

RESIDENTIAL CURBSIDE FOOD WASTE COLLECTION SERVICE PREFERRED VENDOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the Town of _____, Massachusetts, hereinafter referred to as the Town, and Black Earth Compost, LLC, hereinafter referred to as the Contractor.

The parties agree as follows:

I. SCOPE OF WORK.

The Contractor will offer to provide weekly and biweekly subscription service to collect food waste and other acceptable compostable materials curbside from households in Town, including multi-family residences. Subscriptions shall be for one (1) year terms.

Contractor will work directly with residents of Town to establish subscription service. Residents will be directed to contact the Contractor to subscribe for service, regarding billing questions, and to report service issues. The Contractor will be responsible for all service issues relating to the contract. Information about the program will be provided to residents who contact the Town, including the contact information for the Contractor and pricing as provided in the bid.

The Contractor will manage all collected food waste at their own site(s). Management site(s) must be licensed by the Massachusetts Department of Environmental Protection. Basic data, including the number of weekly and biweekly subscribers, collected tonnage and processing location(s) for Town, is required to be reported by the Contractor to the South Shore Recycling Cooperative (SSRC) by January 15 for each preceding Calendar Year, and up to quarterly upon request by Town or SSRC.

II. PUBLIC PARTICIPATION, PROMOTION & EDUCATION:

Town and the SSRC will work with the Contractor to announce the launch of the program and provide ongoing promotion and education. The Contractor will be allowed to advertise that they are the preferred residential organics collection vendor with the Town. All advertising and marketing efforts by the Contractor pertaining to this program must be approved by Town [Department] prior to publication. Information about the program and a link to subscribe for service through the Contractor's website will be posted on the Town's and the SSRC's websites.

The Contractor shall develop an education plan to inform residents about best practices in managing food waste for curbside collection, including a detailed list of accepted materials. Materials will be distributed to subscribers and potential subscribers. Information from the education plan will be communicated to residents through social media and other communication channels at Town's discretion.

III. CONTRACT DOCUMENTS. The Contract documents consist of the following, which are either attached to this Agreement or are incorporated herein by referenced:

- a. This Town-Contractor Agreement;

- b. The South Shore Recycling Cooperative [Invitation for Bids](#) dated March 27, 2025;
- c. The Contractor's [Bid response](#) and attachments, dated April 4/15/2025;
- d. Certificate(s) of Insurance submitted by Contractor in connection with this Project.

This Town-Contractor Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the Town and the Contractor.

IV. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference. Contractor agrees to comply with same.

V. CONTRACT TERM. The initial term of the contract shall be up to two (2) years and one month, extending from the date hereof through June 30, 2027. The Town shall have the option, at its sole discretion, to renew this Contract for one (1) additional year, with a maximum cost increase of five percent (5%) in the contract pricing.

VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED. The execution of this contract does not constitute a notice to proceed or authorization to perform work. The Contractor will not be paid by the Town, but instead will be paid directly by residents who subscribe for service.

VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION. The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the Town harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

VIII. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that they will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the Town.

XI. TERMINATION. If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the Town, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or that the Contractor has violated any of the provisions of this Contract, or if service issues are reported to the Town at an unacceptable level, the Town may terminate this Contract. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

XII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIII. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such

adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this TOWN-CONTRACTOR Agreement.

XV. NOTICES

Any notice, report or other communication given under the provisions of this Contract shall be in writing and shall be deemed sufficient if sent to the addresses noted below:

To Town	To Contractor:
Town _____	Black Earth Compost
Address _____	2 Hillside Rd., Gloucester, MA 01930
Attn: _____	Attn: Conor Miller
Phone _____	262-227-1067
Email _____	Conor@blackearthcompost.com

Any party may change its notice address by notice similarly given.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

TOWN OF [TOWN]

By _____

By _____

Chief Procurement Officer

Print Name _____

Print Name _____

Date _____

Date _____

Title _____

Affix Corporate Seal Here

APPENDIX B –CURBSIDE SETUP AND COLLECTION COST FORM, p. 1 of 2

Indicate setup cost per household (HH), including animal-resistant locking curbside collection container and one roll of 15 compostable liners: \$ 36 /HH

Indicate pricing per HH per year for any or all Member Municipalities listed.

