TOWN OF BROOKLINE

Department of Public Works
333 Washington Street
Brookline, MA 02445-6863

NOTICE TO CONTRACTORS
SPECIFICATIONS
PROPOSAL and CONTRACT AGREEMENT
For

CURBSIDE COLLECTION AND PROCESSING OF SINGLE STREAM RECYCLING

CONTRACT No. PW/16-01

This Proposal To Be Opened And Read:
April 22, 2015 at 10:00 AM Local Time

Name of Contractor: Casella Waste Mangement of Massachusetts, Inc.
295 Forest Street
Peabody, MA 01960
Phone: 978-817-3306
Fax: 617-241-3806

SPECIAL NOTICE

A Pre-Bid Meeting will be held on April 15, 2015 at 10:00 AM. All contractors shall meet in the Town Hall, Fourth Floor Conference Room on April 15, 2015 at 10:00 AM.

The following pages shall be filled out completely at the time of bidding:

Proposal	P-1 to P-11

Bid security in the amount of 5% of Bid in a sealed envelope shall be **attached to the outside** of Bid Book envelope.

THIS CONTRACT SHALL BE SUBMITTED INTACT

Contract No. PW/16-01
Curbside Collection and Processing of Single Stream Recycling
BID DUE: April 22, 2015 at 10:00 AM Local Time

The following pages shall be filled out completely subsequent to the time of contract award:

Contractor's Certification	SC-15
Contract	C-1 to C-4

TOWN OF BROOKLINE
NOTICE TO CONTRACTORS

Sealed bids for proposals addressed to the Commissioner of Public Works, Brookline, and endorsed, **"Curbside Collection and Processing of Single Stream Recycling", Contract No. PW/16-01**, will be received at the office of the Brookline Department of Public Works, Town Hall, 333 Washington Street, Fourth Floor, Brookline, Massachusetts, until **Wednesday, April 22, 2015, at 10:00 AM local time**, and at that time will be publicly read in the Fourth Floor Conference Room of the Town Hall.

Project specifications, including proposal forms, may be obtained at the Engineering Office, Town Hall, 333 Washington Street, Fourth Floor, Brookline, Massachusetts, on **Monday, March 30, 2015**, upon payment of a **NON-REFUNDABLE CHARGE OF FIFTY ($50.00) DOLLARS.**

Bid security in the form of a bid bond or certified check in the amount of 5% of the bid payable to the Town of Brookline is required. Bid security shall not be enclosed with the proposal but shall be delivered separately to the office of the Department of Public Works, attached to the outside of the bid proposal.

The successful bidder shall furnish guarantee bonds in the form of a performance bond and a payment bond, each in the amount equal to 100% of the bid, from a surety company satisfactory to the Town.

Minimum wage rates have been fixed by the Massachusetts Department of Labor and Industries and shall be in conformance with Section 26 through Section 27G of Chapter 149 of the Massachusetts General Laws. The Town is an equal opportunity employer and will require compliance with its Affirmative Action program and with the Affirmative Actions stated in Article 4.4 of the Town by-law.

A pre-bid conference advising bidders of bid conditions and Affirmative Action Guidelines will be held in the Town Hall Fourth Floor Conference Room, on **Wednesday, April 15, 2015, at 10:00 AM local time.**

The contract book shall be submitted intact for comparison of bids.

The Commissioner of Public Works reserves the right to reject any or all bids, or to accept any bid, or to defer the start of work operations should he deem it in the best interest of the Town to do so.

Andrew M. Pappastergion
Commissioner of Public Works

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CONTRACT NO. PW/16-01

CURBSIDE COLLECTION AND PROCESSING OF SINGLE STREAM RECYCLING

CURBSIDE COLLECTION AND PROCESSING OF SINGLE STREAM RECYCLING

THIS AGREEMENT dated 6/23, 2015, between Casella Waste Management of Massachusetts, Inc., **qualified to do business in the Commonwealth of Massachusetts** (hereinafter "Contractor", together with its successors or assigns hereunder), a corporation duly organized and existing under the existing laws of the Commonwealth of Massachusetts, and the **TOWN OF BROOKLINE** (hereinafter "Brookline"), a municipal corporation and political subdivision of the Commonwealth of Massachusetts, witnesses as follows:

WHEREAS Brookline solicited proposals for the **"Curbside Collection and Processing of Single Stream Recycling"** from consumers who have their municipal solid waste serviced by the Town;

WHEREAS The Contractor has offered to provide the services sought by Brookline in the **"Curbside Collection and Processing of Single Stream Recycling"**;

NOW, THEREFORE, in consideration of the promises and of the 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 Interpretations

SECTION 1.01 Definitions.

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

"Affiliate" means, 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 with such persons, corporation, firm or entity.

"Agreement" means this Agreement between the Contractor and Brookline.

"Annual Tonnage" means the tons of Recyclable Material collected and hauled per service year in the quantities permitted under Section 6.01.

"Automated Collection" means curbside collection of Recyclable Material with any collection vehicle that is equipped with a hydraulic arm.

"Collection and Haul" means the curbside collection of Recyclable Material generated by the households and commercial establishments that are listed as customers of the Town of Brookline for curbside collection of refuse and the direct haul of the collected Recyclable

Material, including municipally generated and/or collected Recyclable Material to the Recycling Site.

"Collection Fee" means, with respect to each Service Year, the annual fee to be paid to the Contractor for all Recyclable Material collected and hauled. In each Service Year following the first year, the Collection Fee shall be increased by the greater of (a) 2% or (b) the CPI for Boston.

"Collection Route" means the schedule of streets and locations from which Recyclable Material is to be collected during a particular day of the work week. All collection routes and days of collection shall be identical to the collection routes and days of collection established by Brookline.

"Commencement Date" means 12:01 a.m. local time on July 1, 2015, with regard to the collection and hauling of all Recyclable Material.

"Contractor" has the meaning set forth in the preamble to this Agreement.

"Daily" or "Operating Day" means any day of the week other than, (i) a Sunday, (ii) a Saturday or (iii) a legal holiday.

"Effective Date" means July 1, 2015.

"Facility" means the material recovery facility equipped, owned or leased, operated and maintained by the Contractor, including all associated real property, equipment and appurtenances thereto.

"Hauler" means any operator of a vehicle owned or leased by or contracted for and on behalf of Brookline which delivers Recyclable Material to the Facility pursuant to this Agreement.

"Hazardous Waste" means (a) any "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq., or hazardous waste, substance or material as defined under the Toxic Substance Control Act, 15 U.S.C. Sec 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Control Act, 7 U.S.C. Sec 136 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec 1251 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., or "hazardous material " as defined under M.G.L. c. 21E, Sec 2, as each such law may be amended from time to time, and the regulations promulgated thereunder, and any analogous or succeeding federal, state or local law, rule or regulation and any regulations promulgated thereunder, or (b) any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time cannot be held, stored or processed at the Facility because it is hazardous to health, safety or the environment

"Legal Holiday" means New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Bunker Hill Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

"Month" means a calendar month.

"Parties" refers collectively to the Contractor and Brookline.

"Processing Fee" means, with respect to each Service Year, the fee to be paid to the Contractor for processing each ton of Recyclable Material. This fee is charged by the Contractor that processes and markets recyclable materials and covers all net costs associated with the processing and marketing of recyclable materials such as, but not limited to, sorting, baling, marketing, and shipping.

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

"Receiving Times" at the recycling site means 12 hours per day commencing at 6:00 A.M. Monday through Saturday, excluding legal holidays.

"Recyclable Material" is material that has the potential to be recycled and which is not commingled with non-recyclable solid waste or contaminated by significant amounts of toxic substances as per 310 CMR 19.006.

"Recycling Site" means the location to which Recyclable Material is taken.

"Revenue Sharing" is the revenue the Town receives from the Contractor for the recyclables based on a specific formula.

"Semi-Automated Collection" means the curbside collection of recyclable material by means of a collection vehicle that is equipped with toter tipper located in the rear of the vehicle. These vehicles are for small streets (private ways), alleyways, hills and dead ends.

"Service Year" means a twelve (12) month period, beginning on 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 a full Service Year), during which collection and hauling services are provided to Brookline by the Contractor pursuant to this Agreement. The first service year shall commence July 1, 2015.

"Solid Waste" means all materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, rubbish and industrial and commercial waste.

"State" means the Commonwealth of Massachusetts

"Ton" means a short ton of two thousand (2,000) U.S. pounds

"Toter" means a universal cart with an attached lid on two wheels, made of high-density polyethylene That is designed for use in both automated and semi automated curbside recycling collection. Toters are 64 gallon, serial numbered and hot stamped with the Town of Brookline logo.

SECTION 1.02 Interpretation.

The words "herein", "hereby" and "hereof" and such general terms of reference as may be utilized in this Agreement shall refer and 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 plural the singular, unless the context indicates otherwise.

ARTICLE II
Representations

SECTION 2.01 Representations of Brookline.

Brookline makes the following representations as the basis for the undertakings of the part of the Contractor under this Agreement:

(a) Brookline is a municipal corporation and political subdivision of the Commonwealth, duly created and existing under the Constitution and laws of the Commonwealth:

(b) Brookline has full power and legal authority to enter into this Agreement, to carry out the transactions contemplated by this Agreement and to perform its obligations in accordance with the terms of this Agreement.

SECTION 2.02 Representations of the Contractor.

The Contractor makes the following representations as the basis for the undertakings on the part of Brookline under this Agreement:

(a) The Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts, qualified to do business in the Commonwealth of Massachusetts, and is in the business of collecting and hauling Recyclable Material;

(b) The Contractor 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 the Contractor 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 by-laws, as amended to date, or of any securities issued by the Contractor;

(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, of any arbitration or of any governmental or administrative authority, commission or agency, or any indenture, agreement, lease, instrument or other undertaking, to which the Contractor 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 the Contractor, enforceable against the Contractor in accordance with its terms.

ARTICLE III
Term of Agreement

SECTION 3.01 Term of Agreement.

The term of this Agreement shall begin on July 1, 2015 and end on June 30, 2020. Collection and hauling of Recyclable Material shall begin on the Commencement Date unless otherwise agreed to by Brookline or except as otherwise provided herein.

This Agreement is subject to annual appropriation of funds and may be cancelled at Brookline's sole option at any time if funds required for any activity necessary for Brookline's Recycling Program are not appropriated or otherwise made available to support continuation of performance in any fiscal year.

SECTION 3.02 Obligation to Make Recyclable Material Available; Payment of Fees.

(a) So long as the Contractor is in compliance with its obligations under this Agreement, Brookline shall pay or cause to be paid to the Contractor the fees provided herein for the Contractor's proper collection and hauling of Recyclable Material. See section 5.01.

ARTICLE IV
Collection / Haul Covenants; Scope of Services

SECTION 4.01 Compliance.

The Contractor warrants that by the Commencement Date it shall have all federal, state and /or local permits or licenses as are required to carry out its obligations under this Agreement and that during the term of this Agreement it shall carry out its obligations under this Agreement

in compliance with all applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof. The Contractor further warrants that should it contract with any other entity to carry out its obligations under this Agreement, as is presently contemplated for the collection and hauling of Recyclable Material, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof.

SECTION 4.02 Operation.

(a) Operation. The Contractor shall provide automated Collection and Haul of the tonnage of Recyclable Material specified in Section 6.0 for the term specified in Section 3.01. Collection shall occur at curbside in accordance with the provisions of Section 4.03. Materials so taken by the Contractor shall for purposes of the obligations under this Agreement be deemed Recyclable Materials.

SECTION 4.03 Frequency of Collection and Haul; Work Week; Time of Collection.

(a) Frequency of Collection and Haul. The Contractor shall collect Recyclable Material at least once per week from every residential dwelling and commercial building within Brookline which is listed as a customer of Brookline's curbside refuse collection service, including but not limited to: single, 2-, 3-and 4-family buildings, apartment buildings, condominiums and commercial buildings that are being so serviced by Brookline.

The Contractor shall use its best efforts to insure that no Materials other than that to be collected and hauled under the provisions of this agreement shall be placed into the collection vehicles used for Collection and Haul pursuant to the provisions of this Agreement while such vehicles are being used to perform Contractor's obligations under this Contract.

(b) Work Week. The Contractor shall provide automated Collection and Haul of all Recyclable Material on a daily basis during the work week. The Town currently has a 5 day work week commencing on Monday and concluding on Friday. The Town may implement an alternative 4 day work week in connection with this contract. The 4 day work week would commence on Monday and conclude on Thursday.

In either case, no Collection and Haul shall occur on Legal Holidays which fall within the 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. Should Brookline 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 the prior approval of the Public Works Commissioner, a collection route is to be run on a Legal Holiday, the Contractor shall, at its

expense, notify the public in Brookline of the holiday collection by advertisements in local newspapers and on local radio and local access cable TV channels. The Contractor shall also insure that holiday collections can be accepted at the Recycling Site(s) to which the collected Recyclable Material is hauled. There shall be no Collection and Haul on week-ends (Saturday and Sunday) unless such collection is the result of a Legal Holiday during the work week, an emergency or the Contractor has received the prior approval of the Public Works Commissioner.

