

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: April 10, 2018

**SUBJECT: CONTRACT EXTENSION
SINGLE STREAM RECYLCING (SSR), EL HARVEY & SONS, INC.**

In August, 2013, the Town of Natick entered into a contract with E.L. Harvey & Sons, Inc. (E.L. Harvey) for the acceptance and processing of single stream recyclable (SSR) materials that the Department collects at the curbside and at the Recycling Center. The terms of the Contract were for an initial three (3)-year term, with the Town having the sole right to extend the term for five (5) additional one (1)-year terms.

In July, 2016, the Town opted to exercise its first one (1)-year option for renewal. In May, 2017, the Town opted to exercise its second one (1)-year option for renewal.

We believe that it is in the Town's interest to exercise a third one (1)-year option for renewal at this time.

The Contract requires E.L. Harvey to pay the Town \$2.50 per town of SSR material delivered to its facility. This rate per ton is flat with no annual escalator or reduction. The Department collects approximately 3,600 tons of SSR materials at the curbside and another 600 tons at the Recycling Center annually. Through the current contract, the Town receives approximately \$11,000 in annual revenue from SSR materials delivered to E.L. Harvey.

The market for recyclables has deteriorated substantially since the current contract was negotiated. Market research, in fact, demonstrates that there is a current cost of approximately \$35/ton to the Town, requiring a payment to the vendor. This places the Town in the position of having to spend money for collection, rather than receiving money.

To ensure that the collection stays a revenue source, rather than an expense, it is desirable for the Town to exercise a third one (1)-year option for renewal of the current contract with E.L. Harvey.

None of this speaks to any background contractual issues between the parties.

(To be placed upon the letterhead of the Town of Natick Board of Selectmen.)

May 1, 2018

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts, and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms." In 2016, the Town, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term. On May 30, 2017, the Town of Natick, by vote of the Natick Board of Selectmen exercised its second option to extend the Contract for an additional one (1)-year term.

On April 30, 2018, the Town, by vote of the Natick Board of Selectmen, has exercised its third option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2019. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its third option year.

All provisions of the Contract shall remain in full force and effect during this option period.

Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

Amy K. Mistrot, Chairman

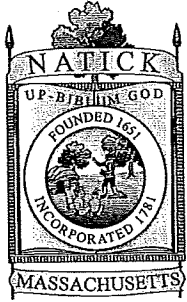
Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

cc. President, E.L. Harvey & Sons, Inc.
 William D. Chenard, Acting Town Administrator
 Jeremy Marsette, Director, Natick Department of Public Works
 Arti P. Mehta, Comptroller
 Bryan R. Le Blanc, Procurement Officer
 John P. Flynn, Esq.



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
Martha White, Town Administrator
William Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 22, 2017

**SUBJECT: CONTRACT EXTENSION
SINGLE STREAM RECYLCING (SSR), EL HARVEY & SONS, INC.**

In August, 2013, the Town of Natick entered into a contract with E.L. Harvey & Sons, Inc. (E.L. Harvey) for the acceptance and processing of single stream recyclable (SSR) materials that the Department collects at the curbside and at the Recycling Center. The terms of the Contract were for an initial three (3)-year term, with the Town having the sole right to extend the term for five (5) additional one (1)-year terms.

In July, 2016, the Town opted to exercise its first one (1)-year option for renewal.

We believe that it is in the Town's interest to exercise a second one (1)-year option for renewal at this time.

The Contract requires E.L. Harvey to pay the Town \$2.50 per town of SSR material delivered to its facility. This rate per ton is flat with no annual escalator or reduction. The Department collects approximately 3,600 tons of SSR materials at the curbside and another 600 tons at the Recycling Center annually. Through the current contract, the Town receives approximately \$11,000 in annual revenue from SSR materials delivered to E.L. Harvey.

The market for recyclables has deteriorated substantially since the current contract was negotiated. Market research, in fact, demonstrates that there is a current cost of approximately \$35/ton to the Town, requiring a payment to the vendor. This places the Town in the position of having to spend money for collection, rather than receiving money.

