AMENDMENT NO. 6

TOWN OF NORTH READING

AND

JRM HAULING AND RECYCLING SERVICES, INC. AGREEMENT FOR COLLECTION AND REMOVAL OF SOLID WASTE AND RECYCLABLES

This Amendment is entered into this 31st day of March, 2021 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 by and 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 curbside solid waste and recyclable disposal services;

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;

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

WHEREAS, the Town and the Contractor entered into a contract for Collection and Removal of Solid Waste and Recyclables ("Contract") for a three (3) year term commencing on July 1, 2006 and ending on June 30, 2009;

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;

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, 2013;

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;

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;

WHEREAS, the Town and the Contractor extended said contract for an additional two (2) year term commencing on July 1, 2019 and ending on June 30, 2021; and

WHEREAS, the Town and the Contractor wish to extend the contract for an additional five (5) year term commencing on July 1, 2021 and ending on June 30, 2026.

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:

- All terms and conditions of the Contract for the Collection and Removal of Solid Waste and Recyclables for the Town of North Reading by and between the Town and 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.
- 2. Article I, Scope of Services, (12) Recycling Education, is amended to include the following:

School Education—JRM has found that an annual recycling demonstration at the grade schools promotes a trickle up effect with students to their parents. All North Reading school levels will have fieldtrip access to GREENWORKS Recycling Facility located in Peabody MA. In addition to field trips to GREENWORKS, JRM offers a JRM Representative for classroom visits for 2nd -6th grade school levels for a more personal approach to recycling education. This 20 minute presentation involves educational games and contests that promote recycling and encourage school children to bring information home to share with parents and family.

- 3. Article II, Term of Contract, is amended by deleting the words "July 1, 2006" and "June 30, 2009" where they appear in said Article and replacing them with 'July 1, 2021" and "June 30, 2026", respectively.
- 4. Article III, Compensation, is amended by deleting the contract price table and replacing it with the following:

July 1, 2021 to June 30, 2022: \$835,000.00 July 1, 2022 to June 30, 2023: \$860,050.00 July 1, 2023 to June 30, 2024: \$885,852.00 July 1, 2024 to June 30, 2025: \$916,857.00 July 1, 2025 to June 30, 2026: \$948,947.00

- * Annual cost includes processing of recycling materials.
- JRM shall provide one-day collection with rear loading collection vehicles for curbside
 collection of solid waste and recycling materials. JRM shall continue to allow any bulk
 items to be collected on route. JRM will continue with this collection method along with
 manual unlimited recycling collection.
 - (6) Rear Load Collection Vehicles (Weekly Trash)
 - (4) Rear Load Collection Vehicles (Weekly Recycling)
 - (1) Rear Load Collection Vehicles (As Needed Recycling)
 - (1) Box Truck (Collection of CRT/ White Goods)

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

JRM Hauling and Recycling Services, Inc.

4-1-21

Town of North Reading

Michael P. Gilleberto

By:

Thomas Flanagan Sales Manager

Michael P. Gilleberto Town Administrator

Approved as to availability of funds for Fiscal Year 2022

Town Accountant

Approved as to Form

Town Counsel