(c) Time of Collection. The Contractor shall not commence Collection and Haul within Brookline before 7:00 a.m. The Contractor shall use its best efforts to complete the removal of all Recyclable Material from curbside for each daily Collection Route and those collection vehicles used to satisfy the Contractor's obligations shall leave Brookline on or before 4:00 p.m. The Contractor acknowledges and agrees that the timely completion of daily Collection Routes is an essential and material condition of this Agreement. The Contractor shall not permit any Recyclable Material set out for collection on that day's Collection Route, as specified hereunder, to remain uncollected later than 4:00 p.m. of the collection day or overnight at the conclusion of the collection day, unless specifically and expressly permitted in advance by the Public Works Commissioner.

Rain and ordinary snow accumulations shall not be grounds for the cancellation or delay of Collection and Haul in accordance with this Agreement, unless both Parties agree that collection should not occur for safety or health reasons.

(d) Collection from Curbside. The Contractor shall collect all Recyclable Material deposited on the curbside in accordance with all applicable local ordinances, as they may be amended from time to time. The Recyclable Material is to be placed in proper recycling containers and set out by households. The Contractor shall not collect any Materials other than Recyclable Material placed on the curbside.

The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations, unless such roads are declared by the Town to be impassable and must be able to read and understand all traffic signs, signalization and roadway markings.

If any portion of a Collection Route is blocked or inaccessible for any cause, the Contractor shall cause the Recyclable Material set out for collection to be carried to the collection vehicle, unless otherwise directed by the Public Works Commissioner, who shall provide notice and consultation to the Contractor regarding any planned blockage. The Contractor shall be responsible for the Collection and Haul of Recyclable Material only when such Recyclable Materials is placed out for collection in accordance with the provisions of local ordinance and/or Brookline's recycling program. The Contractor shall notify the Public Works Commissioner daily in a prompt manner of all locations at which the Contractor failed to collect Recyclable Material set out and the reason(s) for non-collection.

If during collection, Recyclable Material is spilled onto a street, sidewalk or private property, or if at any time Recyclable Material is spilled or dumped out of a collection vehicle prior to disposal, the Contractor shall immediately cause the spilled Recyclable Material 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 clean-up of the spilled Recyclable Material. The lids, doors and other openings of the collection vehicles shall remain closed between stops and all Recyclable Material shall be securely stored and covered in a collection vehicle prior to the removal of such Recyclable Material from Brookline.

SECTION 4.04 Vehicles.

(a) Automated Collection Vehicles and Equipment. The Contractor shall utilize the number of collection vehicles required to complete the daily work load as required per the contract. The Contractor warrants that by the Commencement Date of this Agreement, it shall own or have the exclusive right to use a sufficient number of collection vehicles, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in the Collection and Haul of all Recyclable Material in accordance with the provisions of this Agreement. Subject to the provisions of Section 4.03(b), Brookline shall have the right to require the Contractor to provide additional vehicles as needed to provide adequate and timely collection and haul in accordance with the requirements of this Agreement. All vehicles used by the Contractor in the performance of this Agreement shall be equipped with, two-way radios or Nextel functioning properly on a frequency that shall not interfere with existing area frequencies. All trucks and equipment shall remain the Contractor's property.

The collection trucks shall be of size and type that is approved by the Town of Brookline. The Town of Brookline may give preference to an RFP response that includes utilizing "green" vehicles for use under this contract. The term "green" refers to vehicles powered by alternate energy sources, such as hybrid engines, etc. The Contractor shall have standby equipment available within a twenty-five (25) mile radius. Collection trucks shall, at all times, be equipped with radios. The Supervisor shall have a Nextel/equivalent working phone that can be in direct contact with the designated representative of Brookline.

All vehicles used in the collection and transportation of recyclable materials shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect recyclable materials in accordance with the terms of this Contract and such sufficiency shall be determined by Brookline. Recycling vehicles will be no more than five (5) years old at any time for the duration of this contract. The Contractor will be responsible for determining the appropriate size of vehicles to ensure that small streets, alleyways, hills, dead ends, etc. that cannot be accessed by traditional vehicles may receive weekly service. Brookline shall have the power, at any time, to order the Contractor to increase the number of vehicles, if in its judgment an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90) days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of one hundred ($250.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by Brookline, but not placed in service by the Contractor.

Bodies for the trucks to be used in the collection and transportation of recycling shall be the enclosed packer-type, with a capacity of not less than then (10) cubic yards by actual measurement. 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 ensured. 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 and local law. The Contractor will be permitted to use auxiliary loading equipment and self-loading bodies.

The Contractor shall also have available, when and if necessary, for constant use so-called "chase" vehicles that will inspect and follow-up each Collection Route daily to assure that collections are made in accordance with the provisions of this Agreement. Such "chase" vehicles shall also be used to check complaints and make immediate collection of Recyclable Material from complainants or where not otherwise properly collected.

The Contractor shall not use collection vehicles used in the performance of its obligations under this Agreement or marked "Town or Brookline Recycling" for any purpose or in any location other than in the performance of this Agreement, unless the Public Works Commissioner or his designee has received prior notice in the following manner. Prior to 7:00 a.m. on any Operating Day, the Contractor shall give notice and identify the collection vehicles which are to be used for collection/haul in Brookline on that Operating Day. Such notice shall also identify when, where and for whom collection vehicles permanently marked as provided in paragraph (b) below will be used on that Operating Day if such use is not for Brookline and shall also identify which collection vehicles permanently marked as provided in paragraph (b) 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 a.m. on any non-Operating Day, the Contractor shall give notice and identify collection vehicles permanently marked as provided in paragraph (b) below which will be used for any purpose other than for the collection/haul of Brookline's Recyclable Material on that day, indicating when, where and for whom such services will be provided.

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

(b) Identification. The Contractor and Brookline 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 permanent and prominent identification of "TOWN OF BROOKLINE RECYCLING" together with Brookline's recycling logo, if any, affixed on all collection vehicles which are substantially dedicated to collection/haul of Brookline's Recyclable Material under this Agreement, provided, however, that all vehicles used for collection/haul of

Brookline's Recyclable Material, whether substantially dedicated to the collection/haul of Brookline's Recyclable Material or not must have prominent identification of "TOWN OF BROOKLINE RECYCLING" and recycling logo affixed to such vehicle while it is engaged in the collection/haul of Brookline's Recyclable Material 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 Brookline.

The Contractor shall clearly display on both sides of each vehicle a sign with lettering at least 12-15 inches high, "Town of Brookline Recycling" with the towns recycling logo as well as the vehicle number (lettered at least six inches high) so that the lettering is easily visible to the public.

If the Contractor services private customers in the town of Brookline, the vehicles that services private customers must be readily distinguishable at a glance from the vehicles servicing municipal customers. Distinguishable methods must be approved by the town of Brookline, such as clearly visible signage stating *Private Collection* or similar wording.

(c) Inspection. The Contractor shall present any and all collection vehicles and other equipment used in Collection and Haul under this Agreement for inspection and approval by the Public Works Commissioner at such times and places as he may reasonably request. Prior to the Commencement Date of this Agreement, the Contractor shall furnish the Public Works Commissioner with a list of all such vehicles including on such list the make, body type and registration for each vehicle. The Contractor shall file updates to this list so than the Public Works Commissioner has at all times an accurate list of vehicles and equipment currently being used by the Contractor in Collection and Haul. The Contractor shall notify the Public works Commissioner prior to the addition of another vehicle or the substitution of any vehicle. Vehicles shall be inspected and approved prior to being used by the Contractor in Collection and Haul under this Agreement. The Contractor shall affix the identifying information required in this Section to any substitute vehicle prior to using such vehicle in Collection and Haul.

(d) Condition. The Contractor shall maintain all collection vehicles, reserve vehicles and all other vehicles and equipment used in Collection and Haul, in good condition and repair, including being neat, clean and uniformly painted, properly identified as provided hereunder throughout the term of this Agreement, so that at no time during the term of this Agreement is the Contractor unable to comply with any and all the provisions of this Agreement due to the condition of its vehicles or equipment. All repairs, maintenance, and cleaning function shall occur off of Town property.

The Contractor shall provide garage and yard for the equipment that is adequate and sufficient to provide all-weather, year-round operation. The Contractor shall make adequate provision for maintenance and prompt repair of collection equipment.

All equipment used for the collection or hauling of recyclable materials shall be thoroughly cleaned and scrubbed both inside and outside, and sprayed with such deodorizing material as may be deemed proper by Brookline at least once each week. All vehicles,

conveyances, containers, and all other equipment of whatever nature which is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by Brookline at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.

The Contractor is responsible for insuring that audible back-up alarms, as required by State law, are functioning properly at all times.

(e) The Town of Brookline estimates that three 33 yard automated compacting collection vehicles and one 18 yard semi automated compacting vehicle will be required to meet the contract obligations. The Town is requiring that at the start of the contract the successful bidder must meet this requirement. Any other vehicles required will comply with Article 4.04.

SECTION 4.05 Employees.

(a) Competence. The Contractor shall supply sufficient personnel, including supervisory and management personnel, to perform Collection and Haul in accordance with the provisions of this Agreement. The Contractor agrees that whenever Brookline notifies the Contractor in writing that an employee of the Contractor while performing Collection and Haul services under this Agreement is incompetent, disorderly, under the influence of liquor 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, the Contractor shall promptly investigate such complaint. If the Contractor is unable to correct the problem, the Contractor shall no longer assign such employee to perform Collection and Haul duties under this Agreement.

(b) Training and Licenses. The Contractor warrants that all vehicle operators shall be trained in public safety, driving safety prior to their commencement of services hereunder, and shall at all times while performing Collection and Haul services under this Agreement, possess and carry the necessary valid and applicable commercial vehicle operator's license issued by the Commonwealth of Massachusetts. The Public Works Commissioner shall have the right to review and approve the public safety and driving safety training provided by the Contractor to all vehicle operators, such approval not to be unreasonably withheld. The Contractor 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 Collection and Haul.

(c) Uniforms. The Contractor's personnel who are employed in the collection of Recyclable Material shall be dressed in suitable uniforms as agreed by the parties and shall be clean and neat in appearance.

SECTION 4.06 Local Operations.

(a) Contractor Representative. The Contractor shall provide a Contractor Representative to whom all orders and directions pertaining to Collection and Haul shall be given by the Public Works Commissioner. The Contractor Representative or a duly authorized designee capable of acting in place of the Contractor Representative, shall be on call and reachable without delay, 24 hours per day, 7 days per week. The Contractor agrees that whenever Brookline notifies the Contractor in writing that the Contractor Representative is incompetent, unresponsive to complaints concerning the level of performance of collection and pick-up services, or is unable to deal with members of the public in a tactful and satisfactory manner, the Contractor shall investigate such complaint. If the Contractor is unable to correct the problem, the Contractor shall no longer assign such individual to serve as the Contractor Representative, and the Contractor shall provide a new contractor Representative.

(b) Presence in Brookline. The Contractor Representative shall be physically present in Brookline at all reasonable times during actual performance of this Agreement, and the Contractor shall maintain adequate telephone service with local telephone numbers and two-way radio service to allow the timely performance of Collection and Haul in accordance with the provisions of this Agreement. The Contractor Representative's vehicle shall be equipped with a mobile telephone.

(c) Complaints. The Contractor Representative shall contact the Public Works Commissioner or his designee at or before 2:30 p.m. during each work day to receive complaints, which the Contractor Representative shall promptly remedy. All complaints regarding collection and pick-up reported before the end of the work day shall be investigated and resolved by the Contractor Representative on the same day, unless otherwise mutually agreed by the Public Works Commissioner and the Contractor Representative.

Failure to resolve any complaint received by 12:00 PM on the same day and after 12:00 PM on the following day, no matter how or when communicated to the Contractor or the Contractor Representative, may result in the imposition of liquidated damages as provided in Section 4.08.

(d) Records. The Contractor Representative shall cause the weigh slips or records registering Brookline's tonnage collected and hauled from the prior work day (or on Monday for the prior Friday, Saturday or Sunday) to be delivered on a daily basis to the Public Works Commissioner or his designee. Prior to departure from Brookline of the last collection vehicle to finish its daily Collection Route, and after that last vehicle has completed its Collection Route, the Contractor Representative shall notify the Public Works Commissioner or his designee of the time when that day's last Collection Route was completed. The Contractor Representative shall make whatever arrangements are necessary at the Contractor's sole expense to insure that no portion of that day's collection route has been missed.

SECTION 4.07 Collection Routes; Establishment of Collection Routes.

