



CONTRACT L-6664

SOLID WASTE COLLECTION AND HAUL AND
SINGLE STREAM RECYCLING AGREEMENT

BETWEEN

WASTE MANAGEMENT OF MASSACHUSETTS, INC. AND THE
CITY OF NEWTON JULY 1, 2020 - JUNE 30, 2025

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**AGREEMENT FOR COLLECTION AND HAUL OF SOLID WASTE AND SINGLE STREAM
RECYCLING**

BETWEEN

THE CITY OF NEWTON AND WASTE MANAGEMENT OF MASSACHUSETTS, INC.

THIS COLLECTION, HAUL AND SINGLE STREAM PROCESSING AGREEMENT dated July 1, 2020, between Waste Management of Massachusetts, Inc. a Massachusetts corporation duly organized and existing under laws of the Commonwealth of Massachusetts with a business address of 26 Patriot Place, Foxborough, MA 02035 together with its successors and permitted assigns hereunder, (hereinafter "WMMA" or "Contractor"), and the City of Newton, together with its successors or assigns hereunder, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, acting through its Commissioner of Public Works, but without personal liability to him, with a business address of 1000 Commonwealth Avenue, Newton, MA 02459, together with its permitted assigns hereunder, (hereinafter "City" or "Newton") witnesses as follows:

WHEREAS, WMMA has expertise and ability to provide curbside collection and haul of acceptable solid waste and has presented an offer for a five (5) year contract; and

WHEREAS, the City is responsible for planning and providing for the collection, haul, processing and disposal of solid waste generated and present within its boundaries and is authorized to enter into contracts to carry out such responsibility; and

WHEREAS, the City desires to enter into an Agreement with WMMA that will result in the automated collection and haul of solid waste and single stream recycling, including processing and marketing of recyclable materials and the manual collection and haul of yard waste, from within City boundaries, and

WHEREAS, WMMA offers its collection and haul services to City to ultimately transport for disposal certain quantities of residential and municipal Acceptable Wastes,

NOW, THEREFORE, in consideration of the promises and of mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, and for other good and valuable

consideration the receipt and adequacy of which is hereby acknowledged the parties do hereby promise and agree as follows:

ARTICLE I

Definitions and Interpretation

SECTION 1.01 Definitions. The following words and terms shall, for all purposes of this Contract, have the following meanings, unless the context clearly indicates a different meaning or intent:

"Acceptable Waste" as defined by Wheelabrator Millbury, Inc. as of November 2014 (Exhibit 7) means all household (including occasional non-hazardous in mixed commercial) and non-hazardous municipal waste of the type currently generated or present within the corporate boundaries of Newton and now currently collected and disposed of on behalf of Newton. Acceptable Waste may include non-recyclable plastics, non-recyclable paper products, diapers, food and other constituents that normally appear in residential trash, but not including explosives and ordinance materials, pathological waste, radioactive waste, hazardous waste, oil, mercury, cesspool or other human or animal waste, human and/or animal remains, motor vehicles and parts, large machinery or any type or kind of Hazardous Material as defined herein, or materials deemed "Waste Ban" items by the Massachusetts Department of Environmental Protection.

"Affiliate" with respect to any person, corporation, firm or entity, any person, corporation, firm, or entity, which directly or indirectly, controls or is controlled by or is under common control of such person, corporation, firm or entity.

"Agreement" means this Agreement between WMMA and the City.

"Blended Value of Recyclable Materials" as defined in Single Stream Specifications, Terms and Conditions (Exhibit 6) The following commodity publications are currently being used to determine this factor, but are subject to change based on market conditions (e.g. the discontinuation of a current index or the inability to market materials at a given index): Newspapers, magazine and inserts: PPI - Mixed Paper #54; Cardboard: PPI - OCC #11; SMP - aluminum cans - (-\$.25/lb); SMP - steel cans ; SMP - PET - #1 plastic; SMP for natural HDPE - #2 natural; SMP for colored HDPE - #2 colored; SMP for PP - #5 plastic; glass - actual value; residue – Residue Fee .

"Bulky Waste" means burnable items too large to fit into a standard City issued automated collection cart capable of being accepted at the designated disposal site and do not exceed six feet in any one dimension or one hundred fifty (150) lbs. in weight, with the exception of sofas, mattresses and box springs which will be collected so long as they do not exceed 8 feet. Carpeting must be rolled and tied into bundles not exceeding four (4) feet. Said items shall include, but not be limited to, household furniture but shall exclude municipal solid waste, metal household appliances (white goods), CFC containing devices, CRT's, flat panel monitors, home entertainment or home office electronics and other waste ban items.

"Change in Foreign Law" means any event or condition occurring after the Effective Date of this Agreement which has a material adverse or positive effect on WMMA's or City's ability to perform its obligations under this Agreement, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or lack of reasonable diligence on the part of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Agreement, due to:

(a) the adoption, promulgation, issuance, modification or official change in interpretation after the Effective Date of any international or foreign regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any international or foreign government body, administrative agency or governmental official having jurisdiction, provided that any increase in minimum wage rates or schedules is not a Change in Law; or

(b) the order and/or judgment of any international or foreign court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party relying thereon, provided that the contesting in good faith of any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of such party.

"Change in Law" means any event or condition occurring after the Effective Date of this Agreement which has a material adverse or positive effect on WMMA's or City's ability to perform its obligations under this Agreement, if such event or condition is beyond the reasonable control, and not the result of willful or negligent action or lack of reasonable diligence on the part of the party relying thereon as

justification for not performing any obligation or complying with any condition required of such party under this Agreement, due to.

(a) the adoption, promulgation, issuance, modification or official change in interpretation after the Effective Date of any federal, state, or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local government body, administrative agency or governmental official having jurisdiction, provided that any increase in minimum wage rates or schedules is not a Change in Law

(b) the order and/or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the party relying thereon, provided that the contesting in good faith of any such order and/or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of such party; or

(c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval legally necessary and essential to the performance of collection, haul, processing and marketing obligations under this Agreement, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the non-performing party, provided that the contesting in good faith of any such suspension, termination, interruption or failure of renewal shall not be construed as willful or negligent action or a lack of reasonable diligence of such non-performing party.

"City" City of Newton, Massachusetts, acting through its Mayor or his/her designee.

"Collection Fee" means, with respect to each service year, the fee to be paid to WMMA for the collection and haul of Acceptable Waste.

"Collection Route" the schedule of streets and locations from which Acceptable Waste is to be collected during a particular day of the work week. Each collection route shall permit the collection, transport and disposal of approximately 1/5 of the total amount of Acceptable Waste typically collected during the work week.

"Commencement Date" 12:01 AM local time on July 1, 2020

"Commonwealth" the Commonwealth of Massachusetts.

"Daily or Operating Day" any day of the week other than, a Saturday (except when a holiday falls on a working day earlier in that same week), a Sunday, a legal holiday, or as directed by the Commissioner of Public Works.

"Disposal" disposing of trash in a legal manner at the permitted location of Wheelabrator Millbury Inc. ("WMI") with a business address of 331 Southwest Cutoff Road, Millbury, MA 01527.

"Disposal Site" the place to which Newton shall cause waste to be delivered by Contractor. The current Site is WMI, 331 Southwest Cutoff Road, Millbury, MA 01527 unless changed in accordance with this Agreement.

"Effective Date" July 1, 2020

"Escalator Factor". The rate set forth in the pricing table (Exhibit 1), by which the collection fee and other fees, which fall under the scope of this agreement, will increase each year on the anniversary date of this contract, with the exception of the Recycling Processing Fee which will increase at an annual rate of 5% on the anniversary date of this contract.

"Force Majeure Event" any event or condition having, or which may reasonably be expected to have, a material adverse effect on the Contractor or Newton or on the Contractor or Newton's ability to perform pursuant to this Agreement and not the result of willful or negligent action or lack of reasonable diligence, of the party relying thereon as justification for not performing (the Non-Performing Party) any obligation or complying with any condition required of such party under this Agreement. The foregoing provisions shall not be construed to require that the Non- Performing party observe a higher standard of conduct than that required by the usual and customary standards of the industry or other field of activity in question, as a condition of claiming the existence of a Force Majeure Event. Such events or conditions may include, but shall not be limited to, circumstances of the following kind:

(1) A Change in Law, an act of God, epidemic, landslide, lightning, earthquake, hurricane, fire, explosion, storm, flood, or similar occurrence, an act of war, blockade, insurrection, riot, civil disturbance or similar occurrences or physical damage caused directly or indirectly by Unacceptable Waste unless knowingly accepted by WMMA; or

(2) A strike, lockout, work slowdown, or similar industrial or labor action, which affects, impacts or impedes the ability to receive acceptable waste at the Millbury disposal facility or the Shrewsbury Landfill.

"Hazardous Materials" material addressed by regulations adopted by the United States Environmental Protection Agency, pursuant to the Resource Conservation Recovery Act of 1976, as amended.

"Legal Holiday" the following days: New Year's, Dr. Martin Luther King, Jr.'s, Presidents', Patriots', Memorial, Independence, Labor, Columbus, Veterans, Thanksgiving, Christmas and any other such legal holiday that may be declared during the duration of this Agreement. If a legal holiday falls on a Saturday collection shall occur according to the regular Monday through Friday schedule. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday and collection will be delayed by one day for the entire week. A list of Holidays and the dates upon which they fall can be found in Exhibit 8.

"Mixed Rigid Plastics" a category of recyclable plastic, which includes hard or rigid plastic items that are not bottles, films, or other flexible plastic."

"Month" calendar month.

"Public Works Commissioner" the Commissioner of Public Works for the City of Newton or his/her designee. The Public Works Commissioner or his/her designee shall act as Newton's representative in all matters relating to the services to be performed by the Contractor under the provisions of this Agreement.

"Recyclable Materials" recyclable residential and municipal waste generated or present within the corporate boundaries of Newton consisting of paper, cardboard, glass and plastic bottles, metal cans, or any other material that may be deemed recyclable by the Department of Environmental Protection, or successor agency and WMMA.

"Residential Collection and Haul" the curbside collection of Acceptable Waste generated by the households of Newton, the collection of Acceptable Waste from specified residential municipal dumpster containers, and the direct transport of the collected waste to the Site as of the effective date of this Agreement.

"Service Year" a twelve-month (12) period, beginning the first day of the month of July of one calendar year and extending through the last day of the month of June of the next calendar year (or a lesser time pro rata in the event of termination prior to the conclusion of the full service year), during which collection and haul services are provided to Newton by the Contractor pursuant to this Agreement.

"Single Stream Recycling" refers to a system in which all paper fibers and co-mingled containers are collected and mixed together in a collection truck, instead of being sorted into separate commodities

(newspaper, cardboard, plastic, glass, etc.) by the resident and handled separately throughout the collection process. In single stream, both the collection and processing systems must be designed to handle this fully commingled mixture of recyclables. Acceptable materials for Single Stream Recycling more fully described in Exhibit 6, includes, but not limited to all of the following: paper; corrugated cardboard; newspapers (including all inserts); magazines; catalogs; telephone books; brown paper bags; white and colored office type paper; computer paper; junk mail (paper materials only); paperboard; soft cover books; stationery; envelopes; booklets; pamphlets; greeting cards; manuals with glued bindings; file folders; spiral notebooks; glass containers (clear and colored); metal containers (tin cans), including empty paint cans, aluminum cans, aluminum food containers and foil; plastic bottles, tubs, jars and jugs (caps, labels, lids and rings need not be removed); any other recyclable materials, which may be mandated by any state or federal agency, provided they are capable of being accepted without modification to the existing single stream processing facility or which the parties may agree upon.

"Unacceptable Waste" includes, but is not limited to the Wheelabrator Millbury Inc. list of Acceptable and Unacceptable Waste, as of November 2014, (Exhibit 7) explosives and ordnance materials, pathogenic waste, radioactive waste, hazardous waste, mercury, cesspool or other human or animal waste, highly flammable substances, human and/or animal remains, motor vehicles and parts, large machinery, waste oils, any type or kind of Hazardous Material as defined herein or materials deemed "Waste Ban" items by the Massachusetts Department of Environmental Protection, including construction or building materials including earth, stone, cement and gravel, and any other debris left from work performed in residences including castings, sheetrock, plaster, lumber, doors and windows; leaf and yard waste including sod, landscaping and tree debris such as tree logs and stumps.

"Waste" any waste, by-pass waste, or waste residue ordinarily collected, hauled and delivered to or handled by WMI -Millbury, Massachusetts.

"Waste Bans" are prohibitions according to 310 CMR 19.017 on the disposal and transfer of certain toxic and/or recyclable items: glass, metal and plastic containers; paper, including cardboard; leaf and yard waste; asphalt pavement, brick, concrete, metal, wood (except as disposed at combustion facilities); certain batteries; white goods; cathode ray tubes (TV and computer monitors); and tires (except as disposed at combustion facilities).

"Yard Waste" includes leaves, grass clippings, tree and shrub prunings, wood chips, small vegetable and flower plants, twigs and branches less than four (4) feet long and three (3) inches in diameter, tied bundles of branches and limbs that are less than four (4) long and six (6) inches in diameter and other vegetative matter.

SECTION 1.02 Interpretation. The words "herein", "hereby", and "hereof" and such general terms of reference as may be utilized in this Agreement shall pertain to this Agreement as a whole, including any exhibits, attachments, schedules or annexed material forming part of this Agreement and referenced in it. The singular of any term defined in this Agreement shall encompass the plural and the singular, unless the context indicates otherwise.

ARTICLE II

Representations

SECTION 2.01 Representations of Newton. Newton makes the following representations as the basis for the undertakings on the part of WMMA herein contained:

- (a) Newton is a municipal corporation and political subdivision of the Commonwealth of Massachusetts, duly created and existing under and pursuant to the Constitution and laws of the Commonwealth;
- (b) Newton has full power and authority to enter into this Agreement, to carry out the transactions contemplated by this Agreement and to perform its obligations under this Agreement.
- (c) Newton has by proper action duly authorized the execution and delivery of this Agreement.

SECTION 2.02 Representation of WMMA. WMMA makes the following representations as the basis for the undertakings on the part of Newton herein contained:

(a) WMMA is a Massachusetts corporation duly organized, validly existing and in the good standing under the laws of the Commonwealth of Massachusetts and is in the business of collecting and hauling municipal solid waste;

(b) WMMA has the authority and legal capacity to enter into this Agreement and perform its obligations hereunder in accordance with the terms of this Agreement;

(c) The execution, delivery and performance by WMMA of this Agreement and transactions contemplated thereby, are within its corporate powers, have been duly authorized by all necessary corporate and other action and do not and will not

(i) violate any provision of its incorporation papers or bylaws, as amended to date or of any securities issued by WMMA;

(ii) constitute or result in a breach of or default under or conflict with any statute or other law, or any order, judgment, award, decree, regulation, ruling or requirement of any court or other tribunal, or any arbitrator or of any governmental or administrative authority, commission or agency, or any indenture, agreement, lease, instrument or other undertaking, to which WMMA or its associates, affiliates or related entities is a party or by which it or its property or assets may be bound or affected;

(d) This Agreement constitutes a legal, valid and binding obligation of WMMA, enforceable against WMMA in accordance with its terms.

SECTION 2.03 Mutual Covenant. The parties covenant, as a condition of each other's obligations to exercise all and every prudent effort to develop and implement necessary long- term strategies to eliminate, avoid or mitigate any possible events of Force Majeure, Change in Law, Change in Foreign Law or other events which would increase costs in any way for the other party.

ARTICLE III

SECTION 3.01 Agreement. WMMA agrees to, at its own expense, perform all the work and furnish all vehicles, equipment, and labor for collecting and transporting all of the Acceptable Waste, Single Stream Recycling, and Yard Waste collected within the City of Newton during the term of this Agreement, all in accordance with the terms and provisions of this Agreement and in a proper, thorough and workmanlike

manner, and to the satisfaction of the Public Works Commissioner of his/her designee, whose decision as to matters pertaining to the fulfillment of this Agreement shall be conclusive.

