

AMENDMENT ONE

AGREEMENT BETWEEN THE CITY OF MEDFORD AND WASTE MANAGEMENT OF MASSACHUSETTS, INC.

An Agreement was made and entered into as of the 24th day of October, 2023, effective July 1, 2024, by and between the City of Medford (hereinafter "City") and Waste Management of Massachusetts, Inc. (hereinafter "Contractor").

WHEREAS, based on certain undertakings and agreements on the part of the Contractor and the City, subject to the terms of this AMENDMENT ONE, the parties do hereby agree to modify the Agreement.

WHEREAS, the terms "damage," normal routine maintenance," and "normal wear and tear" referenced in Part II Section 2.8 CART DELIVERY AND MAINTENANCE of the Agreement are not defined terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises and covenants set forth below the parties agree as follows:

1. ARTICLE 1. DEFINITIONS of Part 1. CONTRACT is hereby amended to include the following defined terms:
 - a. Damage: harm to a Cart impairing its ability to roll, secure, or hold contents. Damage to a Cart that is repairable is covered under Normal Routine Maintenance. Damage to a Cart that is beyond repair and requires replacement will be attributed to CITY, Service Recipient, or CONTRACTOR depending on the circumstances under which the damage occurred and the responsibility of replacement cost will be assigned accordingly.
 - b. Normal Routine Maintenance: repair of malfunctioning or broken parts including lids and wheels that impair the functionality of a Cart in order to restore to the Cart the ability to roll easily and secure contents.
 - c. Normal Wear and Tear: the physical deterioration that occurs with the normal use of a Cart without negligence, carelessness, accident with, or abuse leading to functional failure of the Cart due to having reached its "end of life."
2. EXHIBIT B – RATE SCHEDULE is hereby amended with EXHIBIT B – RATE SCHEDULE – AMENDED 3/27/24 and attached hereto.

All other terms and conditions of the original Agreement remain unchanged and in full force and effect except those expressly modified herein by this AMENDMENT ONE.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT ONE which shall be effective as of this ____ day of May, 2024.

City of Medford

DocuSigned by:

Breanna Lungo-Koehn

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By: Breanna Lungo-Koehn

Its: Mayor

Waste Management of Massachusetts, Inc.

By: Christopher Lucarelles

Its: President

DocuSigned by:

Timothy J. McGivern

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By: Timothy McGivern

Its: Commissioner of Public Works

Approved as to Form

DocuSigned by:

Fiona Maxwell

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By: Fiona Maxwell

Its: Chief Procurement Officer

Approved subject to availability of Funds

DocuSigned by:

By: Bob Dickenson

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By: Bob Dickenson

Its: Finance Director

EXHIBIT B - RATE SCHEDULE - AMENDED 3/27/24Yr1 (FY2025)⁴ Yr2 (FY2026) Yr3 (FY2027) Yr4 (FY2028) Yr5 (FY2029)**A. Curbside Services**

Annual Weekly Trash Collection Rate	\$3,164,388	\$3,275,142	\$3,389,772	\$3,508,414	\$3,631,208
Annual Bi-Weekly Trash Collection Rate	-	-	\$2,378,016	\$2,461,247	\$2,547,390
Annual Recycling Collection Rate	\$1,667,208	\$1,725,560	\$1,785,955	\$1,848,463	\$1,913,160
Annual Deferral Schedule ²	(\$300,000)	(\$400,000)	\$105,000	\$89,250	\$79,862.50
Trash Disposal Rate Per Ton	\$94.00	\$98.70	\$103.64	\$108.82	\$114.26
Recycling Processing Rate Per Ton	See Exhibit D				
Bulky Item Collection Fee Per Item ³	\$26.00	\$26.91	\$27.85	\$28.83	\$29.84
White Good Collection Fee Per Item	\$26.00	\$26.91	\$27.85	\$28.83	\$29.84
Television and Monitor Collection Fee Per Item	\$40.00	\$41.40	\$42.85	\$44.35	\$45.90
Fee Per Overflow Bag (w/ Weekly Trash Collection)	\$1.50	\$1.55	\$1.61	\$1.66	\$1.72
Fee Per Overflow Bag (w/ Bi-Weekly Trash Collection)	-	-	\$2.00	\$2.07	\$2.14
Extra Carts – Cart/Month (Weekly Trash Collection) ⁴	\$16.00	\$16.56	\$17.14	\$17.74	\$18.36
Extra Carts – Cart/Month (Weekly Trash Disposal Fee) ⁴	\$6.42	\$6.64	\$6.87	\$7.11	\$7.36
Extra Carts – Cart/Month (Bi-Weekly Recycling Collection) ⁴	\$10.00	\$10.35	\$10.71	\$11.09	\$11.48
Extra Carts – Cart/Month (Bi-Weekly Trash Collection) ⁵	-	-	\$8.57	\$8.87	\$9.18
Extra Carts – Cart/Month (Bi-Weekly Trash Disposal Fee) ⁵	-	-	\$3.44	\$3.56	\$3.68
Extra Carts – Cart/Month (Bi-Weekly Recycling Collection) ⁵	-	-	\$5.36	\$5.54	\$5.74