The Collection Routes and days of collection shall be identical to the collection routes and days of collection established by Brookline. Should these routes and collection days be modified during the term of this Agreement, such amendments shall be made by the Contractor to its Collection Routes and days so that its recycling collection routes and days of collection are again identical.

No modifications to the Collection Routes approved for implementation on the Commencement Date of this Agreement shall be made without the prior written approval of the Public Works Commissioner.

See Exhibit C for the current 5 days/week collection route map. The weekly mileage is about 140; 20 miles on Monday, 23 miles on Tuesday, 20 miles on Wednesday, 40 miles on Thursday, and 37 miles on Friday. There are about 13,300 residential customers: 4655 single family homes, 8601 multi-family single units (breakdown as units per building-number of buildings: 2-1409, 3-831, 4-116, 5-65, 6-88, 7-39, 8-27, 9-18, 10-14, 11-5, 12-12, 13-2, 14-7, 15-2, 16-5, 17-2, 18-4, 20-2, 21-1, 22-4, 23-1, 24-4, 25-5, 26-2, 27-1, 28-2, 30-2, 31-1, 32-1, 36-1). The percentage of total units picked up each day is 21% on Monday, 20% on Tusday, 21% on Wednesday, 20% on Thursday, and 19% on Friday.

There are 114 commercial units on Town trash service, and half of those on Town recycling service. There are about 70 alleys to be serviced under this Contract. Collection will include municipal buildings and public area recycling containers, see Exhibit B for a description.

See Exhibit D for the proposed 4 days/week alternate collection route map. With 4 days/week collection, the percentage of total units picked up each day would be 31% on Monday, 26% on Tuesday, 24% on Wednesday, and 19% on Thursday.

This information is provided only for estimating what may be required and may be increased or decreased at the sole discretion of the Commissioner and his appointees.

SECTION 4.08 Care of Property.

(a) Care. The Contractor shall use its best efforts to see that its personnel handle the recycling containers with care so that the containers are not damaged. Empty containers shall be left upside down in the approximate place where found. Under no circumstances are containers to be left in the street, gutter, or on the sidewalk in a manner which impedes travel.

(b) Replacement. If in Brookline's judgment, recycling containers are damaged or destroyed by the Contractor's personnel other than as a result of normal wear and tear the Contractor shall at its expense promptly replace the damaged or destroyed recycling container with another approved recycling container.

(c) Property. Any damage done to public and private property by the Contractor's personnel's negligence during Collection and Haul shall be promptly repaired or paid for by the Contractor.

SECTION 4.09 Obligation to Assist the Contractor.

The Contractor shall be responsible for the proper collection and haul of all Recyclable Material loaded into its vehicles or otherwise collected by it in Brookline, with payment by Brookline as provided in Article V. Upon request from the Contractor, Brookline shall use its best efforts to assist the Contractor in determining the location or generator of any Material collected which fails to conform to the definition of Recyclable Material, Brookline further agrees that it will suspend the Contractor's obligation to collect Recyclable Material from such specifically identified location until such time as only Recyclable Material is placed for collection at such location.

SECTION 4.10 Scope of Services

(a) The parties agree that the Contractor shall provide service to Brookline pursuant to this Agreement.

(b) Title to Delivered Materials Title to all materials shall pass to the Contractor upon collection at curbside.

(c) Weight Slips The Contractor shall maintain certified weight records and receipts for deliveries of Recyclable Material to the Facility and shall furnish copies of all such weight records and receipts with each monthly statement. Each weight receipt provided to Brookline shall indicate the following: date, time of day, receipt number, gross and tare weights and the signature of a sworn weigher.

SECTION 4.11 Municipal Buildings and Public Area Recycling Containers/ Haul Covenants

(a) Scope of Services The Contractor shall collect and haul all Recyclables municipally generated from Brookline's municipal offices and municipal buildings including libraries and public schools. The Contractor shall also collect all Recyclables from public area recycling containers. The Contractor shall not be obligated to collect any material which fails to comply with definition of Recyclable Material. The current list of municipal buildings and public area recycling containers is listed in Exhibit B. The Town will increase the number of public area containers with single stream recycling under this contract.

(b) Frequency of Collection and Haul During the term of this Agreement or any extension thereof, the Contractor shall collect Recyclable Material from municipal offices and buildings in accordance with a collection schedule to be determined by the Public Works Commissioner. In addition, the Public Works Commissioner may request collection and haul of Recyclable Material from a particular location(s) on an as-needed basis. The Public Works Commissioner

shall have the right to set the time of collection for each location, which right shall be exercised in a reasonable manner.

(c) Title to Collected Material The Contractor shall take material collected at the time such material is collected, from municipal offices and buildings by loading the same into collection vehicles under its control. All material collected by the Contractor under this section of the Agreement shall be deemed to comply with the definition of Recyclable Material.

ARTICLE V
Fees, Payment

SECTION 5.01 Fees.

The term of this Agreement, the Collection Fee for all Town Recyclable Material collected and hauled by the Contractor shall be as set forth in page P-2.

(a) Monthly Statement: The Contractor shall render to Brookline a monthly statement with all necessary and reasonable supporting documentation, requiring Brookline to pay to the Contractor an amount equal to one twelfth (1/12) the Collection Fee.

Monthly payments required to be paid to the Contractor pursuant to this Section shall be due and payable to the Contractor at the address the Contractor shall designate in writing to Brookline as provided in Article XI, within thirty (30) days from the date of Brookline's receipt of said statement.

(b) Annual Statement: Within fifteen (15) days after the end of each Service Year during the term of this Agreement and at the end of the life of this Agreement, the Contractor shall deliver to Brookline an annual settlement statement which shall show the actual tonnage collected and hauled.

SECTION 5.02 Delayed Payment; Disputes.

(a) In the event of any dispute as to any portion of any monthly or other bill, Brookline shall give written notice of the disputed portion to the Contractor. 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 during any dispute. The Contractor shall give consideration to such dispute and shall advise Brookline with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, 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 Brookline after such determination.

During the pendency of any dispute as to the amounts owed, both Brookline and the Contractor shall continue performing their respective obligations under this Agreement.

ARTICLE VI
Quantities of Recyclable Materials

SECTION 6.01 Annual Tonnage The Contractor shall accept all Recyclable Material collected curbside and all Recyclable Material from Municipal Buildings and Public Area Containers supplied by Brookline regardless of the tonnage of material. The parties agree that there shall be no cap on the annual tonnage nor shall there be any guaranteed minimum annual tonnage of material. The parties further agree that annual tonnage of material may vary from Service Year to Service Year.

SECTION 6.02 Weighing Tonnage.

(a) The Contractor shall utilize motor truck scales which satisfy all applicable government standards and industry guidelines, to weigh all vehicles delivering Recyclable Material as they enter and exit the recycling site at which deliveries of Recyclable Material are made or the scales at the transfer station for the Town of Brookline. Each vehicle shall be weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on a weight record. Such records shall be used by the Contractor as the basis for calculating monthly invoices.

(b) The Contractor shall maintain records of the tonnage of Recyclable Material collected and hauled by the Contractor each day and copies of all of Brookline's weight tickets shall be retained by the Contractor for a period of no less than two (2) years. Brookline shall have the reasonable right to review such weight tickets at either the Contractor's offices or at the recycling site where the scales are located during normal business hours in such a manner as to not interfere with the orderly operation of the site where the scales are located. In addition, copies of such weight tickets shall be delivered to Brookline by the Contractor on a daily basis for the prior collection day.

(c) Brookline or its authorized representative shall also have the right at Brookline's sole expense, to test the accuracy of the truck scales at the site(s) where the scales are located, provided that such tests are made at reasonable times, and do not in any way interfere with the orderly operation of such site. If said scales are not located at the transfer station for Brookline and are not within the accuracy specified in subpart (c) of this Section, the Contractor shall reimburse Brookline for the cost of said test. The Contractor commits to adjust the accuracy of the non Brookline-owned truck scales without cost to Brookline as soon as possible, but not later than five (5) working days from any date upon which such truck scales are determined to be inaccurate. Adjustments to the monthly invoices due to overweighing by the truck scales shall be made as necessary.

(d) Brookline shall have the right without prior notice to request, through the Contract Representative, that any collection vehicle be weighed at any time while such vehicle is within the boundaries of Brookline, provided that such request shall not interfere with the orderly operation of collection and haul services, and further provided that the time expended for such

weighing shall be added to that Operating Day's collection deadline for such vehicle, as provided in Article IV.

ARTICLE VII
Liquidated Damages

SECTION 7.01 Liquidated Damages In addition to its rights under Article VIII, Brookline shall be entitled to assess liquidated damages against the Contractor for its failure to perform the following specified obligations. The Contractor acknowledges and agrees that the liquidated damages provided herein arc not penalties but represent a fair measure of damages which will be sustained by Brookline in the event the Contractor defaults on any of the following specified obligations.

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

1.	Failure to collect Recyclable Material from Municpal Buildings and public area containers in accordance with approved schedule	$500.00 per site per occurrence
2.	Failure to immediately pick-up Recyclable Material spilled during collection	$50.00 per occurrence
3.	Failure to promptly pick-up Recyclable Material spilled during haul in Brookline, or outside the Town boundaries of Brookline if Brookline receives a complaint of such spill	$500.00 per occurrence
4.	Willful mishandling of recycling containers	$25.00 per occurrence
5.	Failure to place recycling containers at approximately the same location upon emptying	$25.00 per occurrence
6.	Following notice of complaint, failure to collect Recyclable Material from a specific location on the same day as the regular Collection Route or by 9:00 a.m. of the following day if so authorized by the Public Works Commissioner	$25.00 per occurrence
7.	Failure to collect Recyclable Material from five (5) or more adjoining locations on the same day as the regular Collection Route or by 9:00 a.m. of the following day if so authorized by the Public Works Commissioner	$500.00 per occurrence
8.	Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from Brookline	$250.00 per day

9.	Failure to finish any single Collection Route by 4:00 p.m, or beginning any route before 7:00 a.m.	$2,000 per day
10.	Failure by the Contractors' Representative to call in prior to the end of each work day to receive and reply to any complaints before collection vehicles leave the Town.	$100.00 per occurrence
11.	Use of unmarked or uninspected collection vehicles	$500.00 per occurrence
12.	Use of a collection vehicle marked "Town of Brookline, Recycling "for the collection and/or haul of Recyclable Material other than under the provisions of this Agreement	$5,000.00 per occurrence
13.	Improper Disposal of Recyclable Materials by Landfilling or Incineration.	$500.00 per occurrence
14.	Failure to leave a checked off notice on material rejected due to contamination or improper preparation.	$25.00
15.	Employee misconduct or incompetent performance including obscenities, dishonesty, or intoxication by alcohol or illegal drugs.	$100.00
16.	Failure to empty public area recycling containers on the scheduled day.	$25.00
17.	Failure to provide all weight slips for all vehicle weighments with monthly invoices.	$500.00 per slip
18.	Rejected Loads. The Contractor will assume the cost of rejected loads.	
19.	Placement of recycling toters such that they obstruct roads, driveways, or mailboxes.	$25 per occurrence
20.	Failure to pick up from any single address more than one time in a given month or three times in a six month period when the driver or Contractor is at fault.	$100 per miss plus reimbursement of subscription fee if more then three misses in a six month period.
21.	Failure to clean vehicle or conveyances as provided for in this Contract.	$100 per occurrence
22.	Failure or neglect to repair or furnish replacement toter meeting the requirements of this Contract within five days.	$200 per container not furnished

23.	Collecting recyclable materials from addresses that do not subscribe to the program.	$200 per occurrence
24.	Failure to report truck breakdown or accident within 30 minutes.	$25 per occurrence
25.	Failure or neglect to furnish a schedule or revised schedule of collection and disposal.	$500 per occurrence
26.	Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed.	$500 per occurrence
27.	Delivering any recycling other than as described in this Contract to disposal sites that will be billed to any one of the Municipalities.	$2,500 per ton
28.	Submitting weight slips for materials not collected through this Contract.	$500 per occurrence
29.	Failure to correct billing error within one week after notification.	$100 per occurrence
30.	Failure to provide prevailing wage rate information as required under this Contract.	$500 per incident

ARTICLE VIII
Default and Remedies: Termination

SECTION 8.01 Events of and Remedies for Default.

(a) Remedies for Default. In the event of the breach by either part 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 (as defined in Paragraph (b) of this Section 8.01) on the part of the other party shall have occurred and be continuing.

(b) Events of Default. 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, 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 one hundred eighty (180) days of such notice.

(c) 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 8.02 Termination of Agreement.

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 the Agreement.