ARTICLE IV

Term of Agreement

SECTION 4.01 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2025 (unless this Agreement is earlier terminated as provided herein).

This Agreement is subject to annual appropriation of funds and may be cancelled at the City's sole option at any time if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

ARTICLE V

Automated Trash Collection; Additional Collections; Bulk Items; Automated Single Stream Recycling; Yard Waste; Roll-Offs; Revenue/Cost

SECTION 5.01 Automated Collection -Trash. The City of Newton trash collection program utilizes both blue 64-gallon and blue 35-gallon carts to service legal residential units receiving curbside collection by the City of Newton. Carts set-out for collection may not exceed one hundred (100) lbs. Any trash outside the cart will not be collected unless specified in Sections 5.02, 5.03, 5.04 and 5.05.

SECTION 5.02 Trash - Dumpster Collection. The City of Newton collects trash at sites indicated in Exhibit 2, from larger residential, municipal and school sites. Additional dumpster collections will be modified to a rate per pick up as indicated in Exhibit 1. However, at no extra charge, WMMA shall allow one extra trash collection at each school during the 3-week period at the end of the school year. These will be non-dedicated commercial routes. In the event a dumpster is not capable of being locked, for the fee specified in Exhibit 1, the City may request WMMA to choose to exchange it or modify it so that top lids

and side doors can be locked. Compacting units may replace dumpsters at Newton North High School and Newton South High School at the haul and rental rates as established in Exhibit 1. The City shall be responsible for any site preparation, if any, (cement pads, electrical, building modifications) that may be required for compactor units to be installed. All dumpster collection sites are required to recycle according to the same requirements as a single unit site.

SECTION 5.03 Additional Collection - Second Cart. Residential units may be allowed extra supplemental carts, of 35- or 64 -gallon capacity, upon request for extra waste, which cannot fit into a household's issued cart at annual fees as determined by the Commissioner of Public Works.

These additional carts will be collected simultaneously with the originally issued cart by WMMA. If a resident purchases the use of a trash cart for extra trash on an annual basis, the City may require a recycling cart to be purchased as well. The City is allowed up to a total of 2,000 additional trash and/or recycling carts over the term of the contract without incurring a charge of \$5.00 per month per cart.

SECTION 5.04 Additional Collection - Bag. Residential units will be allowed to place overflow bags of trash at curbside on the day of collection. The overflow bags will be adjacent to the automated trash cart at a cost to the resident of \$2.25 per bag. As of the date of this contract, if the City reduces the bag charge to residents below the price of \$2.25 per bag, then WMMA will charge \$2.00 per bag for collection and haul of these bags.

SECTION 5.05 Bulk Items. By appointment only, WMMA will collect bulky items for the per item fee specified in Exhibit 1 at legal residential units that receive City trash and recycling services. The City agrees to provide WMMA with an electronic list of addresses and items to be collected no later than 10:00am on the day prior to the designated collection day (e.g. Monday by 10:00am for Tuesday's collections). WMMA shall collect the bulky items so noticed on the following regular collection day for such address. WMMA may modify the bulk schedule with written approval from the City. Any such modification to the bulk schedule shall become part of and incorporated with this Agreement.

SECTION 5.06 Automated Single Stream Recycling. All recyclable materials covered hereunder shall be collected as single stream recycling, with the exception of the cardboard compactor and rigid plastics container located at the City drop-off location on Rumford Ave. Occupants of legal residential units receiving curbside collection by the City of Newton shall place all recyclable materials loose in a green 64-gallon or green 35-gallon wheeled cart(s) for collection and WMMA shall collect recyclable materials from these carts at curbside. Carts may not exceed one hundred (100) lbs. All acceptable recyclable materials must be inside the cart to be collected. The City may allow an additional green cart for use by residents free of charge. The City is allowed up to 2,000 additional carts (trash and recycling) over the term of the contract without incurring a charge of \$5.00 per month per cart. At residential locations that have a dumpster, the use of carts or recycling dumpsters is permitted according to the same standards as a single unit of housing.

WMMA shall collect all recyclables from municipal and school buildings in either automated wheeled carts or dumpsters as directed by the Commissioner of Public Works, as indicated in Exhibit 2.

SECTION 5.07 Single Stream Recycling Collections at Dumpster Locations. All sites that receive trash dumpster service must also recycle. Recycling may be in a dumpster(s) or carts. All single stream recycling collected at dumpster locations shall conform to the specifications as set forth in Exhibit 6.

In the event that a recycling dumpster is contaminated by non-recyclable items (examples include but are not limited to plastic bags and bagged recycling, see Exhibit 6 for complete specifications), the driver shall take a picture of the contaminated material and, if the dumpster was serviced, the City shall be charged the per yard contaminated recycling rate set forth in Exhibit 1. If the dumpster was not serviced due to the contamination, the City may elect to remove the contaminants and WMMA will service on the next schedule day. Alternatively, the City may request the contaminated dumpster to be collected as solid waste, the next time solid waste collection is scheduled for the location in question and for an additional fee equal to the extra pickup rate corresponding to the dumpster size as indicated in Exhibit 1.

Dumpster collections shall occur at a frequency as determined by the Commissioner of Public Works. However, at no extra charge, WMMA shall allow one extra recycling collection at each school during the 3 weeks period at the end of the school year and the beginning of the new school year without additional cost. Other additional school and municipal dumpsters will be modified to a rate per pick up as indicated in Exhibit 1.

Compacting units may replace dumpsters at Newton North High School and Newton South High School at the haul and rental rates as specified in Exhibit 1. City shall be responsible for any site preparation, if any, (cement pads, electrical, building modifications) that may be required for compactor units to be installed.

SECTION 5.08 Yard Waste. Yard waste shall be collected curbside from legal residential units that receive trash and recycling collection services from the City of Newton and shall be delivered to Rumford Avenue for 41 weeks per year. The dates of yard waste collection shall be approximately mid-March through mid-December, weather depending. The City reserves the right to establish these dates. Within these dates will be 3 weeks for the collection of Christmas trees. Any additional collection weeks beyond 41 per year will be subject to an additional fee as specified in Exhibit 1. Yard waste shall be brought to the City of Newton Resource Recovery Center at 115 Rumford Avenue, Newton, MA 02466. At the City's direction, WMMA will deliver Christmas trees to either The City of Newton Resource Recovery Center or to a composting location approved by the MA DEP and mutually agreed upon by City and WMMA. The City shall be responsible for all charges associated with the composting, processing and/or disposal of yard waste and/or Christmas trees.

SECTION 5.09 Roll-Off Units. The City of Newton shall pay roll-off fees as set forth in Exhibit 1 for the following containers:

Two 42CY MSW Compactors, One 42CY OCC Compactor, One 30CY Rigid Plastics Dumpster, One 30CY C&D Dumpster, One 30CY Yard Waste/ Invasive Plants Container, One 30CY Public Recycling (SSRY) Container

SECTION 5.10 Cart Service. At WMMA's expense, WMMA will utilize its own personnel to track cart inventory; procure replacement carts, up to 1750 carts per year; procure replacement parts; repair carts, make deliveries, removals and swaps. These carts will be owned by the City of Newton with the aforementioned services provided by WMMA.

SECTION 5.11 White Good Collection. By appointment only, WMMA will collect White Goods (i.e. appliances and freon containing items); large metal items, tires, televisions, monitors and CRT containing

devices; certain household electronic items; and large rigid plastic items for the per item fee specified in Exhibit 1 at legal residential units that receive City trash and recycling services. The City agrees to provide WMMA with an electronic list of addresses and items to be collected no later than 10:00am on the day previous to the designated collection day (e.g. Monday by 10:00am for Tuesday's collections). All items collected under this program would be delivered to the City of Newton Resource Recovery Center and the City would be entitled to any rebate resulting from the sale of materials collected under this program; likewise, the City would also be responsible for any disposal or processing fees associated with the materials collected under this program.

ARTICLE VI

Diversion of Waste

SECTION 6.01 Diversion of Waste.

- (a) WMMA may, at its sole election, dispose of Newton's Acceptable Waste at other than the Site.
- (b) Should WMMA choose at its own election to divert any of Newton's Acceptable Waste delivered under this contract to other than the Site, for other than an event of Force Majeure, Newton shall bear no additional cost or charge for such diversion.
- (c) WMMA shall provide Newton with written notice of any such diversion of Acceptable Waste for any reason, prior to the billing by WMMA, with an itemization of tonnages diverted and location of diversion, with each billing by WMMA.

ARTICLE VII

Trash Fees, Escalation and Payment Single Stream Recycling Revenue/Costs

SECTION 7.01 Collection and Haul Fees. The annual fees for collection and haul as set forth in Exhibit 1 shall relate to the following services: **Solid Waste Collection & Haul:** Includes the collection of one (1) curbside cart of Acceptable Waste per eligible residence per week, plus any additional carts issued to the residence per the resident's request.

Recycling Collection & Haul: Includes the collection of one (1) cart of acceptable single-stream recyclables per eligible residence per week, plus any additional carts issued to the residence per the resident's request.

Yard Waste Collection: Includes curbside yard waste collection for 38 weeks per year and Christmas Trees collected for 3 weeks per year per for eligible residences

Cart Maintenance: Includes all delivery, removal, swap and repair orders requested by the City as well as inventory management and cart and part procurement.

Routing and Mapping Adjustment: Includes the cost associated with WMMA routing and mapping all orders for bulk item collection.

Municipal Dumpster Collection Cost – MSW: Includes the collection and disposal of Acceptable Waste collected in the dumpsters listed under “Solid Waste Dumpsters-Municipal Locations” in Exhibit 2 at the frequency set forth in said exhibit.

Municipal Dumpster Collection Cost – REC: Includes the collection and processing of single-stream recyclables collected in the dumpsters listed under “Recycling Dumpsters-Municipal Locations” in Exhibit 2 at the frequency set forth in said exhibit.

School Dumpster Collection Cost – MSW: Includes the collection and disposal of Acceptable Waste collected in the dumpsters listed under “Solid Waste Dumpsters-Schools” in Exhibit 2 at the frequency set forth in said exhibit.

School Dumpster Collection Cost – REC: Includes the collection and processing of single-stream recycling collected in the dumpsters listed under “Recycling Dumpsters-Schools” in Exhibit 2 at the frequency set forth in said exhibit.

The fees for all collection and haul services for trash and recycling by WMMA is set forth in Exhibits 1 & 2. In addition, all dumpsters currently collected at municipal and school sites, as well as condominium/apartment sites listed in Exhibit 2 will continue to be collected as provided in Section 13.01.2. Invoices shall be itemized and billed separately at the rates set forth in Exhibits 1 & 2.

SECTION 7.02 Annual Cost Escalation.

(a) The fee for all collection and haul services for trash and recycling by WMMA is set forth in Exhibits 1 & 2 with an escalation rate after Year 1 at 6%.

(b) Fuel costs shall be adjusted twice yearly based on a range from \$3.24-\$3.64 per gallon for diesel and \$2.94-\$3.34 for CNG before any adjustments will occur. 174,461 gallons used per year. However, the City reserves the right to review these costs during the course of the year based on major fluctuations in the indices and determine, along with WMMA, a new adjustment clause. Adjustment shall be based on the average six (6) month cost for #2 diesel motor fuels and CNG (diesel fuel equivalent) published by the United States Department of Energy for the full six (6) months preceding the adjustment. The difference between the average six (6) month published cost and base fuel cost will be multiplied by gallons of fuel used each month. The resulting increase or decrease will be the basis for the adjustment, which will be applied to the monthly

invoice. WMMA agrees to provide the City with the actual number of gallons used for a six (6) month period to be the basis for the calculation in the subsequent six months. If the cost increases, the City of Newton shall be billed accordingly. If the cost decreases, the City of Newton shall receive a credit.

SECTION 7.03 Solid Waste Compactors, Roll-Offs and Additional Dumpsters. If the city elects to rent (a) compactor (s), rent per compactor will be \$390.00 per month per compactor unit. New dumpster locations (trash and/or recycling) will be added at per pick up rates. Hauling rates and per pick up rates are set forth in Exhibit 1.

SECTION 7.04 Solid Waste Payment. WMMA shall be paid monthly based upon 1/12 of the annual lump sum payment as determined in Section 7.01 plus the number of itemized roll-off haul and disposal fees and any dumpster collections. Each monthly payment shall be determined in accordance with the methods provided herein. There shall be no other cost or charges for any work performed under this Agreement. Payments in whole or in part will be made for the faithful performance of this Agreement, less any penalties for noncompliance.

At the end of each month, WMMA shall render to the City a monthly statement for an amount equal to one twelfth (1/12) of the agreed upon annual fee plus any additional itemized fees.

Invoices submitted within ten days after the end of the previous month for work performed during the preceding month will be paid no later than thirty days from the date of invoice subject to the collection of expenses and/or defaults to be reimbursed to and deducted by the City, and subject to the City's right to terminate the contract. Each monthly invoice shall itemize and include copies of all of the weight slips of the materials collected under this Agreement.

SECTION 7.05 Single Stream Recycling Revenue/Cost Summary

For details on Single Stream Recycling Specifications; Terms & Conditions; Blended Value Calculations & Charges; and Contamination Audit Protocol see Exhibit 6.

Cost. Curbside recyclables will be valued based on the composition of single stream materials and market prices for each material. Residue rate shall not exceed 10%. Periodic audits will be conducted to verify residue rates and a contamination fee will be applicable if the residue rate exceeds 10%.

(a) **Revenue.** When the average blended prices exceed the processing fee of \$89.00 dollars, or as adjusted annually by 5%, during the month of delivery, WMMA will pay a rebate calculated as follows:

When the average blended prices exceed \$89.00 per ton (or as adjusted by 5% annually) during the month of delivery, then WMMA shall pay Newton 70% of the blended value less the processing fee, multiplied by the total tons of single stream recyclables meeting the specifications for Single Stream Recycling contained herein collected during the month by WMMA in Newton. Such rebate shall be payable within 30 days of the end of each month, i.e., by July 30 for the month ending June 30. WMMA shall include an updated Blended Value table with the monthly invoice sent to the City. See Exhibit 6 for details.

Example of Charge:

Blended Value of recyclable material = \$5 per ton

Processing Fee = \$89 per ton

Charge to City = \$84 per ton (\$89 Processing Fee minus \$5 Blended Value)

Example of Rebate:

Blended Value of recyclable material = \$100 per ton

Processing Fee = \$89 per ton

Rebate to City = \$7.70 per ton (70% of [\$89 Processing Fee minus \$100 Blended Value])

ARTICLE VIII

Disputes

SECTION 8.01 In the event of any dispute as to any portion of any monthly or other bill, Newton shall pay any undisputed amounts as set forth in Section 7 and shall give written notice of the disputed portion to WMMA. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set

forth the grounds on which such dispute is based. No Event of Default shall result from a failure to pay or late payment of any disputed amount during any dispute. WMMA shall give consideration to such dispute and shall advise Newton with regard to its position relative thereto within twenty (20) days following the receipt of such written notice. Upon final determination (whether by agreement, mediation, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to Newton after such determination. During the pendency of any dispute as to the amounts owed, both Newton and WMMA shall continue performing their respective obligations under this Agreement.

SECTION 8.02 The parties agree to use their respective best efforts to resolve any dispute(s), which may arise regarding this Agreement. If a dispute arises that cannot be resolved among the parties involved in the daily management and implementation of this Agreement, the Public Works Commissioner or his/her designee and the Company's senior operations manager or his/her designee shall use their respective best efforts to resolve such dispute. If those individuals are unable to resolve the dispute within a reasonable time period, the parties agree to submit the dispute to alternative dispute resolution in the form of non-binding mediation for resolution prior to seeking to enforce this Agreement before a court. Notwithstanding the foregoing, either party may seek injunctive relief without resorting to alternative dispute resolution or mediation to prevent irreparable harm caused by a breach of this Agreement.

ARTICLE IX

Default and Remedies, Termination

SECTION 9.01 Events of and Remedies of Default.

