after a notice of a violation of a law or regulation.

Abandonment, subletting or assignment of the work or any part thereof to be performed under this Contract without the prior written consent of the Town.

Failure to maintain the insurance pursuant to this Contract.

Failure to maintain the Performance Bond pursuant to this Contract.

The Contractor makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any custodian receiver or trustee for it or any substantial part of its property; or is subject to any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution of liquidation law or statute.

The Town may terminate this Contract and:

1. Require the Contractor to discontinue all work, or any part thereof.
2. Require the Contractor to complete the work, or any part thereof, and the Contractor may charge the Town the cost of completing the work, or any part thereof, subject to the Town agreement as to the scope of work to be completed and the value of said work.
3. Require the Contractor to perform any reasonable transition activity required in order to ensure continuity of the services.

If terminated, the Town will provide a date for the Contractor to cease any further performance under this Contract. The Town shall have the full scope of remedies afforded by the law including withholding any monies due the Contractor and forfeiture of the Contractor's Performance Bond.

9.2. Termination for Non-Appropriation and Emergency

Upon 30 calendar days' notice to the Contractor, the Town may terminate this Contract due to non-appropriation or availability of sufficient funds for the purposes of the Contract or an unforeseen public emergency, and without penalty or prejudice to any other right or remedy. In such case, the Town and Contractor shall make all payments pursuant to this Contract up to the effective date of termination. Neither the Contractor nor its consultants, subcontractors or suppliers shall be entitled to lost profits on work not performed or services not provided due to such termination. Payment by the Town hereunder shall be considered full and final compensation to the Contractor under the Contract.

Article 10. Notices

Purpose. This article defines the contact and address for both parties in the event of submitting notices related to the services and terms defined within the collection contract.

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

To Abington:

Michael A. Maresco, Town Manager
Town of Abington
500 Gliniewicz Way
Abington, MA 02351
mmaresco@abingtonma.gov
781-982-2100 Office

To All State Waste, Inc.:

Alexander Oppedisano
All State Waste, Inc.
582 Bedford St
Bridgewater MA, 02324
aoppedisano@allstatewasteinc.com
508-807-4646

Article 11. Insurance

11.1. General

The insurance coverage listed below must be maintained during the life of the Contract. Prior to beginning work under this Contract, the Contractor must provide the Town with certificates of insurance, acceptable to the Town, showing each of the insurance policies required under this Contract, the insurance company, policy number, any endorsements, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates.

Insurance shall be provided by insurers authorized to transact business in Massachusetts and having at least an "A" Best's Rating and a Class VII financial size category. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled, or renewal refused unless at least thirty-days (30) prior written notice has been delivered or mailed to the Town and the Contractor. Certificates of insurance shall contain a statement confirming the thirty-days' (30) prior written notice. Any coverage that expires during the period in which it is to remain in full force and effect shall be renewed and a certificate filed with the Town within fifteen (15) days of the renewal. The Town reserves the right to request certified complete copies of all policies and endorsements required under this Contract at any time during the Contract term.

Documentation of all insurance listed below will be provided annually to the Town Representative, Michael Maresco, at mmaresco@abingtonma.gov.

11.2. Worker's Compensation Insurance

The Contactor, at its own expense, must maintain during the life of the Contract workers' compensation insurance for officers, agents and employees under or in connection with this contract with policy limits (with respect to all coverage) of not less than the statutory minimum including without limitation coverage for: the payment of compensation and the furnishing of all benefits referred to in M.G.L. Chapter 152, as amended, disability benefits and other similar benefits which are applicable to the work which is the subject matter of the Contract, employers liability coverage, voluntary coverage providing compensation for private entities performing work at the site who are exempt from the legal obligation to procure and maintain workers compensation coverage on account of the number of employees or occupation, and occupational disease benefits.

