

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ____ th day February, 2021, (the "Date of Execution") by and between the Town of Natick, Massachusetts a municipal corporation organized under the General Laws of the Commonwealth of Massachusetts, with an address at Natick Town Hall, 13 East Central Street Natick, MA 01760, by the Natick Select Board (herein referred to as "TOWN"), and Simple Recycling - Massachusetts, a Massachusetts corporation with a business address at 300 Massachusetts Avenue, Suite 410, North Andover, MA 01845 (together which with its successors and assigns, herein referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, TOWN desires to limit and restrict the quantity of Soft Recyclables which are included in the TOWN's municipal solid waste; and

WHEREAS, TOWN has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the TOWN'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the Contractor and the TOWN (herein collectively called the "Parties") hereby agree as follows:

1. Term. This Agreement shall begin upon the Date of Execution and continue for an initial term of three (3) years (the "Initial Term"). At the end of the Initial Term, Contractor and the TOWN have the right to renew for one (1) additional three (3) year term upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). During the Term, Contractor shall have the sole and exclusive rights to Curbside collection of Soft Recyclables on behalf of the TOWN in TOWN'S portion of the Service Area through municipal contracted pick up.

2. Contractor's Program Commencement. During the Term, Contractor agrees to begin providing program services on the earlier of the following: (I) a date no later than the _____ day of _____, 2021, or; (2) a date on which Contractor provides written notice to the TOWN that sufficient population density has been achieved in the Service Area to support program services (the "Date of Commencement"). In either event, the Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. In the event program services do not begin within twelve (12) months of the Date of Execution of this Agreement, this Agreement terminates without further action of the Parties. On the Date of Commencement, Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the Curbside collection and disposal of Soft Recyclables within the TOWN and the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

3. Curbside Collection Procedures. During the Term, and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft

Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste), and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to the TOWN.

4. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

5. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor shall collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph; such refusal, however, shall not be commercially unreasonable.

6. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside, on the homeowner's property. Contractor shall place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

7. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with the TOWN's collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing the TOWN recycling pickup schedule. The frequency of regularly scheduled pickups may not be changed without prior agreement from the TOWN.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

8. Missed Collections and Complaints. Service Recipients shall be instructed by the TOWN to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

9. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of services under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered via USPS to Service Recipients with an informational brochure on the recycling collection program described herein that is

produced and printed by Contractor and approved by the TOWN, which approval shall not be unreasonably withheld (the "Program Brochure").

10. Contractor's Fee. The TOWN is under no obligation to tender payment under this Agreement. Contractor fee shall be \$0.00 per pound of gross receipts of soft recyclables.

11. Public Information and Education Program. The TOWN shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of the TOWN public information shall be coordinated with and approved by the Contractor. Contractor may prepare and distribute its own promotional materials subject to the TOWN's approval, which approval shall not be unreasonably withheld. Specifically, the TOWN agrees to notify residents of program through existing communications channels a minimum of three (3) times in each calendar year at no cost to Contractor. Examples of communication channels include: Social media, email, newsletters, publications, school events etc. Contractor shall participate in the TOWN's directed promotion and education efforts by performing the following services:

- a. During the course of the pickup of Soft Recyclables, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with the TOWN for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Be available a minimum of two (2) times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
- e. Provide advice to the TOWN on promotion and education material content and presentation.

12. Telephone and Customer Service. Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 A.M. and 4:30 P.M. local time Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 P.M. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. Attempts to contact the caller shall be recorded on a log kept by Contractor.

13. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

14. Insurance and Indemnification. During the Tenn. of this Agreement, Contractor agrees to comply with the provisions and requirements attached hereto as Massachusetts Addendum A: Indemnification and Insurance, which are incorporated herein by reference as if set forth in full.

