

AMENDMENT TO CONTRACT FOR THE COLLECTION AND REMOVAL
OF SOLID WASTE AND RECYCLABLES
FOR THE
TOWN OF NORTH READING

This Contract Amendment is entered into this 30th day of June, 2019 by and between the Town of North Reading, a municipal corporation in the Commonwealth of Massachusetts, with offices at North Reading Town Hall, 235 North Street, North Reading, Massachusetts 01864, acting through its Town Administrator (hereinafter the "Town") and JRM Hauling and Recycling Services, Inc., a Massachusetts corporation with offices located at 265 Newbury Street, Peabody, Massachusetts 01960-1315 (hereinafter the "Contractor")

RECITALS

WHEREAS, The Town desires to supply its residents and municipal facilities with curb-side solid waste and recyclable disposal services, and;

WHEREAS, The Town hereby designates the Director of the North Reading Public Works Department (hereinafter the "Director") as its agent for all matters relating to the day to day performance of this contract; and;

WHEREAS, The Contractor is in the business of collecting, transporting and disposing of such municipal solid waste and recyclables; and;

WHEREAS, The Town and the Contractor entered into a contract for a three (3) year term commencing on July 1, 2006 and ending on June 30, 2009; and;

WHEREAS, The Town and the Contractor extended said contract for an additional three (3) year term, commencing on July 1, 2009 and ending on June 30, 2012; and;

WHEREAS, The Town and the Contractor extended said contract for an additional one (1) year term, commencing on July 1, 2012 and ending on June 30, 2012; and;

WHEREAS, The Town and the Contractor extended said contract for an additional five (5) year term, commencing on July 1, 2013 and ending on June 30, 2018; and;

WHEREAS, The Town and the Contractor extended said contract for a one (1) year term, commencing on July 1, 2018 and ending on June 30, 2019; and;

WHEREAS, The Town and the Contractor want to extend said contract for an additional two (2) year term,

NOW THEREFORE, in consideration of the foregoing, and mutual conditions and covenant contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. All terms and conditions of the Contract for the Collections and Removal of Solid Waste and Recyclables for the Town of North Reading by and between the Town and the Contractor for the term commencing July 1, 2006 and ending June 30, 2009, as amended by the amendments provided in the Recitals above, not expressly amended or modified herein remain in full force and effect.

**AMENDMENT TO THE CONTRACT FOR THE COLLECTION AND REMOVAL
OF SOLID WASTE AND RECYCLABLES
FOR THE
TOWN OF NORTH READING**

2. Article II, Term of Contract, is amended by deleting the words "July 1, 2013" and "June 30, 2018" where they appear in said Article and replacing them with "July 1, 2019" and "June 30, 2021", respectively.
3. Article III, Compensation, is amended by deleting the contract price table and replacing it with the following:
 - a. New rate for weekly solid waste and recycling collection is as follows:

July 1, 2019 to June 30, 2021: \$835,000.00 Annually*

*If the Town directs Contractor to perform more than four (4) yard waste collection events, as set forth in Article I, Scope of Services, Contractor shall charge the Town \$6,000.00 for each event; and if Town directs Contractor to perform less than four (4) events, Contractor shall credit the Town \$6,000.00 from the Annual rate for each event below four (4).

Signatures on Following Page

**AMENDMENT TO THE CONTRACT FOR THE COLLECTION AND REMOVAL
OF SOLID WASTE AND RECYCLABLES
FOR THE
TOWN OF NORTH READING**

IN WITNESS WHEREOF the parties hereto set their signatures, the day and date first written above.

JRM Hauling and Recycling Services, Inc.

By:



6-25-19

Thomas Flanagan
Sales Manager

Town of North Reading

By:



Michael P. Gilleberto
Town Administrator

Approved as to availability of funds for
Fiscal Year 2020

Elizabeth Rourke
Town Accountant

Approved as to Form

Name:
Town Counsel

Addendum to Town of North Reading Extension for Trash/Recycling Services.

Notwithstanding anything to the contrary contained in the Contract extension, the Parties agree that unacceptable recyclable material (which term shall include any material not included in the attached DEP graphics) may be left at the curb or if processed at the Contractor's Greenworks recycling facility it shall be disposed of, if applicable, as municipal solid waste at the Contractor's cost which shall not exceed \$150.00 per ton. Hazardous Waste shall be handled in accordance with the Contract terms.

X



6-25-19

Thomas Flanagan
JRM Hauling & Recycling Sales Manager

X

Michael P. Gilleberto
Town Administrator

Recycle Smart



Metal



Food and Beverage Cans
empty and rinse



Plastic



Bottles, Jars, Jugs and Tubs
empty and replace cap



Glass



Bottles and Jars
empty and rinse



Paper & Cardboard



Mixed Paper, Newspaper, Magazines, Boxes
empty and flatten

NO!



**Do Not Bag Recyclables
No Garbage**



No Plastic Bags or Plastic Wrap
(return to retail)



No Food or Liquid
(empty all containers)



No Clothing or Linens
(use donation programs)



No Tangles
(no hoses, wires, chains or electronics)



AN INITIATIVE OF
THE MASSACHUSETTS
DEPARTMENT OF
ENVIRONMENTAL
PROTECTION

RecycleSmartMA.org



@RecycleSmartMA



RecycleSmartMA



Recycle-Smart-MA