

**SELECTBOARD MEETING  
TUESDAY, DECEMBER 3, 2019  
SELECTBOARD MEETING ROOM – 7:00 P.M.  
AGENDA**

**Note: Not all the topics listed in this notice may actually be reached for discussion. In addition, the topics listed are those which the chair reasonably expects will be discussed as of the date of this notice. These meetings may be audio and/or visually recorded**

1. CALL TO ORDER
2. APPROVAL OF MINUTES: Draft minutes of Nov. 19, 2019
3. 7:05 FY 20 Tax Rate Public Hearing
4. ANNOUNCEMENTS/OPEN FORUM
5. NEW BUSINESS
  - A. Award of General Contractor for Senior Center (vote)
6. RESIGNATIONS
  - A. Mariann Millard: Bike-Walk Committee, effective June 30, 2020
7. OTHER BUSINESS
  - A. Material Recycling Contract
8. TOWN ADMINISTRATOR'S REPORT
9. CHAIRWOMAN'S REPORT
10. ADJOURN

**SELECTBOARD MEETING  
TUESDAY, NOV. 19, 2019  
MEETING MINUTES  
SELECTBOARD MEETING ROOM – 7 P.M.**

*Present were Chair Andrea Miles, Vice Chair Jeff Cyr, Clerk Christopher Geraghty, member Sarah Etelman, member Bruce Forcier, and Town Administrator Michael J. Sullivan.*

**CALL TO ORDER**

Miles called the meeting to order at 7 p.m.

**APPROVAL OF MINUTES**

Cyr Motioned to approve the minutes of Nov. 5, 2019. Forcier seconded. All in favor.

**CONSENT AGENDA**

Forcier motioned to approve the consent agenda which consisted of a request for a One-Day Beer & Wine License from Nichole McClellan on Nov. 22 SE seconded.

**NOV. 20 STM**

Selectboard members confirmed which articles on the Nov. 20 Special Town Meeting warrant each will present. Sullivan noted the Planning Board voted to not put Articles 17 and 18 forward on advice of town counsel.

**PUBLIC HEARING – 7:05 P.M. – ICHIBAN ALL ALCOHOL RESTAURANT  
LICENSE TRANSFER**

Miles opened the hearing at 7:05 p.m. Haian Lin, a lawyer representing Saizhu Inc, said a reorganization of the family business among family members prompted the need for a license transfer. All staff will remain the same. The menu and hours will be the same. Miles closed the public hearing at 7:06 p.m. Etelman motioned to approve the transfer. Forcier seconded. All in favor. The transfer request will now be sent to the ABCC for investigation and final approval.

**CHAMBER REQUEST FOR HOLIDAY STROLL**

Cyr motioned to accept the Chamber's request to use the town common for the annual Holiday Stroll on Dec. 6 from 5:30-8 p.m. as presented. Forcier seconded. All in favor.

**ADA REPORT**

James M. Mazik of AICP Consulting Services and Michael Kennedy, ADA Access & Advocacy Coordinator, gave an overview of the finalized Town of South Hadley Self-Evaluation and Transition Plan prepared by the Center for Living and Working, Inc. The duo said they would be willing to meet with the South Hadley Commission on Disabilities if Town Meeting Members approve the creation of that commission at the Nov. 20, 2019 Special Town Meeting.

**SPRINGFIELD MRF CONTRACT**

Sullivan said he and Forcier attended a round table discussion in Springfield about the MRF. Forcier said the bottom line is dual-stream recycling has a five-year contract and single stream has a three-year. The cost for single stream is more expensive than dual stream, so it makes sense

to go with a five-year dual-stream contract, he said. Town Meeting in May gave permission to the Selectboard to enter into a recycling contract. The town will need to decide if it wants to enter into a contract by Jan. 31, 2020. The Selectboard agreed to vote on the MRF contract at its next meeting on Dec. 3.

Board members discussed ways to inform residents about the importance of proper recycling, and the recycling issues faced nationwide that will directly impact South Hadley residents.

#### **TA REPORT**

Miles offered congratulations to Officer Davey who was sworn into the South Hadley Police Department Nov. 12.

Geraghty asked about the Friends of South Hadley Dog Park's fundraising efforts. Sullivan said their focus is to continue to raise funds but have that money be assigned to operating costs in the future. He said if the town can't get design costs down significantly to something acceptable to The Stanton Foundation, he doesn't see how a dog park can be built within the parameters given by the Selectboard and Town Meeting. He said the town is currently working with Stanton and Berkshire Design to bring costs down.

Cyr said the news about Legion Paper taking over the space formerly occupied by Canson is great.

For the full Town Administrator's report, see the Nov. 19, 2019 Selectboard packet on the town website.

#### **CHAIRWOMAN'S REPORT**

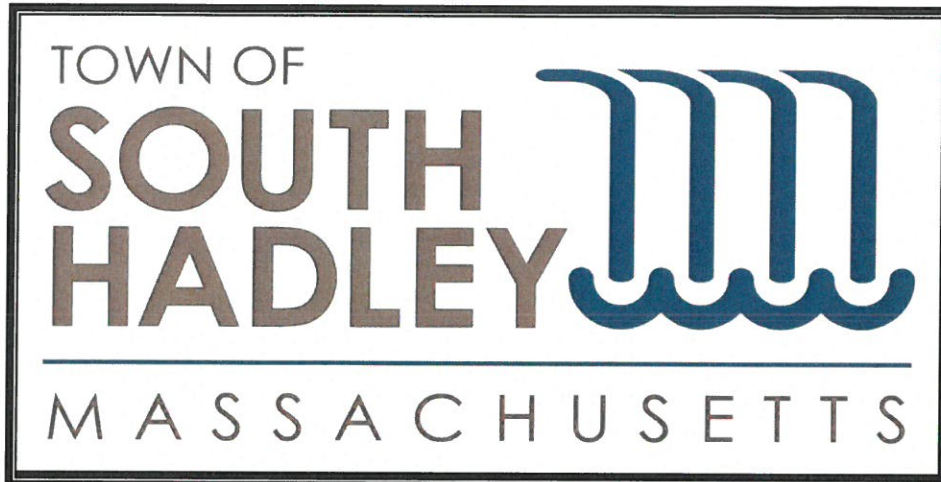
Miles said Etelman and Geraghty will be the Selectboard members who work together on finding a search firm for the Town Administrator position once Sullivan retires in June of 2021. They will work with Sullivan on getting together for meetings.

Miles also said she and Cyr will work with Sullivan on the trash issue and meeting with potential trash haulers.

#### **ADJOURN**

Forcier motioned to adjourn. Cyr seconded. All in favor. The meeting adjourned at 8:30 p.m.

**RESPECTFULLY SUBMITTED**  
**Kristin Maher**  
**Executive Assistant to Administration**



## Fiscal 2020 Tax Classification

PUBLIC HEARING ON  
CLASSIFICATION OF PROPERTY  
TUESDAY, DECEMBER 3 AT 7:05 P.M.  
IN THE SELECTBOARD'S MEETING ROOM  
TOWN HALL  
CONDUCTED BY:

TOWN OF SOUTH HADLEY:

SELECTBOARD  
BOARD OF ASSESSORS  
PRUDENTIAL COMMITTEE, F.D. #1  
PRUDENTIAL COMMITTEE, F.D. #2

**Packet Contents:**

1. Overview of Classification
2. Open Space Discount
3. Residential Exemption
4. Small Commercial Exemption
5. Classification Considerations
6. Fiscal 2020
  - a. **Proposed** Tax Rates, New Growth, Maximum Allowable Levy, Tax Levy, Excess Levy Capacity
  - b. Rate changes for each 10% shifted
  - c. Example
7. Tax Rate Alternatives Town -- Chart
8. Options Table – Town
10. Tax Rate Alternatives Fire District #1-- Chart
11. Options Table – Fire District #1
13. Tax Rate Alternatives Fire District #2 -- Chart
14. Options Table – Fire District #2
16. South Hadley Valuation by Class – Fiscal 2000 to 2020

Analysis of average tax bill

17. Single Family
18. Commercial/Industrial

## Overview of Classification

Cities and Towns that are certified as assessing property at full and fair cash value may elect to shift the tax burden among the major property classes within certain limits established by law. The adoption of different rates does not change the total property tax levy; rather it determines the share of the total levy to be borne by each class.

The share of the levy raised by the Commercial and Industrial classes and Personal Property (CIP) may be increased 50% as long as the Residential and Open space (R&O) classes raise at least 65% of what they would have raised without the shift.

The “minimum residential factor” established by the Commissioner of Revenue is used to make certain that the shift of the tax burden complies with the Classification Act. If the minimum residential factor would be less than .65, the community cannot make the maximum shift and must use a CIP factor of less than 1.50.

*An Open Space Discount, a Residential Exemption and a Small Commercial Exemption* may also be chosen by communities. The choice of either or both of these first two affects the tax rate of Residential property, whether a community chooses to shift more to the CIP classes or not. The third option affects the tax rate of the commercial and industrial classes. The alternatives are considered and voted on annually by the Board of Selectmen.

## Open Space Discount

What is open space?

- Open Space is defined as land maintained in an open or natural condition which contributes significantly to the benefit and enjoyment of the public.
- Exclusions:
  1. Land taxable under Chapter 61, 61A, 61B
  2. Land under a permanent conservation restriction
  3. Land held for production of income

The law allows a community to provide tax relief to the open space properties by shifting to the Residential class an amount up to a maximum of 25% of the residential factor.

In the past the Town has used an open space factor of 100%, which resulted in an equal tax rate for Open Space and Residential properties.

*For fiscal 2020 the town has 16 properties classified as open space of which there are 15 parcels that this discount could affect.*

*Currently, there are no communities within the Commonwealth that have adopted this exemption.*

*If the Selectboard implemented this discount at the maximum of 25% the tax rate for the Open Space class of property would decrease to \$13.24. The tax rates for Residential, Commercial, Industrial and Personal classes of property would remain at \$17.58 as the difference in the reallocation of the levy is minimal.*

Residential Exemption

- Applied to every residential property which is owner-occupied
- At the option of the Selectboard, an exemption of not more than 35% of the average assessed value of all Class 1, Residential parcels may be applied to residential parcels that are the principal residence of the property owner.
- Dollar value of the exemption is subtracted from the assessed value of every eligible property
- Exclusions:
  1. Accessory land incidental to a residential use
  2. Seasonal homes
  3. Residential property not occupied by its owner

In the case of South Hadley, the figure would be calculated as follows:

$$\begin{array}{rcl}
 \frac{\$ 1,514,543,900}{\text{Class 1 Value}} & / & 6,882 \text{ Parcels} = \frac{\$ 220,073}{\text{Avg. Cl. 1 Value}} \\
 \\ 
 \frac{\$ 220,073}{\text{Avg. Cl. 1 Value}} & \times & 35\% = \frac{\$ 77,026}{\text{Max Residential Exemption}}
 \end{array}$$

The approximate *number of owner-occupied primary residences* is  $5,690 \times \$ 77,026 = \$ 438,277,940$ . The granting of the Residential Exemption does not change the burden of the levy on the Residential Class. Therefore, the tax rate within the Residential Class will be increased accordingly. The effect is to increase the taxes on vacant land and accessory land to the primary residences, as well as non-owner occupied homes. The effect to the tax rate would be as follows:

Property Class	Exemption	Value	Tax Rate
Class 1 Residential	- 438,277,940	1,076,265,960	24.74
Class 2 Open Space	- None		17.58
Class 3 Commercial	- None		
Class 4 Industrial	- None		
Class 5 Personal	- None		

The overall effect of the Residential Exemption on a variety of properties is shown below:

An **owner occupied** primary residence valued at \$100,000 with the residential exemption applied, would go from \$ 1,758 to \$ 568.38 which would be a *decrease of (\$ 1,189.62)*.

A **non owner occupied** residence valued at \$100,000 with no residential exemption would go from \$ 1,758 to \$ 2,474 which would be an *increase of \$ 716*.

A **vacant parcel** of land valued at \$50,000 would go from \$ 879.00 to \$ 1,237.00 which would be an *increase of \$ 358*.

An **accessory parcel** of land valued at \$20,000 would go from \$ 351.60 to \$ 494.80 which would be an *increase of \$ 143.20*.