ARTICLE IX
Assignment or Amendment of Agreement

SECTION 9.01 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 as provided in the Event of Default, and 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 (a) herein, the Contractor may not assign, nor delegate its obligations under this Agreement without the express written consent of Brookline, which consent shall not be unreasonably refused, provided however, that the Contractor may assign this contract in connection with a merger, consolidation or sale of substantially all of its assets. If the Contractor makes such assignment, it shall remain responsible for the existing performance bond provided in Section 11.10 until a substitute performance bond is posted by the assignee, the Contractor shall require the assignee post a performance bond, to be renewed annually for the balance of the term of this Agreement equal to the estimated total annual Collection Fee in accordance with Section 11.10. The Contractor's obligation under this Section shall be an essential and material term of this Agreement. Any assignment in violation of this provision is void.

SECTION 9.02 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 of this Agreement may be necessary during the term of this Agreement.

ARTICLE X
Insurance

SECTION 10.01 Claims.

The Contractor herein agrees to purchase and to maintain in a company or companies to which the Town has no reasonable objection, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable:

(a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;

(b) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

(c) claims for damages because of bodily injury, sickness or death of any person other than the Contractor's employees;

(d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any persons as a result of an offense directly or indirectly related to the employment or such person by the Contractor, or (2) 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 10.02 Minimum Limits.

During the term of this Agreement the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder, and in a form satisfactory to Brookline:

a. Statutory Workmen's Compensation and Employer's Liability $200,000

b. Comprehensive General Liability Insurance, including:

1. Independent Contractor's Coverage

2. Contractual Liability Coverage

Limits of Liability should be no less than:

1.	Bodily injury including accidental death - each person	$1,000,000
2.	Bodily injury including Accidental death - each occurrence.	$3,000,000
3.	Property damage each occurrence	$1,000,000
4.	Property damage aggregate during any 12 months	$3,000,000

c. Comprehensive Automobile Liability covering all vehicles used by the Contractor in the course of the work - including owned, non-owned, and hired:

1.	Bodily injury including accidental death - each person	$1,000,000
2.	Bodily injury including accidental death - each person	$3,000,000
3	Property damage - each occurrence	$1,000,000

d. Facility building, equipment and fixtures: insuring against loss or damage by fire and loss or damage covered by the standard extended coverage insurance endorsement on the facility building and fixtures, equipment and site improvements in not less than the following amounts:

1.	Building and Fixtures	Replacement value, deduction not to exceed 2%
2.	Equipment	Replacement value, deduction not to exceed 2%
3.	Site Improvements	Replacement value, deduction not to exceed 2%

SECTION 10.03 Certificates.

After the first year of the contract, not later than June 15, 2016, and every year thereafter on the same date for the term of this Agreement, the Contractor shall furnish Brookline with certificates of insurance, in triplicate, evidencing coverages set forth above and such certificates shall contain a provision that Brookline shall be given thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage. The description of each coverage listed on the certificates shall include an appropriate means of identification. Brookline shall be named as insured party under all policies covering or applicable to Collection and Haul.

ARTICLE XI
Miscellaneous

SECTION 11.01 Indemnity.

Each party shall fully indemnify and hold harmless the other party for any liability, whether in tort, contract, response to government order or threat of same, or other claim, including all expenses, fees, costs and attorneys' fees, resulting from any act or omission arising out of obligations or actions pursuant to this Agreement of itself, its agent, employees, Affiliates, assignees, successors, or associates, but not including any negligent acts or omissions of the party being indemnified hereunder.

SECTION 11.02 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 Brookline:

Town Counsel's Office
Town of Brookline
333 Washington Street
Brookline, MA 02445-6863

or

Commissioner
Department of Public Works
Town of Brookline
333 Washington Street
Brookline, MA 02445-6863
617 / 730-2156

If to the Contractor:

Casella Waste Management of Massachusetts, Inc.

1295 Forest Street

Peabody, MA 01960

Each party may change the address to which notices shall be sent by filing written notice thereof with the other party.

SECTION 11.03 Applicable Law.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION 11.04 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.

SECTION 11.05 Headings.

The Section 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.

SECTION 11.06 Liability of Parties.

The Contractor and Brookline shall each be independently responsible and liable for the maintenance and operation of their respective properties and fulfillment of their respective obligations.

SECTION 11.07 Annual Appropriations.

This Agreement is subject to annual appropriation by the Brookline Town Meeting, and may be terminated in the event that funds are not appropriated.

SECTION 11.08 Separate Agreement.

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

SECTION 11.09 Entire and Complete Agreement.

This Agreement constitutes the entire and complete agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings.

SECTION 11.10 Performance Bond.

The Contractor shall annually provide Brookline with a performance bond securing its satisfactory performance of its obligations under this Agreement. Such bond shall first be submitted to Brookline on award of the contract and not later than June 15, 2015 and annually thereafter on the same date. The performance bond shall be issued by a surety licensed to issue insurance in the Commonwealth of Massachusetts and shall be in a form acceptable to Brookline. The penal amount for each bond shall be equal to the total estimated payments under the Collection Fee and/or Processing Fee for the upcoming Service Year.

SECTION 11.11 Observation of Laws and Regulations.

The Contractor shall comply at all times in the performance of this Agreement with all applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the By Laws and Regulations of the Town of Brookline. In specific, the Contractor shall pay the prescribed rates of wages as determined by the Commonwealth of Massachusetts pursuant to Chapter 149, Section 27F of the General Laws to all employees providing services under this Agreement covered by such wage rates. The prescribed wage rates shall be enforced by the Commonwealth of Massachusetts, Department of Labor and Industries and Brookline will report any known deviation from the prescribed wage rate which comes to its attention to the Commonwealth of Massachusetts. The Contractor further agrees to comply with the provisions of Chapter 149, Section 34 of the General Laws as amended.

This contract shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts. All actions, claims and disputes hereunder shall be presented to a court or agency of the Commonwealth of Massachusetts.

SECTION 11.12 Force Majeure.

"Force Majeure" means any event or condition having a material adverse affect upon the Contractor's or Brookline's ability to perform pursuant to this Agreement if such event or condition is beyond the reasonable control and not the result of willful or negligent action or a lack of reasonable diligence of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Agreement. The foregoing provision 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. "Force Majeure" events or conditions may include, but are not restricted to, events or conditions of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which affect, impact or impede the Contractor's or Brookline's operations.

In the event of a Force Majeure, the non-performing party shall not be deemed to have violated its obligations under this Agreement and the time for performance of any obligation shall be extended by a period of time necessary to overcome the adverse effects of the Force

Majeure event or condition. This provision shall not relieve the non-performing party from using all reasonable efforts to overcome or remove such Force Majeure Event as soon as legally possible, or from providing prompt notice to the other party of the Force Majeure event or condition. Such notice shall disclose the nature of the Force Majeure event or condition and the estimated length of delay.

SECTION 11.13 Change in Law; Costs.

(a) Definition, "Change in Law" means any of the following events or conditions occurring after the Effective Date of this Agreement which has a material adverse affect on the Contractor's ability to perform its obligations under this Agreement, if such event or condition is beyond the reasonable control of the Contractor, and not the result of willful or negligent action on the part of the Contractor:

(i) the adoption, promulgation, issuance, modification or official change in interpretation after the Effective Date of this Agreement of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, ruling, requirement 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 governmental body, administrative agency or governmental official having jurisdiction;

(ii) 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 of the Contractor, provided that the contesting in good faith or the failure to contest in good faith, of any such order and/or judgment shall not constitute or be construed as a willful or negligent action or lack of reasonable diligence on the part or the Contractor; or

(iii) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization, or approval legally necessary and essential to the performance of the Contractor's obligations under this Agreement, if it is not the result of willful or negligent action on the part of the Contractor, provided that the contesting in good faith or the failure to contest in good faith, of any such suspension, termination, interruption or failure to renew shall not be construed as willful or negligent action on the part of the Contractor,

(b) Costs. "Change in Law Cost" means for any period and for any Change in Law, the amount, if any, of the increased operating and/or capital cost pertaining to the collection and hauling of the Recyclable Material and attributable to services rendered by the Contractor under this Agreement, including any amounts resulting from increases in the amount of any tax payable by, said taxes to include only those taxes assessed directly upon the collection or haul of Brookline's Recyclable Material and shall exclude such general business taxes as income, sales, and payroll taxes. For purposes of this section, the Change in Law Cost pertaining to capital costs shall be limited to the annual depreciation charge for such capital investment, calculated in accordance with generally accepted accounting principles.

(c) Payment. For each Change in Law that causes the Contractor to sustain a Change in Law Cost, the Contractor shall inform Brookline of the nature and cause of the Change in Law, as well as the Change in Law Cost incurred or to be incurred by the Contractor and shall supply Brookline with such reasonable financial information as requested by Brookline regarding the Change in Law Cost. Thereafter, Brookline shall pay the Contractor 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 of Section 11.13 The Change in Law Cost shall not be added to the Collection Fee nor adjusted in accordance with Section 5.01. If a Change in Law Cost is expected to be incurred beginning at a point in time after the commencement of any Service Year, the Contractor shall be entitled to receive such cost only at or after the point in time at which such cost is actually incurred.

(d) Right of Termination. If such Change in Law cost per ton exceeds 25% of the then current contract cost, inasmuch as this is a force majeure event, Brookline shall have the option of terminating this Agreement.

SECTION 11.14 Education

(a) Annual Education Program. The Collection and Haul Contractor shall aid the Town of Brookline in the promotion of recycling. The Collection and Haul Contractor will sponsor outreach efforts such as participating in community events, or educational presentations by a professional at elementary schools during each year of the contract, or assistance in funding for outreach or technical assistance. The amount for outreach funding and sponsorship of activities will be determined by a formula of one dollar ($1.00) per participating household, per year.

(b) Warning Sticker. The Contractor shall provide warning sticker with a violation check list and affix them to illegal waste. The Town will aid in the design of the warning stickers.

SECTION 11.15 Records and Access

The Contractor shall maintain records of amounts of Recyclable Material delivered. The Contractor shall maintain books and records in accordance with generally accepted accounting principles and practices. The Contractor shall also make available to Brookline all books and records necessary to verify the amount of material delivered by Brookline.

SECTION 11.16 No Waiver Implied

No failure or delay on the part of a party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any right or remedy preclude any other or future exercise thereof or the exercise of any other right

SECTION 11.17 Access

Brookline shall have the right to access (for purposes of inspection, monitoring, and conducting tours) to all portions of the facility at all reasonable times. Brookline's rights of access shall be conditioned upon compliance with reasonable Contractor safety rules and regulations.

EXHIBIT A

SINGLE STREAM RECYCLING PROGRAM

RECYCLABLE MATERIAL

Recyclable Material includes: paper (see Acceptable Paper described below), glass containers (clear and colored), metal containers (tin cans), aluminum cans, clean aluminum trays, food containers and foil, plastic containers Nos. 1-7 and any other materials that may be added to the recycling stream, either by government regulations or mutual agreement of both parties. (Labels, caps, lids, covers, rings, etc. do not have to be removed).

ACCEPTABLE PAPER

Office Paper: (pen, pencil, marker, crayon or paint marks OK): Accounting Ledger, Greeting Cards, Advertisements, Goldenrod Envelopes & Paper, Booklets, Inter-Office Memorandum, Brown Kraft Envelopes, Legal Pads, Brown Envelopes, Letterhead Stationary, Brown File Folders, Loose-leaf Pages, Color Office Paper, NCR (no carbon required), Computer Print-Out, Pamphlets, Construction Paper, Posters & Bulletins, Copy Paper Wrappers, Receipts, Copy &Typing Paper, Scratch Pads, Envelopes with Windows, Notebook Paper, Fax & Telex Sheets, Tabulating & Time Cards, File Folders, White Office Paper,

Newspaper: All Ground Papers, Magazines, Newspapers, Phone Books, Pocket Novels, Soft Cover Books

Cardboard: Brown Paper, Corrugated Cardboard

NOTE: Paper Clips, staples and rubber bands do not have to be removed from acceptable paper.

NOT ACCEPTABLE

Blue Print Paper, Carbon Paper, Contaminated, Paper (with food or waste), Kleenex and Toilet Paper, Paper Cups, Plates and Towels, Styrofoam

EXHIBIT B

MUNICIPAL BUILDINGS AND PUBLIC AREA RECYCLING CONTAINERS

Municipal Recycling Toters

Town Hall	15
Health Department	3
Police Department	7
Senior Center	3
3 Libraries	15
Recreation Centers	5
DPW Buildings	10
Center Street Recycling Center	10

School Department

10 schools @ 11 toters average per school
6 yard rear loading recycling cardboard compactor

Public Area Recycling Containers (Big Belly Solar)

The Town has 47 Single Stream Recycling containers at the locations below. All are accessible as some are located in parks throughout the town. Contractors are required to download software and respond to alerts on units which average 3-5 stops per day in the busy season.

