

**Merrimack Valley Planning Commission  
2024-25 Essex County Cooperative Road Salt  
Bid**

This agreement is made and entered into this 17th day of October, 2024 by and between the MERRIMACK VALLEY PLANNING COMMISSION ("the MVPC"), a corporate public body and existing under the laws of the Commonwealth of Massachusetts, and Eastern Minerals Inc., a  corporation duly organized and existing under the laws of the Commonwealth/or  as a D/B/A duly registered at: 134 Middle Street, Ste 210, Lowell, MA 01852 ("The CONTRACTOR").

**ARTICLE I. DEFINITION:** "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the Invitation for Bid documents," which include without limitation, the instructions to CONTRACTOR, the Contractor's qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR'S proposal or proposal.

**ARTICLE II. DURATION.** The term of the Contract will cover one (1) year from November 1, 2024, and expire on October 31, 2025.

**ARTICLE III. TERMS.** The CONTRACTOR agrees to furnish and deliver Road Salt (Road Salt, Solar Salt) to the Municipalities, listed in the 2024-25 Essex County Road Salt Invitation to Bid (IFB) documents of October 11, 2024 (bid opening date).

ESTIMATED TOTAL CONTRACT VALUE: \$3,313,855.00 U.S. Dollars. See Attached Appendix B- Bid Pricing Sheet.

**ARTICLE IV. PAYMENT.** The MUNICIPALITY agrees to pay for each delivery of Road Salt to the CONTRACTOR the sum set forth in the CONTRACTOR'S bid.

**ARTICLE V. TERMINATION.** The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC / MUNICIPALITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC / MUNICIPALITY as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The MVPC may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the MVPC / MUNICIPALITY. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE VI. DAMAGES.** From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the MVPC / MUNICIPALITY may keep for its own the whole or any part of the amount for expenses, losses, and damages, incurred by the MVPC / MUNICIPALITY as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission, or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

**ARTICLE VII. FORCE MAJEURE.** No party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section provided by that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**ARTICLE VIII. INSURANCE.** The CONTRACTOR must provide the MVPC with a certificate of insurance coverage per the terms of the IFB prior to contract execution.

ARTICLE IX. CONFLICT. In the event there is a conflict between these Articles and the IFB documents, the IFB documents shall supersede these Articles.

ARTICLE X. INSPECTION AND REPORTS. The MUNICIPALITY shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the MUNICIPALITY. Whenever requested, CONTRACTOR shall immediately furnish to the MUNICIPALITY full and complete written reports of his operation under this Contract in such detail and with such information as the MUNICIPALITY may request.

ARTICLE XI. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

ARTICLE XII. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

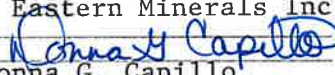
ARTICLE XIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

ARTICLE XIV. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The MVPC may cancel, terminate, or suspend the contract in whole or in part for any violation of this Article.

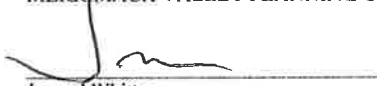
ARTICLE XV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract, or transfer any interest in THIS CONTRACT without prior written consent of the MVPC. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

FOR THE CONTRACTOR

Eastern Minerals Inc.  
  
Donna G. Capillo  
Assistant Corporate Secretary

MERRIMACK VALLEY PLANNING COMMISSION:

  
Jerrard Whitten  
Executive Director

**Appendix B - Bid Pricing Sheet  
2024-25 Essex County Cooperative Rock Salt Bid**

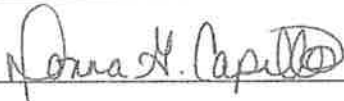
<b>Commodity</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price (Delivered)</b>	<b>Unit Price (Picked Up)</b>
<b>Rock Salt</b>	<b>Ton</b>	<b>58,400</b>	<b>\$56.63</b>	<b>\$56.63</b>
<b>Solar Salt</b>	<b>Ton</b>	<b>100</b>	<b>\$66.63</b>	<b>\$66.63</b>

\*\*\*PLEASE NOTE: The 2% discount does not apply to our bid \*\*\*

This IFB includes addenda numbered NONE

**Bidder** Eastern Minerals Inc.

**Address** 134 Middle Street, Ste 210  
Lowell MA 01852

**Signature of Company Official** 

**Printed Name of Company Official** Donna G. Capillo

**Title of Company Official** Assistant Corporate Secretary

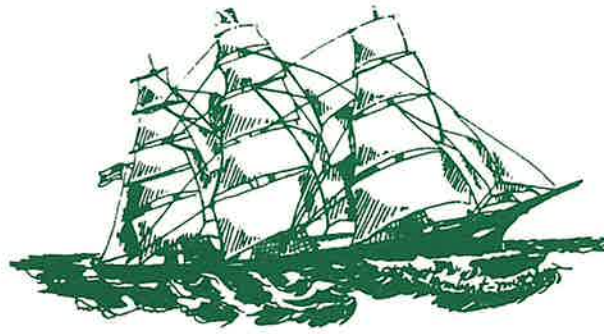
**Phone** 978-458-6420

**E-Mail** info@easternminerals.com

**Date** October 8, 2024

OFFICE:  
134 Middle Street, Suite 210  
Lowell, MA 01852  
Phone: 978 ▪ 458-6420  
Fax: 978 ▪ 251-8244

PLANT:  
99 Marginal Street  
Chelsea, MA 02150  
Phone: 617 ▪ 884-0027



## Eastern Minerals, Inc.

May 3, 2024

### MINUTES OF SPECIAL MEETING OF DIRECTORS.

The Sole Director of Eastern Minerals, Inc. held its annual meeting on May 3, 2024 at 134 Middle St, Suite 210, Lowell, Massachusetts 01852.

The meeting commenced at 12:00 P.M. on said date. Present at the meeting was the President, Shelagh E. Mahoney, Vice President, Teresa A. Kelly and Assistant Secretary, Donna G. Capillo.

Motion was made by Shelagh E. Mahoney that Shelagh E. Mahoney, Teresa A. Kelly and Donna G. Capillo have the authority to sign and execute all bids and contracts on behalf of Eastern Minerals, Inc. This motion was passed without objection.

Meeting adjourned at 12:10 P.M.

A TRUE COPY ATTEST:   
Donna G. Capillo, Assistant Corporate Secretary

Subscribed and sworn to before me  
this 17th day of October 2024

 (Notary Seal)  
Notary Public **KAREN GIRARD MURPHY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires February 14, 2025





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International New England</b>		License # 1780862	NAMED INSURED <b>Eastern Salt Company, Inc. et.al</b> 134 Middle Street Lowell, MA 01852
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:**

- Mahoney Marine Terminal, LLC
- Creekside Parking, Inc.
- Granite State Minerals, Inc.
- Oceanport, LLC
- OSLO Shipping, LLC
- 201 Rover Street, LLC
- Rollins Farm River Terminal, LLC
- 257 Chelsea Creek, LLC
- 15 Kill Van Kull, LLC

Merrimack Valley Planning Commission is included as additional insured, per policy provisions, if requirement is contained in written contract with the named insured and executed prior to a loss/claim/incident.