

NEW BUSINESS

11-1-10

**SOUTH SHORE
RECYCLING
COOPERATIVE**
http://ssrcoop.info



320 Dover Rd.
Westwood, MA 02090
781.329.8318
fax 781.329.2097
ssrecyclingcoop@verizon.net

HOUSEHOLD HAZARDOUS WASTE COLLECTION CONTRACT

This Agreement, dated this ___th day of _____, 201___, between the Town of Middleborough, Massachusetts (Community) and Northland, LLC dba PSC Environmental (Contractor), with a business address of 275 Allens Ave., Providence, RI 02905, sets forth the terms and conditions pursuant to which Contractor shall provide said Services to Community; and Community has duly authorized the undersigned officials to execute this Agreement on behalf of and as the act and deed of Community.

The parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall conduct a HHW Collection Event (Event) at date and location described herein in accordance with its proposal to the South Shore Recycling Cooperative (SSRC) dated November 20, 2009, and which was approved by the SSRC Board on December 16, 2009. Such services are to be provided in full accordance with all applicable State and Federal laws and regulations.

2. GENERAL PROVISIONS

Contractor shall provide qualified staff and equipment for the collection, processing, transportation and disposal of HHW collected from residents of Community, authorized visitors from other SSRC Member Communities, Very Small Quantity Generators (VSQGs) and Community Departments. This shall include site preparation, safety equipment, spill prevention and countermeasure plan, the consolidation of household hazardous wastes (HHW) to the maximum safe and legal extent possible, proper manifesting, labeling and packing of containers, and the transport of said materials to a suitable disposal or processing facility. Contractor shall remove all materials, personnel, equipment and HHW from the event site as soon as possible on the day of the event.

3. TIME AND LOCATION OF SERVICE

The Event shall occur at the following date, place and schedule:

Date: November 13, 2010

Location: Middleborough Town Hall, 10 Nickerson Ave.

Schedule: 8:00 AM Begin to set up facilities for Event

8:45 AM Complete setup for Event; confirm contract elections w/ community coordinator

8:50 AM Begin accepting HHWs

1:00 PM Identify the last vehicle to be admitted for HHW collection

1:30 PM Review car counts and any other issues with Community Coordinator. Sign Counting Sheet

5:00 PM Complete cleanup of site, site returned to original condition, all Contractor vehicles departed (maximum of four hours following the close of the Event)

4. COMMUNITY COORDINATOR

Community's Coordinator will be Andy Bagas_.

_____ (to be initialed by Community Coordinator) SSRC Executive Director Claire Sullivan may act as Community Coordinator's designee on behalf of the Community.

5. RATE SCHEDULE

Acceptable and unacceptable materials are listed in Appendix D. The schedule of prices for this Event shall be the Price Proposal submitted by Contractor in its Proposal to the SSRC dated November 20, 2009, incorporated herein by reference and attached as Appendix G.

A "household-equivalent" is defined as each increment of acceptable hazardous material up to 30 pounds of solid or 15 gallons of liquid, brought in a single vehicle. Liquids brought in multiple containers will be quantified by container capacity.

A "small quantity" is defined as a quantity of acceptable hazardous material up to 10 lbs of solid or 5 gallons of liquid brought in a single vehicle. Liquids brought in multiple containers will be quantified by container capacity. This definition shall not be applied to vehicles delivering more than a household equivalent (i.e. a vehicle delivering 20 gallons of material will be counted as 2 household equivalents).

Thus, a vehicle that brings acceptable hazardous material in excess of 15 gallons of liquid containers or 30 lbs. of solids shall be counted as a single vehicle containing multiple "household-equivalents", as determined jointly by Community Coordinator/designee and Contractor's Supervisor/designee. Multiple "household-equivalents" shall be a whole number based on the total weight and/or volume of hazardous waste divided by 30 pounds or 15 gallons and rounded up.

Vehicles delivering up to one-half gallon of liquid waste shall not be included in the count

At collections that process over 150 cars, a 5% discount will be credited to the host Community

A minimum collection cost as set forth in Appendix G shall apply.

6. OPTIONAL SERVICES

Host Community declares its election to use the "Small quantity" option _____ (If this election is not checked, the 10% over-limit allowance will be applied; decision will apply to non-host co-sponsor)

Community declares its election to collect the following Optional Items, in addition to those items found within the Standard Item List:

_____ Latex Paint _____ Recyclable Oil Paint _____ Antifreeze _____ Recyclable Waste Oil
_____ Fluorescent tubes* _____ Roll-Off Service* _____ CRTs* _____ Propane Tanks*

* billed separately from per-car rate, see Price Proposal Form

7. CONTRACT LIMIT

Community declares its election for a contract limit to be the following sum of money for services:

\$ 14,000.00 (Fourteen Thousand _____ dollars)

Contractor shall notify Community Coordinator when it appears that 95% of the contract limit has been reached. When determined that the limit has been reached, Community Coordinator may notify Contractor to terminate the event. Provided that Contractor has given notice that the limit will be met, failure by Community Coordinator to terminate the event before the contract limit is exceeded will obligate Community to pay Contractor for all additional charges and related costs incurred.

8. MULTIPLE TOWN EVENTS

Community elects to jointly sponsor an Event with Community(ies) listed below, at the location set forth in Time of Services:

N/A

Contractor shall execute a separate Agreement with each Community for the event, and shall invoice each participating Community separately. Community in which the Event takes place (Host) will have no responsibility to Contractor beyond payment for services for its own residents' participation.

