

**TOWN OF HAMILTON and TOWN OF WENHAM
MASSACHUSETTS**

Request for Proposals (RFP)

**Solid Waste Collection
Single Stream Recyclable Materials Collection and Processing
Curbside Organics Collection and Composting**

RFP Available: Thursday, August 18, 2016

Pre-proposal Meeting: Wednesday, August 24, 2016 at 1:00 PM

Submittal Deadline: Tuesday, August 30, 2016 at 2:00 PM

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Preamble

Part I Notice to Contractors

The principal purpose of this procurement document is to allow the Town of Hamilton and Town of Wenham to have a competitive and transparent process that maximizes services at minimum cost, with the goal of reducing solid waste tonnage and increasing participation in the Town's Waste Reduction Program (WRP), and to be in compliance with the Massachusetts solid waste bans (310 CMR 19.017) and mercury disposal prohibition (310 CMR 76.00).

Per Massachusetts General Laws, Chapter 30B, Section 1(b)(30), a contract for the collection, transportation, receipt, processing or disposal of solid waste materials, recyclables, and compostables is exempt from the public bid laws for the Commonwealth of Massachusetts. All firms responding to this Request for Proposals must clearly understand that the Towns are utilizing this format in order for all interested firms to provide a proposal(s) based on equal footing so that a more direct comparison can be made among all proposals.

The Town of Hamilton and Town of Wenham, at their sole discretion, shall have the option of selecting more than one Contractor to execute portions or the entirety of services outlined in the specifications. The Town of Hamilton and Town of Wenham reserve the right to reject any or all proposals, to waive any informality therein, and to accept any proposal which, in the opinion of the Hamilton Town Manager and Wenham Town Administrator, will be in the best interest of their Town(s). The contract will not necessarily be awarded to the lowest cost proposal. In particular, the Town of Hamilton and Town of Wenham reserve the right to engage in negotiations with its preferred vendor(s), following the opening of the proposals, to modify the terms and conditions of the contract described herein in the best interests of the Towns.

While the Towns have made every effort to ensure that the information presented in this RFP is accurate, contractors are cautioned that they rely on this information at their risk and they are urged to verify any and all information that they believe is crucial to their Proposal.

Part II General Information

The Town of Hamilton and Town of Wenham request proposals from qualified contractors for the curbside collection and transportation of solid waste; curbside collection, transportation and marketing of recyclable materials; and curbside collection, transportation and composting of acceptable source-separated organics (SSO).

All proposals are to be submitted no later than the deadline stated in Part III, Proposal Submission Requirements, and the non-price proposals will be opened at that time. Every proposal must be in two parts and submitted in two separate, clearly marked, sealed envelopes: 1) non-price proposal (2 originals and 2 copies), and 2) price proposal (2 originals and 2 copies), in accordance with all submission requirements set forth in Part II of this RFP. **Late proposals will not be accepted under any circumstances.**

Each responsive proposal from a responsible contractor will be evaluated solely according to the criteria set forth in the Evaluation Criteria section. Each non-price proposal will be assigned a rating

of *highly advantageous, advantageous, not advantageous, or unacceptable* with respect to each criterion, and the reasons for each rating will be set forth in writing. A composite rating for each non-price proposal will be set forth in writing, along with the reasons for the rating. The Hamilton Town Manager and Wenham Town Administrator will determine the most advantageous proposal from a responsible and responsive proposal taking into consideration the non-price proposal ratings and proposal price. If the contract is awarded to the proposal that did not submit the lowest price, then the Hamilton Town Manager and Wenham Town Administrator will set forth a written explanation of the reasons for the award.

The contents of proposals shall remain confidential and shall not be disclosed to competing proposers until the completion of the evaluation or until the maximum time for acceptance, as stated below.

A prospective firm may correct, modify, or withdraw a proposal by written notice received in the Wenham Town Administrator's Office prior to the time set for the opening of proposals. After the opening, a contractor may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the Town of Hamilton and Town of Wenham or to fair competition. The Town of Hamilton and Town of Wenham shall waive minor informalities or allow the prospective firm to correct them. If a mistake in the intended offer is clearly evident on the face of the document, the Hamilton Town Manager and Wenham Town Administrator shall correct the mistake to reflect the intended correct offer and so notify the prospective firm in writing, and they may not withdraw the offer. A prospective firm may be permitted to withdraw an offer if a mistake is evident on the face of the document but the intended correct offer is not similarly evident; such authorization to withdraw will be in writing from the Hamilton Town Manager and Wenham Town Administrator.

The Town of Hamilton and Town of Wenham reserve the right to cancel this RFP at any time before a contract is approved and executed. The Town of Hamilton and Town of Wenham shall award a contract by written notice to the selected firm no later than 30 days from the RFP submission deadline, unless the time for contract award is extended by mutual agreement between the Town of Hamilton and Town of Wenham and the selected firm.

All inquiries from prospective firms concerning this RFP must be submitted in writing to Michael Lombardo, Hamilton Town Manager, and Peter Lombardi, Wenham Town Administrator. **A pre-proposal meeting will be held on Wednesday, August 24, 2016 at 1:00 pm in Wenham Town Hall, 138 Main Street, 1st floor conference room. Inquiries must be received no later than 5:00 pm on Wednesday August 24, 2016.** All responses to questions shall be in writing and simultaneously distributed to all recipients of the RFP, and interested parties no later than Friday August 26, 2016 at 12:00 pm. Inquiries may be submitted by email to mlombardo@hamiltonma.gov and plombardi@wenhamma.gov.

The Contractor must comply with the Schedule of Prevailing Wage Rates as determined by the Commissioner of Labor and Industries as listed in Appendix G. In accordance with Massachusetts General Laws, Chapter 62C, §49A, the awarded bidder must certify under the penalties of perjury that he/she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Said certification will be included in the Contract.

Any person submitting a proposal or bid to the Town of Hamilton and Town of Wenham for the sale, lease or provisions of supplies, equipment, materials, services or other property (whether or

not for repairs or construction work) shall certify under the penalties of perjury, that his/her 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, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.) The standard form for non-collusion is included in this document.

In accordance with M.G.L. c. 93, §11, if a final judgment or decree is rendered in any civil or criminal proceeding brought by the Attorney General under Chapter 93 to the effect that the Contractor has violated M.G.L. c. 93, § 4, the Town of Hamilton and Town of Wenham may void, rescind or cancel any contract to which the violation pertains or relates, and which was entered into with said Contractor.

Before submitting a proposal, the prospective firm shall examine carefully the proposal, plans, specifications, special provisions, informational materials and the form of contract to be entered into for the work contemplated. The prospective firm must review the nature of the work and the conditions, which will be encountered relating to the character, quality and the quantity of the activities to be performed and the materials to be furnished. The filing of a proposal shall be presumptive evidence that the prospective bidder has complied with these requirements. While the Towns have made every effort to ensure that the information presented in this RFP is accurate, contractors are cautioned that they rely on this information at their risk and they are urged to verify any and all information which they believe is crucial to their Proposal.

In accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations Part 51, and Hamilton General By-law Chapter VIII, Section 3, each vendor awarded a contract pursuant to these General Requirements must certify to the Town of Hamilton and Town of Wenham that said vendor does not discriminate in its employment, procurement and marketing activities on the basis of race, creed, color, national origin, sex, handicap or age.

Part III Proposal Submission Requirements

Sealed proposals for the Town of Hamilton and Town of Wenham from qualified contractors will be received in the Wenham Town Administrator's Office, Town Hall, 138 Main Street, Wenham, MA 01984 no later than **Tuesday, August 30, 2016, at 2:00 pm** for the collection and transportation of acceptable solid waste; collection, transportation and marketing of recycling materials; and collection, transportation and composting of acceptable source-separated organics and related marketing activities for all proposed services according to the below specifications.

Proposals will be accepted by mail, courier or in person to the Wenham Town Administrator's Office, Town Hall, 138 Main Street, Wenham, MA 01984 plainly marked on the face: **SOLID WASTE PROPOSALS**. The Town of Hamilton and Town of Wenham will not be responsible for the premature opening of any proposal not so marked.

Proposals must include two sections, submitted in two separate envelopes within the request for proposals submission package. These proposals must be sealed in clearly marked envelopes:

- A. Technical Proposal (non-price information) - 2 originals and 2 copies, and
- B. Cost Proposal in accordance with the specifications – 2 originals and 2 copies.

Each envelope must reference the name of the vendor and the date submitted. Two (2) additional copies of the price proposal and two (2) additional copies of the technical proposals are required with its respective sealed originals. Each envelope must reference the name of vendor and date submitted. Proposals shall be submitted as directed by the RFP guidelines. Proposals shall be submitted in the format specified, and all appropriate blank spaces shall be filled.

The non-price proposals will be opened publicly to provide confirmation of receipt and eligibility but the price proposals will not be announced publicly since the award process will be subject to negotiations with the individual contractor(s). The non-price (technical proposals) will be opened on Tuesday August 30, 2016 at 2:00 pm in the presence of the Hamilton Town Manager and Wenham Town Administrator.

Each Cost Proposal must be accompanied by a proposal deposit in the form of a bid bond issued by a surety company licensed by the Massachusetts Division of Insurance, or a certified check, treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Hamilton and Town of Wenham. Such proposal deposit shall be in the amount of five (5%) percent of the first year's total bid price. The amount of said deposit will be forfeited to the Town of Hamilton and Town of Wenham as liquidated damages in the event that the proposal is accepted and the prospective firm fails to enter into a contract with the Towns within thirty (30) days of proposal acceptance. In the event the proposal is not accepted, the deposit will be returned to the prospective firm.

The selected Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as stipulated in these specifications.

The Town of Hamilton and Town of Wenham, at their sole discretion, shall have the option of selecting more than one Contractor to execute portions or the entirety of services outlined in the specifications. The Town of Hamilton and Town of Wenham reserve the right to reject any or all proposals, to waive any informality therein, and to accept any proposal which, in the opinion of the Hamilton Town Manager and Wenham Town Administrator, will be in the best interests of the Town of Hamilton and Town of Wenham. All proposals must be submitted on the official form or as instructed in the RFP and must conform to all of the stated specifications.

The Town of Hamilton and Town of Wenham will consider only responsive proposals from responsible contractors for a contract award. A responsive proposal is a proposal that complies with requirements stated in this RFP. A responsible contractor is a contractor that demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this proposal. References must be provided of other solid waste disposal and or recycling clients and the Town of Hamilton and Town of Wenham will contact said references to ensure reliable and responsible service.

Part IV Proposal Services

This Request for Proposals (RFP) seeks technical and cost proposals to provide the services described below within a minimum five-year period beginning September 28, 2016, and ending June 30, 2021 with an option for two (2) one-year renewals at the sole discretion of the Town of Hamilton and Town of Wenham. The Towns will consider initial terms of longer than five (5) years. Vendors may provide proposals on any and all of the following items:

- Weekly automated and/or manual curbside trash collection in Wenham and transportation to Wheelabrator North Andover, 285 Holt Rd, North Andover, MA 01845-1042. Vendors may bid for either or both automated and manual collection weekly.
- Biweekly and weekly automated and/or manual curbside trash collection in Hamilton and transportation to Wheelabrator North Andover, 285 Holt Rd, North Andover, MA 01845-1042, with manual collection of PAYT bags on the off weeks of bi-weekly collection. Vendors may bid for either or both automated and manual collection.
- Weekly curbside single stream recycling collection, transportation and marketing of recyclables from Hamilton and Wenham to facility of the vendor's choice.
- Per Ton Recyclable Materials Marketing Rebate
- A la carte pricing for public trash and recycling containers
- Weekly pickup of one (1) bulky item with stickers by appointment
- Weekly source-separated organics curbside collection in Hamilton and Wenham, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR to accept food waste.
- Monthly Collection of White Goods (appliances), with stickers by appointment and monthly collections of all televisions and computer displays including monitors, laptops and flat screens, with stickers by appointment
- Once a year pickup of Christmas trees and transportation to a composting facility duly licensed to accept the trees.
- Semi-annual shredding of residential and business paper at a central location in each town and transportation to a facility duly licensed to accept the shredded paper.

Part V Questions About RFP

Please direct questions about this RFP in writing to Peter Lombardi, Wenham Town Administrator, and Michael Lombardo, Hamilton Town Manager by email to mlombardo@hamiltonma.gov and plombardi@wenhamma.gov. A pre-proposal meeting will be held on Wednesday, August 24, 2016 at 1:00 pm in Wenham Town Hall, 138 Main Street, 1st floor conference room. **Inquiries must be received no later than 5:00 pm on Wednesday August 24, 2016.** All responses to questions shall be in writing and simultaneously distributed to all recipients of the RFP, and interested parties no later than Friday August 26, 2016 at 12:00 pm.

Part VI Selection Process

All technical proposals shall be opened at the time designated in Part III in the presence of no less than one (1) witness. The RFP price proposal opening shall not be open to the public and the contents of all Proposals shall be kept confidential until the evaluation process and negotiation are both complete.

The Towns, at their sole discretion, shall have the option of selecting more than one Contractor to execute portions or the entirety of services of the Municipal Solid Waste Program. The Town shall have the right to reject any or all Proposals if it shall be deemed to be in the best interest of the Towns' to do so.

All proposals shall be evaluated by the Towns based on the minimum evaluation criteria set forth below. The Hamilton Town Manager and Wenham Town Administrator shall assign a rating to each Proposal and recommend those vendors that meet the requirements of this RFP, have received the highest rating for each Proposal and have presented the best value to the Towns.

The Hamilton Town Manager and Wenham Town Administrator shall select and award the contract to one or more vendors who have submitted the most advantageous proposal(s).

Be it recognized that Massachusetts General Laws, Chapter 30B specifically states that a contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. Furthermore, the Towns reserve the right to negotiate contract prices with any proposer. The Towns also reserve the right to reject any and all proposals if it is in their interest and to cancel this procurement at any time.