11.3. Comprehensive General Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a

care, custody and control exclusion. The policy must identify the Commonwealth of Massachusetts as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following policy limits: $1,000,000 each occurrence; $3,000,000 aggregate. This policy shall contain a waiver of subrogation in favor of the Commonwealth.

11.4. Comprehensive Business Motor Vehicle Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with Applicable Law, including, but not limited to, the automobile insurance and hazardous waste transport liability laws and regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: $1,000,000 each occurrence.

11.5. Pollution and Hazardous Waste Liability

The Contractor, at its own expense, must maintain during the life of this Contract, pollution and hazardous waste liability insurance coverage. "Hazardous Materials" as used herein shall include substances defined or classified as a "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant," or "toxic pollutant," or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended ("RCRA"); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended ("Chapter 21C"); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended ("Chapter 21E"); (E) any other Federal, State, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

This insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport, and disposal of Hazardous Materials and/or abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include legal defense and clean-up costs. The policy date or retroactive date shall predate this Contract and the termination date of the policy or applicable extended reporting period shall be no earlier than one month after the end of the Contract. This insurance shall be written with respect to all coverage, for not less than the following policy limits: $1,000,000 each occurrence; $3,000,000 aggregate. This coverage may be provided through a separate pollution and hazardous waste liability policy, or through a general liability or errors and omissions policy

which does not contain a pollution exclusion, and which meets the requirements set forth in this paragraph.

11.6. Additional Insureds

The Town, its elected and appointed officials, employees, and agents shall be listed by endorsement as additional insureds, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insureds.

Article 12. General Terms and Conditions

12.1. Force Majeure

Except for the obligation to pay for services rendered, if either Party fails to fulfill its responsibilities under the Contract, such failure can be excused to the extent, but only to the extent, such failure is caused by a force majeure event. Failure to perform shall be no greater in scope and no longer in duration than is reasonably required by the force majeure event. The definition of force majeure events is limited to acts of God, war, terrorism, labor strike, changes of Applicable Law, and local, state and U.S. federal governmental actions that invalidate the Contract. Force majeure explicitly excludes commodity market fluctuations and economic hardship of the Contractor.

12.2. Affirmative Action

The Town has a firm commitment to affirmative action and equal employment opportunity. The Contractor shall not discriminate against applicants or employees on the grounds of race, color, religion, national origin, age, sex, gender identity, sexual orientation, genetic information, ancestry, or military service, in any phase of the employment process or in any conditions of employment (per M.G.L. c.151B). The Contractor is encouraged to subcontract work to firms listed with the State Office of Minority and Women Owned Business Assistance.

12.3. Prevailing Wages

All service provided by the Contractor pursuant to this Contract must comply with Massachusetts General Laws Chapter 149, Section 26 through 27F pertaining to prevailing wage rate minimums as administered by the Massachusetts Executive Office of Labor and Workforce Development Department of Labor Standards.

12.4. Dispute Resolution

In the event of a dispute arising under this Contract, the Parties shall continue performance of their respective obligations under this Contract and attempt to informally resolve such dispute in a cooperative manner. If a dispute between the Parties cannot be resolved independently by the Parties, the dispute may be referred to a Massachusetts court of competent jurisdiction for disposition.

12.5. Independent Contractor

The Contractor is an independent contractor and not an officer, agent, servant, or employee of the Town. The Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither the Contractor nor its officers, agents, employees, contractors or

subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Town employees and the Contractor expressly waives any claim it may have or acquire to such benefits.

12.6. Subcontracting

The Contractor shall not subcontract its work under the Contract, in whole or in part, without first requesting and receiving the written approval of Town regarding each subcontractor, including any change in subcontractor. The Contractor shall fully describe the subcontractor's responsibilities and shall provide other information with respect to such subcontracts as the Town may require. Subcontracting approval shall not be unreasonably withheld by the Town.

The Contractor shall submit written request for approval no later than fifteen (15) days prior to the effective date of such subcontract and shall provide the Town with the name, address and phone number of the subcontractor's offices and the name of the individual responsible for the work being performed for the Contractor.

