

TOWN OF MONTAGUE

CURBSIDE SOLID WASTE AND RECYCLING COLLECTION CONTRACT

THIS CONTRACT made and entered into this 24th day of July, 2023 by and between the **Town of Montague**, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts, acting by and through its Selectboard (hereinafter referred to as the “Town”), and **Casella Waste Management of Massachusetts, Inc.** a New Hampshire Corporation with a principal address located at 25 Greens Hill Lane, Rutland, Vermont 05701 (hereinafter referred to as the “Contractor”). Contractor and Town are sometimes referred to individually as a “Party,” and collectively as the “Parties.”

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

1. **SCOPE:** The Contractor shall perform all work for the curbside collection of Solid Waste and Recyclable Materials in the Town, in accordance with the RFP and this Contract. The Contractor shall collect, transport and dispose of Solid Waste at a properly licensed designated Waste Disposal Facility at a site determined by the Contractor. The Contractor shall collect and transport Dual Stream Recyclable Materials to the Springfield Materials Recycling Facility (MRF). The Town is responsible for maintaining a contract with the Springfield MRF for Recyclable Material.
2. **CONTRACT DOCUMENTS:** The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Town’s Request for Proposals dated April 18, 2023 (the “RFP”);
 - b. The Town’s RFP Addenda/Proposal Questions and Answers dated April 27, 2023;
 - c. The Contractor's Proposal and Pricing dated May 9, 2023;
 - d. The Contractor's Updated Proposal Comments and Pricing dated June 2, 2023;
 - e. This Contract; and
 - f. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written agreement of both parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment. Should there be any discrepancies between any of the Contract Documents above, the terms most favorable to the Town shall prevail.

Terms used herein shall have the meanings ascribed to them by the RFP.

ARTICLE II TERMS AND PAYMENTS

1. **TERM OF CONTRACT:** The Contract term shall be for three (3) years and shall run from July 1, 2024 through June 30, 2027. The Contractor and the Town agree that this Contract may be extended for an additional two (2) year term and at negotiated Contract prices upon mutual written agreement

executed by both the Contractor and the Town on or before January 15, 2027, subject to Town Meeting approval and appropriation.

2. **CONTRACT PAYMENTS:** The parties understand all compensation due hereunder is subject to appropriation and availability of funds. If the Town fails to appropriate such funds in any year throughout the Term hereof, the Contract will expire on June 30th of the then-preceding fiscal year. Both parties shall be released from the commitments under this Contract, with the exception of payment due for any services rendered through June 30th, and the Contract shall be considered null and void.

2.1 **Payments to Contractor:** The Town agrees to pay to the Contractor based on the fee schedule set out on Schedule A hereto:

- a. Monthly collection costs for Solid Waste and Recyclable Materials equal to twelve (12) equal monthly installments commencing on August 1, 2024, and each succeeding installment is to be due within thirty (30) days of receipt of a complete and satisfactory invoice. The consideration for said payments shall be the Contractor's faithful execution and performance of all the duties and obligations under this Contract.
- b. The monthly cost for disposal of Solid Waste calculated by tons charged at the yearly price.

The Contractor shall provide the Town with accurate records of the weights of all Solid Waste and Recyclable Materials. These records shall be submitted to the Town monthly.

ARTICLE III COLLECTION SERVICES

1. **REFUSE COLLECTION SCHEDULE:** Curbside collection of Solid Waste shall be provided weekly to all single and two-family residential dwellings. Collection of Solid Waste shall not start before 6 a.m. or continue after 6 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor. Hours of collection may be adjusted upon written agreement of the Town and the Contractor.
2. **RECYCLING COLLECTION SCHEDULE:** Curbside collection of Recyclable Materials shall be provided weekly to all single and two-family residential dwellings. Collection of Recyclable Materials shall not start before 6 a.m. or continue after 6 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor. Hours of collection may be adjusted upon agreement of the Town and the Contractor.
3. **MUNICIPAL BUILDINGS AND UNITY PARK LOCATION:** Contractor agrees to provide Solid Waste and Recyclable Materials collection services to the Town Hall, Department of Public Works, and Public Safety Complex. In addition, Contractor agrees to provide Solid Waste and Recyclable Materials collection for Unity Park. All services for municipal locations will be in accordance with the provisions of the RFP.