Part VII Minimum Evaluation Criteria

Both cost and non-cost criteria will be considered in evaluating proposals. These criteria will be applied to solid waste, recycling, and organic compost collection and transportation.

A. Operational Experience

The Contractor has at least five (5) years of experience providing curbside solid waste and/or recycling and organics collection, hauling and processing services. The Contractor has successfully performed similar services in at least three (3) other municipalities similar in size to Hamilton and Wenham.

Highly Advantageous	A vendor who has more than ten (10) years of curbside collection of municipal solid waste/recycling/composting.
Advantageous	A vendor who has more than seven (7) years of curbside collection of municipal solid waste/recycling/composting.
Acceptable	Meets the minimum of at least five (5) years of curbside collection of municipal solid waste/recycling/composting.
Unacceptable	A vendor who does not have at least five (5) years of curbside collection of municipal solid waste/recycling.

B. Quality of services

The Contractor has proposed quality services and is responsive to the Towns' requirements.

Highly Advantageous	Vendor proposes a plan of services to meet all Town requirements for solid waste, recycling, or organic compost collection/hauling.
Advantageous	Vendor proposes a plan of services to meet most Town requirements for solid waste, recycling, or organic compost collection/hauling.
Acceptable	Vendor proposes a plan of services to meet some Town requirements for solid waste, recycling, or organic compost collection and hauling.
Unacceptable	Vendor proposes a plan of services that does not meet Town requirements

C. Professional qualifications of the Contractor and Contractor's personnel.

The management and personnel of the Contractor are qualified and experienced.

Highly Advantageous	Vendor's managerial organization and key personnel shall have more than ten (10) years of curbside collection of municipal solid waste/recycling/composting.
Advantageous	Vendor's managerial organization and key personnel have more than seven (7) years of curbside collection of municipal solid waste/recycling/composting.
Acceptable	Vendor's managerial organization and key personnel have at least five (5) years of curbside collection of municipal solid waste/recycling/composting.
Unacceptable	Vendor's managerial organization and key personnel have fewer than five (5) years of experience in curbside collection of municipal solid waste/recycling.

D. Proposed equipment to be used.

The equipment proposed shall be less than 3 years old and comply with contract requirements.

Highly Advantageous	Vendor proposes to supply new equipment for contract.
Advantageous	Vendor proposes to supply equipment less than 1 year old and comply with contract.
Acceptable	Vendor proposes to supply equipment greater than 1 year old, but less than 3 years old and comply with contract.
Unacceptable	Vendor proposes to supply equipment greater than 3 years old <u>or</u> equipment that does not comply with the contract regardless of age.

E. References from similar municipalities.

The Contractor provides favorable references from cities or towns currently or previously serviced.

Highly Advantageous	Vendor has more than five (5) references demonstrating favorable character, integrity, and record of good business practices, management ability and experience.
Advantageous	Vendor has five (5) references demonstrating favorable character, integrity, and record of good business practices, management ability and experience.
Acceptable	Vendor has fewer than five (5) references demonstrating favorable character, integrity, and record of good business practices, management ability and experience.
Unacceptable	Vendor has fewer than three (3) references demonstrating favorable character, integrity, and record of good business practices, management and experience.

The Town of Hamilton and Town of Wenham may contact references provided by the Contractor and reserves the right to visit operating facilities identified by the Contractor. The Towns may request a certified audit of the Contractor's records and financial status before awarding the contract and yearly thereafter.

Based on the review of the written proposals, certain contractors may be asked to participate in an on-site interview. Contractors should, therefore, be prepared to travel to Hamilton and Wenham for this interview, which should include the chief executive(s) of the company and additional key personnel who will be managing/implementing the program on a day-to-day basis. The Town will not assume any travel costs related to these interviews.

After the technical evaluation is complete, the price proposals will be opened. The price proposals will be evaluated and ranked based on the total cost quoted for the project. The contract will not necessarily be awarded to the lowest cost proposal.

Contractors are encouraged to provide all documentation or information about their company and their services that may show reason or advantage for consideration.

Part VIII Proposal Deposit

A Proposal Deposit to secure the Contractor's execution and delivery of representations made in its submittals shall be in the form of a certified check or a bid bond payable to the Town of Hamilton and Town of Wenham, in the amount of five (5%) percent of the first year's total bid price. The Proposal Deposit will be forfeited to the Towns as liquidated damages in the event that the selected Contractor fails to enter into a contract with the Towns within thirty (30) days of their acceptance of the proposal. Proposal Deposits shall be non-interest bearing and shall be retained for a period of sixty (60) days following written notice to the Contractor of the Towns' acceptance of the proposal. In the event that a proposal is not accepted, the Proposal Deposit will be returned to the Contractor.

Part IX Purchase Description

This RFP seeks a minimum five (5) year contract with an option for two (2) one year renewals at the sole discretion of the Town of Hamilton and Town of Wenham through which the Towns may contract to provide various municipal solid waste services, recyclable materials services and/or compostable materials services to their eligible residential units, businesses, and municipal buildings. Work under the contract shall consist of the items contained in the contract and specifications including all supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents. The work is fully described in Part IV of this RFP and the form of contract attached hereto.

Contractors may bid on any desired combination of the Proposals. The Towns request a breakdown of the Contractor's pricing for each service. Contractors are also encouraged to submit alternative proposals that may result in route efficiencies, reduced trash, increased recycling, and lower cost, including pricing to provide weekly Pay-As-You-Throw services for solid waste collection. The Towns may also elect to eliminate or modify some of the services requested in this RFP in order to achieve a lower price.

Part X Cost Proposal

The principal purpose of this procurement is to allow the Towns to have a competitive and transparent process that maximizes services at a minimum cost, with the goal of reducing trash tonnage and continued strong participation in the Towns' recycling and composting programs. **It is also the intent of this procurement to comply with the Town of Hamilton and Town of Wenham Waste Reduction Programs (WRPs) and to be in compliance with the Massachusetts solid waste bans (310 CMR 19.017) and mercury disposal prohibition (310 CMR Chapter 76).**

Cost Proposals are requested for the following services as found on Price Sheets 1-5

- Weekly automated and/or manual curbside trash collection in Wenham and transportation to Wheelabrator North Andover, 285 Holt Rd, North Andover, MA 01845-1042. Vendors may be bid for either or both automated and manual collection weekly.
- BiWeekly **and** weekly automated and/or manual curbside trash collection in Hamilton and transportation to Wheelabrator North Andover, 285 Holt Rd, North Andover, MA 01845-1042, with manual collection of PAYT bags on the off weeks of bi-weekly collection. Vendors may be bid for either or both automated and manual collection.
- Weekly curbside single stream recycling collection, transportation and marketing of recyclables at facility of the vendor's choice.
- Per Ton Recyclable Materials Marketing Rebate
- A la carte pricing for public trash and recycling containers.
- Weekly pickup of one (1) bulky item with stickers by appointment

- Weekly source-separated organics curbside collection in Hamilton and Wenham, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR to accept food waste.
- Monthly Collection of White Goods (appliances), with stickers by appointment and monthly collections of all televisions and computer displays including monitors, laptops and flat screens, with stickers by appointment
- Once a year pickup of Christmas trees and transportation to a composting facility duly license to accept the trees.
- Semi-annual shredding of residential and business paper at a central location in each town and transportation to a facility duly licensed to accept the shredded paper.

The Contractor(s) shall provide curbside collection of solid waste, recyclable materials and/or source-separated organics from single family houses, multi-family houses up to and including 3 units, other multifamily units currently receiving municipal solid waste collection, as well as residential units and businesses compliant with the Waste Reduction Program, and municipal buildings within the Towns during the term of the contract, all as described further herein.

Part XI Standard Forms

**REFERENCE FORM
Submit Five (5) References**

NAME
ADDRESS
CITY-STATE-ZIP
DESCRIPTION OF CONTRACT:
PHONE:

NAME
ADDRESS
CITY-STATE-ZIP
DESCRIPTION OF CONTRACT:
PHONE:

NAME
ADDRESS
CITY-STATE-ZIP
DESCRIPTION OF CONTRACT:
PHONE:

NAME
ADDRESS
CITY-STATE-ZIP
DESCRIPTION OF CONTRACT:
PHONE:

NAME
ADDRESS
CITY-STATE-ZIP
DESCRIPTION OF CONTRACT:
PHONE:

- RECEIPT OF ANY ADDENDA _____ Please acknowledge receipt of any addenda (if applicable)

NON-COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

COMPANY
NAME _____ ADDRESS _____ Zip _____

AUTHORIZED SIGNATURE _____

TELEPHONE NUMBER _____

DATE OF BID _____

CERTIFICATE OF VOTE (Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____ held on
Name of Corporation

_____ it was VOTED, THAT _____ of this
Date Name

company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above name corporation and that _____

is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Date

Clerk Corporate Seal

TAX STATEMENT

Pursuant to M.G.L. c. 62C, §49A, I _____ certify under the pains of perjury that, to the best of my knowledge, that I and the proposed contractor _____ are in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Prospective Firm

Authorized Signature

Corporate Seal

**NON-DISCRIMINATION
STATEMENT**

I _____ certify under the pains of perjury that the proposed contractor does not discriminate in its employment, procurement and marketing activities on the basis of race, creed, color, religion, national origin, sex, handicap, gender identity, veterans' status, or age.

Name of Prospective Firm

Authorized Signature

Corporate Seal

Price Sheets

Price Sheet 1

**Combined Municipal Solid Waste and Recyclable Materials Collection and Transportation
And Per Ton Recyclable Materials Rebate**

Specify: Automated or Manual*

Wenham Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
WEEKLY SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER AND WEEKLY SINGLE STREAM RECYCLABLES CURBSIDE COLLECTION & TRANSPORT TO RECYCLING PROCESSING FACILITY OF VENDOR'S CHOICE						
RECYCLING PROCESSING	Lump Sum per year \$0 Floor / Rebate per ton					
Recycling Rebate Formula						

Specify: Automated or Manual*

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
WEEKLY SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER AND WEEKLY SINGLE STREAM RECYCLABLES CURBSIDE COLLECTION & TRANSPORT TO RECYCLING PROCESSING FACILITY OF VENDOR'S CHOICE						
RECYCLING PROCESSING	Lump Sum per year \$0 Floor / Rebate per ton					
Recycling Rebate Formula						

Specify: Automated or Manual*

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
BIWEEKLY SOLID WASTE CURBSIDE COLLECTION WITH MANUAL COLLECTION OF PAYT BAGS ON THE OFF WEEKS OF BIWEEKLY COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER AND WEEKLY SINGLE STREAM RECYCLABLES CURBSIDE COLLECTION & TRANSPORT TO RECYCLING PROCESSING FACILITY OF VENDOR'S CHOICE						
RECYCLING PROCESSING	Lump Sum per year \$0 Floor / Rebate per ton					
Recycling Rebate Formula						

***If quoting both Automated and Manual Trash Collection, please provide separate pricing sheets for both.**

Price Sheet 2

**Combined Municipal Solid Waste, Recyclable Materials, and Source Separated Organics
Collection and Transportation And Per Ton Recyclable Materials Rebate**

Specify: Automated or Manual*

Wenham Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
WEEKLY SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER AND WEEKLY SINGLE STREAM RECYCLABLES CURBSIDE COLLECTION & TRANSPORT TO RECYCLING PROCESSING FACILITY OF VENDOR'S CHOICE						
RECYCLING PROCESSING	Lump Sum per year \$0 Floor / Rebate per ton					
Recycling Rebate Formula						

Specify: Automated or Manual*

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
WEEKLY SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER AND WEEKLY SINGLE STREAM RECYCLABLES CURBSIDE COLLECTION & TRANSPORT TO RECYCLING PROCESSING FACILITY OF VENDOR'S CHOICE						
RECYCLING PROCESSING	Lump Sum per year \$0 Floor / Rebate per ton					
Recycling Rebate Formula						

Specify: Automated or Manual*

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
BIWEEKLY SOLID WASTE CURBSIDE COLLECTION WITH MANUAL COLLECTION OF PAYT BAGS ON THE OFF WEEKS OF BIWEEKLY COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER AND WEEKLY SINGLE STREAM RECYCLABLES CURBSIDE COLLECTION & TRANSPORT TO RECYCLING PROCESSING FACILITY OF VENDOR'S CHOICE						
RECYCLING PROCESSING	Lump Sum per year \$0 Floor / Rebate per ton					
Recycling Rebate Formula						

***If quoting both Automated and Manual Trash Collection, please provide separate pricing sheets for both.**

Price Sheet 2 (continued)

Weekly source-separated* organics curbside collection in Hamilton and Wenham, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR

Wenham Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Weekly source-separated organics curbside collection in Wenham, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR						

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Weekly source-separated organics curbside collection in Hamilton, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR						

Source-Separated Organics* (SSO) Collection: The Town of Hamilton and Town of Wenham is soliciting proposals for weekly curbside collection of source-separated organics at all eligible residential units, businesses, and municipal buildings. Proposals should include the provision of one wheeled container with locking lid (no smaller than 10 gallon capacity) per unit and be comparable to the products offered on the MassDEP state contract, FAC61. All proposals must include the cost of the wheeled containers in the yearly cost of service. All proposals must provide for the weighing of town's SSO waste in the collection cost.

The Towns of Hamilton and Wenham will consider contracting directly with Brick Ends Farm for compost. Please note in your bid whether pricing includes vendor contracting with Brick Ends Farm or not.

Solid waste, Recycling and Source-Separated Organics Collection includes all eligible residential units, businesses, and municipal buildings, and provision of containers as detailed in Appendix B, Tables 1 - 4, and monthly collection of white goods, televisions and computer displays with stickers, by appointment.

