

**Specifications for
Curbside Collection and Disposal of Municipal Refuse and Recyclables
Town of Boxford
July 1, 2024 through June 30, 2029**

The specifications as follows will form part of this Contract and the provisions thereof will be binding upon signatories.

Overview

This is a five-year contract with the Town of Boxford, Massachusetts (the “Town”) that includes curbside collection of residential and municipal solid waste and recyclables at ALL participating residences (except for Four Mile Village, where **only recycling will be collected** (see section 1.5.3.), and at the Willows at Boxford condominiums) and specified municipal buildings in the Town of Boxford, and transportation of refuse to an approved disposal site, and recycling of collected recyclables (consisting of clean and empty plastic bottles, jars, jugs or tubs, corrugated cardboard, newspaper, magazines, cans, and glass). Requested services will commence on July 1, 2024.

The services to be provided by G. Mello Disposal Corp. (the “Contractor”), shall be as follows: 1) collection of refuse and recyclables as well as transport and disposal at a facility licensed by the Commonwealth of Massachusetts Department of Environmental Protection (or the equivalent in another State); 2) said collection shall be accomplished on a four work days per week schedule approved by the Boxford Board of Health; and 3) refuse and recycling pick-up shall be matched such that both services shall be on the same day of the week for each residence and municipal building (though, for recycling, this only applies to an every-other-week collection cadence).

SECTION ONE - SPECIFICATIONS

1-1 - Definitions

1.1.1 "Acceptable Refuse" shall mean mixed household solid waste (including trash, refuse and garbage), which has characteristics such as that solid waste which is normally produced by residences and picked up by standard packer-type refuse trucks from the residential solid waste stream of the Town, except for "acceptable recyclables" and "unacceptable refuse" as described below.

1.1.2 "Acceptable Recyclables" shall consist of glass containers (green, amber, and clear), plastics (see definition 1.1.3 below), newspaper (see definition 1.1.4 below), corrugated cardboard (see definition 1.1.5 below), cans (bi-metal and aluminum), aseptic milk and juice cartons, caps and lids of jars and bottles, from residential and municipal sources. These materials must be recycled by the Contractor.

1.1.3 “Plastics” shall be clean and empty plastic bottles, jars, jugs or tubs.

1.1.4 "Newspaper" shall be #6 News as defined by The International Scrap Circular and may contain magazines and small quantities of paperboard containers (merchandise boxes, pasta boxes, cereal boxes, with waxed paper liners removed), paper bags, and junk mail.

1.1.5 "Corrugated Cardboard" shall mean brown packing boxes with sandwiched layers cut to fit and placed within recycling bins. The corrugated cardboard must be free of food residue.

1.1.6 "Unacceptable Refuse" shall mean household solid waste which will not be collected as part of this contract. This includes white goods, tires, lead batteries, construction debris, waste oil, hazardous waste, or any material defined as such in the Town of Boxford Board of Health's Rules and Regulations, as may be amended, over the contract duration.

1.1.7 "Recycling" shall mean to recover material or by-products which are to be reused; or which are to be employed as an ingredient or a feedstock in an industrial or manufacturing process to make a product; or which are to be employed in a particular function or application as an effective substitute for a commercial product or commodity.

1.1.8 "Holidays" shall refer exclusively to the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.1.9 "Collection Days" shall refer to the Monday – Thursday scheduled weekdays approved by the Boxford Board of Health as approved days for the Contractor to collect refuse and recyclables within the Town of Boxford.

1-2 - Scope of Work

1.2.1 Work included as part of this contract includes weekly curbside collection of refuse and bi-weekly (every other week) collection of recyclables at all residences and specified municipal buildings in the Town of Boxford, as well as servicing the Town of Boxford Recycling Center. It will also include furnishing municipal buildings with separate containers for refuse and recyclables as needed. Work includes transport and disposal of refuse at an approved disposal site and transport and disposal of recyclables at an approved recycling facility.

1.2.2 Collection of refuse will be done in four workdays and collection of recycling shall be done on the same four workdays.

1.2.3. Work not included as part of this contract includes collection or transportation of refuse or recyclables at any municipal building not identified in this specification, at any building or location owned or operated by state or federal agencies, commercial establishments, religious institutions, office buildings, or any tax-exempt properties or buildings not specifically identified in this specification.