- (a) In the event of the breach by either party of an obligation under this Agreement, the right to recover damages or to be reimbursed as provided herein will ordinarily constitute an adequate remedy. Therefore, neither party shall have the right to terminate this Agreement for cause for any breach unless an Event of Default on the part of the other party shall have occurred and be continuing.
- (b) The persistent or repeated failure or refusal by a party to fulfill any of its material obligations in accordance with this Agreement shall constitute an Event of Default, unless such failure or refusal shall

be excused or justified by a Force Majeure Event, provided, however, that no such failure or refusal shall constitute an Event of Default unless and until:

(i) The affected party shall have given prior written notice to the party allegedly in breach stating that in the affected party's opinion a particular default or defaults (to be described in reasonable detail in such notice) exist, which will, unless corrected, constitute a material breach of this Agreement on the part of the party allegedly in breach and which will, in the affected party's opinion, give it a right to terminate this Agreement for cause under this Section unless such default is corrected within fifteen (15) days, and,

(ii) the party allegedly in breach shall have neither corrected such default nor initiated reasonable steps to promptly and successfully correct the same within fifteen (15) days from the date of the notice given pursuant to this Section, or has not succeeded in correcting such default within sixty (60) days of such notice or a longer period if the default cannot reasonably be cured in 60 days and such party is using best efforts to cure the default.

SECTION 9.02 Termination on Default. If any party shall have a right of termination for cause in accordance with this Section, the same may be exercised only by written notice of termination given to the party in default. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have. Failure by either party to provide such notice of termination in the event of a default, or to terminate this Agreement upon a failure by the breaching party to cure such default, shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

SECTION 9.03 Termination. This Agreement shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Agreement or any other instrument or otherwise, except as specifically provided in this Agreement.

Article X

Force Majeure Events

SECTION 10.01 Force Majeure Events. A non-performing party shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in this Agreement, by reason of a Force Majeure Event. This provision shall not, however, relieve the non-performing party from using all reasonable efforts to overcome or remove such Force Majeure Event as soon as legally possible, nor from providing immediate notice to the other party of such Force Majeure Event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure Event, and during such period thereafter as may be reasonably necessary for the non-performing party to correct the adverse effect of such Force Majeure Event, provided that the non-performing party shall use its best efforts to obtain a stay or appeal of any Force Majeure Event constituting a Change in Law if in the non-performing party's good faith judgment, after consultation with counsel, such action is warranted. The non-performing party shall give prompt notice of a Force Majeure Event to the other party. The non-performing party shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure Event. In the event that the occurrence of the Force Majeure Event results in documented increased costs to perform the obligations under this Agreement, the parties agree to negotiate an equitable adjustment to the Contract Prices under this Agreement.

SECTION 10.02 Strikes, Work Slowdown. No strike, lockout, work slowdown or similar industrial or labor action, labor dispute or labor shortage shall constitute a Force Majeure Event for the residential collection and haul of Acceptable Waste. If such occurs, WMMA shall assign whatever management or other personnel from WMMA, including but not limited to, WMMA personnel from other districts to provide sufficient manpower to provide the same/continuing level of trash collection and haul services as referenced in this Agreement with the City of Newton.

ARTICLE XI

Assignment or Amendment of Agreement

SECTION 11.01 Assignment of Agreement.

(a) This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that except for any assignments authorized hereunder, neither this Agreement nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, and any attempt to the contrary to assign without such consent shall be void, except as provided in subparagraph (b) herein.

(b) Subject to subparagraph (c) herein, WMMA may not assign, nor delegate its obligations under this Agreement without the express written consent of Newton. If WMMA makes such an assignment, it shall remain responsible for the performance bond provided in Article XXI until such time as assignee posts a performance bond acceptable to the City, to be renewed annually for the balance of the term of this Agreement, equal to the total annual Collection Fee. WMMA's obligations under this Section 11.01(b) shall be an essential and material term of this Agreement. Any assignment in violation of this provision is void.

(c) In the event of bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of WMMA, or any assignment for the benefit of creditors, the City may, at the election of the City:

(i) terminate this Agreement with all pertinent contractual conditions herein affected in favor of the City, or

(ii) fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the contract, and to perform in accordance with the specifications or descriptions contained herein. Notwithstanding the foregoing, failure of a permitted assignee to perform shall not relieve WMMA of its obligations to fulfill the terms and conditions of the contract as set forth herein.

SECTION 11.02 Amendment of Agreement. This Agreement may not be amended except in writing agreed to, executed and delivered by the parties hereto. It is contemplated by both parties that amendment to this Agreement may be necessary during the term of this Agreement.

Article XII

Insurance

SECTION 12.01 Claims. WMMA shall provide insurance coverage (Exhibit 5) as will protect WMMA performing work covered by this Agreement and the City of Newton and its employees, agents and officials from all claims set forth below which may arise out of or result from WMMA's operations under this Agreement, whether such operations be by WMMA or by anyone directly or indirectly employed by WMMA, or anyone for whose acts WMMA may be liable:

- (a) claims under workers' or workmen's compensation, disability benefits, and other similar employee benefit acts;
- (b) claims for damages because of bodily injury, occupational sickness or disease, or death of WMMA's employees;
- (c) claims for damages because of bodily injury, sickness or death of any person other than WMMA's employees;
- (d) claims for damages insured by usual personal injury liability coverage which are sustained (i) by any persons as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (ii) by any other person;
- (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any vehicle.

SECTION 12.02 Minimum Limits. Prior to the execution of this Agreement, WMMA shall obtain and deliver to the City of Newton certificates of insurance as specified hereunder. During the performance of the work,

WMMA shall maintain insurance of the kinds and at least the amounts specified hereunder, and in a form satisfactory to Newton. This insurance shall be provided at WMMA's expense and shall be in full force and effect during the full term of this Agreement.

- | | | |
|-----|--|---|
| (a) | Statutory Workers' Compensation
Employer's Liability | Statutory
\$1,000,000 per occurrence |
| (b) | Comprehensive General Liability
Insurance, including contractual and
products/completed operations | \$1,000,000 per occurrence |
| (c) | Comprehensive Automobile Liability
including non-owned and hired vehicle
hired: | \$2,000,000 per occurrence |
| | Bodily injury and property damage | \$1,000,000 per occurrence |
| (d) | Comprehensive Excess Umbrella | \$4,000,000 per occurrence |

SECTION 12.03 Certificates. Not later than the commencement date of the Agreement, and annually thereafter for the term of this Agreement or any extension thereof, WMMA shall furnish Newton with certificates of insurance, in triplicate, evidencing coverages set forth above and such certificates shall contain a provision that Newton shall be given thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days' notice if cancellation is due to nonpayment of premiums. The description of each coverage listed on the certificates shall include an appropriate means of identification, referencing the coverage to the corresponding paragraph subdivision listed above.

WMMA shall not commence the work until proof of compliance with this article has been furnished to the City of Newton. The City of Newton shall be named an additional insured party under all General liability policies covering or applicable to Residential Collection and Haul under this Agreement to the extent of WMMA's obligations hereunder. If the City is damaged by WMMA's failure to maintain such insurance, then WMMA shall be responsible for all reasonable costs attributable thereto. Failure to comply with the requirements of this section on the part of the WMMA shall be considered an Event of Default under this Agreement

ARTICLE XIII

Residential Collection and Haul Covenants Trash and Recycling

SECTION 13.01 Operation. WMMA shall provide residential collection and transport of the entire quantity of the City of Newton's Acceptable Waste generated or present within its corporate boundaries for the term specified in Section 4.01. Collection shall occur at curbside, and from municipal, school and residential dumpster units and compactor units located at 115 Rumford Avenue and specifically identified in Exhibit 2 or as directed by the Commissioner of Public Works or his/her designee and in accordance with the provisions of this Article XIII. WMMA shall take and acquire title to Acceptable Waste from the City of Newton collected by WMMA at the time WMMA removes waste from curbsides in Newton by loading same into collection vehicles under its control or transports the same in accordance with the provisions of this Article XIII. Title to all Unacceptable Waste shall remain with the City of Newton. WMMA agrees to support efforts to identify the generator of any Unacceptable Waste, and shall share equally with the City in the costs of remediation for such Unacceptable Waste.

WMMA shall deliver all Acceptable Waste to the waste-to-energy plant at Wheelabrator- Millbury and shall not permit the diversion of waste from such facility unless the City of Newton agrees or directs such diversion or as provided in Article VI herein.

SECTION 13.02 Frequency of Collection and Haul of Trash and Single Stream Recycling. WMMA shall collect and haul Acceptable Waste at least once per week from every residential dwelling within Newton that has City collection service, including, but not limited to single, 2-, 3-, and 4-family buildings, apartment buildings, condominiums and at all municipal and school buildings. The Contractor shall collect Acceptable Waste from municipal, school buildings and 115 Rumford Avenue more often than once per week as may be reasonably required by the Commissioner of Public Works as stated below.

As of the commencement date of this Agreement, WMMA shall collect Acceptable Waste from municipal buildings on the schedule Set forth in Exhibit 2

WMMA shall use its best efforts to ensure that no wastes other than that to be collected and hauled under the provisions of this Agreement shall be placed into the collection vehicles used for Residential Collection and Haul, except for vehicles collecting from locations with dumpsters, pursuant to the provisions of this Agreement. The City agrees to encourage households to place only Acceptable Waste in collection containers.

SECTION 13.03 Work Week. WMMA shall provide Residential Collection and Haul of all Acceptable Waste on a daily basis during a five-day work week, commencing on Monday and concluding on Friday. No Residential Collection and Haul shall occur on legal holidays which fall within the five-day work week. When a collection day falls on a legal holiday, the collection route shall be collected the day after the legal holiday and the remaining collection routes for that week shall be delayed by one (1) day, unless otherwise directed by the Commissioner of Public Works and mutually agreed upon by the parties. If a legal holiday falls on a Sunday it will be celebrated on the following Monday, and the collection and haul schedule shall be the same as a holiday week schedule, delayed by one (1) day. If a legal holiday falls on a Saturday, the collection and haul schedule shall remain unchanged and no delay shall occur. Should the City of Newton recognize additional legal holidays during the term of this Agreement, such legal

holidays shall be added to this Agreement's definition of legal holidays and all parties shall conform their conduct and obligations under this Agreement accordingly.

If, in case of an emergency and with prior approval of the Commissioner of Public Works, a collection route is to be run on a legal holiday, WMMA shall, at its expense, notify the public in Newton of the holiday collection by advertisement in local newspapers and on local radio and on local access TV channels. WMMA shall also insure that holiday collection can be accepted by the disposal site to which the collected waste is hauled. There shall be no Residential Collection and Haul on weekends (Saturday and Sunday) unless such collection is the result of a legal holiday during the work week, an emergency or WMMA has received prior approval of the Commissioner of Public Works.

SECTION 13.04 Time of Collection. WMMA shall not commence Residential Collection and Haul within Newton before 7 AM. WMMA shall complete the removal of all Acceptable Waste from curbside or dumpsters on each daily collection route and those collection vehicles used to satisfy the Agreement's obligations shall leave Newton on or before 5 PM. WMMA acknowledges and agrees that the timely completion of daily collection routes is an essential and material condition of this Agreement. WMMA shall not permit any Acceptable Waste set out for collection in accordance with applicable local ordinances and scheduled for collection on that day's Collection Route, as specified hereunder, to remain uncollected later than 5 PM of the collection day or overnight at the conclusion of the collection day, unless specifically and expressly permitted in advance by the Commissioner of Public Works, at which time the material shall be collected at the beginning of the next business day unless deemed otherwise by the Commissioner of Public Works. If WMMA repeatedly fails to satisfy its obligations for timely collection and transport, it warrants to cause additional collection vehicles and personnel to be used to promptly remedy such failure.

The Contractor shall provide storage for its equipment, adequate to provide all weather, year- round operation. Adverse weather, extreme cold temperatures and snow accumulations, unless state-of-emergency conditions prevail, shall not be grounds for the cancellation or delay of Residential Collection and Haul in accordance with this Agreement, unless both parties agree that collection should not occur for safety or health reasons. WMMA shall schedule collection and haul from schools at such times as shall

insure the safety of pupils and other personnel. The schedule of school collections shall be subject to the reasonable review and approval by the Commissioner of Public Works.

SECTION 13.05 Collection from Curbside. WMMA shall collect all Acceptable Waste deposited on the curbside in accordance with all applicable local ordinances, as they may be amended from time to time, not earlier than 7:00AM or later than 5:00 PM on a scheduled collection route unless permission is given by the Commissioner of Public Works. The Acceptable Waste, except for separately handled Bulky Waste, is to be placed in proper containers distributed by the City to each household and Contractor shall not be required to collect waste left outside or around the City issued containers, unless specifically allowed by ordinance or as a result of Section 5.02, Section 5.03, 5.04 and 5.05. Unless otherwise authorized by the Commissioner of Public Works, WMMA shall not collect as part of its trash collection any Waste placed on the curbside for Single Stream Recycling collection.

Residents are required to place carts at curbside according to City ordinances within three (3) feet of the edge of the roadway with the cart opening facing the street and, other than streets designated for semi-automated collection as agreed to by the parties, residents will be required to set containers in an area free from obstructions (utility poles, sign posts, trees, etc.).

If any portion of the collection route is temporarily blocked or inaccessible for any reason, the Commissioner of Public Works shall provide notice and consultation to WMMA regarding a planned blockage and collections shall be performed at a time as the parties agree will allow Contractor access to the Acceptable Waste. WMMA shall be responsible for the Residential Collection and Haul of Acceptable Waste only when such waste is placed in accordance with the provisions of local ordinances. If WMMA's automated equipment is not operational for any reason, WMMA warrants to collect and haul Newton's Acceptable Waste manually in a timely manner at no additional cost to the City. WMMA shall notify the Commissioner of Public Works daily in a prompt manner of all locations at which WMMA failed to collect waste and the reason(s) for non-collection.

If during collection, waste is spilled onto a street, sidewalk or private property, or if at any time waste is spilled or dumped out of a collection vehicle prior to disposal, WMMA shall immediately cause the spilled waste to be cleaned up and placed in the collection vehicle before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup

of the spilled waste. The lids, doors and other openings of the collection vehicles shall remain closed while in transit to and from the route and all waste shall be securely stored and covered in a collection vehicle prior to the removal of such waste from Newton. At all times, while in service in the City of Newton, all vehicle bodies shall be properly plugged to prevent liquid from leaking onto the City streets.

SECTION 13.06 Collection from Dumpsters. WMMA shall provide, maintain, collect and dispose of waste from dumpsters from the locations set forth in Exhibit 2. This list is the best current approximation of dumpster locations, and may be amended from time to time by the Commissioner of Public Works or his/her designee. Newton accepts no responsibility as to its accuracy regarding the number or size of the dumpster containers listed.

SECTION 13.07 Acceptable Waste. Acceptable Waste is defined in Article I. At no time shall WMMA collect items as part of its trash collection that are considered "Waste Ban", "Recyclable" and/or "Unacceptable Waste" items as defined in Article I; provided however, that WMMA may collect recyclable items meeting the Specifications set out for collection as part of Single Stream Recycling.

SECTION 13.08 Stickers. WMMA shall place City-provided stickers on any items not considered Acceptable Waste or which do not meet the collection standards as defined in this section for proper collection and haul according to this Agreement. Sticker types include, but may not be limited to, the following:

- Not Collected for the Following Reasons:
- Yard Waste Not Properly Prepared
- Others as directed by the Commissioner of Public Works or his/her designee

WMMA shall reimburse City for 50% of the cost of the stickers, not to exceed \$3500 per year.

