

Town of Bowdoinham Maine
Curbside Waste Pick-up and Transportation Contract
July 1, 2026 through June 30, 2027

Know all men by these presents, that the inhabitants of the Town of Bowdoinham in the County of Sagadahoc and the State of Maine, a municipal corporation, hereinafter referred to as Town, and Richard Plummer & Son, Inc. 28 Edgecomb Road, Lisbon Falls, Maine 04252, in the County of Androscoggin and State of Maine, hereinafter referred to as contractor, agrees as follows:

Scope of Services – The contractor agrees to collect all municipal solid waste (MSW) and deliver it to the designated waste facility.

Term of Contract – This contract shall be in force for the term of one (1) year commencing July 1, 2026 and ending June 30, 2027 and at the rate hereinafter set forth.

Equipment – The contractor shall furnish the necessary, adequate and satisfactory motor-driven equipment, at his own expense, for collection and transportation of waste. The contractor shall have one additional truck ready and available for use as a back-up in case of a breakdown of the primary equipment.

Collection Day – The contractor agrees and covenants that the collection day for municipal solid waste will be Thursday for the entire term of the contract. In the event that a Thursday falls on a holiday, or in the event that weather conditions are so extreme that the contractor and the Town Manager determine that collection of curbside waste would constitute a safety hazard, then the collection day will be the following Saturday.

Collection Time – The contractor will begin collection at 6:00 a.m. local time and will cease collection when the entire town has been serviced.

Service Area – The contractor agrees to service all town ways and all private ways in Bowdoinham that meet the road standards in the Town's Subdivision Ordinance, that have 3 or more dwelling units on the road.

Non-Performance Sequence – If the contractor is unable to perform in accordance with the terms and conditions of this contract, at any time during the contract period, the Town reserves the right to perform the collection and delivery services with Town owned equipment or hire another contractor or individual to perform the collection and delivery services and to charge the contractor for the additional cost and expenses incurred. Additional cost to mean any amount over and above the budgeted amount of the contract. If non-performance of the contract continues, the town reserves the right to terminate the agreement and the contractor shall be responsible for any costs the Town incurs until the Town reassigns the contract.

Disability or Death of Contractor – Permanent 100% physical disability or death automatically terminates this contract without penalties or back charges.

Non-Transferable Contract – The contract shall be considered non-transferable.

Change in designated Waste Facility – The Town reserves the right to designate the facility.

Subcontracting Prohibited – Subcontracting will not be allowed without prior written approval by the Town Manager.

Insurance Coverage Provisions – The contractor covenants and agrees to hold the Town safe and harmless from all claims for personal and bodily injury, including worker's compensation, death and property damage arising out of performance of this contract.

At his own expense the contractor shall procure the following:

- a. Commercial vehicle liability insurance, carrying a minimum of \$400,000 bodily injury and minimum of \$400,000 property damage liability;
- b. Adequate insurance to allow entry to the designated waste facility.

The contractor will, within the first thirty (30) days of the contract, provide the town with a certificate of insurance proving the above coverage.

Payment Rate and Schedule – The Town agrees and covenants to pay the contractor in consideration of the faithful performance as heretofore mentioned for the curbside collection and delivery of bags of MSW to the designated waste facility at the following rate:

<u>Contract Year</u>	<u>Cost Per Bag</u>
July 1, 2026 – June 30, 2027	Solid Waste: \$2.35 per bag

Quality of Performance – The contractor shall perform the waste collection and delivery of services provided herein to the satisfaction of the Town Manager, who has the right of inspection at all times and whose approval and acceptance of said services shall be a condition precedent to payments made by the town under this agreement.

Termination Authority – The Town through its Select Board may terminate this agreement at any time at the discretion of the Select Board and with the recommendation of the Town Manager for any cause or reason without further liability for payment subsequent to the date of termination.

In Witness Whereof, the parties have hereunder set their hands and seals.

Town of Bowdoinham:

Dated: _____

Nicole Briand, Town Manager

Witness

Richard Plummer & Son, Inc:

Dated: _____

Richard Plummer, President

Witness