The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in the contract. Notwithstanding Town approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Town shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to worker's compensation requirements.

The Contractor and its subcontractors and employees are not employees of the Town and are not eligible for any benefits through the Town, including without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

12.7. Assignment and Delegation of Duties

The Contractor shall not assign the Contract nor any part thereof, sublet or delegate it nor any part thereof, or assign any monies due or to become due to the Contractor thereunder or any other rights against the Town without previous written consent of the Town.

The Contractor shall be solely responsible for provision of services under this Contract. The Contractor shall be responsible for the acts and omissions of its subcontractors, if any, and all persons directly or indirectly employed by the Contractor or subcontractors in connection with the work.

12.8. Compliance with Laws

The Contractor shall qualify under and comply with any and all Federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this Contract, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all permits, licenses and approvals necessary or required for the Contractor to perform the work and services pursuant to this Contract.

12.9. Indemnification and Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the Town, and its agents, officers and employees, against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Town may sustain which arise out of or in connection with the Contractor's performance of the Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Town. The Town shall not be liable for any costs incurred by the Contractor arising under this section indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

12.10. Laws to Govern and Venues

The laws of the Commonwealth of Massachusetts shall govern the rights, obligations, duties, and liabilities of the Parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract shall be held and solely maintained in the Commonwealth of Massachusetts.

12.11. Right to Require Performance

Failure of the Town at any time to require performance by the Contractor of any provision of this Contract shall in no way affect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

12.12. Severability

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

12.13 No Consequential Damages

The Town will not be liable for any indirect, special, or consequential damages, including without limitation lost profits, whether or not such damages were foreseeable at the time of contracting.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

Town Accountant

TOWN OF ABINGTON, MA

By its: Michael A. Maresco
Town Manager

CONTRACTOR:

Alex Oppedisano GM
(Name and Title)

Exhibit 1

Municipal Buildings

Facility	Address	Solid Waste Schedule		Recycling Schedule	
Library	600 Gliniewicz Way	10 yd	Weekly	2 Toters	Weekly
Highway Garage	225 Central St	10 yd & 4 yd	2 Days Weekly	1 Toter	Weekly
Fire Department	1040 Bedford St	4 yd	Weekly	2 Toters	Weekly
Fire Department	5 Rockland St	6 yd	Weekly	1 Toter	Weekly
Senior Center	441 Summer St	10 yd	Weekly	2 Toters	Weekly
Police Station	215 Central St	10 yd	2 Days	2 Toters	Weekly
Wastewater Plant	Hill & Crane Sts/Norton	10 yd	Weekly	1 Toter	Weekly
Abington Town Hall	500 Gliniewicz Way	10 yd	Weekly	10 yd	Weekly
Abington High	201 Gliniewicz Way	10 yd	5 Days	10 yd / Toters	Weekly
Frolio Junior High	1071 Washington St	10 yd	3 Days	10 yd / Toters	Weekly
Woodsdale Elementary	120 Chestnut St	10 yd	3 Days	10 yd / Toters	Weekly
Beaver Brook Elementary	1 Ralph Hamlin Ln	10 yd	3 Days	10 yd / Toters	Weekly

Residential Recycling:

Receptacle size (gallon)	Number of Residential Receptacles
64	4356
96	136
64 and 64	97
64 and 96	9

Residential Trash:

Receptacle size (gallon)	Number of Residential Receptacles
64	4551
64 and 64	50

Exhibit 2

Condominiums

Trash Containers

Location	Size	#	Freq.	Address
Kingswood	2yd 4yd	1 4	1 day per week 1 day per week	Kingswood Dr, Off Rte. 139, Randolph St
Stonegate	6yd 8yd	1 1	1 day per week 1 day per week	60 Pattison St
Davis Court	2	2	1 day per week	15 Davis St
Lincoln Village	10	2	1 day per week	560 Bedford St
Satucket Path	6	1	1 day per week	20 Cleverly St

