

C-16-52

## INTENT TO AWARD

**TO: E. L. HARVEY & SONS, INC.**  
68 HOPKINTON ROAD  
WESTBOROUGH, MA 01581

**FOR: RECYCLING Two (2) year contract**

**AMT:**      **FY17 \$515,000.00**  
                 **FY18 \$535,000.00**

1. This award is based on competitive proposals	YES
2. The above company was the lowest qualified bidder	YES
3. Was this contract a result of a budget item? a) If not, how will the money be raised?	YES
4. Was the bid process required by law?	NO
a) If not, under what provisions of law will the contract be awarded? M.G.L. c.30B §1(b)(30).	
5. Have all required specifications been complied with?	YES
6. Does the item require a service contract to guarantee proper performance?	YES
7. Are performance bonds required and have they been provided? UPON AWARD OF CONTRACT	YES
8. Are there any penalty clauses either for lack of delivery or performance or for failure to pay on time ?	YES
9. Is this contractor a Methuen businessman?	NO
10. Are there sufficient funds to encumber the expenditure?	YES

SOLID WASTE DISPOSAL/TIPPING FEES      ACCT # 01-3890-5300-39810

6/1/16  
Date

Stephen N. Zanni  
Stephen N. Zanni, Mayor

EXTENSION #3

AGREEMENT  
BY AND BETWEEN

THE CITY OF METHUEN

AND

E.L. HARVEY & SONS, INC.

IT IS HEREBY AGREED by and between the City of Methuen, a Municipal corporation in the County of Essex and organized under the laws of the Commonwealth of Massachusetts, acting by and through Stephen N. Zanni, Mayor, but without personal liability to himself, (hereinafter called "the City") and E.L. HARVEY & SONS, INC. (hereinafter called "E.L. HARVEY"), to extend the Contract Agreement for full residential recycling collection and other related services dated July 1, 2012 as amended on July 1, 2015 by and between said parties as follows:

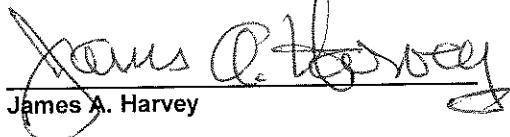
The parties agree to extend the contract for the period of two (2) years from July 1, 2016 to June 30, 2018.

Year one - July 1, 2016 to June 30, 2017 the amount of \$515,000.00 payable in monthly installments.

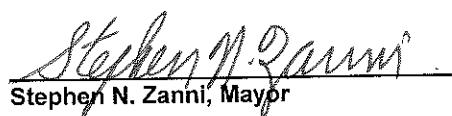
Year two - July 1, 2017 to June 30, 2018 the amount of \$535,000.00 payable in monthly installments.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 1st day of July, 2016.

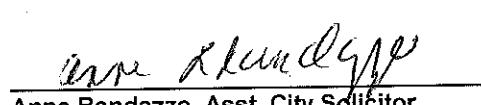
E. L. Harvey & Sons, Inc.

  
James A. Harvey

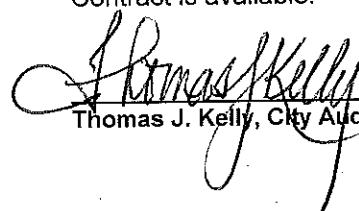
City of Methuen

  
Stephen N. Zanni, Mayor

Approved as to form:

  
Anne Randazzo, Asst. City Solicitor

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

  
Thomas J. Kelly, City Auditor

EXTENSION #2

AGREEMENT  
BY AND BETWEEN

THE CITY OF METHUEN

AND

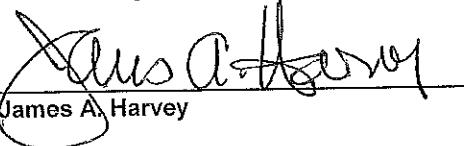
E.L. HARVEY & SONS, INC.