1.2.4. Collection of refuse and recyclables shall use an automated collection system using dedicated refuse and recycling bins which are to be owned by the Town. Contractor will collect one (1) refuse (weekly) and (1) recycling bin (bi-weekly) from each residence. If a resident

purchases additional refuse bin(s), Contractor shall collect such bin(s). The Town shall provide Contractor the addresses of residents purchasing additional bins. The Contractor shall not be responsible to collect recyclable materials that are not contained in the Town-issued recycling bin. The Contractor shall be responsible for collection of Town-issued overflow bags for excess refuse above and beyond that able to be stored in the standardized refuse bin, limited to one overflow bag per household per week

1.2.5. Recyclables shall be collected by the Contractor through a single stream recycling system.

1.2.6. The Contractor will service the Town of Boxford Recycling Center, located at 7 Boxford Road, Boxford, MA 01921, at a rate negotiated between the Contractor and the Town, which will be specified in a separate, standalone contract. The following materials collected by the Town at the Recycling Center will be collected by the Contractor: cardboard, various plastics, glass, appliances and metal items, large bulky items, and construction and demolition materials. Containers for the collection of these materials will be provided to the Town by the Contractor.

1.2.7. The Contractor shall provide for curbside collection of metal objects upon resident request. Residents shall be charged directly by the Contractor for use of this service.

1-3 Limitations

1.3.1. The Contractor will not collect refuse or recyclables:

1. Not in an approved trash or recycling container or standardized, Town-issued overflow bag (of which one per week per residence will be allowed.)
2. Which is not in conformance with the Town of Boxford Board of Health Rules and Regulations (Town of Boxford Chapter 204 Solid Waste) (Appendix 1) or the Massachusetts Department of Public Health 105 CMR Sections 410.600 and 410.601 (Appendix 2), "Garbage and Rubbish Storage and Disposal" or the Massachusetts Department of Environmental Protection 310 CMR 19.00 Solid Waste Management.
3. Which does not meet the definitions of acceptable refuse or acceptable recyclables as defined herein and is clearly visible to the driver before emptying said container.
4. Any container of refuse which contains recyclable materials clearly visible to the driver before emptying said container.

1.3.2 In addition, each residential unit shall be limited to placing no more than three (3) 65-gallon trash containers, no more than two (2) 95-gallon recycling containers, and one standardized, Town-issued overflow bag.

1-4 - Schedule

1.4.1 Curbside collection of refuse and recyclables will begin on July 1, 2024 and continue through June 30, 2029.

1.4.2 Collection Days will not be Saturdays, Sundays, or Holidays, except for delays due to weather and approved by the Board of Health. Each housing unit will be collected on the same day of the week every week based on the pre-determined schedule for refuse and recycling collections. Collection Days may be deferred to a later day than scheduled if extreme weather conditions prevail, such as heavy snowstorms or hurricanes, but only with the prior approval of the Board of Health or its designated agent, which approval shall not unreasonably be withheld. In the event this occurs, the Contractor must return to the approved schedule during the next calendar week.

1.4.3 In the event a holiday occurs on a collection day, the collection will be made the following workday and any other subsequent collections during the week wherein a holiday occurs on a collection day will be made one day later. If this occurs, collection may occur on Saturday during that week if necessary, but the schedule must return to the approved schedule during the next calendar week.

1.4.4 Collections at schools will not occur within one-half hour of the opening and closing of each school nor during the time when students are being dropped off or picked up from the schools. The Contractor will contact the Boxford School Superintendent to coordinate the schedule for collection.

1.4.5 Residential collection of recyclables will occur bi-weekly (every other week), on the same days as refuse is collected.

1.4.6 Collection of refuse and recyclables at municipal buildings structures will be as specified in Section 1-6 Municipal Collection.

1.4.7 The Contractor will submit to the Board of Health, both in writing and by a map, a schedule for collection of refuse and recyclables. This schedule must be submitted to the Board of Health no later than thirty (30) days after the date of the Notice to Proceed. The schedule must identify the collection day for refuse and recyclables for each street in the Town of Boxford. This schedule is subject to the approval of the Board of Health. Once approved, the schedule will be strictly adhered to by the Contractor.

1.4.8 The Town will be allowed to require the Contractor to revise the approved schedule within two months of the date of commencing operations. Public notice for schedule changes requested by the Town will be the responsibility of the Town.

1.4.9 Should the Contractor elect to modify the approved schedule during the life of the contract, the contractor must resubmit the schedule to the Board of Health for its review and approval. If approved, the Contractor will be responsible for preparing and sending a mailing to all Boxford residents. The mailing must be submitted to the Board of Health for review and

approval before being sent. The Board of Health may add additional information to the mailing. The Contractor will pay all costs associated with the mailing.

1-5 - Residential Collection

1.5.1 The Contractor will collect at curbside refuse and recyclables at ALL participating residences in the Town of Boxford, except for residences within Four Mile Village, for which only curbside recycling service will be provided (see section 1.5.3.).

1.5.2 The Town of Boxford estimates the breakdown of existing residential units served to be as follows: approximately 2,700 housing units on 182 Streets. A current map (Appendix 3) and list of the streets (Appendix 4) are included within these specifications. These figures and the aforementioned appendices do not account for Four Mile Village (see section 1.5.3.).