Harvard St (Stop & Shop)
Harvard St & Longwood Ave (Bruegger's Bagels)
481 Harvard St & Lawton St (Massage Envy)
Beacon St & Carlton St (NE Corner)
Near Beacon St & St. Mary's (Near Whole Foods)
500 Harvard St & Kenwood St (Rubin's Delicatessen)
SE Beacon & Washington (Athan's Bakery)
Beacon St & St. Mary's St (south side Taberna de Haro)
Harvard St & Verndale St (T.J. Maxx)
Washington St & Harvard St
1388 Beacon St (SAS Comfort Shoes)
Baker School PG @ BasketBall Court
Clark Playground
William Billy Ward Playground
Soule Recreation @ Splash Pad
Soule Recreation @ Upper Playground
Driscoll School Playground
Emerson Garden @ Davis/Emerson
Griggs Park

Baker School Field @ Playground Entrance Off Beverly Road
Billy Ward Playground (Brook St)
Harvard St (Eastside) at Babcock St (Southside)
Beacon St./Washington Sq. NE
393 Washington St (Nail Con)
Beacon St between Corey & Williston
Harvard St and Beacon St (NW)
Harvard St and Beacon St SW
Putterham Rotary @ crosswalk
Harvard St (Eastside) at Green St (Southside)
Harvard St & Stearns Rd (Southside)
Washington St & Beacon St (NW corner)
Harvard St & Marion St (Southside)
Beacon St & Washington St (Starbucks)
Coolidge Corner Theater
Harvard St (Westside) opposite Babcock St
Beacon St & Webster St (Eastside)
Harvard St at Howard Place (Northside)
Washington St at Station near T
Beacon St & Centre St (Eastside)
Harvard St & Webster St (Southside)
Washington St & Beacon St (SW Corner)
Beacon St & Tappan St
Washington St at Andem Place near T
Harvard St between Linden St and Webster Pl
Harvard St & Beacon St (NE Corner)
Harvard St and Beacon St SE

TOWN OF BROOKLINE
NOTICE TO CONTRACTORS

Sealed bids for proposals addressed to the Commissioner of Public Works, Brookline, and endorsed, **"Curbside Collection and Processing of Single Stream Recycling", Contract No. PW/16-01**, will be received at the office of the Brookline Department of Public Works, Town Hall, 333 Washington Street, Fourth Floor, Brookline, Massachusetts, until **Wednesday, April 22, 2015, at 10:00 AM local time**, and at that time will be publicly read in the Fourth Floor Conference Room of the Town Hall.

Project specifications, including proposal forms, may be obtained at the Engineering Office, Town Hall, 333 Washington Street, Fourth Floor, Brookline, Massachusetts, on **Monday, March 30, 2015**, upon payment of a **NON-REFUNDABLE CHARGE OF FIFTY ($50.00) DOLLARS.**

Bid security in the form of a bid bond or certified check in the amount of 5% of the bid payable to the Town of Brookline is required. Bid security shall not be enclosed with the proposal but shall be delivered separately to the office of the Department of Public Works, attached to the outside of the bid proposal.

The successful bidder shall furnish guarantee bonds in the form of a performance bond and a payment bond, each in the amount equal to 100% of the bid, from a surety company satisfactory to the Town.

Minimum wage rates have been fixed by the Massachusetts Department of Labor and Industries and shall be in conformance with Section 26 through Section 27G of Chapter 149 of the Massachusetts General Laws. The Town is an equal opportunity employer and will require compliance with its Affirmative Action program and with the Affirmative Actions stated in Article 4.4 of the Town by-law.

A pre-bid conference advising bidders of bid conditions and Affirmative Action Guidelines will be held in the Town Hall Fourth Floor Conference Room, on **Wednesday, April 15, 2015, at 10:00 AM local time.**

The contract book shall be submitted intact for comparison of bids.

The Commissioner of Public Works reserves the right to reject any or all bids, or to accept any bid, or to defer the start of work operations should he deem it in the best interest of the Town to do so.

Andrew M. Pappastergion
Commissioner of Public Works

INDEX PAGE

CONTRACT NO. PW/16-01

CURBSIDE COLLECTION AND PROCESSING OF SINGLE STREAM RECYCLING

CURBSIDE COLLECTION AND PROCESSING OF SINGLE STREAM RECYCLING

THIS AGREEMENT dated 6/23, 2015, between Casella Waste Management of Massachusetts, Inc., **qualified to do business in the Commonwealth of Massachusetts** (hereinafter "Contractor", together with its successors or assigns hereunder), a corporation duly organized and existing under the existing laws of the Commonwealth of Massachusetts, and the **TOWN OF BROOKLINE** (hereinafter "Brookline"), a municipal corporation and political subdivision of the Commonwealth of Massachusetts, witnesses as follows:

WHEREAS Brookline solicited proposals for the **"Curbside Collection and Processing of Single Stream Recycling"** from consumers who have their municipal solid waste serviced by the Town;

WHEREAS The Contractor has offered to provide the services sought by Brookline in the **"Curbside Collection and Processing of Single Stream Recycling"**;

NOW, THEREFORE, in consideration of the promises and of the 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 Interpretations

SECTION 1.01 Definitions.

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

"Affiliate" means, 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 with such persons, corporation, firm or entity.

"Agreement" means this Agreement between the Contractor and Brookline.

"Annual Tonnage" means the tons of Recyclable Material collected and hauled per service year in the quantities permitted under Section 6.01.

"Automated Collection" means curbside collection of Recyclable Material with any collection vehicle that is equipped with a hydraulic arm.

"Collection and Haul" means the curbside collection of Recyclable Material generated by the households and commercial establishments that are listed as customers of the Town of Brookline for curbside collection of refuse and the direct haul of the collected Recyclable

Material, including municipally generated and/or collected Recyclable Material to the Recycling Site.

"Collection Fee" means, with respect to each Service Year, the annual fee to be paid to the Contractor for all Recyclable Material collected and hauled. In each Service Year following the first year, the Collection Fee shall be increased by the greater of (a) 2% or (b) the CPI for Boston.

"Collection Route" means the schedule of streets and locations from which Recyclable Material is to be collected during a particular day of the work week. All collection routes and days of collection shall be identical to the collection routes and days of collection established by Brookline.

"Commencement Date" means 12:01 a.m. local time on July 1, 2015, with regard to the collection and hauling of all Recyclable Material.

"Contractor" has the meaning set forth in the preamble to this Agreement.

"Daily" or "Operating Day" means any day of the week other than, (i) a Sunday, (ii) a Saturday or (iii) a legal holiday.

"Effective Date" means July 1, 2015.

"Facility" means the material recovery facility equipped, owned or leased, operated and maintained by the Contractor, including all associated real property, equipment and appurtenances thereto.

"Hauler" means any operator of a vehicle owned or leased by or contracted for and on behalf of Brookline which delivers Recyclable Material to the Facility pursuant to this Agreement.

"Hazardous Waste" means (a) any "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq., or hazardous waste, substance or material as defined under the Toxic Substance Control Act, 15 U.S.C. Sec 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Control Act, 7 U.S.C. Sec 136 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec 1251 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., or "hazardous material " as defined under M.G.L. c. 21E, Sec 2, as each such law may be amended from time to time, and the regulations promulgated thereunder, and any analogous or succeeding federal, state or local law, rule or regulation and any regulations promulgated thereunder, or (b) any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time cannot be held, stored or processed at the Facility because it is hazardous to health, safety or the environment

"State" means the Commonwealth of Massachusetts

"Ton" means a short ton of two thousand (2,000) U.S. pounds

"Toter" means a universal cart with an attached lid on two wheels, made of high-density polyethylene That is designed for use in both automated and semi automated curbside recycling collection. Toters are 64 gallon, serial numbered and hot stamped with the Town of Brookline logo.

SECTION 1.02 Interpretation.

The words "herein", "hereby" and "hereof" and such general terms of reference as may be utilized in this Agreement shall refer and 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 plural the singular, unless the context indicates otherwise.

ARTICLE II
Representations

SECTION 2.01 Representations of Brookline.

Brookline makes the following representations as the basis for the undertakings of the part of the Contractor under this Agreement:

(a) Brookline is a municipal corporation and political subdivision of the Commonwealth, duly created and existing under the Constitution and laws of the Commonwealth:

(b) Brookline has full power and legal authority to enter into this Agreement, to carry out the transactions contemplated by this Agreement and to perform its obligations in accordance with the terms of this Agreement.

SECTION 2.02 Representations of the Contractor.

The Contractor makes the following representations as the basis for the undertakings on the part of Brookline under this Agreement:

(a) The Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts, qualified to do business in the Commonwealth of Massachusetts, and is in the business of collecting and hauling Recyclable Material;

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

in compliance with all applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof. The Contractor further warrants that should it contract with any other entity to carry out its obligations under this Agreement, as is presently contemplated for the collection and hauling of Recyclable Material, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof.

SECTION 4.02 Operation.

(a) Operation. The Contractor shall provide automated Collection and Haul of the tonnage of Recyclable Material specified in Section 6.0 for the term specified in Section 3.01. Collection shall occur at curbside in accordance with the provisions of Section 4.03. Materials so taken by the Contractor shall for purposes of the obligations under this Agreement be deemed Recyclable Materials.

SECTION 4.03 Frequency of Collection and Haul; Work Week; Time of Collection.

(a) Frequency of Collection and Haul. The Contractor shall collect Recyclable Material at least once per week from every residential dwelling and commercial building within Brookline which is listed as a customer of Brookline's curbside refuse collection service, including but not limited to: single, 2-, 3-and 4-family buildings, apartment buildings, condominiums and commercial buildings that are being so serviced by Brookline.

The Contractor shall use its best efforts to insure that no Materials other than that to be collected and hauled under the provisions of this agreement shall be placed into the collection vehicles used for Collection and Haul pursuant to the provisions of this Agreement while such vehicles are being used to perform Contractor's obligations under this Contract.

(b) Work Week. The Contractor shall provide automated Collection and Haul of all Recyclable Material on a daily basis during the work week. The Town currently has a 5 day work week commencing on Monday and concluding on Friday. The Town may implement an alternative 4 day work week in connection with this contract. The 4 day work week would commence on Monday and conclude on Thursday.

In either case, no Collection and Haul shall occur on Legal Holidays which fall within the 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. Should Brookline 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 the prior approval of the Public Works Commissioner, a collection route is to be run on a Legal Holiday, the Contractor shall, at its

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 clean-up of the spilled Recyclable Material. The lids, doors and other openings of the collection vehicles shall remain closed between stops and all Recyclable Material shall be securely stored and covered in a collection vehicle prior to the removal of such Recyclable Material from Brookline.

SECTION 4.04 Vehicles.

(a) Automated Collection Vehicles and Equipment. The Contractor shall utilize the number of collection vehicles required to complete the daily work load as required per the contract. The Contractor warrants that by the Commencement Date of this Agreement, it shall own or have the exclusive right to use a sufficient number of collection vehicles, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in the Collection and Haul of all Recyclable Material in accordance with the provisions of this Agreement. Subject to the provisions of Section 4.03(b), Brookline shall have the right to require the Contractor to provide additional vehicles as needed to provide adequate and timely collection and haul in accordance with the requirements of this Agreement. All vehicles used by the Contractor in the performance of this Agreement shall be equipped with, two-way radios or Nextel functioning properly on a frequency that shall not interfere with existing area frequencies. All trucks and equipment shall remain the Contractor's property.

The collection trucks shall be of size and type that is approved by the Town of Brookline. The Town of Brookline may give preference to an RFP response that includes utilizing "green" vehicles for use under this contract. The term "green" refers to vehicles powered by alternate energy sources, such as hybrid engines, etc. The Contractor shall have standby equipment available within a twenty-five (25) mile radius. Collection trucks shall, at all times, be equipped with radios. The Supervisor shall have a Nextel/equivalent working phone that can be in direct contact with the designated representative of Brookline.

All vehicles used in the collection and transportation of recyclable materials shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect recyclable materials in accordance with the terms of this Contract and such sufficiency shall be determined by Brookline. Recycling vehicles will be no more than five (5) years old at any time for the duration of this contract. The Contractor will be responsible for determining the appropriate size of vehicles to ensure that small streets, alleyways, hills, dead ends, etc. that cannot be accessed by traditional vehicles may receive weekly service. Brookline shall have the power, at any time, to order the Contractor to increase the number of vehicles, if in its judgment an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90) days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of one hundred ($250.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by Brookline, but not placed in service by the Contractor.

Brookline's Recyclable Material, whether substantially dedicated to the collection/haul of Brookline's Recyclable Material or not must have prominent identification of "TOWN OF BROOKLINE RECYCLING" and recycling logo affixed to such vehicle while it is engaged in the collection/haul of Brookline's Recyclable Material 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 Brookline.

The Contractor shall clearly display on both sides of each vehicle a sign with lettering at least 12-15 inches high, "Town of Brookline Recycling" with the towns recycling logo as well as the vehicle number (lettered at least six inches high) so that the lettering is easily visible to the public.