15. Regulatory Compliance. Contemporaneous with the execution of this Agreement, Contractor agrees to execute the Tax Compliance Certificate, Non-Collusion Certificate and Certificate of Corporate Authority attached hereto as Massachusetts Addendum B, the requirements of which are incorporated herein by reference as if set forth in full.

16. Taxes. Contractor agrees to save the TOWN harmless from any and all taxes or assessments

of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for the TOWN.

17. Employee Conduct/Alcoholic Beverages-Controlled Substances/No Smoking/Criminal Background Screening. All Contractor personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor shall direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of 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 Agreement by Contractor.

Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of Contractor is prohibited during all hours of work under this Agreement. If any officer, employee, agent, or representative of Contractor violates the foregoing provision, the TOWN shall have the right to order that such officer, employee, agent, or representative of Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smoke Free Workplace Law, Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

For each employee of Contractor who is performing services under this Contract, Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the TOWN that such employee passed Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit Contractor to provide such information to the TOWN, Contractor shall not assign such employee to perform services for the TOWN, and such employee shall not be authorized to perform services for the TOWN. The TOWN shall be permitted to keep such information in its files.

18. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to the TOWN.

19. Inspections. Upon reasonable advanced request to Contractor, the TOWN may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, the TOWN may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. The TOWN agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

20. Meetings and Communications. In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one (1) representative to each meeting. The TOWN shall send to each meeting at least one (1) staff member with operation expertise. Each party shall designate one (1), and only one (1), representative as its Lead Representative. If a party sends only one (1) representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

21. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws, rules, and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. Contractor will maintain authority to do business in the Commonwealth of Massachusetts at all times during the Term.

22. Termination and Breach. If Contractor shall breach any provision of this Agreement, which breach is not cured within thirty (30) days of written notice thereof from the TOWN to Contractor, the TOWN shall have the right to terminate this Agreement upon written notice to Contractor.

If any assignment shall be made by Contractor or by any guarantor of Contractor for the benefit of creditors, or if a petition is filed by Contractor or by any guarantor of Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the TOWN may terminate this Agreement upon written notice to Contractor.

The award of this Agreement and the continued operation of this Agreement are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefore, the TOWN shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the TOWN may terminate this Agreement upon written notice to Contractor.

23. Severability. Should one or more of the provisions of this Agreement be held to be invalid, void or unenforceable by final judgment or order of a court of competent jurisdiction, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

24. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of the TOWN. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to the TOWN's employees and Contractor expressly waives and claim it may have or acquire to such benefits.

25. No Assignment. This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party. Contractor shall not assign any money due or to become due to Contractor unless the TOWN shall have received prior written notice of such assignment. No such assignment shall relieve Contractor of its obligations under this Agreement.

26. No Personal Liability. Neither the TOWN, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto

which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by Contractor or its employees, regarding the subject matter of this Agreement.

27. Delays/Force Majeure. Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

28. Notices. Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to TOWN:	James Errickson Deputy Town Administrator – Operations Natick Town Hall 13 East Central Street Natick, MA 01760
With copies to:	Karis L. North, Esq. Murphy, Hesse, Toomey & Lehane, LLP 300 Crown Colony Dr., Suite 410 Quincy, MA 02169
If to Contractor:	Adam Winfield, President Simple Recycling — Massachusetts 300 Massachusetts Avenue, Suite 410 North Andover, MA 01845

29. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by Contractor as a result of the performance, nonperformance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach by

the other party shall constitute a waiver of any subsequent default or breach.