1.5.3. For Four Mile Village, a 96-unit senior living community located at 50 Four Mile Village, Boxford, MA 01921, only recycling collection will be provided. The entrance to Four Mile Village, a private road, is located across the street from 233 Ipswich Road.

1.5.4. Resident refuse and recycling collection at Stiles Pond Road will need to be collected manually at a staging area agreed to by the Contractor and the Board of Health. The details of this collection may result in a small additional fee per house, which will be paid by the Town.

1-6 - Municipal Collection

1.6.1 The Contractor will collect refuse and recyclables at municipal buildings.

1.6.2 Appendix 5 provides a listing of the municipal buildings and locations of other municipal pickups and dumpster sizes as defined under this Contract. The Town reserves the right to increase or decrease the number of buildings and or containers to be collected from during the life of this Contract. The cost for said changes in service shall be negotiated in good faith by the parties prior to any modifications being made.

1.6.3 Refuse and recyclables will be collected from each municipal building no less frequently than once per week on specific days to be negotiated during Contract negotiations.

1-7 - Vehicles

1.7.1 All vehicles used in the collection and transportation of refuse and recyclables within the Town limits will be of sufficient size and capacity to operate efficiently. A sufficient number of both types of vehicles will be supplied by the Contractor to collect the refuse and recyclables in accordance with the terms of this contract.

1.7.2 Bodies for the trucks to be used in this contract will be enclosed Packer Type with a capacity of not less than sixteen (16) cubic yards. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The body will be so mounted that when fully loaded, the axle loading will fall within the

maximum load limit per axle as allowed by State law and municipal code. The compaction of the vehicle when new shall be a minimum of 1,000 pounds per cubic yard.

1.7.3 The body and truck will be newly painted. The Contractor will display the name of the company, the address of this local office, and the telephone number on each vehicle. The Contractor's name, address and phone number will be lettered at least four (4) inches high and easily visible to the public on each vehicle. The words "Town" or "Boxford" will not be displayed on the vehicle.

1.7.4 In Appendix D, the Contractor shall include with this contract a list of the mechanical equipment, including capacities, it expects to use of the work, together with the number of employees it expected to be used in this work. The Contractor will also indicate which of the above equipment and labor is presently on hand. The Contractor agrees that for the duration of this Contract it will maintain a sufficient work force, suitable equipment and backup equipment at all times to guarantee the satisfactory performance of the collections.

1.7.5 The Contractor will make adequate provisions for maintenance and prompt repair of its equipment. All equipment used for the collection or hauling of refuse or recyclables will be thoroughly cleaned and scrubbed both inside and outside, at least once each week, and sprayed with deodorizing and disinfecting material as may deemed proper by the Board of Health.

1.7.6 All equipment used by the contractor will be subject to inspection for sanitation, safety, appearance, and adequacy and will be subject to approval or rejection by the Board of Health at any time during the contract period. Rejected equipment will be replaced and/or repaired by the Contractor within 30 calendar days when so notified to do so in writing.

1.7.7 No overnight parking or storage of collection vehicles is allowed within the Town of Boxford. Should the Contractor wish to store vehicles in Town, either temporarily or permanently, it must submit a written request to the Board of Health for permission to do so.

1-8 - Transportation and Disposal

1.8.1 The Contractor must obtain and maintain the necessary federal, state, and local licenses for transportation of refuse and recyclables, and must be able to produce proof of such as requested.

1.8.2 Refuse collected as part of this contract will be transported to and disposed of at a site approved by the Commonwealth of Massachusetts Department of Environmental Protection (or the equivalent in another state)

1.8.3 If a vehicle becomes disabled, the Contractor shall contact the Boxford Board of Health who shall oversee the transfer of refuse or recyclables to a replacement vehicle.

1-9 - Operations

1.9.1 The Contractor will maintain an office with an attendant to answer telephone calls throughout the day between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday and between the hours of 8:00 a.m. and 3:00 p.m. on Friday.

1.9.2 The Contractor's attendant will receive and log all calls from the Town of Boxford and will resolve all complaints and missed pick-ups (MPUs) within 24 hours of receiving the complaint. The Contractor may, in addition, offer a website for residents to lodge complaints and MPUs, provided that these are resolved within 24 hours. A copy of the log and a record of actions taken will be furnished to the Board of Health on a monthly basis with the monthly invoice. Failure to resolve a complaint within 24 hours may result in a penalty assessed against the next monthly invoice (see Article IV of the contract). Resolution of a valid complaint from a resident of a missed collection of trash and/or recycling requires Contractor to collect the trash and/or recycling within 24 hours of receipt of the complaint.

1.9.3 The Contractor shall prepare a monthly Recycling Report which itemizes the weight of recyclables collected. This report shall be submitted with the monthly invoice. Every six months a report shall be submitted by the Contractor to the Town, and the Chair of the Boxford Recycling Committee detailing the weight of recycled materials and the recycling facility to which these Boxford recyclables were delivered.

