

# CONTRACTUAL AGREEMENT



## BETWEEN OWNER AND CONTRACTOR

Made as of 11 day of June in the year of Two thousand nineteen.

BETWEEN the owner: Town of Halifax  
Board of Selectmen 499  
Plymouth Street  
Halifax, MA 02338

And the Contactor: Waste Management of Massachusetts, Inc  
26 Patriot Place  
Suite 300  
Foxboro, MA 02035

The Project is: Collection and transportation of refuse and  
trash Disposal of collected refuse and trash

The Owner and Contractor agree as set forth below.

# CONTRACTUAL AGREEMENT

## TERMS AND CONDITIONS

### SECTION 1

#### CONTRACT WORK

##### 1. Community Profile

The Town of Halifax believes, but does not represent or warrant that there are at present within the Town approximately 49 miles of accepted streets and 10 miles of unaccepted streets and approximately 2920 premises. Error in stating therein the mileage or number of premises, or change therein, due to change in population or growth of business in the Town shall not affect the obligation of either party in any way. The submission of a bid by anyone shall be conclusive evidence that such person has satisfied himself by actual inspection so far as he wishes to do, as to the actual mileage and number of premises from which collections will be required.

##### 2. Description of Solid Waste Collection

All residents have the option of subscribing to the collection and disposal services provided by the Town or they may contract privately with an independent hauler for these services.

**PAYT Program:** The work under this contract generally consists of curbside collection of solid waste.

Collection shall be of all household solid waste, garbage, and trash. Recycling rules and regulations, including the Massachusetts Solid Waste Facility Management Regulations 310 CMR 19.017 must be followed. Building and construction wastes, and industrial wastes are not to be included as part of household solid waste. Contractor accepts title to all acceptable waste collected and/or transported, title and possession to unacceptable waste will remain with the generator. Contractor will use its best efforts to report identifiable unacceptable waste to the Town. The decision of the Town as to whether any material is collectable refuse, or need to be collected, shall be final.

**UNACCEPTABLE WASTE** shall mean all hazardous material or waste defined in 310 CMR 19.000, those items covered under the mercury disposal prohibition pursuant to 310 CMR 76.00, all Solid Waste rejected from the Disposal Facility, ineligible commercial garbage, Construction and Demolition Debris, ash from heating plants, wood and coal stoves, stones, rocks, automobile parts, used tires and waste oils, pesticides and sewage wastes.

The collection shall be made from all human habitations throughout the entire Town of Halifax with the exception of the Halifax Mobile Home Estates, whether located on accepted or unaccepted streets, provided that, if the Town shall determine that any premises are not reasonably accessible because of distance from usually traveled ways, or condition of private ways or driveways, or the refusal of the owner of the premises to permit Contractor's vehicle to be driven on his private driveway, does not permit the Contractor access to the premises, but

# CONTRACTUAL AGREEMENT

nevertheless shall collect refuse accumulated thereof if same is placed, at the collection time, in a container conforming to the rules of the Town at any accessible spot as designed by the Town.

## 3. Solid Waste Collection - Municipal Buildings and Properties

The list below shows the container sizes that the contractor must provide and frequency of pickup for the following municipal buildings. All containers must be fully secured to prevent unauthorized access. The cost of pickup and disposal of these containers is included in the contract price.

Location	Size	Frequency
Halifax Elementary School — 479 Plymouth St.	10 yd	2 times a week
Town Hall — 499 Plymouth Street	4 yd.	Once per week
Library — 470 Plymouth Street	4 yd.	Once per week
Police Station — 540 Plymouth Street	2 yd.	Once per week
Fire Station — 438 Plymouth Street	4 yd.	Every other week
Water Department — 500 Plymouth Street	4 yd.	Every other week
Highway Barn — 60 Hemlock Lane	4 yd.	On call
Elementary School fields — behind School	4 yd.	Every other week

The list below shows the 90-gallon totes that the contractor must provide and the frequency of pickups for the following locations

Vaughan Playground – next to Police Station	2 Toters	Once per week
Matt Whitcomb Playground – 129 Holmes St	1 Toter	Once per week
Summit Street soccer fields – 75 Summit St	2 Toters	Once per week
HOPS Playground – by the Library	2 Toters	Once per week

A collection every week during the months of May, June, July, August and September the following beach areas.

Lingan Street — 45 Lingan Street	2 Totes
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The pickup of the 90 gallon totes is included at the contract price. Disposal of these containers will be included with household trash delivered to contractors' choice.

## 4. Household Collection Schedule and Routes

The PAYT trash collection is picked up curbside on Mondays and Tuesdays. Each premise in the Town is to be picked-up once each week. When a holiday falls on a pickup day, collection will be delayed by one day. The holidays observed are as follows: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, and Christmas Day.