Price Sheet 3 (SSO Collection Only)

Weekly source-separated* organics curbside collection in Hamilton and Wenham, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR

Wenham Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Weekly source-separated organics curbside collection in Wenham, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR						

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Weekly source-separated organics curbside collection in Hamilton, and transportation and composting to Brick End Farm, Hamilton, MA or to another composting facility of Contractor's choice that is permitted by MassDEP or MassDAR						

Source-Separated Organics* (SSO) Collection: The Town of Hamilton and Town of Wenham is soliciting proposals for weekly curbside collection of source-separated organics at all eligible residential units, businesses, and municipal buildings. All proposals must provide for the weighing of town's SSO waste in the collection cost.

The Towns of Hamilton and Wenham will consider contracting directly with Brick Ends Farm for compost. Please note in your bid whether pricing includes vendor contracting with Brick Ends Farm or not.

Solid waste, Recycling and Source-Separated Organics Collection includes all eligible residential units, businesses, and municipal buildings, and provision of containers as detailed in Appendix B, Tables 1 - 4, and monthly collection of white goods, televisions and computer displays with stickers, by appointment.

** Acceptable Source-Separated Organics at minimum

COMPOST GUIDELINES

You can compost a lot more than just kitchen scraps in your curbside compost bin. Here's a breakdown of what's acceptable.

Low-Grade Paper

- Tissues
- Paper towels & napkins
- Paper towel / toilet paper rolls
- Greasy Pizza boxes, wet or waxed cardboard
- Paper Chinese food container (all metal must be removed)
- Small paper items, pill bottle boxes, price tags, etc.
- Paper wrapping paper
- Tissue paper
- Chinnet (plain paper plates and bowls without a plastic coating)

Other Waste

- Kitty litter
- Hair
- #7 PLA bioplastic made from corn (cups, straws, lids)
- BPI Certified compostable bags
- Plates, bowls and containers made sugarcane
- Small amounts (smears of oils)

Kitchen Scraps

- Lobster/crab Shells
- Fruit & Vegetable scraps, including pits and seeds
- Meat, including bones
- Dairy Products
- Breads, rolls
- Eggshells
- Spoiled or moldy food
- Chopsticks and wooden stir sticks
- Coffee grounds and paper filters
- Loose tea and tea bags (no tea bag wrappers or plastic)

Yard Waste

- Weeds, flowers
- Dirt
- Potted plants (without the container)



Please No

- Plastic of any kind, including plastic bags
- Styrofoam
- Plastic-coated paper plates, cups or other items
- Plastic or metal utensils (forks, knives, & spoons)
- Popcorn bags
- Sugar packets
- Liquids, including cooking oil or grease
- Milk or juice containers (recycle them instead)
- Dryer lint
- Foil or metal
- Tape
- Biohazards
- Diapers or sanitary items
- Soap
- Dog Waste
- Fabric
- String
- Plastic or nylon twine
- Construction debris
- Clam /Oyster Shells

You may line your container with newspapers, use paper bags to contain the waste or use BPI certified compostable bags.

Organic waste must be placed curbside inside your 13 gallon organic waste container.

This project is funded in part by a grant from the Massachusetts Department of Environmental Protection
Please print on a minimum of 30% post-consumer recycled paper

Price Sheet 4 (PAYT Solid Waste Collection)

Pay-As-You-Throw Municipal Solid Waste Collection and Transportation

Specify: Automated or Manual*

Wenham Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
WEEKLY PAYT SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER						

Specify: Automated or Manual*

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
WEEKLY PAYT SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER						

Hamilton Service	Description	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
BIWEEKLY PAYT SOLID WASTE CURBSIDE COLLECTION & TRANSPORT TO WHEELABRATOR NORTH ANDOVER						

Price Sheet 5

Supplemental Pricing on Miscellaneous Collection and Disposal

Service	Description	FY 2017	FY 2018	FY2019	FY 2020	FY 2021
PERIODIC COLLECTION, TRANSPORTATION, WEIGHING AND DISPOSAL AT APPROPRIATE LICENSED FACILITIES OF ANY OR ALL OF THE FOLLOWING:						
Christmas Trees	Lump Sum per year					
Paper shredding	Per ton cost					
Hazardous Waste	Per ton cost					

PROPOSED CONTRACT (CONTRACTOR AND TOWNS WILL NEGOTIATE TERMS IN
SUBSTANTIALLY THE FORM SET FORTH HEREIN.*

Towns of Hamilton and Wenham, Massachusetts

Contract For

**Solid Waste and Recyclable Collection and Transportation and/or Composting Material
Collection and Transportation and Disposal**

Town of Hamilton, 577 Bay Road, Hamilton, Massachusetts 01936

Town of Wenham, 138 Main Street, Wenham, Massachusetts 01984

And

[Contractor]

Date [August , 2016]

*** TERMS SPECIFIC TO FUEL ADJUSTMENTS AND RECYCLING PROCESSING
COST ALLOCATIONS HAVE NOT BEEN INCLUDED IN THIS TEMPLATE AND
WILL BE OPEN TO NEGOTIATION – PLEASE PROVIDE PREFERRED LANGUAGE
WITH YOUR BID SUBMISSION.**

The Town of Hamilton, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, by its Town Manager, and the Town of Wenham, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, by its Board of Selectmen, and [contractor] (herein designated as the "Contractor") agree as follows:

The Contractor agrees to do all the work and furnish all the vehicles, equipment and labor for collecting, and transporting of all the solid waste, recycling, and compostable materials collected curbside within the Towns during the term of this Contract, as set forth herein, all in accordance with the terms and provisions of this Contract, in a proper, thorough and workmanlike manner and to the reasonable satisfaction of the Town Manager and Town Administrator.

Overview

1-A Description of Contract: The Contractor shall provide the Towns with municipal solid waste recyclable, and compostable materials collection and transportation. The term will be for a five-year period commencing on or about September 26, 2016, except as otherwise provided herein, with two (2) one year options to extend the contract.

1-B Community Profile The Towns, through their most recent solid waste, recycling and composting collection contract, services approximately 3100 households in Hamilton and 1300 households in Wenham (see Appendices).

In fiscal year (hereinafter "FY") 2016, the Town of Hamilton collected 1,264.33 tons of solid waste, 1,070.59 tons of single stream recyclable materials, and 328.09 tons of compostable material as listed in Appendix A. There are currently 98.28 miles of road in the Hamilton (45 of which are accepted streets), which occupies an area of 14.90 square miles.

In fiscal year (hereinafter "FY") 2016, the Town of Wenham collected 938.31 tons of solid waste, 578.52 tons of single stream recyclable materials, and 178.50 tons of compostable material as listed in Appendix A. There are currently 64.29 miles of road in Wenham (34 of which are accepted streets), which occupies an area of 8.15 square miles.

1-C Description of Solid Waste, Recycling, and Composting Collection Program The Towns collect solid waste, recyclable and compostable materials from residential units and businesses that comply with the Hamilton and Wenham Waste Management Programs, two days a week Monday and Tuesday in Wenham and three days a week, Wednesday through Friday in Hamilton, and from municipal facilities as defined herein and listed in Appendix B. The municipal facilities are serviced with dumpsters for solid waste collection, and 95-gallon wheeled carts for recyclable materials, provided by the Contractor, and compost bins provided by the Towns.

I-D Definitions

BAG - Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Volume shall not exceed 35 gallons and total weight of a bag and its contents shall not exceed 50 lbs.

BULKY ITEM - Furniture, predominantly non-metallic, weighing over 50 pounds. Also includes **WHITE GOODS**. Does not include construction debris or carpeting.

BUNDLE - Items securely tied together forming an easily handled package not to exceed three feet in length or 50 lbs. in weight.

CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling,

repair or demolition operations. Examples include wood, asbestos, roof tiles, toilets, sinks, asphalt, brick, earth, gypsum, Concrete etc.

CONTAINER - A receptacle for solid waste, recycling, or compostable materials, with a capacity no greater than 35 gallons constructed of plastic, metal, or fiberglass, having handles or construction to provide adequate strength for lifting and having a tight fitting lid. The mouth of the container for curbside collection of solid waste shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed 50 lbs.

For purposes of solid waste curbside collection, service recipients may only use 35 gallon, lidded, rolling plastic containers marked Town of Hamilton and Town of Wenham and Official Bags.

For purposes of recycling, service recipients may use 18 gallon blue recycling bins or the container of the recipients' choice up to 45 gallons, not weighing more than 50 lbs., these containers must be affixed with a sticker or other identifier dedicating the container for recyclable materials.

COMPOST BIN - A 13 gallon green plastic bin with a locking latch that is provided to households by the Towns.

CONTRACT DOCUMENTS - This Contract, the Bid Documents, Contractor's Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Towns and the Contractor.

CONTRACTOR(s) - The Company or Corporation receiving the Contract for Municipal Solid Waste Services, Recycling Services and/or Compostable Services with the Towns.

E-WASTE - For the purposes of this contract, e-waste refers to all unwanted computers, laptops, televisions and computer peripherals.

HAZARDOUS MATERIALS - As defined in Section 3-R.

DISPOSAL FACILITY - All solid waste must be delivered to a facility which is licensed, permitted and approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Solid Waste from the Towns, its Service Recipients and Municipal Facilities.

HOLIDAY - The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the following eleven Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and such other holidays as determined by the Towns. In extenuating circumstances, the Contractor and Towns may change or not change the schedule depending on the holiday date upon mutual agreement.

HOUSEHOLD - The single residential unit within a single or multi-family complex.

MANAGING AGENT - A full-time employee of the Contractor who shall work with the Towns to address resident complaints, educate residents about recycling and composting, monitor and enforce trash, recycling and composting regulations and unacceptable waste, recycling and source-separated organics placed at curbside and other duties outlined in Contractor's response to the Towns' Request for Proposals.

MUNICIPAL COLLECTION PROGRAM - Program that collects solid waste, single stream recyclable materials, and/or source separated organics from eligible service recipients and

municipal buildings.

MUNICIPAL FACILITIES - The municipal locations listed in Appendix B.

OFFICIAL BAGS - Official Town of Hamilton and Town of Wenham plastic bags designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Volume shall not exceed 35 gallons and total weight of a bag and its contents shall not exceed 50 lbs. Official Bags are either blue PAYT bags marked Town of Hamilton or green PAYT bags marked Town of Wenham and purchased by households from local vendors.

PAYT - Pay As You Throw

RADIATION SPECIALIST Shall mean a certified radiation medical physicist or radiologist who is properly licensed by the Commonwealth of Massachusetts in consulting, handling and shielding of radioactive material.

RECYCLING REBATE: Agreed upon amount paid to the Towns for each ton of recyclable material collected.

RECYCLABLE MATERIAL - Material that has the potential to be recycled and is identified, listed and accepted as such by recycling processing facility and which is not commingled with non-recyclable solid waste, source-separated organics, or contaminated by significant amounts of toxic substances as per 310 CMR 19.006.

RECYCLING PROCESSING FACILITY - the facility where the recyclable material described in this Contract shall be taken by the Contractor for processing. Contractor shall identify the facility and insure that it meets all state and federal regulations.

REFUSE/RUBBISH - Solid waste, not including recyclable material or source-separated organics.

RESIDENTIAL UNIT - A dwelling within the corporate limits of the Towns occupied by a person or group of persons comprising not more than two (2) families.

SCRAP METAL - Ferrous and non-ferrous metal items that can include appliances, furniture, bicycles, plumbing fixtures/pipes, aluminum siding and gutters and metal drums and barrels, etc.

SERVICE RECIPIENTS - Service Recipients include municipal facilities, some businesses, and residents. (See Appendix B)

SOURCE-SEPARATED ORGANICS - Material that has the potential to be composted and is identified, listed, and accepted at a composting facility permitted by Mass DEP or Mass DAR to accept food waste and which is not commingled with recyclables, solid waste, or contaminated by toxic substances as per 310 CMR 19.006.

SINGLE STREAM RECYCLING COLLECTION. Single-stream recycling collection is a system in which generators put all recyclables, including newspaper, cardboard, magazines, junk mail, office paper, plastic, glass, aluminum/metal containers in a single bin or container for recycling.

SOLID WASTE - Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids generators discard in their trash cans. Solid Waste consists of trash, Bulky Waste, residential and municipal waste. Solid Waste can only be contained in Official Towns of Hamilton and Town of Wenham Containers and Official Bags. Unacceptable Waste is specifically excluded from Solid Waste. Any Recycled Items and source-separated organics are also specifically excluded from Solid Waste.

TOWN ADMINISTRATOR - The Town Administrator of the Town of Wenham, Massachusetts, either directly or through his or her properly authorized assistants or agents acting severally within the scope of the particular duties entrusted to them.

TOWN MANAGER - The Town Manager of the Town of Hamilton, Massachusetts, either directly or through his or her properly authorized assistants or agents acting severally within the scope of the particular duties entrusted to them.

TOWNS - The Town of Hamilton and the Town of Wenham, Massachusetts.

SOLID WASTE LIMIT - The Towns limit solid waste trash pickup to one official solid waste container weighing no more than 50 lbs. Pickup of the official solid waste container shall be as set forth in the Contractor's Response to the Request for Proposals for Solid Waste Collection, Recyclable Materials Collection, and Source-Separated Organics Collection and Article 2 of this Contract. Any excess solid waste trash must be in an Official Bag.

UNACCEPTABLE WASTE - All Hazardous Waste, those items banned from disposal as per 310 CMR 19.017 and Massachusetts Mercury Disposal Prohibition, construction and demolition debris, all solid waste rejected from a disposal facility, ineligible Commercial Garbage, ashes from heating plants, wood and coal stoves, stones, rocks, automobile parts, sewage wastes and dead animals.

WHITE GOODS - Stoves, refrigerators, water coolers, bubblers, dishwashers, clothes dryers, washing machines, freezers, air conditioners, and dehumidifiers, White Goods shall be classified as either Freon/refrigerant containing or non-Freon/refrigerant containing types.