1.9.4 The Town may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to terminate the contract if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

1.9.5 Contractor will provide the Town with a dedicated page on their website that will allow residents to report any missed pickups online for transmission directly to the Contractor. This method of communication between residents and the Contractor will be in addition to that outlined in Section 1.9.2. Contractor shall resolve any complaints within 24-hours.

1-10 – Public Education and Outreach

1.10.1 The Contractor shall engage in a good faith effort with the Town to provide adequate public education materials in advance of the switch to automated collection on July 1, 2024.

1.10.2 In accordance with the provisions of Section 1-9, Contractor shall make a representative available through their customer service help line to answer questions from residents pertaining to the shift from manual to automated collection.

1-11 – Conditions of Work:

1.11.1 This document contains estimates of pertinent information, such as number of dwelling units and population. However, the Contractor must inform itself fully of the conditions relating to the execution of this contract and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of the contract.

1-12 Addenda and Interpretations:

1.12.1 No interpretation of the meaning of the contract documents will be made to any Contractor orally.

1-13 – Obligation of Contractor:

1.13.1 At the time of the execution of this contract, the Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents. The failure or omission of the Contractor to examine any form, instrument, or documents shall in no way relieve the Contractor from any obligation in respect to this contract

1-14 - Sales Tax Exemption:

1.14.1 Those items purchased as part of this Contract and which become the property of the Town of Boxford or its resident shall be exempt from Massachusetts sales tax and the Contractor shall not include any amount for said tax in its bids. The Town's sales tax exemption number is 046-001-095. The Contractor must obtain an ST5C form from the Town prior to the purchase of these items.

1-15 - Residential and Municipal Increases:

1.15.1 Although the Contractor has been made aware of estimates of residential and municipal units, and the Town relies on these figures to be accurate, it makes no guarantee as to their accuracy or reliability. It is the responsibility of the Contractor to verify their accuracy. The Contractor must satisfy itself as to the correctness of this information and the Town bears no liability for any errors or inaccuracies.

1-16 - Processing of Recyclables:

1.16.1 The Town of Boxford makes no estimates or guarantees of the quantities of recyclables that will be generated during the contract period. Although the Town has a mandatory residential recycling program, the quantity of recyclable materials may vary substantially during the duration of the contract. The Contractor must transport the "acceptable recyclables", as defined in Section 1.1.2 of these documents, to site approved by the Commonwealth of Massachusetts Department of Environmental Protection (or the equivalent in another state.) The Contractor shall provide, upon request by the Board of Health, the identity of the recycling site

and documentation from that site regarding the amounts and types of recyclables disposed on specific days.

1-17 - Certificate of Good Standing:

1.17.1 The Contractor should be advised that if they are a corporation, they must be prepared to produce a certificate of good standing from the Commonwealth of Massachusetts, remain able to produce same from time to time when requested, at any time during the term of this contract, and shall remain a valid corporation in good standing. Failure to produce said certificate shall be grounds for termination of the contract.

1.17.2 The Contractor, if a foreign corporation, must produce a current certificate of good standing from the applicable governmental office in their state of incorporation, remain able to produce same from time to time when requested, at any time during the term of this contract, and shall remain a valid corporation in good standing. Furthermore, they must register with the Commonwealth of Massachusetts and comply with all laws relating to foreign corporations conducting business in Commonwealth of Massachusetts. Failure to produce said certificate shall be grounds for termination of the contract.

1-18 - Local Rules and Regulations:

1.18.1 The Town has adopted a mandatory recycling requirement for all residences within the Town. Co-mingling of recyclable materials with refuse is not allowed.

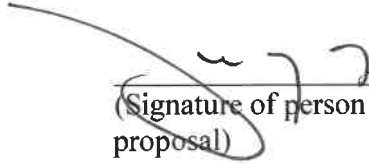
SECTION TWO – CONTRACT DOCUMENTS

2-1 – REQUIREMENTS:

This section contains the additional documents necessary, for full execution of the contract. The Contractor is required to furnish the required certificates prior to the signing of the contract. In case of the failure of the Contractor to provide the requested documents listed above, the Town may consider the Contractor in default, without any further obligation or damages on the part of the Town related to failure to execute contract.

2-2 CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal 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, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Signature of person signing bid or proposal)

G. Mello Disposal Corp.
(Name of Business)

2-3 - CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Jason Mello, authorized signatory for

G. Mello Disposal Corp., do hereby certify under the pains and penalties
(Name of Contractor)

of perjury that said contractor has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

CONTRACTOR

By: 
(Signature of Authorized Representative)

Title: President

Date: April 4th, 2024

2-4 - CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of G. Mello Disposal Corp.
(Name of Corporation)

held on 01/03/2022 it was VOTED that:
(Date)

Jason Mello
(Name)

President
(Officer)

of this corporation, be and he/she hereby is authorized to execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such President _____ under seal of the company, shall be valid and binding upon this

(Officer)
corporation.