Each participating Community shall be invoiced a proportion of the full cost of the Event as determined by the number of vehicles/ household equivalents from that Community to the total number of vehicles / household equivalents

9. PRE-EVENT MEETING

Contractor shall meet with Community's representative if requested at least three weeks prior to the collection. This pre-event meeting may address issues including, but not limited to:

- a) Review and Planning
 - i) Review of participating towns
 - ii) Traffic plan, number of stations
 - iii) Restrooms
 - iv) Access for emergency vehicles
 - v) Setup and drum storage area
- b) Contract details (see section II)
- c) Review of emergency plans, coordination with local fire, police and emergency services
- d) Other issues as deemed appropriate by Community

If problems have been encountered at the site at previous Events, or if a new site has been selected, a visit is recommended.

10. OPERATING/EMERGENCY PLAN

Contractor shall develop an Operating Plan that includes, but is not limited to, a general description of how operations will be handled. This may include site drawings which show the areas for receiving, testing and packaging, the placement of safety equipment, special procedures to handle rainfall, non hazardous solid waste handling, site cleanup and traffic control designs. The Operations Plan shall also include procedures for the handling of unknown or unlabeled materials and restricted items, as well as an Emergency Plan to be used in the event of a spill or other emergency. This shall include the identification of local response teams, facilities and hospitals.

11. ACCEPTABLE AND OPTIONAL MATERIALS

The Supervisor and Community Coordinator will confirm the list of optional items and the election of small quantity or 10% over-limit options before the start of the collection. Contractor shall accept all wastes deemed acceptable that are brought by qualified residents, visitors, VSQGs and Community.

12. COURTESY SEPARATIONS AND DISPOSAL OPTIONS

Contractor shall assist in the segregation of items for recycling by Community as requested on site. Community will provide storage containers for these items and be responsible for their removal in a timely fashion. Examples include motor oil, fluorescent lamps, propane tanks and clean cardboard.

13. RECIPROCITY

Contractor agrees to honor the policy of residential reciprocity at any event executed under this Agreement. Residents of any SSRC Member Community in good standing who present a signed Visitor Authorization Form (Appendix E) may deliver the authorized quantity of acceptable materials at events in other Member Towns. In the absence of such a form, visitors shall pay the contract Household rate to Community Coordinator or designee on site in return for having their HHW accepted. Payment shall be noted in the billing summary prepared by the SSRC Executive Director and forwarded to Contractor.

Community Coordinator / designee will be responsible for admitting or rejecting Visitors based on the possession of a valid Visitor Authorization Form, the Visitor's willingness to pay for unauthorized quantities, and the pre-established limit of vehicles from a Visitor Community, and for tracking the number and residences of Visitors. The SSRC Executive Director shall furnish the summarized information to Contractor and Community the week following the collection.

14. MUNICIPAL AND VSQG HAZARDOUS WASTE

Contractor shall contact Community at least one week prior to each event to determine the quantity of accumulated paints, abandoned waste and other municipal hazardous waste to ensure adequate capacity. Prices shall be derived from Contractor's Price Proposal. Household-equivalents of HHW delivered directly by the municipality shall be determined by the Supervisor and Community Coordinator and added to the vehicle count. Communities shall be responsible for bringing accumulated materials to Contractor's setup area the day of the event.

Contractor shall accept waste from pre-registered VSQGs and unauthorized visitors bringing household quantities on a user-pay basis at the contract rate.

15. TRACKING

Community Coordinator/designee will be present at the event at all times, and will collaborate with Contractor's Supervisor/designee to determine the number of vehicles, small quantities (if elected), household-equivalents and items not included in the vehicle rate.. At the end of the event, they shall corroborate final counts as defined in Section 5 and sign a Vehicle Counting Sheet (Appendix F).

Contractor shall record the types and quantities of wastes collected at the event, and shall provide a detailed list of quantities to the Community Coordinator within thirty days following the collection, including certificates of disposal and legible copies of the transportation manifests for all materials collected..

16. SITE CLEANUP

Contractor shall provide adequate personnel, equipment and storage capacity to ensure that consolidation, packing and cleaning takes no longer than four (4) hours following the close of the event. Site shall be returned to its original condition.

17. PERSONNEL

Contractor shall employ a Supervisor/Safety Officer to be present at each event. Contractor shall also employ chemists and/or recovery technicians as necessary for the performance of work as described in the Scope of Services, and shall procure and maintain equipment as needed. The Supervisor/Safety

Officer shall be responsible for the actions of the employees of Contractor. Staffing levels shall, at a minimum, be at those stated in the Technical Proposal, based on the previous three years' participation, and shall be drawn from the Key Personnel listed in the Technical Proposal. The names and credentials of new Key Personnel shall be forwarded to the SSRC if they are to be employed at this Event.

18. STATUS

Contractor shall assume generator status from the point where HHW is accepted, and shall use its own EPA ID number for purposes of manifesting. Title to all identified wastes accepted by Contractor at the collection site shall pass directly from residents to Contractor at the time of its collection.

19. TREATMENT, STORAGE AND DISPOSAL VERIFICATIONS

Contractor shall accept responsibility and accountability for the safe transport of all collected wastes, and shall deliver them to properly licensed facilities for legal and proper disposal.

