

CONTRACT

for

**MUNICIPAL SOLID WASTE HAULING
CONSTRUCTION & DEMOLITION DEBRIS HAULING
GLASS HAULING
SCRAP METAL HAULING**

Between

and

**THE TOWN OF WOLFEBORO
DEPARTMENT OF PUBLIC WORKS
P. O. BOX 629
WOLFEBORO, NH 03894**

CONTRACT PERIOD:

1 JANUARY 2021 THROUGH 31 DECEMBER 2023

OPTIONAL YEARS

1 JANUARY 2024 THROUGH 31 DECEMBER 2024

1 JANUARY 2025 THROUGH 31 DECEMBER 2025

This contract is entered into in the State of New Hampshire, County of Carroll, by and between _____, hereinafter referred to as "CONTRACTOR", and THE TOWN OF WOLFEBORO, located in Carroll County, with offices in WOLFEBORO, on Main Street, hereinafter referred to as "OWNER":

WITNESS:

Whereas, OWNER owns a solid waste collection facility, known as the Transfer Station and Recycling Facility, on a site located within the TOWN OF WOLFEBORO, NEW HAMPSHIRE, (together with any and all additions thereto and replacements or relocations thereof, the "Facility"); and

Whereas, CONTRACTOR contracts directly with OWNER for the removal and transportation of municipal solid waste; and

Whereas, CONTRACTOR contracts directly with OWNER for the removal and transportation of construction & demolition debris; and

Whereas, CONTRACTOR contracts directly with OWNER for the removal and transportation of recyclable materials; and

Whereas, this Contract is being entered into by OWNER and CONTRACTOR respecting the transportation of solid waste collected at the Facility.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements set forth and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR and OWNER do hereby agree as follows:

ARTICLE I. DEFINITIONS

In addition to terms defined elsewhere in this Contract, the following terms shall have the meanings ascribed to them in this Article:

Contract: This contract between OWNER and CONTRACTOR as it may be amended from time to time.

Contractor: _____, as represented by its president, operations manager, or other corporate officer so designated.

Facility: OWNER'S Municipal Solid Waste Transfer Station and Recycling Center, within the Town of Wolfeboro, which is now or hereafter owned by OWNER and used for or in conjunction with the processing of solid waste and recyclable materials.

Operating Period: A three (3) year duration beginning on 1 January 2021 and concluding 31 December 2023. With two (2) one (1) year options, 1 January 2024 through 31 December 2024 and 1 January 2025 through 31 December 2025.

Owner: The Town of Wolfeboro as represented by its Town Manager.

Construction and Demolition Debris: For purposes of this Contract, construction & demolition debris includes brick, block, sheet rock, shingles and lumber.

Municipal Solid Waste (MSW): House hold trash.

Glass: jars, bottles and other acceptable glass items for the PGA program

Recyclable Material: For purposes of this Contract recyclable material includes scrap metal. Excluded materials are paper, cardboard, glass, tin cans, aluminum cans and plastic. However, these may be added during the contract period in accordance with Articles VI and VIII. All **recycling income** is paid to the OWNER directly from NRRA (Northeast Resource Recovery Association) or vendors.

State: The State of New Hampshire.

ARTICLE II. REPRESENTATIONS and WARRANTIES

CONTRACTOR warrants and represents to OWNER the following as of the date of this Contract:

1. CONTRACTOR is a corporation duly organized and validly existing under the laws of the State; is in good standing and is duly registered with the Secretary of State; and has the power and authority to execute, deliver and perform this contract in accordance with its terms.
2. This Contract constitutes the legal, valid and binding obligation of CONTRACTOR enforceable in accordance with its terms.
3. To the best of CONTRACTOR'S knowledge, there is no pending or threatened litigation or governmental proceedings which would materially affect CONTRACTOR'S ability to perform its obligations under this contract.
4. The CONTRACTOR has obtained all necessary licenses, permits and approvals required for performance of its obligations under this contract including but not limited to the following:
 - a.) International Fuel Tax Agreement (IFTA) for Maine, NH and Vermont.
 - b.) Hazardous Materials hauling.
 - c.) Apportioned Registration plates

ARTICLE III. ACCESS TO FACILITY

CONTRACTOR will be permitted to enter Facility during hours of normal operation. Gate to Facility will be locked during hours of non-operation. CONTRACTOR will be

permitted to enter and/or use the facility during hours of non-operation with the express knowledge of and the approval of the OWNER.

ARTICLE IV. DETERMINATION OF RESPONSIBILITIES

CONTRACTOR is responsible for the safe operation of their personnel while they are within the Facility or otherwise carrying out their obligations under this contract.

CONTRACTOR is responsible for compliance with all applicable municipal, State and Federal laws, rules, regulations and statutes.

ARTICLE V. FEE STRUCTURE

Disposal fees for materials collected at the Facility are established solely by the Owner, collected by the OWNER, and retained by the OWNER.

Hauling fees associated with materials transported from the Facility are as agreed to in Attachments A.

Hauling fees are set forth in Attachment A.

ARTICLE VI. TERMS OF AGREEMENT

This contract is for a thirty six (36) month period beginning 1 January 2021 and ending 31 December 2023. With two (2) one (1) year options, 1 January 2024 through 31 December 2024 and 1 January 2025 through 31 December 2025. Contracted rates may be altered during the course of the contract period according to added or reduced services or in the event disposal locations change, upon the mutual agreement of the OWNER and CONTRACTOR.

The OWNER's obligation to pay each year under the Contract is contingent upon the appropriation of funds for that purpose by Town Meeting.