4. **ROUTES OF COLLECTION:** Residential collection routes are established by the Contractor with Town approval. The Contractor may, from time-to-time, propose to the Town changes in routes or days of collection affecting residential units, which approval shall not be unreasonably withheld. Upon Town's approval of the proposed changes, Contractor shall promptly give written notice by mail to the affected residential units. All other specifications for collection routes shall be in accordance with the provisions of the RFP.
5. **HOLIDAYS:** Holidays will only be those identified by the Contractor in the Proposal dated May 9, 2023. Should a collection day fall on a Contractor-designated holiday, the Contractor shall collect the Solid Waste and Recyclable Materials that he is obligated to pick up on said holiday in accordance with the operational plan presented in the Contractor's RFP submission.
6. **CURBSIDE INSPECTION:** The Contractor acknowledges and agrees that the Town has a pay-as-you-throw trash sticker program for all bags and barrels of Solid Waste. In addition, the Contractor acknowledges and agrees that Recyclable Materials must only include those materials identified as acceptable by the Springfield MRF. If Unacceptable Solid Waste or Recyclable Materials are discovered by the Contractor's employees, the Contractor and employees shall reject such waste at the curb and affix a sticker to the material identifying the reason(s) it was not collected. The Town shall receive a weekly log of such occurrences submitted to the DPW office.
7. **DISABLED RESIDENTS:** Contractor agrees to pick up Solid Waste and Recyclable Materials containers from non-curb side, outside areas designated by the Town, whenever the Town determines that a resident's disability would make it difficult for the resident to regularly move trash containers to the curbside. Town agrees to receive requests for such service and to provide written instructions to the Contractor upon determining service eligibility.
8. **COMPLAINTS:** All complaints made shall be given prompt and courteous attention by the Contractor. In the case of missed scheduled collection, the Contractor shall arrange for the collection of the Solid Waste or Recyclable Materials not collected as soon as possible but in no case later than two business days after the complaint is received. Contractor shall maintain a log of all complaints. A written report of such complaints and their disposition shall be forwarded to the Town upon request, but in no event less than once every six (6) months. An authorized representative of the Contractor shall report to the Selectboard, Town Administrator or Town DPW Superintendent within two business days of written notice and as otherwise required by law to discuss any complaints regarding Contractor's services hereunder.
9. **UNANTICIPATED MISSED PICKUPS:** The Town requires proactive notification via email by 3 pm daily of any unanticipated disruption in scheduled collection and the plan for recovery of missed stops.
10. **WEATHER DELAY/CANCELLATION:** Ordinary snow and rain shall not be cause for omissions of the collection of Solid Waste and/or recyclable material. Collections may be omitted only under the most extreme, adverse weather conditions such as snowstorms, ice

storms, hurricanes, etc. Any schedule delay shall be communicated by the Contractor to the Town immediately following the decision to implement a delay. In the event of missed collection due to inclement weather the Contractor will recover the missed collection route in accordance with the operational plan presented in the Contractor's RFP submission.