20. INVOICING

In the week following each event, the SSRC Executive Director shall summarize resident, visitor and VSQG participation, discounts and allowances that apply, as set forth in section 5, and forward to Contractor. Contractor shall then forward work orders or invoices to SSRC Executive Director for approval prior to invoicing the Member Communities. Each Community from which an authorized visitor or visitors originated shall receive a separate invoice for those visitors at the Household-equivalent rate, either after each collection or in summary at the end of the spring and fall collection seasons. The amounts invoiced to the visiting towns and paid on site shall be deducted from Community's bill. Payments shall be made by Member Communities 30 days from the date of invoice.

21. COMPLIANCE WITH LAWS AND REGULATIONS

a. Statutory Compliance

Compliance with all applicable local, State and Federal laws, regulations, ordinances and rules of all authorities having jurisdiction over the collection and disposal of hazardous waste shall be the sole responsibility of the Proposer. The SSRC and its Member Communities will accept no liability for the performance of the awarded Contractor or its compliance with these laws, rules or regulations.

Wherever applicable law mandates the inclusion of any term or provision into a municipal contract, this section shall be understood to import such term or provision into this Agreement. To whatever extent any term or provision of this Agreement shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

Contractor shall keep itself fully informed of all existing and future municipal, state and federal laws, by-laws and regulations, and of all orders and decrees of any bodies having jurisdiction on any manner of those engaged or employed in the work. Likewise, if any materials used in the work or affecting the conduct of the work is discovered in the specifications to be in violation of any such law, by-law, regulation, order or decree, it shall forthwith be reported in writing to Community.

b. Licenses

The requirements of the Department of Environmental Protection's regulations as found in 310 CMR 30.390 must be adhered to throughout each collection. In addition, the following identification shall be present at each collection site prior to the start of any activity:

1. EPA identification number
2. Massachusetts DEP license for hazardous waste transport

3. DOT placards on all vehicles used for HHW transport
4. Proof of liability insurance (see section 22 for limits)
5. Any state or federal permits necessary for interstate transport

22. INSURANCE REQUIREMENTS

Liability insurance shall be documented to be in effect for claims arising out of death or bodily injury or property damage from hazardous waste transport, treatment, storage and disposal, including automobile liability and defense costs in an amount not less than one million dollars (\$1,000,000.00). Representation to the effect that policies cannot be amended or canceled by the Insurer in less than thirty (30) days after receipt of a written notice of cancellation or amendment by certified or registered mail shall be submitted.

In addition, Contractor must provide documentation of coverage for the following minimum limits of additional insurance:

- 22.a. Pollution Liability: Five million (5,000,000.00) dollars on site and five million (5,000,000.00) dollars off site per occurrence.
- 22.b. Excess Liability Umbrella: Five million (5,000,000.00) dollars per occurrence
- 22.c. MCS-90 Endorsement for Hazardous Materials Transportation: Five million (5,000,000.00) dollars total.
- 22.d. Worker's Compensation at an amount required by state law.

23. WARRANTY

Contractor warrants that it understands the currently known hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of HHW. Contractor also warrants that it will perform all services under this Agreement in a safe, efficient and lawful manner using industry accepted standards and the best available technology, in full compliance with all applicable state and federal law.

24. RIGHTS, REMEDIES AND SEPARABILITY

Any failure to comply with any of the terms or conditions of this Agreement shall allow Community to have all the rights and remedies to cancel, terminate or suspend the Agreement in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Agreement, including damages and specific performance, and the right to select among the remedies available to it by all of the above. Any waiver, by either party of any term or condition of this Agreement shall not, however, be construed or decreed to be a waiver of any other term or condition, unless such waiver be expressed in writing by the party to be bound.

If any section, sentence or portion of this Agreement shall be judged illegal, invalid or unenforceable such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, sentence or portion hereof not so judged.

25. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the SSRC and Community from all claims, demands, costs or expenses for loss, damage or injury to persons or property arising out of the provisions by Contractor and its employees, agents and subcontractors for services as described under this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any.

26. LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by law, no official, employee, agent or representative of Community or the SSRC shall be individually or personally liable on any obligation of Community under this Agreement.

27. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, title or interest without consent in writing by all parties concerned. If Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Agreement, title or interest, the Agreement may, at the option of Community, be canceled and terminated.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorized the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

29. TERMINATION

Prior to the day of the Event, Community may terminate this Agreement upon thirty (30) days written notice to Contractor. In the event of termination during the course of a collection event as described in Section I. C. above, any work immediately in progress will continue to completion. Community shall pay for any such work in progress that has been completed and accepted up to the contract limit.

Furthermore, the obligations to deliver and accept services by both parties may be suspended by either in the event of: an act of God, war, or natural occurrence of such proportion that it renders the safe performance by either party impossible.

30. NON-PERFORMANCE

If Contractor fails to furnish service as contracted with Community or to meet the conditions of this Agreement, Community may request such service from the Proposer of the next most advantageous proposal or State Contract vendor that is available. In this event, Contractor shall pay to Community all expenses incurred above the contract rate.

31. NOTICES

Any notice, invoice report or other communication given under the provisions of this Agreement shall be in writing and shall be deemed sufficient if sent to the addresses noted below:

To Community:

Middleborough DPW
48 Wareham St.
Middleborough, MA 2346
Attn: Andy Bagas
508-946-2481

To Contractor:

Northland, LLC dba PSC Environmental
275 Allens Ave.
Providence, RI 02905
Attn: John MacDonald
(781) 879-4435

Either party may change its notice address by notice similarly given.