OWNER shall exercise its options by notice in writing to the CONTRACTOR at least thirty (30) days prior to the termination of the year in question.

OWNER agrees to pay CONTRACTOR according to the fee schedule provided in Attachment A.

CONTRACTOR must remove material from site within three (3) hours of notification during normal business hours, Monday through Saturday. If notified after 1:00pm, material will be removed before opening of next business day (7:30 am). If CONTRACTOR fails to comply with the three (3) hour removal time three (3) times in a quarter, then any hauls over the three (3) hour limit will be at **no charge**. Such failure to

comply shall constitute breach of contract and may result in termination of the contract, at the OWNER'S option.

ARTICLE VII. INSURANCE and BONDING

CONTRACTOR agrees to maintain casualty and liability insurance during the term of this Contract and shall produce a certificate of such insurance prior to the execution of this Contract and at such time as the OWNER shall request. CONTRACTOR insurance will indemnify the OWNER and cover any liability to the OWNER. CONTRACTOR will also maintain proper workman's compensation insurance as required by NH state law. The CONTRACTOR will not hold the OWNER or the officers, employees, agents or assigns of the OWNER responsible for any claims, damages, fees or costs alleged to be incurred.

This coverage shall be in the amount of \$2,000,000 per incident naming the Town of Wolfeboro as an additional insured.

CONTRACTOR hereby agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, actions or damages of any nature whatsoever arising out of the CONTRACTOR's performance of its obligations under this contract.

The CONTRACTOR shall indemnify and hold harmless the OWNER and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or to destruction to tangible property including the loss of use resulting from therefrom, to the extent caused by the negligent act or omission of the CONTRACTOR or its representatives or employees.

ARTICLE VIII. CONTRACT AMENDMENT

Amendments to this Contract shall be in writing and signed by both parties.

ARTICLE IX. RELATIONSHIP TO THE PARTIES

Nothing herein shall be deemed to constitute either party a partner, agent, or local representative of the other party or to create any fiduciary relationship between the parties or to establish any joint venture between the parties. The parties agree to take all actions required of them by this Contract in good faith.

ARTICLE X. REPRESENTATIVES

The authorized representatives of each of the parties for the purposes hereof shall be such persons as the parties may from time to time designate in writing.

ARTICLE XI. INTEGRATIONS

This instrument embodies the whole Contract between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties thereto. There are no third party beneficiaries to this Contract.

ARTICLE XII. APPLICABLE LAW

This Contract shall be governed by the laws of the State of New Hampshire and any claim or action by either party hereto shall be brought in a court of competent jurisdiction in the State.

ARTICLE XIII. TERMINATION

Any default under the Contract shall be remedied pursuant to thirty (30) days written notice and failure to remedy within this period may result in termination of the Contract.

This Contract may be terminated upon the mutual written agreement of the parties.

ARTICLE XIV. CONSENTS

To the extent that the consent of either party to this Contract is required to any action of the other party pursuant to any provision of this Contract, such consent will not be unreasonably withheld.

ARTICLE XV. SALE OR TRANSFER

In the event of any sale, transfer, reorganization, and/or reassignment of CONTRACTOR, the terms and conditions of this contract remain in full force and effect and shall be binding upon any successors or assigns of the CONTRACTOR.

ARTICLE XVI. FUEL SURCHARGE or OTHER CHARGES

There will be no fuel, environmental or any other charges beyond the haul fee in attachment A.

IN WITNESS WHEREOF the parties have executed this Contract as of the _____ day of _____.

WITNESS: _____

CONTRACTOR: _____

By: _____

Title: _____

WITNESS: _____

OWNER: _____

By: _____

Title _____

ATTACHMENT A

OWNER agrees to pay CONTRACTOR for Municipal Solid Waste hauling according to the following fee schedule:

1 Jan. 2021 - 31 Dec. 2021 \$ _____

1 Jan. 2022 - 31 Dec. 2022 \$ _____

1 Jan. 2023 - 31 Dec. 2023 \$ _____

Option Years

1 Jan. 2024 - 31 Dec. 2024 \$ _____

1 Jan. 2025 - 31 Dec. 2025 \$ _____

OWNER agrees to pay CONTRACTOR for Construction and Demolition Debris hauling according to the following fee schedule:

1 Jan. 2021 - 31 Dec. 2021 \$ _____

1 Jan. 2022 - 31 Dec. 2022 \$ _____

1 Jan. 2023 - 31 Dec. 2023 \$ _____

Option Years

1 Jan. 2024 - 31 Dec. 2024 \$ _____

1 Jan. 2025 - 31 Dec. 2025 \$ _____

OWNER agrees to pay CONTRACTOR for Scrap Metal hauling to Harding Metals in Madbury, NH according to the following fee schedule:

1 Jan. 2021 - 31 Dec. 2021 \$ _____

1 Jan. 2022 - 31 Dec. 2022 \$ _____

1 Jan. 2023 - 31 Dec. 2023 \$ _____

Option Years

1 Jan. 2024 - 31 Dec. 2024 \$ _____

1 Jan. 2025 - 31 Dec. 2025 \$ _____

OWNER agrees to pay CONTRACTOR for Glass hauling according to the following fee schedule:

1 Jan. 2021 - 31 Dec. 2021 \$ _____

1 Jan. 2022 - 31 Dec. 2022 \$ _____

1 Jan. 2023 - 31 Dec. 2023 \$ _____

Option Years

1 Jan. 2024 - 31 Dec. 2024 \$ _____

1 Jan. 2025 - 31 Dec. 2025 \$ _____