SECTION 13.09 Collection Vehicles and Equipment. WMMA shall use a sufficient number of collection vehicles and equipment commonly used for the collection of residential waste which are

capable of collecting Acceptable Waste, recycling and waste from dumpsters within the hours of 7:00 AM-5:00 PM, and which are further capable of transporting the collected Acceptable Waste directly to the disposal or processing facility and mechanically dumping directly into the waste pit or tipping floor of such site. WMMA warrants that by the Commencement Date of this Agreement, it shall own new equipment or already have existing equipment and/or have the exclusive right to use a sufficient number of existing collection vehicles and all necessary equipment, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in Residential Collection and Haul of all Acceptable Waste or recycling in accordance with the provisions of this Agreement. New vehicles put into service pursuant to this Agreement shall be state of the art vehicles capable of automated and/ or manual collection. All vehicles and/or employees of WMMA in the performance of this Agreement shall have access to communications equipment, which operates on frequencies that shall not interfere with existing area frequencies or mobile communications. Each vehicle shall carry communications equipment. Communications equipment shall be assigned to a specific vehicle. The City shall have the power at any time to order WMMA to increase the number of vehicles, at no additional cost to the City, if in the judgment of the Commissioner of Public Works such an increase is necessary for the fulfillment of the Agreement. If upon receipt of such order, WMMA fails to comply with such order within 10 days, or fails to respond with adequate reason why the increase is not warranted, such failure shall constitute a breach of the Agreement, and WMMA shall forfeit in the form of liquidated damages the sum of \$2,000.00 for each day WMMA fails to comply with such order, said penalty to be imposed for each additional truck ordered by the City, but not placed in service by WMMA.

The bodies of the trucks to be used for the collection and haul of Acceptable Waste shall be industry standard vehicle and body as used in the automated collection of solid waste and recycling. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law.

WMMA shall also have available for constant use "chase" vehicles that will inspect and follow- up each Collection Route daily to assure that collections are made in accordance with provisions of this Agreement.

Such "chase" vehicles shall also be used to check complaints and make immediate collection of Acceptable Waste or recycling from complainants or where not otherwise properly collected. Chase vehicles may also be used to pick up identified special citizen circumstances as requested by the City.

WMMA shall not use collection vehicles used in the performance of its obligations under this Agreement or marked "City of Newton" for any purpose or in any other manner than in the performance of this Agreement, unless the Commissioner of Public Works has received prior notice. Prior to 7:00 AM on any operating day, WMMA shall give notice and identify the collection vehicles which are to be used for collection and haul in the City of Newton on that operating day. Such notice shall also identify when, where and for whom collection vehicles permanently marked as provided below will be used on that operating day if such use is not for Newton and shall also identify which collection vehicles marked as provided below are under repair on such operating day or will otherwise not be in use for any purpose on that operating day. Prior to 7:00 AM on any non-operating day, WMMA shall give notice and identify collection vehicles permanently marked which will be used for any purpose other than for the collection and haul of the City of Newton's Waste on that day, indicating when, where and for whom such services will be provided.

In the event that WMMA elects to use a collection vehicle for any purpose other than for the collection and haul of the City of Newton's Waste after the commencement of the collection in Newton by such vehicle, then WMMA shall give immediate notice of such use to Newton. Any collection vehicle which has provided collection services to any entity other than Newton shall be emptied and cleaned by WMMA and shall be inspected by both WMMA and Newton prior to the use of such vehicles for collection of Newton's Waste.

SECTION 13.10 Identification. WMMA and Newton shall agree to the size and type of identification to be used for all vehicles employed in the performance of this Agreement, but such identification must include the prominent identification of "City of Newton", affixed on all collection vehicles which are substantially dedicated to the collection and haul of Newton's Waste under this Agreement, provided, however, that all vehicles used for collection and haul of the City of Newton's Waste, whether substantially dedicated to the collection and haul of the City of Newton's Waste or not, must have prominent identification of "City of Newton" affixed to such vehicle while it is engaged in the collection and haul of the City of Newton's Waste under this Agreement. Any vehicle marked as required in this paragraph shall have such identification covered at all times when it provides services to any entity other than the City of Newton.

SECTION 13.11 Inspection. WMMA shall present any and all collection vehicles and other equipment used for Residential Collection and Haul under this Agreement for inspection and approval by the Commissioner of Public Works at such times and places as he/she may reasonably request. Prior to the Commencement Date of this Agreement, WMMA shall furnish the Commissioner of Public Works with a list of all such vehicles, including on such list the make, body type and registration for each vehicle. WMMA shall file updates to this list so that the Commissioner of Public Works has at all times an accurate list of vehicles and equipment currently being used by WMMA in Residential Collection and Haul. WMMA shall notify the Commissioner of Public Works prior to the addition of another vehicle or the substitution of any vehicle. New or substitute vehicles shall be inspected and approved prior to being used by WMMA in Residential Collection and Haul under this Agreement. WMMA shall affix the identifying information required in this section to any substitute vehicle prior to using such vehicle in Residential Collection and Haul. All equipment used by WMMA shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by the City at any time.

SECTION 13.12 Condition. WMMA shall use its best efforts to maintain all collection vehicles, reserve vehicles and all other vehicles and equipment used in Residential Collection and Haul in good condition and repair, including being neatly and uniformly painted and rust free, properly identified as provided hereunder and thoroughly clean, throughout the term of this Agreement, so that at no time during the term of this Agreement is WMMA unable to comply with any and all provisions of this Agreement due to the condition of its vehicles or equipment. WMMA shall make adequate provision for maintenance and prompt repair of its equipment. All equipment used in the collection and transport of Acceptable Waste shall be thoroughly cleaned both inside and outside, at least once a week and sprayed with such deodorizing material as may be deemed necessary by the City of Newton.

SECTION 13.13 Cleanliness. WMMA shall use its best efforts to see that all vehicles and equipment used in Residential Collection and Haul are at all times clean, in good repair and kept in a sanitary condition. Any collection vehicles stored, parked or garaged in the City of Newton overnight shall be completely unloaded and cleaned prior to such storage, parking and garaging, although this Agreement does not contemplate

parking, storing or garaging in Newton, except as expressly provided by the Commissioner of Public Works.

SECTION 13.14 Employees. WMMA shall have available at all times the necessary labor force to collect and haul waste according to the terms of this Agreement. WMMA shall also have a reserve of labor available to cover vacations and sick leave. The City requires CORI on all WMMA employees. WMMA agrees to provide the driving records of any WMMA employee driving on Newton collection routes, upon request.

SECTION 13.15 Competence. Employees of WMMA are the main contact with City of Newton residents. Employees are therefore required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or complaints made by residents concerning trash collection. All employees shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated.

WMMA shall supply sufficient personnel, including supervisory and management personnel, to perform Residential Collection and Haul in accordance with the provisions of this Agreement. WMMA agrees that whenever Newton notifies WMMA in writing that an employee of WMMA while performing Residential Collection and Haul services under this Agreement is incompetent, disorderly, under the influence of alcohol and/or drugs, uses insolent or improper language to members of the public or is otherwise unsatisfactory in any manner, including the operation of collection vehicles, or is not employed in accordance with the provisions of this Agreement, WMMA shall promptly investigate such complaint. If WMMA is unable to correct the problem, WMMA shall no longer assign such employee to perform Residential Collection and Haul duties under this Agreement.

WMMA shall provide each employee with proper training, instructions and handouts to ensure the employee understands and can communicate to the residents which materials are acceptable and not acceptable for trash collection, including any special preparation requirements.

All employees in service under this Agreement shall use every effort to ensure that recyclable items as defined in Article I are not collected as trash, but rather as part of the Single Stream Recycling collection as contemplated under this Agreement.

SECTION 13.16 Level of Service. WMMA shall familiarize itself with all customs and procedures of the City relative to trash collection and haul and hereby agrees to adopt and incorporate these customs and procedures in the performance of its duties hereunder, including the City's ordinance addressing automated trash collection. These procedures include, but are not limited to, the collection, transport and disposal of all items currently collected in the City as described in this Agreement. Notwithstanding anything to the contrary in the provisions of this Agreement, this Agreement shall be construed to require WMMA to provide at least the same level and quality of trash pickup and disposal services that have been provided under the prior contract, and as defined by the Commissioner of Public Works.

SECTION 13.17 Training and Licenses. WMMA warrants that all vehicle operators shall be trained in public safety and driving safety prior to their commencement of services hereunder, and shall, at all times while performing Residential Collection and Haul services under this Agreement, possess and carry the necessary valid and applicable Commercial Driver License (CDL) issued by the Commonwealth of Massachusetts or State of bearer's residence. WMMA warrants that any of its employees driving on Newton collection routes shall have a good driving record. The Commissioner of Public Works shall have the right to review the public safety and driving safety training provided by WMMA to all vehicle operators. WMMA shall use its best efforts to see that its vehicle operators comply with all applicable traffic and motor vehicle laws, regulations and local ordinances while performing Residential Collection and Haul services. The Commissioner of Public Works reserves the right to require that all drivers periodically produce their licenses for examination.

SECTION 13.18 Clothing. WMMA's personnel who are employed in the collection of Acceptable Waste shall be dressed in suitable clothing and shall be clean and neat in appearance.

SECTION 13.19 Contractor Representative. WMMA shall provide a representative to whom all orders and directions pertaining to Residential Collection and Haul shall be given by the Commissioner of Public Works or his/her designee. The WMMA Representative or a duly authorized designee capable of acting in place of the WMMA Representative, shall be on-call and reachable within two (2) hours, twenty-four (24) hours per day, seven (7) days per week. WMMA shall make a representative available until 6:00 PM during days of collection as well as on-call on Saturday mornings until 11:00 AM. WMMA agrees that

whenever the City of Newton notifies WMMA in writing that the WMMA Representative is incompetent, unresponsive to complaints concerning the level of performance of collection and pickup services, or is unable to communicate with members of the public in a tactful and satisfactory manner, WMMA shall investigate such complaint. If WMMA is unable to correct the problem, WMMA shall no longer assign such individual to serve as the WMMA Representative, and WMMA shall provide a new WMMA Representative.

SECTION 13.20 Presence in Newton. The WMMA Representative shall be available by phone at all times during actual performance of this Agreement, and WMMA shall maintain adequate telephone service to allow the timely performance of Residential Collection and Haul in accordance with the provisions of this Agreement. The WMMA Representative shall have a mobile phone.

SECTION 13.21 Complaints. The WMMA Representative shall contact the Commissioner of Public Works or his/her designee at or before 10:00 AM and again at or before 3:00 PM during each work day to receive complaints, which the WMMA Representative shall promptly remedy. All complaints regarding collection and pickup reported before 3 PM shall be investigated and resolved by the WMMA Representative on the same day, unless otherwise mutually agreed by the Commissioner of Public Works or his/her designee and the WMMA Representative. All attempts will be made to resolve complaints received after 3:00 PM on that same day. Otherwise the WMMA Representative shall file a report (written or verbally as agreed upon) to the Commissioner of Public Works or his/her designee before 10:00 AM on the day following the day the complaint was received. Such report shall describe the complaint and the action taken to resolve the complaint. All reports of non-collection of waste shall be filed with the Commissioner of Public Works on the day following the non-collection.

Failure to satisfactorily resolve any complaint, no matter how or when communicated to the WMMA Representative, may result in the imposition of liquidated damages as provided in this Article.

SECTION 13.22 Records. The WMMA Representative shall cause the weigh slips or records registering the City of Newton's tonnages collected, transported and disposed from the prior workday (or on Monday for the prior Friday, Saturday or Sunday) to be delivered on a daily basis to the Commissioner of Public

Works. Prior to departure from Newton of the last collection vehicle to finish its daily collection route, and after the last vehicle has completed its collection route, the WMMA Representative shall notify the Commissioner of Public Works of the time when that day's last Collection Route was completed. The WMMA Representative shall make whatever arrangements necessary at WMMA's sole expense to ensure that no portion of that day's collection route has been missed.

SECTION 13.23 Collection Routes. The City of Newton will provide to WMMA the Collection Routes, including maps, indicating streets, or portions thereof, to be collected on each day of the schedule. Each address shall be scheduled for collection this same day of each week, holidays excepted. No modification to the Collection Routes shall be made without the prior written approval of the Commissioner of Public Works. The City shall reserve the right to require WMMA to modify the collection schedule and/or routes, type and care of vehicles and equipment for the health and safety of the City and the public, provided such change does not result in WMMA incurring additional cost. If Collection Routes change, WMMA and City shall share in the cost of providing such notice of same to the Newton public as maybe reasonably required by the Commissioner of Public Works.

SECTION 13.24 Modification of Routes. Newton and WMMA will define the automated Collection Routes. Prior to any modification of the Collection Routes approved and implemented on the Effective Date of this Agreement, WMMA shall submit the proposed collection route changes, together with street maps, to the Commissioner of Public Works for final approval.

If the automated Collection Route modification, or any other modification, is approved by the City of Newton, the City of Newton in cooperation with WMMA shall issue and deliver, at WMMA's expense, if the change was requested by WMMA or at the City's expense if requested by the City, notice of Collection Route modification to all parties or members of the public in areas within Newton affected by the Collection Route modification. This notice shall be delivered to every household within the area affected no later than 30 days before the new collection routes take effect and shall include WMMA's name and address, telephone number for complaints, the date the Collection Route modification shall commence and the new day of the

week when Acceptable Waste should be set out for collection. This notice shall also contain a summary of Newton ordinances and regulations governing residential trash collection and recycling.

After the Collection Route modification takes effect, additional notices shall be left by WMMA at each household within the affected area as often as the Commissioner of Public Works deems necessary. WMMA shall also advertise the Collection Route modification in the local newspaper and Newton Web Site no less than two (2) successive weeks prior to the effective date of the collection route modification. The newspaper advertisements shall contain the same information as the notices to be left at the households, and shall be in a form approved by the Commissioner of Public Works.

SECTION 13.25 Health Regulations. WMMA shall comply with all applicable rules and regulations that may be issued by the City's Board of Health and the State Department of Health.

SECTION 13.26 Care of Property. WMMA shall use its best efforts to see that trash carts are not damaged. Empty receptacles shall be left right side up, in a standing position and in the appropriate place where found.

At no time shall trash be scattered about the street or on private property. Trash which was accidentally spilled by WMMA, shall be immediately picked up by WMMA and removed. WMMA must carry tools on each truck for the proper removal of spilled debris, i.e. brooms, rakes, shovels, etc. At all times the trash body shall be properly plugged while the vehicles are in the City so liquid does not spill onto the City streets.

SECTION 13.27 Replacement. If in the City of Newton's judgment, carts are damaged or destroyed by WMMA's personnel, WMMA shall at its expense promptly replace the damaged or destroyed cart with a similar cart.

SECTION 13.28 Cart Maintenance. WMMA shall replace and/or repair carts at curbside for the City of Newton using carts and parts (wheels, axles, lids, lift bars, etc.) procured at WMMA's expense, in a

timely manner, no later than two weeks from when the damaged cart repair request was received from the resident.

At its own expense and utilizing its own personnel, WMMA shall be responsible for the following:

- (a) **Managing the inventory of all solid waste and recycling carts and parts used in conjunction with the services specified under this agreement:** Satisfactory management of this inventory shall require WMMA to place orders with the cart manufacturer, with sufficient lead-time, excepting unusual operating circumstances, as to avoid depletion of 35 and 64-gallon carts. Unusual operating circumstances include, but are not limited to, unanticipated delays in the manufacturing and/or transportation process and large unanticipated delivery orders made by the City. The City has designated a specific area at the Resource Recovery Center for the storage and management of carts and parts. WMMA shall be responsible for the orderly management of this area. WMMA staff will breakdown and store carts in such a manner that they will be ready for removal. WMMA shall notify the City when scrap carts are ready for removal and the City shall accordingly be responsible for removal arrangements of said scrap. The City agrees to support WMMA with equipment and personnel in the loading of outgoing scrap-carts and unloading of incoming replenishment inventory. Any rebates resulting from scrap carts shall be applied to the purchase of replacement carts and/or parts. WMMA shall also be responsible for ordering 96-gallon carts on an as-needed basis; the City acknowledges and accepts that the 96-gallon inventory may be depleted at times. WMMA agrees to procure any combination of replacement carts up to a total of 1,750 replacement carts per year. Any carts required beyond 1750 per year will be procured at the City's expense. The City agrees to support WMMA in the pursuit of any warranties associated with City owned carts.
- (b) **Completing all cart related service requests:** WMMA will complete all cart deliveries, removals, swaps and repairs requested by the City no later than two weeks from the time of request.