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The town has instituted a BAG/TAG refuse collection method. All refuse must be contained in specially-imprinted bags (Town imprinted bags) that are purchased from the Town. Any items not in a bag must have a specially-imprinted tag imprinted tag) that has been purchased from the Town on them. Tagged items cannot exceed 25 pounds. The collection shall be made with as little disturbance as possible and courtesy should be shown at all times. Under no conditions shall collection start before 7:00 AM. The expressed wish of each occupant as to the route of entering and leaving the premises shall be observed. The contractor's vehicle shall not be driven into yards or on private driveways against the expressed wishes of the occupant. The container on the collector's collection vehicle shall be completely enclosed.

## 5. Equipment

The Contractor shall equip itself with sufficient number of sound motor vehicles in good mechanical and structural condition, not less than one compactor, to make the collection in accordance with specifications. The vehicles, before being placed in commission, and at all times thereafter, shall be subject to the inspection and approval of the Town and changes therein at any time reasonably required by the Town to make them sanitary and clean, shall be made by the Contractor. The Contractor shall submit with its bid a full description of the chassis and container of each vehicle. In the event of the failure of the original vehicle, the Contractor must be able to furnish and supply a backup compactor to fulfill his contract of the specified time.

## 6. Collection and transportation of recyclables and Center roll-offs:

The list below shows the roll-offs that the contractor must dispose of on an on-call basis. All roll-offs are located at the Halifax Recycling Center, 917 Plymouth Street, Halifax, MA 02338.

Item	Size of roll-off	# of Roll-offs
Bulky Waste*	40 yard	2
Metal box *	40 yard	1
Compactor Box*	40 yard	1
Bulk Plastic	40 yard	1

\* Containers must be provided by the contractor



# CONTRACTUAL AGREEMENT

## SECTION 2

### OWNER

The owner shall furnish all legal descriptions of work including but not limited to the specifications.

The Owner shall secure and pay for all permits and fees for necessary approvals, easements, assessments, and charges required for the construction of property.

The Owner has the right to stop the Work if the Contactor fails to correct or persistently fails to perform the Work in accordance with the requirements of the Contract.

The Owner has the right to perform the Work if the Contractor fails to correct the deficient Work after 10 days from a written notice to the Contractor. The Owner may make good the deficiencies and may deduct the reasonable costs including Owner' s expenses and compensation for related services from payments to the Contractor.

## SECTION 3

### CONTRACTOR

The Contractor has the responsibility of examining all specifications of the Contact Work and shall observe all conditions affecting the Work, before starting each section of the Work. Any errors, omissions, or inconsistencies in the Contract and shall be reported promptly to the Owner or the Owner's Architect.

The Contractor shall secure and pay for all permits and fees for necessary use or occupancy of property.

The Contactor shall enforce strict discipline and good order among the employees performing the Work.

The Contractor shall adhere to applicable laws, rules, regulations, ordinances, and lawful orders while performing the Work and shall report any variances immediately.

All employees of the Contractor shall be fit to perform their tasks assigned for the Work-

Substitution of material by the Contractor will only be allowed with prior permission from the Owner.

In performing professional services, Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

# **CONTRACTUAL AGREEMENT**

## **SECTION 4**

### **EFFECTIVE START DATE AND SUBSTANTIAL COMPLETION**

Not with standing verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under the contract shall be the date the Contract is executed by an authorizing signatory of the Contractor and the Owner, a later date specified in the Contract, or the date of any approvals required by law or regulation, whichever is later.

Effective Start Date: July 1, 2019

This contract shall achieve substantial completion of the entire work not later than:

Substantially completed and approved: June 30, 2022

## **SECTION 5**

### **TERMINATION OR SUSPENSION**

The Owner may terminate the Contract with cause and without penalty, or may terminate or suspend the Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by the Contract, so long as the Owner has given the Contractor fifteen (15) days' notice of said breach or failure to perform and the Contractor has not remedied said breach or failure to perform, or in the event of an elimination of an appropriation or availability of fund for the purposes of the Contract, or in the event of an unforeseen public emergency mandating immediate Owner action. Upon immediate notification to the other party, neither the Owner nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond the control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. Contractor shall be paid for services rendered up to the date of termination.

## **SECTION 6**

### **WRITTEN NOTICE**

Written notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Owner or the Contractor. Any written notice of termination or suspension, delivered to the Contractor shall state the effective date and period of notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure and alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice.

