

**AMENDMENT  
TO  
AGREEMENT BETWEEN  
THE TOWN OF KENSINGTON  
AND  
CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC**

**RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT FOR  
THE TOWN OF KENSINGTON, NH**

Original Agreement Dated April 3, 2020 (the "Original Agreement")

The parties agree that the following provisions shall be binding upon the parties and shall supersede any provisions in the Original Agreement which shall conflict with this Amendment.

**I. DEFINITIONS**

The following definition is added to the Original Agreement under Article I:

"Carts" means ninety five (95) gallon, sixty five (65 gallon) or thirty five (35 gallon) wheeled carts, one per residence for Acceptable Waste collection and one per residence for Recycle collection, owned and provided by Casella at its sole cost and expense.

**II. COLLECTION AND TRANSPORT OF ACCEPTABLE WASTE AND RECYCLING**

The following sections of the Original Agreement under Article II are amended and replaced with the following:

**Section 6. Acceptable Waste Collection**

Casella shall once each week remove the Acceptable Waste from Carts at each household that has been placed at the sidewalk, or at the edge of the travel way, or at such place as the Town shall direct, from each Residential Unit situated upon public or private ways within the Town. All acceptable Waste shall become the property of Casella once collected. After pick-up, Casella shall replace all Carts in their original location of the traveled way.

Casella will only collect Acceptable Waste contained inside authorized ninety five (95), sixty five (65), or thirty five (35) gallon Cart. Casella will not service overflow outside of cart in a bag or unauthorized container.

The collection schedule shall be prepared annually by Casella and must be approved in advance, in writing, by the Board of Selectmen.

**Section 7. Recyclable Materials Collection**

Casella shall once each week remove all Recyclable Materials from Carts at each household that have been placed at the sidewalk, or at the edge of the travel way, or at such place as the Town shall direct, from each Residential Unit situated upon public and private ways open and passable to the public within the Town. All Recyclable Materials shall become the property of Casella once collected. Notwithstanding such change in title, the Town shall be credited

with such Recyclable Materials collected for purposes of the revenue share under Article III, below. After pick-up, Casella shall replace all Carts in their original location.

Casella will only collect Acceptable Waste contained inside authorized ninety five (95), sixty five (65), or thirty five (35) gallon Cart. Casella will not service overflow outside of cart in a bag or unauthorized container.

The collection schedule shall be prepared annually by Casella and must be approved in advance, in writing, by the Board of Selectmen.

### **III. FEES**

The following provisions are added to Article III of the Original Agreement, amending and replacing the two (2) paragraphs with same caption, upon commencement of automated collection:

The Town shall pay Contractor as follows once automated collection commences:

**Municipal Solid Waste Collection** – Eighty Four Thousand Six Hundred Fifty Nine Dollars and Twelve Cents (\$84,659.12) annually. Annual collection rate will increase 4% annually on service anniversary date of contract (April 1<sup>st</sup>).

**Recycling Collection** – Fifty Nine Thousand Six Hundred Ninety Dollars and Twelve Cents (\$59,690.12) annually. Annual collection rate will increase 4% annually on service anniversary date of contract (April 1<sup>st</sup>).

### **IV. TERM**

The following provision of the Original Agreement under Article IV is amended and replaced, with the following:

The term of this Agreement shall be for a period of six (6) years, from April 1, 2020 through March 31, 2026, unless earlier terminated as provided for under the terms of the Original Agreement.

### **XIX. MISCELLANEOUS**

The following provision is added to Article XIX of the Original Agreement:

The Town is seeking a grant through The Recycling Partnership. If the Town is awarded the grant from The Recycling Partnership, the following procedures would be utilized for the Town to receive a credit on each monthly invoice for the term of the agreement. During the first month of automated collection, the Town will provide Casella a one-time, lump sum payment equal to the per unit cart grant amount from The Recycling Partnership multiplied by the number of eligible households. Casella will provide the Town a monthly credit for the remaining term of the agreement equal to the lump sum payment divided by the remaining months of the agreement.


Except as amended by this Amendment, the Original Agreement shall be and remains in full force and effect and unchanged. By this Amendment, the Original Agreement is ratified and confirmed by

Casella and the Town. To the extent these terms are inconsistent or conflict with the terms of the Original Agreement, the terms of this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of a PDF or other electronic counterpart of this Amendment executed by a party shall be deemed to constitute delivery of an original executed by such party.

The parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals on the date and year written below.

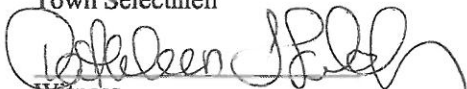
Accepted this 5th day of April, 2021.

**Town of Kensington**

By:   
Town Selectmen


By: Robert Solomon  
Town Selectmen

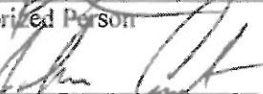
By: Robert Gustafson  
Town Selectmen

  
Witness

Accepted this 7th day of April, 2021.

**Casella Waste Management of Massachusetts, Inc.**

By:   
Authorized Person

  
Witness