*For fiscal 2020 approximately 1069 properties would have an increase in tax if adopted.*

### Small Commercial Exemption

- At the option of the Selectboard, any percent of valuation up to a 10% exemption may be adopted
- Business must have an average of 10 or fewer employees (DET mails list of eligible businesses to Assessors annually)
- Tax burden is shifted to the Commercial & Industrial classes (NOT Personal Property)
- Property must have a valuation of less than \$1,000,000
- Applies to class 3 (Commercial), 600-800 (Chapter land) and Mixed Use
- Assessors calculate impact and tax rates
- Can be used with other classification options
  1. Separate CIP rate becomes 2 rates: 1 C & I, 1 Personal Property
  2. Residential Exemption, Open Space Discount not affected

*For fiscal 2020, 43 parcels would be considered to be eligible to receive this exemption. If this exemption were to be adopted at the maximum rate of 10%, the tax rates for Commercial and Industrial property classes would be \$17.82. (Residential, Open Space and Personal Property tax rates would remain unchanged at \$17.58)*

### Classification Considerations

1. Consider the percentage of Commercial & Industrial (C & I) properties as compared to Residential (R).
  - Will an increased tax burden on C & I significantly lower the R tax burden?
2. What is the mix of C & I properties?
  - How much is big business?
  - How much is small business? (Mom & Pop stores)
3. Will it adversely affect small businesses and drive them out of the community?
4. Will it slow big business development?
5. Does business significantly contribute in a non-tax way to the community?
6. Are the businesses of the type that require extraordinary municipal services?
7. Is the timing proper for the move to a multiple tax rate?
8. Will a shift to the C & I maintain or increase the relative or historical share of the tax burden?
9. Is it a matter of principle or economics?

**Fiscal 2020**

<b><i>PROPOSED</i> Tax Rates:</b>		<u>Rate</u>	<u>% change</u>
Fiscal 2019 rates: \$17.75  \$ 2.40  \$ 2.80	Town	\$17.58	-1.0 %
	FD #1	\$ 2.36	-1.7 %
	FD #2	\$ 2.76	-1.4 %
<i>New Growth</i>		\$ 271,245.00	
<i>Tax Levy</i>		\$ 29,172,329.76	
<i>Debt Exclusion Total</i>		\$ 1,193,758.00	
<i>Maximum Allowable Levy Limit</i>		\$ 29,181,095.00	
<i>Excess Levy Capacity</i>		\$ 8,765.24	
MRF = <u>95.23%</u> Rate <u>\$ 17.58</u> R&O <u>91.2933%</u> CIP <u>8.7067%</u>			

<u>%</u>	<u>R&amp;O</u>	<u>CIP</u>	<u>Res Factor</u>
100-----	<b>17.58</b>	<b>17.58</b>	<b>100.00%</b>
110-----	<b>17.44</b>	<b>19.34</b>	<b>99.05%</b>
120-----	<b>17.24</b>	<b>21.10</b>	<b>98.09%</b>
130-----	<b>17.08</b>	<b>22.85</b>	<b>97.14%</b>
140-----	<b>16.91</b>	<b>24.61</b>	<b>96.19%</b>
150-----	<b>16.74</b>	<b>26.37</b>	<b>95.23%</b>

**Example:** \$100,000 property value

<u>%</u>	<u>Res tax (decr)</u>		<u>Comm (+ incr)</u>	
100-----	1,758	(0)	1,758	(0)
110-----	1,744	(14)	1,934	+176
120-----	1,724	(34)	2,110	+352
130-----	1,708	(50)	2,285	+527
140-----	1,691	(67)	2,461	+703
150-----	1,674	(84)	2,637	+879

**Maximum decrease** on a residential \$100,000 property **(\$ 84)**

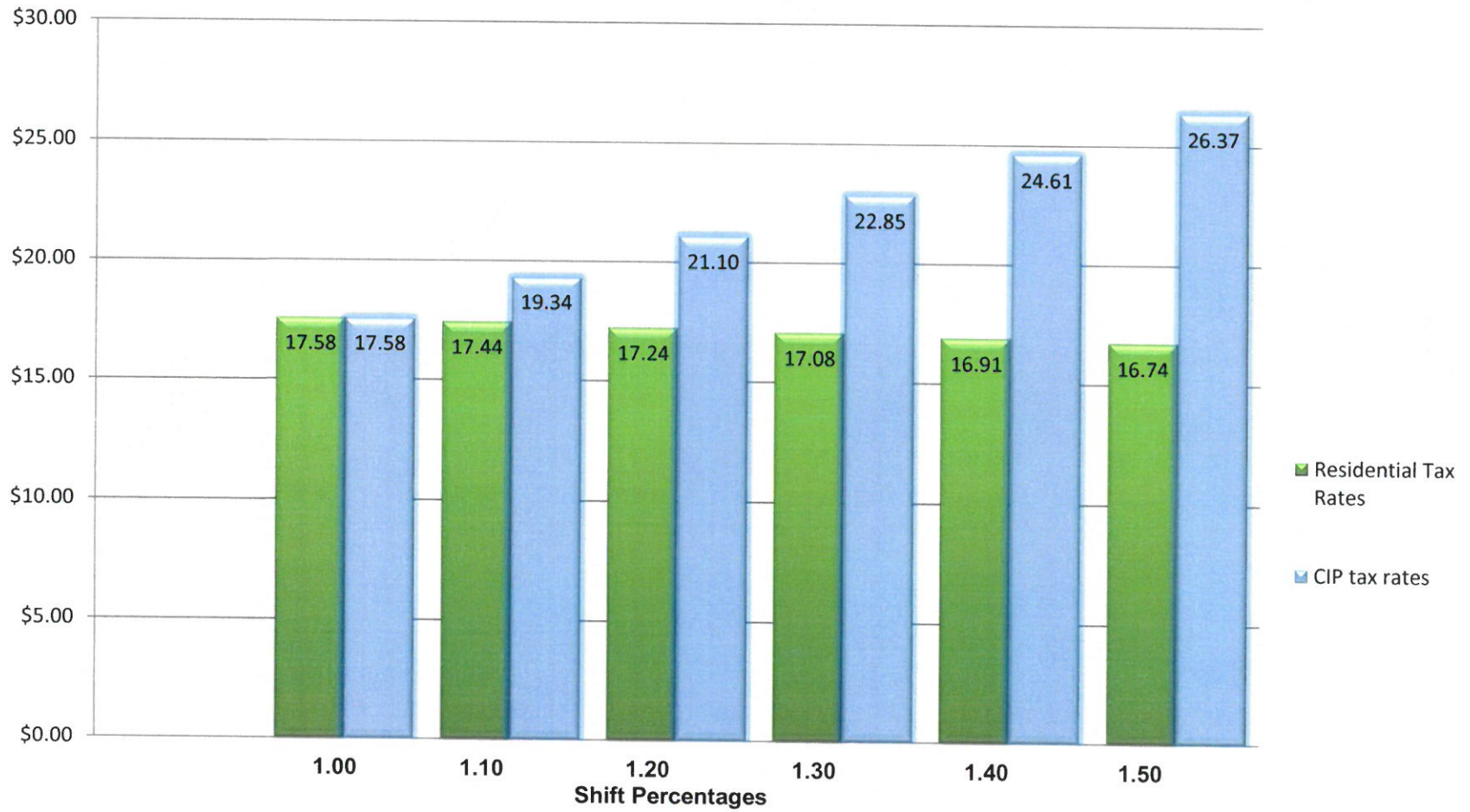
**Maximum increase** on a commercial/industrial \$100,000 property **\$ 879**

(The average value of a commercial/industrial property is \$347,000)

(The average value of a single family home is \$264,800)

Tax Rates per 1,000

### Tax Rate Alternatives -- Town of South Hadley



MassDOR - Massachusetts Department of Revenue

Division of Local Services

What If ... Scenario Worksheet for FY 2020

South Hadley - 275

CLASS	VALUE	%	
Residential	1,514,543,900	91.2703	R & O %
Open Space	381,100	0.0230	91.2933
Commercial	69,285,525	4.1753	
Industrial	42,104,700	2.5373	C I P %
Personal Property	33,089,198	1.9941	8.7067
Total	1,659,404,423	100.0000	

CLASSIFICATION OPTIONS

Residential Exemption

Small Commercial Exemption

Open Space Discount

Levy	29,172,330
Single TaxRate	17.58

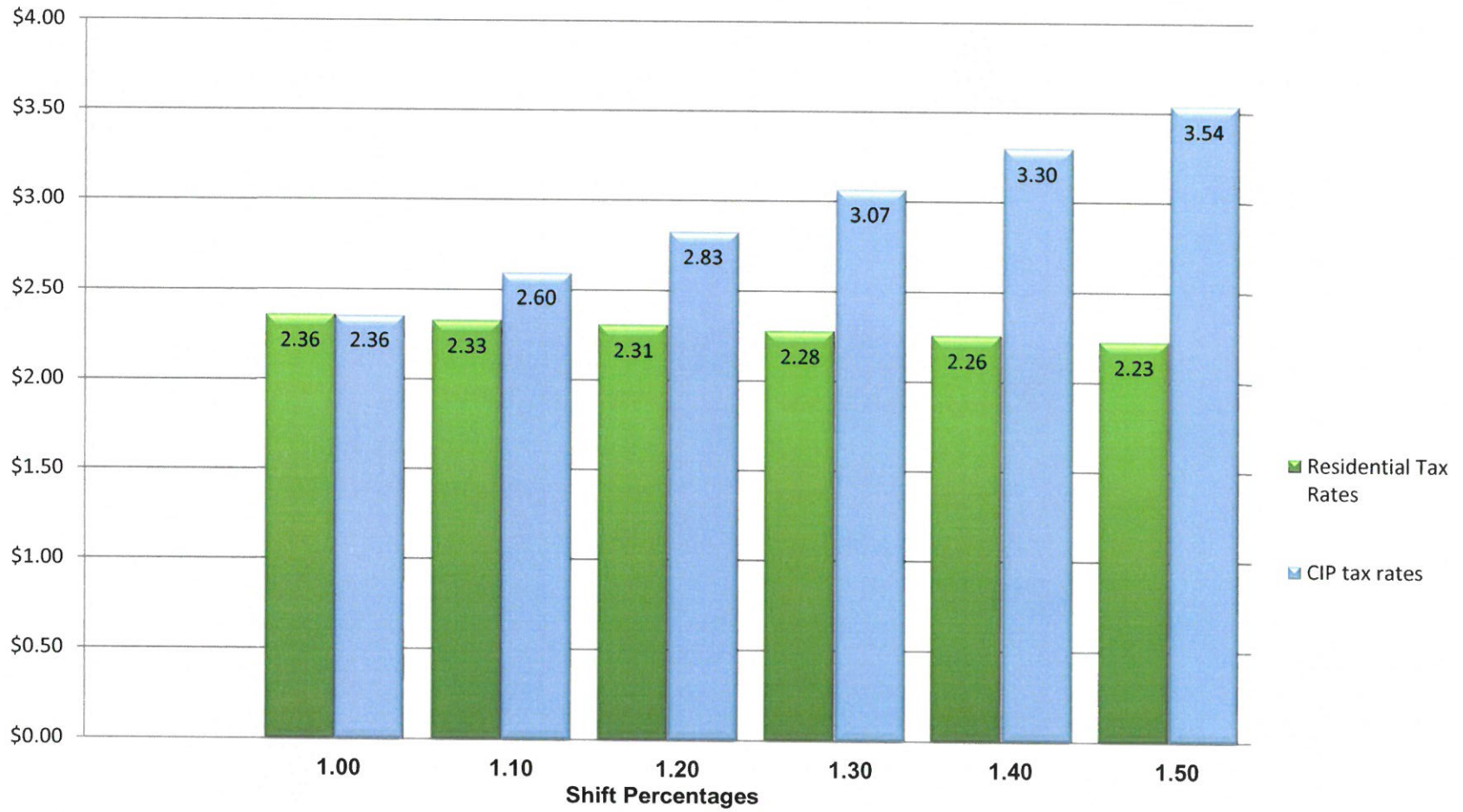
Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. For actual calculations, complete Recap.