# CONTRACTUAL AGREEMENT

## SECTION 7

### CONTRACT SUM

Collection of curbside residential solid waste and collection of town dumpsters solid waste indicated in Section 1 Item 3 known as Municipal Building and Properties

Annual collection price July 1, 2019 – June 30, 2020 = \$131,202.00

Annual collection price July 1, 2020 – June 30, 2021 = \$135,138.00

Annual collection price July 1, 2021 – June 30, 2022 = \$139,192.00

Disposal of Residential solid waste and disposal of solid waste in town dumpsters indicated in Section 1 item 3 as Municipal Building and Properties

Disposal price July 1, 2019 – June 30, 2020 = \$86.00 per ton

Disposal price July 1, 2020 – June 30, 2021 = \$88.60 per ton

Disposal price July 1, 2021 – June 30, 2022 = \$91.25 per ton

### Halifax Recycling Center

Contractor to provide Collection and transportation of the Roll offs located at Halifax Recycling Center on an “on call” basis. Disposal Costs of these roll offs are the responsibility of the Town. Haul charges are based on transportation to the following Town selected disposal sites

Bulky Waste and Construction Debris – Champion City, 138 Wilder Street, Brockton

Rigid Plastic – BFI, 195 Mulberry Street, Brockton

Single stream – Waste Management, 40 Ledin Drive, Avon

Metals – Atlantic Metal, 1282 Main Street, Hanson.

All roll off haul rates listed below shall be subject to a 3% increase each July. First increase will be on July 1, 2020

Bulky Waste (30 yard)	Haul	\$220.00
Compactor Box	Haul	\$290.00
Metal box (40 yard)	Haul	\$220.00
Bulk Plastic	Haul	\$290.00



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## ALTERNATES

The contract is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the owner:

There are no alternates.

## UNIT PRICES

Unit prices, if any, are as follows:

**Excess Tonnage** - In the event Disposal Tonnage is confirmed and verified by an independent third party as exceeding 585 tons in the current fiscal year, Contractor will receive a disposal cost adjustment for the excess tonnage equal to the then annual collection price indicated in section 7 divided by 585 tons and multiplied by the additional tons reported.

**Additional cost per for additional service and/or municipal container requirements above and beyond those listed in Section 1 Item 3 will be invoiced at a rate of \$7.50 per yard.**

## SECTION 8

### PAYMENTS

The Contactor shall only be compensated for performance delivered and accepted by Owner in accordance with the specific terms and conditions of the Contract. All Contractor Payments are subject to appropriation pursuant to M.G.L. c29 sec26 or the availability of sufficient non-appropriated funds for the purposes of the Contract and shall be subject to intercept pursuant to M.G.L. c7A sec3. Overpayments shall be reimbursed by the Contractor or may be offset by the Owner from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contactor, shall in each instance operate as a release and discharge of the Owner from all claims, liabilities, or other obligations relating to the performance of the Contract.

### PROGRESS PAYMENTS

Payment is due 30 days from the later of dates specified in above or receipt of payment request or invoice.

### HOLDBACK

No hold back.

# CONTRACTUAL AGREEMENT

## FINAL PAYMENT

The Owner shall make final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the Work has been completed and the Contract fully performed.

## SECTION 9

### CONTRACT DOCUMENTS

The contract document is this executed Agreement Between Owner and Contractor and shall not be construed as a contractual relationship between the owner and the subcontractor(s), the owner and the architect (if applicable), or any third parties and the Owner and the Contractor. It is the intention of this Contract to be all-inclusive to complete Contract Work. Execution of this Contract assumes that the Contractor has visited the site and is knowledgeable about the local conditions for any installation, service or construction involved in the Contract Work.

The Contract Documents are listed below and, except Modifications issued after execution of this Agreement, are follows:

The supplementary and other Conditions of the Contract are those as follows:

The term, conditions and proposed modifications to this Agreement, contained in WMMA's Proposal dated May 30<sup>th</sup>, 2019 accepted by the Town, is attached hereto as Exhibit A and incorporated as part of this agreement. To the extent any term or condition set forth in this Agreement conflicts with any term or condition set forth in the said Proposal, the terms and conditions of this Agreement shall prevail and take precedence.

The Specifications are those as follows:

Attached to and incorporated within this Agreement . . .

The drawings are as follows, and any questions on the drawings should refer back to the specifications for clarification:

Drawings for location are available at the site.

## **SECTION 10**

### **ASSIGNMENT**

The Contractor may not assign, or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under the Contract, without the written consent of the Owner.

## **SECTION 11**

### **SUBCONTRACTING**

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under the Contract must be in writing with the exclusion of analytical services, authorized in advance by the Owner and shall be consistent with the subject to the provisions of these Terms and Conditions of the Contract. Subcontractors will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under the Contract. The Owner is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

## **SECTION 12**

### **KEY PERSONNEL**

The following individuals are expected to perform the following work on this project.

None specific to this Project.



# **CONTRACTUAL AGREEMENT**

## **SECTION 13**

### **AFFIRMATIVE ACTION, NON-DISCRIMINATION IN HIRING AND EMPLOYMENT**

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law

## **SECTION 14**

### **INDEMNIFICATION**

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Owner, including its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Owner may sustain which arise out of or in connection with the Contractor's performance of the Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Owner. After prompt notification of a claim by the owner, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement or judgment. The Owner shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

## **SECTION 15**

### **WAIVERS**

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach or manner by a party shall not be construed as a waiver, nor in any way limit the legal equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach

## **SECTION 16**

### **RISK OF LOSS**

The Contractor shall bear the risk of loss for any Contractor's materials used for the Contract and for all deliverables, Owner's property or other data which is in the possession of the Contractor or used by the Contractor in the performance of the Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Owner.