32. CORPORATE CONTRACTOR

Contractor shall endorse upon this Agreement (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Agreement for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Agreement is executed by Contractor. This Agreement shall not be enforceable against Community unless and until Contractor complies with this section.

Contractor, if a foreign corporation shall comply with the provisions of MGL c. 181, Sections 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

33. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

Community:

Contractor:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Procurement Officer

Town Accountant

APPENDIX A

NON-COLLUSION

The undersigned certifies under penalty of perjury that this proposal 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, organization, entity or group of individuals.

AUTHORIZED SIGNATURE: Robert George DATE 11/20/09
NAME Robert George TITLE VP Operations

COMPANY Northland Environmental, LLC D.B.A. PSC ADDRESS 275 Allens Ave Providence, RI 02905
PHONE(401)781-6340 FAX(401)781-9710 EMAIL bgeorge@pscnow.com

APPENDIX B

TAX COMPLIANCE

Pursuant to MGL Chapter 62C, section 49A, I certify under penalty of perjury that the individual/firm listed below has filed all state tax returns and has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

26-2247610 Federal Identification Number Social Security Number (voluntary)

AUTHORIZED SIGNATURE: Robert George DATE 11/20/09
NAME Robert George TITLE VP Operations

COMPANY Northland Environmental, LLC D.B.A. PSC ADDRESS 275 Allens Ave Providence, RI 02905
PHONE (401)781-6340 FAX (401)781-9710 EMAIL bgeorge@pscnow.com

Approval of this proposal or other agreements will not be granted unless this certification clause is signed by the Proposer. The social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether all tax filings and/or payment obligations have been met.

APPENDIX D
Acceptable materials at HHW Events

varnish, shellac, paint strippers, turpentine, paint thinner
wood preservatives
furniture, floor and metal polishes
rug and upholstery cleaners
floor care products
moth balls and crystals
acids and bases
rubber cement, adhesives
photography chemicals
flammable liquids and aerosols
fiberglass resins
asbestos
pesticides, herbicides, fungicides and insecticides
poisons
pool chemicals
cesspool cleaners
tire cleaners, transmission fluid, degreasers, carburetor cleaner, brake fluid
motor oil mixtures

Oil based paint and stains *
Latex paint for recycling*
antifreeze *
NiCd, button batteries*
recyclable motor oil *

fluorescent lamps**
lead acid batteries**
propane tanks**
CRTs**

* at the option of the Community (Section 6)

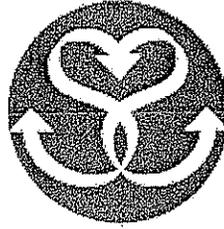
**at the option of the Community, for a charge separate from the per-car rate

Unacceptable materials at HHW Events

radioactive materials (including smoke detectors)
pathological and medical waste
pressurized gas cylinders (other than propane)
explosives

APPENDIX E

SOUTH SHORE
RECYCLING
COOPERATIVE
ssrcoop.info



320 Dover Rd.
Westwood, MA 02090
781.329.8318
fax 781.329.2097
ssrecyclingcoop@verizon.net

Visitor Authorization Form
2010-11 Household Hazardous Product Collections

_____, who resides at _____
(resident's name) (address)

_____, MA has the permission of his/her Town's Community Coordinator to bring

- one household equivalent (up to 15 gallons or 30 lbs.) of acceptable hazardous products OR
 up to ___ times the household equivalent of acceptable hazardous products

to a South Shore Recycling Cooperative Collection Event in the Fall 2010 / Spring 2011
at the Town's expense. The Town will be billed at a rate of \$43.00/ household equivalent.

Visitors may attend out of town collections between **10:00 am and 1:00 pm.**

Definitions: One household equivalent is defined as any amount up to 15 gallons or 30 pounds of listed hazardous household products.

Liquids are measured in gallons, based on container size (not contents).
Solids are measured in pounds.

An over limit fee of \$43.00 will be collected from the visitor on site, not billed to the town, for each additional household equivalent not authorized above.

Motor oil is accepted at many towns' recycling facilities regularly. Please check with your town before bringing waste oil to an HHP collection. Bring to your own town's facility if the service is provided.

Latex paint is not hazardous, and is not accepted at these events. If usable, it may be accepted by The Paint Exchange, 781-554-1272. Otherwise, air dry or absorb with cat litter, leave lid off can and dispose with trash.

For a list of dates, locations and acceptable materials, refer to the SSRC flyer, call 781.329.8318 or go to ssrcoop.info/how/hazwaste.htm.