A True Copy,

ATTEST: [Signature]

TITLE: President

PLACE OF BUSINESS: 95 Tenney St

Georgetown, MA 01833

DATE OF THIS CERTIFICATE: 04/04/2024

I hereby certify that I am the clerk of the G. Mello Disposal Corp
that Jason Mello is the duly elected President of said
corporation, and that the above vote has not been amended or rescinded and remains in full force
and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

Appendix 1

Town of Boxford

Bylaws

Chapter 204

Town of Boxford, MA
Thursday, March 30, 2023

Chapter 204. Solid Waste

[HISTORY: Adopted by the Board of Health of the Town of Boxford as Regulation 2-91; amended in its entirety July 2018. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Sanitary landfill — See Ch. 156, Art. I.

§ 204-1. Background and justification.

The Board of Health for the Town of Boxford, Commonwealth of Massachusetts, acting under the authority of MGL c. 111, § 31, as amended, hereby supplements the provisions of 105 CMR 410.000: the State Sanitary Code, Chapter II, Minimum Standards of Fitness for Human Habitation; and 310 CMR 19.000: Solid Waste Management Regulations, in the interest of and for the protection of public health and environment, and establishes and adopts the following rules and regulations concerning the disposal of solid waste in the Town of Boxford.

§ 204-2. Definitions.

When used in this regulation or in communications, notices, orders or other references relative thereto, the following words and phrases shall have the meanings ascribed to them below and shall apply in the interpretation and enforcement of this regulation:

AGRICULTURAL WASTE

Discarded materials produced from the raising of plants and animals, including, without limitation, animal manure, bedding, plant stalks and other vegetative matter.

CURBSIDE COLLECTION

Scheduled times when solid waste and recyclables will be collected at the roadside in approved containers by a waste collection company contracted by the Town of Boxford through the Board of Health.

DIVERTED WASTE

The Boxford recycling center accepts wastes that are not accepted as solid waste or recyclables for curbside collection. The recycling center is open on weekends, and the hours of operation and list of accepted items are posted on the Town of Boxford website. Items that may be delivered to the recycling center include large metals items, special waste, bulky household items, button batteries, waste oil, and unshredded tires.

GARBAGE

Animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

HAZARDOUS WASTE

Any waste that is defined and regulated under 310 CMR 30.00, the Hazardous Waste Regulations, as may be amended. Household hazardous waste is collected annually. The collection date is posted on the Town of Boxford website.

LARGE METAL ITEM COLLECTION DAYS

If scheduled by the Board of Health, specific days when large metal items are collected at the roadside by a waste collection company contracted by the Town of Boxford through the Board of Health.

LARGE METAL ITEMS

Examples of Items Allowed

- Metal bike frames
- Stoves
- Metal furniture
- Metal desks
- Broken-down metal swing sets
- Metal piping (cut down to four-foot pieces)
- Lawn mowers (no ride-on mowers; all fluids must be drained and gas tanks removed)
- White goods items: stove, water heater, washer, dryer (no freon items)
- Metal frames for lawn furniture
- Metal bed frames
- Grills (no gas canisters allowed)

Examples of Items Not Allowed

- Refrigerators*
- Air conditioners*
- Dehumidifiers, etc, still containing freon*
- Items longer than six feet
- Items containing less than 80% metal
- Tanks or containers containing hazardous materials
- Chain-link fences

NOTES:

- * Items containing freon will not be accepted due to new DEP regulations and guidelines that our provider has to strictly adhere to.

LEAF AND YARD WASTE

Deciduous and coniferous seasonal deposition, grass clippings, weeds, hedge clippings, garden materials and brush.

RECYCLABLE MATERIALS

Materials that have the potential to be reused or recycled and that are not contaminated by significant amounts of waste such as No. 6 newspaper (which may contain small quantities of magazines, paperboard containers, paper bags, junk mail and a normal percentage of phone books) metal, glass, rigid Nos. 1, 2, 3, 4, 5, 6, and 7 single-polymer plastics and other items that may be added from time to time. Residents will be notified annually on the specific recyclables allowed for curbside pickup by the Town's waste collection company.

RECYCLING CENTER

A designated and dedicated area located in the closed landfill area where Boxford residents may dispose of recyclable materials such as construction and demolition materials, tires, appliances and white goods, including Freon-containing appliances, cardboard, electronic devices and materials, gas cylinders, and other items as allowed by the Board of Health. Fees may be charged for such items.

SOLID WASTE

Useless, unwanted or discarded solid, liquid or contained gaseous material, resulting from municipal or household activities, that is abandoned by being disposed or incinerated, or is stored, treated or transferred pending such disposal, not including any hazardous waste or special wastes.