## **SECTION 17**

### **PROJECT SAFETY**

It is the Contractor's responsibility to setup, maintain and monitor safety procedures to assure the safety and security of all employees, material, and abutting property from damages related to the Work.

## **SECTION 18**

### **INSURANCE**

The Contractor shall purchase and maintain sufficient insurance to lawfully conduct business in the Project's jurisdiction(s). The coverage must include worker's compensation, vehicle liability, damages because of bodily injury, death, and claims for other damages/losses to property arising from performance of the Work.

# CONTRACTUAL AGREEMENT

## SECTION 19

### FORUM, CHOICE OF LAW AND MEDIATION

Any actions arising out of the Contract shall be governed by the laws of Massachusetts and shall be brought and maintained in a State or federal court in Massachusetts, which shall have exclusion jurisdiction thereof. The Owner and the Contractor may agree to voluntary mediation through the American Arbitration Association of any Contract dispute and will share the costs of such mediation. This Section shall limit no legal or equitable rights of the parties.

## SECTION 20

### CONTRACT BOILERPLATE INTERPRETATION, SEVERABILITY, CONFLICTS WITH LAW, INTEGRATION

Any amendments or attachments to the Contract, which contain conflicting language or has the affect of deleting, replacing, or modifying officially printed language of these Terms and Conditions, shall be interpreted as superseding this contracts agreements language. If any provision of this contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provision of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. The parties must execute all amendments in writing. The printed language of the original Terms and Conditions of this contract shall supersede any conflicting verbal or oral agreements relating to the performance of this contract.

## SECTION 21

### OTHER CONDITIONS OR PROVISIONS

None

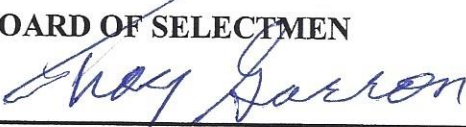
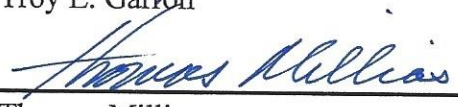
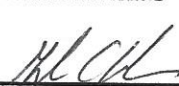


# CONTRACTUAL AGREEMENT

## SECTION 22 SIGNATURES

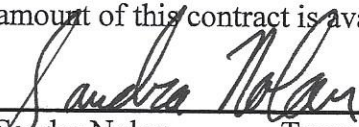
OWNER: TOWN OF HALIFAX

### BOARD OF SELECTMEN

	<u>6/12/2019</u>
Troy E. Garron	Date
	<u>6/11/2019</u>
Thomas Millias	Date
	<u>6/11/2019</u>
Gordon C. Andrews	Date

### CERTIFICATION OF AVAILABLE FUNDS:

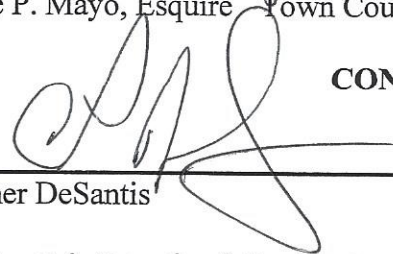
In accordance with MGL c.44 sec. 31C, this is to certify that an appropriation in the amount of this contract is available therefore.

	<u>6/12/19</u>
Sandra Nolan	Date
Town Accountant	

### APPROVED AS TO FORM:

<u>See next page</u>	
Lawrence P. Mayo, Esquire	Date
Town Counsel	

### CONTRACTOR:

	<u>6/27/19</u>
Christopher DeSantis	Date
<u>CHRISTOPHER P. DESANTIS</u>	<u>PRESIDENT</u>
Print Name	Title

# CONTRACTUAL AGREEMENT

## SECTION 22 SIGNATURES

**OWNER: TOWN OF HALIFAX**

### BOARD OF SELECTMEN

Troy E. Garron

Date

Thomas Millias

Date

Gordon C. Andrews

Date

### CERTIFICATION OF AVAILABLE FUNDS:

In accordance with MGL c.44 sec. 31C, this is to certify that an appropriation in the amount of this contract is available therefore.