Community Coordinator: Name (print): _____
(Sign upon issuance)

Signature: _____ Date: _____

Visitor: Name (print): _____
(Sign at the event and provide proof of residency)

Signature: _____ Date: _____

APPENDIX F

South Shore Recycling Cooperative Official Counting Sheet

Name of Town & Job#: _____ Date: _____

of Vehicles _____ Total Household equiv. _____ Total small Quantities (if elected) _____

Adj. Car equiv. (10% overweight allowance, if elected) _____

Household-equivalent = each increment of 15 gal or 30#; Small Quantity= 0.5-5 gal or 10#

Community Coordinator Signature: _____

Contractor Supervisor signature: _____

-01	-21	-41	-61	-81	-101	-121
-02	-22	-42	-62	-82	-102	-122
-03	-23	-43	-63	-83	-103	-123
-04	-24	-44	-64	-84	-104	-124
-05	-25	-45	-65	-85	-105	-125
-06	-26	-46	-66	-86	-106	-126
-07	-27	-47	-67	-87	-107	-127
-08	-28	-48	-68	-88	-108	-128
-09	-29	-49	-69	-89	109	-129
-10	-30	-50	-70	-90	-110	-130
-11	-31	-51	-71	-91	-111	-131
-12	-32	-52	-72	-92	-112	-132
-13	-33	-53	-73	-93	-113	-133
-14	-34	-54	-74	-94	-114	-134
-15	-35	-55	-75	-95	-115	-135
-16	-36	-56	-76	-96	-116	-136
-17	-37	-57	-77	-97	-117	-137
-18	-38	-58	-78	-98	-118	-138
-19	-39	-59	-79	-99	-119	-139
-20	-40	-60	-80	-100	-120	-140

(Additional pages are available from SSRC Executive Director)

**SOUTH SHORE
RECYCLING
COOPERATIVE**
ssrc.info

APPENDIX G



320 Dover Rd.
Westwood, MA 02090
781.329.8318
fax 781.329.2097
ssrecyclingcoop@verizon.net

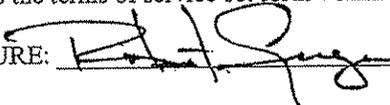
**HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
July 2010-June 2012
Price Proposal Form**

** Not included in per vehicle rate*

Description (as defined in SSRC HHW Collection Contract, October 2005, Section 5)	Unit	Cost Per Unit
Cost/Household-equivalent (0.5-15 gallons of liquid, or up to 30 lbs of solid)	Community may opt for 10% over-limit OR	\$ 43.00 -
Cost/Small Quantity (0.5-5 gal, or up to 10 lbs)	Small Quantity method	\$ 23.00 -
Minimum Charge (not to exceed \$5,000)	Collection event	\$ 3,500.00 -
Fluorescent Bulbs* Foot	Foot	\$ 0.18 -
Propane Tanks * (optional for proposer)	20 lb.	\$ 8.00 -
	< 20 lb.	\$ 4.00 -
	> 20 lb.	\$ case by case -
CRT's * (optional for proposer)	Unit	\$ 0.32/lb -
Lead-acid batteries* (optional for proposer)	Unit	\$ 0.32/lb -
Other		\$ -
Other		\$ -
Roll-Off service, delivered and disposed	30 yd3	\$ 800.00 -
Over 150 cars	5 % Discount	

** Not included in per vehicle rate*

The undersigned hereby warrants that the information represented herein is true and correct as of the date below, and accepts the terms of service set forth within this Request for Proposals:

AUTHORIZED SIGNATURE:  DATE 11/20/09
NAME Robert George _____ TITLE VP Operations

COMPANY Northland, LLC D.B.A. PSC Environmental
ADDRESS 275 Allens Ave Providence, RI 02905

PHONE (401) 781-6340 _____ FAX (401) 781-9710 _____

EMAIL bgeorge@pscnow.com _____

(SEAL)

Proposal Form-Page 4

October 26, 2009

Charles Cristello

From: Lance Benjamino
Sent: Wednesday, October 06, 2010 5:16 PM
To: Charles Cristello
Subject: Mutual Aid
Attachments: 10 Mutual Aid Agreement.doc

Charlie,

The Plymouth County Fire Chiefs are in the process of updating the County Mutual Aid agreements, most importantly ensuring that communities have adopted Chapter 48, Section 59A protecting communities when working in a mutual aid community.

Please review attached and let me know if it is okay to sign and if the BOS/Town has adopted Ch 48, S59A.

Thank you,

Lance Benjamino
Chief of Department
125 North Main Street
Middleborough, MA 02346
508-946-2461
Firechief@middleborough.com

Plymouth County Control
Mutual Aid Agreement
for Joint Fire, Rescue, and/or Ambulance Service

THIS AGREEMENT made and entered into this _____ of _____ between and among the parties signatory hereto.

WITNESSETH;

WHEREAS, it has been determined that the provision of fire, rescue, ambulance and other emergency service assistance across jurisdictional line in emergencies will increase the ability to preserve the safety and welfare of the entire area; and

WHEREAS, MASSACHUSETTS GENERAL LAW CHAPTER 48, Section 59A allows communities to authorize their fire departments to go to the aid of others for extinguishing fires and rendering other emergency assistance; and

WHEREAS, the parties to this agreement agree to establish and carry into effect a plan to provide mutual aid fire, rescue, ambulance and other emergency service assistance,

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Declaration of Need for Expanded Mutual Aid

When a need for expanded mutual aid exists within the boundaries of any of the parties hereto, as the result of, or due to the imminence of or occurrence of fire, emergency, or other public disaster, the party or parties shall notify Plymouth County Control established by the Operational Plan appended to this Agreement of its need for fire, rescue and ambulance assistance. Assistance shall be rendered according to the procedures set forth in the Operational Plan developed and agreed to by all parties to this agreement and described in Paragraph 2 below. Each party shall designate the appropriate official empowered to request assistance under this agreement.

