

PROPOSAL

For: **Contract # PW/16-01, Curbside Collection and Processing of Single Stream Recycling**

Town of Brookline, Brookline, Massachusetts.

It is the desire of the Town of Brookline to receive the most advantageous price for recycling, therefore the Town is requesting bidders to provide prices as outlined in the Bid Pricing section below. Contractors need not respond to each pricing option.

In pricing option 1 for Collection and Haul, the Town would market recycling commodities directly to a recycling facility, so contractors are encouraged to provide pricing to each facility. In pricing option 2 for Collection, Haul and Processing, the Collection and Haul Contractor will offer a revenue sharing proposal for the marketing of the recycling commodities to the Town. In pricing option 3 for Collection, Haul and Processing, the Collection and Haul Contractor would market the recycling commodities directly to a recycling facility without any revenue sharing to the Town. In pricing option 4 the recycling processing facilities will offer a revenue sharing proposal to the Town.

In each of the pricing options, the Town is requesting bid prices for the current 5 day/week and alternate 4 day/week collection schedule as described in Section 4.03 and shown on the route maps in Exhibit C and Exhibit D.

Where per year prices are requested in the Bid Pricing section below, the Contractor should provide the Year 1 price, with the annual increases for the "Collection Fee" as defined in Section 1.01. Prices for collection and haul shall be inclusive of all labor, equipment, and fuel.

It is the desire of the Town of Brookline to have fully automated collection of Recyclables to the greatest extent possible with the vehicles described in Section 4.04. The Collection and Haul Contractor will be required to provide collection service on private roads and alleyways as described in Section 4.07. It is the responsibility of the Contractor to determine the areas that need to be serviced with a smaller, semi automated collection vehicle.

The Collection and Haul Contractor will be required to provide the education services in Section 11.14.

In FY14 (July 1, 2013 – June 30, 2014) the Town collected 5,323 tons of single stream recycling and 9,076 tons of MSW. The Town expects that the tonnage of Recyclable Material will increase with the rollout of a modified pay-as-you-throw program for MSW which is scheduled to begin on July 1, 2015. The per year prices in the bid form shall not be subject to any adjustments based on increased tonnage during the contract.

Under the proposed modified pay-as-you-throw program, residents would receive a 35 gallon toter for weekly collection and disposal of MSW at no additional charge beyond the

Location

The work referred to herein is in the Town of Brookline, County of Norfolk, Commonwealth of Massachusetts, as described in the enclosed specifications and proposal forms on file in the Engineering Division Office.

To the Party of the First Part:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein:- that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Notice to Contractors, the Instruction to Bidders and all attachments referred to therein, the proposed form of contract; and he proposes and agrees, if this proposal is accepted, that he will contract with the Party of the First Part, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to wit:

Bid Pricing:

Superseded. See page 3A.

	5 days/week	4 days/week
Price 1. Cost per year for collecting and hauling recyclables to various recycling facilities		
A. Casella-Charlestown, MA	\$ <u>1,142,000</u>	\$ <u>N/A</u>
B. Waste Management-Avon, MA	\$ <u>N/A</u>	\$ <u>N/A</u>
C. Other: _____	\$ <u>N/A</u>	\$ <u>N/A</u>
Price 2. A. Cost per year for collecting, hauling and processing recyclables *	\$ <u>1,142,000</u>	\$ <u>N/A</u>
B. Revenue sharing to the Town *	<u>See attached</u>	<u>N/A</u>
Price 3. Cost per year for collecting, hauling and processing recyclables without revenue sharing to the Town	\$ <u>1,404,000</u>	\$ <u>N/A</u>
Price 4. A. Cost per ton for processing recyclables	\$ <u>80</u>	\$ <u>80</u>
B. Revenue sharing to the Town *	<u>60%*</u>	<u>60%*</u>

** See attached document for more information.*

Contract Price Schedule

Price 1A. Cost per year for collecting recyclables and hauling to Casella - Charlestown, MA

5 days/week

Year 1	7/1/15-6/30/16	FY 16	<u>\$1,124,000.00</u>
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Contract Escalator - Price 1A shall be increased by 2.25% per year as follows:

Year 2	7/1/16-6/30/17	FY17	<u>\$1,149,290.00</u>
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Year 3	7/1/17-6/30/18	FY18	<u>\$1,175,149.00</u>
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Year 4	7/1/18-6/30/19	FY19	<u>\$1,201,590.00</u>
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Year 5	7/1/19-6/30/20	FY20	<u>\$1,228,626.00</u>
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Fuel Escalator - Year 1	7/1/15-6/30/16	FY 16	<u>\$0</u>
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The base rate for diesel fuel shall be \$3.50 per gallon. The contract cost of fuel will be based on the Regional U.S. Average On-Highway Diesel Fuel Prices reported by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") for New England (PADD 1A).