Sandra Nolan

Town Accountant

Date

### APPROVED AS TO FORM:

  
Lawrence P. Mayo, Esquire Town Counsel

6/3/19  
Date

### CONTRACTOR:

Christopher DeSantis

Date

Print Name

Title

# **CONTRACTUAL AGREEMENT**

## **EXHIBIT A**

**CONTRACTORS PROPOSAL DATED MAY 30<sup>TH</sup>,2019**

**ATTACHED ON THE FOLLOWING PAGES**





**WASTE MANAGEMENT**  
Waste Management Inc. of Massachusetts  
100 Hill Street  
Horton, MA 02766


May 30, 2019

Town of Halifax


455 Plymouth Street  
Halifax, MA 02338

Dear Board of Selectman:

Waste Management of Massachusetts, Inc is pleased to present the following response to "Town of Halifax, Proposal for Curbside Collection Contract" As a Waste Management customer you are at the center of how Waste Management works. We value your safety, your time, your ability to positively impact the environment, and your business. This is why we provide personalized solutions with services that are designed around your needs. Waste Management works with communities of all sizes across the Country and we are constantly using this experience to set a higher standard service. As a Waste Management customer, you can expect:

 **The best value for your community:** When choosing a provider for your community's waste and recycling needs, value is more than just the bottom line. Value to your residents is about what they get for the money you pay. With Waste Management you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best price possible. It's our job to constantly think about waste - not yours. We will provide you with a carefree experience from day one through the entire term of the agreement.

 **A partner that does things the right way, every day:** Waste and recycling management are highly regulated operations with the potential for significant adverse environmental impacts if not handled properly. Waste Management doesn't just pick up trash or recycling, we have high tech solutions to manage it. We own and operate our own material recovery facilities, organics processing facilities, and state-of-the-art landfills. As a leader in environmental solutions, we give you peace of mind that your materials will be managed in full compliance with all local, state, and national regulations. As the largest, most financially-stable environmental solutions provider in North America, we can also finance all operational improvements, equipment, facility upgrades, and container purchases internally. We do not have to rely on the timelines and terms of third-party creditors. Our resources give us the ability to provide gold-standard insurance to protect our partners.

 **Dedication to your goals because your priorities are our priority:** The offerings we provide to our customers clearly differentiate our company from our competitors and demonstrate the value, service, and sustainability solutions we will provide to the Town if awarded this contract, such as:

- Competitive pricing
- An Account Manager to manage the day-to-day operations of your services
- 24/7/365 customer service
- State-of-the-art technology that increases economic and environmental efficiencies
- Minimal disruption to current service

Local operations resources - including trucks, equipment, and drivers - with an extensive national research and development network to drive efficiencies

Thank you for the opportunity to participate in your selection of an environmental services partner. We are eager to earn your business and our team is dedicated to go above and beyond to deliver best-in-class service. Please do not hesitate to contact me with any questions.

Sincerely,

Heather Louro, Public Sector Solutions Representative  
508-962-9825, hlouro@wm.com



# CONTRACTUAL AGREEMENT

## Putting Town of Halifax First

**Waste Management** is your partner for environmental service and solutions whose people go above and beyond to serve and solve every challenge **the right way.**

As the industry-leading, largest publicly owned company providing integrated environmental services in North America, it is our responsibility to set the bar for the way waste solutions should be provided. With our headquarters in Houston, Texas and a network of local operations nationwide, we serve commercial, industrial, municipal, and residential customers in the United States and Canada. We take what we learn nationally, serving nearly 20 million customers, and make managing waste an effortless experience for you.

Our team of more than 42,300 men and women are dedicated to running our extensive network of operations the right way, every day. Our national infrastructure includes:

- 244 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 127 Beneficial-use landfill gas projects
- 99 Material recovery facilities, including 44 single stream recycling facilities
- 305 Transfer stations
- 40 Organics processing facilities

## Delivering an Exceptional Customer Service Experience for Town of Halifax's Residents and Staff

The Town of Halifax residents and staff will have many options for how and when they interact with Waste Management. Our dedicated Customer Experience Team will support Halifax residents by managing every phone call, email, and online customer service interaction with unparalleled professionalism. All customer experience representatives have extensive training and readily-accessible access to Town of Halifax-specific resources and service information. Our representatives are empowered to resolve customer issues during the first interaction and we want customers to describe their interaction with Waste Management as convenient and simple.

Our state-of-the-art call centers across North America include integrated operating systems so they can act as backups for each other if ever needed. This redundancy will provide Town of Halifax assurance that your residents' inquiries will be answered when they contact us, even in the wake of natural disasters or emergency situations.

Also, Halifax Staff can always count on reaching Public Sector Solutions Representative Heather Louro on her mobile phone, 508-962-9825, in the case of an emergency.

## Serving Town of Halifax with Integrated, State-of-the-Art Technologies

When it comes to providing seamless service for communities we are pushing past industry standards by utilizing state-of-the-art onboard technology. Our fleet of trucks for Halifax is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic, interactive route data. Throughout their route, drivers see all assigned stops and service tickets on their touch screens. We can update a driver's route remotely and in near real-time based on the productivity of each route, incoming customer requests, and local traffic considerations. This means routes are completed each day as scheduled. As drivers progress through their routes, they use their OCS to log completion of each service performed. Service verification significantly cuts the potential for a missed collection and allows our in-office team members to provide your residents and staff, with precise service details when they contact us with questions.