2. Operational Plan

The mutual assistance to be rendered under this Agreement shall be available upon the development and approval by the parties hereto of an operational plan. The plan shall outline the exact procedure to be followed in responding to a request for assistance. Upon execution of this Agreement, the parties shall designate the appropriate official in their jurisdiction who shall participate in the development and implementation of the Operational Plan for Plymouth County Control. The parties shall meet at least annually to review and, if necessary, to propose revisions to the Operational Plan. Any such revision shall become effective upon approval of the Fire Department Chiefs.

3. Governmental Immunity

(A) The services performed and the expenditures made under this Agreement shall be deemed for public and governmental purposes and all privileges, and immunities from liability, enjoyed by the local government within its boundaries shall extend to its participation under this agreement in rendering fire, rescue, ambulance and other emergency service outside its boundaries to the extent the law provides.

(B) During the course of rendering mutual aid assistance as provided for by this Agreement, the municipality rendering such aid shall be responsible for the operation of its equipment and for any damage thereto, and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death, notwithstanding Paragraph (b) of Subdivision (4) of Section Seven of Chapter Thirty-two.

(C) Each party shall waive any and all claims against all other parties hereto, which may arise out of their activities while rendering aid under this Agreement outside their respective jurisdictions, to the extent that each party may legally waive such claims.

(D) Aid to Other Municipalities; Authorization Fire Departments, Defined; Payment or Reimbursements for Damages (MGL Chapter 48, Section 59A).

Cities, towns and fire districts may, by ordinance or by-law, or by vote of the Board of Aldermen, Selectmen or of the Prudential Committee or board exercising similar powers authorize their respective fire departments to go to another city, town, fire district or area under federal jurisdiction in this commonwealth or in any adjoining state in extinguishing fires therein, or rendering any other emergency aid or performing any detail as ordered by the head of the fire department, and while in the performance of their duties in extending such aid, the members of such departments shall have the same immunities and privileges as if performing the same within their respective cities, towns or districts. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein. The words "Fire Departments" as used in this section shall mean lawfully organized fire fighting forces, however constituted.

During the course of rendering such aid to another municipality, the municipality rendering aid shall be responsible for the operation of its equipment and for any damage thereto and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said departments or to his widow or other dependents on account of injuries or death, not withstanding Paragraph (B) of Subdivision (4) of Section Seven of Chapter Thirty-two, unless such municipalities have a written agreement to the contrary.

4. Employment Benefits

(A) All the privileges, immunities from liability and exemptions from laws, ordinances, by-laws and regulations which the parties, firefighters, rescue or ambulance attendants, agents and employees of the parties have in their own jurisdiction shall extend to and be effective in the jurisdiction in which they are giving assistance.

(B) All pension, relief, disability, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions not withstanding the provisions of Section 7 (4) (B) of Chapter 32 of the Massachusetts General Laws.

5. Direction of Assistance

The parties, firefighters, rescue or ambulance attendants, agents and employees rendering assistance under this Agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting their aid.

6. Duration

This Agreement supersedes any and all mutual aid agreements previously entered into among the parties hereto and shall remain in effect for a period of twenty years from the date of the execution; provided it is understood and agreed that a party is not bound by the terms hereof unless and until said party has obtained the required authority as set forth in Section 59A of Chapter 48, and any conditions or restrictions of such authorization are disclosed to all parties.

Any of the signatories to this Agreement may terminate their involvement in this Agreement, provided, that notice of such termination is first given to each other party to the Agreement at least sixty days prior to the date of termination. Any party, which has terminated its involvement in this agreement, as provided above, may resume participation at any time upon written notice duly authorized as required reaccepting this agreement.

Amendments to this Agreement shall be in writing and require the same authorization as required for initial execution by a signatory.

MUTUAL AID AGREEMENT

Individual Community Signature Page

COMMUNITY NAME

SIGNATURE OF EXECUTIVE OFFICER

DATE

SIGNATURE OF FIRE CHIEF

DATE

SIGNATURE OF EMS DIRECTOR

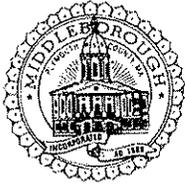
DATE

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

October 27, 2010

Charles Cristello
Town Manager
Town of Middleborough

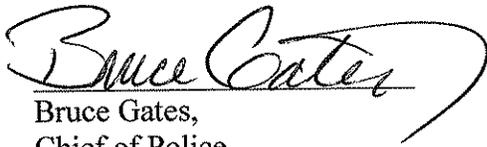
RE: STOP SIGNS

Please review the attached report from Sgt. Verhaegen the Police Department Safety Officer. It addresses the October 18, 2010 memo from the Board of Selectmen regarding Beech and East streets intersection. It is recommended a STOP SIGN be placed on East St. facing northeast.

Also it is recommended that STOP SIGNS be placed at the west end of Maple Road where it intersects with Old Center St.. And a STOP SIGN is recommended at the east end of Erica Avenue where it intersects with Old Center St..

Please contact me with any questions.

Respectfully Submitted,


Bruce Gates,
Chief of Police

TO: CHIEF BRUCE GATES
FROM: SGT. STEPHEN VERHAEGEN
RE: ASSESSMENT FOR "STOP" SIGN AT THE INTERSECTION OF BEACH
AND EAST STS., MIDDLEBORO.

ON OCT. 19th, THIS SERGEANT AND SAFETY OFFICER WAS REQUESTED TO DO AN ASSESSMENT AT THE INTERSECTION OF BEACH AND EAST STS., RELATIVE TO A COMPLAINT THE TOWN RECEIVED IN RELATION TO THE CONSIDERATION FOR A NEW "STOP" SIGN, AS AN ISSUE OF PUBLIC SAFETY.