The fuel adjustment will be calculated annually using the average of the previous year's fuel price and the actual amount of fuel used over the previous year. If the previous year's average price for diesel fuel is above \$3.50, (for example, \$3.60), the difference (\$0.10 in this example) will be multiplied by the previous year's actual fuel usage and 1/12 of that amount will be applied to each month's bill in the upcoming year.

Price 4A. Cost per ton for processing recyclables

Years 1-5	7/1/15-6/30/20	FY16-FY20	<u>\$75.00</u>
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Price 4B. Revenue sharing to the Town

Years 1-5	7/1/15-6/30/20	FY16-FY20	<u>70% of ACR-\$75 when</u>
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ACR>\$75/ton and a dollar for dollar charge of ACR-\$75 when ACR<\$75/ton

Note that Price 4A is not a stand-alone price for payment. Payment for Price 4A will be made as part of the revenue sharing agreement in Price 4B.

Note that the prices in this contract are not subject to a CPIu or any other adjustment.

The above prices are to include and cover the furnishing of all materials (except as herein otherwise specified), the performing of all the labor requisite or proper, the providing of all necessary machinery, tools, apparatus and other means of construction; and the doing of all the above-mentioned work in the manner set forth, described and shown in the specifications and on the drawings for the work, and in the form of contract, and the completion thereof on or before June 30, 2016.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give a bond in the sum to be determined as aforesaid with surety satisfactory to the Party of the First Part, within six (6) business days from the date of the mailing of a notice from the Party of the First Part to him, according to the address herewith given, that the contract is ready for signature, the Party of the First Part may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the proposal guaranty submitted covering this proposal shall become the property of the Town of Brookline, otherwise the said proposal guaranty shall be returned to the undersigned.

The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the appendix EEO attached hereto, including compliance with the minority contractor compliance specified in Section V of said appendix. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the appendix EEO.

Full name and address of individual or concern submitting this bid:

Casella Waste Management of Massachusetts, Inc
1295 Forest Street
Peabody, MA 01960

Signed 

Title John W. Casella, President and Clerk

NOTICE: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer", or other authorized officer in the case of a corporation.

AFFIDAVIT

State of Vermont) Date April 17, 2015
) ss.:
County of Rutland)

The undersigned being duly sworn, deposes and says that (s)he is the

President and Clerk
(sole owner; partner; president, treasurer, or other duly authorized official of a corporation)

of Casella Waste Management of Massachusetts, Inc, for Contract
(name of bidder as appearing in submitted proposal)

Number PW/16-01 for: "Curbside Collection and Processing of Single Stream Recycling"

in the Town of Brookline on April 22, 2015. The undersigned certifies under
(date bids were opened)

the penalties of perjury that this bid is in all respects, bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

John W. Casella

Name of person signing bid

Casella Waste Management of Massachusetts, Inc
Name of Company



Sworn to before me this 17th day of April 2015

Patricia Belden

Notary Public

PATRICIA BELDEN
Notary Public, State of Vermont
My Commission Expires Feb. 10, 2019

My Commission expires 02/2019

Affix Notary Seal

If bidder is a corporation, give the State in which incorporated:

Massachusetts

If bid is submitted by joint venturers, this should be stated here:

_____ ; and if any of the
joint venturers is a corporation, an attested copy of the vote of the corporation authorizing the
joint venture should be attached hereto.

The proposed surety on the bond to be given is:

Evergreen National Indemnity

Name

6140 Parkland Blvd., Suite 321

Home Office Address

Mayfield Heights, OH 44124

Massachusetts Address (if different)

CERTIFICATE OF VOTE

I, John W. Casella, Clerk of

Casella Waste Management of Massachusetts, Inc, hereby certify

that, at a meeting of the Board of Directors of said Corporation duly held on

April 17, 2015, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That John W. Casella be and
(Name of Officer authorized to sign for Corporation)

he hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or

obligation by such John W. Casella to be valid and binding
(Name of Officer)

upon this Corporation for all purposes, and that a certificate of the Clerk of This Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that John W. Casella
(Name of Officer)

is the duly elected President and Clerk of said Corporation.
(Title)

295 Forest Street
Peabody, MA 01960
Place of Business

Signed [Signature]
(Clerk - Secretary)

04/17/2015 / 07/01/15
Date of Contract

[Signature]

* Countersignature (Name and Title)
Edmond R. Coletta, Vice President and Treasurer

* In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.