## Keeping Town of Halifax's Neighborhoods Safe

We share the road with you, our customer and it is our job to keep your Town safe while we perform our waste management services. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces actions and behaviors.

Each Waste Management driver undergoes standardized in-class and on-road training to ensure understanding of operating policies and procedures. Safety is something that we talk about, evaluate and live each day. Our dedication to safety never stops. As such, drivers also participate in ongoing trainings covering topics such as managing intersections, rollover prevention, following distance, pedestrian and bicyclist awareness.



Safety performance is tracked monthly by area, service function, and equipment use. We monitor trends, conduct regular performance reviews, and immediately address areas for improvement. Overall injury rates in our industry have improved substantially in recent years, and Waste Management's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer base.

You do not need to search long to see how we fulfill our commitment to safety - it is woven into everything we do - from hiring practices to training to advancing safety technologies to preventive maintenance.

### A Financially Stable Partner - Providing Peace of Mind for the Halifax Community

Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our extensive waste management services.

Revenue in 2017 was \$14.5 billion, and Waste Management has an asset base of nearly \$22 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit.

Waste Management's financial strength gives the Town of Halifax assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- All new capital requirements are internally financed by Waste Management using cash flow from existing operations, which means that procurement of our new trucks, carts, containers, and facility investments are not dependent upon the timeline and terms of third-party creditors.

Waste Management's financial strength helps us to continually advance services for all the customers we serve, including the Town of Halifax, and we are committed to maintaining that strength.

## THE RIGHT WAY

The relationships we create with customers.  
The proactive solutions we offer.  
How we serve our communities.  
Every safety measure we take.  
Every stop on every route.  
Disposing of every piece of waste the right way.  
Innovating for a more sustainable tomorrow.  
How we work together and treat each other.

Waste Management will redefine what you expect from an environmental services provider. We lead by doing things **the right way, every day.**



# CONTRACTUAL AGREEMENT

## Town of Halifax

### BID PRICES

Residential Trash Collection – Collection Only  
including town dumpsters and toters

Total price July 1, 2019-June 30, 2020	<u>\$131,202.00</u>
Total price July 1, 2020-June 30, 2021	<u>\$135,138.00</u>
Total price July 1, 2021-June 30, 2022	<u>\$139,192.00</u>

### HAUL PRICES

Prices on Hauls are for three years

Bulky Waste to Champion City, Brockton (per haul)	<u>\$220.00</u>
Compactor Box to Waste Management, Avon (per haul)	<u>\$290.00</u>
Metal box to Atlantic Metal, Hanson (per haul)	<u>\$220.00</u>
Rigid Plastics to BFI, Brockton (per haul)	<u>\$290.00</u>

Vendor Name	<u>WASTE MANAGEMENT OF MASSACHUSETTS, INC.</u>
Authorized Signature	<u></u>
Name (Print)	<u>HEATHER LOURO</u>
Title (Print)	<u>PUBLIC SECTOR SOLUTIONS REPRESENTATIVE</u>
Date	<u>5 30 19</u>
Telephone Number	<u>(508)962-9825</u>
Fax number	<u>(866)202-5689</u>

The Invitation For Proposals to provide Municipal Solid Waste Curbside Collection and Container Removal to the Town of Halifax has been read and fully understood by the Vendor listed above. This Proposal, includes, but is not limited to, the Vendor's letter proposal, cost proposal(s), purchase specifications, required documents, and any other required or requested documentation, submitted by said Vendor as executed by the Vendor's duly authorized representative listed above.

# Town of Halifax

## BID PRICES

Residential Trash Collection – Collection and Disposal Included  
including town dumpsters and toters

Total price July 1, 2019-June 30, 2020	<u>\$131,202.00 plus \$86.00 per ton</u>
Total price July 1, 2020-June 30, 2021	<u>\$135,138.00 plus \$88.60 per ton</u>
Total price July 1, 2021-June 30, 2022	<u>\$139,192.00 plus \$91.25 per ton</u>

## HAUL PRICES

Prices on Hauls are for three years

Bulky Waste to Champion City, Brockton (per haul)	<u>\$220.00</u>
Compactor Box to Waste Management, Avon (per haul)	<u>\$290.00</u>
Metal box to Atlantic Metal, Hanson (per haul)	<u>\$220.00</u>
Rigid Plastics to BFI, Brockton (per haul)	<u>\$290.00</u>

Vendor Name	<u>WASTE MANAGEMENT OF</u>
Authorized Signature	<u>MASSACHUSETTS INC.</u>
Name (Print)	<u>HEATHER LOURO</u>
Title (Print)	<u>PUBLIC SECTOR SOLUTIONS</u>
	<u>REPRESENTATIVE</u>
Date	<u>5/30/19</u>
Telephone Number	<u>(508)962-9825</u>
Fax number	<u>(866)202-5689</u>

The Invitation For Proposals to provide Municipal Solid Waste Curbside Collection and Container Removal to the Town of Halifax has been read and fully understood by the Vendor listed above. This Proposal includes, but is not limited to, the Vendor's letter proposal, cost proposal(s), purchase specifications, required documents, and any other required or requested documentation, submitted by said Vendor as executed by the Vendor's duly authorized representative listed above.