11. EMERGENCY NOTIFICATION: The Contractor shall notify the Town within 30 minutes of any accident involving injury or damage to private or public property or the release of hazardous materials, including broken truck hydraulic lines.
12. COLLECTION VEHICLES: The Contractor shall utilize collection vehicles that are in good working order which meet all applicable Federal, state and local safety and environmental rules and regulations. All vehicles, dumpsters, carts and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. All vehicles must be completely enclosed with metal bodies and compactor units. They shall be maintained and operated in a manner to eliminate blowing and spillage of Solid Wastes. All vehicles shall be maintained so that the contents shall not leak out or spill. Any waste spilled onto public or private property shall be cleaned up immediately by Contractor at its sole cost and expense. Each vehicle shall be equipped with an operating two-way radio, cellular communication device or suitable alternative that maintains communication between the driver and the Contractor's office. The Contractor shall employ competent and courteous employees and shall immediately terminate or otherwise release an employee from performing services hereunder when requested by the Town for cause.
13. OFFICE: The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with telephones with local numbers and/or a toll-free number and shall have an individual familiar with the Town and services available from 8 a.m. to 5 p.m. on regular collection days. Further, the office shall have an answering service to take emergency calls when personnel are not present.
14. DEDICATION OF EQUIPMENT: Contractor agrees to dedicate for the exclusive purpose of this contract collection vehicles that are in clean, good working order. Contractor agrees to maintain back-up collection vehicles to perform contract services in the event the primary vehicles are unable to service a collection route.
15. EMPLOYEES: All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training. The Contractor shall maintain training records as required by state and federal laws.
 - a. All vehicle drivers shall be trained regarding the collection routes they are to follow within the Town of Montague prior to their first working shift as a vehicle driver.
 - b. The use of brightly colored safety vests is required if the shirt is not a bright safety colored garment.
 - c. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations.

- d. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit or request gratuities of any kind. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous shall be removed from service under this Contract by the Contractor. The Contractor shall not again employ that employee within the Municipality without the consent of the Town.

16. CARE OF PROPERTY: The Contractor shall take all proper precautions to protect all public and private property from unnecessary interference, injury, or damage. If any property is damaged through the fault of the Contractor or its employees, it shall promptly repair the same at its own expense. The Contractor shall handle Solid Waste receptacles with care so that they will not be caused to be damaged, and after being emptied, such receptacles shall be placed in the same place where found.

16.1 The Contractor shall be responsible for any damage to private property caused by the Contractor's or subcontractor's employees during performance of this Contract. The Contractor shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Within five (5) working days of the Contractor's notification by a customer or the Town, of a claim of fifty dollars (\$50.00) or less, the Contractor shall resolve or make a commitment to pay a damage claim. Within ten (10) working days of the Contractor's notification by a customer or Town of a claim in excess of fifty dollars (\$50.00), the Contractor shall deliver written documentation to the Town describing the complaint, the Contractor's and complainant's calculation of damages and either a commitment for immediate payment by the Contractor or a clear explanation of why the Contractor disputes the complainant's claim.

17. TITLE TO SOLID WASTE: The Contractor shall receive title to all Solid Waste that is to be collected by Contractor under this Contract. The Town shall not be considered the generator of such Solid Waste for any purpose.

18. RULES & REGULATIONS: The Contractor shall follow the rules and regulations established by Town relating to curbside collection of Solid Waste and Recyclable Materials under this Contract. At a minimum, all requirements of the RFP shall be followed.

ARTICLE IV UNACCEPTABLE WASTE & OVERWEIGHT CONTAINERS

1. UNACCEPTABLE WASTE: Contractor is not obligated to collect Containers which include Unacceptable Waste. Such Containers, whether holding Solid Waste or Recyclable Material, shall have a tag affixed identifying the reason it was not collected.
2. OVERWEIGHT CONTAINERS: Contractor is not obligated to collect Containers weighing over fifty (50) pounds each. If the Contractor elects not to collect an overweight container a tag shall be affixed to the Container identifying this as the reason it was not collected.

ARTICLE V RECYCLING

1. **RECYCLING:** The Contractor shall provide for the collection of Recyclable Materials from all residential properties served by the municipal curbside collection program as well as Recyclable Materials containers from municipal locations.

Recyclable Materials collected under this Contract shall be transported to the Springfield MRF and weighed at the facility under the Town's name. All scale house tickets shall be submitted to the Town no less frequently than once per month.

2. **RECYCLABLES SPECIFICATIONS:** Recyclable Materials shall be loose, not bagged. Acceptable and Unacceptable Recyclable Materials refers to all materials listed as such by the Springfield MRF and identified at www.springfieldmrf.org. Acceptable materials may change from time-to-time. The Town shall notify the Contractor of any such changes.