**IT IS HEREBY AGREED** by and between the City of Methuen, a Municipal corporation in the County of Essex and organized under the laws of the Commonwealth of Massachusetts, acting by and through Stephen N. Zanni, Mayor, but without personal liability to himself, (hereinafter called "the City") and **E.L. HARVEY & SONS, INC.** (hereinafter called "E.L. HARVEY"), to extend the Contract Agreement for full residential recycling collection and other related services dated **July 1, 2012** as amended on June 10, 2014 by and between said parties as follows:

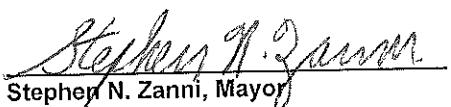
**The parties agree to extend the contract for the period from July 1, 2015 to June 30, 2016 in the amount of \$325,000.00 payable in monthly installments.**

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals this 1st day of July, 2015.

E. L. Harvey & Sons, Inc.

  
James A. Harvey

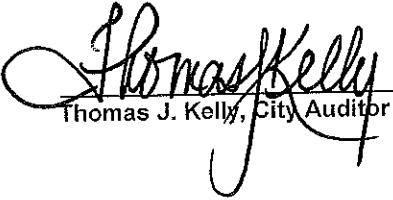
City of Methuen

  
Stephen N. Zanni, Mayor

**Approved as to form:**

  
Kerry R. Jenness, Solicitor

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

  
Thomas J. Kelly, City Auditor

EXTENSION #1

AGREEMENT  
BY AND BETWEEN

THE CITY OF METHUEN

AND

E.L. HARVEY & SONS, INC.

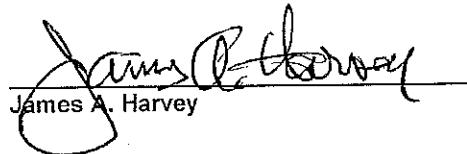
IT IS HEREBY AGREED by and between the City of Methuen, a Municipal corporation in the County of Essex and organized under the laws of the Commonwealth of Massachusetts, acting by and through Stephen N. Zanni, Mayor, but without personal liability to himself, (hereinafter called "the City") and E.L. HARVEY & SONS, INC. (hereinafter called "E.L. HARVEY"), to extend the Contract Agreement for full residential recycling collection and other related services dated **July 1, 2012** by and between said parties as follows:

**PARAGRAPH 2:** Paragraph 2 of said Agreement, attached hereto; is hereby amended by striking the last sentence of the agreement and adding therein:

**This contract agreement shall be for one ( 1 ) year for the period from July 1, 2014 through June 30, 2015 in the amount of \$275,000.00 paid in monthly installments.**

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 10<sup>th</sup> day of June, 2014.

E. L. Harvey & Sons, Inc.

  
James A. Harvey

City of Methuen

  
Stephen N. Zanni, Mayor

Approved as to form:

  
Anne Randazzo, Asst. City Solicitor

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

  
Thomas J. Kelly, City Auditor

CLERK CERTIFICATE  
AUTHORIZATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Trustees/Directors of the

E.L. Harvey & Sons Inc. held on 6/15/2016  
(Name of Organization) (Date)

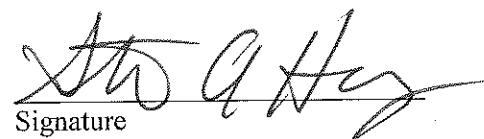
which all the Trustees/Directors were present and waived notice, it was VOTED, that

Benjamin J. Harvey (Name) of this organization, is authorized to execute contracts in the name and behalf of said organization, and affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such Vice President (Officer) under the seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the E.L. Harvey & Sons Inc. and that Benjamin J. Harvey (Type name) is the duly elected Vice President (Officer) of

said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Corporate Seal Here:  
(if no seal, print "none")

  
Signature

Steve Harvey  
Type Name

6/15/2016  
Date

Secretary  
Title

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,  
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

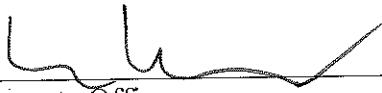
Benjamin J. Harvey

\*Signature of Individual  
or Corporate Name (Mandatory)