# CONTRACTUAL AGREEMENT

## Transparency is the cornerstone of how we do business

Waste Management strives to be transparent in our proposals. We understand it is difficult for the Town when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit both parties over the term of the Agreement. As such, we have included the following list of clarifications to our proposal for your review and consideration.

- Waste Management has indicated pricing for all contract years for curbside collection. Roll off haul costs will be adjusted 3% each year. Respectfully, we take exception to the contract Annual adjustments indicated in the contract. Our proposal is predicated on Waste Management not petitioning the Town each year to determine future costs as they are included in our response.
- We have based our collection rates off the historical tonnage the Town has published in the RFP document. Should the solid waste tonnage increase by greater than 10% during the contract term WM will require an equitable adjustment to cover the costs of increased labor and/or trucking costs needed to fulfill the obligations of our agreement
- Insurance -We have included a copy of our standard insurance certificate for your review and acceptance
- Municipal building Collection in front load containers will be made utilizing a separate commercial vehicle. The proposed cost for collection and disposal of these containers is based on the collection schedule provided and that is included in the base annual rate we have proposed. Any additional collections or containers requested by the Town will be invoiced at a rate of \$7.50 per yard.
- Section 5 - Termination or Suspension *Our proposal assumes the Town consider accepts the following language or similar be included in contract regarding Force Majeure events.* "Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, changes in applicable laws or regulations and interpretations thereof, imposition of laws or governmental orders, foreign governmental restrictions, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, the affected party shall be excused from performance during the occurrence of such events. Contractor shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increases the cost of performing its obligations under this Agreement"
- Section 7 - Contract Sum Term will be 3 year period but will also include Town's option to exercise 3 additional consecutive 1 year extensions. *Our proposal assumes that any extension option years shall be mutually agreed upon*
- Section 14 - Indemnification *Our proposal assumes a mutual, fault-based indemnification* Proposed language: The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by the negligent or wrongful acts or omission of the Contractor or any of its officers, agents, employees, representatives, any one directly or indirectly employed by any of them or anyone for whose who acts for them may be liable. The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees to the extent arising out of or resulting from the performance of the work, provided and to the extent that such claim, damage, loss or expense is caused by negligent or wrongful acts or omissions of the Town, or any of its officers, agents, employees, representatives, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, consequential, or indirect damages.
- *Our proposal assumes Title to all solid waste and recyclable materials collected and/or transported by Contractor under this contract shall remain with Town.*





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)  
5/6/2019

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

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

PRODUCER  
LOCKTON COMPANIES  
3657 BRIARPARK DRIVE, SUITE 700  
HOUSTON TX 77042  
866.260.3538

CONTACT  
NAME:  
PHONE:  
(A/C No. EXT): FAX:  
(A/C No.):  
E-MAIL:  
ADDRESS:

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: ACE American Insurance Company 22667  
INSURER B: Indemnity Insurance Co of North America 43575  
INSURER C: ACE Fire Underwriters Insurance Company 20702  
INSURER D:  
INSURER E:  
INSURER F:

INSURED  
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED  
RELATED & SUBSIDIARY COMPANIES INCLUDING:  
WASTE MANAGEMENT OF MASSACHUSETTS, INC.  
26 PATRIOT PLACE  
FOXBORO MA 02035

**COVERAGES**

CERTIFICATE NUMBER: 16065873

REVISION NUMBER: XXXXXXXX

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

POLICY TYPE	TYPE OF INSURANCE	DATE INSURANCE BEGINS	DATE INSURANCE ENDS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 (GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMMOD AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRING AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H2517863A	1/1/2019	1/1/2020	COVERED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OR SCHEDULED OFFICER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WLR C65435846 (AOS) WLR C65435809 (AZ, CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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

**CERTIFICATE HOLDER****CANCELLATION**

16065873

TOWN OF HALIFAX, MA  
455 PLYMOUTH STREET  
HALIFAX MA 02338

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# CONTRACTUAL AGREEMENT

Bond No. 870339

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we Waste Management of Massachusetts, Inc., 100 Hill Street, Norton, MA 02766 the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, the Surety, are hereby bound unto the Town of Halifax, 917 Plymouth Street, Halifax, MA 02338 the Oblige, in the penal sum of Five Percent of the First Year Bid Price (5% FYBP) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Collection and Transportation of Refuse and Trash.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Oblige shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Oblige the difference between the Principal's bid and the next lowest bid; or in the event the Oblige does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Oblige an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Oblige makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Oblige delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Oblige may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 30<sup>th</sup> day of May 2019.