CIP Shift	Share Percentages							Levy Amounts						Esimated Tax Rates				
	Res Factor	Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Comm ET	Ind ET	PP ET
1.0000	1.0000	91.2703	0.0230	4.1753	2.5373	1.9941	100.0000	26,625,673	6,710	1,218,032	740,190	581,725	29,172,330	17.58	17.61	17.58	17.58	17.58
1.0100	0.9990	91.1833	0.0230	4.2171	2.5627	2.0140	100.0000	26,600,280	6,703	1,230,213	747,591	587,543	29,172,330	17.56	17.59	17.76	17.76	17.76
1.0200	0.9981	91.0962	0.0230	4.2588	2.5880	2.0340	100.0000	26,574,887	6,697	1,242,393	754,993	593,360	29,172,330	17.55	17.57	17.93	17.93	17.93
1.0300	0.9971	91.0092	0.0229	4.3006	2.6134	2.0539	100.0000	26,549,494	6,690	1,254,573	762,395	599,177	29,172,330	17.53	17.56	18.11	18.11	18.11
1.0400	0.9962	90.9221	0.0229	4.3423	2.6388	2.0739	100.0000	26,524,101	6,684	1,266,754	769,797	604,994	29,172,330	17.51	17.54	18.28	18.28	18.28
1.0500	0.9952	90.8351	0.0229	4.3841	2.6642	2.0938	100.0000	26,498,708	6,678	1,278,934	777,199	610,812	29,172,330	17.50	17.52	18.46	18.46	18.46
1.0600	0.9943	90.7480	0.0229	4.4258	2.6895	2.1137	100.0000	26,473,315	6,671	1,291,114	784,601	616,629	29,172,330	17.48	17.51	18.63	18.63	18.64
1.0700	0.9933	90.6610	0.0228	4.4676	2.7149	2.1337	100.0000	26,447,922	6,665	1,303,295	792,003	622,446	29,172,330	17.46	17.49	18.81	18.81	18.81
1.0800	0.9924	90.5739	0.0228	4.5093	2.7403	2.1536	100.0000	26,422,528	6,658	1,315,475	799,405	628,263	29,172,330	17.45	17.47	18.99	18.99	18.99
1.0900	0.9914	90.4869	0.0228	4.5511	2.7657	2.1736	100.0000	26,397,135	6,652	1,327,655	806,807	634,081	29,172,330	17.43	17.45	19.16	19.16	19.16
1.1000	0.9905	90.3998	0.0228	4.5928	2.7910	2.1935	100.0000	26,371,742	6,646	1,339,836	814,208	639,898	29,172,330	17.41	17.44	19.34	19.34	19.34
1.1100	0.9895	90.3128	0.0228	4.6346	2.8164	2.2135	100.0000	26,346,349	6,639	1,352,016	821,610	645,715	29,172,330	17.40	17.42	19.51	19.51	19.51
1.1200	0.9886	90.2258	0.0227	4.6763	2.8418	2.2334	100.0000	26,320,956	6,633	1,364,196	829,012	651,532	29,172,330	17.38	17.40	19.69	19.69	19.69
1.1300	0.9876	90.1387	0.0227	4.7181	2.8671	2.2533	100.0000	26,295,563	6,626	1,376,376	836,414	657,350	29,172,330	17.36	17.39	19.87	19.87	19.87
1.1400	0.9866	90.0517	0.0227	4.7598	2.8925	2.2733	100.0000	26,270,170	6,620	1,388,557	843,816	663,167	29,172,330	17.35	17.37	20.04	20.04	20.04
1.1500	0.9857	89.9646	0.0227	4.8016	2.9179	2.2932	100.0000	26,244,777	6,614	1,400,737	851,218	668,984	29,172,330	17.33	17.35	20.22	20.22	20.22
1.1600	0.9847	89.8776	0.0226	4.8433	2.9433	2.3132	100.0000	26,219,384	6,607	1,412,917	858,620	674,802	29,172,330	17.31	17.34	20.39	20.39	20.39
1.1700	0.9838	89.7905	0.0226	4.8851	2.9686	2.3331	100.0000	26,193,991	6,601	1,425,098	866,022	680,619	29,172,330	17.29	17.32	20.57	20.57	20.57
1.1800	0.9828	89.7035	0.0226	4.9269	2.9940	2.3530	100.0000	26,168,598	6,594	1,437,278	873,424	686,436	29,172,330	17.28	17.30	20.74	20.74	20.75
1.1900	0.9819	89.6164	0.0226	4.9686	3.0194	2.3730	100.0000	26,143,204	6,588	1,449,458	880,826	692,253	29,172,330	17.26	17.29	20.92	20.92	20.92
1.2000	0.9809	89.5294	0.0226	5.0104	3.0448	2.3929	100.0000	26,117,811	6,582	1,461,639	888,227	698,071	29,172,330	17.24	17.27	21.10	21.10	21.10
1.2100	0.9800	89.4424	0.0225	5.0521	3.0701	2.4129	100.0000	26,092,418	6,575	1,473,819	895,629	703,888	29,172,330	17.23	17.25	21.27	21.27	21.27
1.2200	0.9790	89.3553	0.0225	5.0939	3.0955	2.4328	100.0000	26,067,025	6,569	1,485,999	903,031	709,705	29,172,330	17.21	17.24	21.45	21.45	21.45
1.2300	0.9781	89.2683	0.0225	5.1356	3.1209	2.4527	100.0000	26,041,632	6,562	1,498,180	910,433	715,522	29,172,330	17.19	17.22	21.62	21.62	21.62
1.2400	0.9771	89.1812	0.0225	5.1774	3.1463	2.4727	100.0000	26,016,239	6,556	1,510,360	917,835	721,340	29,172,330	17.18	17.20	21.80	21.80	21.80
1.2500	0.9762	89.0942	0.0225	5.2191	3.1716	2.4926	100.0000	25,990,846	6,550	1,522,540	925,237	727,157	29,172,330	17.16	17.19	21.97	21.97	21.98

CIP Shift	Share Percentages							Levy Amounts						Esimated Tax Rates				
	Res Factor	Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Comm ET	Ind ET	PP ET
1.2600	0.9752	89.0071	0.0224	5.2609	3.1970	2.5126	100.0000	25,965,453	6,543	1,534,721	932,639	732,974	29,172,330	17.14	17.17	22.15	22.15	22.15
1.2700	0.9742	88.9201	0.0224	5.3026	3.2224	2.5325	100.0000	25,940,060	6,537	1,546,901	940,041	738,791	29,172,330	17.13	17.15	22.33	22.33	22.33
1.2800	0.9733	88.8330	0.0224	5.3444	3.2477	2.5524	100.0000	25,914,667	6,530	1,559,081	947,443	744,609	29,172,330	17.11	17.14	22.50	22.50	22.50
1.2900	0.9723	88.7460	0.0224	5.3861	3.2731	2.5724	100.0000	25,889,274	6,524	1,571,262	954,844	750,426	29,172,330	17.09	17.12	22.68	22.68	22.68
<b>1.3000</b>	<b>0.9714</b>	<b>88.6589</b>	<b>0.0223</b>	<b>5.4279</b>	<b>3.2985</b>	<b>2.5923</b>	<b>100.0000</b>	<b>25,863,881</b>	<b>6,518</b>	<b>1,583,442</b>	<b>962,246</b>	<b>756,243</b>	<b>29,172,330</b>	<b>17.08</b>	<b>17.10</b>	<b>22.85</b>	<b>22.85</b>	<b>22.85</b>
1.3100	0.9704	88.5719	0.0223	5.4696	3.3239	2.6123	100.0000	25,838,487	6,511	1,595,622	969,648	762,060	29,172,330	17.06	17.09	23.03	23.03	23.03
1.3200	0.9695	88.4849	0.0223	5.5114	3.3492	2.6322	100.0000	25,813,094	6,505	1,607,803	977,050	767,878	29,172,330	17.04	17.07	23.21	23.21	23.21
1.3300	0.9685	88.3978	0.0223	5.5531	3.3746	2.6522	100.0000	25,787,701	6,498	1,619,983	984,452	773,695	29,172,330	17.03	17.05	23.38	23.38	23.38
1.3400	0.9676	88.3108	0.0223	5.5949	3.4000	2.6721	100.0000	25,762,308	6,492	1,632,163	991,854	779,512	29,172,330	17.01	17.04	23.56	23.56	23.56
1.3500	0.9666	88.2237	0.0222	5.6367	3.4254	2.6920	100.0000	25,736,915	6,486	1,644,344	999,256	785,329	29,172,330	16.99	17.02	23.73	23.73	23.73
1.3600	0.9657	88.1367	0.0222	5.6784	3.4507	2.7120	100.0000	25,711,522	6,479	1,656,524	1,006,658	791,147	29,172,330	16.98	17.00	23.91	23.91	23.91
1.3700	0.9647	88.0496	0.0222	5.7202	3.4761	2.7319	100.0000	25,686,129	6,473	1,668,704	1,014,060	796,964	29,172,330	16.96	16.98	24.08	24.08	24.09
1.3800	0.9638	87.9626	0.0222	5.7619	3.5015	2.7519	100.0000	25,660,736	6,466	1,680,885	1,021,462	802,781	29,172,330	16.94	16.97	24.26	24.26	24.26
1.3900	0.9628	87.8755	0.0221	5.8037	3.5268	2.7718	100.0000	25,635,343	6,460	1,693,065	1,028,863	808,598	29,172,330	16.93	16.95	24.44	24.44	24.44
<b>1.4000</b>	<b>0.9619</b>	<b>87.7885</b>	<b>0.0221</b>	<b>5.8454</b>	<b>3.5522</b>	<b>2.7917</b>	<b>100.0000</b>	<b>25,609,950</b>	<b>6,454</b>	<b>1,705,245</b>	<b>1,036,265</b>	<b>814,416</b>	<b>29,172,330</b>	<b>16.91</b>	<b>16.93</b>	<b>24.61</b>	<b>24.61</b>	<b>24.61</b>
1.4100	0.9609	87.7015	0.0221	5.8872	3.5776	2.8117	100.0000	25,584,557	6,447	1,717,426	1,043,667	820,233	29,172,330	16.89	16.92	24.79	24.79	24.79
1.4200	0.9599	87.6144	0.0221	5.9289	3.6030	2.8316	100.0000	25,559,164	6,441	1,729,606	1,051,069	826,050	29,172,330	16.88	16.90	24.96	24.96	24.96
1.4300	0.9590	87.5274	0.0221	5.9707	3.6283	2.8516	100.0000	25,533,770	6,434	1,741,786	1,058,471	831,867	29,172,330	16.86	16.88	25.14	25.14	25.14
1.4400	0.9580	87.4403	0.0220	6.0124	3.6537	2.8715	100.0000	25,508,377	6,428	1,753,967	1,065,873	837,685	29,172,330	16.84	16.87	25.32	25.31	25.32
1.4500	0.9571	87.3533	0.0220	6.0542	3.6791	2.8914	100.0000	25,482,984	6,422	1,766,147	1,073,275	843,502	29,172,329	16.83	16.85	25.49	25.49	25.49
1.4600	0.9561	87.2662	0.0220	6.0959	3.7045	2.9114	100.0000	25,457,591	6,415	1,778,327	1,080,677	849,319	29,172,329	16.81	16.83	25.67	25.67	25.67
1.4700	0.9552	87.1792	0.0220	6.1377	3.7298	2.9313	100.0000	25,432,198	6,409	1,790,507	1,088,079	855,136	29,172,329	16.79	16.82	25.84	25.84	25.84
1.4800	0.9542	87.0921	0.0219	6.1794	3.7552	2.9513	100.0000	25,406,805	6,402	1,802,688	1,095,481	860,954	29,172,329	16.78	16.80	26.02	26.02	26.02
1.4900	0.9533	87.0051	0.0219	6.2212	3.7806	2.9712	100.0000	25,381,412	6,396	1,814,868	1,102,882	866,771	29,172,329	16.76	16.78	26.19	26.19	26.19
<b>1.5000</b>	<b>0.9523</b>	<b>86.9180</b>	<b>0.0219</b>	<b>6.2630</b>	<b>3.8060</b>	<b>2.9912</b>	<b>100.0000</b>	<b>25,356,019</b>	<b>6,390</b>	<b>1,827,048</b>	<b>1,110,284</b>	<b>872,588</b>	<b>29,172,329</b>	<b>16.74</b>	<b>16.77</b>	<b>26.37</b>	<b>26.37</b>	<b>26.37</b>

Tax Rates per 1,000

### Tax Rate Alternatives -- Fire District #1



**MassDOR - Massachusetts Department of Revenue**  
**Division of Local Services**  
**What If ... Scenario Worksheet for FY 2020**

So. Hadley Fire #1 - 493

CLASS	VALUE	%	
Residential	1,120,306,434	90.2272	<b>R &amp; O %</b>
Open Space	0	0.0000	90.2272
Commercial	58,108,905	4.6800	
Industrial	40,598,700	3.2697	<b>C I P %</b>
Personal Property	22,635,953	1.8231	9.7728
<b>Total</b>	<b>1,241,649,992</b>	<b>100.0000</b>	