To ensure that the collection stays a revenue source, rather than an expense, it is desirable for the Town to exercise a second one (1)-year option for renewal of the current contract with E.L. Harvey.

Town of Natick, Massachusetts
Contract
for
The Procurement of Single Stream Recycling (SSR) in the Town of Natick

This Contract made this first day of August, 2013, between the Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter Designated "the Town of Natick," "the Town," or "the Owner"), and E.L. Harvey, Inc., 68 Hopkinton Road, Westborough, MA 01581, hereinafter designated "the Contractor". The words "he", "him" and "his" in this Contract, so far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide Single Stream Recycling Services (SSR) to all residences, schools, and municipal buildings in the Town of Natick. The Town will utilize its own equipment to pick up SSR from Town of Natick residents, schools and municipal buildings. The Town will make these pickups weekly, from Tuesday through Friday, and will generate approximately three thousand one hundred (3,100) tons of SSR per year. The Contractor shall also process recycling generated by the Town-operated recycling center on West Street, Natick, which generates approximately six hundred (600) tons per year. The Town will transport all SSR and recycling to a permitted facility owned and operated by the Contractor. The Contractor owns and operates fully permitted recycling facilities at 68 Hopkinton Road, Westborough, MA 01581 and 394 Wood Street, Hopkinton, MA 01748. The Contractor shall also provide a recycling curriculum for grades K-12 in the Town of Natick and shall provide tours of one of the above facilities at no additional charge.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under this Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms.

4. Incorporation of the Request for Quotes (RFQ)/Order of Priority of Contract Documents

The provisions of the RFQ and Contractor's Quote are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority: Amendments to Contract (if any)

Second Priority:	Contract
Third Priority:	Addenda to RFQ
Fourth Priority:	RFQ
Fifth Priority:	Contractor's Quote.

5. Payment

In consideration for the services rendered pursuant to the RFQ issued by the Town, the Contractor shall pay the Town according to the prices specified in the Contractor's Quote.

The Contractor shall pay the Town of Natick at the rate of two dollars and fifty cents (\$2.50) per ton for SSR material delivered to a permitted facility owned and operated by the Contractor. In addition to this payment, the Contractor shall share revenue as follows: This revenue sharing shall be based on the posted paper markets in Pulp and Paper International (PPI) Pulp & Paper Week — Recovered Paper Domestic. The Contractor shall split with the Town, on a fifty percent (50%)/fifty percent (50%) basis, any additional revenue for sixty percent (60%) of the load if the market price for Mixed Paper #2 exceeds a threshold of ninety-five dollars and no cents (\$95.00) per ton (New England-High).

Payment will be due thirty (30) days after receipt of the Town's invoice by the Contractor for services performed in accordance with this Contract. If the Town is required to ever make any payments to the Contractor, the Town shall not make payments in advance.

6. Warranty

Any equipment delivered, unless otherwise agreed by the parties, shall at the time of delivery be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All equipment shall be warrantied against manufacturing and design defect for a minimum of three (3) years after the Town's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000/\$500,000/\$500,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$10,000,000 each occurrence and \$10,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the Town of Natick is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
 - (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor any of its officers, employees, boards, committees, commissions, agents and representatives, shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Contract Subject Matter and Conditions

By signing this Contract, the Contractor acknowledges that it has examined the subject matter of this Contract and is familiar with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/Force Majeure

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.

- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.

In the event of termination, the Town shall be entitled to be paid in accordance with this Contract.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: Martha White, Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

With copies to: John P. Flynn, Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Paul E Degnan
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty

afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Quote was made and submitted in good faith and without collusion or fraud with any 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Contract, any statutorily-mandated provisions contained herein shall control.
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

The Town of Natick

E. L. Harvey & Sons, Inc.
(Printed Name of Contractor)

by: the Natick Board of Selectmen

by:

Carol A. Gloff
Carol A. Gloff, Chairman

Steve A. Harvey
Signature

Joshua Ostroff
Joshua Ostroff, Vice Chairman

Steven A. Harvey
Printed Name

Nicholas S. Mabardy
Nicholas S. Mabardy, Clerk

V.P.
Printed Title

Charles M. Hughes
Charles M. Hughes

Richard P. Jennett, Jr.
Richard P. Jennett, Jr.