B. Roll-off Services - School and Municipal Locations

Trash Compactor Rate Per Haul	\$360	\$378	\$397	\$417	\$438
Trash Open Top Rate Per Haul	\$340	\$357	\$375	\$394	\$413
Recycling Compactor Rate Per Haul	\$350	\$368	\$386	\$405	\$425
Recycling Open Top Rate Per Haul	\$340	\$357	\$375	\$394	\$413
Open Top Rental Fee / Container/ Month	\$100	\$105	\$110	\$116	\$122
40yd Storage Rental Fee / Container / Month	\$150	\$158	\$165	\$174	\$182
Monthly Compactor Rental Fee	Rates will be provided upon Request				

(CONTINUED FROM ABOVE)

Yr6 (FY2030) Yr7 (FY2031) Yr8 (FY2032) Yr9 (FY2033) Yr10 (FY2034)

A. Curbside Services (continued)

Annual Weekly Trash Collection Rate	\$3,758,300	\$3,889,841	\$4,025,985	\$4,166,895	\$4,312,736
Annual Bi-Weekly Trash Collection Rate	\$2,636,549	\$2,728,828	\$2,824,337	\$2,923,189	\$3,025,500
Annual Recycling Collection Rate	\$1,980,120	\$2,049,424	\$2,121,154	\$2,195,395	\$2,272,233
Annual Deferral Schedule ²	\$ 429,887.50	-	-	-	-
Trash Disposal Rate Per Ton	\$119.97	\$125.97	\$132.27	\$138.88	\$145.82
Recycling Processing Rate Per Ton	See Exhibit D				
Bulky Item Collection Fee Per Item ³	\$30.88	\$31.96	\$33.08	\$34.24	\$35.44
White Good Collection Fee Per Item	\$30.88	\$31.96	\$33.08	\$34.24	\$35.44
Television and Monitor Collection Fee Per Item	\$47.51	\$49.17	\$50.89	\$52.67	\$54.52
Fee Per Overflow Bag (w/ Weekly Trash Collection)	\$1.78	\$1.84	\$1.91	\$1.98	\$2.04
Fee Per Overflow Bag (w/ Bi-Weekly Trash Collection)	\$2.22	\$2.30	\$2.38	\$2.46	\$2.54
Extra Carts – Cart/Month (Weekly Trash Collection) ⁴	\$19.00	\$19.67	\$20.36	\$21.07	\$21.81
Extra Carts – Cart/Month (Weekly Trash Disposal Fee) ⁴	\$7.62	\$7.89	\$8.16	\$8.45	\$8.75
Extra Carts – Cart/Month (Bi-Weekly Recycling Collection) ⁴	\$11.88	\$12.29	\$12.72	\$13.17	\$13.63
Extra Carts – Cart/Month (Bi-Weekly Trash Collection) ⁵	\$9.50	\$9.83	\$10.18	\$10.53	\$10.90
Extra Carts – Cart/Month (Bi-Weekly Trash Disposal Fee) ⁵	\$3.81	\$3.94	\$4.08	\$4.22	\$4.37
Extra Carts – Cart/Month (Bi-Weekly Recycling Collection) ⁵	\$5.94	\$6.15	\$6.36	\$6.58	\$6.81

B. Rolloff Services - School and Municipal Locations (continued)

Trash Compactor Rate Per Haul	\$459	\$482	\$507	\$532	\$558
Trash Open Top Rate Per Haul	\$434	\$456	\$478	\$502	\$527
Recycling Compactor Rate Per Haul	\$447	\$469	\$492	\$517	\$543
Recycling Open Top Rate Per Haul	\$434	\$456	\$478	\$502	\$527
Open Top Rental Fee / Container/ Month	\$128	\$134	\$141	\$148	\$155
40yd Storage Rental Fee / Container / Month	\$191	\$201	\$211	\$222	\$233
Monthly Compactor Rental Fee	Rates will be provided upon Request				