SECTION 13.29 Property. Any damage to public property by WMMA's personnel during Residential Collection and Haul shall be promptly repaired or paid for by WMMA, or may be repaired by the City of Newton and the cost thereof deducted from any monthly payment due WMMA under the terms of this Agreement.

SECTION 13.30 Weighing Tonnages. If the disposal by WMMA of the City of Newton's waste is terminated for any reason, the weighing of waste tonnage collected and hauled by WMMA shall be undertaken by WMMA in a manner equivalent and consistent with the provisions of Section 13.22 herein, provided that WMMA must separately weigh and tabulate (1) waste collected at curbside, (2) City Acceptable Waste, with the exception of dumpsters collected at schools, condominiums and municipal facilities and (3) Single Stream Recycling.

SECTION 13.31 Waste and Recycling Equipment at Resource Recovery Center. The City shall provide, at its cost, up to two compactors and necessary power source. WMMA will provide the associated receiver boxes for the City-owned compactors at 115 Rumford Avenue. City shall pay for the operation of such equipment, including any power required to operate the equipment, shall maintain the site and shall pay for the maintenance of all equipment owned by the City. Additionally, WMMA shall rent one compactor to the City, for the monthly fee specified in Exhibit 1, to be used for the purposes of cardboard recycling. WMMA shall cover the costs (parts and labor) of repairs as well as provide preventative maintenance services for the equipment rented to the City.

SECTION 13.32 Liquidated Damages. In addition to its rights under Article IX, Newton shall be entitled to assess liquidated damages against WMMA for its failure to perform the following specified obligations for Residential Collection and Haul and disposal of Newton's Acceptable Waste. WMMA acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Newton in the event WMMA defaults on any of the following specified obligations.

Newton shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to WMMA as a credit or set-off of such amount, provided the City notifies WMMA of the specific assessment in advance of deduction. Newton's failure to assess liquidated damages shall not constitute a waiver of its rights to hold WMMA in default nor does Newton waive its right to claim and collect damages for the WMMA's default on any of its obligations for Residential Collection and Haul and disposal by reason of Newton's failure to provide a liquidated damage hereunder for such default.

- | | |
|---|---|
| 1. Failure to sticker for non-conformance | \$25.00 per occurrence |
| 2. Failure to immediately pick up waste spilled during Collection at curbside | \$100.00 per occurrence |
| 3. Failure to promptly pick up waste spilled during haul in Newton or outside the City boundaries of Newton if Newton receives a complaint of such spill | \$100.00 per occurrence |
| 4. Failure to place waste barrels/receptacles in upright position at approximately the same location upon emptying | \$50.00 per occurrence |
| 5. Following notice of complaint, failure to collect Acceptable Waste from a specific location on the same day as complaint is registered or by 9 AM the following day if so authorized by the Commissioner of Public Works | \$50.00 per occurrence |
| 6. Failure to collect Acceptable Waste from 5 or more adjoining locations on the same day as a regular Collection route or by 9 AM the following day if so authorized by the Commissioner of Public Works | \$300.00 per occurrence |
| 7. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from Newton | \$500.00 per occurrence |
| 8. Failure to finish any single Collection route by 5 PM | \$500.00 per day without prior notice to the City |
| 9. Failure to notify the Commissioner of Public Works prior to the departure of the last Collection vehicle from Newton, of the time the daily Collection Routes were completed | \$100.00 per day |
| 10. Use of unmarked or uninspected Collection vehicles | \$300.00 per occurrence |
| 11. Use of Collection vehicle marked "City of Newton" for the collection and/or haul of waste other than under the provisions of this Agreement [using vehicle outside Newton w/out covering Newton sign] | \$2,500.00 per occurrence |
| 12. Failure to clean vehicle or conveyances as provided herein | \$100.00 per occurrence |
| 13. Knowingly Disposing of Waste Ban Items in with trash | \$1,000.00 per occurrence |
| 14. Failure to increase number of trucks as provided in Section 13.09 | \$2,000 per day per truck |
| 15. Beginning trash and recycling collections before 7:00 AM | \$1,000 per occurrence per vehicle, per route |

SECTION 13.33 Obligation to Assist WMMA. WMMA shall be responsible for the proper disposal of all Acceptable Waste loaded into its vehicles or otherwise collected by it in Newton, with payment by Newton as provided in Article VII. Upon request from WMMA, Newton shall use its best efforts to assist WMMA in determining the location or generator of any waste collected which fails to conform to the definition of Acceptable Waste. Newton further agrees that it will suspend WMMA's obligation to collect Acceptable Waste from such specifically identified locations until such time as only Acceptable Waste is placed for collection at such location.

ARTICLE XIV

Applicable Law

SECTION 14.01 Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE XV

Severability

SECTION 15.01 Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement 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 Agreement.

ARTICLE XVI

Headings

SECTION 16.01 Headings. The Headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

ARTICLE XVII

Liability of Parties

SECTION 17.01 Liabilities of Parties. WMMA and the City of Newton shall each be independently responsible and liable for the maintenance and operation of their respective properties and fulfillment of their respective obligations.

ARTICLE XVIII

Annual Appropriations

SECTION 18.01 Annual Appropriations. This Agreement is subject to annual appropriation by the Newton City Council and may be terminated by the City of Newton at any time in the event that funds are not appropriated.

ARTICLE XIX

Separate Agreement

SECTION 19.01 Separate Agreement The obligations of the parties herein under are separate and independent of any obligations of the parties under contracts other than this Agreement which are or may exist.

ARTICLE XX

Entire and Complete Agreement

SECTION 20.01 Entire and Complete Contract. This Agreement along with any schedules and/or attachments attached and incorporated by reference herein, constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings.

ARTICLE XXI

Performance Bond

SECTION 21.01 Performance Bond. WMMA shall annually provide the City of Newton for the term of this Agreement a performance bond securing its satisfactory performance of its obligations under this Agreement. Such bond shall first be submitted to Newton not later than ten (10) days after execution of this Agreement by WMMA, and annually thereafter thirty (30) days prior to July 1 of that year. The performance bond shall be issued by a surety licensed or authorized to issue insurance in the Commonwealth of Massachusetts. This bond shall be in the form acceptable to the City of Newton. The penal amount of the bond shall be 50 percent of the actual annual amount of the contract. Failure to provide performance bond requirements shall be cause to terminate this Contract. See Exhibit 4.

ARTICLE XXII

Laws and Regulations

SECTION 22.01 Laws and Regulations. WMMA shall comply at all times in the performance of this Agreement with all applicable federal, state and municipal laws and regulations. WMMA shall keep fully informed of all state and federal laws, municipal ordinances and regulations and any other matter affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work and of all such orders and decrees or bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications of the Agreement for this work in relation to such law, ordinances, regulation, order or decree, WMMA shall forthwith report the same to the City of Newton in writing. WMMA shall at all times observe and comply with, and shall cause all his/her agents and employees to observe and comply with all such existent and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and the City Council and their officers and agents against any claim of liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by WMMA or its employees.

ARTICLE XXIII

Change in Law, Costs, Payment

SECTION 23.01 Change in Law Costs. "Change in Law Costs" means for any period and for any Change in Law, other than a Change in Foreign Law, the amount, if any, of the increased operating and/or capital cost pertaining to the collection and haul of Acceptable Waste and attributable to services rendered by WMMA under this Agreement, including any amounts resulting from increases in the amount of any tax payable by or on behalf of WMMA with respect to the collection and haul of Acceptable Waste. For purposes of this section, the Change in Law costs pertaining to capital costs shall be recovered under generally accepted accounting principles and shall be allocable evenly over the remaining life of this Agreement or the generally accepted life of the capital investment, whichever is greater.

SECTION 23.02 Payment. For each Change in Law that causes WMMA to sustain a Change in Law Cost, WMMA shall inform the City of Newton of the nature and cause of the Change in Law, as well as the Change in Law Cost incurred or to be incurred by WMMA and shall supply the City of Newton with such reasonable financial information as requested by the City regarding the Change in Law Costs. Thereafter, the City of Newton shall pay WMMA the Change in Law Cost reasonably incurred, such payment to be invoiced on the monthly statement and to be paid monthly in accordance with the provisions in this section. The Change in Law costs shall not be added to the Collection Fee nor adjusted by the CPI. If a Change in Law Cost is expected to be incurred beginning at a point in time after the commencement of any Service Year, WMMA shall be entitled to receive such cost only at or after the point in time at which such cost is actually incurred.

SECTION 23.03 Change in Foreign Law. If a Change in Foreign Law causes WMMA to sustain increased operating and/or capital cost pertaining to the collection and haul of Acceptable Waste and attributable to services rendered by WMMA under this Agreement, including any amounts resulting from increases in the amount of any tax payable by or on behalf of WMMA with respect to the collection and haul of Acceptable Waste, WMMA shall supply the City of Newton with such reasonable financial information as requested by the City of Newton regarding such costs. Thereafter, the City of Newton and WMMA shall negotiate in good faith an amendment to the pricing for the payments under this Agreement to reasonably address the increased costs to WMMA.

ARTICLE XXIV

Sales Tax Exemption

SECTION 24.01 Sales Tax Exemption. The City of Newton is exempt from state sales tax under Chapter 14 of the acts of 1966 and all amendments thereto.

ARTICLE XXV

Prevailing Wage Rates

SECTION 25.01 Prevailing Wage Rates WMMA shall pay the prescribed rates of wages as determined by the Commonwealth of Massachusetts pursuant to Massachusetts General Laws Chapter 149, Section 27F to all employees providing services under this Agreement covered by such wage rates. Rate schedules as of the date of this Agreement are attached as Exhibit 3.

WMMA further agrees to comply with the provisions of Chapter 149, Section 34 of the General Laws as amended.

WMMA has based its costs on the prevailing wage rates issued by the Massachusetts Department of Labor at the time this Agreement was being negotiated. If the State issues prevailing wage rates applicable to the work specified in this Agreement that exceed the rates set forth in the table below, and if WMMA is statutorily obligated to pay to its employees such increased rates for performing services under this Agreement, WMMA shall charge the City \$1,623.33 per month for every \$0.10 the newly issued rates exceed the following:

Prevailing Wage Rates	
Date Range	Trash/Recycle Laborer/Driver Rate
7/1/20 - 6/30/21	\$42.81
7/1/21 - 6/30/22	\$44.06
7/1/22 - 6/30/23	\$45.56

7/1/23 - 6/30/24	\$47.06
7/1/24 - 6/30/25	\$47.06

ARTICLE XXVI

Indemnity

SECTION 26.01 WMMA agrees that it is responsible, as an independent contractor, for all operations under this Agreement and for all acts of its employees and agents hereunder, and agrees that it will fully indemnify and hold harmless the City and its officers, and employees from any loss, damage, cost, charge, expense and claim, including reasonable attorneys’ fees, which may be made against it or them, or to which they may be subject to the extent caused by the negligent or willful act or omission on the part of the WMMA or its agents or employees. In no event whether in contract, tort or otherwise, shall either party be liable to the other for any incidental, consequential, special, indirect or punitive damages.

ARTICLE XXVII

Notices

SECTION 27.01 Notices. Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made shall be in writing except as otherwise explicitly provided herein and shall be deemed given when delivered by hand, deposited with an overnight courier service or mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Newton:	City of Newton, Law Department 1000
Commissioner of Public Works	Commonwealth Avenue
City of Newton	Newton, MA 02459
1000 Commonwealth Avenue	
Newton, MA 02459	

With a copy to:

City Solicitor

If to WMMA:

James Nocella

Waste Management of Massachusetts, Inc.

Public Sector Services Manager

26 Patriot Place

Foxborough, Ma 02035

With a copy to:

General Counsel

Waste Management of Massachusetts, Inc.

4 Liberty Lane West

Hampton, NH 03842

ARTICLE XXVIII

Education and Program Assistance

SECTION 28.01 Education. WMMA agrees to provide the City with educational assistance for its public education programs up to \$10,000 per year.

SECTION 28.02 Scholarship. WMMA agrees to provide four (4) one-thousand dollar (\$1,000) annual scholarships to students graduating from Newton high schools in June and starting college programs in September of any year.

SECTION 28.03 Program Assistance – HHW Collection. WMMA agrees to assist Newton with Household Hazardous Waste Collection Program costs up to five thousand dollars (\$5,000) annually.

SECTION 28.04 Program Assistance – Sharps Collection. WMMA agrees to assist Newton with the Sharps Collection Program costs up to three thousand dollars (\$3,000) annually.

SECTION 28.04 Program Assistance. As provided in Section 13.08, WMMA shall reimburse City for 50% of the cost of non-compliance stickers, not to exceed \$3500 per year.

All funding requests pursuant to Article XXVIII shall be in writing from City to Contractor in amounts and for programs specifically contained in this section. No unused amounts shall carry forward from year to year unless specifically agreed upon by both parties.

ARTICLE XXIX

FUTURE PROGRAM PROVISIONS

The City and WMMA agree that during the contract negotiations for this current FY21 through FY25 contract, commencing on July 1, 2020 and ending on June 30, 2025, there were several separate and distinct discussions as described under Sections 29.01 through 29.05 below.

SECTION 29.01 "Special Permit Units". The City currently does not provide trash or recycling collection services to these units. The City and WMMA agree that during the Term of this Agreement, the City may decide to provide services to these sites. The City and WMMA agree that, if that decision is made by the City, the City will notify WMMA and the City and WMMA will negotiate, within a reasonable and agreeable time frame, the operational and cost parameters of these collections.

SECTION 29.02 Standardizing current multi-unit trash and recycling to ordinances and program requirements. The City has identified units in the City that do not comply with the proper trash and recycling standards required under this Agreement. In all instances, these units have insufficient recycling capacity. It is the City's intent to standardize these units for the proper volume and tonnage capacity that meets the ordinance and program standards. The City and WMMA agree that the City will notify these units to come into compliance and work with WMMA on the details of the operational changes within a reasonable and agreeable time frame.

SECTION 29.03 Organics Collection. The City has discussed the possibility of undertaking an organic collections program on a City-wide basis. If the City decides to pursue such an organics collection program, such program and related services are not part of or covered by this Agreement.

SECTION 29.04 Real time "not out" and sticker notification for Curbside Collection. In order to reduce what residents call in as "missed collections", which may be due to carts not out, carts out late or carts not to program specifications, there were discussions about the drivers reporting "real time" information to Customer Service. The City and WMMA, at a future date, may pursue this discussion to

implement technological solutions to aid in developing a "real time" information delivery system. The City recognizes the additional costs associated with such a system and would be willing to negotiate with WMMA in a reasonable timeframe and cost adjustment prior to implementation.

SECTION 29.05 "Dumpster Cameras" WMMA and the City agree to explore technological solutions, including cameras placed inside dumpsters, which could help monitor solid waste and recycling levels with the idea of "right sizing" dumpster size and service frequency as well as helping to reduce contaminants. The City recognizes the additional costs associated with such a system and would be willing to negotiate with WMMA a mutually agreeable arrangement.

ARTICLE XXX

Reporting

Section 30.01 Fuel Reports. Upon request, WMMA shall provide the City with a report of fuel usage and mileage pertaining to the vehicles assigned to the performance of this agreement.