STATEMENT OF BIDDER'S QUALIFICATIONS

All information requested below must be submitted. Answers must be clear and comprehensive. Questions should be answered on separate attached sheets. The bidder may submit any additional information he desires.

- 1.0 How many years have you been engaged in the contracting business under your present firm or trade name?

40 years

- 2.0 Names and home addresses of the principal officers and their Social Security numbers.

- John W. Casella, President & Clerk
- Edmond K. Coletta, VP & Treasurer
- Douglas R. Casella, VP
- Edwin Johnson, VP

25 Greens Hill Lane
Rutland, VT 05701
03-0364282

- 3.0 Contracts on hand: List each of them, showing the gross amount of each contract and the appropriate anticipated dates of completion. Give the name and address of the client and the name of the person supervising for the client.

See attached document

- 4.0 List the Municipal, State and Private contracts you have been awarded in the past five years, stating the approximate cost for each, and the month and year completed. Give the name and address of the client and the name of the person supervising for the client. (Contractor must have five years experience in Municipal work of similar nature.)

See attached document

- 5.0 List your major equipment that is available for this contract.

- (2) Automated Side-Load, Mack Truck with Labrie body
- (1) Rear-end load, Mack truck with McNeilus body
- (1) Alley Cat, McNeilus

- 6.0 List subcontractor(s) you expect to use on this contract and the dollar value of work.

N/A

- 7.0 Bonding capacity of your company.

\$15,000,000 limit for a single bond.

IF BID IS BY A CORPORATION FILL IN INFORMATION BELOW

Casella Waste Management of Massachusetts, Inc.
Contractor

295 Forest Street
Address

Peabody, MA 01960
City or Town State Zip

N/A
Treasury Reporting Number

(978) 817-3306
Telephone Number

John W. Casella
President

Edmond Coletta
Vice-President

25 Greens Hill Lane
Home Address

25 Greens Hill Lane
Home Address

Rutland VT 05701
City or Town State Zip

Rutland VT 05701
City or Town State Zip

N/A
Social Security Number

N/A
Social Security Number

N/A
Home Telephone Number

N/A
Home Telephone Number

Edmond Coletta
Treasurer

John W. Casella
Clerk

25 Greens Hill Lane
Home Address

25 Greens Hill Lane
Home Address

Rutland VT 05701
City or Town State Zip

Rutland VT 05701
City or Town State Zip

N/A
Social Security Number

N/A
Social Security Number

N/A
Home Telephone Number

N/A
Home Telephone Number

IF BID IS BY A PARTNERSHIP FILL IN INFORMATION BELOW

Contractor

Address

City or Town

State

Zip

Treasury Reporting Number

Telephone Number

Partner

Partner

Home Address

Home Address

City or Town

State

Zip

City or Town

State

Zip

Social Security Number

Social Security Number

Home Telephone Number

Home Telephone Number

IF BID IS BY AN INDIVIDUAL FILL IN INFORMATION BELOW

Contractor

Address

City or Town

State Zip

Social Security Number

Home Telephone Number

Firm Telephone Number

TOWN OF BROOKLINE MASSACHUSETTS

CONTRACT

CLAUSE 1 - This agreement, made this 23rd day of JUNE in the year 2015, between the Town of Brookline by its Selectmen, acting on behalf of said Town, and not individually, and without incurring any individual liability thereby, hereinafter called the Town as party of the first part and, Casella Waste Mangement of Massachusetts, Inc., party of the second part, hereinafter called the Contractor.

CLAUSE 2 - WITNESSETH, That the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Town of Brookline for itself and said Contractor for itself and its successors and assigns, as follows:

The Contractor agrees to furnish all equipment, machinery tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in **Contract No. PW/16-01 "Curbside Collection and Processing of Single Stream Recycling"** in strict conformity with the provisions herein contained and in the Notice to Contractors, Instruction to Bidders, Special Provisions and Additions hereto attached and the "STANDARD SPECIFICATIONS" on file at the office of the Commissioner of Public Works in Brookline and with the plans referred to therein.

The "STANDARD SPECIFICATIONS" herein referred to shall consist of the following documents as modified by the said Instruction to Bidders, including Amendments to Division II (Construction Details), Amendments to Division III (Materials Specifications) and Special Provisions and Supplementary Specifications attached hereto:

1. The 1988 edition of STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES of the Commonwealth of Massachusetts, Department of Public Works and;
2. AMENDMENTS AND SUPPLEMENTAL SPECIFICATIONS to the said STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES in effect on date project was advertised.