If the Contractor services private customers in the town of Brookline, the vehicles that services private customers must be readily distinguishable at a glance from the vehicles servicing municipal customers. Distinguishable methods must be approved by the town of Brookline, such as clearly visible signage stating *Private Collection* or similar wording.

(c) Inspection. The Contractor shall present any and all collection vehicles and other equipment used in Collection and Haul under this Agreement for inspection and approval by the Public Works Commissioner at such times and places as he may reasonably request. Prior to the Commencement Date of this Agreement, the Contractor shall furnish the Public Works Commissioner with a list of all such vehicles including on such list the make, body type and registration for each vehicle. The Contractor shall file updates to this list so than the Public Works Commissioner has at all times an accurate list of vehicles and equipment currently being used by the Contractor in Collection and Haul. The Contractor shall notify the Public works Commissioner prior to the addition of another vehicle or the substitution of any vehicle. Vehicles shall be inspected and approved prior to being used by the Contractor in Collection and Haul under this Agreement. The Contractor shall affix the identifying information required in this Section to any substitute vehicle prior to using such vehicle in Collection and Haul.

(d) Condition. The Contractor shall maintain all collection vehicles, reserve vehicles and all other vehicles and equipment used in Collection and Haul, in good condition and repair, including being neat, clean and uniformly painted, properly identified as provided hereunder throughout the term of this Agreement, so that at no time during the term of this Agreement is the Contractor unable to comply with any and all the provisions of this Agreement due to the condition of its vehicles or equipment. All repairs, maintenance, and cleaning function shall occur off of Town property.

The Contractor shall provide garage and yard for the equipment that is adequate and sufficient to provide all-weather, year-round operation. The Contractor shall make adequate provision for maintenance and prompt repair of collection equipment.

All equipment used for the collection or hauling of recyclable materials shall be thoroughly cleaned and scrubbed both inside and outside, and sprayed with such deodorizing material as may be deemed proper by Brookline at least once each week. All vehicles,

SECTION 4.06 Local Operations.

(a) Contractor Representative. The Contractor shall provide a Contractor Representative to whom all orders and directions pertaining to Collection and Haul shall be given by the Public Works Commissioner. The Contractor Representative or a duly authorized designee capable of acting in place of the Contractor Representative, shall be on call and reachable without delay, 24 hours per day, 7 days per week. The Contractor agrees that whenever Brookline notifies the Contractor in writing that the Contractor Representative is incompetent, unresponsive to complaints concerning the level of performance of collection and pick-up services, or is unable to deal with members of the public in a tactful and satisfactory manner, the Contractor shall investigate such complaint. If the Contractor is unable to correct the problem, the Contractor shall no longer assign such individual to serve as the Contractor Representative, and the Contractor shall provide a new contractor Representative.

(b) Presence in Brookline. The Contractor Representative shall be physically present in Brookline at all reasonable times during actual performance of this Agreement, and the Contractor shall maintain adequate telephone service with local telephone numbers and two-way radio service to allow the timely performance of Collection and Haul in accordance with the provisions of this Agreement. The Contractor Representative's vehicle shall be equipped with a mobile telephone.

(c) Complaints. The Contractor Representative shall contact the Public Works Commissioner or his designee at or before 2:30 p.m. during each work day to receive complaints, which the Contractor Representative shall promptly remedy. All complaints regarding collection and pick-up reported before the end of the work day shall be investigated and resolved by the Contractor Representative on the same day, unless otherwise mutually agreed by the Public Works Commissioner and the Contractor Representative.

Failure to resolve any complaint received by 12:00 PM on the same day and after 12:00 PM on the following day, no matter how or when communicated to the Contractor or the Contractor Representative, may result in the imposition of liquidated damages as provided in Section 4.08.

(d) Records. The Contractor Representative shall cause the weigh slips or records registering Brookline's tonnage collected and hauled from the prior work day (or on Monday for the prior Friday, Saturday or Sunday) to be delivered on a daily basis to the Public Works Commissioner or his designee. Prior to departure from Brookline of the last collection vehicle to finish its daily Collection Route, and after that last vehicle has completed its Collection Route, the Contractor Representative shall notify the Public Works Commissioner or his designee of the time when that day's last Collection Route was completed. The Contractor Representative shall make whatever arrangements are necessary at the Contractor's sole expense to insure that no portion of that day's collection route has been missed.

(c) Property. Any damage done to public and private property by the Contractor's personnel's negligence during Collection and Haul shall be promptly repaired or paid for by the Contractor.

SECTION 4.09 Obligation to Assist the Contractor.

The Contractor shall be responsible for the proper collection and haul of all Recyclable Material loaded into its vehicles or otherwise collected by it in Brookline, with payment by Brookline as provided in Article V. Upon request from the Contractor, Brookline shall use its best efforts to assist the Contractor in determining the location or generator of any Material collected which fails to conform to the definition of Recyclable Material, Brookline further agrees that it will suspend the Contractor's obligation to collect Recyclable Material from such specifically identified location until such time as only Recyclable Material is placed for collection at such location.

SECTION 4.10 Scope of Services

(a) The parties agree that the Contractor shall provide service to Brookline pursuant to this Agreement.

(b) Title to Delivered Materials Title to all materials shall pass to the Contractor upon collection at curbside.

(c) Weight Slips The Contractor shall maintain certified weight records and receipts for deliveries of Recyclable Material to the Facility and shall furnish copies of all such weight records and receipts with each monthly statement. Each weight receipt provided to Brookline shall indicate the following: date, time of day, receipt number, gross and tare weights and the signature of a sworn weigher.

SECTION 4.11 Municipal Buildings and Public Area Recycling Containers/ Haul Covenants

(a) Scope of Services The Contractor shall collect and haul all Recyclables municipally generated from Brookline's municipal offices and municipal buildings including libraries and public schools. The Contractor shall also collect all Recyclables from public area recycling containers. The Contractor shall not be obligated to collect any material which fails to comply with definition of Recyclable Material. The current list of municipal buildings and public area recycling containers is listed in Exhibit B. The Town will increase the number of public area containers with single stream recycling under this contract.

(b) Frequency of Collection and Haul During the term of this Agreement or any extension thereof, the Contractor shall collect Recyclable Material from municipal offices and buildings in accordance with a collection schedule to be determined by the Public Works Commissioner. In addition, the Public Works Commissioner may request collection and haul of Recyclable Material from a particular location(s) on an as-needed basis. The Public Works Commissioner

ARTICLE VI
Quantities of Recyclable Materials

SECTION 6.01 Annual Tonnage The Contractor shall accept all Recyclable Material collected curbside and all Recyclable Material from Municipal Buildings and Public Area Containers supplied by Brookline regardless of the tonnage of material. The parties agree that there shall be no cap on the annual tonnage nor shall there be any guaranteed minimum annual tonnage of material. The parties further agree that annual tonnage of material may vary from Service Year to Service Year.

SECTION 6.02 Weighing Tonnage.

(a) The Contractor shall utilize motor truck scales which satisfy all applicable government standards and industry guidelines, to weigh all vehicles delivering Recyclable Material as they enter and exit the recycling site at which deliveries of Recyclable Material are made or the scales at the transfer station for the Town of Brookline. Each vehicle shall be weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on a weight record. Such records shall be used by the Contractor as the basis for calculating monthly invoices.

(b) The Contractor shall maintain records of the tonnage of Recyclable Material collected and hauled by the Contractor each day and copies of all of Brookline's weight tickets shall be retained by the Contractor for a period of no less than two (2) years. Brookline shall have the reasonable right to review such weight tickets at either the Contractor's offices or at the recycling site where the scales are located during normal business hours in such a manner as to not interfere with the orderly operation of the site where the scales are located. In addition, copies of such weight tickets shall be delivered to Brookline by the Contractor on a daily basis for the prior collection day.

(c) Brookline or its authorized representative shall also have the right at Brookline's sole expense, to test the accuracy of the truck scales at the site(s) where the scales are located, provided that such tests are made at reasonable times, and do not in any way interfere with the orderly operation of such site. If said scales are not located at the transfer station for Brookline and are not within the accuracy specified in subpart (c) of this Section, the Contractor shall reimburse Brookline for the cost of said test. The Contractor commits to adjust the accuracy of the non Brookline-owned truck scales without cost to Brookline as soon as possible, but not later than five (5) working days from any date upon which such truck scales are determined to be inaccurate. Adjustments to the monthly invoices due to overweighing by the truck scales shall be made as necessary.

(d) Brookline shall have the right without prior notice to request, through the Contract Representative, that any collection vehicle be weighed at any time while such vehicle is within the boundaries of Brookline, provided that such request shall not interfere with the orderly operation of collection and haul services, and further provided that the time expended for such

9.	Failure to finish any single Collection Route by 4:00 p.m, or beginning any route before 7:00 a.m.	$2,000 per day
10.	Failure by the Contractors' Representative to call in prior to the end of each work day to receive and reply to any complaints before collection vehicles leave the Town.	$100.00 per occurrence
11.	Use of unmarked or uninspected collection vehicles	$500.00 per occurrence
12.	Use of a collection vehicle marked "Town of Brookline, Recycling "for the collection and/or haul of Recyclable Material other than under the provisions of this Agreement	$5,000.00 per occurrence
13.	Improper Disposal of Recyclable Materials by Landfilling or Incineration.	$500.00 per occurrence
14.	Failure to leave a checked off notice on material rejected due to contamination or improper preparation.	$25.00
15.	Employee misconduct or incompetent performance including obscenities, dishonesty, or intoxication by alcohol or illegal drugs.	$100.00
16.	Failure to empty public area recycling containers on the scheduled day.	$25.00
17.	Failure to provide all weight slips for all vehicle weighments with monthly invoices.	$500.00 per slip
18.	Rejected Loads. The Contractor will assume the cost of rejected loads.	
19.	Placement of recycling toters such that they obstruct roads, driveways, or mailboxes.	$25 per occurrence
20.	Failure to pick up from any single address more than one time in a given month or three times in a six month period when the driver or Contractor is at fault.	$100 per miss plus reimbursement of subscription fee if more then three misses in a six month period.
21.	Failure to clean vehicle or conveyances as provided for in this Contract.	$100 per occurrence
22.	Failure or neglect to repair or furnish replacement toter meeting the requirements of this Contract within five days.	$200 per container not furnished

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 one hundred eighty (180) days of such notice.

(c) 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 8.02 Termination of Agreement.

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 the Agreement.

ARTICLE IX
Assignment or Amendment of Agreement

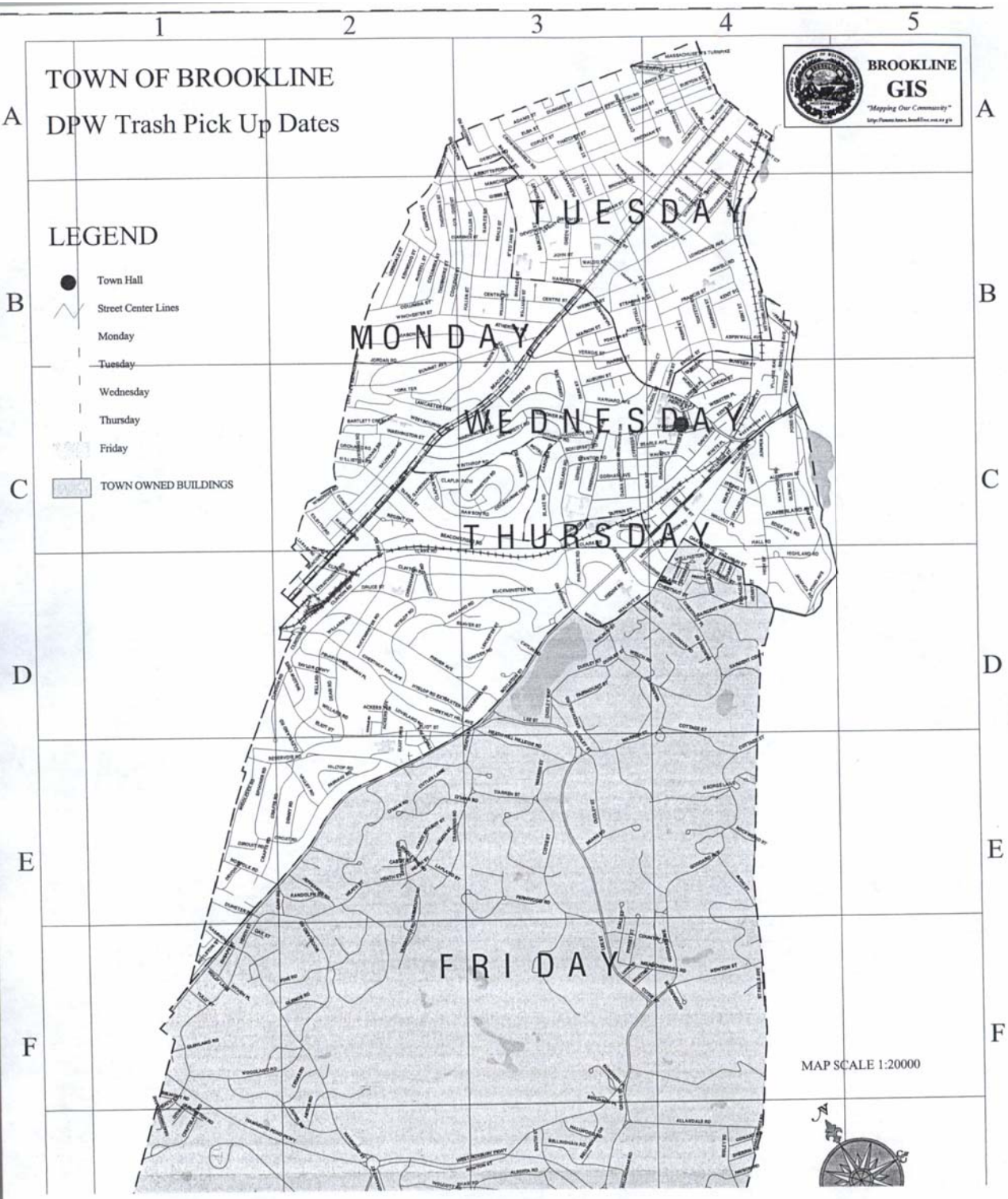
SECTION 9.01 Assignment of Agreement.