**Waste Management of Massachusetts, Inc.**  
Principal

By: Kathleen P. Price  
Kathleen P. Price, Attorney-In-Fact

**Evergreen National Indemnity Company**  
Surety

By: Denise M. Fodor  
Denise M. Fodor, Attorney-In-Fact

Witness: Julie K. Bowers  
Julie K. Bowers, Witness

Witness: Lillian Pezzano  
Lillian Pezzano, Witness



**POWER OF ATTORNEY**

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Kathleen P. Price, Denise M. Fodor, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

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

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

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

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of May 30, 2019.

Witness:

 \_\_\_\_\_

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

 \_\_\_\_\_  
David Reed  
Vice President and Treasurer



# CONTRACTUAL AGREEMENT

## EVERGREEN NATIONAL INDEMNITY COMPANY MAYFIELD HEIGHTS, OH POWER OF ATTORNEY

POWER NO. 870339

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

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public  
State of Ohio)

SS:

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

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



PENNY M. HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

State of Ohio )

SS:

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

Signed and sealed in Mayfield Hts, Ohio this 30<sup>th</sup> day of May 2019.



Wan C. Collier, Secretary



## COMMONWEALTH OF MASSACHUSETTS

### DIVISION OF INSURANCE COMPANY LICENSING

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

Gary D. Anderson, Commissioner of Insurance

Evergreen National Indemnity Company  
ATTN: Office of the President  
6140 Parkland Boulevard  
Suite 321  
Mayfield Heights, OH 44124 USA

NAIC #: 12750  
Federal ID #: 362467238  
Serial #: 001157794000  
Effective Date: 7/1/2018

### COMPANY LICENSE

#### THIS IS TO CERTIFY THAT

#### Evergreen National Indemnity Company

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

4

#### DESIGNATION CODES:

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

This certificate shall remain in effect until midnight of 6/30/2019 unless said authority is amended or revoked in accordance with law.

*Gary D. Anderson*

License Effective Date: Jul 01, 2018

Gary D. Anderson  
Commissioner of Insurance

# CONTRACTUAL AGREEMENT



## Evergreen National Indemnity Company

### Certificate

2018

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


#### STATEMENT OF INCOME

Direct Written Premium	\$ 31,617,756
Reinsurance Assumed	2,533,896
Reinsurance Ceded	(21,918,974)
Net Written Premium	12,232,678
Change in Unearned	(804,664)
Net Earned Premium	11,426,014
Losses & LAE Incurred	404,311
Net Commission Expense	4,832,881
Other Expenses	3,556,325
Underwriting Gain/ (Loss)	2,632,497
Net Investment Income	1,823,405
Net Realized Capital Gains (Loss)	(320,986)
Other Income/ (Expense)	74,469
Income Before FIT	4,209,385
Federal Income Tax	758,343
Net Income	3,451,042

#### BALANCE SHEET

<b>Assets</b>	
Invested Assets	46,380,533
Uncollected premium and agents' balances	1,793,182
Reinsurance Recoverable	202,070
Other Assets	593,889
Total Assets	48,969,674
<b>Liabilities &amp; Surplus</b>	
Unearned Premium Reserve	6,201,804
Loss & LAE Reserves	4,403,765
Ceded Reinsurance Payable	2,496,345
Other Liabilities	1,439,593
Total Liabilities	14,541,507
Surplus	34,428,167
Total Liabilities & Surplus	48,969,674

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2018.

  
David A. Canzone, Treasurer

**EVERGREEN**  
FLEXIBLE SURETY SOLUTIONS

May 30, 2019

Town of Halifax  
917 Plymouth Street  
Halifax, MA 02338

To Whom It May Concern:

We have reviewed the Proposal of Waste Management of Massachusetts, Inc., for the Collection and Transportation of Refuse and Trash. We understand that Proposals will be received on May 30, 2019 for the above project, and wish to advise that should this Proposal be accepted and the Contract awarded to Waste Management of Massachusetts, Inc., Evergreen National Indemnity Company will provide the required Bond or Bonds.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A- A.M. Best Rating and duly licensed to do business in the State of Massachusetts.

By: Evergreen National Indemnity Company

  
Denise M. Fodor, Attorney-In-Fact

6140 Parkland Blvd. Suite 300 • Mayfield Heights, OH 44124 • P: (440) 995-5100 • F: (440) 995-5101



# CONTRACTUAL AGREEMENT

## EVERGREEN NATIONAL INDEMNITY COMPANY MAYFIELD HEIGHTS, OH POWER OF ATTORNEY

POWER NO. BID CONSENT

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

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

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

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



PENNY M. HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

State of Ohio)

SS:

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

Signed and sealed in Mayfield Hts, Ohio this 30<sup>th</sup> day of May 2019



Wan C. Collier, Secretary