



RESOLUTION

APPROVING A MULTI-YEAR AGREEMENT WITH INTEGRATED PAPER RECYCLERS, LLC FOR SINGLE STREAM RECYCLING

CITY OF NASHUA

In the Year Two Thousand and Ten

RESOLVED by the Board of Aldermen of the City of Nashua that the attached multi-year (31 months) agreement by and between Integrated Paper Recyclers, LLC and the City of Nashua for single stream recycling is hereby approved.

The funding source for FY2011 will be Account #801-53109-8402-8500 (Solid Waste Disposal – Contract Services).

LEGISLATIVE YEAR 2010

RESOLUTION: R-10-72

PURPOSE: Approving a multi-year agreement with Integrated Paper Recyclers, LLC for single-stream recycling

SPONSOR(S): Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: The estimated annual cost of this contract is \$25,000.

ANALYSIS

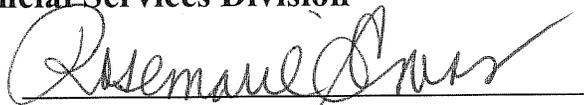
This resolution would approve a multi-year (31 months) agreement for single-stream recycling with Integrated Paper Recycling, LLC.

NRO § 5-74, B states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

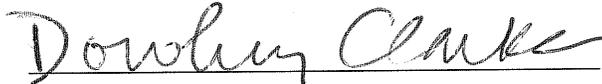
By:



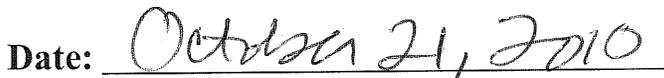
Approved as to form:

Office of Corporation Counsel

By:



Date:





SERVICE AGREEMENT CONTRACT

A CONTRACT BETWEEN THE CITY OF NASHUA

AND

INTEGRATED PAPER RECYCLERS, LLC

NAME

108 CLINTON STREET, WOBURN, MA 01801

ADDRESS

The following exhibits and attachments are by this reference incorporated herein and are made part of this contract:

Attachment A -- Proposal Summary
Attachment B -- Revenue Share Agreement
Schedule A -- Materials to be Collected
Fully Executed City of Nashua Purchase Order

Except as otherwise specifically provided herein, no other documents shall be part of this contract. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this section are not part of the contract.

TIME PERIOD

The Contractor agrees to perform service from: December 1, 2010 to June 30, 2013.

SCOPE OF SERVICES

The Contractor shall be responsible for all aspects of providing the requested service: the pickup and hauling of single stream recyclables from the Four Hills Landfill / Nashua Recycling Center; the processing, marketing and shipping of recyclables; the disposal of any residue; the maintenance of records and provision of documents and reports to the City; and the care and maintenance of equipment furnished for this program and any other associated items. Upon acceptance of recyclables, the Contractor shall be responsible for all handling of said materials.

Operation:

The Contractor must accept all recyclables that are delivered during the term of this contract. The Contractor shall provide to the City a list of materials and grades currently accepted at the Contractor facility, and any minimum quality specifications, including allowable contamination limits. The Contractor shall also provide a description of unacceptable materials and shall be responsible for inspecting designated recyclables upon delivery. Once said recyclables are accepted, they shall be the property and sole responsibility of the Contractor.

If materials are rejected or downgraded by the Contractor, the City must be notified as to why by the next business day following the day the rejection or downgrade occurred. Digital photographs of the rejected or downgraded materials shall accompany this notification. The City must be provided with an opportunity for on-site inspection of materials in question.

If the Contractor fails to pick up or accept recyclables because of facility or service failure, without exclusion, even from a force majeure event, the Contractor shall be responsible for providing alternative recycling services and compensating the City for any additional costs.

Materials shall be transported from the Nashua Recycling Center by the Contractor's staff and equipment; Solid Waste Department equipment and staff shall be available for live loading the Contractor's trucks. The pickup schedule shall be sufficient to keep the storage area for single stream recycling reasonably clear; two or three loads per weekday shall be scheduled for pickup.

During the term of this contract or any extension thereof, Nashua may expand the definition of Recyclables to include additional household recyclable materials which are mandated to be recycled by any state or federal agency or which are agreed to by the Contractor and the City.