ARTICLE VI PUBLIC EDUCATION AND BENEFITS

1. Contractor agrees to work with the Town to create an annual (January 1 – December 31) program guide outlining the Town's current collection program. Contractor agrees to supply the Town with recycling calendars on an annual basis. The calendar will highlight accepted recyclable material and identify collection weeks for paper and containers. The Contractor will work cooperatively with the Town to determine language, content, layout of such calendars. The final copy will be submitted to the Town no later than November 1st of the preceding year.
2. Contractor shall provide end users of Contractor services with access to a mobile application tool that will provide recycling education, service details, schedule changes, and more, via a third party mobile application of Contractor's choice, accessible by the end user by mobile device or computer. To the extent it is proven to be an effective and efficient tool, the Contractor and Town agree to work together to deploy use of the smart application to end users, and to work collaboratively in rolling out the smart application in an effort to maximize participation.
3. Contractor shall donate the sum of \$5,500.00 (Five Thousand Five Hundred Dollars) on each anniversary of the Term, with first payment due on June 1, 2025, to the Town, to be used for community initiatives that support art, culture and other community events through its RiverCulture Initiative, at its sole discretion.

**ARTICLE VII
DELIVERY OF WASTE TO THE SOLID
WASTE DISPOSAL FACILITY**

1. **WEIGHING OF TRUCKS:** All Solid Waste collected and transported hereunder shall be delivered to a Waste Disposal Facility selected by the Contractor.

The facility will utilize and maintain truck scales to weigh all vehicles delivering waste to the facility. The Contractor agrees to have each vehicle weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on facility's weight records. In addition, the Contractor shall deliver to the Waste Disposal Facility only waste collected or received pursuant to the terms of this Contract. All scale house tickets shall be submitted to the Town no less frequently than once per month.

2. **COMMINGLING:** The Contractor shall not commingle any Solid Waste or Recyclable Materials collected within the Town with commercial or industrial waste, or residential waste generated in any other municipality.

**ARTICLE VIII
FUEL ADJUSTMENT**

1. Contract prices are based on the price of diesel fuel on April 17, 2023 per the US DOE New England PADD 1A: \$4.540. The Contractor's percentage of the collection cost associated with transportation fuel is 10.4%. A fuel charge and fuel credit will be based on this percentage only.
2. The fuel formula is $(\text{average monthly fuel price} - \text{base fuel price}) / \text{base price} = \% \text{ increase/decrease in fuel cost (A)}$. $\text{Monthly collection cost (D)} * \% \text{ for transportation fuel} = \text{base fuel cost per month (B)}$. $\text{Base fuel cost per month (B)} + \% \text{ change} = \text{monthly fuel charge/credit (C)}$. Monthly fuel charge/credit (C) is added to monthly collection cost (D).

$B + A = \text{monthly adjusted fuel cost (C)}$

$C + D = \text{adjusted monthly collection cost}$

ARTICLE IX PENALTIES RELATED TO PERFORMANCE

1. Penalties Related to Performance: The Contractor is expected to provide a high level of service. Failure to perform will result in the following penalties. All damages referred to below will be deducted by the Town from any payment then or thereafter due to the contractor.

Penalties Related to Performance	
Failure to immediately pick up materials spilled during collection	<i>\$50 per occurrence</i>
Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries	<i>\$50 per occurrence</i>
Mishandling of Solid Waste or recycling containers or containers obstructing a road, driveway, or mailbox	<i>\$50 per occurrence</i>
Failure to leave a rejection notice on material that is unacceptable	<i>\$25 per occurrence</i>
Commingling materials collected from the Town collection with materials not collected from the Town	<i>\$500 per occurrence</i>
Commingling recyclable material with Solid Waste in violation of the MassDEP Waste Ban regulation	<i>\$1,000 per occurrence</i>
Delivering Recyclable Materials to sites that will be billed to the Town other than as described in the Contract.	<i>\$500 per occurrence</i>
Failure to deliver all collected Recyclable Materials to the Springfield MRF.	<i>\$500 per occurrence</i>
Collecting material listed in the MassDEP Waste Ban regulation due to failure to use reasonable care not to do so.	<i>\$500 per occurrence</i>
Failure to maintain direct voice links between the dispatcher and lead trash and recyclable materials drivers as well as their supervisor.	<i>\$50 per occurrence</i>
Continued violation of traffic laws, ordinance or regulation during collection and haul after written notice to correct from the Town.	<i>\$250 per occurrence</i>