(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 as provided in the Event of Default, and 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 (a) herein, the Contractor may not assign, nor delegate its obligations under this Agreement without the express written consent of Brookline, which consent shall not be unreasonably refused, provided however, that the Contractor may assign this contract in connection with a merger, consolidation or sale of substantially all of its assets. If the Contractor makes such assignment, it shall remain responsible for the existing performance bond provided in Section 11.10 until a substitute performance bond is posted by the assignee, the Contractor shall require the assignee post a performance bond, to be renewed annually for the balance of the term of this Agreement equal to the estimated total annual Collection Fee in accordance with Section 11.10. The Contractor's obligation under this Section shall be an essential and material term of this Agreement. Any assignment in violation of this provision is void.

TOWN OF BROOKLINE

DPW Trash Pick Up Dates



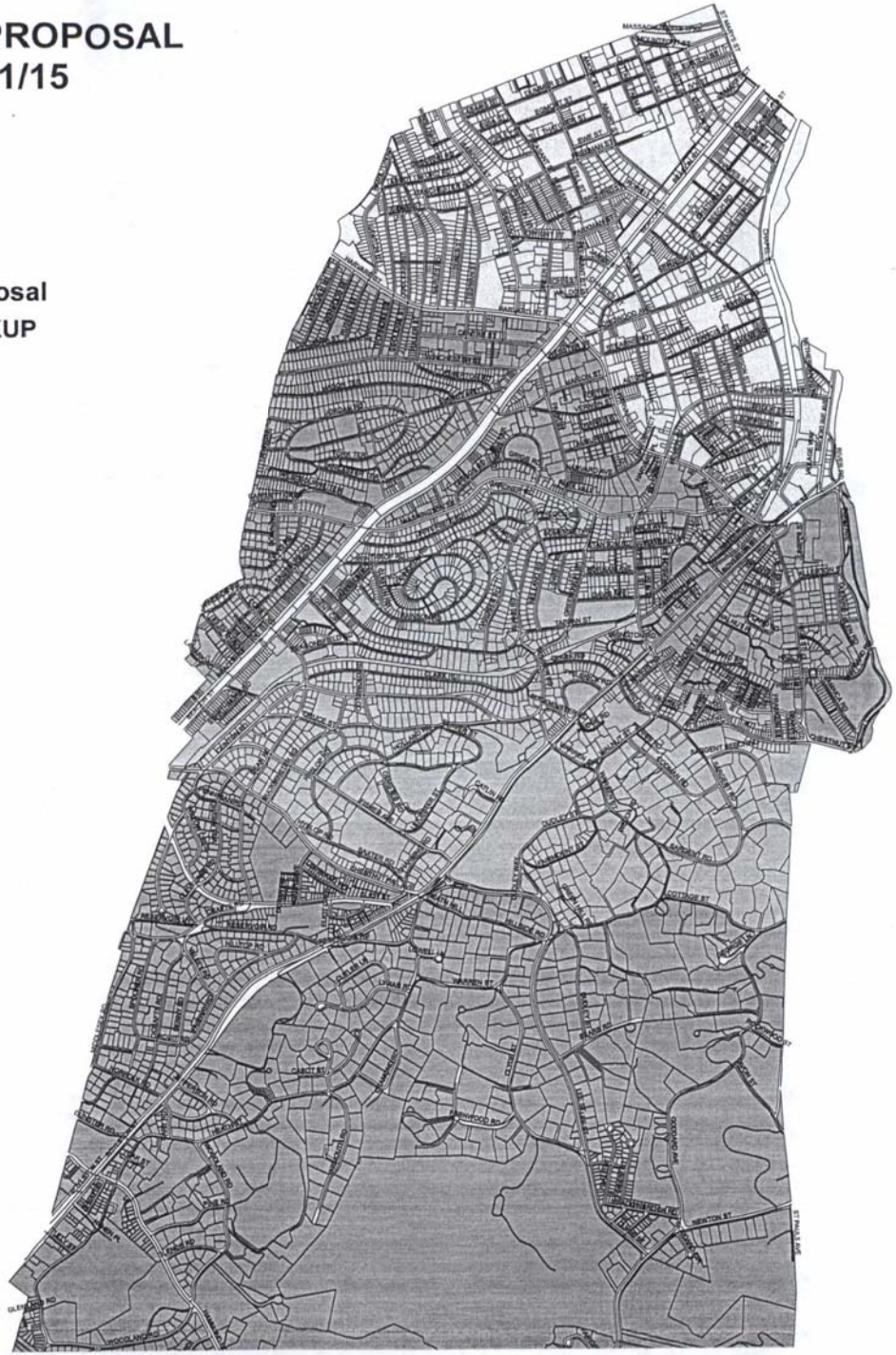
REFUSE PROPOSAL
3/31/15

Legend

RefuseProposal

DAY OF PICKUP

- MON
- TUES
- WED
- THURS



BIGBELLY RECYCLER
3/31/15

Legend

◀ BigBellyRecycler

▨ Brookline.GISADMIN.Openspace

SPECIAL CONDITIONS

Required Compliance with Chapter 151B

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) Compliance with Requirements:

The Contractor will comply with the provisions of Chapter 151B as amended of the non-discrimination Laws of the Commonwealth, which are herein incorporated by reference and made a part of this Contract insofar as applicable to this Contract.

(2) Non-discrimination:

In the performance of work under this Contact, the Contractor shall not discriminate in employment practices or in the selection or retention of sub-contractors or in the procurement of materials or rental of equipment, on the grounds of race, color, religion, national origin, age or sex.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(3) Solicitations for Subcontracts and in the Procurement of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials or equipment, each potential sub-contractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on the grounds of race, color, religion, national origin, age or sex.

(4) Information and Reports:

The Contractor will provide all information and reports required, on orders or instructions issued by the Department of Public Works or the Massachusetts Commission Against Discrimination, and will permit access to his books, records, accounts and other sources of information and facilities as may be determined pertinent by the Massachusetts Commission Against Discrimination to ascertain compliance with such orders or instructions. Where the information required is in the exclusive possession of another who fails or refuses to furnish the required information, the Contractor shall so certify to the Department of Public Works or the Massachusetts Commission against Discrimination, as appropriate, and shall set forth what efforts he has made to obtain the required information.

(5) Sanctions for Non-Compliance:

In the event the Contractor fails to comply with the non-discrimination provisions of this Contract, the Department of Public Works shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(a) withholding of payments due the Contractor under this contract until the Contractor complies, and/or

(b) cancellation, termination or suspension of this Contract, in whole or in part.

The Contractor's right of appeal is assured under Section 6 of Chapter 151B of the General Laws of the Commonwealth.

(6) Incorporation of Provisions:

The Contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including the procurement of materials and rentals of equipment. The Contractor shall take such action with respect to subcontracts or procurements as the Department of Public Works may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier or union or association as a result of such direction, the Contractor may request the Town of Brookline to enter into such litigation to protect the interests of the Town of Brookline.

TOWN OF BROOKLINE, MASSACHUSETTS

AFFIRMATIVE ACTION PROGRAM FOR CONTRACTORS AND VENDORS

FOR BIDS OF $10,000 OR OVER

I. PURPOSE

The purpose of the program is to guarantee that contractors*, wishing to do business with the Town of Brookline, do not discriminate against persons for whom their race, religion, color, sex, national origin, or age have proven to be obstacles to their employment (new or continued) or advancement.

All successful contractors receiving Town contracts for $10,000 or more must include written documentation of compliance with its Town's Affirmative Action Program for contractors as stated in Article 4.4 of the Town's By-Laws (attached.) Such documentation shall be in compliance with the following Affirmative Action statement.

> "In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, the following:
>
> employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship."

* This includes vendors throughout.

II. COMPLIANCE

The Affirmative Action Program must include evidence of the following:

1. Unless Union agreements prohibit and there is no union Affirmative Action Program acceptable to the Human Relations-Youth Resources Commission, or there is no union, the Contractor must use varied sources of new employees. These sources would include state and private employment services and agencies, minority group organizations such as the Urban League, the National Association for the Advancement of Colored People (NAACP), and other ethnic associations, Action for Boston Community Development, Neighborhood Employment Centers, youth groups, special neighborhood groups, Spanish, Chinese, and other minority language sources (Note - the Brookline Human Relations- Youth Resources Commission maintains an Affirmative Action List which it will make available to any contractor upon receipt of written request). These sources (and others) and applicants from them should constitute the Contractor's Affirmative Action List.

2. Job applications shall be retained and maintained in an Affirmative Action File so that the number of minority persons interviewed who have applied to the Contractor for employment, shall be a matter of record. As job opportunities occur, these applications will be considered in filling the job.

3. All notices for job openings shall contain the phrase "An Affirmative Action Employer."

4. Where feasible, effective human relations components must be included in orientation instructions for all employees, in on-the-job training, in first-line supervisor and foreman training and continuing training (especially including reprimand and the possibility of harassment; Note - United States court decisions hold the employer responsible for such forms of discrimination.) Affirmative action in human relations should be included in all industrial and labor relations matters, including union contract discussion and negotiation.

III. DOCUMENTATION

l. All successful contractors shall file an Affirmative Action Plan with the Human Relations-Youth Resources Commission within fifteen (15) days after the execution of the contract prior to the first payment after the fifteen day period has expired if they have not received objection from the Human Relations-Youth Resources Commission.

2. Successful contractors receiving contracts for more than $50,000 shall be required to file in addition to their Affirmative Action Plan (No. l above) the following documentation:

a. Affirmative Action compliance reports that the contractor is required to file with the Area Office, U.S. Department of Housing & Urban Development.

b. A copy of the Contractor's notice to each labor union or representative of workers with which he deals, advising them of affirmative action agreement with the Town (Article 4.4, Section l c.)

c. A copy of the notice to each potential sub-contractor of supplies wherein is stated the Contractor's affirmative action program.

d. A copy of the Contractor's notice to all employees, especially managers, the personnel director and first-line supervisors communicating his intentions to abide by the Human Relations-Youth Resources Commission's Affirmative Action Statement.

e. Contractors filing EEO-1 Standard Form 100 with the United States Equal Employment Opportunity Commission, or Affirmative Action Compliance Reports under the Department of Labor, Office of Federal Contract Compliance Rules and Regulations Part 60-1. 40, under authority of Presidential Executive Order 11246 (amended l968) shall include copies of the most recent returns. Copies of the most recent plans under the Governor's Executive Order 74, filed with the Massachusetts Commission Against

Discrimination, should also be filed with the Human Relations-Youth Resources Commission.

3. Successful contractors receiving contracts between $10,000 and $50,000 may be required, if requested by the Human Relations-Youth Resources Commission, to submit some or all of the applicable documentation listed in paragraph number two above.

IV. PROCEDURE

The following procedure must be adhered to:

1. The successful contractor will be obliged to return the necessary documentation as previously outlined to the Human-Relations-Youth Resources Commission.

2. Technical assistance in the preparation and implementation of effective Affirmative Action Compliance Programs will be supplied by the Human Relations-Youth Resources Commission, or sources for such assistance recommended, upon request by the Contractor.

3. Giving of Reports: Required documents shall be in the Human Relations-Youth Resources Commission Office within fifteen (15) days after the execution of the contract and prior to the first payment, except when extended by the Human Relations-Youth Resources Commission.