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

CITY OF NEWTON

CONTRACTOR

By [Signature]
Title: *Commissioner of Public Works*
Date: 6/16/2020

By [Signature]
Title: *Christopher DeSantis, President*
Date: JUN 9, 2020

Approved as to legal form and character

Andrew Lee ^(R)
Assistant City Solicitor
Date: June 26, 2020



Contract and Bonds Approved

[Signature]
Title: *Mayor*
Date: 6/29/20

City funds are available in the amount of

In account number

Account Number	Amount
0140133-529200	\$ 3,045,268.00
0140133-529202	\$ 1,272,393.00
0140133-529203	\$ 438,230.16
0140133-529204	\$ 199,029.89
0140133-529205	\$ 65,368.22
0140133-529206	\$ 176,400.00
0140133-529220	\$ 2,847,707.00
Total	\$ 8,044,396.27
	<i>7,999,396.27</i>

I further certify that the Mayor is authorized to execute contracts and approve change orders

[Signature]
Comptroller of Accounts
Date: 6/26/20

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Assistant Secretary of:

Waste Management of Massachusetts, Inc. _____ corporation; and that
(insert *name of corporation*)

2. Christopher DeSantis _____ is the duly elected
(insert *name of officer who signed contract*)

President _____ of said corporation; and that
(insert *title of officer*)

3. on June 8, 2020 _____ at a duly authorized meeting of the Board of
(insert *date of meeting*)*

Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

Christopher DeSantis, President _____ of this corporation
(insert *name and title of officer*) (NOTE: Should be same as No. 2 above)

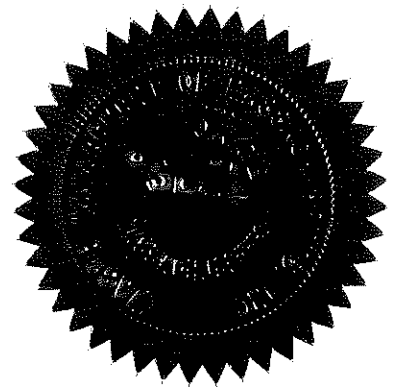
be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Signature of Assistant Secretary)

Name: Gail M. Lynch, Assistant Secretary _____
(Please print or type name of Clerk/Secretary)

DATE: June 9, 2020 _____
(insert *date Certificate signed by Clerk or Secretary*)**



*This date must be *on or before* the date that the corporate officer signs the contract.

**This date must be *on or after* the date that the corporate officer signs the contract.

CERTIFICATE OF TAX COMPLIANCE

Pursuant to G.L. c. 62C, § 49A, the undersigned, certifies under the penalties of perjury that, to the best of the knowledge and belief of the undersigned, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*



**Signature of Individual
or Corporate Contractor (Mandatory)

04-2535063

*** Contractor's Social Security Number
(Voluntary) or Federal Identification
Number

By: Christopher DeSantis - President
Corporate Officer
(Mandatory, if applicable)

Date: 6/17/2020

- * The provision in the Attestation relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- *** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



EXHIBIT 1 - Pricing

Curbside Services						
	FY21	FY22	FY23	FY24	FY25	
Solid Waste Collection & Haul	\$ 3,185,268	\$ 3,416,244	\$ 3,621,216	\$ 3,838,488	\$ 4,068,804	
Credit for Fee-Based Bulk Item Program	\$ (140,000)	\$ (148,400)	\$ (157,304)	\$ (166,742)	\$ (176,747)	
Recycling Collection & Haul	\$ 2,053,222	\$ 2,176,415	\$ 2,307,000	\$ 2,445,420	\$ 2,592,145	
Yard Waste collection (38 wks) + 3 Tree wks	\$ 1,272,393	\$ 1,348,737	\$ 1,429,661	\$ 1,515,440	\$ 1,606,367	
Cart Maintenance Services	\$ 176,400	\$ 186,984	\$ 198,203	\$ 210,095	\$ 222,701	
Routing and Mapping Adjustment	\$ 15,000	\$ 15,900	\$ 16,854	\$ 17,865	\$ 18,937	
Dumpster Services						
School Dumpster Collection Cost - MSW	\$ 244,867	\$ 259,559	\$ 275,133	\$ 291,641	\$ 309,139	
Municipal Dumpster Collection Cost - MSW	\$ 39,657	\$ 42,036	\$ 44,558	\$ 47,232	\$ 50,066	
Residential Dumpster Collection Cost - MSW	\$ 188,171	\$ 199,461	\$ 211,428	\$ 224,114	\$ 237,561	
School Dumpster Collection Cost - REC	\$ 98,423	\$ 104,328	\$ 110,588	\$ 117,223	\$ 124,257	
Municipal Dumpster Collection Cost - REC	\$ 43,763	\$ 46,389	\$ 49,172	\$ 52,122	\$ 55,250	
Residential Dumpster Collection Cost - REC	\$ 11,446	\$ 12,133	\$ 12,861	\$ 13,633	\$ 14,451	

Rolloff Services										
42yd MSW Compactor Haul Rate	\$	410	\$	434.60	\$	460.68	\$	488.32	\$	517.62
30yd Invasive Plants Haul Rate	\$	410	\$	434.60	\$	460.68	\$	488.32	\$	517.62
42yd OCC Compactor Haul Rate	\$	336	\$	356	\$	378	\$	400	\$	424
OCC Compactor Monthly Rental Rate	\$390 per Month		\$390 per Month		\$390 per Month		\$390 per Month		\$390 per Month	
30yd Rigid Plastic Dumpster Haul Rate	\$	336	\$	356	\$	378	\$	400	\$	424
Rigid Plastics Processing per Ton	\$	80	\$	81	\$	82	\$	83	\$	84
30yd C&D Container Haul Rate	\$	336	\$	356	\$	378	\$	400	\$	424
30yd C&D Price per Ton	\$	115	\$	127	\$	128	\$	129	\$	130
Recycling Processing Services*										
Single Stream Processing Fee*	\$	89.00	\$	93.45	\$	98.12	\$	103.03	\$	108.18
Cardboard rebate / charge will be based on the published PPW OCC#11 Index (high side) minus \$50 per ton and will adjust monthly.										
Additional Services										
Locking Dumpster Upgrade Fee		\$150		\$159		\$169		\$179		\$189
Additional Contamination Audit Fee		\$825		\$875		\$927		\$983		\$1,042
Additional Week of Yard Waste Collection		\$31,000		\$32,860		\$34,832		\$36,921		\$39,137

* Please note: the Processing Fee represents the cost to process recyclable material not necessarily the actual cost to the city. The actual cost will be determined by subtracting the value of the recyclable materials (calculated monthly) from the Processing Fee shown above.

Extra Pickup Rates					
	FY21	FY22	FY23	FY24	FY25
Solid Waste Dumpsters					
2YD MSW	\$17.96	\$19.04	\$20.18	\$21.39	\$22.67
4YD MSW	\$31.83	\$33.74	\$35.76	\$37.91	\$40.18
6YD MSW	\$43.42	\$46.03	\$48.79	\$51.71	\$54.82
8YD MSW	\$57.89	\$61.36	\$65.05	\$68.95	\$73.08
10YD MSW	\$65.12	\$69.03	\$73.17	\$77.56	\$82.21
Recycling Dumpsters					
2YD Recycling	\$15.56	\$16.49	\$17.48	\$18.53	\$19.64
4YD Recycling	\$31.11	\$32.98	\$34.96	\$37.05	\$39.28
6YD Recycling	\$43.39	\$45.99	\$48.75	\$51.68	\$54.78
8YD Recycling	\$57.35	\$60.79	\$64.44	\$68.30	\$72.40
10YD Recycling	\$64.73	\$68.61	\$72.73	\$77.09	\$81.72
Contaminated Recycling					
Collected as Recycling	\$12 Per Yard	\$13 Per Yard	\$14 Per Yard	\$15 Per Yard	\$16 Per Yard
Collected as Solid Waste	See Solid Waste Dumpster Extra Pickup Rate Above				

Per Item Pricing					
	FY21	FY22	FY23	FY24	FY25
Curbside Bulk Item Collection	\$20 Per Item	\$21 Per Item	\$22 Per Item	\$24 Per Item	\$25 Per Item
Curbside Collection of White Goods, Televisions, CRTs & Rigid Plastics	\$25 Per item	\$27 Per Item	\$28 Per Item	\$30 Per Item	\$32 Per Item

Option for Compactor Rental at High Schools (if exercised)					
	FY21	FY22	FY23	FY24	FY25
Compactor Rental at High Schools	\$390 Per Month	\$390 Per Month	\$390 Per Month	\$390 Per Month	\$390 Per Month

Exhibit 2 - Dumpster Services - Locations and Rates

SOLID WASTE DUMPSTERS - SCHOOLS															
NAME	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK	Rate / PU	Rate/Mo	Annual	
Angier School	1697 Beacon St	1			1			10	1	2	20	\$ 65.12	\$ 563.97	\$ 6,767.62	
Aquinas School	15 Walnut Park				1			8	1	1	8	\$ 57.89	\$ 250.65	\$ 3,007.83	
Bigelow Middle	42 Vernon St	1	1	1	1	1		8	1	5	40	\$ 57.89	\$ 1,253.26	\$ 15,039.15	
Bowen School	280 Cypress St	1		1				8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Burr School	171 Pine St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Cabot School	229 Cabot St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Chas Brown Jr	125 Meadowbrook Rd	1	1	1	1	1		8	1	5	40	\$ 57.89	\$ 1,253.26	\$ 15,039.15	
Countryside	191 Dedham St		1			1		8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Education Center	100 Walnut St	1		1		1		8	1	3	24	\$ 57.89	\$ 751.96	\$ 9,023.49	
FA Day Jr High	21 Minot Pl	1	1	1	1	1		8	1	5	40	\$ 57.89	\$ 1,253.26	\$ 15,039.15	
Franklin	125 Derby St	1		1		1		8	1	3	24	\$ 57.89	\$ 751.96	\$ 9,023.49	
Horace Mann (new)	225 Nevada St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Horace Mann (former)	687 Watertown St	1			1			10	1	2	20	\$ 65.12	\$ 563.97	\$ 6,767.62	
Lincoln Elliot	191 Pearl St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Mason Rice	144 Pleasant St		1			1		8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Memorial Spaulding	250 Brookline St		1			1		8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
North High School	457 Walnut St	2	2	2	2	2		10	2	5	100	\$ 65.12	\$ 2,819.84	\$ 33,838.08	
North High School	457 Walnut St					1		2	1	1	2	\$ 17.96	\$ 77.76	\$ 933.13	
Oak Hill High School	130 Wheeler Rd	1	1	1	1	1		8	1	5	40	\$ 57.89	\$ 1,253.26	\$ 15,039.15	
Peirce	170 Temple St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
South High School	140 Brandeis Rd	2	2	2	2	2		10	2	5	100	\$ 65.12	\$ 2,819.84	\$ 33,838.08	
South High School	140 Brandeis Rd						1	4	1	2	8	\$ 31.83	\$ 275.64	\$ 3,307.70	
Underwood School	101 Vernon St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Ward School	10 Dolphin Rd	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Williams School	141 Grove St	1			1			8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Zervas School	30 Beethoven Ave		1			1		8	1	2	16	\$ 57.89	\$ 501.30	\$ 6,015.66	
Total													\$ 20,405.60	\$ 244,867.17	

In addition to the schedule of services set forth above, there shall be one (1) additional collection at each school building at the end of the school year, in June. These collections will be allowed at no additional cost.

SOLID WASTE DUMPSTERS - MUNICIPAL LOCATIONS															
NAME	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK	Rate / PU	Rate/Mo	Annual	
City Hall	1000 Commonwealth Ave	1		1		1		10	1	3	30	\$ 65.12	\$ 845.95	\$ 10,151.42	
Crafts Street Yard	90 Crafts Street				1			8	1	1	8	\$ 57.89	\$ 250.65	\$ 3,007.83	
Fire Station 7	144 Elliot St		1					2	1	1	2	\$ 17.96	\$ 77.76	\$ 933.13	
Library	330 Homer Street	1	1	1	1	1		4	1	5	20	\$ 31.83	\$ 689.10	\$ 8,269.26	
Police Hdq	1321 Washington St	1		1		1		8	1	3	24	\$ 57.89	\$ 751.96	\$ 9,023.49	
Police Station	25 Chestnut St				1			8	1	0.5	8	\$ 57.89	\$ 125.33	\$ 1,503.91	
Public Works	52 Elliot St		1		1			10	1	2	20	\$ 65.12	\$ 563.97	\$ 6,767.62	
Total													\$ 3,304.72	\$ 39,656.66	

SOLID WASTE DUMPSTERS - RESIDENTIAL LOCATIONS

NAME	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK	Rate / PU	Rate/Mo	Annual
Adams Street Apts	175 Adams St		1					8	1	1	8	\$ 57.89	\$ 250.65	\$ 3,007.83
Blithedale St Apts	29 Blithedale St		1					6	1	1	6	\$ 43.42	\$ 187.99	\$ 2,255.87
Cappasso Apts	180 Church St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	151 Concord St	1						10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	89 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	125 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	145 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	155 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	163 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	181 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Cappasso Apts	199 Lexington St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Centenary Village	234 Central St	1						10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Chatham Townhse	2247 Commonwealth Ave	1						10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Comm Ave Apts	2300 Commonwealth Ave	3						10	3	1	30	\$ 65.12	\$ 845.95	\$ 10,151.42
Comm Ave Apts	2350 Commonwealth Ave	3						10	3	1	30	\$ 65.12	\$ 845.95	\$ 10,151.42
Cottage Court Apts	12 Cottage Ct		1					6	1	1	6	\$ 43.42	\$ 187.99	\$ 2,255.87
Curtis Arms Apts	136 North St		2		2			10	2	2	40	\$ 65.12	\$ 1,127.94	\$ 13,535.23
Echo Ridge	60-80 Thurston Rd		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Farwell Street	55 Farwell St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Hamilton HSG	545 Grove St	1						10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Horace Mann Housing	16 Brookside Ave				1			10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Horace Mann Housing	21-35 Walker St				1			10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Imperial Condos	280 Boylston St			1				10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
JFK Housing	83 Kennedy Dr				2			10	2	1	20	\$ 65.12	\$ 563.97	\$ 6,767.62
MT Ida Apts	290 Centre St		1					6	1	1	6	\$ 43.42	\$ 187.99	\$ 2,255.87
NCDF Housing	27 Hamlet St		3					10	3	1	30	\$ 65.12	\$ 845.95	\$ 10,151.42
New Hyde HSG	82 Lincoln St				1			10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Nonantum Village	239 Watertown St	2						10	2	1	20	\$ 65.12	\$ 563.97	\$ 6,767.62
Park St. Apts	40-46 Park St		1					10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Parker House	21 Parker St			1				10	1	1	10	\$ 65.12	\$ 281.98	\$ 3,383.81
Peabody Condos	30 Ober Rd		1					8	1	1	8	\$ 57.89	\$ 250.65	\$ 3,007.83
Private Apts	101 Walker St		1					2	1	1	2	\$ 17.96	\$ 77.76	\$ 933.13
Saco Street Apts	Sweet Street - off Oak St		1			1		10	1	2	20	\$ 65.12	\$ 563.97	\$ 6,767.62
Sawmill Brook	655 Sawmill Brook Pkwy		1					8	1	1	8	\$ 57.89	\$ 250.65	\$ 3,007.83
St. James Units	22 St. James St		1					6	1	1	6	\$ 43.42	\$ 187.99	\$ 2,255.87
Taglienti Apts	410 Langley Rd			1				6	1	1	6	\$ 43.42	\$ 187.99	\$ 2,255.87
Taglienti Apts	33 Paul St		2					10	2	1	20	\$ 65.12	\$ 563.97	\$ 6,767.62
Woodland Park	264 Grove St		7					10	7	1	70	\$ 65.12	\$ 1,973.89	\$ 23,686.66
Zigarelli Apts	392 Langley Rd		2					6	2	1	12	\$ 43.42	\$ 375.98	\$ 4,511.74
Total													\$ 15,680.88	\$ 188,170.50

RECYCLING DUMPSTERS - SCHOOLS

NAME	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK	Rate / PU	Rate/Mo	Annual
Angier School	1697 Beacon St			1				10	1	1	10	\$ 64.73	\$ 280.26	\$ 3,363.18
Aquinas School	15 Walnut Park			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Bigelow Middle	42 Vernon St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Bowen School	280 Cypress St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Burr School	171 Pine St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Cabot School	229 Cabot St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Chas Brown Jr	125 Meadowbrook Rd	1			1			8	1	2	16	\$ 57.35	\$ 496.65	\$ 5,959.78
Countryside	191 Dedham St	1			1			8	1	2	16	\$ 57.35	\$ 496.65	\$ 5,959.78
Education Center	100 Walnut St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
FA Day Jr High	21 Minot Pl	1			1			8	1	2	16	\$ 57.35	\$ 496.65	\$ 5,959.78
Franklin	125 Derby St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Horace Mann (new)	225 Nevada St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Horace Mann (former)	687 Watertown St	1			1			10	1	2	20	\$ 64.73	\$ 560.53	\$ 6,726.35
Lincoln Elliot	191 Pearl St	1			1			8	1	2	16	\$ 57.35	\$ 496.65	\$ 5,959.78
Mason Rice	144 Pleasant St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Memorial Spaulding	250 Brookline St			1				10	1	1	10	\$ 64.73	\$ 280.26	\$ 3,363.18
North High School	457 Walnut St			2				10	2	1	20	\$ 64.73	\$ 560.53	\$ 6,726.35
North High School	457 Walnut St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Oak Hill High School	130 Wheeler Rd			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Peirce	170 Temple St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
South High School	140 Brandeis Rd			2				10	2	1	20	\$ 64.73	\$ 560.53	\$ 6,726.35
Underwood School	101 Vernon St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Ward School	10 Dolphin Rd			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Williams School	141 Grove St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Zervas School	30 Beethoven Ave			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Total													\$ 8,201.90	\$ 98,422.81

In addition to the schedule of services set forth above, there shall be one (1) additional collection at each school building at the end of the school year, in June and, before the beginning of the school year, in August. These additional collections will be allowed at no additional cost.