SPECIAL WASTE

A solid waste that requires special handling (i.e., demolition material) or disposal techniques or methodologies to protect public health or safety or the environment.

TIRES

A continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle.

WHITE GOODS

An appliance employing electricity, natural gas or liquefied petroleum gas to supply heat or motive power to preserve or cook food, to wash or dry, or to cool or heat air or water.

§ 204-3. Solid waste.

All solid waste in the Town of Boxford shall be disposed of in accordance with 310 CMR 19.000, Solid Waste Management Regulations. Prohibited wastes, as defined in §§ **204-4** and **204-5** of this regulation, shall be prohibited from disposal as trash or recyclables for curbside collection.

§ 204-4. Recyclable materials.

Board of Health designated recyclable materials shall not be disposed of as trash. These shall include but not be limited to aluminum, metal, glass, No. 6 newspapers and single-polymer plastics. Trash containing such items shall be refused by the trash collection company.

§ 204-5. Prohibited wastes.

No solvents, oils, volatile or combustible materials, pesticides, herbicides, special wastes, or any other hazardous materials, including but not limited to batteries, shall be disposed of as trash or recyclables. In addition, the following materials shall be prohibited from disposal as trash or recyclables: leaves and yard waste, agriculture waste, white goods, and unshredded tires.

§ 204-6. Violations and penalties.

Any person who shall violate any provisions of this regulation for which a penalty is not otherwise provided shall, upon conviction, be fined not less than \$10 nor more than \$500 per violation. Each separate incident of failing to comply with this regulation shall constitute a separate violation.

§ 204-7. Severability.

So far as the Board of Health may provide, each section of these rules and regulations shall be construed as separate, to the end that, if any section, item, sentence, clause or phrase shall be held invalid for any reason, the remainder of these rules and regulations shall continue in full force and effect.

§ 204-8. Appeals.

Any person to whom an order has been served pursuant to this regulation may request a hearing before the Board of Health by filing a written petition within seven days. Upon receipt of such petition, the Board of Health shall schedule a hearing within 30 days. Anyone aggrieved by the decision of the Board of Health may seek relief therefrom within 30 days in a court of competent jurisdiction.

§ 204-9. Effective date.

This regulation shall take effect on July 1, 1991.

Appendix 2

Massachusetts

Department of Public

Health

Code of Massachusetts

Regulations Title 105

(105 CMR)

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.600: Storage of Garbage and Rubbish

(A) Garbage or mixed garbage and rubbish shall be stored in watertight receptacles with tight-fitting covers. Said receptacles and covers shall be of metal or other durable, rodent-proof material. Rubbish shall be stored in receptacles of metal or other durable, rodent-proof material. Garbage and rubbish shall be put out for collection no earlier than the day of collection.

(B) Plastic bags shall be used to store garbage or mixed rubbish and garbage only if used as a liner in watertight receptacles with tight-fitting covers as required in 105 CMR 410.600(A), provided that the plastic bags may be put out for collection except in those places where such practice is prohibited by local rule or ordinance or except in those cases where the Department of Public Health determines that such practice constitutes a health problem. For purposes of the preceding sentence, in making its determination the Department shall consider, among other things, evidence of strewn garbage, torn garbage bags, or evidence of rodents.

(C) The owner of any dwelling that contains three or more dwelling units, the owner of any rooming house, and the occupant of any other dwelling place shall provide as many receptacles for the storage of garbage and rubbish as are sufficient to contain the accumulation before final collection or ultimate disposal, and shall locate them so as to be convenient to the tenant and so that no objectionable odors enter any dwelling.

105 CMR: DEPARTMENT OF PUBLIC HEALTH

410.600: continued

(D) The occupants of each dwelling, dwelling unit, and rooming unit shall be responsible for the proper placement of his garbage and rubbish in the receptacles required in 105 CMR 410.600(C) or at the point of collection by the owner.

410.601: Collection of Garbage and Rubbish

The owner of any dwelling that contains three or more dwelling units, the owner of any rooming house, and the occupant of any other dwelling place shall be responsible for the final collection or ultimate disposal or incineration of garbage and rubbish by means of:

- (A) the regular municipal collection system; or
- (B) any other collection system approved by the board of health; or
- (C) when otherwise lawful, a garbage grinder which grinds garbage into the kitchen sink drain finely enough to ensure its free passage, and which is otherwise maintained in a sanitary condition; or
- (D) when otherwise lawful, a garbage or rubbish incinerator located within the dwelling which is properly installed and which is maintained so as not to create a safety or health hazard; or
- (E) when otherwise lawful, by backyard composting of compostable material, provided that the composting operation does not attract rodents or other vectors and does not create a nuisance, and provided further that in the case of composting by an occupant, the occupant obtain the prior written permission of the owner.
- (F) any other method of disposal which does not endanger any person and which is approved in writing by the board of health. (*See* 105 CMR 410.840.)