V. REVIEW

The contractor will be subject to periodic review made by the Human Relations-Youth Resources Commission on the basis of these documents and other supplementary information, including field investigation and consultation with other government agencies.

TOWN OF BROOKLINE, MASSACHUSETTS

NOTICE TO BIDDERS AND CONTRACTORS

TOWN POLICY ON ARAB LEAGUE STATES BOYCOTT

AGAINST THE STATE OF ISRAEL

The Board of Selectmen unanimously voted the following Resolution on July 12, 1976:

WHEREAS, the Town of Brookline has established an Affirmative Action Program in accordance with the provisions of Article 4.4 of the Town By-Laws; and

WHEREAS, the Arab League States are enforcing a boycott against the sovereign State of Israel, an ally of the United States; and

WHEREAS, it is the stated policy of the United States of America to oppose economic sanctions used against our allies; and

WHEREAS, the Arab League States are enforcing a secondary boycott against American companies which are trading with or in Israel; and

WHEREAS, the Arab League States are enforcing a tertiary boycott which requires American companies to discriminate against other American companies; and

WHEREAS, certain Arab States require American companies to discriminate in employment against Jews, blacks and women; and

WHEREAS, these practices are contrary and violate the American democratic tradition, morality, and law and the policies of the Town of Brookline, and represent an imposition of foreign discriminatory practices on Americans;

NOW THEREFORE, it is hereby resolved as a matter of public policy that the Town of Brookline declares that it will not trade with any company or corporation which practices discrimination against persons because of their friendly relations with our ally, the State of Israel, and it is further hereby

RESOLVED, that the Purchasing Agent for the Town of Brookline be and the same hereby is requested to inform all contractors with the Town of this non-discriminatory policy and directed to enforce the above policy with respect to all goods, services and commodities purchased by the Town.

Excerpt from the Bylaws of the Town of Brookline

ARTICLE 4.4
FAIR EMPLOYMENT PRACTICES RELATIVE TO TOWN CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of sub-contractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials or equipment, each potential sub-contractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, which ever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this Contract, reasonably pertaining to the work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the Contractor.

(e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advise and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to :

(1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
(2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of non-compliance with the provisions of Section 4.4.1 (a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

(f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provision of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts :

a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
b) Those involving standard commercial supplies or raw materials
c) When the Contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit.
d) When the Contractor employs fewer than six persons
e) When the total value of the contract is less than $10,000.00
f) Contracts involving joint purchases with the State
g) Contracts with the Commonwealth for construction of public works
h) Contracts for financial assistance with a government or governmental agency
i) Notes and bonds of the Town
j) Employment by the Town of officers and employees of the Town
k) Whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advise and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUESTS FOR PROPOSALS

All REQUESTS for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provision of this Article of the By-laws, relating to non-discrimination in employment.

Excerpt from the Bylaws of the Town of Brookline

ARTICLE 4.5
DISCRIMINATION PROHIBITION WITH REGARD TO CONTRACTS

SECTION 4.5.1 UNLAWFUL PRACTICE

It shall be an unlawful practice for a person proposing to enter into a contract with the town, under general laws, chapter 30b, that exceeds $10,000.00, to discriminate against any individual because of the race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of any individual.

SECTION 4.5.2 CERTIFICATION OF CONTRACTOR

Any person or employer proposing to contract with the town, as set forth in section 4.5.1, shall file with the contract documents a certification made under the pains and penalties of perjury that the person or employer does not discriminate against any individual, as set forth in section 4.5.1.

SECTION 4.5.3 AWARD OF CONTRACT

Unless otherwise required by law, no contract shall be executed until the certification required under section 4.5.2 has been filed with the awarding authority. The provisions of article 4.4 shall, when applicable, apply to this article 4.5.

TOWN OF BROOKLINE

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I For the purposes of this contract, "minority" refers to Asian-Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination. "Town" hereinafter refers to the Town of Brookline.

II During the performance of this contract, the Contractor and all of (his) Sub-contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

1. In connection with the performance of work under this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Town setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion, or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal opportunity in employment for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Town public construction projects.

III 1. As part of his obligation of remedial action under the foregoing section, the Contractor shall maintain on this project a not less than 5% ratio of minority employee man hours to total man hours in each job category including but not limited to brick-layers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.

2. In the hiring of minority journeyman, apprentices, trainees, and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Town, traditional referral methods utilized by the construction industry,

and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee of the Town.

IV 1. At the discretion of either the Commission or the Town there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Town and such other representatives as may be designated by the Town in conjunction with the administering agency.

2. The Contractor (or his agent, if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections, by week, or workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Town and Liaison Committee.

4. Records of employment referral orders, prepared by the Contractor, shall be available to the Town and to the Liaison Committee on request.

5. The Contractor shall prepare weekly reports in a form approved by the Town of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each week to the Town and to the Liaison Committee.

V If the Contractor shall use any subcontractor on any work performed under this contract, he shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the Office of Minority Business Assistance (within the Executive Office of Commerce and Development) or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.

VI In the employment of journeymen, apprentices, trainees and advanced trainees, the Contractor shall give preference, first to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

VII A designee of the Town and a designee of the Liaison Committee shall each have right of access to the construction site.

VIII Compliance with Requirements

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.

IX Non-Discrimination

The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment.

X Solicitations for Sub-Contracts, and for the Procurement of Material and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and affirmative action.

XI Bidders Certification Requirement

The following certification statement will be inserted in the bid document just above the bidder's signature, as a substitute for the present bidder certification form:

"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."

XII Contractor's Certification

The Contractor's certification form must be signed by all successful low bidder(s) prior to award by the contracting agency. (See attachment).

XIII Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering agency or the Town on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Town to affect the employment of personnel. This provision shall apply only to information pertinent to the Town's supplementary affirmative action contract requirements.

Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency or the Town as appropriate and shall set forth what efforts he has made to obtain the information.

2. Whenever the administering agency, the Town, or the Liaison Committee believes the General Contractor or any Subcontractor may not be operating in compliance with the terms of this Section, the Town directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the Town or its agent finds the General Contractor or any subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Town or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Town shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If, however, the Town believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Town, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

a. The recovery by the administering agency from the General Contractor of 1/100 of 1% of the contract award price or $1000 whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the subcontract price, or $400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply.

b. The suspension of any payment or part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

c. The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his compliance with the terms of the contract.

d. The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he is in compliance with this Section, he may request the administering agency, in consultation with the Town, to suspend the sanctions conditionally, pending a final determination by the Town as to whether the Contractor is in compliance. Upon final determination of the Town, the administering agency, based on the recommendation of the Town, shall either lift the sanctions or reimpose them.

4. Sanctions enumerated under Sections XIII-2 shall not be imposed by the administering agency except after an adjudicatory proceeding, as that term is used M.G.L. c. 30A, has been conducted. No investigation by the Town or its agent shall be initiated without prior notice to the Contractor.

XIV Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

CONTRACTOR'S CERTIFICATION

CONTRACT NO. PW/16-01, "Curbside Collection and Processing of Single Stream Recycling"

Prior to the execution of this Contract, the Contractor must submit the following certification, which is deemed a part of the resulting Contract.

Casella Waste Management of Massachusetts, Inc. certifies that:

1. it intends to use the following listed construction trades in the work under the contract:

Curbside Collection and Processing of Single-Stream Recyclables Contract NO. PW/16-01; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions.

(Signature of Authorized Representative of Contractor)

Company Name Casella Waste Management of Massachusetts, Inc.

Address 295 Forest Street

City Peabody State MA Zip 02960

Tel. No. (978) 817-3306

SUBCONTRACTOR'S CERTIFICATION

CONTRACT NO. PW/16-01, "Curbside Collection and Processing of Single Stream Recycling"

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract.

SUBCONTRACTOR'S CERTIFICATION

_____ certifies that:

1. it intends to use the following listed construction trades in the work under the subcontract:

_____

_____

_____; and

2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

3. will obtain from each of the subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these bid conditions.

_____
(Signature of Authorized Representative of Subcontractor)

In order to ensure that the said subcontractor's, certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

Company Name _____

Address _____

City _____ State _____ Zip _____

Tel. No. (_____) _____

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 ot opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK rojects (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 age schedule must be paid to employees performing construction work on the project whether they are employed by the prime ontractor, a filed sub-bidder, or any sub-contractor.

- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the roject. 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 pprentice 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 ontract 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 onstruction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than hese 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 eports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. ach 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 tp://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 ivision 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 erform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and iminal penalties.

Issue Date: 03/12/2015 **Wage Request Number:** 20150312-049

SC-17

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 Apprentice 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.

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

current annual refuse fee. Residents would purchase overflow bags for collection and disposal of any MSW that exceeded the cart's capacity.

This information is provided only for estimating what may be required and may be increased or decreased at the sole discretion of the Commissioner and his appointees. It is however the responsibility of the Town to deliver, and the successful bidder to accept, all of the Recyclable Material for the life of the Contract.

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	$ 1,142,000	$ N/A
	B. Waste Management-Avon, MA	$ N/A	$ N/A
	C. Other:_____	$ N/A	$ N/A
Price 2.	A. **Cost per year** for collecting, hauling and processing recyclables *	$ 1,142,000	$ N/A
	B. Revenue sharing to the Town *	See attached	N/A
Price 3.	**Cost per year** for collecting, hauling and processing recyclables without revenue sharing to the Town	$ 1,404,000	$ N/A
Price 4.	A. **Cost per ton** for processing recyclables	$ 80	$ 80
	B. Revenue sharing to the Town *	60%*	60%*

* 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	$1,124,000.00

Contract Escalator - Price 1A shall be increased by 2.25% per year as follows:

Year 2	7/1/16-6/30/17	FY17	$1,149,290.00
Year 3	7/1/17-6/30/18	FY18	$1,175,149.00
Year 4	7/1/18-6/30/19	FY19	$1,201,590.00
Year 5	7/1/19-6/30/20	FY20	$1,228,626.00
Fuel Escalator - Year 1	7/1/15-6/30/16	FY 16	$0

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	$75.00

Price 4B. Revenue sharing to the Town

Years 1-5	7/1/15-6/30/20	FY16-FY20	70% of ACR-$75 when

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
, 295 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

My Commission expires 02/2019

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

Signed _____
(Clerk - Secretary)

295 Forest Street
Peabody, MA 01960
Place of Business

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

_____
* 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 Offic[illegible] 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
- Edmand R. 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

25 Greens Hill Lane
Home Address

Rutland VT. 05701
City or Town State Zip

N/A
Social Security Number

N/A
Home Telephone Number

Edmond Coletta
Vice-President

25 Greens Hill Lane
Home Address

Rutland VT. 05701
City or Town State Zip

N/A
Social Security Number

N/A
Home Telephone Number

*****

Edmond Coletta
Treasurer

25 Greens Hill Lane
Home Address

Rutland VT 05701
City or Town State Zip

N/A
Social Security Number

N/A
Home Telephone Number

John W. Casella
Clerk

25 Greens Hill Lane
Home Address

Rutland VT 05701
City or Town State Zip

N/A
Social Security 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 _____

Board of Selectmen

By _____

John W. Casella, President

Contractor

Approved as to Form:

_____

Town Counsel

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

_____

Comptroller

Rev 06/2001

Bond #866797

PERFORMANCE BOND

Know all persons by these presents, that Casella Waste Mangement 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 Edmund R Coletta
(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

Rev 06/2001

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 , President

By: _____
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.

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

_____
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, 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

GREGORY BIALECKI
SECRETARY OF HOUSING AND ECONOMIC DEVELOPMENT

JOSEPH G. MURPHY
COMMISSIONER OF INSURANCE

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

Assets	
Invested Assets	43,597,974
Agent's Balances (net of Reins.)	2,062,101
Reinsurance Recoverable	315,130
Other Assets	784,303
Total Assets	**46,759,508**
Liabilities & Surplus	
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.

Rev 06/2001

ACORD®

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 FAX (A/C, No): (802)223-7515
E-MAIL ADDRESS: dsmedy@nwjinsurance.com
PRODUCER CUSTOMER ID #: 00004029

INSURED
Casella Waste Management of Massachusetts, Inc.
295 Forest Avenue
Peabody MA 01960

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Co.	19437
INSURER B: Old Republic Insurance Co.	24147
INSURER C: Steadfast Insurance Co.	26387
INSURER D:	
INSURER E:	
INSURER F:	

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blkt Contractual Liab. Br Form Prop. Dmg GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		082695204 XCU is included	4/30/2015	4/30/2016	EACH OCCURRENCE	$	3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	3,000,000
							GENERAL AGGREGATE	$	3,000,000
							PRODUCTS - COMP/OP AGG	$	3,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		MWTB301234	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$	3,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC30339200	1/1/2015	1/1/2016	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	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. Not withstanding 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.

Thomas McLaughlin

Authorized Representative