42609598

\*\*Social Security Number  
(Voluntary) or Federal Identification Number

By:



Corporate Officer

(Mandatory, if Applicable)

Date:

6/15/2016

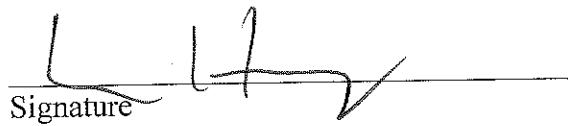
Benjamin J. Harvey

Print name

- \* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.
- \*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

## STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, I, Benjamin J. Harvey hereby certify that we are not disbarred, suspended or otherwise excluded from receiving funds or bidding on any project by any State or Federal agency.

  
Signature

6/15/2016  
Date

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or 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, corporation, union, committee, club or other organization, entity or group of individuals.

  
Signature of person submitting contract/bid

Benjamin J. Harvey  
Print Name

E.L. Harvey & Sons Inc  
Name of Business

6/15/2016  
Date

CITY OF METHUEN  
MASSACHUSETTS  
OFFICE OF THE MAYOR

This AGREEMENT made and concluded this 1st day of July in the year two thousand twelve by and between E.L. Harvey & Sons, Inc., 68 Hopkinton Road, Westborough, MA 01581, hereinafter called the Contractor, and the City of Methuen, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Stephen N. Zanni, hereinafter called the City.

WITNESSETH that the Contractor agrees and by these presents does agree for consideration hereinafter contained to provide and deliver the items/service specified per proposal submitted, said proposal being incorporated herein and made a part hereof. The Contractor agrees to commence full residential recycling collection and other related services under this Contract no later than July 1, 2012. This contract is for two years.

The Contractor shall not assign nor transfer this contract, or any part thereof, or any sum due or to become due hereunder without the written consent of the Mayor of said City.

The Contractor further agrees to indemnify and save harmless the said City of Methuen, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property on account of any act or omission of said Contractor or its servants or agents in the performance of this contract. The Contractor further agrees that if the City or any of its agents or employees is designated as a defendant or a party in litigation as a result of any act or omission of said Contractor or its servants or agents in the performance of this contract that Contractor shall defend said City and provide for the defense of all claims and costs and expenses therefore and to be responsible for any damages imposed or adjudged and all the attendant costs thereof.

The City, if the Contractor shall fail to furnish and deliver any of said work described as required after notification for same has been given to the Contractor or mailed to him at the business address stated in his/her proposal, acting by the Mayor, may obtain the services at any other source and the City, if the Mayor shall give to the Contractor or mail to him at his business address stated in his proposal a notice signed by the Mayor that the Contractor has failed to carry out the contract to the satisfaction of the Mayor, acting by the Mayor and at this discretion and without further notice may cancel the contract.

IN CONSIDERATION WHEREOF, the said City agrees to pay said Contractor the following price:

1 <sup>st</sup> year (FY13)	\$240,000.00
2 <sup>nd</sup> year (FY14)	\$250,000.00

Said payment to be made as follows: Upon presentation of invoices providing sufficient information as determined by the DPW Dept., Raymond E. DiFiore or his designee. All Invoice must have the Prevailing wage pay sheet attached on a monthly basis. The City agrees to make twelve(12) payments annually to the Contractor. The Contractor agrees that a delay in the commencement of any Contract service, for any reason and caused by either party, or a suspension by the Contractor of any Contract service, or any failure to submit the required supporting documentation with its invoice, shall result in a corollary delay in scheduled payments.

Attached hereto are Recycling Service related components: 2.0 Definitions, 3.1 Curbside Household Service, 3.2 Municipal/School Buildings & other Locations, 3.3 Condominiums, 3.4 Other and 3.5 Contractor Performance & Remedies.

PERFORMANCE BONDS: The Contractor must attach a Performance Bond by a company licensed to do business in Massachusetts in an amount equal to 100% of the total value of this contract.