Article 2 - Contract Terms

2-A Solid Waste Collection, Recycling, and Compostable Materials

Solid Waste Collection - The Contractor shall provide for the collection of municipal solid waste from all eligible and participating residential units, businesses, and municipal facilities within the Towns in compliance with all applicable laws, the Request for Proposals, the Contractor's Response to the Request for Proposals, and on the terms and conditions as set forth herein. The Towns shall assist the contractor's Managing Agent throughout the term of this Contract with the enforcement of one (1) Bulky Item limit per week, any future trash limits, and weekly pickup of Official Bags and Containers.

Recyclable Materials Collection - The Contractor shall provide for the single stream collection of recyclable materials from all eligible and participating residential units, businesses, and municipal facilities, within the Towns in compliance with all applicable laws, the Request for Proposals, the Contractor's Response to the Request for Proposals, and on the terms and conditions as set forth herein. The Towns shall assist the contractor's Managing Agent through the term of this Contract with the enforcement and education due to incorrect recycling.

Recyclable Materials to be collected shall include, as a minimum:

- Commingled containers, must be clean
- Glass: any color bottles and jars
- Aluminum: cans, empty aerosol cans, pie plates, foil and trays
- Metal: steel, tin, cans, and lids
- Plastic Household Containers
- Mixed Paper (Fibers)

- Newspapers and advertisement inserts, magazines, telephone books, books, catalogues, junk mail, milk and cartons, phone books, clean pizza boxes, spiral cans (coffee, chips, nuts), spiral notebooks, white and colored office paper, junk mail, clean paper coffee cups, frozen food boxes, brown paper bags, boxboard, thin cardboard, and corrugated cardboard.
- Plastic bottles, jugs, containers, and all rigid plastic with the triangle recycling symbol numbered 1 through 7.

For a flyer detailing acceptable recyclable material, see Appendix C.

Compostable Materials Collection – The Contractor shall provide for the collection of compostable materials from all eligible and participating residential units, businesses, and municipal facilities, within the Towns in compliance with all applicable laws, the Request for Proposals, the Contractor’s Response to the Request for Proposals, and on the terms and conditions as set forth herein. Compostable materials to be collected include, at a minimum, low-grade paper, kitchen scraps, compostable plastic, non-clay based kitty litter, containers made of sugarcane, small amounts of comestible oils, small amounts of yard waste. A more detailed list is in Appendix D.

Residential and Businesses:

The Contractor shall provide to all eligible residential units and businesses that comply with the Hamilton and Wenham Waste Management Programs collection of solid waste, recycling, and compostable materials on the schedule set forth in Article 4-B.

Municipal Facilities:

The Contractor shall provide collection of solid waste, recyclable materials, and/or compostable material from Municipal Facilities as listed in Appendix B.

The Contractor shall be responsible for supplying and maintaining appropriately sized trash containers and recycling carts for Municipal Facilities at no additional cost.

At any time and from time to time during the term of this Contract, the Towns may require a different size Container, or add or delete pickups from Containers located at municipal facilities and may delete entirely pickup from any or all locations listed in Appendix B.

Training and Contract Familiarization: The Contractor shall provide a training and familiarization plan to the Towns 14 days prior to the start of the contract. The Contractor will work with the Towns to create an appropriate implementation plan for the new contract terms.

2-B Solid Waste Disposal

The Contractor agrees to dispose of all of the Towns' solid waste in a facility licensed, permitted and approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Solid Waste from the Towns, their Service Recipients and Municipal Facilities.

HOT LOADS

Radioactivity - Radiation Specialist: In the rare occasion where high radioactivity levels in a refuse or recycling load is detected and unloading is prohibited by the disposal facility, the Contractor is responsible for contacting and coordinating a radioactive specialist or radiologist to visit the site or location where the material is being held, locate the material, identify the type of

radiation and determine further action for disposal or cooling of the radioactive material throughout the lifespan of the contract, For example, if radioactive iodine, also known as I-131, which is used for Thyroid Cancer treatments, needs to be quarantined for three (3) months to allow appropriate cooling prior to disposal, the Contractor is held responsible for finding a location for the cooling process to take place and the radioactivity to dissipate. Backup equipment must be deployed if a vehicle is quarantined and has to be taken off the street for further examination. Should such an incident occur, the Contractor may seek reimbursement of costs associated with the appropriate disposal of such radioactive materials from the Towns.

2-C Recyclable Materials Processing

The Contractor shall transport all recyclable materials collected pursuant to this Contract to the recycling processing facility of the Contractor's choice. The Contractor shall provide the name and address of the facility and provide the Towns with a list of materials accepted by the processing facility. The Contractor will also be responsible for insuring that the recycling processing facility meets all state and federal regulations to operate.

2-D Contaminated Recycling Material

The Contractor shall use its best efforts to minimize recycling contamination by stickering and leaving behind noncompliant material curbside.

2-E Bulky Waste Items

The Contractor shall be required to pick up no more than one (1) Bulky Item per unit per week from residents and businesses as part of the weekly collection.

2-F Compostable Materials

The Contractor shall be required to pick up all compostable material left curbside in Compost Bins. The Contractor shall transport all compostable materials collected pursuant to this Contract to Brick End Farm in Hamilton, MA or another commercial composting facility of Contractor's choice. The Contractor shall execute a contract with the commercial composting facility to accept compostable material for the term of this Contract and provide the Towns with a copy of that contract.

Article 3 - General Information

3-A Start Date The Contractor shall commence work under the terms of this Contract as of September 26, 2016, except as otherwise provided herein. If delays are caused by acts of God, acts of government or state, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to additional time to perform and complete this Contract as requested by the Contractor to the Town Manager and Town Administrator to which they agree in writing.

3-B Collection Route The Contractor shall provide the Towns with its collection route and start time at least 14 days prior to the start of the work. There shall be no changes in the collection route or schedule without the prior written consent of the Town Manager or the Town Administrator, which consent shall not be unreasonably withheld.

Throughout the life of the Contract, the Contractor is expected to service residents in more or less the same order each week. The parties acknowledge the time of collection will vary from location to location, week to week. It is the Contractor's responsibility to return for any missed pickups if materials were missed due to error or oversight by the Contractor or by a change in

time of collection that was not approved by the Town Manager or Town Administrator.

Should the Contractor at any time request an alteration in routes or schedules, it shall be the sole responsibility of the Contractor to notify all affected service recipients of the changes. The method of notifying service recipients must be approved by the Towns.

3-C Communication with Residents

Unless otherwise agreed, the Contractor shall provide, at Contractor's expense, written notice of any changes in the route, schedule or collection of materials, made at the request of the Contractor, to all service recipients. The content of any notice must be approved by the Towns.

3-D Preparation of Materials

Solid Waste

All residents are required to place solid waste in Town-approved containers. Any bag or receptacle of such design, shape, or size (containing weekly household solid waste) that cannot be handled by one person, or that weighs over fifty (50) pounds will not be picked up. One (1) Bulky Item per week is allowed.

The Contractor shall not commingle recyclable materials separated by service recipients with solid waste.

The Contractor shall not commingle leaves and yard waste with solid waste.

Recyclable Materials

As required by the processing facility, recyclable materials shall be separated from trash by service recipients.

All residents are required to place recyclable materials in Town-approved containers, or their own containers marked for Recycling.

There shall be no limit to the amount of recyclable materials collected curbside from service recipients as long as it is generated at that location.

The Contractor shall not commingle recyclable materials separated by service recipients with solid waste.

For a flyer detailing acceptable recyclable materials see Appendix C.

Compostable Materials

Service recipients may place source-separated organics in Town-approved Compost Bins.

The Contractor shall not commingle source-separated organics with any other collected material.

There shall be no limit to the amount of source-separated organics collected curbside from service recipients, as long as they are generated at that location and in Town-approved Compost Bins.

For a listing of acceptable source-separated organics see Appendix D.

3-E Municipal Facilities Collection The Contractor will collect, remove, and properly dispose of all garbage, refuse, rubbish, solid waste, recyclable material and/or compostable material that may be produced or exist upon the premises from each of the containers and facilities listed in Appendix B, subject to the requirements set forth herein.

The Contractor agrees to make collections from each of the Municipal Facilities at the frequency

specified in Appendix B. This schedule shall not be changed without the prior written consent of the Town Manager or Town Administrator, which consent shall not be unreasonably withheld. At any time during the term of the Contract, the Towns may add or delete pickups from containers listed on Appendix B, and may delete entirely pickup from any or all locations listed on Appendix B.

The Contractor shall provide, at no additional cost to the Towns, dumpsters and wheeled carts for municipal facilities as described in Appendix B for solid waste and recyclable material. As necessary, the Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable material.

No collection from Municipal Facilities shall occur before 6:00 am or after 5:00 pm without prior approval of the Town Manager or Town Administrator.

No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, watertight containers for municipal collection of both solid waste and recyclable materials - either dumpsters or containers of galvanized steel or heavy duty plastic equipped with a tight-fitting lid and capable of being locked. The Contractor shall be responsible for the maintenance, repair, or replacement of all containers provided.

All containers shall be kept in a neat, clean, and relatively odor-free condition. The containers should be cleaned by the Contractor as needed. Any broken, damaged or missing receptacles must be repaired or replaced immediately. It is the Contractor's responsibility to wash or otherwise clean the containers, if such condition arises, at no additional cost to the Towns. All containers are to be deodorized as needed or upon request.

Any refuse or recyclable materials within a four-foot radius of dumpsters/containers shall be considered refuse to be collected.

The Contractor may place the company logo on Contractor-supplied containers.

The Towns will provide their own Compost Bins.

The Contractor will take reasonable precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within municipal boundaries) from any damage and will be responsible for any such damage caused by its failure to do so.

3-F Holiday Collection

When a scheduled collection day falls on one of the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and such other holidays as determined by the Towns. Collection for those days and all remaining days of the week shall occur one day late.

3-G Inclement Weather Ordinary snow and rain shall not be cause for omissions of the collection of solid waste, recyclable, or compostable materials in accordance with the provisions of this Contract. Collections may be rescheduled in the event of a Force Majeure in accordance with Article 9-E and then only with prior consent of the Town Manager or Town Administrator, which consent shall not be unreasonably withheld. Any expected delays in excess of 2 hours must be communicated to the Town Manager and Town Administrator.

3-H Collection Vehicles

H. EQUIPMENT

H.1 General Provisions

The Contractor is responsible for the purchase and/or leasing and maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the contractual duties specified in this Contract. Refuse collection vehicles shall have the ability to mechanically lift and dump wheeled carts and be compatible for unloading at the designated facility. All vehicles used in the collection and transportation of solid waste, recyclable materials, or compostable materials shall be of sufficient size and capacity to operate efficiently. The collection trucks shall be maintained with the most up to date pollution control devices.

Upon execution of this contract and every year thereafter on its anniversary date (in the event that the Contract option is exercised), the Contractor shall provide to the Towns a list of equipment to be used by the Contractor to provide the services covered by this Contract. The list shall contain, at a minimum for each vehicle, an identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease and stand by location. At no time during this contract shall the equipment be over 5 years old.

All equipment used by the Contractor shall be subject to inspection for sanitation, safety, and appearance and each vehicle shall be subject to approval or rejection by the Towns at any time. Rejected equipment shall be replaced by the Contractor as soon as reasonably possible.

H.2 Back Up Equipment The Contractor shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this contract. The Contractor shall have standby equipment available within a twenty (20) mile radius of the Towns. Contractor must notify the Town Manager or Town Administrator within one hour if any standby equipment is in use.

H.3 Vehicle Condition, Maintenance & Repair The Contractor shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to maintain a positive public image as reasonably determined by the Towns.

The Contractor is responsible for insuring that audible backup alarms, as required by state law, are functioning properly at all times. 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 Manager or Town Administrator to be impassable.

H.4 Vehicle Appearance & Signage All collection vehicles shall have appropriate safety markings. All safety markings shall be in accordance with Massachusetts Motor Vehicles Laws and Regulations, and shall be subject to approval by the Towns. The Contractor's name, address, telephone number and truck number shall be displayed on left and right sides of all collection vehicles in letters and figures not less than six (6) inches high. Refuse collection vehicles and equipment shall prominently display in eight (8) inch letters "Town of Hamilton/Town of Wenham Refuse Only" on both sides. Recycle Collection vehicles shall prominently display in eight (8) inch letters "Town of Hamilton/Town of Wenham Recycle Materials Only" on left and right sides. Compostable Collection vehicles shall prominently display in eight (8) inch letters "Town of Hamilton/Town of Wenham Compostable Materials Only" on left and right sides.

These may be in the form of removable decals. Collection vehicles must be kept clean, well painted, and empty when entering the Towns for collection service.

Bodies for the trucks to be used in the collection and transportation of solid waste shall be enclosed and leak proof. 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.

All equipment used for the collection or hauling of solid waste, recyclable materials, or compostable materials shall be thoroughly cleaned and scrubbed both inside and outside, and sprayed with such deodorizing material as may be deemed proper by the Towns at least once each week. The Towns and Contractor will determine a schedule for regular inspections. All vehicles, conveyances, containers, and all other equipment of whatever nature which are used by the Contractor shall be kept well repaired and maintained in a sanitary condition. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by the Towns at any time. Rejected equipment will be repaired or replaced by the Contractor as soon as reasonably possible.

H.5 Licenses & Registration All vehicles must maintain at all times current license, registration and permits as required by law.

3-I Care of Citizens' and Municipal Property The Contractor shall use its best efforts to see that its personnel handle waste receptacles and other containers with care so that the receptacles/containers are not damaged. Empty receptacles/containers shall be left covered right side up, in a standing position and in the approximate location where found. The Contractor shall use care in returning empty collection receptacles/containers to the curbside or off the edge of the traveled road.

Containers/receptacles shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Covers on waste containers/receptacles shall be replaced. Under no circumstances are waste containers/receptacles or their covers to be thrown or allowed to roll out into the street.