All said plans, the said "STANDARD SPECIFICATIONS", the said Instruction to Bidders, Amendments to Division II (Construction Details), Amendments to Division III (Materials Specifications), Proposal, Special Provisions and Supplementary Specifications are hereby specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein.

CLAUSE 3 - In consideration of the foregoing premises, the Town agrees to pay and the Contractor agrees to receive as full compensation for all work required but not shown on the plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements (except as excluded in Subsection 7.18) or from any delay (see Subsection 8.04) or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with

the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such unit process as are set out in the accompanying Proposal, and for all work required, for which there is no item in the Proposal, such compensation as is provided for in the aforesaid "STANDARD SPECIFICATION".

In witness whereof, the said Contractor has caused these presents to be signed and its corporate seal to be hereto affixed by

John W. Casella its President

and _____ its _____

thereto duly authorized, and the said Town executed these presents by its Board of Selectmen, acting for said Town, and not individually, and without incurring and individual liability, on the year and day above written.

Town of Brookline
By [Signature]
Nancy Daly
[Signature]
Henry S. Beller
[Signature]

Board of Selectmen



By [Signature]
John W. Casella, President

Contractor

Certified in accordance with Chapter 44, Section 31C and based upon Engineering estimates

Approved as to Form:
[Signature]
Town Counsel

[Signature]
Comptroller

PERFORMANCE BOND

Know all persons by these presents, that Casella Waste Management of Massachusetts, Inc. as principal, and Evergreen National Indemnity Company as surety, are held and firmly bound unto the Town of Brookline, Massachusetts in the sum of One Million, Two Hundred Twenty-Four Thousand, Seven Hundred and 00/100 Dollars in lawful money of the United States of America, to be paid to the Town of Brookline Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the said principal has made a Contract with the Town of Brookline, acting through its Board of Selectman ("Awarding Authority"), bearing the date of June 23, 2015 for the construction of Project No.: N/A, Contract No.: PW/16-01, Project Name: Curbside Collection and Processing of Single Stream Recycling.

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said Contract and any extensions thereof that may be granted by the Town of Brookline, with or without notice to the surety, and during the life of any guarantee required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In the event that the Contract is abandoned by the Contractor, or is terminated by the Town of Brookline under the provisions of said Contract, said surety shall, if requested in writing by the Town of Brookline, take such action as is necessary to complete the Contract.

In witness whereof we hereunto set our hand and seals this 28th day of May, 2015.

Casella Waste Management
of Massachusetts, Inc. (Seal)
(Print Name of General Contractor)

BY Edmond R. Cella
(Signature- Title) Sr. VP & Treasurer

Evergreen National
Indemnity Company (Seal)
(Print Name of Surety)

BY Patricia A. Temple
(Signature- Title) Patricia A. Temple
Attorney-In-Fact

Surety Address 6140 Parkland Boulevard
Suite 321, Mayfield Heights, OH 44124

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

POWER NO. **866797**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **One Million, Two Hundred Twenty-Four Thousand, Seven Hundred and 00/100 Dollars (\$1,224,700.00)**.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers 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 signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile 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, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President

By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2017

Penny M Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2017

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force this 28th day of June, 2015.



Wan C. Collier
Wan C. Collier, Secretary



COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
DIVISION OF INSURANCE

1000 Washington Street, Suite 810 • Boston, MA 02118 - 6200
 (617) 521-7794 • Toll-free (877) 563-4467
<http://www.mass.gov/doi>

DEVAL L. PATRICK
 GOVERNOR

JOSEPH G. MURPHY
 COMMISSIONER OF INSURANCE

GREGORY BIALECKI
 SECRETARY OF HOUSING AND
 ECONOMIC DEVELOPMENT

BARBARA ANTHONY
 UNDERSECRETARY OF CONSUMER AFFAIRS
 AND BUSINESS REGULATION

Serial #: 000869775000
 NAIC #: 12750
 Licensed: 9/15/1999

COMPANY LICENSE

THIS IS TO CERTIFY THAT

Evergreen National Indemnity Company

has fully complied with the requirements of the laws applicable to it and that it is authorized to issue policies and transact the kinds of business authorized under the Sections of Chapter 175 of the General Laws of Massachusetts and amendments thereto described by the following designations:

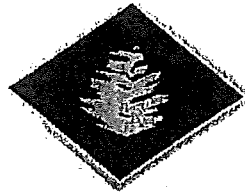
4

DESIGNATION CODES:		
1	Fire	15 Reinsurance (Reinsurance Companies Only)
2A	Ocean & Inland Marine	16A Life - All Kinds
2B	Inland Marine Only	16B Group Life Only
4	Fidelity and Surety	16C Variable Annuity Authorization
5A	Boiler	16D Annuities Only
5B	Boiler (No Inspector)	16E Variable Life Authorization
6A	Accident - All Kinds	17 Repair - Replacement
6B	Health - All Kinds	19 Legal Services
6C	Group Accident & Health	20 Credit Involuntary Unemployment
6D	Non-Can. Acc. & Health	51 Stock Companies >(Extension of coverage)
6E	Workers' Compensation	54 Mutual Companies >(not specified in Section 47)
6F	Liability other than Auto	54BX Reinsurance except Life
6G	Auto Liability	54BY Nuclear Energy
7	Glass	54BZ Special Hazards
8	Water Damage and Sprinkler Leakage	54C Comprehensive M.V. & Aircraft
9	Elevator Property Damage and Collision	54D Personal Property Floater
10	Credit	54E Dwellings
11	Title	54F Commercial Property
12	Burglary, Robbery, Theft	54G Reinsurance - Life Companies Only
13	Livestock	

This certificate shall remain in effect until midnight of 6/30/2015 unless said authority is amended or revoked in accordance with law.

License Effective Date: Jul 1, 2014.

Joseph G. Murphy
 Commissioner of Insurance



Evergreen National Indemnity Company

Certificate

2014

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.


STATEMENT OF INCOME

Direct Written Premium	\$ 32,858,244
Reinsurance Assumed	4,322,556
Reinsurance Ceded	(25,184,243)
Net Written Premium	11,996,557
Change in Unearned	100,034
Net Earned Premium	12,096,591
Losses & LAE Incurred	26,984
Net Commission Expense	7,605,530
Other Expenses	3,115,544
Underwriting Gain/ (Loss)	1,348,533
Net Investment Income	849,340
Net Realized Capital Gains (Loss)	454,783
Other Income/ (Expense)	627
Income Before FIT	2,653,283
Federal Income Tax	748,122
Net Income	1,905,161

BALANCE SHEET

<u>Assets</u>	
Invested Assets	
Agent's Balances (net of Reins.)	43,597,974
Reinsurance Recoverable	2,062,101
Other Assets	315,130
Total Assets	784,303
	46,759,508
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,871,404
Loss & LAE Reserves	3,486,422
Ceded Reinsurance Payable	3,526,692
Other Liabilities	1,665,656
Total Liabilities	13,550,174
Surplus	33,209,334
Total Liabilities & Surplus	46,759,508

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2014.


David A. Canzone, Treasurer

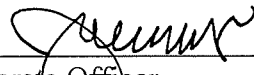
STATE TAX CERTIFICATE

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

03-0364282

Social Security Number*
or Federal Identification Number*

Signature of Individual or
Corporate Name

by: 
Corporate Officer
(If applicable)

* Submission of a Social Security Number or a Federal Identification Number is voluntary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/29/2015

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 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 Noyle W. Johnson, Inc. 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Dayle Smedy PHONE (A/C, No., Ext): (802) 223-7735 E-MAIL ADDRESS: dsmedy@nwjinsurance.com PRODUCER CUSTOMER ID #: 00004029	FAX (A/C, No.): (802) 223-7515
	INSURER(S) AFFORDING COVERAGE	
INSURED Casella Waste Management of Massachusetts, Inc. 295 Forest Avenue Peabody MA 01960	INSURER A: Lexington Insurance Co. NAIC # 19437	
	INSURER B: Old Republic Insurance Co. NAIC # 24147	
	INSURER C: Steadfast Insurance Co. NAIC # 26387	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Peabody 2015#2 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		082695204	4/30/2015	4/30/2016	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Contractual Liab.						PERSONAL & ADV INJURY \$ 3,000,000
	<input type="checkbox"/> Br Form Prop. Dmg						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY	X		MWTB301234	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	MWC30339200	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Pollution Liability	X		EPC3564969-16	4/30/2015	4/30/2016	\$13,000,000/\$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Town of Brookline shall be given thirty days advance written notice by registered mail of any change in or cancellation of coverage.
 Town of Brookline is named as an Additional insured under all policies covering or applicable to Collection or Haul.

CERTIFICATE HOLDER Town of Brookline 333 Washington Street Brookline, MA 02445	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Timothy Ayer/AMANDA 

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All persons or organizations as required by contract or agreement

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 AM 04/30/2015

Forms a part of policy no.: 082695204

Issued to: CASELLA WASTE MANAGEMENT, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED
PERSON OR ORGANIZATION**

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location of Covered Operations

Blanket, As Required By Contract,
Agreement or Permit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative



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

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lt. Governor

RONALD L. WALKER, II
 Secretary

JEAN ZEILER
 Acting Director

Awarding Authority: Town of Brookline

Contract Number:

City/Town: BROOKLINE

Description of Work: Curbside collection and processing of single stream recycling.