RECYCLING DUMPSTERS - MUNICIPAL LOCATIONS

NAME	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK	Rate / PU	Rate/Mo	Annual
City Hall	1000 Commonwealth Ave	1			1			10	1	2	20	\$ 64.73	\$ 560.53	\$ 6,726.35
Crafts Street Yard	90 Crafts St			1				8	1	1	9	\$ 57.35	\$ 248.32	\$ 2,979.89
Main Library	330 Homer St			1				10	1	1	10	\$ 64.73	\$ 280.26	\$ 3,363.18
Resource Recovery Ctr	115 Rumford Ave					4		10	4	1	40	\$ 64.73	\$ 1,121.06	\$ 13,452.70
Resource Recovery Ctr	115 Rumford Ave			2				10	2	1	20	\$ 64.73	\$ 560.53	\$ 6,726.35
Police Hdq	1321 Washington St			1				8	1	1	8	\$ 57.35	\$ 248.32	\$ 2,979.89
Police Station	25 Chestnut St			1				2	1	1	2	\$ 15.56	\$ 67.36	\$ 808.31
Public Works	52 Elliot St			2				10	2	1	20	\$ 64.73	\$ 560.53	\$ 6,726.35
Total													\$ 3,646.92	\$ 43,763.03

RECYCLING DUMPSTERS - RESIDENTIAL LOCATIONS

NAME	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK	Rate / PU	Rate/Mo	Annual
Capasso Apts	180 Church St			1				2	1	1	2	\$ 15.56	\$ 67.36	\$ 808.31
Capasso Apts	151 Concord St			1				2	1	1	2	\$ 15.56	\$ 67.36	\$ 808.31
Curtis Arms Apts	136 North St	1						10	1	1	10	\$ 64.73	\$ 280.26	\$ 3,363.18
Farwell St Apts	55 Farwell St		1					4	1	1	4	\$ 31.11	\$ 134.72	\$ 1,616.62
Houghton Village	37 Hamlet St				1			2	2	1	4	\$ 15.56	\$ 134.72	\$ 1,616.62
NCDF Housing	27 Hamlet St	1			1			2	2	2	8	\$ 15.56	\$ 269.44	\$ 3,233.24
St. James Units	22 St. James St			1				4	1	1	4	\$ 31.11	\$ 134.72	\$ 1,616.62
Total													\$ 953.86	\$ 11,446.27

RECYCLING CART LOCATIONS - SCHOOLS											
SCHOOLS	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK
Bigelow Middle	42 Vernon St				X			0.5	2	1	1
Bowen School	280 Cypress St			X				0.5	2	1	1
Burr School	171 Pine St	X						0.5	2	1	1
Cabot	229 Cabot St				X			0.5	2	1	1
Carr School	225 Nevada St					X		0.5	2	1	1
Chas Brown Jr	125 Meadowbrook Rd			X				0.5	2	1	1
Countryside	191 Dedham St			X				0.5	2	1	1
Education Center	100 Walnut St					X		0.5	2	1	1
FA Day Jr High	21 Minot Pl					X		0.5	2	1	1
Franklin	125 Derby St	X						0.5	2	1	1
Horace Mann School	687 Watertown St					X		0.5	2	1	1
Lincoln Elliot	191 Pearl St				X			0.5	2	1	1
Mason Rice	149 Pleasant St					X		0.5	2	1	1
Memorial Spaulding	250 Brookline St			X				0.5	2	1	1
North High School	457 Walnut St					X		0.5	2	1	1
Oak Hill High School	130 Wheeler Rd			X				0.5	2	1	1
Peirce	170 Temple St	X						0.5	2	1	1
South High School	140 Brandeis Rd	X						0.5	15	1	7.5
South High School	140 Brandeis Rd			X				0.5	2	1	1
Underwood School	101 Vernon St				X			0.5	2	1	1
Ward School	10 Dolphin Rd				X			0.5	2	1	1
Williams School	141 Grove St	X						0.5	2	1	1
Zervas School	30 Beethoven Ave		X					0.5	2	1	1

Recycling Cart Locations - Municipal Buildings											
Location	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK
City Hall	1 Homer St	X						0.5	2	1	1
City of Newton	21-35 Walker St					X		0.5	2	1	1
City of Newton	16 Brookside St							0.5	4	1	2
City of Newton	101 Walker St							0.5	7	1	3.5
City of Newton	1000 Walnut St										
DPW	110 Crafts St					X		0.5	9	1	4.5
Fire Station 1	241 Church St			X				0.5	8	1	4
Fire Station 2	1750 Commonwealth Ave			X				0.5	4	1	2
Fire Station 3	31 Willow St			X				0.5	4	1	2
Fire Station 7	144 Elliot Street		X					0.5	4	1	2
Library BLDG	144 Bridge St					X		0.5	2	1	1
Police Hdq	1321 Washington St	X						0.5	2	1	1
Public Works	52 Elliot Street		X					0.5	2	1	1
Rumford Ave Yard	105 Rumford Ave	X		X		X		0.5	2	3	3

Recycling Cart Locations - Residential Buildings

Location	ADDRESS	M	T	W	TH	F	S	SIZE	QTY	FREQ	YDS/WK
Adams Street Apts	175 Adams St					X		0.5	2	1	1
Blithedale St Apts	29 Blithedale St					X		0.5	4	1	2
Cappasso Apts	89 Lexington St	X						0.5	4	1	2
Cappasso Apts	125 Lexington St	X						0.5	4	1	2
Cappasso Apts	155 Lexington St	X						0.5	4	1	2
Cappasso Apts	159 Lexington St	X						0.5	4	1	2
Cappasso Apts	163 Lexington St	X						0.5	4	1	2
Cappasso Apts	181 Lexington St	X						0.5	4	1	2
Cappasso Apts	199 Lexington St	X						0.5	4	1	2
Cappasso Apts	180 Church St				X			0.5	4	1	2
Cappasso Apts	151 Concord St	X						0.5	4	1	2
Centenary Village	234 Central St										0
Chatham Townhouse	2247 Commonwealth Ave	X						0.5	4	1	2
Comm Ave Apts	2300 Commonwealth Ave	X						0.5	4	1	2
Comm Ave Apts	2350 Commonwealth Ave	X						0.5	4	1	2
Cottage Court Apts	12 Cottage Ct				X			0.5	2	1	1
Crystal Lake	15 Norwood Ave		X					0.5	2	1	1
Curtis Arms Apts	136 North St					X		0.5	4	1	2
Farwell Street	55 Farwell St					X		0.5	2	1	1
Hamilton HSG	545 Grove St	X						0.5	6	1	3
Horace Mann HSG	680 Watertown St					X		0.5	2	1	1
Imperial Condos	280 Boylston St			X				0.5	15	1	7.5
JFK Housing	83 Kennedy Dr				X			0.5	2	1	1
MT Ida Apts	290 Centre St				X			0.5	2	1	1
NCDF Housing	27 Hamlet St			X				0.5	2	1	1
New Hyde HSG	82 Lincoln St										0
Nonantum Village	239 Watertown St					X		0.5	2	1	1
Park St. Apts	40-46 Park St				X			0.5	2	1	1
Parker House	21 Parker St			X				0.5	4	1	2
Peabody Condos	30 Ober Rd			X				0.5	2	1	1
Saco Street Apts	Sweet St - off Oak St										0
Sawmill Brook	655 Sawmill Brook Prkway			X				0.5	2	1	1
St. James Units	22 St. James St				X			0.5	4	1	2
Taglienti Apts	410 Langley Rd			X				0.5	2	1	1
Taglienti Apts	33 Paul St			X				0.5	4	1	2
Thurston Road	45 Thurston Rd		X					0.5	2	1	1
Woodland Park	264 Grove St	X						0.5	2	1	1
Zigarelli Apts	392 Langley Rd			X				0.5	10	1	5

Note: 0.5 container size reflects carts which do not have an associated cost. These are covered in curbside recycling annual fee.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

EXHIBIT 3

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Newton
Contract Number: SAMPLE City/Town: NEWTON
Description of Work: Trash/Recycling Drivers

Job Location: Various locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards ("DLS") 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 any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person 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 DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at <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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- 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.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Laborer / Driver <i>{Teamsters 25-Capitol & Allied Waste}</i>	07/01/2019	\$28.20	\$7.41	\$0.00	\$0.00	\$35.61
	07/01/2020	\$30.00	\$12.81	\$0.00	\$0.00	\$42.81
	07/01/2021	\$30.75	\$13.31	\$0.00	\$0.00	\$44.06
	07/01/2022	\$31.75	\$13.81	\$0.00	\$0.00	\$45.56
	07/01/2023	\$32.75	\$14.31	\$0.00	\$0.00	\$47.06

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.

Exhibit 4 – Performance Bond

PERFORMANCE BOND
BOND NO LICX1193779

KNOW ALL MEN BY THESE PRESENTS, that we, **Waste Management of Massachusetts, Inc., 100 Hill Street, Norton, MA 02766**, (hereinafter called the "Principal"), as Principal, and the **Lexon Insurance Company**, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **City of Newton, 1000 Commonwealth Avenue, Newton, MA 02459** (hereinafter called the "Obligee"), as Obligee, in the sum of **Three Million Nine Hundred Ninety-Nine Thousand Five Hundred Fifteen and 00/100 \$3,999,515.00**, for the payment of which sum well and truly to be made, we the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee for **Contract L-6664, Solid Waste Collection and Haul and Single Stream Recycling Agreement**, which Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from July 1, 2020 to June 30, 2025.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals affixed this 26th day of May, 2020.

Waste Management of Massachusetts, Inc.
(Principal)

By: 

Susan Ritter, Attorney-in-Fact

Lexon Insurance Company
(Surety)

By: 

Theresa Pickerrell, Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of May 26, 2020.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



David Reed
Vice President and Treasurer



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.


<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of May, 2020.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)
12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT - NEW ENGLAND MARKET AREA 26 PATRIOTS PLACE, SUITE 300 FOXBOROUGH MA 02035	INSURER A : ACE American Insurance Company	22667
	INSURER B : Indemnity Insurance Co of North America	43575
	INSURER C : ACE Fire Underwriters Insurance Company	20702
	INSURER D : ACE Property & Casualty Insurance Co	20699
	INSURER E :	
	INSURER F :	

COVERAGES MAWESTBO CERTIFICATE NUMBER: 10632551 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C66043058 (AOS) WLR C66043010 (AZ,CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

<p>10632551</p> <p>CITY OF NEWTON 1000 COMMONWEALTH AVENUE NEWTON CENTRE MA 02459</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>[Signature]</i></p>
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EXHIBIT 6

SINGLE STREAM RECYCLING SPECIFICATION, TERMS AND CONDITIONS

1. DEFINITIONS

“**Blended Value**” or “**BV**” is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Customer to the Designated Facility.

“**Company Fee**” means the compensation per Ton for costs incurred by Company to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

“**Composition**” the overall profile of Single Stream Materials received and processed at Designated Facility. Composition is not Customer specific, but rather is an overall reflection of residential Single Stream Materials received at the Designated Facility.

“**Contamination Audit**” means the basis by which Customer’s Single Stream material are measured to determine the percentage of “Non-Recyclables” present.

“**Customer’s Value Share**” means the Customer’s percentage of the Blended Value as set forth on Appendix B.

“**Designated Facility**” or “**Designated Facilities**” means Company’s operations located Avon, MA or any replacement therefore which receives Customer’s Single Stream Materials.

“**Excluded Materials**” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Company.

“**Net Value**” means the amount paid to Customer by Company, or paid to Company by Customer, after subtracting any charges owed by Customer from the Customer’s value share.

“**Non-Recyclables**” means any materials in the Single Stream Materials that are not Recyclables as set forth in Appendix A.

“**Receiving Hours**” means the regularly-scheduled hours of operation for the Designated Facility

“**Recyclables**” means acceptable materials contained within the Single Stream Materials as set forth and further defined in Appendix A.

“**Residue**” means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing. Residue is specific to customer as determined by Contamination Audits.

“**Single Stream Materials**” means all Customer’s materials delivered to Company containing Recyclables and Non-Recyclables.

“**Specifications**” means the description of the Single Stream Materials as set forth in Appendix A.

“**Ton**” means 2,000 pounds.

“**Uncontrollable Circumstances**” means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

2. QUANTITY AND QUALITY

a. During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Customer. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed in Appendix A without the express written consent of Company. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables in Appendix A shall be made upon the mutual agreement of Customer and Company.

b. Customer represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Appendix A. Title to Recyclables provided by Customer to Company is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Customer at all times.

c. Contamination Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall percentage of “Non-Recyclables” or “Contamination” present. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination

percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Customer shall be subject to an Excess Contamination Charge. The Company shall perform a minimum of one (1) Contamination Audit per year on single-stream material generated by the City, and agrees to provide the City 60-days' notice in advance of any contamination audit. The City may also request additional contamination audits for the fee specified in Exhibit 1. The City shall be permitted to observe the audit process and to this end, the Company shall also provide a tentative schedule of when each sample will be collected from the tipping floor and sorted in the audit area. Any changes to this schedule will be communicated to the City in advance of the change. Contamination Audit results shall be compiled in a report and presented to the City within ten (10) business days. The report will include pictures, total sample weight, weight of recyclables, weight of overall contaminants, the collection day, truck number and route number from which each sample originated.

3. PRICING/PAYMENTS

Payments and charges to Customer shall be calculated as set forth on Appendix B. Company shall pay Customer (or Customer shall pay Company) the Net Value of the Single Stream Materials. Where the Net Value is positive, Company shall pay Customer on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Customer shall pay Company within 30 days of date of invoice.

4. DELIVERIES

Company shall deliver Single Stream Materials at Customer's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the Designated Facility.

5. MATERIALS

a. If Excluded Materials are delivered to the Facility by or on behalf of Customer, Company, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Customer will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Company, Customer must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Customer fails to timely remove such Excluded Materials after request by Company, Company may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to Customer.

b. Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists. In the event that, that no reasonable commercial market exists, thus requiring the disposal of Recyclables, Company agrees to provide notice within three (3) days to Customer. In the event that the said material is defined as a waste ban item by the Massachusetts DEP, then Company shall also provide the disposal waiver issued by the Massachusetts DEP to Customer. Customer acknowledges and accepts that from in rare circumstance batches of recyclable material accepted and/or processed by Company may be contaminated, ruined, or otherwise considered unfit for market due to operational and/or environmental factors and must be disposed. In these rare cases, Company is not obligated to provide Customer notice of disposal.