410.602: Maintenance of Areas Free from Garbage and Rubbish

(A) Land. The owner of any parcel of land, vacant or otherwise, shall be responsible for maintaining such parcel of land in a clean and sanitary condition and free from garbage, rubbish or other refuse. The owner of such parcel of land shall correct any condition caused by or on such parcel or its appurtenance which affects the health or safety, and well-being of the occupants of any dwelling or of the general public.

(B) Dwelling Units. The occupant of any dwelling unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage, rubbish, other filth or causes of sickness that part of the dwelling which he exclusively occupies or controls.

(C) Dwellings Containing Less than Three Dwelling Units. In a dwelling that contains less than three dwelling units, the occupant shall be responsible for maintaining in a clean and sanitary condition, free of garbage, rubbish, other filth or causes of sickness the stairs or stairways leading to his dwelling unit and the landing adjacent to his dwelling unit if the stairs, stairways or landing are not used by another occupant.

(D) Common Areas. In any dwelling, the owner shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness that part of the dwelling which is used in common by the occupants and which is not occupied or controlled by one occupant exclusively.

The owner of any dwelling abutting a private passageway or right-of-way owned or used in common with other dwellings or which the owner or occupants under his control have the right to use or are in fact using shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness that part of the passageway or right-of-way which abuts his property and which he or the occupants under his control have the right to use, or are in fact using, or which he owns.

Appendix 3

Town of Boxford Assessors Map

Appendix 4

Town of Boxford Street List

TOWN OF BOXFORD

STREET NAME	PAGE
ADAMS RD	1
ALLEN CIR	1
AMBERWOOD LN	1
ANDERSEN DR	1
ANDREWS FARM RD	1
ANNA'S WAY	2
APPLETON LN	2
ARROWHEAD FARM RD	2
ASHLAND RD	2
AZALEA WAY	2
BALDPATE RD	3
BALMORAL RD	3
BARE HILL RD	3
BARKER RD	4
BARNSIDE RD	4
BATCHELDER RD	4
BAYNS HILL RD	4
BEECHWOOD CIR	4
BELVEDERE RD	4
BENNETT RD	5
BERRY PATCH LN	5
BOREN LN	5
BRIDLE SPUR RD	5
BROOK RD	5
BROOKVIEW RD	5
BURNING BUSH DR	6
CAHOON RD	6
CAMELOT DR	6
CAMPGROUND RD	6
CARLETON CIR	6
CAROLINA WAY	6
CARRIAGE HOUSE LN	7
CEDAR KNL	7
CEDAR ST	7
CHADWICK FARM RD	7
CHANDLER RD	7
CHAPLIN CIR	7
CHAPMAN RD	7
CHAPMAN WAY	8
COACH LN	8
COLD SPRING DR	8
CREST CIR	8
CROOKED POND DR	8
CROSS RD	8
CURTIS RD	8
DANA RD	9
DEPOT RD	9
DOLE HILL LN	10

STREET INDEX

STREET NAME	PAGE
EAGLE'S NEST LN	10
ELM ST	10
ENDICOTT RD	10
ESSEX ST	10
FIELDSTONE WAY	10
FISH BROOK RD	10
FOREST LN	10
FOSTER ST	11
FRANKLIN RD	11
FULLER LN	11
GEORGETOWN RD	11
GINA WAY	12
GLEN FOREST DR	12
GLENDALE RD	12
GREAT POND DR	12
GUNNISON RD	13
HARRIS RD	13
HAVERHILL RD	13
HAYMEADOW RD	13
HAYNES RD	14
HEMLOCK RD	14
HERRICK RD	14
HICKORY LN	14
HIGH RIDGE RD	15
HIGHLAND RD	15
HILLSIDE RD	16
HOLLOW TREE RD	16
HOLMES RD	16
HOOD CIR	16
HOOD FM RD	16
HOVEY'S POND DR	16
HUNTERS RD	17
INVERNESS CIR	17
IPSWICH RD	17
IPSWICH RD 234(FMV)	19
JANES RD	20
JOSEPH SMITH LN	20
KATES LN	21
KELSEY RD	21
KILLAM HILL RD	21
KIMBALL RD	21
KING ARTHUR CT	21
KING EDWARD CT	22
KING GEORGE DR	22
KING JAMES CT	22
KING JOHN DR	22
KING RICHARD DR	22
KING WILLIAM CT	23