Job Location: Brookline

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 Division of Apprenticeship Standards (DAS). Apprentices 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. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice 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 (Teamsters 25)	01/01/2015	\$26.13	\$8.09	\$0.00	\$0.00	\$34.22
	07/01/2015	\$26.35	\$8.24	\$0.00	\$0.00	\$34.59
	01/01/2016	\$26.41	\$8.24	\$0.00	\$0.00	\$34.65
	07/01/2016	\$26.60	\$8.39	\$0.00	\$0.00	\$34.99
	01/01/2017	\$26.66	\$8.39	\$0.00	\$0.00	\$35.05

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. Apprentices 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.

Kevin Johnson

From: Jack Manning <Jack.Manning@casella.com>
Sent: Friday, March 27, 2020 11:29 AM
To: Andrew Pappastergion
Cc: Kevin Johnson; Edward Gilbert; Bob Cappadona; Erin Banfield
Subject: Brookline Curbside Recycling
Attachments: Brookline.Casella.2020 SignedProposalLetter.pdf

Andy,

As a follow-up to our recent meeting please find a copy of the updated pricing and related service between Casella Waste and the Town of Brookline. As you know, the current pricing structure was predicated on the tonnage from the BTS being hauled to and disposed of at the Southbridge LF (SBL). Ironically it was only a short while after the start of the contract when the landscape of the disposal market in the Northeast Region changed dramatically! Reduced capacity and increased regulatory requirements significantly impacted pricing and ultimately forced the closure of the SBLF in 2018. Irrespective of the change, Casella has continued to secure alternative end-sites while honoring the disposal pricing as outlined in the original contract to the exclusive benefit of the Town.

Transfer Station: with current disposal rates as high as \$125 ton in the Greater Boston Market, the Town has continued to benefit from the contracted rate of \$78 per ton. While this has provided a significant benefit to the Town over the past several years, the increased cost of disposal to \$118 ton will be the most impactful change to the Town. Again, \$118 ton is well within Market, however, \$78 ton remains significantly below Market.

Curbside Collection: the change in cost of \$12.6k per month from \$102.2k to \$114.9k per month is primarily due to the projected increase in the prevailing wage rate of \$7.20 per hour. This is a YOY increase in labor cost of 17% or \$10.1k of the \$12.6k per month increase. Long and short of it, the increase in labor cost represents 10% of the total 12% increase in monthly cost YOY.

Processing: The change in processing costs is due to the impacts of China's National Sword to meet further stringent fiber specifications to produce a higher quality fiber end product. Added costs include additional quality control labor along with Capital expenditures towards technological equipment investments.

Host Fee: you'll note the positive change in the Host Fee which has increased from \$11,666 to \$14,000 per month! An increase of \$2,334 per month or \$28,008 per year. At \$14,000 per month the annual Host Fee provides the Town with a total contribution of \$168k per year!

Based on the historical disposal volumes from Sanitation (Est; 32 TPD) this provides the Town with an additional off-set of \$21 per ton. With a net \$21 per ton, you're total projected cost for the loading, hauling and disposal via the Transfer Station is only \$97/ per ton.

Andy, we believe this proposal is favorable for the Town and Casella and we look forward to working together for years to come. In the interim, should you require any additional information, or have any questions please feel free to contact me directly at (781) 844-6131.

I look forward to hearing from you. **Stay safe!**

Regards,

Jack Manning
Division Manager

Casella Waste Systems, Inc.

295 Forest Street, Peabody, MA 01960
p. 978.817.3306 | c. 781.844.6131 | f. 978.535.6937

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Kevin Johnson

From: Jack Manning <Jack.Manning@casella.com>
Sent: Wednesday, April 22, 2020 5:23 PM
To: Andrew Pappastergion
Cc: Kevin Johnson; Edward Gilbert; Bob Cappadona; Erin Banfield
Subject: RE: Brookline Curbside Recycling

Andy,

Thank you – we’re well and have been in communication with Ed and Kevin as we all continue to manage through these trying times.

Please find the **response** to your questions below.

I will call you in the am to discuss in more detail and answer any other questions you may have.

Be safe!