If containers/receptacles are damaged or destroyed by the Contractor's personnel, the Contractor shall at its expense promptly (within 48 hours) replace the damaged or destroyed receptacle with a similar container/receptacle.

The Contractor will take reasonable precautions to protect all residential and municipal property from damage and will be responsible for any such damage caused by a failure to do so. Any such damage shall be promptly repaired or paid for by the Contractor, or may be repaired by the Town and the cost thereof deducted from any payment due the Contractor under the terms of this Contract.

3-J Customer Service, Collection Day Log, Communications and Managing Agent The Contractor shall maintain and adequately staff a toll free number where complaints/collection issues shall be received, recorded and handled between the hours of 7:00 a.m. and 5:00 p.m. on every collection day. The Contractor shall receive calls from residents or the Towns in a

courteous manner and shall resolve all complaints expeditiously. The customer service office shall be in touch with all collection vehicles at all times via a two-way radio or cellular phone. Contractor shall maintain a collection day log for complaints in a format approved by the Town Manager or Town Administrator. Contractor must provide a copy of the collection day log to the Towns upon request.

The Contractor shall also designate in writing to the Town Manager and Town Administrator a "Managing Agent" upon whom all notices may be served by the Towns. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of solid waste, recyclable and compostable materials from the Towns.

There shall be, at all times, direct phone contact between the Towns and the Managing Agent. All communication between the Towns and the Contractor shall be through the Managing Agent and the Towns shall not communicate directly with drivers or other employees of Contractor.

3-K Meeting Between Contractor and Towns

The Contractor or Managing Agent shall meet with the Towns monthly or as may be requested to review Contract performance and customer complaints and resolutions, including a list of all notices left.

3-L Inspection and Reports The Contractor shall be required to submit to the Town Manager and Town Administrator on a monthly basis certified weight slips or records showing the quantity (in tons or pounds) of materials collected, segregated for solid waste, recyclables, and compostable material for each respective Town. In addition, a spreadsheet shall be forwarded to the Town Manager or Town Administrator on a monthly basis totaling the quantities shown on weight slips, segregated by solid waste, recyclables, and compostable materials.

The Towns shall have the right at any time upon reasonable notice to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Towns. Whenever requested, the Contractor shall promptly furnish the Towns full and complete written reports of operations under this Contract in such detail and with such information as the Town may reasonably request.

In addition, at the discretion of the Towns, the Contractor may be subjected to periodic weigh-ins of materials at certified scales within the Town of Hamilton or the Town of Wenham. The Town Manager or Town Administrator will select the time and place for weigh-ins. The Town will pay any direct cost incurred for the use of the scales. The Contractor will incur all other costs of the weigh-ins.

3-M End of Route Reporting All service requests for pickup reported to the Contractor before the relevant collection vehicle has left Town shall be responded to on the same day, unless otherwise mutually agreed by the Hamilton Town Manager or Town Administrator or their designees and the Managing Agent.

If any collection vehicle is unable to perform collections at any address for any reason, or is delayed in completing their collection route for any reason, the Managing Agent must notify the affected Town's Public Works Director immediately of the difficulty. The Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are picked up on the next day for collection.

3-N Complying with Directions The Contractor shall comply with any and all reasonable directions that may from time to time be given by the Town Manager or Town Administrator regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Towns and the Contractor may deem advisable for the improvement of the solid waste, recyclable, or compostable materials collection.

3-O Complaints and Individual Collections The Contractor shall make any collections in individual cases arising out of complaints or otherwise, and shall comply with all reasonable orders and instructions of the Town Manager and Town Administrator regarding collection routes, order of collections within a route, type and condition of vehicles and equipment, and other like matters which the Town Manager, Town Administrator and the Contractor deem advisable for the improvement of the service rendered to the Towns. The Contractor shall assure that collections are made in accordance with the provisions of the Contract. The Contractor shall also check complaints and make immediate collection as required.

If determined to be necessary by the Towns, the Contractor shall also have a so-called "chase" vehicle that will inspect and follow each collection route as needed to better assure quality control.

The Contractor and the Towns shall be jointly responsible for coordination of enforcement procedures between the Towns and service recipients regarding materials to be recycled or composted, appropriate set-out units, participating requirements, etc. as set forth herein.

3-P Materials from Other Sources When performing services under this contract, the Contractor's vehicles shall only collect, transport and dispose of solid waste, recyclable materials, and compostable materials from the service recipients as established under the terms of this contract. At no time during the performance of work under this contract shall the vehicles used to fulfill this Contract collect, transport or dispose of materials from any other municipality or any privately contracted customers of the Contractor during the time scheduled for service to the Towns.

3-Q Contaminated Recyclable and Compostable Materials It is the Contractor's responsibility to ensure that recyclable and compostable materials collected at curbside are not contaminated. If recyclable or compostable materials delivered to the processing facilities are determined by the processing facility's representative to be contaminated, the Contractor shall be responsible for all costs associated with disposal.

The Contractor shall be entitled to dispose, at the Contractor's sole expense, any individual load of recyclable material it deems not acceptable to the secondary market, provided that the Contractor shall notify the affected Town of the dates, disposal sites and tonnage of unacceptable recyclable material.

3-R. Hazardous Materials Hazardous materials such as the following shall NOT be intentionally collected under this Contract:

- gasoline and waste oil
- liquid oil-based paints, turpentine, paint thinners and shellac
- pesticides
- auto batteries
- explosives

- propane tanks and gas cylinders
- PCBs and radioactive waste containers
- other materials designated hazardous by DEP or EPA
- medical wastes
- mercury bearing wastes

The Contractor shall not be responsible for the handling or disposal or associated costs for hazardous materials.

3-S Ownership of Recyclable Materials All recyclable materials shall become the property of the Contractor and delivered to a Recycling Processing Facility that meets all state and federal regulations. Contractor shall provide the name and address of the facility before the commencement of this contract.

3-T Current Employees, Training and Uniforms The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the Towns any incompetent or discourteous employee when required to ensure the Contractor's performance of the work. The Contractor shall not again employ within the Towns any employee dismissed or transferred under the foregoing provisions without the consent of the Town Manager or Town Administrator.

The Contractor shall prepare route maps and train collection employees before initiating collection in the Towns and before the Contractor permits an employee to begin work in the Towns. If requested, either Town's Department of Public Works may participate in this training to share any new information.

3-U New Employees, Training and Uniform

The Contractor agrees to make its best effort to train new employees for a period of at least two weeks prior to their assuming full responsibility for their routes. The Contractor shall provide training as reasonably required to its employees to ensure the employees understand and implement the requirements of the Contract.

Employees shall wear gear that identifies them as employees of the Contractor and such gear shall include reflective safety material.

3-V Salvaging Salvaging at any time is prohibited without the permission of the Town Manager or Town Administrator.

Article 4 - Collection

4-A Collection Points Collections from residences and businesses shall be made at curbside. Municipal facilities shall be made at designated locations as detailed in Appendix B.

4-B Collection Schedule

Solid Waste

The Contractor shall collect from all residential service recipients and businesses solid waste in solid waste Containers and Official Bags:

- Once a week, Monday and Tuesday in Wenham;
- Once a week or once every other week, Wednesday through Friday in Hamilton, as proposed in Contractor's Response to the RFP.

The Contractor shall collect from all residential service recipients and businesses in Hamilton on a weekly basis (Wednesday through Friday) solid waste placed curbside in Official Bags by residential service recipients and businesses.

There shall be no limit on the number of Official Bags that may be placed for pick up as long as the solid waste is generated at that location.

The Contractor shall collect one Bulky Item once a week.

The Contractor shall collect from Municipal Facilities as per Appendix B.

Recyclable Materials

The Contractor shall collect from all residential service recipients and businesses recyclable materials in recycling Containers:

- Once a week, Monday and Tuesday in Wenham;
- Once a week, Wednesday through Friday in Hamilton.

There shall be no limit on the number of recyclable Containers that may be put out for collection as long as the materials are generated at that location.

The Contractor shall collect from Municipal Facilities as per Appendix B.

Compostable Materials

The Contractor shall collect from all residential service recipients and businesses source-separated organics in Compost Bins:

- Once a week, Monday and Tuesday in Wenham;
- Once a week, Wednesday through Friday in Hamilton.

There shall be no limit on the number of Compost Bins that may be put out for collection as long as the materials are generated at that location.

The Contractor shall collect from Municipal Facilities as per Appendix B.

The Contractor shall schedule the curbside collection of recyclable materials and compostable materials to coincide with the regular curbside collection of solid waste such that residents and businesses will have all collections on their designated day for pickup Monday - Friday.

4-C Collection Times No collection from service recipients shall be made before 7:00 a.m. or after 5:00 p.m. without prior approval from the Town Manager or Town Administrator.

4-D Missed Pickups The Contractor shall be required to collect all pickups missed due to driver error within 24 hours and at no extra cost. The collection vehicle shall return to the address of the resident on the same day as day of notice, unless the vehicle has already left the Town, in which case they will return on the following collection day. The Contractor shall be responsible for any cleanup resulting from the missed pick-up including, but not limited to, animal or bird littering or weather related littering.

4-E Non-Collection Notices The Contractor shall supply non-collection notices designed to the Towns' specifications, and approved by the Towns. Notices must be approved before printing. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected.

4-F Oversized Receptacles The Contractor shall not pick-up trash receptacles that are over prescribed capacity/limit or that weigh more than 50 pounds. The Contractor shall leave a non-collection notice explaining why receptacles were not collected.

4-G Mixing Recyclables with Solid Waste Recyclable materials in containers clearly identified for recyclable collection shall not be commingled with solid waste under any circumstances.

4-H Cleanup on Route The Contractor shall pick up all blown, littered, and broken material collected pursuant to this Contract within two hours of complaint. Each truck shall carry at all times a broom and shovel.

4-I Spillage of Waste, Recyclable or Compostable Materials If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped material immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately. If the spill is discovered after the trucks leave the Town, the spillage must be cleaned up at the start of the next day, whether or not that day is a scheduled day of collection.

4-J Hazardous Waste Spills The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the respective Town's Fire Department and Department of Public Works. The Contractor must also report spills to the MA DEP in accordance with state regulations. The Contractor shall be responsible for the handling or cleanup of any hazardous materials in accordance with federal and state regulations.

4-K Accidents and Breakdowns The Contractor shall notify the affected Town's Director of Public Works as soon as possible of any accident or breakdown that will delay normal collection. The Contractor shall notify the affected Town's Police Department as soon as possible of any accident involving injury or damage to private or public property.

Article 5 - Solid Waste Disposal

5-A Solid Waste Disposal The Contractor will bring solid waste to a permitted, licensed facility.

5-B Weights Proper weight slips from the facility, certified at a state-approved scale, must be submitted to the Town Manager and Town Administrator on a monthly basis along with an Excel spreadsheet of the monthly data for analysis by each Town.

Article 6 - Recyclable and Composting Materials Processing

6-A Processor Facility Location – Recycling The Contractor shall be responsible for executing a contract with a recycling processing facility where recyclable materials are taken. All recyclable materials shall become the property of the Contractor once collected. The Contractor will provide the Towns with the name and address of the processing facility and insure that the facility complies with all state and federal law. The Contractor shall supply the Towns with a list of materials accepted by the processing facility and will notify the Town of any changes in materials accepted by the facility.

6-B Processor Facility Location – Compostables The Contractor shall be responsible for executing a contract with Brick Ends Farm, Hamilton, MA, or another commercial composting facility that will accept the Towns' composting material. All compostable material shall become the property of the Contractor once collected. The Contractor will provide the Towns with the name and address of the composting facility and insure that the facility complies with all state

and federal law. The Contractor shall choose a composting facility that accepts at a minimum, low-grade paper, kitchen scraps, compostable plastic, non-clay based kitty litter, containers made of sugarcane, small amounts of comestible oils, small amounts of yard waste. A more detailed list is in Appendix D. The Contractor and will notify the Towns of any changes in materials accepted by the facility.

6-B Disposal of Recyclable or Compostable Material The Contractor guarantees that at no time shall recyclable or compostable materials in its custody be incinerated or landfill except as provided in this section.

The Contractor shall be entitled to incinerate or landfill, at the Contractor's sole expense, any individual load of recyclable or compostable material not acceptable to the secondary market or composting facility due to contamination, provided that the Contractor shall notify the affected Town of the dates, disposal sites and tonnage of unacceptable materials incinerated and/or landfilled. The Contractor will take all reasonable steps to minimize the frequency of rejected loads and to identify alternatives to incineration or landfill.

Article 7 - Payments to Contractor, Contract Sum and Liquidated Damages

7-A Annual Appropriation This contract is subject to the availability and appropriation of Funds. The exercise of any option for future years' service will be null and void if funds are not appropriated or otherwise made available to support continuation of performance during any contract period as provided in M.G.L. Chapter 30B, section 12 and Chapter 44, section 31.

7-B Compensation to be Paid to Contractor The Contractor shall submit an invoice to the Town Manager and Town Administrator monthly on or about the 15th day of the month for the covered period as defined in Contractor's Response to the RFP. In the event of any dispute as to any portion of any monthly or other bill, the affected Town 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. The parties shall endeavor to resolve any disputes between themselves within 30 days of such notice.

Baseline Contract Price (09/26/2016) Monthly Collection \$ _____ - Disposal \$ _____ per ton blended rate. The Baseline Contract Price is effective for the period beginning on September 26, 2016 and ending on June 30, 2017.

7-C Disputes Any claim arising out of or relating to the Contract shall be subject to mediation as a condition precedent to institution of legal or equitable proceedings by either party. Request for mediation shall be filed in writing with the other party. The parties shall agree upon a mediator. The parties shall share the mediator's fee and any filing fees equally. During the pendency of any dispute as to the amount owed, the Towns and the Contractor shall continue performing their respective obligations under the Contract.