Recycle Containers

Location	Size	#	Freq.	Address
Kingswood	4	5	1 day per week	Kingswood Dr, Off Rte. 139, Randolph St
Stonegate	6 4	1 1	1 day per week 1 day per week	60 Pattison St
Davis Court	4	1	Every Other Week	15 Davis St
Lincoln Village	10	2	1 day per week	560 Bedford St
Satucket Path	4	1	1 day per week	20 Cleverly St

Exhibit 3

Price Proposal Form

Price proposals represent the Disposal Fee paid to the Contractor by the Town for Solid Waste accepted by the disposal site. All proposals must be valid for a period of 90 business days from the submittal deadline. Annual adjustments shall be a 3.5% increase on all collection, transportation and disposal tonnage rates.

FOR THIS PROPOSAL, THE DISPOSAL SITE WILL BE:

Name & address of Facility: WIN Waste Taunton, 101 Prince Henry Drive Taunton, MA 02780

Operator of Facility: WIN Waste Innovations

FOR THIS PROPOSAL, THE TRANSFER FACILITY (IF APPLICABLE) WILL BE:

Name & address of Facility: Avon Recycling 40 Ledin Drive, Avon MA

Operator of Facility: Waste Management

Service	Description	FY2027 (Year One) Based on 5-day collection cycle
SOLID WASTE: CURBSIDE RESIDENTIAL COLLECTION, TRANSPORTATION AND DISPOSAL		
Weekly automated or semi-automated curbside collection and transportation to disposal facility, based on current program (64 gallon)	Lump Sum	$425,000.00
Additional Cart for Solid Waste Provided by the Town, includes collection and transportation	Price Per Household Per Month	$6.00
Additional Service Recipients over 4,501 Households	Price Per Household Per Month	$6.00
Tipping Fee at MSW disposal facility	Per Ton	$118.00
Bulky Waste: Collection and Disposal **(Alternate Bulky Waste Option)**	Per Collection Day	Per Item
RECYCLABLES: CURBSIDE RESIDENTIAL COLLECTION & TRANSPORTATION		
Weekly automated or semi-automated collection of single stream recyclables with lift-capable cart (64 or 96 gallon)	Lump Sum	$425,000.00
Additional Cart for Recycling Provided by the Town, includes collection and transportation	Price Per Household Per Month	$6.00
Wheeled carts, 4,600 total, 96 gal capacity, owned by Town	Per Cart	$6.00
Additional cart for household recyclables (96 gallon), includes collection and processing	Cost per household per year	$72.00
SOLID WASTE: CURBSIDE CONDO COLLECTION, TRANSPORTATION AND DISPOSAL		
Weekly automated or semi-automated curbside collection and transportation to disposal facility, based on current program (64 gallon)	Lump Sum	$19,344.00
Additional Cart for Solid Waste Provided by the Town, includes collection and transportation	Price Per Condo Per Month	$6.00

Additional Service Recipients	Price Per Condo Per Month	$6.00
Bulky Waste: Collection and Disposal **(Alternate Bulky Waste Option)**	Per Collection Day	Item Price List
RECYCLABLES: CURBSIDE CONDO COLLECTION & TRANSPORTATION		
Weekly automated or semi-automated collection of single stream recyclables with lift-capable cart (64 or 96 gallon)	Lump Sum	$18,096.00
Additional Cart for Recycling Provided by the Town, includes collection and transportation	Price Per Household Per Month	$6.00
Wheeled carts, 4,600 total, 96 gal capacity, owned by Town	Per Cart	$6.00
Additional cart for household recyclables (96 gallon), includes collection and transportation	Cost per household per year	$6.00
YARD WASTE – 2 weeks curbside	Cost per collection per week	$8,000.00