Levy	2,930,294
Single TaxRate	2.36

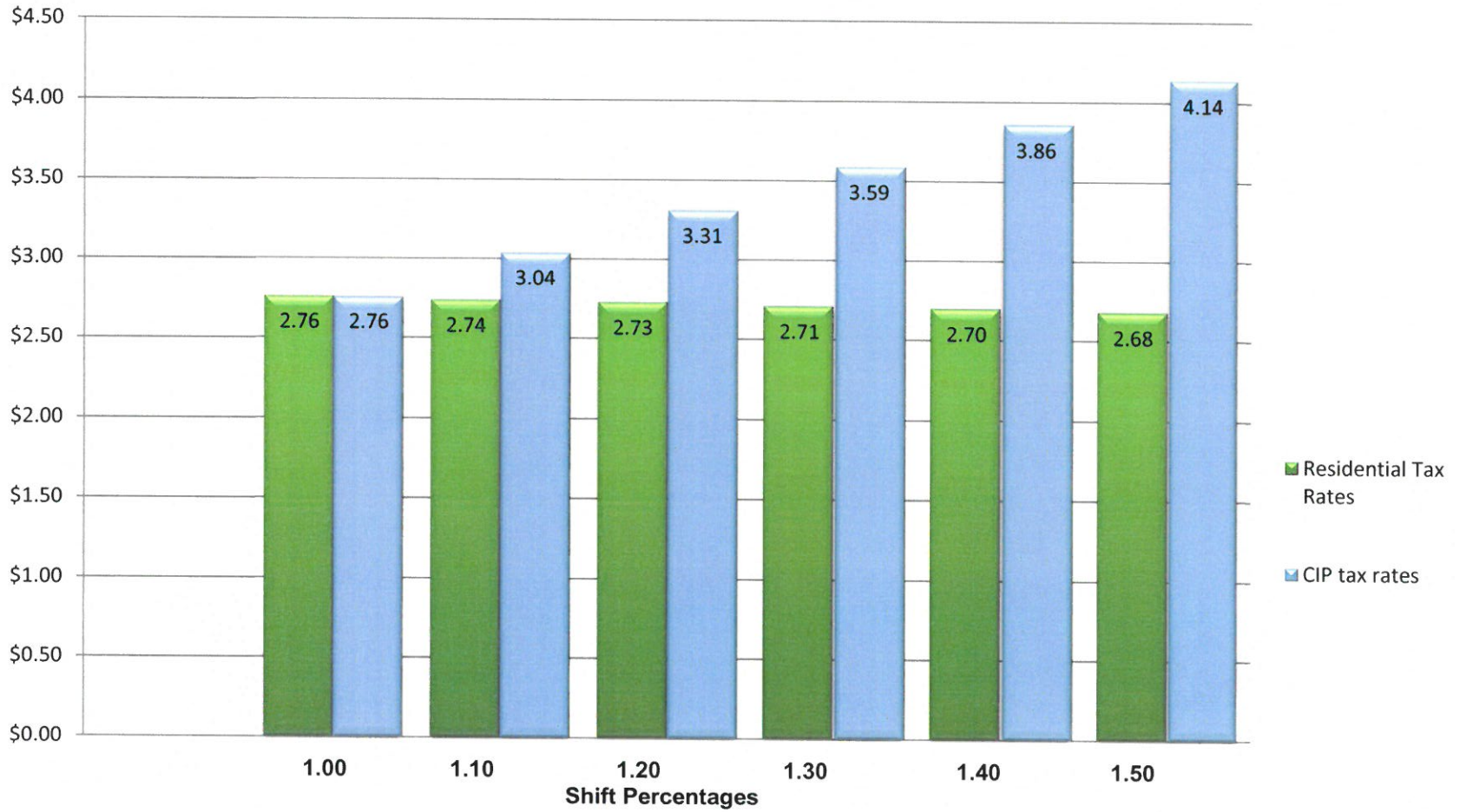
Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. For actual calculations, complete Recap.

CIP Shift	Share Percentages							Levy Amounts						Estimated Tax Rates				
	Res Factor	Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Comm ET	Ind ET	PP ET
1.0000	1.0000	90.2272	0.0000	4.6800	3.2697	1.8231	100.0000	2,643,922	137,138	95,812	53,422	2,930,294	2.36	0.00	2.36	2.36	2.36	
1.0100	0.9989	90.1295	0.0000	4.7268	3.3024	1.8413	100.0000	2,641,059	138,509	96,770	53,956	2,930,294	2.36	0.00	2.38	2.38	2.38	
1.0200	0.9978	90.0317	0.0000	4.7736	3.3351	1.8596	100.0000	2,638,195	139,881	97,728	54,491	2,930,294	2.35	0.00	2.41	2.41	2.41	
1.0300	0.9968	89.9340	0.0000	4.8204	3.3678	1.8778	100.0000	2,635,331	141,252	98,686	55,025	2,930,294	2.35	0.00	2.43	2.43	2.43	
1.0400	0.9957	89.8363	0.0000	4.8672	3.4005	1.8960	100.0000	2,632,467	142,623	99,644	55,559	2,930,294	2.35	0.00	2.45	2.45	2.45	
1.0500	0.9946	89.7386	0.0000	4.9140	3.4332	1.9143	100.0000	2,629,604	143,995	100,602	56,093	2,930,294	2.35	0.00	2.48	2.48	2.48	
1.0600	0.9935	89.6408	0.0000	4.9608	3.4659	1.9325	100.0000	2,626,740	145,366	101,561	56,628	2,930,294	2.34	0.00	2.50	2.50	2.50	
1.0700	0.9924	89.5431	0.0000	5.0076	3.4986	1.9507	100.0000	2,623,876	146,737	102,519	57,162	2,930,294	2.34	0.00	2.53	2.53	2.53	
1.0800	0.9913	89.4454	0.0000	5.0544	3.5313	1.9689	100.0000	2,621,013	148,109	103,477	57,696	2,930,294	2.34	0.00	2.55	2.55	2.55	
1.0900	0.9903	89.3477	0.0000	5.1012	3.5640	1.9872	100.0000	2,618,149	149,480	104,435	58,230	2,930,294	2.34	0.00	2.57	2.57	2.57	
1.1000	0.9892	89.2499	0.0000	5.1480	3.5967	2.0054	100.0000	2,615,285	150,852	105,393	58,764	2,930,294	2.33	0.00	2.60	2.60	2.60	
1.1100	0.9881	89.1522	0.0000	5.1948	3.6294	2.0236	100.0000	2,612,421	152,223	106,351	59,299	2,930,294	2.33	0.00	2.62	2.62	2.62	
1.1200	0.9870	89.0545	0.0000	5.2416	3.6621	2.0419	100.0000	2,609,558	153,594	107,309	59,833	2,930,294	2.33	0.00	2.64	2.64	2.64	
1.1300	0.9859	88.9567	0.0000	5.2884	3.6948	2.0601	100.0000	2,606,694	154,966	108,267	60,367	2,930,294	2.33	0.00	2.67	2.67	2.67	
1.1400	0.9848	88.8590	0.0000	5.3352	3.7275	2.0783	100.0000	2,603,830	156,337	109,225	60,901	2,930,294	2.32	0.00	2.69	2.69	2.69	
1.1500	0.9838	88.7613	0.0000	5.3820	3.7602	2.0966	100.0000	2,600,967	157,708	110,184	61,436	2,930,294	2.32	0.00	2.71	2.71	2.71	
1.1600	0.9827	88.6636	0.0000	5.4288	3.7929	2.1148	100.0000	2,598,103	159,080	111,142	61,970	2,930,294	2.32	0.00	2.74	2.74	2.74	
1.1700	0.9816	88.5658	0.0000	5.4756	3.8255	2.1330	100.0000	2,595,239	160,451	112,100	62,504	2,930,294	2.32	0.00	2.76	2.76	2.76	
1.1800	0.9805	88.4681	0.0000	5.5224	3.8582	2.1513	100.0000	2,592,376	161,823	113,058	63,038	2,930,294	2.31	0.00	2.78	2.78	2.78	
1.1900	0.9794	88.3704	0.0000	5.5692	3.8909	2.1695	100.0000	2,589,512	163,194	114,016	63,572	2,930,294	2.31	0.00	2.81	2.81	2.81	
1.2000	0.9783	88.2726	0.0000	5.6160	3.9236	2.1877	100.0000	2,586,648	164,565	114,974	64,107	2,930,294	2.31	0.00	2.83	2.83	2.83	
1.2100	0.9773	88.1749	0.0000	5.6628	3.9563	2.2060	100.0000	2,583,784	165,937	115,932	64,641	2,930,294	2.31	0.00	2.86	2.86	2.86	
1.2200	0.9762	88.0772	0.0000	5.7096	3.9890	2.2242	100.0000	2,580,921	167,308	116,890	65,175	2,930,294	2.30	0.00	2.88	2.88	2.88	
1.2300	0.9751	87.9795	0.0000	5.7564	4.0217	2.2424	100.0000	2,578,057	168,679	117,849	65,709	2,930,294	2.30	0.00	2.90	2.90	2.90	
1.2400	0.9740	87.8817	0.0000	5.8032	4.0544	2.2606	100.0000	2,575,193	170,051	118,807	66,244	2,930,294	2.30	0.00	2.93	2.93	2.93	
1.2500	0.9729	87.7840	0.0000	5.8500	4.0871	2.2789	100.0000	2,572,330	171,422	119,765	66,778	2,930,294	2.30	0.00	2.95	2.95	2.95	

Share Percentages								Levy Amounts					Estimated Tax Rates					
CIP Shift	Res Factor	Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Comm ET	Ind ET	PP ET
1.2600	0.9718	87.6863	0.0000	5.8968	4.1198	2.2971	100.0000	2,569,466		172,794	120,723	67,312	2,930,294	2.29	0.00	2.97	2.97	2.97
1.2700	0.9708	87.5886	0.0000	5.9436	4.1525	2.3153	100.0000	2,566,602		174,165	121,681	67,846	2,930,294	2.29	0.00	3.00	3.00	3.00
1.2800	0.9697	87.4908	0.0000	5.9904	4.1852	2.3336	100.0000	2,563,738		175,536	122,639	68,380	2,930,294	2.29	0.00	3.02	3.02	3.02
1.2900	0.9686	87.3931	0.0000	6.0372	4.2179	2.3518	100.0000	2,560,875		176,908	123,597	68,915	2,930,294	2.29	0.00	3.04	3.04	3.04
1.3000	0.9675	87.2954	0.0000	6.0840	4.2506	2.3700	100.0000	2,558,011		178,279	124,555	69,449	2,930,294	2.28	0.00	3.07	3.07	3.07
1.3100	0.9664	87.1976	0.0000	6.1308	4.2833	2.3883	100.0000	2,555,147		179,650	125,513	69,983	2,930,294	2.28	0.00	3.09	3.09	3.09
1.3200	0.9653	87.0999	0.0000	6.1776	4.3160	2.4065	100.0000	2,552,284		181,022	126,472	70,517	2,930,294	2.28	0.00	3.12	3.12	3.12
1.3300	0.9643	87.0022	0.0000	6.2244	4.3487	2.4247	100.0000	2,549,420		182,393	127,430	71,052	2,930,294	2.28	0.00	3.14	3.14	3.14
1.3400	0.9632	86.9045	0.0000	6.2712	4.3814	2.4430	100.0000	2,546,556		183,765	128,388	71,586	2,930,294	2.27	0.00	3.16	3.16	3.16
1.3500	0.9621	86.8067	0.0000	6.3180	4.4141	2.4612	100.0000	2,543,692		185,136	129,346	72,120	2,930,294	2.27	0.00	3.19	3.19	3.19
1.3600	0.9610	86.7090	0.0000	6.3648	4.4468	2.4794	100.0000	2,540,829		186,507	130,304	72,654	2,930,294	2.27	0.00	3.21	3.21	3.21
1.3700	0.9599	86.6113	0.0000	6.4116	4.4795	2.4976	100.0000	2,537,965		187,879	131,262	73,188	2,930,294	2.27	0.00	3.23	3.23	3.23
1.3800	0.9588	86.5135	0.0000	6.4584	4.5122	2.5159	100.0000	2,535,101		189,250	132,220	73,723	2,930,294	2.26	0.00	3.26	3.26	3.26
1.3900	0.9578	86.4158	0.0000	6.5052	4.5449	2.5341	100.0000	2,532,238		190,621	133,178	74,257	2,930,294	2.26	0.00	3.28	3.28	3.28
1.4000	0.9567	86.3181	0.0000	6.5520	4.5776	2.5523	100.0000	2,529,374		191,993	134,137	74,791	2,930,294	2.26	0.00	3.30	3.30	3.30
1.4100	0.9556	86.2204	0.0000	6.5988	4.6103	2.5706	100.0000	2,526,510		193,364	135,095	75,325	2,930,294	2.26	0.00	3.33	3.33	3.33
1.4200	0.9545	86.1226	0.0000	6.6456	4.6430	2.5888	100.0000	2,523,647		194,736	136,053	75,860	2,930,294	2.25	0.00	3.35	3.35	3.35
1.4300	0.9534	86.0249	0.0000	6.6924	4.6757	2.6070	100.0000	2,520,783		196,107	137,011	76,394	2,930,294	2.25	0.00	3.37	3.37	3.37
1.4400	0.9523	85.9272	0.0000	6.7392	4.7084	2.6253	100.0000	2,517,919		197,478	137,969	76,928	2,930,294	2.25	0.00	3.40	3.40	3.40
1.4500	0.9513	85.8295	0.0000	6.7860	4.7411	2.6435	100.0000	2,515,055		198,850	138,927	77,462	2,930,294	2.24	0.00	3.42	3.42	3.42
1.4600	0.9502	85.7317	0.0000	6.8328	4.7738	2.6617	100.0000	2,512,192		200,221	139,885	77,996	2,930,294	2.24	0.00	3.45	3.45	3.45
1.4700	0.9491	85.6340	0.0000	6.8796	4.8065	2.6800	100.0000	2,509,328		201,593	140,843	78,531	2,930,295	2.24	0.00	3.47	3.47	3.47
1.4800	0.9480	85.5363	0.0000	6.9264	4.8392	2.6982	100.0000	2,506,464		202,964	141,801	79,065	2,930,295	2.24	0.00	3.49	3.49	3.49
1.4900	0.9469	85.4385	0.0000	6.9732	4.8719	2.7164	100.0000	2,503,601		204,335	142,760	79,599	2,930,295	2.23	0.00	3.52	3.52	3.52
1.5000	0.9458	85.3408	0.0000	7.0200	4.9046	2.7347	100.0000	2,500,737		205,707	143,718	80,133	2,930,295	2.23	0.00	3.54	3.54	3.54