7-D Option to Extend Contract Either Town or both Towns may choose to extend the Contractor's services upon the terms and conditions of this Contract for two additional one year terms, at compensation as negotiated by the parties.

7-E Liquidated Damages In addition to all of its other rights and remedies under the Contract, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform its obligations only if the Contractor is given prior notice of each and every event giving rise to its alleged failure to perform and a reasonable opportunity to cure. Liquidated damages for specific items of breach are set forth in Appendix D.

The affected Town 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.

Any consent or permission by an affected Town to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by an affected Town of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of a Town to seek redress for violation of or to insist upon the strict performance of, any covenant or condition of this Contract shall be deemed a waiver of that violation only. The failure of a Town to assess liquidated damages as to a specific violation shall be deemed to have been a waiver by the Town of that violation only but shall not be deemed to be a waiver of any other of the affected Town's remedies on account thereof, including its right of termination of this Contract for such default.

Article 8 - Insurance

The Contractor shall carry and continuously maintain throughout the term of this Contract insurance as specified below and in such form as shall protect the work covered by this Agreement, and the Towns and their employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, to the extent arising from operation under this Agreement. The Contractor covenants and agrees to hold the Towns and their employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Agreement.

Except as otherwise stated, the amounts of such insurance shall be not less than:

(A) Commercial General Liability to be written on a "primary and non-contributory basis" favoring the Town in the following amounts:

\$3,000,000 Products/Completed Operations Aggregate Limit

\$3,000,000 General Aggregate (Other Than Products/Completed Operations)

\$1,000,000 on account of one occurrence and

\$1,000,000 Personal and Advertising Injury

(B) Automobile Liability (Owned, Non-Owned and Hired Automobiles and Vehicles):

\$1,000,000 each accident (Combined Single Limit)

(C) Commercial Umbrella:

\$5,000,000 Products and Completed Operations

\$5,000,000 General Aggregate

\$5,000,000 Any One Occurrence

(D) Employer's Liability:

\$500,000 Each Accident

\$500,000 Each Employee Injury by Disease

\$500,000 Aggregate for Injury by Disease

(E) Workmen's Compensation Insurance including a "waiver of subrogation" favoring the Towns in the following amounts:

-as required by the General Laws of the Commonwealth of Massachusetts.

(F) Contractor's Pollution Liability and Contractor's Operations and Professional Services Environmental Insurance written on an "Occurrence" Policy Form on a primary, non-contributory basis favoring the Town in the following amounts:

\$5,000,000 Each Occurrence

\$5,000,000 Annual Aggregate

All policies shall be so written that the Towns will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. In the event any insurance carrier or Contractor's insurance agent will not provide such notice, Contractor covenants to notify the Towns, accordingly, and any failure of which by the Contractor will be deemed a material breach of this Agreement pursuant to which either Town or both Towns may terminate this Agreement. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Towns before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Towns or their officers for any injury to any of its officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Agreement. The certificate of insurance shall be delivered to the Towns at least 14 days before this Agreement is in force and effect. Failure to comply with the requirements of this Article 9 shall be cause to terminate this Agreement.

All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverages so required. The Towns shall be named as additionally insured parties on all policies issued hereunder.

Article 9 – Other Conditions

10-A Not to Assign or Subcontract The Contractor shall give its attention constantly to the faithful performance of the work, shall keep the same under its control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the Towns, and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or Contractor's claim thereto, unless by and with the like consent of the Towns. Contractor shall have the right to assign this Contract without consent of the Towns to the entity created by or resulting from a corporate reorganization, merger or transfer of substantially all of Contractor's assets.

10-B Performance Bond The Contractor shall furnish for the term of this Contract a bond in a form and with a surety company approved by the Towns and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be the total amount of this Contract sum for the initial term of the Contract. The bond shall be delivered to the Towns within 30 days of execution of this Contract and at least thirty (30) days prior to July 1 of each year thereafter this Contract is in force and effect. Failure to provide performance bond requirements shall be cause to terminate

this Contract. The Performance Bond shall not terminate without 30 days' prior notice to the Towns.

10-C Changes in the Contract The Contractor shall do the work in the manner set forth in this Contract, except that the Towns, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work, and the Contractor shall conform to such orders within a reasonable time after agreement of the parties to any adjustment in the contract price.

10-D Contract Compliance It is understood and agreed that because the public health and convenience of the Towns are involved in the performance of this Contract, Contractor shall exercise all reasonable care and diligence in the performance of the work of this Contract.

10-E Force Majeure "Force Majeure" means any event or condition having a material adverse effect upon the Contractor's or the Towns' ability to perform pursuant to this Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. "Force Majeure" events or conditions may include but are not restricted to events of the following kind: 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, changes in applicable laws, regulations or interpretations thereof, and strikes or lockouts which affect, impact or impede the Contractor's or the Towns' operations.

In the event of a Force Majeure, the nonperforming party shall not be deemed to have violated its obligations under this Contract and the time for performance of any obligation shall be extended by a period of time reasonably necessary to overcome the adverse effects of the Force Majeure event or condition. This provision shall not relieve the nonperforming 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.

10-F Labor Disputes In the event of nonperformance of the Contractor due to labor disputes for a period of more than one collection day, the Towns shall have the right to temporarily procure services of other contractors, at Contractor's expense, until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

10-G Termination

Events of and Remedies for Default

1. Contractor Events of Default

a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for seven (7) calendar days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such seven (7) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such default exceed fourteen (14) calendar days.

b. The Contractor becomes insolvent, however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated bankrupt; or admits in writing its inability generally to pay its debts as they become due.

c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.

d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.

e. The death, dissolution or termination of existence of the Contractor.

2. Towns' Events of Default

Failure of a Town to pay any sums due the Contractor hereunder within thirty (30) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the non-paying Town; provided, however, that if the non-paying Town notifies the Contractor of a dispute as to any sums pursuant to Article 7-C of this Contract within such fifteen (15) days after written notice by the Contractor to the Town of such non-payment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 7-C and the failure of the Town to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Town after such determination.

3. Remedies for Contractor Events of Default

Upon any Contractor Event of Default, either Town or both Towns may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, either Town or both Towns may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by a Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand.

4. Remedies for Towns' Events of Default

Upon either Town or both Towns' Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the defaulting Town for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Town. Default by one Town shall not be a basis for Contractor to terminate the Contract as to the other Town.

5. Termination Without Penalty

In the event that either Town or both Towns exercise the option to extend this Contract for additional years, the parties shall negotiate in good faith to set the fees, charges, and other terms

and conditions any party reasonably requests to adjust for the option years. Notwithstanding such good faith negotiations, if the parties are unable to come to agreement, the terms and conditions of the last-effective Contract term shall control until the parties agree upon a termination date that harms neither Town nor the Contractor.

10-H Towns' Liability The Towns' liability under this Contract shall be limited to the payments due hereunder. In no event shall the Towns be liable for any additional amounts, including without limitation, any indirect, special or consequential damages. No officer, board, employee, agent, official or resident of either Town or any service recipient shall ever be personally liable under this Contract and the Contractor shall look solely to the defaulting Town(s) in pursuit of its remedies upon any Town Event of Default hereunder.

10-I Protection Against Liability The Contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under this Contract and for all acts of its employees and agents hereunder, and agrees that it will indemnify, exonerate and hold harmless the Towns and their officers, boards, employees, agents and officials, and any service recipients from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject caused in whole or in part by any negligent act or omission of Contractor or those employed by it, or working under those employed by it at any level, and not caused in part by a party indemnified hereunder.

In the event the Towns require the Contractor to travel over an unaccepted street or private way, the Contractor shall not be liable for damages to a third party if such damage is not the result of negligence or an omission of the Contractor.

In the event that either Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport or dispose of the Town's trash or recyclable material, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges adjudicated against the Town.

10-J Licenses and Permits The Contractor shall obtain and pay for all licenses and permits necessary for collecting and transporting recycling materials and/or collecting, transporting and disposing of solid waste material.

10-K Laws and Regulations This Contract shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste, recyclable, and compostable material as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in this Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Towns in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Towns, their officers, agents, boards and employees, and the service recipients against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, its agents or employees. Any additional cost caused by noncompliance to any

applicable law or regulation shall be borne solely by the Contractor.

10-L Prevailing Wage Rates In accordance with M.G.L. c. 149, § 27, the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (see Appendix G). The Contractor shall provide the Town Manager and Town Administrator with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Towns at the end of each month. The Towns shall annually provide the Contractor with an updated prevailing wage schedule. The failure to provide the updated wage schedule shall not excuse the Contractor from its obligation to pay the applicable prevailing wage.

10-M Certifications by Contractor By execution of this Agreement, the Contractor certifies:

- a. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Contractor.
- c. The Contractor shall comply with all applicable requirements of M.G.L. c. 30, § 39R.
- d. Pursuant to M.G.L. c. 62C, § 49A, the Contractor certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the Contractor's behalf, filed all state tax returns and paid all state taxes required under law.
- e. The Contractor shall comply with all applicable requirements of M.G.L. c. 151B.

10-N Severability If any provisions of this contract/scope shall be held invalid, voidable, void or unenforceable, the remaining provisions of this Contract shall not be affected thereby and remain in full force and effect as permitted by law.

10-O Entire Agreement The Contract Documents represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Contract may only be amended or modified by a writing executed by the parties subsequent to the execution of the Contract unless specifically specified elsewhere in this Contract.

10-P. Attorney Fees In the event either party institutes suit in court against the other party or its surety in connection with any dispute or matter arising under this Contract, the prevailing party shall be entitled to recover reasonable attorney fees in addition to any other relief granted by the court.

IN WITNESS WHEREOF on this ____ day of _____, 2016, the said Town and Contractor executed this Agreement in their names and on their behalf by properly authorized individuals.

TOWN OF HAMILTON

CONTRACTOR

TOWN OF WENHAM

Appendix A: Solid Waste, Recycling, and Composting Tonnage Data



TOWN OF WENHAM
Monthly Tonnage Report

TRASH

	FY12	FY13	FY14	FY15	FY16
January	70.56	69.51	81.48	75.26	71.31
February	93.38	60.33	62.7	56.77	81.08
March	77.91	64.09	75.93	72.39	112.73
April	85.66	61.35	70.94	66.12	72.39
May	92.92	67.37	67.18	65.07	71.76
June	75.35	67.32	83.05	70.75	93.50
July	87.98	67.88	66.78	61.42	66.85
August	63.45	51.83	57.16	59.21	69.12
September	60.18	51.38	65.11	72.51	74.64
October	50.68	75.91	74.83	61.19	58.64
November	65.51	56.57	69.78	66.11	84.86
December	58.95	63.50	75.45	83.73	81.43
TOTAL	882.53	757.04	850.39	810.53	938.31
AVG	73.54	63.09	70.87	67.54	78.19

DIVERSION

	FY12	FY13	FY14	FY15	FY16
January	27.1%	46.7%	46.4%	44.9%	49.5%
February	31.8%	45.0%	36.4%	45.1%	42.2%
March	38.4%	41.8%	46.1%	46.6%	37.5%
April	29.2%	48.4%	43.2%	43.4%	43.2%
May	28.9%	46.0%	48.3%	46.6%	49.8%
June	28.2%	43.1%	50.5%	52.5%	49.5%
July	40.1%	46.3%	48.1%	43.5%	46.1%
August	36.9%	45.5%	48.6%	43.1%	44.2%
September	30.6%	46.7%	45.2%	46.6%	47.1%
October	53.3%	42.3%	39.4%	43.5%	43.4%
November	41.7%	52.3%	43.1%	49.3%	36.9%
December	43.7%	47.0%	35.6%	44.7%	46.1%
AVG	35.8%	45.9%	44.2%	45.8%	44.6%

RECYCLING

	FY12	FY13	FY14	FY15	FY16
January	26.26	48.53	55.59	50.81	57.79
February	43.60	39.46	26.85	39.55	47.19
March	48.54	38.15	54.42	53.09	52.56
April	35.28	48.81	43.36	43.75	43.11
May	37.76	47.82	43.76	46.82	50.24
June	29.62	41.97	66.57	65.8	61.12
July	59.02	48.08	45.3	31.08	45.66
August	37.03	35.64	38.11	37.26	40.76
September	26.55	36.99	40.81	49.7	50.07
October	45.38	45.82	37.54	38.17	35.88
November	33.72	53.47	44.75	51.81	37.52
December	36.97	44.93	34.63	55.74	56.62
TOTAL	459.73	529.67	531.69	563.58	578.52
AVG	38.31	44.14	44.31	46.97	48.21

ORGANICS

	FY12	FY13	FY14	FY15	FY16
January		12.34	14.90	10.50	12.00
February		9.83	9.04	7.00	12.00
March		7.93	10.50	10.00	15.00
April		8.84	10.50	7.00	12.00
May		9.61	19.00	10.00	21.00
June		8.94	18.00	12.50	30.50
July		10.42	16.50	16.26	11.50
August		7.6	16.00	7.50	14.00
September		8.07	13.00	13.50	16.50
October	12.39	9.84	11.10	9.00	9.00
November	13.11	8.51	8.00	12.50	12.00
December	8.71	11.27	7.00	12.00	13.00
TOTAL	34.21	113.20	153.54	127.76	178.5
AVG	11.40	9.43	12.80	10.65	14.88