THIS SERGEANT DID IN FACT OBSERVE THE ABOVE INTERSECTION AND OBSERVED THAT THERE IS CURRENTLY ONLY A "YIELD" SIGN LOCATED ON BEACH ST. WHICH FACES EAST PRIOR TO EAST ST. I ALSO SPOKE WITH A LOCAL RESIDENT AND HIS WIFE, MR. ANTHONY AND MAUREEN COUTO OF 41 BEACH ST. THEY BOTH CONCURRED THAT THE INTERSECTION WAS HAZARDOUS BOTH BECAUSE OF THE BLIND CURVES AND TRAFFIC GOING TOO FAST ON EAST ST. MR. COUTO FURTHER STATED THAT HIS HOUSE HAS BEEN STRUCK TWO TIMES, IN THE PAST FROM VEHICLES GOING TOO FAST.

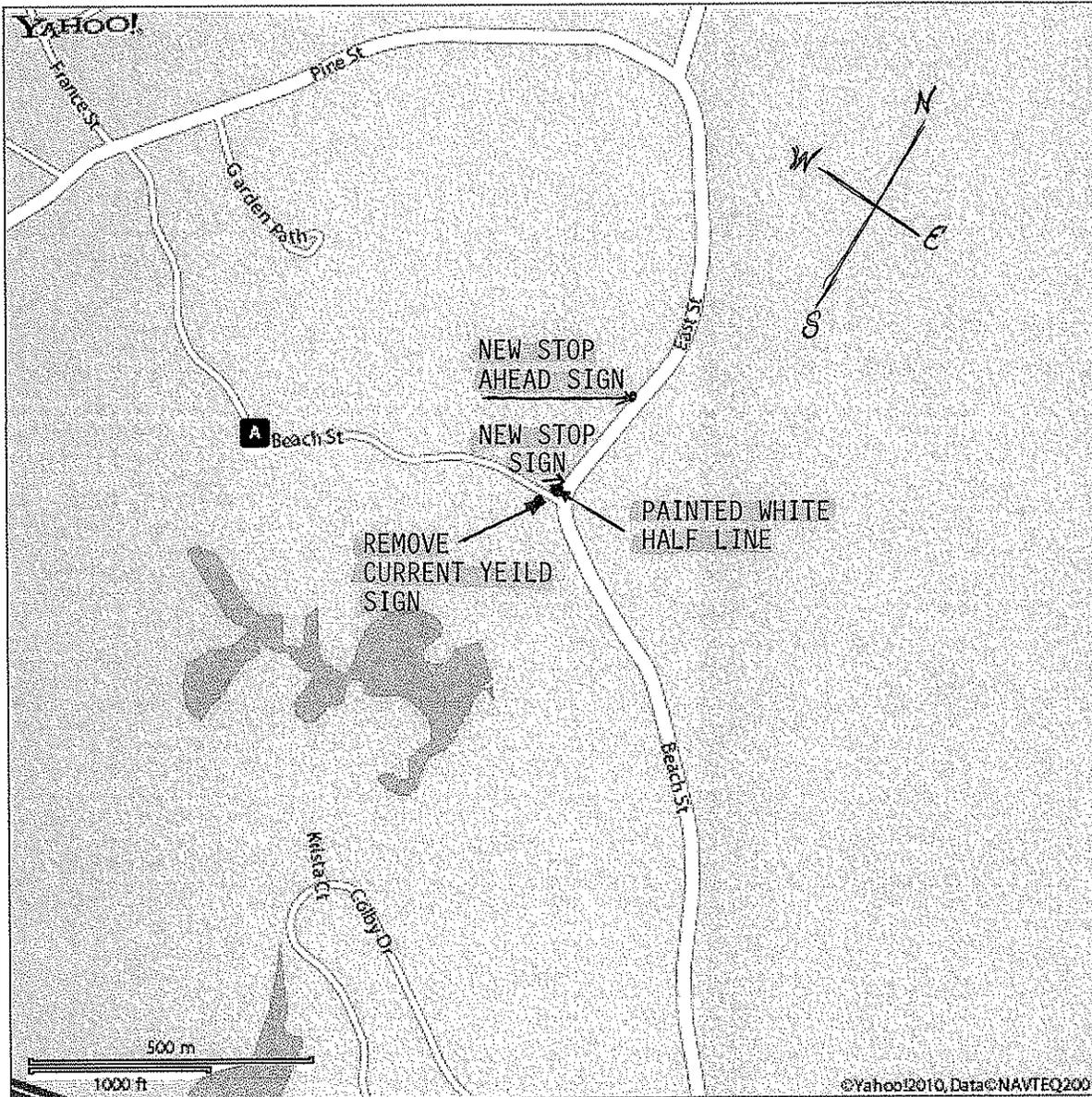
TO MAKE THE INTERSECTION OF BEACH AND EAST STS.
MORE SAFE, I RECOMMEND THAT A NEW 'STOP" SIGN BE PLACED ON
EAST ST. FACING NORTH/EAST. ALSO A NEW "STOP AHEAD" SIGN TO
BE PLACED AT A REASONABLE DISTANCE BEFORE THE NEW STOP
SIGN, TO GIVE PRIOR NOTICE THAT THERE A STOP IS AHEAD, WHICH
WOULD ALSO BE FACING NORHT/EAST. FOR FUTHER VISABILTY A
WHITE LINE SHOULD BE PAINTED HALF WAY ACROSS THE ROAD ON
EAST ST., AT THE NEWLY PLACED STOP SIGN. THE CURRENT "YEILD"
SIGN ON BEACH ST. SHOULD BE REMOVED.