ARTICLE X INSURANCE

1. **LIABILITY INSURANCE:** The Contractor will obtain and maintain the insurance coverage as outlined below chart throughout the term of this Contract.

Coverage	Limits of Liability
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

2. All insurers providing coverage pursuant to the Contract shall be companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the Contract. Each certificate shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. Failure to provide or continue in force such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination at the discretion of the Town. Thirty (30) days prior written notice will be given to the Town in the event of cancellation associated with each of the required policies. The Town shall be named as an additional insured on all policies required hereby (excluding Worker's Compensation). The Contractor's insurer shall have no right of recovery or subrogation against the Town of Montague.
3. Renewals of the Contractor's insurance certificate must be promptly presented to the Town.

ARTICLE XI MISCELLANEOUS

1. **ASSIGNMENT:** The Contractor shall not assign or sublet this Contract, in whole or part, or delegate any of the work to be performed to any other person, partnership, firm or corporation without the prior, written consent of the Town's Selectboard, nor shall the Contractor assign any monies due, or to become due under this Contract, without the prior written consent of the Town's Selectboard. The Contractor, after written consent by the Town's Selectboard, may subcontract with others to provide a portion of the Contracted services where the Contractor does not have the necessary equipment or personnel to perform the services required. Such a contract shall not relieve the Contractor of total responsibility for providing and maintaining service and from compliance with the Contract documents. Any consents and approvals required in this Section shall not be unreasonably withheld.

2. **FORCE MAJEURE:** Except as expressly provided under the terms of this Contract, either party hereto will be excused for any delay in performance under this Contract to the extent that such delay is the result of any unforeseeable happening or event beyond its reasonable control, provided that the party hindered or delayed immediately notifies the other party in writing describing the circumstances causing delay. Such happenings or events will include the following, if material: terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, acts of God, inability to obtain or shortage of material, equipment or transportation and strikes, boycott, lockouts or other labor trouble or shortage (each, a “Force Majeure Event”). Whenever a Force Majeure Event shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Contract. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Contract.
3. **DEFAULT AND TERMINATION:** Except as otherwise provided in Section 2 (Force Majeure), the failure of either Party to perform an obligation under this Contract shall be considered a breach of this Contract, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) business days from the receipt of the notice to cure any failure to pay money under this Contract, or (ii) twenty- one (21) business days from the receipt of the notice to cure any other default under this Contract. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Contract by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys’ fees and costs associated with enforcement of this Contract. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Contract. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.

Termination of this Contract shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination.

4. **BREACH OF CONTRACT:** If the Town reasonably determines that the Contractor has materially breached the terms of this Contract, the Contractor shall be responsible for any fees incurred by the Town due to this breach, including attorney and court fees.
5. **LIABILITY OF PUBLIC OFFICIALS:** Nothing in this Contract shall be construed to render the members of the Selectboard, Town Administrator, or any other officer, employee or agent of the Town, or their successors in office, personally liable for any obligation under this Contract.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold Town harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys’ fees and costs of defense, based upon or arising out of Contractor’s breach of this Contract, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful

misconduct of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Contract.

In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's non-hazardous Solid Waste that the Contractor is obligated to collect, process, or dispose of under this Contract, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred by the Town therefor.

Notwithstanding any provision in this Contract to the contrary, Contractor shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the collection services.

In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, or indirect damages.