*New Trash /Organics / Composting program started in April 2012

Town of Hamilton Waste and Recycling

Solid Waste Tonnage		2011	2012	2013	2014	2015	2016
Calendar	January	128.24	137.19	101.26	131.62	136.02	112.37
	February	127.92	120.73	93.28	83.77	72.88	86.76
	March	149.66	131.53	92.04	86.51	101.61	87.28
	April	136.76	84.30	92.76	105.35	107.86	108.70
	May	146.26	81.61	88.17	113.76	111.06	103.77
	June	182.47	100.20	112.20	101.02	107.57	123.18
	July	159.84	95.54	112.50	111.52	133.44	
	August	150.95	113.45	123.82	129.05	79.07	
	September	176.37	97.16	98.93	103.79	107.82	
	October	140.10	102.95	98.16	111.46	115.44	
	November	156.51	118.89	109.07	103.35	87.28	
	December	161.28	94.10	102.59	107.12	119.22	
YTD Total		1816.36	1277.65	1224.78	1288.32	1279.27	622.06
YTD Average		151.36	106.47	102.07	107.36	106.61	51.84

Solid Waste Tonnage		FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
Fiscal	July	173.24	159.84	95.54	112.50	111.52	133.44
	August	149.33	150.95	113.45	123.82	129.05	79.07
	September	175.67	176.37	97.16	98.93	103.79	107.82
	October	152.44	140.10	102.95	98.16	111.46	115.44
	November	130.01	156.51	118.89	109.07	103.35	87.28
	December	174.00	161.28	94.10	102.59	107.12	119.22
	January	128.24	137.19	101.26	131.62	136.02	112.37
	February	127.92	120.73	93.28	83.77	72.88	86.76
	March	149.66	131.53	92.04	86.51	101.61	87.28
	April	136.76	84.30	92.76	105.35	107.86	108.70
	May	146.26	81.61	88.17	113.76	111.06	103.77
	June	182.47	100.20	112.20	101.02	107.57	123.18
Total		1826.00	1600.61	1201.80	1267.10	1303.29	1264.33
Average		152.17	133.38	100.15	105.59	108.61	105.36

Recycling Tonnage		2011	2012	2013	2014	2015	2016
Calendar	January	34.97	48.61	87.95	101.48	106.65	91.80
	February	60.43	60.02	74.05	65.87	65.66	76.89
	March	64.98	48.79	73.28	80.43	78.36	93.22
	April	66.25	95.48	74.40	82.95	102.70	70.74
	May	66.38	100.63	91.77	88.31	90.41	71.64
	June	94.97	105.56	82.95	95.72	87.95	83.19
	July	74.12	88.96	82.86	98.34	103.23	
	August	46.25	94.65	91.61	93.60	81.12	
	September	76.62	82.47	70.40	74.09	88.75	
	October	71.44	87.83	89.30	113.48	106.09	
	November	67.85	106.59	95.32	92.36	86.68	
	December	93.11	95.78	96.17	111.42	117.24	
YTD Total		817.37	1015.37	1010.06	1098.05	1114.84	487.48
YTD Average		68.11	84.61	84.17	91.50	92.90	40.62

Recycling Tonnage		FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
Fiscal	July	58.01	74.12	88.96	82.86	98.34	103.23
	August	64.82	46.25	94.65	91.61	93.60	81.12
	September	42.94	76.62	82.47	70.40	74.09	88.75
	October	72.10	71.44	87.83	89.30	113.48	106.09
	November	70.07	67.85	106.59	95.32	92.36	86.68
	December	117.45	93.11	95.78	96.17	111.42	117.24
	January	34.97	48.61	87.95	101.48	106.65	91.80
	February	60.43	60.02	74.05	65.87	65.66	76.89
	March	64.98	48.79	73.28	80.43	78.36	93.22
	April	66.25	95.48	74.40	82.95	102.70	70.74
	May	66.38	100.63	91.77	88.31	90.41	71.64
	June	94.97	105.56	82.95	95.72	87.95	83.19
	July	74.12	88.96	82.86	98.34	103.23	
	August	46.25	94.65	91.61	93.60	81.12	
	September	76.62	82.47	70.40	74.09	88.75	
	October	71.44	87.83	89.30	113.48	106.09	
	November	67.85	106.59	95.32	92.36	86.68	
	June	94.97	105.56	82.95	95.72	87.95	83.19
Total		813.37	888.48	1040.68	1040.42	1115.02	1070.59
Average		67.78	74.04	86.72	86.70	92.92	89.22

Town of Hamilton Waste and Recycling

Scrap Metal Tonnage		2011	2012	2013	2014	2015	2016
Calendar							
January		0.00	0.00	0.00	0.00	0.00	0.00
February		4.48	2.75	0.00	0.00	0.00	0.00
March		0.00	0.00	0.00	0.00	0.00	0.00
April		0.00	0.00	0.00	0.00	0.00	0.00
May		2.93	0.00	0.00	0.00	0.00	0.00
June		0.00	0.00	0.00	0.00	3.93	3.36
July		2.96	0.00	4.68	0.00	0.00	0.00
August		0.00	3.69	0.00	3.78	0.00	0.00
September		3.89	0.00	0.00	0.00	1.02	0.00
October		0.00	0.00	0.00	0.00	0.00	0.00
November		3.82	0.00	2.31	0.00	0.00	0.00
December		0.00	0.00	0.00	0.00	3.08	0.00
YTD Total		18.08	6.44	6.99	3.78	8.03	3.36
YTD Average		1.51	0.54	0.58	0.32	0.67	0.28

Total		22.75	13.42	3.69	6.99	7.71	7.46
Average		1.90	1.12	0.31	0.58	0.64	0.62

Scrap Metal Tonnage		FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
Fiscal							
July		4.02	2.96	0.00	4.68	0.00	0.00
August		0.00	0.00	3.69	0.00	3.78	0.00
September		3.37	3.89	0.00	0.00	0.00	1.02
October		3.43	0.00	0.00	0.00	0.00	0.00
November		0.00	3.82	0.00	2.31	0.00	0.00
December		4.52	0.00	0.00	0.00	0.00	3.08
January		0.00	0.00	0.00	0.00	0.00	0.00
February		4.48	2.75	0.00	0.00	0.00	0.00
March		0.00	0.00	0.00	0.00	0.00	0.00
April		0.00	0.00	0.00	0.00	0.00	0.00
May		2.93	0.00	0.00	0.00	0.00	0.00
June		0.00	0.00	0.00	0.00	3.93	3.36

Total		22.75	13.42	3.69	6.99	7.71	7.46
Average		1.90	1.12	0.31	0.58	0.64	0.62

Organic Waste		2011	2012	2013	2014	2015	2016
Calendar							
January		3.23	3.05	24.81	36.50	40.52	26.00
February		2.23	2.69	20.04	30.00	26.75	23.37
March		2.77		21.64	31.00	27.65	25.72
April		3.49	27.79	27.99	21.85	34.85	37.00
May		3.94	34.77	25.87	27.06	28.09	23.18
June		3.77	37.82	27.22	24.54	29.23	24.25
July		4.35	26.30	22.66	38.84	29.35	
August		4.63	36.55	25.15	31.21	30.85	
September		3.77	19.94	23.00	32.85	24.64	
October		3.45	28.00	26.50	39.31	38.35	
November		5.44	29.55	25.00	29.40	27.36	
December		1.00	24.38	34.00	24.53	18.02	
YTD Total		42.07	270.84	303.88	367.09	355.66	159.52
YTD Average		3.51	22.57	25.32	30.59	29.64	13.29

Total		43.12	128.76	312.29	327.26	383.23	328.09
Average		3.59	10.73	26.02	27.27	31.94	27.34

Organic Waste		FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
Fiscal							
July		3.16	4.35	26.30	22.66	38.84	29.35
August		4.57	4.63	36.55	25.15	31.21	30.85
September		7.22	3.77	19.94	23.00	32.85	24.64
October		3.31	3.45	28.00	26.50	39.31	38.35
November		3.16	5.44	29.55	25.00	29.40	27.36
December		2.50	1.00	24.38	34.00	24.53	18.02
January		3.00	3.05	24.81	36.50	40.52	26.00
February		2.23	2.69	20.04	30.00	26.75	23.37
March		2.77	0.00	21.64	31.00	27.65	25.72
April		3.49	27.79	27.99	21.85	34.85	37.00
May		3.94	34.77	25.87	27.06	28.09	23.18
June		3.77	37.82	27.22	24.54	29.23	24.25

Total		43.12	128.76	312.29	327.26	383.23	328.09
YTD Average		3.59	10.73	26.02	27.27	31.94	27.34

Town of Hamilton Waste and Recycling

All Tonnage Combined		2011	2012	2013	2014	2015	2016
Calendar							
January		166.44	188.85	214.02	269.60	283.19	230.17
February		195.06	186.19	187.37	179.64	165.29	187.02
March		217.41	180.32	186.96	197.94	207.62	206.22
April		206.50	207.57	195.15	210.15	245.41	216.44
May		219.51	217.01	205.81	229.13	229.56	86.51
June		281.21	243.58	222.37	221.28	228.68	233.98
July		241.27	210.80	222.70	248.70	266.02	
August		201.83	248.34	240.58	257.64	191.04	0.00
September		260.65	199.57	192.33	210.73	222.23	0.00
October		214.99	218.78	213.96	264.25	259.88	0.00
November		233.62	255.03	231.70	225.11	201.32	0.00
December		255.39	214.26	232.76	243.07	257.56	0.00
YTD Total		2693.88	2570.30	2545.71	2757.24	2757.80	1160.34
YTD Average		224.49	214.19	212.14	229.77	229.82	96.70

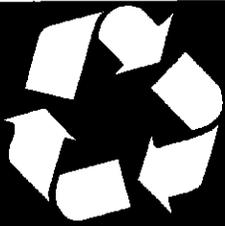
All Tonnage Combined		FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
Fiscal							
July		238.43	241.27	210.80	222.70	248.70	266.02
August		218.72	201.83	248.34	240.58	257.64	191.04
September		229.20	260.65	199.57	192.33	210.73	222.23
October		231.28	214.99	218.78	213.96	264.25	259.88
November		203.24	233.62	255.03	231.70	225.11	201.32
December		298.47	255.39	214.26	232.76	243.07	257.56
January		166.44	188.85	214.02	269.60	283.19	230.17
February		195.06	186.19	187.37	179.64	165.29	187.02
March		217.41	180.32	186.96	197.94	207.62	206.22
April		206.50	207.57	195.15	210.15	245.41	216.44
May		219.51	217.01	205.81	229.13	229.56	86.51
June		281.21	243.58	222.37	221.28	228.68	233.98
Total		2705.47	2631.27	2558.46	2641.77	2809.25	2558.39
Average		225.46	219.27	213.21	220.15	234.10	213.20

Appendix B: Municipal Buildings

Dumpsters Located at:

- **Wenham Town Hall, 138 Main Street**
- **Wenham Police Station, 1 Friend Court**
- **Hamilton DPW Facility, 577 Bay Road**
- **Patton Park Playground Complex, Hamilton**

Appendix C: Recycling Information



Single-Stream Recycling Guide

Save and Post!

You can now place all recyclables in one bin!



Mail & greeting cards



Paper egg cartons



Paperboard boxes



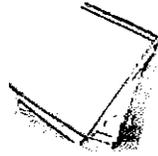
File folders



Blueprints



Magazines, brochures & catalogs



White or pastel office paper



Newspapers & inserts



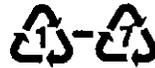
Phone Books



Corrugated cardboard & paper bags



Paper-back books



Plastic Containers

No Styrofoam



Bottles



Tubs



Jugs



Jars

NEW: Recycle plastic screw-top caps on EMPTY plastic containers



Cans



Glass bottles & jars



Clean, balled aluminum foil (2" or larger) and pie pans



Loose metal jar lids & steel bottle caps

No need to remove: paper clips, stamps, address labels, staples, tape, metal fasteners, rubber bands, spiral bindings, plastic tabs.

Please flatten all cardboard boxes.

Empty and rinse all containers.

Please follow these guidelines carefully.

Questions? Call or Visit:

Hiltz Waste Disposal
(978) 283-3335
www.hiltzdisposal.com

or
Department of Public Works
(978) 468-5520 x6

www.wenhamma.gov



plastic bags



Styrofoam® or paper to-go boxes or cups



This project is funded in part by a grant from the Massachusetts Department of Environmental Protection. Please print on a minimum of 30% post-consumer recycled paper.

aim for zer waste

Single-Stream Recycling

Appendix D: List of Compostable Materials

COMPOST GUIDELINES

You can compost a lot more than just kitchen scraps in your curbside compost bin. Here's a breakdown of what's acceptable.

Low-Grade Paper

- Tissues
- Paper towels & napkins
- Paper towel / toilet paper rolls
- Greasy Pizza boxes, wet or waxed cardboard
- Paper Chinese food container (all metal must be removed)
- Small paper items, pill bottle boxes, price tags, etc.
- Paper wrapping paper
- Tissue paper
- Chinnet (plain paper plates and bowls without a plastic coating)

Other Waste

- Kitty litter
- Hair
- #7 PLA bioplastic made from corn (cups, straws, lids)
- BPI Certified compostable bags
- Plates, bowls and containers made sugarcane
- Small amounts (smears of oils)

Kitchen Scraps

- Lobster/crab Shells
- Fruit & Vegetable scraps, including pits and seeds
- Meat, including bones
- Dairy Products
- Breads, rolls
- Eggshells
- Spoiled or moldy food
- Chopsticks and wooden stir sticks
- Coffee grounds and paper filters
- Loose tea and tea bags (no tea bag wrappers or plastic)

Yard Waste

- Weeds, flowers
- Dirt
- Potted plants (without the container)



Please No

- Plastic of any kind, including plastic bags
- Styrofoam
- Plastic-coated paper plates, cups or other items
- Plastic or metal utensils (forks, knives, & spoons)
- Popcorn bags
- Sugar packets
- Liquids, including cooking oil or grease
- Milk or juice containers (recycle them instead)
- Dryer lint
- Foil or metal
- Tape
- Biohazards
- Diapers or sanitary items
- Soap
- Dog Waste
- Fabric
- String
- Plastic or nylon twine
- Construction debris
- Clam /Oyster Shells

You may line your container with newspapers, use paper bags to contain the waste or use BPI certified compostable bags.