Tax Rates per 1,000

### Tax Rate Alternatives -- Fire District #2



**MassDOR - Massachusetts Department of Revenue**  
**Division of Local Services**  
**What If ... Scenario Worksheet for FY 2020**

So. Hadley Fire #2 - 494

CLASS	VALUE	%	
Residential	420,492,166	94.5634	<b>R &amp; O %</b>
Open Space	381,100	0.0857	94.6491
Commercial	11,176,620	2.5135	
Industrial	1,506,000	0.3387	<b>C I P %</b>
Personal Property	11,110,874	2.4987	5.3509
<b>Total</b>	<b>444,666,760</b>	<b>100.0000</b>	

Levy	1,227,280
Single TaxRate	2.76

Note: This table should be used for planning purposes only. Actual calculations may differ slightly due to rounding. For actual calculations, complete Recap.

CIP Shift	Share Percentages							Levy Amounts						Estimated Tax Rates				
	Res Factor	Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Comm ET	Ind ET	PP ET
1.0000	1.0000	94.5634	0.0857	2.5135	0.3387	2.4987	100.0000	1,160,558	1,052	30,848	4,157	30,666	1,227,280	2.76	2.76	2.76	2.76	2.76
1.0100	0.9994	94.5099	0.0857	2.5386	0.3421	2.5237	100.0000	1,159,902	1,051	31,156	4,198	30,973	1,227,280	2.76	2.76	2.79	2.79	2.79
1.0200	0.9989	94.4565	0.0856	2.5638	0.3455	2.5487	100.0000	1,159,245	1,051	31,465	4,240	31,279	1,227,280	2.76	2.76	2.82	2.82	2.82
1.0300	0.9983	94.4030	0.0856	2.5889	0.3489	2.5737	100.0000	1,158,589	1,050	31,773	4,282	31,586	1,227,280	2.76	2.76	2.84	2.84	2.84
1.0400	0.9977	94.3496	0.0855	2.6140	0.3522	2.5986	100.0000	1,157,933	1,049	32,082	4,323	31,893	1,227,280	2.75	2.75	2.87	2.87	2.87
1.0500	0.9972	94.2961	0.0855	2.6392	0.3556	2.6236	100.0000	1,157,277	1,049	32,390	4,365	32,199	1,227,280	2.75	2.75	2.90	2.90	2.90
1.0600	0.9966	94.2426	0.0854	2.6643	0.3590	2.6486	100.0000	1,156,621	1,048	32,699	4,406	32,506	1,227,280	2.75	2.75	2.93	2.93	2.93
1.0700	0.9960	94.1892	0.0854	2.6894	0.3624	2.6736	100.0000	1,155,965	1,048	33,007	4,448	32,813	1,227,280	2.75	2.75	2.95	2.95	2.95
1.0800	0.9955	94.1357	0.0853	2.7146	0.3658	2.6986	100.0000	1,155,309	1,047	33,315	4,489	33,119	1,227,280	2.75	2.75	2.98	2.98	2.98
1.0900	0.9949	94.0823	0.0853	2.7397	0.3692	2.7236	100.0000	1,154,653	1,046	33,624	4,531	33,426	1,227,280	2.75	2.75	3.01	3.01	3.01
<b>1.1000</b>	<b>0.9943</b>	<b>94.0288</b>	<b>0.0852</b>	<b>2.7649</b>	<b>0.3726</b>	<b>2.7486</b>	<b>100.0000</b>	<b>1,153,997</b>	<b>1,046</b>	<b>33,932</b>	<b>4,572</b>	<b>33,733</b>	<b>1,227,280</b>	<b>2.74</b>	<b>2.74</b>	<b>3.04</b>	<b>3.04</b>	<b>3.04</b>
1.1100	0.9938	93.9753	0.0852	2.7900	0.3760	2.7736	100.0000	1,153,341	1,045	34,241	4,614	34,039	1,227,280	2.74	2.74	3.06	3.06	3.06
1.1200	0.9932	93.9219	0.0851	2.8151	0.3793	2.7985	100.0000	1,152,684	1,045	34,549	4,656	34,346	1,227,280	2.74	2.74	3.09	3.09	3.09
1.1300	0.9927	93.8684	0.0851	2.8403	0.3827	2.8235	100.0000	1,152,028	1,044	34,858	4,697	34,653	1,227,280	2.74	2.74	3.12	3.12	3.12
1.1400	0.9921	93.8150	0.0850	2.8654	0.3861	2.8485	100.0000	1,151,372	1,043	35,166	4,739	34,959	1,227,280	2.74	2.74	3.15	3.15	3.15
1.1500	0.9915	93.7615	0.0850	2.8905	0.3895	2.8735	100.0000	1,150,716	1,043	35,475	4,780	35,266	1,227,280	2.74	2.74	3.17	3.17	3.17
1.1600	0.9910	93.7080	0.0849	2.9157	0.3929	2.8985	100.0000	1,150,060	1,042	35,783	4,822	35,573	1,227,280	2.74	2.73	3.20	3.20	3.20
1.1700	0.9904	93.6546	0.0849	2.9408	0.3963	2.9235	100.0000	1,149,404	1,042	36,092	4,863	35,879	1,227,280	2.73	2.73	3.23	3.23	3.23
1.1800	0.9898	93.6011	0.0848	2.9659	0.3997	2.9485	100.0000	1,148,748	1,041	36,400	4,905	36,186	1,227,280	2.73	2.73	3.26	3.26	3.26
1.1900	0.9893	93.5477	0.0848	2.9911	0.4031	2.9735	100.0000	1,148,092	1,040	36,709	4,947	36,493	1,227,280	2.73	2.73	3.28	3.28	3.28
<b>1.2000</b>	<b>0.9887</b>	<b>93.4942</b>	<b>0.0847</b>	<b>3.0162</b>	<b>0.4064</b>	<b>2.9984</b>	<b>100.0000</b>	<b>1,147,436</b>	<b>1,040</b>	<b>37,017</b>	<b>4,988</b>	<b>36,799</b>	<b>1,227,280</b>	<b>2.73</b>	<b>2.73</b>	<b>3.31</b>	<b>3.31</b>	<b>3.31</b>
1.2100	0.9881	93.4407	0.0847	3.0413	0.4098	3.0234	100.0000	1,146,779	1,039	37,326	5,030	37,106	1,227,280	2.73	2.73	3.34	3.34	3.34
1.2200	0.9876	93.3873	0.0846	3.0665	0.4132	3.0484	100.0000	1,146,123	1,039	37,634	5,071	37,413	1,227,280	2.73	2.73	3.37	3.37	3.37
1.2300	0.9870	93.3338	0.0846	3.0916	0.4166	3.0734	100.0000	1,145,467	1,038	37,943	5,113	37,719	1,227,280	2.72	2.72	3.39	3.39	3.39
1.2400	0.9864	93.2804	0.0845	3.1167	0.4200	3.0984	100.0000	1,144,811	1,038	38,251	5,154	38,026	1,227,280	2.72	2.72	3.42	3.42	3.42
1.2500	0.9859	93.2269	0.0845	3.1419	0.4234	3.1234	100.0000	1,144,155	1,037	38,560	5,196	38,333	1,227,280	2.72	2.72	3.45	3.45	3.45