Transportation:

The Contractor shall provide transportation of recyclable materials directly from the Nashua Recycling Center to the Materials Recycling Facility (MRF), utilizing Contractor-supplied trucks and drivers to deliver materials to the Contractor's MRF. Pickup and hauling of loads of material by the Contractor at the Nashua Recycling Center shall be during the hours of 7 am and 2:30 pm, Monday through Friday, and loading must be completed by 2:30 pm.

Rain and ordinary snow accumulations shall not be grounds for the cancellation or delay of pickup or delivery unless both the Contractor and the City agree that travel should not occur for safety or health reasons.

The City shall have the right of access to all portions of the facility at all reasonable times, for purposes of inspection, monitoring and conducting tours. The City's rights of access shall be conditioned upon compliance with reasonable safety rules and regulations of the facility.

Equipment:

The Contractor shall provide and maintain sufficient equipment, in good working condition, to enable proper servicing of this contract.

Marketing Materials:

If, at any time during the life of this contract, there is a change in the processing and / or marketing facility used, the Contractor shall request the City's approval for such a termination, amendment or replacement (60) days prior to the effective date of such termination, amendment and / or replacement and shall provide the City with the name, address and phone number of the new Processor's office, the name of an individual responsible for the processing operation, the site of

storage and / or processing of the recyclable material, and the names and addresses of the processor's secondary haulers and end markets. Properly prepared materials MUST be marketed to markets that will recycle. Materials cannot be land filled or incinerated, except within the allowable residue limit.

CONTRACT SUM

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Contractor agrees to perform work based on the following calculation in accordance with Attachment A and Attachment B.

Expense Base:

Contractor and City agree that 40% of total tons will be charged at \$20.00/ton.

$$\text{(total tons x 40\%)} \times \$20.00$$

Revenue Base:

Contractor and City agree that 60% of total tons are mixed paper. Contractor will rebate the City at \$7.50/ton.

$$\text{(total tons x 60\%)} \times \$7.50$$

Revenue Shared:

Contractor and City agree that when the Official Board Market (OBM) Yellow Sheet average price for #6 News England (NE) Market exceeds the threshold of \$50.00, the City will be rebated at 50% of the increased amount.

$$\begin{aligned} & \text{(OBM \#6 dollar value - \$50.00 threshold)} = \text{if negative, no revenue} \\ & \text{(OBM \#6 dollar value - \$50.00 threshold)} = \text{if positive, revenue calculated:} \end{aligned}$$

$$\text{(positive results x 50\%)} \times \text{(total tons x 60\%)}$$

REPORTING REQUIREMENTS

Scale Weights:

The Contractor must agree to accept the scale receipts of the Four Hills Landfill as the official measure of weight. One ton weighs two thousand pounds.

Records and Reports:

The Contractor shall provide the City with a monthly activity statement and any supporting documentation requested, of all recyclables tonnage accepted, and a statement of account for revenue / costs. These monthly statements shall be provided to the City by the end of the second week of each month for the previous month.

An annual report detailing the previous fiscal year's activities shall be provided to the City by June 30.

REGULATORY COMPLIANCE AND CHOICE OF LAW AND VENUE

Regulatory Compliance:

The Contractor must have all federal, state and / or local permits or licenses required to carry out its obligations under this contract, and during the term of this contract, the Contractor shall carry out its obligations under this contract in compliance with all applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof. The Contractor warrants that should it contract with any other entity to carry out its obligations under this contract, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof.

Choice of Law and Venue:

This contract shall be governed in accordance with the laws of the State of New Hampshire. Any action, claim or dispute shall be presented to a court or agency in the State of New Hampshire.

ASSIGNMENT, AMENDMENT, DEFAULT, AND TERMINATION OF AGREEMENT

The City, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City chooses to terminate, abandon, or suspend all or part of the project, it shall provide Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City any orders or subcontracts specified in the notice, and revoke contracts specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City to resume performance.

In the event of a termination, abandonment, or suspension at will, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

This contract may be terminated by the City on 10 calendar day's written notice to Contractor in the event of a failure by Contractor to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Contractor shall be given an opportunity for consultation with the City prior to the effective date of the termination. Contractor may terminate the contract on 10 calendar

days written notice if, through no fault of Contractor, the City fails to pay Contractor for 30 days after the date of approval of any submitted invoice forms and progress reports.

In the event of a termination for cause, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City by reasons of Contractor's failure. Contractor shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Contractor until such time as the exact amount of damages due to the City is determined. All claims for payment by the Contractor must be submitted to the City within 30 days of the effective date of the notice of termination.