Regards,

Jack Manning
Division Manager
Casella Waste Services

295 Forest Street, Peabody, MA 01960
p. 978.817.3306 | c. 781.844.6131 | f. 978.535.6937

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From: Andrew Pappastergion <apappastergion@brooklinema.gov>
Sent: Tuesday, April 21, 2020 12:50 PM
To: Jack Manning <Jack.Manning@casella.com>
Cc: Kevin Johnson <kjohnson@brooklinema.gov>; Edward Gilbert <egilbert@brooklinema.gov>; Bob Cappadona <Bob.Cappadona@casella.com>; Erin Banfield <erin.banfield@casella.com>
Subject: RE: Brookline Curbside Recycling

Jack,

My apologies for the delay in responding but these are crazy times everywhere! I hope you all are doing well and staying safe. With regards to the proposed contract I am in agreement with your explanations for the increases in recycling collection and processing costs beginning in FY21 but am concerned that the costs will be inflated at 3% per year. The current contract costs for SSR collection inflated at 1.9% annually average and there was no inflator for the processing ACR base of \$75. Can we get the inflator for collection down to 2.5%? What is the rationale for inflating the ACR of \$100 each year?

Collection Cost - the 3% increase in years 2 – 5 is predicated on the Prevailing Wage schedule provided by the Town which has labor increasing at an average of 7.5% per year in years 2-4. Given the Market and other indicators associated with equipment, lubricants, etc. the annual inflator of 3% is conservative and presents the Town of Brookline with a best case scenario.

Processing Cost - the 3% increase on the processing cost in years 2-5 is predicated in part on the \$0.75 cent increase in the Massachusetts Minimum Wage up to \$12.75/ per hour effective January 2020. The change in Mass State Law requires the minimum wage increase each year until it reaches \$15.00/ per hour in 2023. The 3% increase does not cover all of our 125 employees working at the Boston MRF. (the \$100 per ton is the cost of processing and not related to the ACR (average commodity revenue) which will vary month to month based on the actual commodity values)

I appreciate your efforts at increasing the Host Fee from \$11,666 to \$14,000 and understand the increase of the per ton cost for MSW to \$118 but feel uncomfortable with both the 3.5% annual inflator and the “right to adjust” language included in the proposal. This language provides no protection for the Town and is too general to accept. Can you perhaps be more specific in what market conditions would warrant a change in rates and by how much? Can we also get the inflator for disposal costs down to 2.5% also as a compromise?

Disposal Cost – the closing of SBLF coupled with the continued moratorium by the State of Massachusetts prohibiting the increase of additional MSW capacity has forced the cost of disposal to increase exponentially over the past several years. In 2020 our cost of disposal for Brookline increased by 20% YOY! Prior to this the average increase in disposal has ranged from a low of 3.0% annually to a high of 12%. The minimum increase of 3.5% is again conservative and projected as a most favorable option for the Town of Brookline.

While Casella is strategically positioned to limit this impact, based on the volatility of the markets and the most recent indicators for disposal we are requesting the option, should it warrant, to provide the Town with the applicable documentation and therefore mutual consideration on an increase in disposal cost we did not otherwise foresee.

I think we are really close in sealing this deal but I need a few more concessions for years 2-5 with the inflators. Get back to me when you can and stay safe and healthy!

Andrew M. Pappastergion

Commissioner of Public Works



Brookline Town Hall
333 Washington Street
Brookline, MA 02445-6853
617-730-2166 | www.brooklinema.gov

From: Jack Manning <Jack.Manning@casella.com>

Sent: Friday, March 27, 2020 11:29 AM

To: Andrew Pappastergion <apappastergion@brooklinema.gov>

Cc: Kevin Johnson <kjohnson@brooklinema.gov>; Edward Gilbert <egilbert@brooklinema.gov>; Bob Cappadona <Bob.Cappadona@casella.com>; Erin Banfield <erin.banfield@casella.com>

Subject: Brookline Curbside Recycling

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2018. Irrespective of the change, Casella has continued to secure alternative end-sites while honoring the disposal pricing as outlined in the original contract to the exclusive benefit of the Town.

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I look forward to hearing from you. **Stay safe!**

Regards,

Jack Manning

Division Manager

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for delivery of the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this e-mail in error, please notify the sender immediately by telephone at +1 978-817-3306.