CIP Shift	Share Percentages							Levy Amounts						Estimated Tax Rates				
	Res Factor	Res SP	OS SP	Comm SP	Ind SP	PP SP	Total SP	Res LA	OS LA	Comm LA	Ind LA	PP LA	Total LA	Res ET	OS ET	Comm ET	Ind ET	PP ET
1.2600	0.9853	93.1734	0.0844	3.1670	0.4268	3.1484	100.0000	1,143,499	1,036	38,868	5,238	38,639	1,227,280	2.72	2.72	3.48	3.48	3.48
1.2700	0.9847	93.1200	0.0844	3.1921	0.4301	3.1733	100.0000	1,142,843	1,036	39,177	5,279	38,946	1,227,280	2.72	2.72	3.51	3.51	3.51
1.2800	0.9842	93.0665	0.0843	3.2173	0.4335	3.1983	100.0000	1,142,187	1,035	39,485	5,321	39,253	1,227,280	2.72	2.72	3.53	3.53	3.53
1.2900	0.9836	93.0131	0.0843	3.2424	0.4369	3.2233	100.0000	1,141,531	1,035	39,794	5,362	39,559	1,227,280	2.71	2.71	3.56	3.56	3.56
<b>1.3000</b>	<b>0.9830</b>	<b>92.9596</b>	<b>0.0842</b>	<b>3.2676</b>	<b>0.4403</b>	<b>3.2483</b>	<b>100.0000</b>	<b>1,140,875</b>	<b>1,034</b>	<b>40,102</b>	<b>5,404</b>	<b>39,866</b>	<b>1,227,280</b>	<b>2.71</b>	<b>2.71</b>	<b>3.59</b>	<b>3.59</b>	<b>3.59</b>
1.3100	0.9825	92.9061	0.0842	3.2927	0.4437	3.2733	100.0000	1,140,218	1,033	40,410	5,445	40,173	1,227,280	2.71	2.71	3.62	3.62	3.62
1.3200	0.9819	92.8527	0.0841	3.3178	0.4471	3.2983	100.0000	1,139,562	1,033	40,719	5,487	40,479	1,227,280	2.71	2.71	3.64	3.64	3.64
1.3300	0.9813	92.7992	0.0841	3.3430	0.4505	3.3233	100.0000	1,138,906	1,032	41,027	5,529	40,786	1,227,280	2.71	2.71	3.67	3.67	3.67
1.3400	0.9808	92.7458	0.0841	3.3681	0.4539	3.3483	100.0000	1,138,250	1,032	41,336	5,570	41,093	1,227,280	2.71	2.71	3.70	3.70	3.70
1.3500	0.9802	92.6923	0.0840	3.3932	0.4572	3.3732	100.0000	1,137,594	1,031	41,644	5,612	41,399	1,227,280	2.71	2.71	3.73	3.73	3.73
1.3600	0.9796	92.6388	0.0840	3.4184	0.4606	3.3982	100.0000	1,136,938	1,030	41,953	5,653	41,706	1,227,280	2.70	2.70	3.75	3.75	3.75
1.3700	0.9791	92.5854	0.0839	3.4435	0.4640	3.4232	100.0000	1,136,282	1,030	42,261	5,695	42,012	1,227,280	2.70	2.70	3.78	3.78	3.78
1.3800	0.9785	92.5319	0.0839	3.4686	0.4674	3.4482	100.0000	1,135,626	1,029	42,570	5,736	42,319	1,227,280	2.70	2.70	3.81	3.81	3.81
1.3900	0.9780	92.4785	0.0838	3.4938	0.4708	3.4732	100.0000	1,134,970	1,029	42,878	5,778	42,626	1,227,280	2.70	2.70	3.84	3.84	3.84
<b>1.4000</b>	<b>0.9774</b>	<b>92.4250</b>	<b>0.0838</b>	<b>3.5189</b>	<b>0.4742</b>	<b>3.4982</b>	<b>100.0000</b>	<b>1,134,313</b>	<b>1,028</b>	<b>43,187</b>	<b>5,820</b>	<b>42,932</b>	<b>1,227,280</b>	<b>2.70</b>	<b>2.70</b>	<b>3.86</b>	<b>3.86</b>	<b>3.86</b>
1.4100	0.9768	92.3715	0.0837	3.5440	0.4776	3.5232	100.0000	1,133,657	1,027	43,495	5,861	43,239	1,227,280	2.70	2.70	3.89	3.89	3.89
1.4200	0.9763	92.3181	0.0837	3.5692	0.4810	3.5482	100.0000	1,133,001	1,027	43,804	5,903	43,546	1,227,280	2.69	2.69	3.92	3.92	3.92
1.4300	0.9757	92.2646	0.0836	3.5943	0.4843	3.5731	100.0000	1,132,345	1,026	44,112	5,944	43,852	1,227,280	2.69	2.69	3.95	3.95	3.95
1.4400	0.9751	92.2112	0.0836	3.6194	0.4877	3.5981	100.0000	1,131,689	1,026	44,421	5,986	44,159	1,227,280	2.69	2.69	3.97	3.97	3.97
1.4500	0.9746	92.1577	0.0835	3.6446	0.4911	3.6231	100.0000	1,131,033	1,025	44,729	6,027	44,466	1,227,280	2.69	2.69	4.00	4.00	4.00
1.4600	0.9740	92.1042	0.0835	3.6697	0.4945	3.6481	100.0000	1,130,377	1,024	45,038	6,069	44,772	1,227,280	2.69	2.69	4.03	4.03	4.03
1.4700	0.9734	92.0508	0.0834	3.6948	0.4979	3.6731	100.0000	1,129,721	1,024	45,346	6,110	45,079	1,227,280	2.69	2.69	4.06	4.06	4.06
1.4800	0.9729	91.9973	0.0834	3.7200	0.5013	3.6981	100.0000	1,129,065	1,023	45,655	6,152	45,386	1,227,280	2.69	2.68	4.08	4.09	4.08
1.4900	0.9723	91.9439	0.0833	3.7451	0.5047	3.7231	100.0000	1,128,409	1,023	45,963	6,194	45,692	1,227,280	2.68	2.68	4.11	4.11	4.11
<b>1.5000</b>	<b>0.9717</b>	<b>91.8904</b>	<b>0.0833</b>	<b>3.7703</b>	<b>0.5081</b>	<b>3.7481</b>	<b>100.0000</b>	<b>1,127,752</b>	<b>1,022</b>	<b>46,272</b>	<b>6,235</b>	<b>45,999</b>	<b>1,227,280</b>	<b>2.68</b>	<b>2.68</b>	<b>4.14</b>	<b>4.14</b>	<b>4.14</b>

**South Hadley Valuation  
Fiscal 2000-2020**

	Valuation by class					% of Total Valuation		Total Valuation	% chng
	R	O	C	I	P	R&O %	CIP %		
2020	\$ 1,514,543,900	\$ 381,100	\$ 69,285,525	\$ 42,104,700	\$ 33,089,198	91.29%	8.71%	\$ 1,659,404,423	4.1%
2019	\$ 1,456,736,301	\$ 379,800	\$ 68,864,815	\$ 40,075,350	\$ 27,752,189	91.42%	8.58%	\$ 1,593,808,455	3.3%
2018	\$ 1,409,962,929	\$ 378,400	\$ 66,451,100	\$ 38,947,600	\$ 26,495,729	91.45%	8.55%	\$ 1,542,235,758	3.9%
2017	\$ 1,351,301,493	\$ 378,400	\$ 69,892,720	\$ 37,458,000	\$ 25,817,432	91.03%	8.97%	\$ 1,484,848,045	2.2%
2016	\$ 1,319,449,500	\$ 378,400	\$ 70,660,110	\$ 35,342,100	\$ 26,598,515	90.87%	9.13%	\$ 1,452,428,625	3.0%
2015	\$ 1,277,583,605	\$ 378,000	\$ 68,480,570	\$ 38,481,200	\$ 24,649,555	90.66%	9.34%	\$ 1,409,572,930	-0.1%
2014	\$ 1,279,016,795	\$ 378,000	\$ 67,685,580	\$ 38,273,600	\$ 25,386,665	90.69%	9.31%	\$ 1,410,740,640	-5.1%
2013	\$ 1,344,616,660	\$ 394,800	\$ 73,258,675	\$ 40,364,275	\$ 27,651,467	90.49%	9.51%	\$ 1,486,285,877	0.6%
2012	\$ 1,338,967,050	\$ 394,800	\$ 73,138,775	\$ 37,986,675	\$ 26,844,020	90.66%	9.34%	\$ 1,477,331,320	0.6%
2011	\$ 1,331,499,955	\$ 394,800	\$ 72,928,670	\$ 39,093,875	\$ 25,308,939	90.65%	9.34%	\$ 1,469,226,239	0.4%
2010	\$ 1,322,522,955	\$ 394,800	\$ 72,916,470	\$ 39,220,375	\$ 28,104,763	90.40%	9.60%	\$ 1,463,159,363	-7.6%
2009	\$ 1,432,874,625	\$ 227,100	\$ 77,770,275	\$ 41,524,100	\$ 31,020,054	90.50%	9.50%	\$ 1,583,416,154	1.4%
2008	\$ 1,421,229,395	\$ 227,100	\$ 78,538,305	\$ 40,753,400	\$ 20,233,072	91.10%	8.90%	\$ 1,560,981,272	1.3%
2007	\$ 1,405,229,955	\$ 227,100	\$ 78,316,345	\$ 40,666,500	\$ 16,112,248	91.20%	8.80%	\$ 1,540,552,148	11.5%
2006	\$ 1,255,576,565	\$ 219,200	\$ 70,816,835	\$ 41,016,500	\$ 14,379,499	90.90%	9.10%	\$ 1,382,008,599	20.2%
2005	\$ 1,037,951,150	\$ 212,600	\$ 62,253,850	\$ 35,816,100	\$ 13,455,729	90.30%	9.70%	\$ 1,149,689,429	1.8%
2004	\$ 1,018,133,850	\$ 212,600	\$ 60,685,850	\$ 35,768,600	\$ 15,068,698	90.10%	9.90%	\$ 1,129,869,598	25.7%
2003	\$ 792,296,800	\$ 246,300	\$ 56,570,500	\$ 35,635,400	\$ 14,179,315	88.20%	11.80%	\$ 898,928,315	1.0%
2002	\$ 784,915,600	\$ 246,300	\$ 55,257,100	\$ 36,085,600	\$ 13,913,492	88.20%	11.80%	\$ 890,418,092	0.8%
2001	\$ 780,110,000	\$ 246,300	\$ 54,414,300	\$ 35,647,600	\$ 12,995,911	88.30%	11.70%	\$ 883,414,111	12.1%
2000	\$ 698,497,900	\$ 245,300	\$ 45,443,400	\$ 31,846,100	\$ 12,103,421	88.70%	11.30%	\$ 788,136,121	

- R Residential
- O Open space
- C Commercial
- I Industrial
- P Personal Property

11/26/2019

**Analysis of average single family tax bill.  
FY 20(Estimated)  
vs.  
FY 19(Actual)**

**PROPOSED**

**ESTIMATED**

Average Single Family  
Home Value for FY 2020

**Taxes for  
Fiscal 2020**  
Town \$17.58

Average Single Family  
Home Value for FY 2019

**Actual Taxes for  
Fiscal 2019**  
Town \$17.75

\$ 264,800

\$ 4,655.18

\$ 256,000

\$ 4,544.00

\$ 111.18 increase over last fiscal year

**Fiscal 2020**  
FD #1 \$2.36

**Fiscal 2019**  
FD #1 \$2.40

\$ 264,800

\$ 624.93

\$ 256,000

\$ 614.40

\$ 10.53 increase over last fiscal year

**Fiscal 2020**  
FD #2 \$2.76

**Fiscal 2019**  
FD #2 \$2.80

\$ 264,800

\$ 730.85

\$ 256,000

\$ 716.80

\$ 14.05 increase over last fiscal year

11/26/2019

**Analysis of Comm/Ind average tax bill  
FY 20 (Estimated)  
vs.  
FY 19 (Actual)**

<b><u>PROPOSED</u></b>	<b><u>ESTIMATED</u></b>				
Average Commercial Industrial Value FY 2020	<b>Taxes for <u>Fiscal 2020</u> Town \$17.58</b>	Average Commercial Industrial Value FY 2019	<b>Taxes for <u>Fiscal 2019</u> Town \$17.75</b>		
\$ 347,000	\$ 6,100.26	\$ 338,300	\$ 6,004.83	\$ 95.43	increase over last fiscal year
	<b><u>Fiscal 2020</u> FD #1 \$2.36</b>		<b><u>Fiscal 2019</u> FD #1 \$2.40</b>		
\$ 347,000	\$ 818.92	\$ 338,300	\$ 811.92	\$ 7.00	increase over last fiscal year
	<b><u>Fiscal 2020</u> FD #2 \$2.76</b>		<b><u>Fiscal 2019</u> FD #2 \$2.80</b>		
\$ 347,000	\$ 957.72	\$ 338,300	\$ 947.24	\$ 10.48	increase over last fiscal year

Tax rate motion

I motion to move to adopt a factor of 1 for all classes of property in the town of South Hadley for Fiscal Year 2020 and authorize the Town Administrator to electronically sign on the Selectboard's behalf.

# Exhibit I MA FILED GC BID TABULATION FORM

## South Hadley Senior Center

Bids Received: 11/21/19 2:00pm

Filed Sub Bidders	Bid Security Y/N	DCAM Cert Y/N	Update Stmt Y/N	Comp Info Y/N	Affidavit of Comp Y/N	Non Collusion Aff Y/N	Debarment Disc Y/N	Unit Price Y/N	Addenda Nos.	Base Bid	Alternates:		Certif Adjust? Y/N	Signed Bid Form Y/N
											Alt 1: Add Generator	Alt 2: Add Portion of Field Fence		
<b>General Bids</b>														
Souliere & Zepka Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 7,715,800.00	\$73,174	-\$12,620	Y	Y
Marois Construction Co.	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 7,760,000.00	\$77,000	\$18,600	Y	Y
W.J. Mountford Co.	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 7,830,000.00	\$72,000	\$22,000	Y	Y
D.A. Sullivan & Sons, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 7,872,000.00	\$73,000	\$21,800	Y	Y
R.A.C. Builders, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 7,894,267.00	\$69,555	\$12,000	Y	Y
Stutman Contracting Inc.	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 8,202,000.00	\$80,000	\$18,000	Y	Y
Lawrence Brunoli, Inc. - <b>REJECTED</b>	Y	Y	Y	Y	Y	Y	Y	Y	1 - 10	\$ 8,307,000.00	\$77,000	\$13,000	Y	Y
<i>Total Constr. Budget</i>										\$ 8,577,300.00				
<i>Total of Apparent Low Bidder</i>										\$ 7,715,800.00				
Variance of Apparent Low Bid to PFA Constr. Budget										\$ 861,500.00				
										(10.04)% Over/(Under) Budget				