INSURANCE:

1. Insurance Requirements:

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of a result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;

Claims for damage because of bodily injury, sickness or disease or death of any person other than its employees, and claims insured by usual personal injury liability coverage;

Claims for damages because of injury to destruction of tangible property, including Loss of use resulting there from.

2. The Insurance required by the above shall be written for not less than the following minimum limits of liability:

	Statutory Requirements
Workmen's Compensation:	
Employer's Liability:	\$1,000,000
Comprehensive General Liability:	Bodily Injury
Each person/each occurrence:	\$1,000,000
General Aggregate per project:	\$2,000,000
	Or Combined Single Limit of \$2,000,000

Property Damage \$1,000,000  
Each Occurrence: \$2,000,000  
General Aggregate per project:  
Or a Combined Single Limit of \$2,000,000

Comprehensive Automobile Liability:  
Bodily Injury \$1,000,000  
Each person/each occurrence:  
Or a Combined Single Limit of \$1,000,000

Property Damage \$1,000,000  
Each occurrence:  
Or a Combined Single Limit of \$1,000,000

Excess Liability (Umbrella): \$1,000,000

3. The above insurance policies shall also be subjected to the following requirements:

Insurance coverage for the Contractors' Comprehensive General Liability, as specified under the foregoing paragraph and for the City Protective Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage to facilitate and expedite the settlement of claims.

Certificates of Insurance acceptable to the City shall be addressed to and filed with the City prior to commencement of the work. Renewal certificates shall be filed with the City at least ten (10) working prior to the expiration date of required policies.

No insurance coverage shall be subject to cancellation without thirty (30) Days prior written notice forwarded by registered or certified mail to the City. The City shall be notified of the attachment or any restrictive amendments to the policies.

All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

All premium costs shall be included in the Contractor's bid.

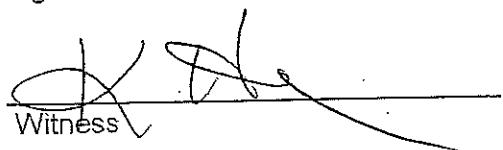
The City shall be named as an additional insured on the Contractors' General Liability and Excess Umbrella Liability Insurance Policies.

This Agreement shall be subject to appropriation for each fiscal year. If no such appropriation is made this Agreement shall be terminated.

Failure on the Contractor's part to comply with the terms of this Agreement, applicable federal and state laws and all rules and regulations promulgated thereunder shall upon reasonable constitute grounds for the City to revoke and otherwise terminate the contract and all obligations of the City hereunder.

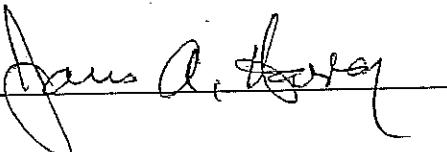
IN WITNESS WHEREOF, the said Contractor acting by and through its official title, and the City of Methuen having caused these presents and an instrument of like tenor to be executed in its name and behalf by its Mayor William M. Manzi, III duly authorized as aforesaid, and its corporate seal to be hereto and to an instrument of like tenor affixed on the day and year first above written.

Signed and Sealed in Presence

  
Witness

E. L. HARVEY & SONS, INC.

BY



CITY OF METHUEN

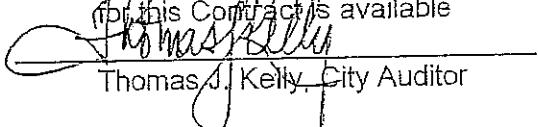
William Cormier  
Witness

BY Stephen N. Zanni  
Stephen N. Zanni, Mayor

APPROVED AS TO FORM:

  
Peter McQuillan - Solicitor

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available

  
Thomas J. Kelly, City Auditor

PROVIDER

Recycling Service related components for contract with E.L. Harvey

2.0 Definitions

City: shall mean the City of Methuen, a municipal corporation located within the County of Essex and the Commonwealth of Massachusetts.

Condominiums: shall mean a residential unit comprised of multiple dwellings used as a residence, not for commercial purposes, with the units comprising the complex duly registered and recorded with the Essex County of Deeds and also comprising of an association which sets rules and regulation pertaining to the units' organization, operational costs and having a committee or controlling body.