PLEASE SEE THE ATTACHED MAP FOR THE ABOVE
EXACT LOCATIONS OF THE RECOMMENDED NEW SIGN PLACEMENT.

RESPECTFULLY SUBMITTED:

Stephen Verhaegen #19
SGT. STEPHEN VERHAEGEN
SAFETY OFFICER
MIDDLEBORO POLICE DEPT.

Map of Beach St, Middleboro, MA 02346



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

*Incorporated 1669
336 Years of Progress*



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

Town Manager

508-947-0928
FAX 508-946-2320

MEMORANDUM

To: Board of Selectmen

cc: Joseph Silva, Water Superintendent
Andrew Bagas, DPW Director

From: Charles J. Cristello, Town Manager 

Date: October 27, 2010

Subject: Construction of Barden Hill Tank Circulation System

Sealed bids were received and opened on October 21, 2010 for the invitation for bids advertised for the Construction of Barden Hill Tank Circulation System. Attached please find a cover letter and bid summary from Richard S. Johnson, P.E. of Amory Engineers, P.C.

Based on the bids received and the recommendation by the engineer, I would recommend you award the bid to Waterline Services, LLC in the amount of \$107,777.

Should you have any questions, please do not hesitate to contact me.

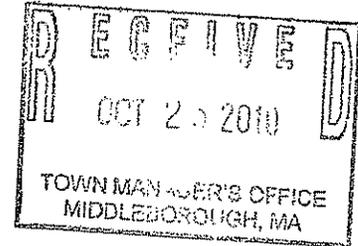
AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

October 22, 2010



Mr. Charles J. Cristello, Town Manager
10 Nickerson Avenue
Middleborough, MA 02346

Subject: **Construction of Barden Hill Tank Circulation System**

Dear Mr. Cristello:

Sealed bids for the subject contract were opened October 21, 2010. Nine bids were received and are summarized on the enclosed Bid Tabulation. Waterline Services, LLC, Seabrook, NH submitted the low bid in the amount of \$107,777. We are satisfied that Waterline has the experience and capability to complete the contract. Therefore, we recommend award of this contract to Waterline Services, LLC.

Upon notification that the Town has accepted the bid, we will forward appropriate sections of the Contract Documents to Waterline for completion prior to execution by the Town. Also upon acceptance, please sign and date the enclosed Notice of Award and mail to Waterline for acknowledgement.

Finally, we have enclosed for your files a copy of Waterline Services' Bid and Bid Bond as well as original Bids and Bid Bonds of the other eight bidders.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:

A handwritten signature in black ink, appearing to read "Richard S. Johnson".

Richard S. Johnson, P.E.

AJR:vs
enc.
cc: Joseph Silva

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

BID TABULATION

CONSTRUCTION OF BARDEN HILL TANK CIRCULATION SYSTEM MIDDLEBOROUGH, MA

Bid Opening: October 21, 2010

<u>Rank</u>	<u>Bidder</u>	<u>Address</u>	<u>Amount</u>
1	Waterline Services, LLC	7 London Lane Seabrook, NH 03874	\$107,777.00
2	Aqualine Utility Corp.	268 Washington Street East Bridgewater, MA 02333	\$112,000.00
3	Hemi Enterprises Inc.	21 Washington Street Attleboro, MA 02703	\$131,200.00
4	Amstar of Western New York	825 Rein Road Cheektowaga, NY 14225	\$146,000.00
5	Bizco Construction Services, Inc.	80 Development Street Fall River, MA 02721	\$147,638.00
6	Rockwood Corporation	6979 Laura Street Lyons Falls, NY 13368	\$148,500.00
7	Utility Service Co.	419 West Pulski Highway Elkton, MD 21921	\$185,700.00
8	Process Engineers & Constructors	65 Mill Street Cranston, RI 02905	\$224,264.00
9	Superior Industrial Maintenance	4801 Stough Road Concord, NC 28027	\$312,000.00

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET · MIDDLEBORO · MASSACHUSETTS 02346 · (508) 947-4433

GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
FAX (508) 947-7147

WAREHAM OFFICE
219-B MAIN STREET
(508) 947-4433

October 18, 2010

Charles J. Cristello, Town Manager
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

RE: South Middleborough land exchange – extension
of time for performance

Dear Charlie:

I enclose in duplicate an extension of time with respect to the above matter.
Please ask the Board of Selectmen to execute both and return them to me.

Very truly yours,


Daniel F. Murray
Town Counsel

DFM/s
Enclosures
T-1331

EXTENSION OF TIME FOR PERFORMANCE

The time for performance of the purchase and sale agreements (2) by and between the undersigned parties, both agreements dated May 3, 2010 and which relate to an exchange of land in Middleboro, Massachusetts between the parties is hereby extended to February 18, 2011, time still being of the essence of the agreements as extended. In all other respects the agreements are hereby ratified and confirmed.

Witness the hands and seals of the undersigned this 19th day of October, 2010.

Town of Middleborough
By:

Board of Selectman

White McGill Realty, LLC
By:


Daniel T. White, Manager