Dated: 7/2/13

Dated: 7/2/13

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Virginia Cahill
Virginia Cahill
Interim Comptroller, Town of Natick

Dated: 7-1-13

APPROVED AS TO FORM:

John P. Fern
Town Counsel

Dated: JULY 2, 2013

CERTIFICATE OF VOTE

I, Steven A. Harvey, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting Secretary of E.L. Harvey & Sons Inc.
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on July 2 20
13, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Steven A. Harvey,
Ben A. Harvey; President
(Name) (Title)
Douglas H. Harvey; V.P.; or
(Name) (Title)
Ben J. Harvey; V.P.
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the 2 day of July, 2013 and has not been changed or modified in any respect.

Steven A. Harvey
Signature
Steven A. Harvey
Printed Name
Secretary
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

734064v1

Town of Natick
Massachusetts 01760
Home of Champions



Jonathan Freedman, Chair
Susan G. Salamoff, Vice Chair
Richard P. Jennett, Jr., Clerk
Michael J. Hickey
Amy K. Mistrot

May 30, 2017

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts, and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term", provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms." In 2016, the Town, by vote of the Natick Board of Selectmen, exercised its first option to extend the Contract for an additional one (1)-year term.

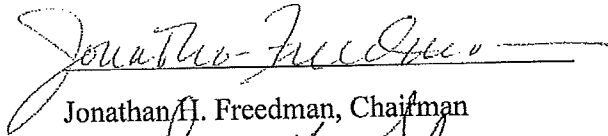
On May 30, 2017, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its second option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2018. This letter shall serve as notice to E.L. Harvey & Sons, Inc., of the Town's exercise of its second option year.

All provisions of the Contract shall remain in full force and effect during this option period.

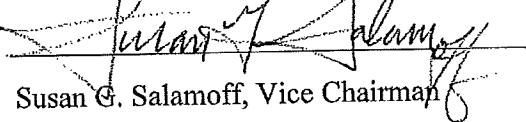
Thank you for your consideration.

Very truly yours,

The Natick Board of Selectmen

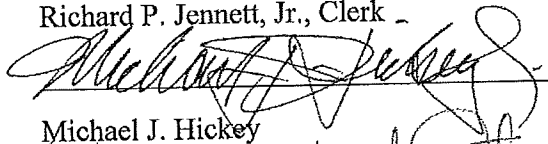


Jonathan H. Freedman, Chairman

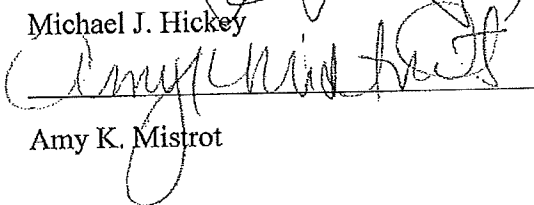


Susan G. Salamoff, Vice Chairman

Richard P. Jennett, Jr., Clerk



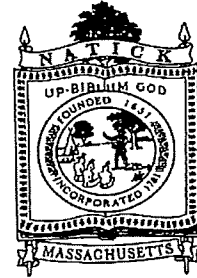
Michael J. Hickey



Amy K. Mistrot

cc. President, E.L. Harvey & Sons, Inc.
Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Department of Public Works
Lisa Durken, Interim Comptroller
Bryan R. Le Blanc, Procurement Officer
John P. Flynn, Esq., Town Counsel

Town of Natick
Massachusetts 01760
Home of Champions



Richard P. Jennett, Jr., Chair
Nicholas S. Mabardy, Vice Chair
Jonathan Freedman, Clerk
John J. Connolly
Susan G. Salamoff

July 25, 2016

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

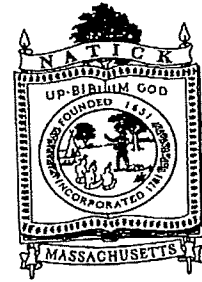
Dear Mr. Harvey:

As you are aware, the Town of Natick, Massachusetts and E.L. Harvey & Sons, Inc. are parties to a Contract for the Procurement of Single Stream Recycling (SSR) in the Town of Natick, dated August 1, 2013 ("Contract").