- c. If Contractor discovers or is informed of any discrepancy or inconsistency in the Agreement Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, Contractor shall promptly, before commencing services under this Agreement, report the same to the TOWN in writing.
- d. Contractor acknowledges that it has not been influenced to enter into this Agreement, nor has Contractor relied upon any warranties or representations not set forth in this instrument.
- e. Contractor shall maintain the confidentiality of information designated by the TOWN as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the TOWN has expressly waived such confidentiality in advance in writing.
- f. Contractor shall not represent or purport to represent that it speaks for the TOWN vis-à-vis the media or the public at-large without TOWN's express, written consent in advance.
- g. Prior to commencing services under this Agreement, Contractor shall furnish TOWN, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, Contractor certifies under the penalties of perjury, pursuant to M.G.L. 0.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to Contractor with respect to the services required to be provided under this Contract. Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates shall be paid, pursuant to M.G.L. c. 149, §§26-27G, if they are applicable.
- l. Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. Contractor shall take affirmative actions to insure that applicants

are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual

- m. orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- n. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.
- o. This Agreement may be amended only by written consent of the parties.
- p. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- q. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- r. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- s. This Agreement is executed in triplicate as a sealed instrument.

30. Definitions.

- a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.
- b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.
- c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by TOWN and Contractor.
- d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.
- e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered

Hazardous Waste, or stumps.

- f. **Hazardous Waste:** The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.
- g. **Holiday:** The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by TOWN recycling holiday schedule.
- g. **Residential Customer:** The term "Residential Customer" means an individual or individuals residing in a living space rented, leased or owned.
- h. **Service Area:** The term "Service Area" means the municipal corporate limits of TOWN plus, if necessary, one or more adjacent municipalities within a forty (40) mile radius with a minimum of forty thousand (40,000) households and be scalable to a minimum of one hundred thousand (100,000) households within a forty (40) mile radius, based on the municipalities' collection censuses. The Service Area will encompass all of the TOWN'S trash and recycling collection area, as it may be amended from time to time.
- i. **Service Recipients:** The term "Service Recipients" means Residential Customers of TOWN in the Service Area.
- j. **Soft Recyclable:** The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

31. Service Modifications. To avoid confusion with the TOWN'S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and TOWN agree to discuss this service modification at the quarterly meetings

set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for the TOWN as soon as practicable.

The Town of Natick, Massachusetts

Simple Recycling - Massachusetts

by: the Natick Select Board

by:

Jonathan H. Freedman, Chairman

Signature

Karen Adelman-Foster, Vice Chairman

Printed Name

Richard P. Jennett, Jr., Clerk

Printed Title

Michael J. Hickey, Jr.

Susan G. Salamoff

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31, this is to certify that an appropriation in the amount of this Agreement is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq

Dated: _____

CERTIFICATE OF VOTE

At a duly authorized meeting the Board of Directors of Simple Recycling Massachusetts, Inc. held on _____, 2020, it was VOTED, THAT

Adam Winfield
President

of Simple Recycling Massachusetts, Inc. be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract or obligation in the name of Simple Recycling Massachusetts, Inc. on its behalf by such officer under seal of Simple Recycling Massachusetts, Inc. shall be valid and binding upon Simple Recycling Massachusetts, Inc.

I hereby certify that I am the clerk of the above named corporation and that Adam Winfield is the duly elected officer as above of said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Date

Clerk

Massachusetts Addendum A: Indemnification and Insurance

INDEMNIFICATION

Contractor shall compensate TOWN for all damage to TOWN property of any nature arising out of Contractor's work. Contractor shall indemnify, defend and save harmless TOWN, and Town's officers, attorneys, agents and employees, boards, commissions, committees, and representatives from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by Contractor or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against TOWN and any judgment that may be obtained in any such claim or suit. Contractor further agrees to reimburse TOWN for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its' or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by TOWN's gross negligence or willful misconduct. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this contract.

INSURANCE

Contractor shall obtain and maintain throughout the term of the Agreement and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. TOWN of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."

- g. Certificates evidencing such insurance in five (5) copies shall be furnished to TOWN at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Contractor shall make no claims against TOWN or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. Contractor shall also be required to provide to TOWN with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that TOWN is named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which: is not licensed to sell insurance in the Commonwealth of Massachusetts; or is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement and shall operate as an immediate termination thereof.

Contractor shall provide to TOWN a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by Contractor.