C. Prevailing Wage Adjustment

All collection rates above are based on a prevailing wage rate of \$47.06 per hour. In the event that CONTRACTOR is required to pay rates in excess of \$47.06 per hour CONTRACTOR will charge the CITY the following adjustment for every \$0.10 the required rates exceed \$47.06 per hour:

Weekly Trash Collection: \$511 per month

Bi-Weekly Trash Collection: \$405 per month

D. Schools, Municipal Facilities, Business Districts, and Medford Housing Authority

Carts at these locations will be charged according to the Extra Cart Rates found in the above table.

Dumpsters at these locations will be charged according to the Commercial Collection Services Rates found in the tables below.

E. Commercial Collection Services - Rate Sheet⁶**I. Monthly Trash Rates**

Frequency of Collection	1 X Week	2 X Week	3 X Week	4 X Week	5 X Week	6 X Week
64 Gallon Cart ⁷	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
96 Gallon Cart ⁷	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
2 Cubic Yard Dumpster	\$185.09	\$349.34	\$513.59	\$677.84	\$842.09	\$1,006.34
4 Cubic Yard Dumpster	\$261.06	\$497.43	\$733.80	\$970.17	\$1,206.54	\$1,442.91
6 Cubic Yard Dumpster	\$341.41	\$649.90	\$958.39	\$1,266.89	\$1,575.38	\$1,883.87
8 Cubic Yard Dumpster	\$417.92	\$798.53	\$1,179.15	\$1,559.77	\$1,940.38	\$2,321.00
10 Cubic Yard Dumpster	\$496.07	\$948.81	\$1,401.55	\$1,854.29	\$2,307.03	\$2,759.77

II. Monthly Recycling Rates

Frequency of Collection	1 X Week	2 X Week	3 X Week	4 X Week	5 X Week	6 X Week
64 Gallon Cart ⁷	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
96 Gallon Cart ⁷	\$13.00	\$80.00	\$145.00	\$210.00	\$275.00	\$340.00
2 Cubic Yard Dumpster	\$121.20	\$221.55	\$321.91	\$422.26	\$522.62	\$622.97
4 Cubic Yard Dumpster	\$135.98	\$247.28	\$358.58	\$469.88	\$581.18	\$692.48
6 Cubic Yard Dumpster	\$155.16	\$277.40	\$399.64	\$521.88	\$644.13	\$766.37
8 Cubic Yard Dumpster	\$170.49	\$303.67	\$436.86	\$570.05	\$703.23	\$836.42
10 Cubic Yard Dumpster	\$187.47	\$331.60	\$475.73	\$619.86	\$763.99	\$908.12

III. Rolloff Rates

Trash Compactor Rate Per Haul	\$360
Open Top - Per Haul - Trash	\$340
Compactor Per Haul - Recycling	\$350
Open Top Per Haul - Recycling	\$340
Open Top Rental / Container/ Month	\$100
40yd Storage Rental / Container / Month	\$150
Compactor Rental Fee	Rental quotes for compacting units will be provided upon request

E. Commercial Collection Services - Rate Sheet⁸ (continued)**iv. Commercial Collection Services and Fees**

Extra Pickup Rates	Trash	Recycling
64 Gallon Cart ⁷	\$59.90	\$59.90
96 Gallon Cart ⁷	\$59.90	\$59.90
2 Cubic Yard Dumpster	\$155.00	\$108.50
4 Cubic Yard Dumpster	\$190.00	\$133.00
6 Cubic Yard Dumpster	\$220.00	\$154.00
8 Cubic Yard Dumpster	\$255.00	\$178.00
10 Cubic Yard Dumpster	\$285.00	\$199.50
Energy Fee	Applicable to Commercial Collection Service which will fluctuate monthly based on changes in fuel pricing	
Overage Fee	\$225 per occurrence applicable when a dumpster is overloaded with trash or recycling	
Industry Specific Fee	CONTRACTOR reserves the right to add a fee for categories of businesses which typically produce denser waste. Examples include, but are not limited to, restaurants and grocery stores. CONTRACTOR agrees to waive this fee for restaurants and grocery stores that participate in the CITY's Organics Collection program.	
Recyclable Material Offset	This is an adjustment to account for the changes in commodity pricing. This is only applicable to recycling services.	
Contamination Fee	Applicable when trash or recycling dumpsters are contaminated with non-Trash or non-Recyclables, respectively. Fee varies based on amount of contamination.	
Compactor Rental Fee	Rental quotes for compacting units will be provided upon request	

