

# **CONTRACT**

for

**MUNICIPAL SOLID WASTE DISPOSAL  
CONSTRUCTION & DEMOLITION DEBRIS DISPOSAL  
BULKY ITEM DISPOSAL**

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 disposal of construction & demolition debris and bulky items; and

Whereas, this Contract is being entered into by OWNER and CONTRACTOR respecting the disposal 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, district 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.

**Municipal Solid Waste:** For purposes of this Contract, Municipal Solid Waste includes burnable household trash.

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

**Bulky Items:** For purposes of this Contract, bulky items include furniture and mattresses.

**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.

## **ARTICLE III. DETERMINATION OF RESPONSIBILITY**

CONTRACTOR is responsible for the safe operation of their personnel while they are 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 IV. 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.

Tipping fees associated with materials transported from the Facility are set forth in Attachments A + B.

## **ARTICLE V. 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 set forth in Attachment A + B.

See attachment A + B.

## **ARTICLE VI. 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 later 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 obligation 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 VII. CONTRACT AMENDMENT**

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

## **ARTICLE VIII. 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 IX. 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 X. 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 XI. 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 XII. 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 XIII. CONSENTS**

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

#### **ARTICLE XIV. 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 XV. FUEL SURCHARGE or OTHER CHARGES**

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

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

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

WITNESS: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER: TOWN OF WOLFEBORO

ATTACHMENT A

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

|   |          |
|---|----------|
| FROM 1 January 2021 TO 31 December 2021 | \$ _____ |
| FROM 1 January 2022 TO 31 December 2022 | \$ _____ |
| FROM 1 January 2023 TO 31 December 2023 | \$ _____ |
| Option Years                            |          |
| 1 Jan. 2024 - 31 Dec. 2024              | \$ _____ |
| 1 Jan. 2025 - 31 Dec. 2025              | \$ _____ |

ATTACHMENT B

OWNER agrees to pay CONTRACTOR for Construction and Demolition Debris & Bulky Item disposal according to the following fee schedule:

|   |          |
|---|----------|
| FROM 1 January 2021 TO 31 December 2021 | \$ _____ |
| FROM 1 January 2022 TO 31 December 2022 | \$ _____ |
| FROM 1 January 2023 TO 31 December 2023 | \$ _____ |
| Option Years                            |          |
| 1 Jan. 2024 - 31 Dec. 2024              | \$ _____ |
| 1 Jan. 2025 - 31 Dec. 2025              | \$ _____ |