# Exhibit I MA FILED GC BID TABULATION FORM

## South Hadley Senior Center

Bids Received: 11/21/19 2:00pm

### Sub Bidders

Filed Sub Bidders	Masonry	Roofing & Flashing	Waterproofing /Damproof/Caulking	Tile	Acoustical Tile	Resilient Flooring	Painting	Fire Protection	Plumbing	HVAC	Electrical	
<b>General Bids</b>												
											<b>Continued →</b>	
Souliere & Zepka Construction, Inc.	Name	Sullivan Narey	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	Ayotte & King for Tile	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$221,826.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$74,356.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00
Marois Construction Co.	Name	Sullivan Narey	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	Ayotte & King for Tile	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$221,826.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$74,356.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00
W.J. Mountford Co.	Name	W.J. Mountford	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	Ayotte & King for Tile	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$325,000.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$74,356.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00
D.A. Sullivan & Sons, Inc.	Name	Sullivan Narey	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	Ayotte & King for Tile	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$221,826.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$74,356.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00
R.A.C. Builders, Inc.	Name	Sullivan Narey	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	Ayotte & King for Tile	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$221,826.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$74,356.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00
Stutman Contracting Inc.	Name	Sullivan Narey	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	Ayotte & King for Tile	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$221,826.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$74,356.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00
Lawrence Brunoli, Inc. - <b>REJECTED</b>	Name	Sullivan Narey	J.D. Rivet & Co., Inc.	DeBrino Caulking Associates, Inc.	Ayotte & King for Tile	Central Ceilings, Inc.	G.V.W., Inc.	Dandis Contracting	SRI Fire Sprinkler, LLC	Adams Plumbing & Heating	Adams Plumbing & Heating	Wayne J. Griffin Electric
	\$	\$221,826.00	\$276,100.00	\$41,925.00	\$106,800.00	\$173,600.00	\$67,000.00	\$79,000.00	\$97,800.00	\$245,900.00	\$676,285.00	\$775,000.00

## Exhibit I MA FILED GC BID TABULATION FORM

### South Hadley Senior Center

Bids Received: 11/21/19 2:00pm

Filed Sub Bidders	Unit Prices									Judgments Y/N	Penalties/Liq. Damages Y/N	Terminated Contracts Y/N	Pending Lawsuits Y/N	Citations or Violations Y/N
	General Soil Excavation \$/cy	Soil Trench \$/cy	Structural Fill \$/cy	Ordinary Fill \$/cy	Removal of unsuitables & repmt w Structural Fill \$/cy	Crushed Stone \$/cy	Trench Rock Excavation \$/cy	Machine Rock Excavation \$/cy	Removal of unsuitables & repmt w Crushed Stone \$/cy					
<b>General Bids</b>														
Souliere & Zepka Construction, Inc.	\$ 21.20	\$ 37.10	\$ 29.70	\$ 22.20	\$ 44.50	\$ 69.00	\$ 191.00	\$ 191.00	\$ 46.60	N	N	N	N	N
Marois Construction Co.	\$ 18.00	\$ 23.00	\$ 36.00	\$ 32.00	\$ 52.00	\$ 37.00	\$ 165.00	\$ 155.00	\$ 54.00	N	N	N	N	N
W.J. Mountford Co.	\$ 22.00	\$ 37.00	\$ 32.00	\$ 24.00	\$ 48.00	\$ 65.00	\$ 185.00	\$ 210.00	\$ 55.00	N	N	N	N	N
D.A. Sullivan & Sons, Inc.	\$ 12.00	\$ 18.00	\$ 32.00	\$ 18.00	\$ 62.00	\$ 32.00	\$ 180.00	\$ 175.00	\$ 75.00	N	N	N	N	N
R.A.C. Builders, Inc.	\$ 25.00	\$ 40.00	\$ 35.00	\$ 26.00	\$ 75.00	\$ 70.00	\$ 195.00	\$ 200.00	\$ 90.00	Y	N	N	N	Y
Stutman Contracting Inc.	\$ 30.00	\$ 35.00	\$ 41.00	\$ 35.00	\$ 58.00	\$ 41.00	\$ 172.00	\$ 172.00	\$ 58.00	N	N	N	N	N
Lawrence Brunoli, Inc. - <b>REJECTED</b>	\$ 17.50	\$ 25.00	\$ 45.00	\$ 20.00	\$ 75.00	\$ 65.00	\$ 350.00	\$ 275.00	\$ 85.00	Y	N	N	N	Y

December 3, 2019

Mr. Michael J. Sullivan  
Town Administrator  
Town of South Hadley  
116 Main Street  
South Hadley, MA. 01075

***Subject: Letter of GC Recommendation – South Hadley Senior Center Project  
South Hadley, MA***

Dear Mr. Sullivan:

As you are aware, at the November 26<sup>th</sup> Senior Center Building Committee meeting, the committee members unanimously approved moving forward with Souliere & Zepka Construction, Inc. regarding their base bid of seven million seven hundred fifteen thousand eight hundred dollars (\$7,715,800) plus their add alternate number one of seventy three thousand one hundred seventy four dollars (\$73,174) totaling seven million seven hundred eighty eight thousand nine hundred seventy four dollars (\$7,788,974) for the South Hadley Senior Center project General Contractor scope of work. As such, on behalf of the South Hadley Senior Center Building Committee, I would like to recommend approval by the South Hadley Selectboard for the Town of South Hadley to enter into contract with Souliere & Zepka Construction, Inc. regarding their base bid of seven million seven hundred fifteen thousand eight hundred dollars (\$7,715,800) plus their add alternate number one of seventy three thousand one hundred seventy four dollars (\$73,174) totaling seven million seven hundred eighty eight thousand nine hundred seventy four dollars (\$7,788,974) for the South Hadley Senior Center project General Contractor scope of work.

If the South Hadley Selectboard's approval of the above is granted at the December 3<sup>rd</sup> Selectboard meeting, Colliers, on behalf of the South Hadley Selectboard, will then start facilitating the contract process between the Town and Souliere & Zepka Construction, Inc. with the intent to have the contract executed no later than December 20<sup>th</sup>, 2019.

We thank the South Hadley Selectboard for their time and consideration on this matter and look forward to a successful project for the Town of South Hadley.

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

Respectfully Submitted,



Phil Palumbo, MCPPO  
Project Manager  
Colliers International  
67 Hunt Street, Suite 119  
Agawam, MA 01001  
Main: 413-592-0030 x143 | Mobile: 774-535-3266 | Email: phil.palumbo@colliers.com

Senior Center motion

I move to accept the Owner's Project Manager recommendation for the Town of South Hadley to enter into an agreement with Souliere & Zepka Construction, Inc to oversee the construction of a senior center at 45-47 Dayton Street.

November 20, 2019

12 Alvord Street  
South Hadley, MA 01075

Dear Selectboard Members:

I am writing to you to tender my resignation from the Bike-Walk Committee (BWC), effective at the end of the 2019-2020 fiscal year on June 30, 2020.

I have served since December 2014, first as a member of the unofficial Bike-Walk Group, and then as a member of the town-appointed Bike-Walk Committee. Since April 2016 I have served as the BWC Chair.

I have enjoyed my tenure on the BWC. I am very proud of the worthwhile endeavors the BWC has been involved with, of the collaborative relationships it has initiated and fostered throughout the community, and of the many accomplishments it has achieved for the benefit of the Town, its residents and visitors.

Thank you for the opportunity to be a part of this notable committee. I wish the Town and the BWC continued success on all biking and walking initiatives.

Best,



Mariann Millard  
Chair, BWC

cc: Mike Sullivan, Town Administrator

**2018 MRF Tonnage Report**  
**Calculations for FY21 recycling processing fee**  
**Dual and Single Stream Towns**

Customer	Sum of Tons	dual stream	single-stream
		\$93.50/ton	\$145/ton
CITY OF CHICOPEE	4553.96		\$660,324.20
CITY OF HOLYOKE	1738.2	\$162,521.70	
CITY OF NORTHAMPTON	1047.12	\$97,905.72	
CITY OF PITTSFIELD	1867.56	\$174,616.86	
CITY OF SPRINGFIELD	6861.67		\$994,942.15
CITY OF SPRINGFIELD SCHOOL DEPARTMENT	326.82		\$47,388.90
CITY OF WESTFIELD	3204.47		\$464,648.15
TOWN OF AGAWAM	2232.18		\$323,666.10
TOWN OF ALFORD	60.32	\$5,639.92	
TOWN OF ASHFIELD	183.17	\$17,126.40	
TOWN OF BECKET	105.44	\$9,858.64	
TOWN OF BELCHERTOWN	555.51	\$51,940.19	
Town of Bernardston	161.9	\$15,137.65	
TOWN OF BLANFORD	59.15	\$5,530.53	
TOWN OF BUCKLAND	118.85	\$11,112.48	
TOWN OF CHARLEMONT	80.87	\$7,561.35	
TOWN OF CHESTER	39.9	\$3,730.65	
TOWN OF CHESTERFIELD	55.47	\$5,186.45	
TOWN OF COLRAIN	95.57	\$8,935.80	
TOWN OF CONWAY	196.41	\$18,364.34	
TOWN OF CUMMINGTON	62.72		\$9,094.40
TOWN OF DALTON	256.05	\$23,940.68	
TOWN OF DEERFIELD	301.65	\$28,204.28	
TOWN OF EAST HAMPTON	122.8		\$17,806.00
TOWN OF EAST LONGMEADOW	1309.33	\$122,422.36	
TOWN OF EGREMONT	210.4	\$19,672.40	
TOWN OF ERVING	239.34	\$22,378.29	
TOWN OF GILL	145.49	\$13,603.32	
TOWN OF GOSHEN	49.56	\$4,633.86	
TOWN OF GRANBY	502.29		\$72,832.05
TOWN OF GRANVILLE	88.7		\$12,861.50
Town of Great Barrington	138.31	\$12,931.99	
TOWN OF GREENFIELD	1444.73	\$135,082.26	
TOWN OF HADLEY	186.96	\$17,480.76	
TOWN OF HAMPDEN	191.08	\$17,865.98	
TOWN OF HATFIELD	113.37	\$10,600.10	
TOWN OF HEATH	65.04	\$6,081.24	
TOWN OF HUNTINGTON	86.62		\$12,559.90
TOWN OF LEVERETT	138.45	\$12,945.08	
TOWN OF LONGMEADOW	1652.25	\$154,485.38	
TOWN OF LUDLOW	1524.91		\$221,111.95
TOWN OF MIDDLEFIELD	32.55	\$3,043.43	
TOWN OF MONTAGUE	546.01	\$51,051.94	
TOWN OF MONTEREY	130.12	\$12,166.22	

**2018 MRF Tonnage Report**  
**Calculations for FY21 recycling processing fee**  
**Dual and Single Stream Towns**

Customer	Sum of Tons	dual stream	single-stream
		\$93.50/ton	\$145/ton
TOWN OF MONTGOMERY	37.61	\$3,516.54	
TOWN OF NEW SALEM	74.51	\$6,966.69	
TOWN OF NORTHFIELD	215.44	\$20,143.64	
TOWN OF ORANGE	283.06		\$41,043.70
TOWN OF OTIS	156.96	\$14,675.76	
TOWN OF PALMER	188.89		\$27,389.05
TOWN OF PLAINFIELD	43.54	\$4,070.99	
TOWN OF ROWE	45.3	\$4,235.55	
TOWN OF RUSSELL	74.23	\$6,940.51	
TOWN OF SANDSFIELD	64.82	\$6,060.67	
TOWN OF SHEFFIELD	186.43	\$17,431.21	
TOWN OF SHELBURNE	119.42	\$11,165.77	
TOWN OF SHUTESBURY	183.18	\$17,127.33	
TOWN OF SOUTH HADLEY	1456.68	\$136,199.58	
TOWN OF SOUTHAMPTON	346.51	\$32,398.69	
TOWN OF SOUTHWICK	437.44	\$40,900.64	
TOWN OF STOCKBRIDGE	253.48	\$23,700.38	
TOWN OF WARWICK	58.12	\$5,434.22	
TOWN OF WASHINGTON	37.19	\$3,477.27	
TOWN OF WENDELL	88.97	\$8,318.70	
TOWN OF WEST SPRINGFIELD	2126.77		\$308,381.65
TOWN OF WEST STOCKBRIDGE	141.17	\$13,199.40	
TOWN OF WESTHAMPTON	107.23		\$15,548.35
TOWN OF WHATELY	104.35	\$9,756.73	
TOWN OF WILBRAHAM	495.07	\$46,289.05	
TOWN OF WILLIAMSBURG	210	\$19,635.00	
TOWN OF WORTHINGTON	97.48	\$9,114.38	
UMASS AMHERST	508.36		\$73,712.20
TOWN OF MT WASHINGTON	19.63	\$1,835.41	
TOWN OF TOLLAND	36.23	\$3,387.51	
SPRINGFIELD PUBLIC SCHOOLS	12.67		
<b>Grand Total</b>	<b>41294.01</b>		