Contract Price Schedule Years 6-10

Price 1A. Cost per year for collecting of recyclables and delivery to Casella - Charlestown, MA

5 days/week

Year 6	7/1/20-6/30/21	FY 21	<u>\$1,379,050.00</u>
---------------	----------------	-------	-----------------------

Contract Escalator - Price 1A shall be increased by 3% per year as follows:

Year 7	7/1/21-6/30/22	FY22	<u>\$1,420,422.00</u>
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Year 8	7/1/22-6/30/23	FY23	<u>\$1,463,034.00</u>
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Year 9	7/1/23-6/30/24	FY24	<u>\$1,506,925.00</u>
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Year 10	7/1/24-6/30/25	FY25	<u>\$1,552,133.00</u>
----------------	----------------	------	-----------------------

current cost

Fuel Escalator - Year 6	7/1/20-6/30/21	FY 21	<u>\$0</u>
--------------------------------	----------------	-------	------------

The base rate for diesel fuel shall be \$3.50 per gallon. The contract cost of fuel will be based on the Regional U.S. Average On-Highway Diesel Fuel Prices reported by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") for New England (PADD 1A). The fuel adjustment will be calculated annually using the average of the previous year's fuel price and the actual amount of fuel used over the previous year. If the previous year's average price for diesel fuel is above \$3.50, (for example, \$3.60), the difference (\$0.10 in this example) will be multiplied by the previous year's actual fuel usage and 1/12 of that amount will be applied to each month's bill in the upcoming year.

Price 4A. Cost per ton for processing recyclables

Year 6	7/1/20-6/30/21	FY21	<u>\$90.00</u>
---------------	----------------	------	----------------

Year 7	7/1/21-6/30/22	FY22	<u>\$98.00</u>
---------------	----------------	------	----------------

Year 8	7/1/22-6/30/23	FY23	<u>\$106.00</u>
---------------	----------------	------	-----------------

Year 9	7/1/23-6/30/24	FY24	<u>\$112.00</u>
---------------	----------------	------	-----------------

Year 10	7/1/24-6/30/25	FY25	<u>\$118.00</u>
----------------	----------------	------	-----------------

ACR

Price 4B. Revenue sharing to the Town.

Year 6	7/1/20-6/30/21	FY21	<u>80% of ACR-\$90 when ACR>\$90/ton and a dollar for dollar charge of ACR-\$90 when ACR<\$90/ton*</u>
Year 7	7/1/21-6/30/22	FY22	<u>80% of ACR-\$98 when ACR>\$98/ton and a dollar for dollar charge of ACR-\$98 when ACR<\$98/ton*</u>
Year 8	7/1/22-6/30/23	FY23	<u>80% of ACR-\$106 when ACR>\$106 /ton and a dollar for dollar charge of ACR-\$106 when ACR<\$106 /ton*</u>
Year 9	7/1/23-6/30/24	FY24	<u>80% of ACR-\$112 when ACR>\$112 /ton and a dollar for dollar charge of ACR-\$112 when ACR<\$112 /ton*</u>
Year 10	7/1/24-6/30/25	FY25	<u>80% of ACR-\$118 when ACR>\$118 /ton and a dollar for dollar charge of ACR-\$118 when ACR<\$118 /ton*</u>

Note that Price 4A is not a stand-alone price for payment. Payment for Price 4A will be made as part of the revenue sharing agreement in Price 4B.

Note that the prices in this contract are not subject to a CPI-U or any other adjustment.

* See the following Single Stream Pricing explanation and Example Pricing Scenarios.

Single Stream Pricing

Single Stream Recycling Formula:

Residential ACR – Processing Cost = Rebate/Charge

Average Commodity Revenue "(ACR)" - means the current market value for each recyclable commodity (including residue tons) less any direct costs of Processor related to transportation, capital improvements, storage, or marketing of product divided by the total tons of commodities shipped from that facility over the same month.

If recyclables are received from the Generator that materially distort the ACR, causing an excessive shift in value, the Processor reserves the right to make a mid-month ACR adjustment to reflect the value for that month. In addition, if there is a material change in the ACR during any thirty-day period, the Processor reserves the right to make an immediate adjustment to the ACR

Rebate (Charge) - means the percentage of value paid to the Generator when the ACR is greater than the Threshold. When the Rebate is negative, each dollar below the ACR will be charged to the Generator.

Rebate Split = 80% to Generator when ACR is above Threshold

Processing Fee - means the base rate required to process recyclable material (including increases in labor expenses) and to cover capital investments. Processing fee will be increased annually beginning on the anniversary date of the Effective date, and each anniversary date thereafter, to an amount equal to 3%.

Example Pricing Scenarios:

Example Pricing Scenario Based on Today's Market	
ACR = \$5.72/ton	Processing Fee= \$90/ton
Pricing Formula $\\$5.72 - \\$90 = \\$84.28/\text{ton}$	
Rebate/Charge: 80% over Threshold (to Generator) and dollar for dollar below the Threshold (to Processor)	
Net Charge to Generator is \$84.28/ton	