6. PUBLIC EDUCATION AND OUTREACH

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Customer shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Company shall provide reasonable assistance to Customer in such efforts.

7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, the parties shall negotiate to modify this Agreement as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended.

Appendix A

SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include the following:

Paper
Copier, office, loose leaf, construction & kraft paper Envelopes (with or without plastic windows) Flyers, magazines & newspapers Soft cover & phone books Plates (clean)

Other Fiber Products
Corrugated cardboard Boxboard, coffee cup trays & egg cartons Pizza boxes (grease accepted / emptied of food) Paper towel & toilet paper rolls

Plastic*
tubs, jugs, jars and lids Bottles (beverage, food, detergent, vitamin & other) Containers (deli, fruit & clam shell) Egg cartons

Metal
Aluminum beverage cans, baking trays, pie plates & foil Steel / tin food cans,

Glass
Bottles (beverage, wine & other) Jars

*As of the time of this Contract only plastic items listed in this table numbered 1,2 & 5 are considered recyclable. Unnumbered plastics or plastics labeled with numbers other than 1,2 & 5 will be considered residue.

Recyclables may be added or deleted upon mutual consent of the Parties.

RECYCLABLES do not include the following:

Bagged Material (even if it is otherwise recyclable) Black plastic (e.g. take out trays) Bulky plastics (chairs, toys, buckets, storage containers) Clothing, bedding & other textiles Compostable food containers, cups & utensils Cup (colored plastic) Dishes, ceramics & porcelain Expanded polystyrene foam Flexible packaging and multi-laminated materials Flower pots & garden plastics Food & beverage cartons / aseptic containers Food waste Food wrappers Glass cookware, microwave trays, & Pyrex Hard Cover Books Hot and cold paper beverage cups Light bulbs Metal pots, pans, hangers, toasters & other scrap metal Napkins, paper towels, tissues & soiled paper plates Plastic bags, plastic films, or plastic wraps
--

Plastic Prescription Medication Bottle Plastic utensils Shredded Paper Single brew coffee cups String & twine Unnumbered plastics & polystyrene Window glass, auto glass & mirror glass

Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension
--

Wet fiber and/or fiber that contains or has been contaminated with food debris
--

Excluded Materials including but not limited to Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of Customer may not contain more than 10% Non-Recyclables or any Excluded Materials. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth on Appendix B.

Appendix B BLENDED VALUE/CHARGES

1. VALUE SHARE

Where the Blended Value is greater than the Company Fee, Customer's value share is 70% of the difference between the Blended Value and the Company Fee. When the Blended Value is less than the Company Fee, Customer shall pay Company the difference between the Company Fee and the Blended Value.

2. CHARGES

- (a) The initial Company Fee is **\$89.00** per delivered ton.
- (b) The initial Residue Fee is **\$75.00** per delivered ton.
- (c) The initial Excess Contamination Fee is \$225.00 per ton.
- (d) The Company Fee, Residue Fee, and Excess Contamination Fee shall be increased by 5% on July 1, 2021 and each July 1 thereafter.

3. BLENDED VALUE

To calculate the Blended Value per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised every six months by the plant-wide composition, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- (c) Company determines Composition by evaluating the proportion of outbound commodities in relation to the total amount of outbound materials less any non-residential inbound material received. Company further adjusts Composition to reflect the amount of residue found during Contamination Audits of Customer's Material. Composition is calculated every six months and calculations are inclusive of the entire six-month period unless otherwise noted.

The Composition table below is reflective of the plant composition from July 2019 through December 2019 and will be used to calculate Customer's Blended Value from July 2020 through December 2020. Customer's Blended Value will adjust in January 2021 based on the plant composition from July 2020 – December 2020 and will be further adjusted every six-months thereafter based on the most recent composition study.

- "PPW" means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at www.SecondaryMaterialsPricing.com, for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- Notwithstanding anything to the contrary contained herein, if Company determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Company may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- "Actual Value" means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales.
- Customer shall pay Company a charge for each ton of residue delivered ("Residue Fee").
- The initial composition of the Customer's Recyclables shall be presumed to be as set forth below.

- The composition of Customer's Recyclables may be adjusted from time to time based on the overall composition of recyclables processed at the plant. However, the residue rate specific to Customer will be based on the results of the most recent Contamination Audit.
- At Customer's request, Company shall provide the most recent Composition rate of the Designated Facility. Company agrees to assess the Composition at the Designated Facility at least once every 12 months.

Material Component	Commodity Value	Composition %
Cardboard and other brown papers	PPW OCC #11	14.70%
All other paper	PPW MIX #54 / Actual Value	45.42%
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb., picked up minus \$0.08 per pound)	0.57%
Steel/Tin	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	2.24%
Plastic #1	SMP for PET (baled, ¢/lb. picked up)	3.39%
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.61%
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb. picked up)	1.13%
Tubs and Lids (Plastic #5)	Actual Value	1.15%
Glass	Actual Value	20.79%
Residue	Residue Fee	10.00%
Total:		100%

4. EXCESSIVE CONTAMINATION

Contamination Audit. Where a Contamination Audit determines that Customer's percentage of Non-Recyclables exceeds ten (10%), the total tons used to calculate Blended Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at \$225.00 per ton.

By way of example (if the contamination audit shows 15% contamination):

Blended Value = \$5.37
 Company Fee = \$89.00
 Excess Contamination = 5%
 Excess Contamination Fee = \$225.00
 750 tons delivered in the month

Customer Value/Charges =

Value: Blended Value – Company Fee = (\$5.37 - \$89.00) per ton = \$83.63 charge per ton x 712.5 tons = \$59,586.38

Excess Contamination Fee: \$225.00 per ton x 37.5 tons = \$8,437.50

Total Charge: \$59,586.38 + \$8,437.50 = \$68,023.88 for the month

Blended Value Table Example and Explanation


C D E

Revenue Share Calculation - Single Stream				
A	B			
Commodity	Index *	Current Composition %	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	14.70%	\$ 85.00	\$ 12.50
Mixed Paper (All other paper)	PPI Mixed Paper #54/Actual	45.42%	\$ (25.17)	\$ (11.43)
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, c/lb. picked) less 25c/lb.	0.57%	\$ 340.00	\$ 1.92
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and dropped off at RC)	2.24%	\$ 15.00	\$ 0.34
PET (Plastic #1)	SMP for PET (baled, c/lb. picked up)	3.39%	\$ 240.00	\$ 8.13
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, c/lb. picked up)	0.61%	\$ 800.00	\$ 4.86
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, c/lb. picked up)	1.13%	\$ 100.00	\$ 1.13
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, c/lb. picked up)	1.15%	\$ 120.00	\$ 1.38
Glass	Actual Value	20.79%	\$ (69.34)	\$ (14.42)
Residue	Residue Fee	10.00%	\$ (75.00)	\$ (7.50)
Total/Blended Value		100.00%		\$ (3.10)
			F	\$ 89.00
MRF Processing Fee				
70% share above Fees			H	\$ (92.10)

- A. Commodity: Specifies the categories into which single stream recycling is sorted
- B. Index: Displays the method used to determine the value of the commodity. This could be a published index or the actual price at which the material is sold
- C. Current Composition %: Displays the percentage of which a given commodity comprises the total amount of single stream at the Designated Facility.
- D. Market Value/Ton: Displays the dollar value for the commodity, in the current period (this is updated monthly)
- E. Values: Displays the value associated for that commodity, found in a single ton of Single Stream Recycling (calculated by multiplying the Current Composition % b the Market Value/ Ton)
- F. MRF Processing Fee: The cost for Company to process a single Ton of Single Stream Recycling
- G. Total/ Blended Value: the dollar value of the recyclables contained in a single ton of Single Stream Recycling (this is the sum of all of the above Values)
- H. Net Rebate / (Charge): equals the Total/ Blended Value minus the Processing fee. This is the rebate or (charge) Customer will pay per ton in a given month. Please note that charges will appear as negatives.
- I. Share Above Fees: this indicates the percentage of the rebate Company will share with Customer in the event that there is a net rebate. In this example, if there is a net rebate, it would be multiplied by 0.70 to determine the amount per ton rebated to Customer.

Appendix C Contamination Audit Protocol

1. Each Contamination Audit consists of eleven (11) discrete samples taken from eleven (11) different loads (confidence interval of 88%). Multiple samples may be taken during the same day so long as each sample originates from a different truck (i.e. a different route). This practice allows for a representative sampling from across as much of the City as possible.
2. Each sample will weigh approximately 200lbs and will be collected at random from materials dumped by the collection vehicle on the tipping floor at the MRF.
3. Once the sample is segregated, it will be transported to the audit area, where the sample will be hand-separated into two categories: recyclable and non-recyclable. Each category will then be weighed to determine the percentage of non-recyclable material in the sample.
4. Witnesses may request clarification on anything that is deemed non-recyclable.
5. Once 11 samples have been audited, the results will be aggregated into overall rate. This overall rate shall become the residue rate used in the calculation of rebates / (charges as set forth in Appendix B. This rate will remain in effect until it is updated at the time of the next Contamination Audit.
6. Within ten (10) business days Company shall provide a report to the Customer. This report shall include scanned copies of the audit sheets (see sample sheet below) completed by the auditor during the sorting of each sample. The report shall also include a summary sheet including date the material was collected and audited as well as the truck and route number from which the sample was taken.
7. Customer may request any updates to this protocol upon notification of a Contamination Audit from Company.



Audit Form

Header ID	Save as In Process	Print
149896	Submit as Complete	Report
Status	Open Worksheet	Delete
	Manage	Add New

Location: Avon Spiegel MRF

Shift: 1 Auditor(s): Sample Type: Inbound Truck #: _____

Customer: _____ Tip Date: _____ Tip Time: _____ Truck_Route: _____ Load Wgt (lbs): _____

Fastlane Ticket #: _____

Audit Date: _____ End Date: _____ Start Time: _____ End Time: _____ Duration: _____

Pre-sort: _____ Sample Weight: _____ *** All weights need to be +/- 1 lbs ***

Materials	Description	SmplWgt	Weights
Fiber - OCC - Corrugated Cardboard - - -			ijol
Fiber - ONPB-SRPN - Newspaper, inserts, mags and sorted office paper. - - -			ijol
Fiber - Mixed Paper 54 - Paperboard, Boxboard, NonONP grade fiber - - -			ijol
Plastic - 1 PET - - - -			ijol
Plastic - 2 HDPE - - - - Natural			ijol
Plastic - 2 HDPE - - - - Colored			ijol
Plastic - 5 PP - - -			ijol
Plastic - Plastic 3-7 - 3-7 plastics & #1 non-bottle containers - - -			ijol
Plastic - MRF Film Plastic - Grocery Bags, light-weight plastics - - -			ijol
Plastic - Bulky Rigid Plastics - Large HDPE plastics (i.e. baskets; pails, etc.) NO			ijol
Metal - Aluminum - - -			ijol
Metal - Steel-Tin - - -			ijol
Metal - Scrap Metal - - -			ijol
Glass - Three Mix Glass > 3/8 - Glass-Three Mix > 3/8" - - -			ijol
Residue - Bagged Recyclables - Bagged Recyclables in Plastic - - -			ijol
Residue - Residue - Trash - - -			ijol
Single Stream - Single Stream - Acceptable Program Material - - -			ijol

Total Sample Weight: 0 Photos: 0

Comment: _____

Created By: jjohn108 Updated By: jjolm108
 Create Date: 1/14/2020 2:26:30 PM Update Date: 1/14/2020 3:28:22 PM



Acceptable Waste includes:

Automobile or small vehicle tires ¹	Non-Hazardous oily debris/solids and oil filters
Commercial Solid Waste	Residential Solid Waste
Institutional Solid Waste	Shredded Utility poles & railroad ties
Beds/Mattresses	TSDF Waste Blends (non-Hazardous)
Manufacturing or Industrial Operation Waste	Tires
Manufacturing Waste, Trimmings and other debris	Sofas
Industrial Product manufacturing waste, trimmings & other debris	
Auto Shredder waste that has mercury removed	
Off Spec/Expired Consumer Products	
Non-Recyclable Material Resource Facility residues	
Pharmaceutical products, including drugs, illegal contraband, narcotics, etc.	

Unacceptable Waste includes:

Acids	Farm Machinery	Radioactive Material
Agricultural Equipment	Fenders	*Recyclable Paper
Ammunitions	Firearms	Refrigerators
Animal Remains	Flammables	Rear Ends
Asbestos	*Glass Containers	Sheetrock
*Asphalt, brick, concrete	Hazardous Remains	Snowmobiles
Auto Springs	Human Remains	Stoves
Auto Transmissions	Insecticides	Trailers
Biological Waste	Large Machinery	Tree Logs
Cable	*Leaves & Yard Waste	Tree Stumps
Caustics	*MADEP Waste Banned Items	Vehicular parts
Cesspool or Other Human Wastes	Liquid Waste	Wall board
Chemicals	Marine Vessels	White Goods
*Clean Gypsum Board	*Metal Containers	Washing machines
Cleaning Fluids	Motor Vehicles	Wire
Commercial Organic Material *	Motorcycles	Wood (greater than 6 feet and/or 1 foot in diameter)
Crankcase Oils	*Narrow Neck Plastic Containers	(including whole telephone poles)
Cutting Oils	Non-Burnable Construction Material	
*CRT's	Oil	
Demolition Debris	Paints	
Drained Oil	Pathological Wastes	
Drugs	Pesticides	
Drying Machines	Petroleum Products	
Empty Chemical Containers	Poisons	
Explosives & Ordinance Materials		

*Massachusetts State Banned items

¹ Tires must be in reasonable quantities compatible with waste delivery and service schedules and to the extent the air emission criteria applicable to the facility are not violated by the burning thereof.

EXHIBIT 8 - HOLIDAY SCHEDULE

Holiday	FY 21		FY 22		FY 23		FY 24		FY 25	
	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date
Independence Day	Saturday	7/4/20	Monday	7/5/21	Monday	7/4/22	Tuesday	7/4/23	Thursday	7/4/24
Labor Day	Monday	9/7/20	Monday	9/6/21	Monday	9/5/22	Monday	9/4/23	Monday	9/2/24
Columbus Day	Monday	10/12/20	Monday	10/11/21	Monday	10/10/22	Monday	10/9/23	Monday	10/14/24
Veteran's Day	Wednesday	11/11/20	Thursday	11/11/21	Friday	11/11/22	Saturday	11/11/23	Monday	11/11/24
Thanksgiving Day	Thursday	11/26/20	Thursday	11/25/21	Thursday	11/24/22	Thursday	11/23/23	Thursday	11/28/24
Christmas Day	Friday	12/25/20	Saturday	12/25/21	Monday	12/26/22	Monday	12/25/23	Wednesday	12/25/24
New Year's Day	Friday	1/1/21	Saturday	1/1/22	Monday	1/2/23	Monday	1/1/24	Wednesday	1/1/25
Martin Luther King Jr's Day	Monday	1/18/21	Monday	1/17/22	Monday	1/16/23	Monday	1/15/24	Monday	1/20/25
President's Day	Monday	2/15/21	Monday	2/21/22	Monday	2/20/23	Monday	2/19/24	Monday	2/17/25
Patriot's Day	Monday	4/19/21	Monday	4/18/22	Monday	4/17/23	Monday	4/15/24	Monday	4/21/25
Memorial Day	Monday	5/31/21	Monday	5/30/22	Monday	5/29/23	Monday	5/27/24	Monday	5/26/25

Please Note: When a holiday falls on a Saturday no holiday will be observed that week and there will be no delay. If a holiday falls on a Sunday then the Holiday will be observed the following Monday and service will be delayed by one day for the entire week.