TOWN OF BOXFORD

STREET NAME	PAGE
LAKE SHORE RD	23
LANTERN LN	23
LAUREL HOLLOW RD	24
LAWRENCE RD	24
LILY POND RD	24
LIVERMORE RD	24
LOCKWOOD LN	24
LONG HL	25
MACDONALD DR	25
MAIN ST	25
MAPLE AVE	27
MEADOWOOD RD	28
MEETING PLACE CIR	28
MIDDLETON RD	28
MILL RD	29
MILL RUN RD	29
MOONPENNY DR	29
MORNINGSIDE CIR	30
MORTIMER RD	30
MT VERNON RD	30
MULBERRY LN	30
NANCY'S WAY	30
OAK RIDGE RD	30
OLD BARE HILL RD	30
OLD TOPSFIELD RD	30
OLDE FARMS RD	30
OLDE KILLAM HILL RD	31
PARISH LN	31
PARTRIDGE LN	31
PEARL RD	31
PERKINS WAY	31
PERLEY LN	31
PINE PLAIN RD	32
PINEHURST DR	32
PLUMMER RD	32
POND ST	32
PORTER RD	33
POWDERHOUSE LN	33
PYE BROOK LN	33
REDINGTON RIDGE RD	34
REDWOOD CIR	34
ROBERTS RD	34

STREET INDEX

STREET NAME	PAGE
ROCK BROOK WAY	34
ROSE LN	35
ROUND TOP RD	35
ROWLEY CT	35
ROWLEY RD	35
SADDLE HILL RD	35
SAMUEL BIXBY WAY	35
SAYWARD RD	35
SCHOOL ST	35
SEDGEWICK LN	35
SHEFFIELD RD	35
SILVERBROOK RD	36
SILVERMINE RD	36
SPOFFORD RD	36
SPRUCEWOOD CIR	37
STAGECOACH RD	37
STANTON CIR	37
STILES POND RD	37
STONE RD	38
STONECLEAVE RD	38
SUNRISE RD	38
SURREY LN	38
TANGLEWOOD RD	39
TITUS LN	39
TOPSFIELD RD	39
TOWNE RD	40
TOWNSEND FARMS RD	40
TRASK RD	41
TYLER RD	41
UPTON LN	41
VALLEY RD	41
WALKER LN	41
WASHINGTON ST	41
WHITNEY RD	42
WHITTIER TER	43
WILDMEADOW RD	43
WILLOW RD	43
WINDING OAKS WAY	43
WOODCREST RD	44
WOODHILL LN	44
WOODLAND RD	44
WYNDMERE DR	44

Appendix 5

List of Municipal Buildings

**APPENDIX 5
LISTING OF MUNICIPAL BUILDINGS**

NAMES AND ADDRESSES OF MUNICIPAL BUILDINGS

<u>Name</u>	<u>Address</u>
Aaron Wood Building	26 Middleton Road
Cole School	26 Middleton Road
Spofford Pond School	31 Spofford Road
Tri-Town School Union	28 Middleton Road
Library	7A Spofford Road
Town Hall	7A Spofford Road
East Fire Station	6 Middleton Road
West Fire Station	585 West Main Street
Police Station	285 Ipswich Road
Public Works Garage	7B Spofford Road
Center at 10 Elm	10 Elm Street
Lincoln Hall	563 Main Street
Little Red Schoolhouse	21 Main Street
Stiles Pond Beach	10 Stiles Pond Road
Former Site of the Council on Aging	4 Middleton Road 188
Former Site of the Library	Washington Street

Details for Spofford Pond School

- Solid Waste – 10 Yard Front Load Dumpster
- Commingled Recycle - 8 Yard Front Load Dumpster
- Interior Recycling - 96 Gallon Toters

Details for Cole School and Aaron Wood Building

- Solid Waste - 10 Yard Front Load Dumpster
- Commingled Recycle - 8 Yard Front Load Dumpster
- Interior Recycling - 96 Gallon Toters

Details for Stiles Pond Beach

- Two dumpsters (one for trash and one for recycling)
- Bi-weekly pick up from March - October

Appendix 6
**Official Prevailing
Wage Sheet**



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Boxford
Contract Number: **City/Town:** BOXFORD
Description of Work: Curbside collection and disposal of refuse and recyclables.
Job Location: Town of Boxford

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver {BOXFORD}	07/01/2023	\$28.54	\$9.11	\$0.00	\$0.00	\$37.65
	07/01/2024	\$29.37	\$9.11	\$0.00	\$0.00	\$38.48
	07/01/2025	\$30.25	\$9.11	\$0.00	\$0.00	\$39.36
	07/01/2026	\$31.16	\$9.11	\$0.00	\$0.00	\$40.27
	07/01/2027	\$32.09	\$9.11	\$0.00	\$0.00	\$41.20
Laborer						
Laborer {BOXFORD}	07/01/2023	\$23.00	\$9.11	\$0.00	\$0.00	\$32.11
	07/01/2024	\$23.71	\$9.11	\$0.00	\$0.00	\$32.82
	07/01/2025	\$24.42	\$9.11	\$0.00	\$0.00	\$33.53
	07/01/2026	\$25.15	\$9.11	\$0.00	\$0.00	\$34.26
	07/01/2027	\$25.90	\$9.11	\$0.00	\$0.00	\$35.01

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.