

TOWN OF DEDHAM AND LUCERNE-in-MAINE VILLAGE CORPORATION

Trash Contract

This contract ("contract") is between the Town of Dedham and the Lucerne-in-Maine Village Corporation (referred to as "we" or "our") and _____
(enter name of contractor)

(referred to as "you"). When this Contract refers to you, it includes your employees and agents. The subject of this Contract is for trash collection.

1. SERVICES: What and When

- You agree to provide adequate and satisfactory motor driven equipment, collection containers, and manpower to collect mixed residential rubbish every _____ from roadside or general collection points along the roads
(enter preferred day(s) of collection)
specified with a YES or SEASONAL in the Road List, attached as List C. Seasonal collection is provided May 1 through October 31. Roads covered by this contract more comprehensively listed on the attached List B.
- You agree to furnish and empty or collect dumpsters from locations specified in List A.
- You agree to transport collected materials to the sight designated by Municipal Review Committee. In recent years designated sights have included PERC, Juniper Ridge, and Fibrigh. We will pay all tipping fees.

2. INDEPENDENT CONTRACTOR:

You, your agents, and employees, during the performance of this contract, shall act in an independent capacity and not as officers, employees, or agents of the Town. Any manpower needed to fulfill the obligations described under this contract shall be employed by you and you shall be solely responsible for complying with applicable state and Federal laws including, but not limited to, worker's compensation law, employment security law, and minimum wage law.

As an independent contractor, you will be responsible for maintaining your equipment in a safe, operable, and legal condition.

3. INSURANCE:

You agree to maintain insurance at the following levels and to list the Town as additionally insured where applicable;

- Worker's Compensation or the equal of \$100,000 EL each accident, \$100,000 EL Disease – each employee, \$500,000 EL Disease – policy limit.
- General liability: \$500,000 each occurrence, \$5,000 medical expense (any one person), \$1,000,000 general aggregate, \$1,000,000 products – com/op aggregate, \$1,000,000 automobile liability – combined single limit (each accident).

4. BILLS AND CLAIMS:

As an independent contractor, you will be responsible for all bills for labor, materials, equipment, and fuel and any other items which are incurred in providing the services outlined below. The Town will not pay such bills.

5. BREACH OF CONTRACT:

If you fail to perform according to the terms of this Contract at the time and in the manner specified, that failure shall be a breach of Contract.

In the event of a breach, the Town shall immediately give oral notice to you. You will then be required to perform within a reasonable time. "Reasonable time" may vary depending on the nature of the breach. In the event that you still do not (for whatever reason) perform your duties in the time stated, the Town shall have the following options:

- Terminate the Contract: We may terminate the Contract by sending you a written notice, stating the reason for termination. You will be paid for all work which is satisfactorily done by that time, but the remainder of the money due you under this Contract may be used to obtain another contractor to undertake collection of trash and recycling materials.
- Substitutions: We may hire a substitute contractor to handle the collection of trash and recycling materials for any period we consider necessary. This substitution will be paid from the remainder of any money due you (but unearned) under this Contract.
- The Town may also seek any other legal remedies available to enforce this Contract.

6. INDEMNIFICATION

You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss which may result from your performance of trash and recycling collection. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amounts (indemnify) for which the Town may be held liable in a legal action for such claims.

7. SUPERVISION AND CONTROL

As an independent contractor, you have the right and duty to supervise and control your employees, agents, and equipment. The Town personnel has the right to inspect collection operations and notify you of any problems, errors, or non-performance.

8. NOTICE AND CONTACT

The following persons shall be available and authorized to accept notices (written or oral), calls, and orders:

For the Contractor: Name: _____

Secondary: _____

Phone: _____ Emergency Number: _____

For the Town: Michelle Fish, Administrative Assistant to the Selectmen
2073 Main Road, Dedham, Maine 04429

Phone: 207.843.6217 Emergency: 207.479.6228

9. TERMS OF CONTRACT:

This Contract is for three years beginning July 1, 2024, with an option to extend the contract for two years or renewing the contract for five years without returning to the bidding process. Payment will be made on the Friday after the first Thursday of each month for the services provided the previous month.

	Price
2024/2025	
2025/2026	
2026/2027	

(enter bid price for each year)

10. AMENDMENT, SEVERABILITY, JURISDICTION

This Contract can be amended only by written consent of the Town, Village, and you. If any part of this Contract is declared by a Court to be void or unenforceable, the rest of the Contract continues to be valid and effective. This Contract is governed by the laws of the State of Maine.

In witness whereof, the parties or their duly authorized agents execute this Contract on this _____ day of _____, 2024.

For the Contractor

For the Town of Dedham

For the Lucerne-in-Maine Village Corporation

List A

Dumpster Locations

Dedham School (Main Road) Jenkins Beach (Green Lake Road)

List B

YEAR-ROUND COLLECTION

Allen Road
Ash Road
Bald Mountain Road
Balsam Road
Beaver Circle
Beech Hill Pond Road (tar)
Bohn Road (at 122)
Brentwood Road
Fernwood Road
Grand View Road
Green Lake Road
Hillside Drive
Hornbeam Road
Hurd Point Road
Jellison Hill Road
Johnson Road
Lakeview Avenue
Larkspur Road
Lily Road
Lower Dedham Road
Lunt Lane
Magnolia Road
Main Road
Mann Hill Road
Maple Road
McGinnis Road
Mill Road
Mill Stream Heights
Mountainy Pond Road
Mulberry Road
Norwood Road
Orpine Road
Peakes Hill Road
Pine Trail
Poplar Road
Privet Road
Rockridge Road
Rowe Brook Road
South Road
Spruce Road
Sunset Road
Tamarack Road
Thompson Road to the Y
Upper Dedham Road
Windy Way

SEASONAL COLLECTION

Chestnut Road at Box
Daley Road
Echo Cove Road
Fitts Mountain Road at Bridge
Hamm Drive
Hancock Road
Hemlock Road
Lakeview Avenue
Lodge Road
Pine Trail after 138
Sunset Road after 86