The indemnification obligations of this section shall survive the termination or expiration of this Contract for any reason.

7. **STATEMENT OF COMPLIANCE:** The Contractor shall comply with all federal, state and local laws, rules, regulations and orders applicable to the service provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such service, including without limitation permits and approvals from the Town.

In accordance with M.G.L. Chapter 149, Section 27 the wage rates for workers under this contract are to be paid at the rates established by the Director of the Massachusetts Department of Labor Standards. The Contractor shall provide the Town with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Town at the end of each month.

8. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state or federal law.
9. **PRIVATE ARRANGEMENTS:** Nothing in this Contract shall prevent the Contractor from entering into private arrangements concerning collection and removal of Solid Waste with any restaurant, retail or commercial business, or industrial location, provided that such arrangements in no way interfere with the Contractor's obligation under this Contract and that such collections are made with a separate vehicle other than the residential collection vehicles.
10. **FAMILIARIZATION WITH CONTRACT DOCUMENTS:** Failure of the Contractor to be completely familiar with all the Contract Documents and their contents shall in no way release the Contractor from any obligation with respect to the Contract.

11. **APPLICABLE LAW:** The laws and regulations of the Commonwealth of Massachusetts and the Town shall govern the validity, interpretation, construction, and performance of this Contract and the Contractor submits only to the jurisdiction of any of the appropriate courts located in the Commonwealth of Massachusetts for the adjudication of disputes arising out of this Contract.
12. **COMPLIANCE WITH LAWS:** Each party to this Contract shall comply with all federal, state and local laws, by-laws, rules, regulations, and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.
13. **CONFLICTS OF INTEREST:** Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees.
14. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract and shall not be considered an employee or agent of the Town for any purpose.
15. **INSPECTIONS AND REPORTS:** The Town shall have the right at any time to inspect the services, material, and delivered supply of the Contractor. Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of operations under this Contract in such detail and with such information as the Town may request.
16. **NOTICES:** Any notices required by this Contract shall be sufficient if sent by the parties via United States certified mail, postage paid, to:

Steven Ellis, Town Administrator
Town of Montague
1 Avenue A
Turners Falls, MA 01376

With a copy to:
KP Law, P.C.
101 Arch Street, Floor 12
Boston, MA 02110

Gerry Galena
Casella Waste Management of Massachusetts, Inc.
49 Sword Street
Auburn, MA 01505

With a copy to:

Shelley Sayward, SVP & General Counsel
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701

17. SEVERABILITY: If any provision of this Contract is held invalid by any court or body of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.
18. HEADINGS: The section headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.
19. ENTIRE CONTRACT: This Contract and the documents incorporated therein contain the entire understanding of the parties with respect to the subject matter and terms hereof, and supersede all prior Contracts, correspondence, representations and understandings of the parties. This Contract may be amended or modified only by written instrument duly executed by the parties.
20. COUNTERPARTS: This Contract may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.
21. LEGAL CERTIFICATION: By acceptance of this Contract, the Contractor certifies that it has complied and will continue to comply with all ordinances, laws and regulations, including but not limited to all Massachusetts tax laws, and certifies that it is authorized to do business in Massachusetts.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Contract to be executed by their duly authorized representatives on the day and year first written above.

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.:

BY: _____

DATE: _____

TOWN OF MONTAGUE SELECTBOARD

By its Selectboard

Richard J. Kuklewicz, Chair

Christopher M. Boutwell, Sr., Vice Chair

Matthew Lord, Clerk

SCHEDULE A

Trash & Recycling Collection and Hauling

July 1, 2024 – June 30, 2025	\$	485,000.00
July 1, 2025 – June 30, 2026	\$	*
July 1, 2026 – June 30, 2027	\$	*

* subsequent years will increase by the greater of 5% or CPI.

Trash Disposal

	Price per Ton
July 1, 2024 – June 30, 2025	\$112/ton
July 1, 2025 – June 30, 2026	*
July 1, 2026 – June 30, 2027	*

* subsequent years will increase by the greater of 5% or CPI