Organic waste must be placed curbside inside your 13 gallon organic waste container.

This project is funded in part by a grant from the Massachusetts Department of Environmental Protection
Please print on a minimum of 30% post-consumer recycled paper

Appendix E: Prevailing Wage Rates

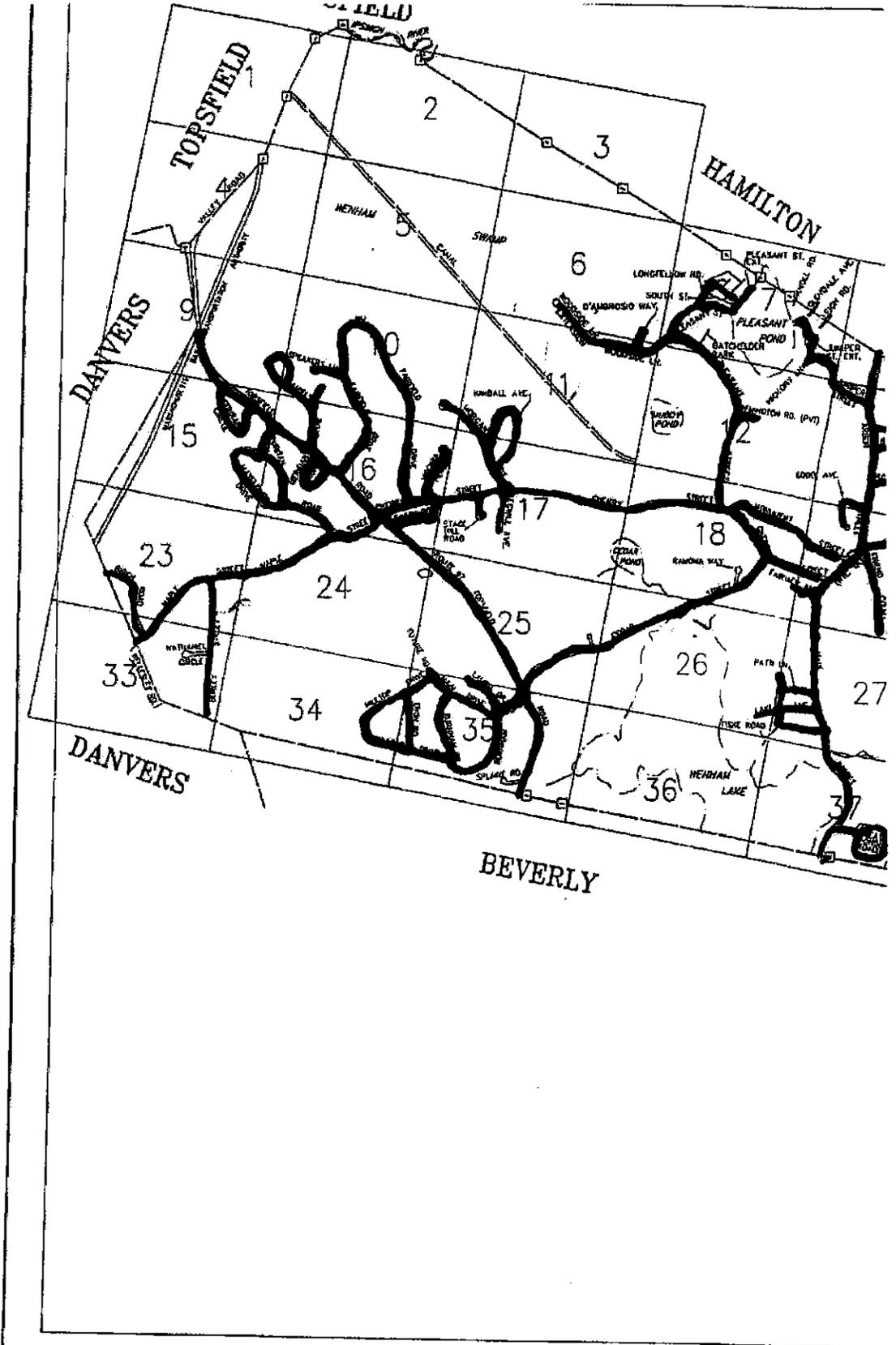
Appendix F Liquidated Damages

1. Failure to immediately pick up materials spilled during collection.	\$150 per occurrence
2. Failure to promptly pick up waste spilled during haul in Town or out-side Town boundaries if the Town receives a complaint of such spill.	\$500 per occurrence
3. Willful mishandling of waste receptacles/receptacles or recycling containers.	\$ 25 per occurrence
4. Failure to place waste receptacles/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location upon emptying.	\$ 25 per occurrence
5. Placement of receptacles, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.	\$50 per occurrence
6. Following notice of complaint, failure to collect waste 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 DPW Director.	\$150 per occurrence
7. Failure to collect appropriate materials properly set out from two (2) or more residents on the same day of the regular Collection Route, or by 9:00 a.m. of the following day if so authorized by the DPW Director.	\$100 per occurrence
8. Failure to collect 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
9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the Town.	\$250 per occurrence
10. Beginning any single collection route prior to 6:00 a.m. or finishing after 5:00 p.m. without the prior consent of the Town.	\$100 per day
11. Use of unmarked or uninspected collection vehicles.	\$500 per occurrence
12. Failure to clean vehicle or conveyances as provided for in this Contract.	\$150 per occurrence
13. Failure or neglect to furnish (within 48 hours) a replacement container meeting the requirements of this Contract.	\$200 per container not furnished
14. Collecting solid waste not compliant with Waste Reduction Program (WRP).	\$50 per occurrence
15. Disposing of as trash, those recyclable materials appropriately set out for recycling.	\$500 per occurrence \$5,000 per truckload
16. Failure to report truck breakdown or accident within 30 minutes.	\$100 per occurrence
17. Failure to maintain direct phone links between the Town and the lead trash and recycling drivers, as well as their supervisor. And also failure to maintain direct phone or radio contact between all vehicles servicing the Town.	\$250 per occurrence
18. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.	\$1,000 per occurrence
19. Commingling materials collected under this Contract with materials not collected under this contract, even if the Town will not be billed.	\$500 per occurrence
20. Delivering any waste other than as described in this Contract to disposal sites that will be billed to the Town.	\$5,000 per ton
21. Failure to submit weight slips with monthly invoice, if applicable.	\$50 per missing slip
22. Submitting weight slips for materials not collected through this Contract.	\$5,000 per occurrence

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|--|----------------------------------|
| 23. Failure to correct billing error within one week after notification by Town. | \$100 per occurrence |
| 24. Failure to provide prevailing wage rate information as required under this Contract. | \$500 per incident |
| 25. Failure to adequately maintain 1-800 or local phone service for Town. | \$250 per 4 hours out of service |
| 26. Use of collection vehicle marked "Town of Hamilton and Town of Wenham" for the collection and/or haul of waste other than provided for under the provision of this Contract. | \$5,000 per occurrence |

ALL DAMAGES REFERRED TO IN ARTICLE 7-E (LIQUIDATED DAMAGES) MAY BE DEDUCTED BY THE TOWNS FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

Appendix G Collection Routes / Streets



PROPERTY MAPS PREPARED BY: ESSEX SURVEY SERVICES, INC. SALEM, MASSACHUSETTS, 1969

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM IN NAD 27.

DIGITIZED IN 1999 BY
CARTOGRAPHIC ASSOC. INC.
 PROFESSIONAL CONSULTANTS

MUNICIPAL MAPPING - GIS - PUBLIC WORKS INFORMATION MANAGEMENT
 11 PLEASANT STREET, P.O. BOX 297, LITTLETON, NEW HAMPSHIRE 03061
 (603)444-6786 - 1(800)823-4540 - FAX (603)444-1366 - WWW.CAI-INTL.COM

28 1"=100' SCALE MAP

TOWN OF HAMILTON
Rubbish Pick Up Day Alphabetical by Street

Street Name	Day of the Week
Adams Road	Wednesday
Alan Road	Friday
Alexander Way	Thursday
Annie's Lane	Wednesday
Anthony Road	Wednesday
Appaloosa Lane	Friday
Appleton Ave	Friday
Arabian Way	Friday
Arlington Street	Wednesday
Arthur Ave	Wednesday
Asbury Ave	Wednesday
Asbury Grove	Wednesday
Asbury Grove	Wednesday
Autumn Lane	Thursday
Baker Ave	Wednesday
Bancroft Way	Thursday
Bass Road	Friday
Bay Road	Thursday
Beech St. Ext.	Friday
Beech Street	Friday
Berry Circle	Friday
Berrywood Lane	Friday
Birch Road	Friday
Bittersweet Lane	Friday
Blackbrook Road	Wednesday
Blueberry Lane	Friday
Boardman Lane	Thursday
Boston Ave	Wednesday
Bradford Road	Wednesday
Briarcliff Lane	Thursday
Bridge Street	Friday
Carriage Lane	Thursday
Central Ave	Wednesday
Central Place	Wednesday
Chebacco Road	Friday
Chestnut Street	Thursday
Cottage Street	Thursday
Crescent Road	Thursday
Cummings Ave	Thursday
Cunningham Drive	Wednesday
Cutler Rd (Bay to Bridge)	Thursday
Cutler Road (Highland to Bridge)	Wednesday
Day Ave	Wednesday
Denise Lane	Friday
Dentali Road	Friday
Don Byrne Way	Thursday
Donald Road	Friday
Durham Ave	Wednesday
Echo Cove Road	Friday
Elliott Street	Thursday

Street Name	Day of the Week
Elm Street	Thursday
Erin's Way	Thursday
Essex Ave	Wednesday
Essex Street	Friday
Fairfield Drive	Thursday
Farrington Lane	Thursday
Forest Street	Friday
Fox Run Road	Thursday
Gail Ave	Wednesday
Gardner Street	Thursday
Garfield Ave	Wednesday
Gifford Ave	Wednesday
Glendale Ave	Wednesday
Goodhue Street	Wednesday
Grant Ave	Wednesday
Greenbrook Road	Friday
Gregory Island Road	Friday
Griffith Road	Friday
Hamilton Ave	Thursday
Hamlin Ave	Wednesday
Harris Ave	Wednesday
Hatfield Road	Wednesday
Haven Ave	Wednesday
Hedding Ave	Wednesday
Hickory Lane	Friday
High Rock Lane	Friday
Highland Street	Wednesday
Home Street	Thursday
Homestead Circle	Thursday
Honeysuckle Road	Wednesday
Horseshoe Lane	Thursday
Howard Street	Wednesday
Hunter Lane	Friday
Idlewood Lane	Wednesday
Junction Lane	Private Company
Juniper Road	Friday
Kennedy Road	Friday
Kingsley Ave	Wednesday
Knoll Road	Wednesday
Knowlton Street	Friday
Lake Drive	Wednesday
Lake Shore Ave	Friday
Lee Park	Wednesday
Leigh Road	Wednesday
Lincoln Ave	Wednesday
Linden St (Highland to Lois)	Wednesday
Linden St (Lois to Willow)	Thursday
Locust Street	Thursday
Lois St (Linden to Rust)	Thursday
Lois St (Linden to Savoy)	Wednesday

TOWN OF HAMILTON
Rubbish Pick Up Day Alphabetical by Street

Street Name	Day of the Week
Longmeadow Way	Thursday
Lorenzo Ave	Thursday
Madonna Road	Wednesday
Manor Hill Road	Thursday
Maple Ave	Wednesday
Maple Street	Wednesday
Margaret Road	Thursday
Margerie Street	Thursday
Martel Road	Friday
Meyer Lane	Thursday
Meyer Road	Thursday
Miles River Road	Friday
Mill Street	Thursday
Morris Ave	Wednesday
Moulton Street	Thursday
Moynihan Road	Wednesday
Mt Zion Ave	Wednesday
Naples Road	Wednesday
Norman Road	Thursday
Norris Road	Friday
North Street	Thursday
Northedge Road	Thursday
Oak Street	Thursday
Old Cart Road	Friday
Orchard Road	Thursday
Ortins Road	Thursday
Overhead Drive	Thursday
Paddock Lane	Thursday
Park Street	Wednesday
Partridgeberry Lane	Friday
Patton Drive	Thursday
Perkins Ave	Wednesday
Pierce Ave	Wednesday
Pilgrim Road	Thursday
Pine Street	Thursday
Pine Tree Drive	Wednesday
Pleasant Ave	Wednesday
Pleasant Street	Thursday
Plum Street	Thursday
Plum Tree Court	Thursday
Porter Lane	Wednesday
Postgate Road	Friday
Prides Park	Thursday
Prospect Street	Friday
Railroad Ave	Thursday
Red Coach Road	Wednesday
Reinhalter Lane	Friday
Ricker Circle	Wednesday
Robson Circle	Wednesday
Rockmaple Ave	Thursday

Street Name	Day of the Week
Roosevelt Ave	Wednesday
Rust Street	Thursday
Sagamore Farm Road	Thursday
Sagamore Street	Friday
Savoy Road	Wednesday
School Street	Friday
Sharon Road	Wednesday
Spingler Way	Friday
Spring Ave	Wednesday
Stopford Street	Wednesday
Sunnyside Ave	Wednesday
Sunset Lane	Wednesday
Surrey Lane	Friday
Taft Woods Row	Friday
Tally Ho Drive	Thursday
The Circle	Wednesday
Thompson Ave	Wednesday
Union Street	Thursday
Veranda Circle	Friday
Villa Road	Friday
Village Lane	Friday
Waldingfield Road	Wednesday
Walnut Lane	Thursday
Walnut Road	Thursday
Washington Ave	Wednesday
Wesley Park	Wednesday
Western Ave	Wednesday
Whipple Road	Friday
White Road	Friday
Willow Street	Thursday
Winthrop Street	Wednesday
Wood Drive	Friday
Woodbury Street	Friday
Woodland Mead	Wednesday
Woodside Road	Wednesday