Pricing thresholds based on total HHs served:

Tier 1: 5 to 25 HH/mi² land area

Tier 2: 26-50 HH/mi²

Tier 3: 51-100 HH/ mi²

Tier 4: < 100 HH/ mi²

WEEKLY SERVICE PRICING

	pop (K)	land area (mi ²)	minimu m # HHs @ 5/ mi ²	Tier 1 up to x HHs	Tier 1 \$/HH/ year	Tier 2 up to x HHs	Tier 2 \$/HH/ year	Tier 3 up to x HHs	Tier 3 \$/HH/ year	Tier 4 \$/HH/ year
Abington	17.1	9.7	49	243	230	495	200	980	160	140
Braintree	39.1	20.7	104	518	230	1056	200	2091	160	140
Cohasset	8.4	9.8	49	245	230	500	200	990	160	140
Duxbury	16.1	23.8	119	595	230	1214	200	2404	160	140
East Bridgewater	14.4	17.2	86	430	230	877	200	1737	160	140
Hanover	14.8	15.6	78	390	230	796	200	1576	160	140
Hanson	10.6	15	75	375	230	765	200	1515	160	140
Hingham	24.3	22.2	111	555	230	1132	200	2242	160	140
Hull	10.1	2.8	14	70	230	143	200	283	160	140
Kingston	13.7	18.6	93	465	230	949	200	1879	160	140
Marshfield	25.8	28.5	143	713	230	1454	200	2879	160	140
Norwell	11.4	20.9	105	523	230	1066	200	2111	160	140
Pembroke	18.4	21.8		545	230	1112	200	2202	160	140
Plymouth*										
North Ply	4.5	3.5	18	88	230	179	230	354	200	160
Pinehills	5.4	1.6	8	40	230	82	230	162	200	160
Ply Ctr	7.9	3.9	20	98	230	199	230	394	200	160
Rockland	17.8	10	50	250	230	510	200	1010	160	140
Scituate	19.1	17.6	88	440	230	898	200	1778	160	140
Weymouth	57.4	16.8	84	420	230	857	200	1697	160	140
Whitman	15.1	7	35	175	230	357	200	707	160	140

* Due to Plymouth's size, Contractor may add defined neighborhoods if applicable

BIWEEKLY SERVICE PRICING

	pop (K)	land area (mi ²)	minimu m # HHs @ 5/ mi ²	Tier 1 up to x HHs	Tier 1 \$/HH/ year	Tier 2 up to x HHs	Tier 2 \$/HH/ year	Tier 3 up to x HHs	Tier 3 \$/HH/ year	Tier 4 \$/HH/ year
Abington	17.1	9.7	49	243	180	495	150	980	125	105
Braintree	39.1	20.7	104	518	180	1056	150	2091	125	105
Cohasset	8.4	9.8	49	245	180	500	150	990	125	105
Duxbury	16.1	23.8	119	595	180	1214	150	2404	125	105
East Bridgewater	14.4	17.2	86	430	180	877	150	1737	125	105
Hanover	14.8	15.6	78	390	180	796	150	1576	125	105
Hanson	10.6	15	75	375	180	765	150	1515	125	105
Hingham	24.3	22.2	111	555	180	1132	150	2242	125	105
Hull	10.1	2.8	14	70	180	143	150	283	125	105
Kingston	13.7	18.6	93	465	180	949	150	1879	125	105
Marshfield	25.8	28.5	143	713	180	1454	150	2879	125	105
Norwell	11.4	20.9	105	523	180	1066	150	2111	125	105
Pembroke	18.4	21.8		545	180	1112	150	2202	125	105
Plymouth*										
North Ply	4.5	3.5	18	88	180	179	180	354	150	125
Pinehills	5.4	1.6	8	40	180	82	180	162	150	125
Ply Ctr	7.9	3.9	20	98	180	199	180	394	150	125
Rockland	17.8	10	50	250	180	510	150	1010	125	105
Scituate	19.1	17.6	88	440	180	898	150	1778	125	105
Weymouth	57.4	16.8	84	420	180	857	150	1697	125	105
Whitman	15.1	7	35	175	180	357	150	707	125	105

* Due to Plymouth's size, Contractor may add defined neighborhoods if applicable

Maximum cost escalator after 6/30/2027 is 5.0%.

Pricing shall be effective from 6/1/ 2025 through 6/30/2027.

Company guarantees above pricing as noted, and accepts the terms of the contract template (Appendix E).

Company name: Black Earth Compost Address: 2 Hillside Rd. Gloucester MA

Signature of authorized representative:  Date: 4/15/2025

Name: Conor Miller Title: Founder, CEO

Phone: 262-227-1067 Email: Conor@Blackearthcompost.com

APPENDIX C

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalty of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, organization, entity or group of individuals.

Company name: Black Earth Compost Address: 2 Hillside Rd. Gloucester MA

Phone: 262-227-1067

Signature of authorized representative: 

Name: Conor Miller Title: Founder, CEO

APPENDIX D

CERTIFICATION OF TAX COMPLIANCE

Pursuant to MGL Chapter 62C, section 49A, I certify under penalty of perjury that the individual/firm listed below has filed all state tax returns and has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

46-1406035

Federal Identification Number

Social Security Number (voluntary)

Company name: Black Earth Compost Address: 2 Hillside Rd. Gloucester MA

Phone: 262-227-1067

Signature of authorized representative: 

Name: Conor Miller Title: Founder, CEO

Approval of this bid or other agreements will not be granted unless this certification clause is signed by the Bidder. The social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether all tax filings and/or payment obligations have been met.