

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 28th day of May 2013 by and between the Town of North Reading, a municipal corporation located 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 & 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 Department of Public Works (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, 2013; and,

WHEREAS, the Town and the Contractor want to extend said contract for an additional five (5) 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 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, not expressly amended or modified herein remain in full force and effect.

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2. Article I, Scope of Services,

(2) Recyclable Materials is amended by adding the following sentences:

The Contractor shall supply, at a minimum, nine (9) slotted containers to be located as follows for collection of cardboard for recycling:

Senior High School	2 containers
Middle School	1 container
Batchelder School	1 container
Hood School	1 container
Little School	1 container
Town Hall	1 container
Fire Station	1 container
DPW Garage	1 container

A corresponding number of non-slotted containers currently supplied for recycling may be reduced by mutual agreement of the parties. The Contractor shall also supply recycling containers for selected Town events.

The Contractor shall continue to furnish wheeled 90 gallon containers for schools and public buildings for the collection of paper and commingled item. The Town shall place the wheeled 90 gallon containers outside for Contractor pickup.

The Contractor shall conduct an annual curbside metal pickup. The DPW Garage roll off for residents to drop off metal is to continue. The date of the annual curbside metal pickup event is to be determined by mutual agreement of the parties.

The Contractor shall conduct an annual paper shredding event. The date and location of the annual paper shredding event is to be determined by mutual agreement of the parties.

The Contractor shall conduct an annual rigid plastics disposal event. The date and location of annual rigid plastics disposal event is to be determined by mutual agreement of the parties.

The Contractor shall expand annual curbside yard waste pickup to four (4) events per year. There will be two (2) events in the Fall and two (2) events in the Spring. The dates of curbside yard waste pickup are to be determined by mutual agreement of the parties.

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3. **(4) Special Wastes**, White Goods is amended by adding the following sentence. "White goods containing CFC's will be charged an additional fifteen (\$15.00) dollars per unit for CFC removal services."

4. **(12) Recycling Education**

School Recycling Support – Provide information papers, flyers, factsheets or brochures for school personnel regarding what items to recycle from school waste stream for beginning and end of school year periods and information regarding the successful implementation of programs in other communities. The information paper or flyer must be available for distribution by August 1st for the school start and May 1st for school end of year.

Public Areas Recycling Support – Provide information papers, flyers, factsheets or brochures for Town personnel for Town building and public area (parks, sports events, etc.) what items to recycle and information regarding the successful implementation of programs in other communities. The information paper or flyer must be available for distribution by September 1st for Town buildings and April 1st for public areas.

Annual brochure – Assist with the development of an annual recycling brochure, in conjunction with the Town and the Recycling Committee. Distribute the brochure to households annually. Provide extra copies for distribution at public buildings and to new households.

Quarterly mailings – Provide assistance with developing educational bill stuffers for inclusion in quarterly bills. The information / message for the bill stuffers will be developed by the Recycling Committee and the Town. They will focus on a different recycling topic or seasonal issue to supplement the Recycling Committee's own outreach efforts and any other recycling education products.

North Reading Recycling Committee – Participate in quarterly meetings with the Committee to discuss issues and strategies - in-person for at least the meetings in Sept/Oct and Mar/Apr and conference calls for the other two.

Recycling – Provide annual information to the Recycling Committee on where recyclables go, what happens to them, etc. to aid the Town and Recycling Committee in communicating the benefits of recycling to residents.

Banners/signage – Provide at least six (6) banners or signs that would assist in public education efforts about recycling. These banner or signs would be placed in visible locations

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in Town prior to or during special Town events and to advertise special recycling events such as curbside yard waste collection dates, paper shredding event, household hazardous waste day, special collection day, etc.

5. **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, 2013" and June 30, 2018" respectively.
6. **Article III, Compensation**, is amended by deleting the contract price table and replacing it with the following:
 - New rates for solid waste collection are as follows:

July 1, 2013 to June 30, 2014:	\$352,500.00 Annually
July 1, 2014 to June 30, 2015:	\$352,500.00 Annually
July 1, 2015 to June 30, 2016:	\$362,925.00 Annually
July 1, 2016 to June 30, 2017:	\$362,925.00 Annually
July 1, 2017 to June 30, 2018:	\$373,660.00 Annually
 - New rates for weekly recycling collection are as follows:

July 1, 2013 to June 30, 2014:	\$190,000.00 Annually
July 1, 2014 to June 30, 2015:	\$190,000.00 Annually
July 1, 2015 to June 30, 2016:	\$195,700.00 Annually
July 1, 2016 to June 30, 2017:	\$195,700.00 Annually
July 1, 2017 to June 30, 2018:	\$201,575.00 Annually
7. **Article XIV, Payment for Damages** (4), is amended by adding the following:

"Contractor shall not be responsible for failure to be off the pick up streets by 4:00 p.m. if the waiting time at the Disposal Facility causes the Contractor to be delayed in collecting solid waste or recyclables. The Contractor shall notify the Town in each incident of delayed collection service."

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


JRM HAULING & RECYCLING
SERVICES, INC.

By:



James R. Motzkin
President

TOWN OF NORTH READING

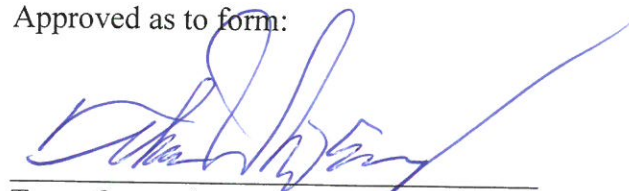
By:


Greg L. Balukonis
Town Administrator

Approved as to availability of funds
For Fiscal Year 2014


Town Accountant

Approved as to form:


Town Counsel



KOPELMAN AND PAIGE, P.C.
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June 7, 2013

Thomas W. McEnaney
tmcenaney@k-plaw.com

Mr. Greg L. Balukonis
Town Administrator
North Reading Town Hall
235 North Street
North Reading, MA 01864



Re: Amendment to Contract for Collection and Removal of Solid Waste and Recyclables

Dear Mr. Balukonis:

I have reviewed the above-referenced contract amendment, and I approve it as to form.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Thomas W. McEnaney

TWM/jmp
Enc.
475622/NREA/0001

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of JRM Hauling & Recycling, Inc.
(Name of Corporation) Services

held on 5-28-13 it was VOTED that:
(Date)

James R. Motzkin
(Name)

President
(Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such JRM Hauling & Recycling Services, Inc. under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: James S. Motzkin

TITLE: Clerk

PLACE OF BUSINESS: 265 Newbury Street
Peabody, MA 01960-1315

DATE OF THIS CERTIFICATE: 5-28-13

I hereby certify that I am the clerk of the JRM Hauling & Recycling Services, Inc.
(Corporation)

that James S. Motzkin is the duly elected Clerk of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

James S. Motzkin
(Clerk)

CORPORATE SEAL:

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor/vendor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

James R. Motzkin
Signature

Date: 5-28-13

Name: James R. Motzkin
(Print Name)

Title: President

Contractor/Vendor: JRM Hauling & Recycling Services, Inc.