If after termination for the failure of Contractor to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner, it is determined that Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City shall make an equitable adjustment in the compensation paid to Contractor. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

Upon termination of the contract, the City may take over the work and prosecute it to completion by contract with another party or otherwise. In the event Contractor shall cease conducting business, the City shall have the right to solicit applications for employment from any employee of the Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Contractor's control.

No assignment of this contract shall be made in whole or part by the Contractor without the express written consent of the City; in the event of any assignment, assignee shall assume the liability of the Contractor.

This contract may not be amended except in writing agreed to, executed and delivered by both parties.

INSURANCE AND INDEMNIFICATION

The Contractor shall maintain for the duration of the contract all required insurance coverage.

Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. The Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Department during the life of the contract.

The Contractor shall provide a Certificate of Insurance, with evidence of the following coverage to the City of Nashua Risk Management Department ten (10) days prior to commencing work under the contract document.

The City of Nashua must be named as an additional insured on all documents

Comprehensive General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate

Motor Vehicle Liability - \$1,000,000 combined single limit – Coverage must include all owned, non-owned and hired vehicles.

Workers' Compensation as required by NH State Statute

Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Department during the life of the contract.

The Contractor shall indemnify and hold harmless the City of Nashua, NH, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the Contractor's and Subcontractors' performance under this contract.

INDEPENDENT CONTRACTOR

The Contractor is associated with the City only for the purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, Contractor is and shall be an independent contractor and, subject only to the terms of this contract, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this contract. Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

SUBCONTRACTS OR ASSISTANTS

The Contractor may, at its discretion and at its own expense, employ such assistants or subcontractors as may be necessary for the performance of work. The Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers' compensation insurance required by law for assistants or subcontractors. Said assistants or subcontractors will not be paid or supervised by the City.

PROHIBITED INTEREST

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this Agreement or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate this contract at will.

CITY REPRESENTATIVE:

Lisa Fauteux, Superintendent Solid Waste Department
City of Nashua, Division of Public Works
840 West Hollis Street
Nashua, NH 03062
(603) 589-3140

CONTRACTOR REPRESENTATIVE:

Christine DeRosa
Integrated Paper Recyclers, LLC
8 Clinton Street
Woburn, MA 01801
(781-933-3013)

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City or Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Contractor (date)

Mayor, City of Nashua (date)

REQUEST FOR PROPOSALS RFP1058-082610

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT
CITY OF NASHUA NEW HAMPSHIRE

ATTACHMENT A

PROPOSAL SUMMARY

(Submit additional pages, if necessary)

Note any and all exceptions to proposal specifications

Integrated Paper Recyclers is proposing to transport, process, and market all the single stream recyclables from the Four Hill Landfill/Nashua Recycling Center. As stated in the RFP, IPR will transport the material using 100-yard trailers and will supply the City with necessary staging trailers. IPR owns and operates a single stream facility and also has a direct partnership with Newark America thus we have the ability to sort and market in house. IPR has been servicing the City of Nashua for over 10 years and this has given us the knowledge and experience to perform the job to the expectations of the City. IPR wants to see this relationship continue into the future so we are proposing the following:

Processing Charge

- Integrated Paper Recyclers, LLC will commence a \$20.00 per ton charge on 40% of the tonnage generated at the City of Nashua Transfer Station.

Revenue Share Agreement

- IPR agrees to rebate the City of Nashua for residential mixed paper (60% of total tonnage) news as follows:
- \$ 7.50 per ton floor price for the resident mixed paper (60% of tonnage)
- In addition, when the Official Board Market Yellow Sheet average price for # 6 News England Market exceeds \$50.00 dollars, the town will be rebated at 50% of the increased amount. IPR will implement the following percentage for mixed paper revenue: Month end tonnage total= 60% mixed paper + 40 % commingled container
Example: OBM # 6 is \$ 50.00- \$60.00
Total Tonnage 100.00
A. \$10* 60 tons= \$600 rebated back to town.

Processing Facility

- Please see Attachment A.