Containers: shall mean a barrel, toter, dumpster, bin or other authorized or acceptable means of holding recyclables for collection, with a total weight including its contents not to exceed sixty (60) pounds. The term "receptacle" shall also have the same meaning as "container".

Contractor: shall mean the corporation, subcontractor, partnership, agent, employee or servant of the same with which the City of Methuen has entered into a contract or agreement to collect, transport and dispose of recyclables and other materials as outlined in the Contractor's proposal and all related documents. The term "vendor" shall also have the same meaning as "contractor".

Disposal Site: shall mean the processing facility or depository to which the contractor(s) delivers the recyclables included in the contract.

Household: shall mean a dwelling within the City occupied by a person or group of persons comprising of not more than four residential units or four families. A household shall be deemed occupied when either water or domestic light and power services are being provided thereto. A dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family dwelling units, shall be treated as a household except for commercial apartments.

Recyclables: shall mean those materials that are collected in a single stream fashion for the purpose of recycling. Said materials shall include, but not be limited to, 1) mixed paper (comprised of newspapers, inserts, magazines, catalogues, office paper, junk mail, paperboard, paperback books, phone books, brown paper bags, and corrugated cardboard (flattened to 3' by 3' or less)) and 2) containers (comprised of glass (clear, brown and green) bottles and jars, metal food and beverage cans, aluminum foil and pans, milk and juice cartons and plastic (#1-#7) bottles and jars).

Un-acceptable Materials: shall mean all solid waste, hazardous waste, those items banned from disposal per 310 CMR 19.017, commercial waste, construction and demolition related waste, food waste, yard waste and other materials deemed unacceptable by the City.

3.0 Standard Recycling Service

3.1 Curbside Household Service

The vendor will be responsible for serving all existing and yet-to-be-built households through the end of the contract; no additional price allowances will be made to serve additional households.

The collection of curbside recyclables will be on an every other week basis and will follow the five day; Monday – Friday, A Week – B Week schedule currently in place. Collection shall begin no earlier than 7:00AM and conclude no later than 4:30PM unless the Contractor has sought and received the approval of the DPW Director or his designee. Collection schedules will shift by one day to accommodate holiday schedules normally observed on weekdays by municipalities (i.e. recyclables collection will include Saturday collections during such weeks). The following are to be considered as observed holidays: New Years Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas.

Residents are responsible for placing recyclables at the curb and separate from trash for easy identification and access by the Vendor. Recyclables are currently collected in single stream fashion, as indicated in the definition of recyclables in the IFP. Residents shall place recyclables in containers clearly marked for recycling (e.g. barrel) or recycling bin and mixed paper may be in a paper bag or separate receptacle that is placed beside, in or on top of the recycling bin. The City is responsible for the provision of recycling stickers (for receptacles) to households. The Vendor is responsible for assuring that materials defined by the City as "unacceptable" are not collected in the recyclables stream. The Vendor shall be required to provide and issue warning (non-compliance) stickers at the curb when collection personnel spot unacceptable materials. Said stickers shall indicate the problem(s) with the rejected material so that the respective household can be educated about the issue with the material in question. The Vendor shall notify the City when un-acceptable materials are not collected in order to ensure efficient communications. The City does not assume responsibility for the marketing of recyclables collected and upon acceptance at the curb, recyclables become the property of the Vendor. All recyclables collected for the City shall be transported to and processed at an approved disposal site chosen by the Vendor.