Article 3 of the Contract, entitled "Term," provides as follows: "The term of this Contract shall be for three (3) years, commencing with the date set forth in the first line of this Contract. At the sole discretion of the Town, this Contract may be extended for up to five (5) additional one (1)-year terms."

On July 25, 2016, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its first option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2017. This letter shall serve as notice to E.L. Harvey & Sons, Inc. of the Town's exercise of its option.

Town of Natick
Massachusetts 01760
Home of Champions



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July 25, 2016

Steven A. Harvey
Executive Vice President
E.L. Harvey & Sons, Inc.
68 Hopkinton Road
Westborough, MA 01581

RE: Single Stream Recycling (SSR) in the Town of Natick, Massachusetts

Dear Mr. Harvey:

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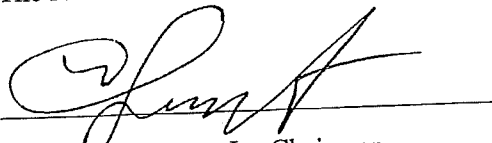
On July 25, 2016, the Town of Natick, by vote of the Natick Board of Selectmen, has exercised its first option to extend the Contract for an additional one (1)-year term. The option year shall expire on July 31, 2017. This letter shall serve as notice to E.L. Harvey & Sons, Inc. of the Town's exercise of its option.

All provisions of the Contract shall remain in full force and effect during this option period.

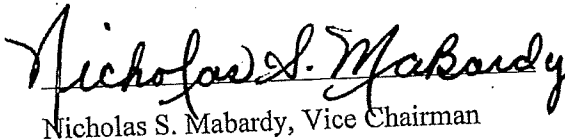
Thank you for your consideration.

Very truly yours,

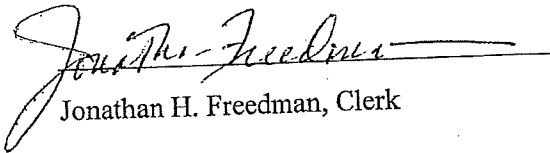
The Natick Board of Selectmen



Richard P. Jennett, Jr., Chairman

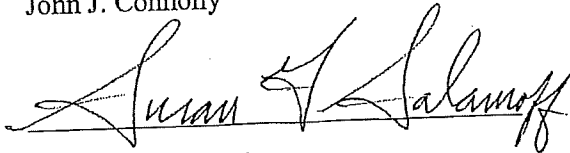


Nicholas S. Mabardy, Vice Chairman



Jonathan H. Freedman, Clerk

John J. Connolly



Susan G. Salamoff

cc. President, E.L. Harvey & Sons, Inc.
Martha L. White, Town Administrator
William D. Chenard, Deputy Town Administrator – Operations
Jeremy Marsette, Director, Natick Department of Public Works
Virginia W. Cahill, Comptroller
Bryan R. Le Blanc, Procurement Officer
John P. Flynn, Esq., Town Counsel

7001 1940 0001 9682 2138

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

CERTIFIED MAIL

7001 1940 0001 9682 2138

7001 1940 0001 9682 2138

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
PRESIDENT, E.L. HARVEY & SONS INC.
 Street, Apt. No.,
 or PO Box No. **68 HOPKINTON ROAD**
 City, State, ZIP+4
WESTBOROUGH MA 01581

PS Form 3800, January 2001 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>PRESIDENT E.L. HARVEY & SONS INC 68 HOPKINTON ROAD WESTBOROUGH MA 01581</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7001 1940 0001 9682 2138</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
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 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Postmark Here

Sent To
 STEVEN A HARVEY EXEC VP EL HARVEY & SONS
 Street, Apt. No.,
 or PO Box No. 68 HOPKINTON RD
 City, State, ZIP+4
 WESTBOROUGH MA 01581

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 STEVEN A HARVEY
 EXEC V.P.
 EL HARVEY & SONS, INC
 68 HOPKINTON ROAD
 WESTBOROUGH MA
 01581

2. Article Number
 (Transfer from service label) 7004 2510 0003 8088 0071

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540