Vendor Name & Address:

Integrated Paper Recyclers, LLC
8 Clinton Street
Woburn, MA 01801

Integrated Paper Recyclers, LLC (Processing Plant)
26 Clark Street
North Andover, MA 01884

Phone: 781-933-3013 Fax: 781-933-8211 e-mail: integratedpaper@verizon.net

(Authorized Signature) Charles A. DeRosa (Date): August 23, 2010

Charles A. DeRosa/ Manager and Owner

(Printed/Typed Name & Title)

REQUEST FOR PROPOSALS RFP1058-082610

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT
CITY OF NASHUA NEW HAMPSHIRE

ATTACHMENT B

REVENUE SHARE AGREEMENT

Pickup and Delivery by Successful Vendor from Nashua Recycling Center to MRF

Revenue Share Agreement:

Processing Charge

- Integrated Paper Recyclers, LLC will commence a \$20.00 per ton charge on 40% of the tonnage generated at the City of Nashua Transfer Station.

Revenue Share Agreement

- IPR agrees to rebate the City of Nashua for residential mixed paper (60% of total tonnage) news as follows:
- \$ 7.50 per ton floor price for the resident mixed paper (60% of tonnage)
- In addition, when the Official Board Market Yellow Sheet average price for # 6 News England Market exceeds \$50.00 dollars, the town will be rebated at 50% of the increased amount. IPR will implement the following percentage for mixed paper revenue: Month end tonnage total= 60% mixed paper + 40 % commingled container
Example: OBM # 6 is \$ 50.00- \$60.00
Total Tonnage 100.00
B. \$10* 60 tons= \$600 rebated back to town.

Revenue per ton as of August 26, 2010:

\$ 7.50 per ton for residential mix paper (60% of total tonnage)

Vendor Name & Address:

Vendor Name & Address:

Integrated Paper Recyclers, LLC
8 Clinton Street
Woburn, MA 01801

Integrated Paper Recyclers, LLC (Processing Plant)
26 Clark Street
North Andover, MA 01884

Phone: 781-933-3013 Fax: 781-933-8211 e-mail: integratedpaper@verizon.net

(Authorized Signature) Charles A. DeRosa (Date): August 23, 2010

Charles A. DeRosa/ Manager and Owner

(Printed/Typed Name & Title)

Schedule A Materials to be Collected

Accepted Mixed Paper

- Copy paper, fax paper, glossy paper, colored paper, notebook paper, computer paper construction/kraft paper
- Magazine, catalogs, phonebooks, paperback books, hardcover books (remove the cover), spiral notebooks, brochures, calendars (wall type)
- Newspapers, inserts, flyers
- Unwanted Mail, envelopes-with plastic windows/labels
- File folders
- Post-it Notes
- Lottery tickets, game tickets, etc
- Boxes; cereal shoe, cracker, pasta, etc.....
- Cardboard- corrugated and paperboard
- "If it tears, its recyclable....."

Non-Accepted Mix Paper Materials

- No wax paper, carbon paper
- No Frozen boxes, wax cardboard, Aseptic cartons
- Tissue, paper plates, tissues
- Wall paper. Metallic wrapping paper
- Soil, grease or any remaining food articles make paper and cardboard unacceptable

Accepted Commingle Material

- Plastic containers #1-7
- Clean glass bottles and jars, clear or colored, deposit or non-deposit
- Metal cans, deposit and non-deposit cans, steel/tin cans.
- Aluminum; pie plates, trays, & foil

Non-Accepted Commingle Materials

- Cookware, drinking glasses, plate glass, ceramics, automobile glass, light bulbs, fluorescent tubes
- No oil contaminated containers, paint cans, aerosol cans, coat hangers
- No Styrofoam
- No trash bags, plastic film or plastic bags
- NO materials shall contain any hazardous or toxic substances

RESOLUTION **R-10-72**
Approving a multi-year
agreement with Integrated
Paper Recyclers, LLC for single-
stream recycling

Endorsed by
[Signature] MAYOR
[Signature] SHEEHAN
[Signature] TABACSKO
[Signature] MELIZZI-GOLJA
[Signature] WILSHIRE
[Signature] COX
[Signature] CRAFFEY

IN THE BOARD OF ALDERMEN

1ST READING **OCTOBER 26, 2010**

Referred to:

FINANCE COMMITTEE AND BOARD

OF PUBLIC WORKS

2nd Reading **NOVEMBER 9, 2010**

3rd Reading _____

4th Reading _____

Other Action _____

Passed **NOVEMBER 9, 2010**

Indefinitely Postponed _____

Defeated _____

Attest: [Signature]
City Clerk

[Signature]
President

Approved [Signature]
Mayor's Signature

11/13/10
Date

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President