F. Condo Rates with City Subsidy on Disposal / Processing⁸**Monthly Collection Rates**

1 X Week Service	Trash	Recycling
64 Gallon Cart ⁷	\$13	\$13
96 Gallon Cart ⁷	\$13	\$13
2 Cubic Yard Dumpster	\$80	\$80
4 Cubic Yard Dumpster	\$160	\$160
6 Cubic Yard Dumpster	\$240	\$240
8 Cubic Yard Dumpster	\$320	\$320
10 Cubic Yard Dumpster	\$400	\$400

G. Per Cart Replacement Fee

Carts lost, stolen, damaged due to citizen neglect or normal wear and tear shall be replaced at the following rates in Year 1. Rates shall increase by 3.5% each year in Years 2 through 10.

64 Gallon Cart	\$60
96 Gallon Cart	\$75

Notes / Clarifications

1. Fiscal Year means CITY's fiscal year, starting July 1 and concluding on June 30.

2. A payment deferral of \$700,000 is allowable as indicated. CITY shall be required to remit a minimum payment not less than 15% of the total cumulative balance of deferred payments in each of FY27, FY28 and FY29. The total deferral amount will be repaid on or before July 30, 2029. This illustration assumes CITY defers the full \$700,000 available to it and the minimum repayments. Nothing would prevent the repayment of higher amounts should CITY be in position to do so. The schedule of payments will be determined pursuant to Section 2.19 F of Part I Contract.

Notes / Clarifications (continued)

3. Bulky Items: The rates shown above reflect the total amount due to CONTRACTOR. CONTRACTOR will bill the Resident directly the entire per item rate or CITY may elect to subsidize all or a portion of the per item rate. While it is anticipated that the CITY will initially subsidize 50% of the per item rate with the remaining 50% billed directly to the Resident, CITY reserves the right to change the apportionment of the subsidy at anytime.

4. Trash and/or Recycling Carts issued to Residents in excess of the single cart included in the base collection service will be billed directly to the resident. Rates shown are per cart per month. Rates indicated are in effect while the CITY has weekly trash collection. Residents requesting extra Trash carts will be charged the "Extra Carts – Cart/Month (Weekly Trash Collection Fee)" and the "Extra Carts – Cart/Month (Weekly Trash Disposal Fee)" per extra Trash cart. WM will remit to CITY \$50 per extra Trash cart per year. The amount remitted to CITY will increase by 3.5% annually effective July 1, 2025. Trash and/or Recycling Carts issued to service locations not included in the original 19,230 unit count will be billed directly to CITY.

5. Rates indicated replace previous extra carts rates when the CITY initiates city-wide bi-weekly trash collection. Residents requesting extra Trash carts will be charged the "Extra Carts – Cart/Month (Bi-Weekly Trash Collection Fee)" and the "Extra Carts – Cart/Month (Bi-Weekly Trash Disposal Fee)" per extra Trash cart. WM will remit to CITY \$26.81 per extra Trash cart per year effective July 1, 2027. The amount remitted to CITY will increase by 3.5% annually. Trash and/or Recycling Carts issued to service locations not included in the original 19,230 unit count will be billed directly to CITY.

6. All Commercial Collection Service rates set forth in this section apply only to Year 1 of the Contract. All Commercial Collection Service rates shall increase by 5% per year in Years 2 through 10, with the exception of 64-gallon and 96-gallon cart services, which shall be increased at 3.5% per year in Years 2 through 10. All rates include disposal costs and/or processing costs unless otherwise noted.

7. Rates for 64 gallon and 96 gallon trash and recycling carts reflect the collection costs only. Disposal and Recycling Processing costs for these services are included in the respective curbside trash disposal and recycling processing fees paid by the CITY.

8. Dumpsters and carts at specified Condos will be collected on the same routes as the CITY's curbside service and the CITY will pay for the disposal / processing costs. Condos will be charged directly for collection. Rates will increase annually by 3.5% starting 7/1/2025. CITY may elect to discontinue this program at anytime. CONTRACTOR agrees to cap annual price increases to 3.5% for additional collection services provided to these locations.