

FIRST AMENDMENT TO THE CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL BETWEEN TOWN OF TOWNSEND AND G.W. SHAW & SON, INC. DATED

This First Amendment to the Contract for Municipal Solid Waste Collection And Recyclable Material Collection And Disposal (the "First Amendment") is entered by and between G.W. Shaw & Son, Inc. ("CONTRACTOR"), a corporation, having a usual place of business in New Ipswich, New Hampshire, and the Town of Townsend, a municipal corporation located in the Commonwealth of Massachusetts (the "TOWN").

W I T N E S S E T H:

WHEREAS, CONTRACTOR and the TOWN have entered into that certain Contract for Municipal Solid Waste Collection And Recyclable Material Collection And Disposal dated as of June 22, 2011 as amended to date, (the "CONTRACT"); and

WHEREAS, the Parties desire to modify certain terms and conditions contained in the CONTRACT as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual benefits obtained hereby, CONTRACTOR and the TOWN hereby agree as follows:

The terms used in this First Amendment with the initial letter capitalized, unless otherwise defined herein, have the same meanings as in the CONTRACT.

1. Amendments.

A. ARTICLE II. AGREEMENT, is hereby amended by deleting the words "3-year Contract, beginning July 1, 2011 and ending June 30, 2014" in the first paragraph of Article II, and replacing them with the following words: "4-year Contract, beginning July 1, 2011 and ending June 30, 2015."

B. ARTICLE IV. GENERAL REQUIREMENTS, Section H. Level of Service, is hereby amended by inserting the words "and the fourth year 2 thirty-three gallon barrels" before the words "will be accepted from each household" in the second paragraph of Section H.

C. ARTICLE V. PAYMENTS TO CONTRACTOR , Section A, term and payment shall be amended by inserting, after the third sentence in Section A, the following new sentence: “Also to be provided with each invoice are the weigh-in slips from the facility at which the recyclables were processed.” In addition, delete the following from Section A:

“For July 1, 2011 through June 30, 2012

REFUSE COLLECTION AND TRANSPORT	<u>\$396,000.00</u>
DUMPSTER REFUSE COLLECTION AND TRANSPORT	<u>\$included in price</u>
RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING	<u>\$included in price</u>
2 ROLL OFFS FOR BULKIES & C&D	<u>\$included in price</u>
DISPOSAL TIPPING/TONNAGE FEE	<u>\$78.00/Ton</u>

For subsequent years, the contract price will be determined by applying an annual adjustment. The annual total payment will be increased by the increase in the Consumer Price Index (CPI) for the Boston-Brockton-Nashua area for the aforementioned price items based on a time frame from the November to November. The annual increase shall not exceed a maximum of three (3) percent per year. The increase will be made on June 30 of each year.”

Replace the above deleted text in Section A with the following:

“For July 1, 2014 through June 30, 2015

REFUSE COLLECTION AND TRANSPORT	<u>\$434,000.00</u>
DUMPSTER REFUSE COLLECTION AND TRANSPORT	<u>\$included in price</u>
RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING	<u>\$included in price</u>
1 METAL ROLL OFF, TRANSPORT AND PROCESSING	<u>\$included in price</u>
2 ROLL OFFS FOR BULKIES, 40 YARD AND 30 YARD	<u>\$included in price</u>
4 TRANSPORT AND PROCESSING OF RIGID PLASTICS ROLL OFF	<u>\$included in price</u>
DISPOSAL TIPPING/TONNAGE FEE	<u>\$73.00/Ton”</u>

D. ARTICLE XXIII. RECYCLABLE REBATE, is hereby deleted.

2. Effect of Modification. Except as expressly modified by the terms and conditions of this First Amendment, each and every one of the terms and conditions of the CONTRACT is hereby ratified and confirmed, and remains in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions of the CONTRACT, the terms and conditions of this First Amendment shall govern.

3. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and such counterparts together shall constitute one instrument.

[signature page follows]

In WITNESS WHEREOF these parties have signed this _____ day of _____ in the year of 2014.

TOWN OF TOWNSEND, MASSACHUSETTS
BY THE TOWN ADMINISTRATOR, BOARD OF SELECTMEN AND BOARD OF HEALTH

BOARD OF HEALTH

Chris Genoter 3/24/14
Chris Genoter, Chairman Date

BOARD OF SELECTMEN

Sue Lisio 3/18/14
Sue Lisio, Chairman Date

Michelle Dold 3-24-14
Michelle Dold, Vice Chairman Date

James LeCuyer 3/24/14
James LeCuyer, Clerk Date

Colin McNabb 3/18/14
Colin McNabb, Clerk Date

Andrew Sheehan 3/18/14
Andrew Sheehan, Town Administrator

Town Counsel

Kimberly Fales 5/13/14
Kimberly Fales, Town Accountant
(approved as to availability of funds)

(affix corporate seal)

G.W. Shaw & Son, Inc.

By: Glen W. Shaw
Glen W. Shaw
G.W. Shaw & Son, Inc.

Date: 3-18-14

In WITNESS WHEREOF these parties have signed this _____ day of _____ in the year of 2014.

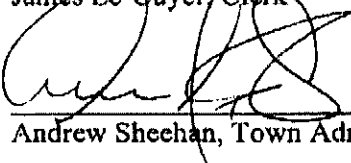
TOWN OF TOWNSEND, MASSACHUSETTS
BY THE TOWN ADMINISTRATOR, BOARD OF SELECTMEN AND BOARD OF HEALTH

BOARD OF HEALTH

Chris Genoter, Chairman Date

Michelle Dold, Vice Chairman Date

James LeCuyer, Clerk Date



Andrew Sheehan, Town Administrator

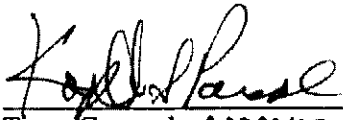
BOARD OF SELECTMEN



Sue Lisio, Chairman Date



Colin McNabb, Clerk Date




Town Counsel, Approved as to
Form only

Kimberly Fales, Town Accountant
(approved as to availability of funds)

(affix corporate seal)

G.W. Shaw & Son, Inc.

By: 

Glen W. Shaw
G.W. Shaw & Son, Inc.

Date: 3-18-14