The Vendor shall carefully handle all recycling bins and receptacles used to set out recyclables. Bins and receptacles shall be thoroughly emptied and left upside down in the approximate place where found. Emptied recycling bins and receptacles shall not be bent, thrown or otherwise abused and shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks or in any other way that interferes with traffic, mail delivery service or public safety. In addition, the Vendor agrees to operate collection vehicles in such a manner as to prevent materials from being spilled or blown from the vehicle. If material spills or blows from the vehicle, the Vendor shall clean up and place in the collection vehicle all material before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled materials.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2016

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

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

PRODUCER		CONTACT NAME: Christina Dennehy	
The Getchell Companies 183 Great Road, Unit 15 PO Box 844 Stow MA 01775		PHONE (A/C, No, Ext): (978) 897-7773	FAX (A/C, No): (978) 897-1553
		E-MAIL ADDRESS: christina@getchellcompanies.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Crum & Forster Specialty Ins Co	NAIC # 44520
		INSURER B: Acadia Insurance	31325
		INSURER C: Union Insurance Company	25844
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2016-2017 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	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"/> contractual liability  <input checked="" type="checkbox"/> pollution		EPK-111780	3/15/2016	3/15/2017	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 400,000	
	MED EXP (Any one person)					\$ 25,000	
	PERSONAL & ADV INJURY					\$ 1,000,000	
	GENERAL AGGREGATE					\$ 2,000,000	
	PRODUCTS - COMP/OP AGG					\$ 2,000,000	
OTHER:	\$						
AUTOMOBILE LIABILITY			MAA5249131-10 \$ 1,000,000	3/15/2016	3/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)					\$	
ALL OWNED AUTOS	BODILY INJURY (Per accident)					\$	
<input checked="" type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE (Per accident)					\$	
<input checked="" type="checkbox"/> 3rd interchange						\$	
<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		EFX-105115	3/15/2016	3/15/2017	EACH OCCURRENCE	\$ 5,000,000
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
DED	RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N					<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N					E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Motor Truck Cargo		CNA502890214	3/15/2016	3/15/2017	Single Conveyance/\$100,000	Deduct/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
refuse removal & recycling

## CERTIFICATE HOLDER

## CANCELLATION

LLAntonacci@ci.methuen.ma.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Methuen 41 Pleasant Street Suite 303 Methuen, MA 01844	AUTHORIZED REPRESENTATIVE Christina Dennehy/CRD <i>Christina Dennehy</i>

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Annually Renewable Performance Bond

Bond No. 1053358

KNOW ALL MEN BY THESE PRESENTS: That E.L. Harvey & Sons, Inc., (hereinafter called the Principal), and The Hanover Insurance Company, (hereinafter called the Surety), are held and firmly bound unto City of Methuen, (hereinafter called the Obligee), in the full and just sum of One Million Five Hundred Forty Five Thousand Dollars and 00/100 Dollars (\$1,545,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 22nd day of August, 2011, entered into a Contract with the Obligee for Solid Waste Collection, Hauling Related Services & Residential Recycling for a period of 2 year extension years which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning July 1, 2016 and ending June 30, 2017. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety. Neither non-renewal nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the defaults; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.
5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

Signed and sealed this 7th day of July, 2016.

Principal:

E.L. Harvey & Sons, Inc. (seal)

By:

(name & title)

President

Surety:

The Hanover Insurance Company (seal)

By:

Arthur L. Colley  
Attorney-in-Fact  
Arthur L. Colley

Surety Telephone Number 704-362-3991

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Arthur L. Colley, Nicole M. Colley and/or Bonnie T. Atnlp

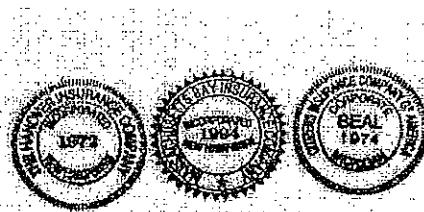
of Charlotte, NC and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:  
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 14th day of October 2010.

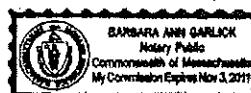


THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Mary Jeanne Anderson, Vice President  
  
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER )  
) ss.

On this 14th day of October 2010, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Barbara Ann Garlick  
Notary Public

My commission expires on November 3, 2011

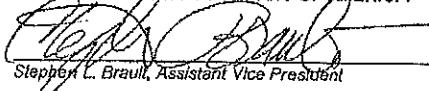
I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of July 2016.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Stephen L. Brault, Assistant Vice President