Service	Description	FY2027 (Year One)
***SOLID WASTE* COLLECTION, TRANSPORT & DISPOSAL: MUNICIPAL BUILDINGS, SCHOOLS & PUBLIC SPACES**		
Collect, transport and dispose of solid waste from dumpster	Price per yard	$6.00
Collect, transport and dispose of solid waste using public container	Price per pick-up	$6.00 Per Yard
***RECYCLABLES* COLLECTION, TRANSPORT & PROCESSING: MUNICIPAL BUILDINGS AND SCHOOLS**		
Collect, transport and process recyclables from dumpster	Price per yard	$6.00
Collect, transport and process single stream recyclables from 96 gallon wheeled cart	Price per pick-up	$6.00
ROLL OFF CONTAINER TRANSPORT & DISPOSAL		

Transport and disposal of Municipal Solid Waste using	Price per haul,	$275 Haul, $160 Ton
Transport and disposal of Construction & Demolition	Price per haul,	$275 Haul, $170 Ton
Transport and processing of White Goods (with Freon)	Price per haul,	$275 Haul, $170 Ton +Per Item
Transport and processing of White Goods/Scrap Metal	Price per haul,	$275 Haul, $170 Ton +Per Item
Transport and processing of Yard Waste using roll off	Price per haul,	$275 Haul

Exhibit 4

Fuel Surcharge Addendum

Based on Monthly U.S. Energy Information Administration (EIA) / U.S. On-Highway Diesel Fuel Prices (USPAAD 1)

This Fuel Surcharge Addendum ("Addendum") is incorporated into and made part of the service agreement between **All State Waste, Inc.** ("Contractor") and **Town of Abington** ("Customer").

1. Purpose

Due to fluctuations in diesel fuel costs, Contractor reserves the right to apply a fuel surcharge adjustment to invoices for services performed under this Agreement.

The surcharge shall be based on the monthly average diesel fuel price for **U.S. On-Highway Diesel Fuel Prices – East Coast (PADD 1)** as reported by the U.S. Energy Information Administration ("EIA").

2. Fuel Price Benchmark

The base fuel price ("Fuel Peg") shall be established at:

$4.00 per gallon

No fuel surcharge shall apply when the published monthly EIA USPAAD 1 diesel fuel price is at or below the Fuel Peg.

3. Fuel Surcharge Calculation

When the published monthly EIA USPAAD 1 diesel fuel price exceeds the Fuel Peg, the following surcharge schedule shall apply:

Monthly Average Diesel Price (USPAAD 1)	Fuel Surcharge
$4.00 or below	0.0%
$4.01 – $4.25	1.0%
$4.26 – $4.50	2.0%
$4.51 – $4.75	3.0%
$4.76 – $5.00	4.0%
$5.01 – $5.25	4.5%
Each additional $0.25 increase	Additional 1.0%

The surcharge percentage shall be applied to total monthly invoice, unless otherwise specified in the Agreement. The Fuel Surcharge will be capped at 4.5%.

4. Source of Fuel Pricing

Fuel pricing shall be determined using the monthly average retail diesel price published by the U.S. Energy Information Administration for:

U.S. On-Highway Diesel Fuel Prices – East Coast (PADD 1)

Published at:
U.S. Energy Information Administration Diesel Fuel Prices

Contractor may use the most recently published monthly average available at the time of invoicing.

5. Adjustment Frequency

Fuel surcharge adjustments shall be reviewed and adjusted monthly based on the published EIA diesel fuel index. Any revised surcharge shall become effective on the first billing cycle of the following month.

6. Right to Modify

Contractor reserves the right to revise this Fuel Surcharge Addendum upon written notice if market conditions, regulatory changes, or operating costs materially change.

7. Acceptance

Continued use of Contractor's services following implementation of this Addendum constitutes acceptance of these terms.

Accepted By:

Customer: Town of Abington

Authorized Representative: Michael A. Maresco

Date: 7-1-2026

Contractor: Alex Oppedisano

Date: 07/01/2026