**2018 MRF Tonnage Report**  
**Calculations for FY21 per Household Cost**  
**Dual Stream Towns Only**

\*DNR = did not report

Customer	Sum of Tons	dual stream	HHs served	ANNUAL Tons/HH	ANNUAL \$/HH
		\$93.50/ton			
CITY OF HOLYOKE	1738.2	\$162,521.70	9,950	0.17	\$ 16.33
CITY OF NORTHAMPTON	1047.12	\$97,905.72	2,858	0.37	\$ 34.26
CITY OF PITTSFIELD	1867.56	\$174,616.86	17,552	0.11	\$ 9.95
TOWN OF ALFORD	60.32	\$5,639.92	DNR		\$ -
TOWN OF ASHFIELD	183.17	\$17,126.40	413	0.44	\$ 41.47
TOWN OF BECKET	105.44	\$9,858.64	1,779	0.06	\$ 5.54
TOWN OF BELCHERTOWN	555.51	\$51,940.19	1,756	0.32	\$ 29.58
Town of Bernardston	161.9	\$15,137.65	650	0.25	\$ 23.29
TOWN OF BLANFORD	59.15	\$5,530.53	DNR		\$ -
TOWN OF BUCKLAND	118.85	\$11,112.48	620	0.19	\$ 17.92
TOWN OF CHARLEMONT	80.87	\$7,561.35	440	0.18	\$ 17.18
TOWN OF CHESTER	39.9	\$3,730.65	566	0.07	\$ 6.59
TOWN OF CHESTERFIELD	55.47	\$5,186.45	247	0.22	\$ 21.00
TOWN OF COLRAIN	95.57	\$8,935.80	645	0.15	\$ 13.85
TOWN OF CONWAY	196.41	\$18,364.34	610	0.32	\$ 30.11
TOWN OF DALTON	256.05	\$23,940.68	787	0.33	\$ 30.42
TOWN OF DEERFIELD	301.65	\$28,204.28	900	0.34	\$ 31.34
TOWN OF EAST LONGMEADOW	1309.33	\$122,422.36	5,714	0.23	\$ 21.42
TOWN OF EGREMONT	210.4	\$19,672.40	820	0.26	\$ 23.99
TOWN OF ERVING	239.34	\$22,378.29	583	0.41	\$ 38.38
TOWN OF GILL	145.49	\$13,603.32	510	0.29	\$ 26.67
TOWN OF GOSHEN	49.56	\$4,633.86	226	0.22	\$ 20.50
Town of Great Barrington	138.31	\$12,931.99	DNR		
TOWN OF GREENFIELD	1444.73	\$135,082.26	5,604	0.26	\$ 24.10
TOWN OF HADLEY	186.96	\$17,480.76	DNR		\$ -
TOWN OF HAMPDEN	191.08	\$17,865.98	543	0.35	\$ 32.90
TOWN OF HATFIELD	113.37	\$10,600.10	482	0.24	\$ 21.99
TOWN OF HEATH	65.04	\$6,081.24	336	0.19	\$ 18.10
TOWN OF LEVERETT	138.45	\$12,945.08	470	0.29	\$ 27.54
TOWN OF LONGMEADOW	1652.25	\$154,485.38	5,503	0.30	\$ 28.07
TOWN OF MIDDLEFIELD	32.55	\$3,043.43	169	0.19	\$ 18.01
TOWN OF MONTAGUE	546.01	\$51,051.94	2,606	0.21	\$ 19.59
TOWN OF MONTEREY	130.12	\$12,166.22	740	0.18	\$ 16.44
TOWN OF MONTGOMERY	37.61	\$3,516.54	DNR		\$ -
TOWN OF NEW SALEM	74.51	\$6,966.69	258	0.29	\$ 27.00
TOWN OF NORTHFIELD	215.44	\$20,143.64	831	0.26	\$ 24.24
TOWN OF OTIS	156.96	\$14,675.76	1,200	0.13	\$ 12.23
TOWN OF PLAINFIELD	43.54	\$4,070.99	224	0.19	\$ 18.17
TOWN OF ROWE	45.3	\$4,235.55	200	0.23	\$ 21.18
TOWN OF RUSSELL	74.23	\$6,940.51	420	0.18	\$ 16.53
TOWN OF SANDISFIELD	64.82	\$6,060.67	575	0.11	\$ 10.54
TOWN OF SHEFFIELD	186.43	\$17,431.21	845	0.22	\$ 20.63
TOWN OF SHELBURNE	119.42	\$11,165.77	520	0.23	\$ 21.47
TOWN OF SHUTESBURY	183.18	\$17,127.33	860	0.21	\$ 19.92

**2018 MRF Tonnage Report**  
**Calculations for FY21 per Household Cost**  
**Dual Stream Towns Only**

\*DNR = did not report

Customer	Sum of Tons	dual stream	HHs served	ANNUAL Tons/HH	ANNUAL \$/HH
		\$93.50/ton			
TOWN OF SOUTH HADLEY	1456.68	\$136,199.58	6,500	0.22	\$ 20.95
TOWN OF SOUTHAMPTON	346.51	\$32,398.69	1,036	0.33	\$ 31.27
TOWN OF SOUTHWICK	437.44	\$40,900.64	2,033	0.22	\$ 20.12
TOWN OF STOCKBRIDGE	253.48	\$23,700.38	DNR		\$ -
TOWN OF WARWICK	58.12	\$5,434.22	300	0.19	\$ 18.11
TOWN OF WASHINGTON	37.19	\$3,477.27	DNR		\$ -
TOWN OF WENDELL	88.97	\$8,318.70	365	0.24	\$ 22.79
TOWN OF WEST STOCKBRIDGE	141.17	\$13,199.40	DNR		\$ -
TOWN OF WHATELY	104.35	\$9,756.73	460	0.23	\$ 21.21
TOWN OF WILBRAHAM	495.07	\$46,289.05	1,641	0.30	\$ 28.21
TOWN OF WILLIAMSBURG	210	\$19,635.00	882	0.24	\$ 22.26
TOWN OF WORTHINGTON	97.48	\$9,114.38	350	0.28	\$ 26.04
TOWN OF MT WASHINGTON	19.63	\$1,835.41	146	0.13	\$ 12.57
TOWN OF TOLLAND	36.23	\$3,387.51	499	0.07	\$ 6.79

TABLE 1: Average Market Value (AMV) - Dual Stream				
Recovered Material	Recovered Material Index *	Recovered Material Composition/Ton	Index Value/Ton	AMV Value
OCC (Cardboard)	PS 11 Corrugated Containers	21.17%	\$	\$
Mixed Paper #54	PS 54 Mixed Paper (MP)	8.59%	\$	\$
Sorted Residential Paper #56	PS 56 Sorted Residential Papers (SRNP)	31.16%	\$	\$
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked up) minus \$.25 per pound	0.83%	\$	\$
Steel/Tin Cans	SMP Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	3.87%	\$	\$
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	2.15%	\$	\$
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	1.09%	\$	\$
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.19%	\$	\$
Commingled Plastics, #3-7	Actual Value	7.42%	\$	\$
Glass	Actual Value	17.54%	\$	\$
Residue	Residue Fee	5.00%	\$	\$
		100.00%	\$	\$

\*PS means the average of the prices for the appropriate grade of material published at <http://recyclingmarkets.net/secondaryfiber/index.html> for the Northeast Region first dated price each month, retroactive to the first of the month. SMP means the average of the prices for the appropriate grade of material published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the Northeast (New York) Region, first dated price each month, retroactive to the first of the month. Actual Value means the average price paid to or charged to the Processing Facility during the month of delivery, less any freight or other charges paid to third parties. The Residue Fee shall initially be \$80.00/ton and shall be increased 2.5% annually on July 1.

TABLE 2: Average Market Value (AMV) - Single Stream				
Recovered Material	Recovered Material Index *	Recovered Material Composition/Ton	Index Value/Ton	AMV Value
OCC (Cardboard)	PS 11 Corrugated Containers	14.19%	\$	\$
Mixed Paper (All other paper)	PS 54 Mixed Paper (MP)	44.65%	\$	\$
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked up) minus \$.25 per pound	0.48%	\$	\$
Steel/Tin Cans	SMP Steel Cans (Sorted, Baled, \$/Gross ton, picked up)	2.37%	\$	\$
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	4.29%	\$	\$
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.42%	\$	\$
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.69%	\$	\$
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	0.78%	\$	\$
Glass	Actual Value	21.13%	\$	\$
Residue	Residue Fee	10.00%	\$	\$
		100.00%	\$	\$

\*PS means the average of the prices for the appropriate grade of material published at <http://recyclingmarkets.net/secondaryfiber/index.html> for the Northeast Region first dated price each month, retroactive to the first of the month. SMP means the average of the prices for the appropriate grade of material published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the Northeast (New York) Region, first dated price each month, retroactive to the first of the month. Actual Value means the average price paid to or charged to the Processing Facility during the month of delivery, less any freight or other charges paid to third parties. The Residue Fee shall initially be \$80.00/ton and shall be increased 2.5% annually on July 1.

## CY17 Springfield MRF tonnage Dual Stream Towns Only

COMMUNITY	Containers	Paper	Total
CITY OF HOLYOKE	685	1,169	1,854
CITY OF NORTHAMPTON	383	623	1,006
CITY OF PITTSFIELD	655	1,067	1,722
TOWN OF ALFORD	29	42	71
TOWN OF ASHFIELD	89	113	202
TOWN OF BECKET	51	52	103
TOWN OF BELCHERTOWN	222	354	576
TOWN OF BERNARDSTON	72	95	167
TOWN OF BLANFORD	28	44	72
TOWN OF BUCKLAND	54	80	134
TOWN OF CHARLEMONT	35	45	80
TOWN OF CHESTER	17	27	44
TOWN OF CHESTERFIELD	28	33	61
TOWN OF COLRAIN	45	58	104
TOWN OF CONWAY	81	113	195
TOWN OF DALTON	95	171	266
TOWN OF DEERFIELD	120	200	320
TOWN OF EAST HAMPTON	67	94	161
TOWN OF EAST LONGMEADOW	558	837	1,395
TOWN OF EGREMONT	89	119	208
TOWN OF ERVING	48	89	136
TOWN OF GILL	76	67	143
TOWN OF GOSHEN	21	36	57
TOWN OF GREAT BARRINGTON	51	85	136
TOWN OF GREENFIELD	562	916	1,478
TOWN OF HADLEY	69	131	201
TOWN OF HAMPDEN	58	113	172
TOWN OF HATFIELD	46	76	122
TOWN OF HEATH	30	36	66
TOWN OF LEVERETT	54	96	149

**Contract between**  
**the Massachusetts Department of Environmental Protection,**  
**the Contractor and a Dual Stream Designated Community**

AGREEMENT made by and between the Commonwealth of Massachusetts, acting through its Department of Environmental Protection (hereinafter "DEP"), the \_\_\_\_\_ [name of Designated Community] (hereinafter "Designated Community"), and WM Recycle America, LLC (hereinafter "Contractor").

WHEREAS, the DEP has entered into the Commonwealth Contract with the Contractor pursuant to which the Contractor shall Receive and Process Program Recyclables from the Designated Community in accordance with the terms of that Commonwealth Contract and this Contract, and

WHEREAS, the Designated Community requires all residents to separate out Recyclable Materials from their waste, and whereas the Designated Community shall be entitled to deliver Program Recyclables to the Contractor in consideration of its fulfillment and ongoing satisfaction of certain duties and obligations specifically set forth herein; and

NOW, THEREFORE, the DEP, the Contractor and the Designated Community agree as follows:

**Article 1. Definitions**

For the purposes of this Contract, the following terms shall have the following meanings unless otherwise specifically stated herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of either the masculine or feminine gender shall include the other.

- 1.1. Applicable Law: Federal, State, or local law, ordinance, code, rule or regulation or other similar legislation which in any manner affects facility operations, employment, site conditions and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- 1.2. Average Market Value or AMV: the value of Recovered Materials and Residue based on the average aggregate of published market indexes, actual prices and charges as set forth on Exhibit 1, such average being weighted by the composition of Recovered Materials and Residue. The AMV of Recovered Materials and Residue shall be calculated pursuant to Exhibit 1 of this Contract.
- 1.3. Commencement Date: The date when the Contractor begins accepting Program Recyclables, which is July 1, 2020.
- 1.4. Commonwealth: The Commonwealth of Massachusetts acting by and through the Department of Environmental Protection.
- 1.5. Commonwealth Contract: The agreement, including the Commonwealth Terms and Conditions and the Standard Contract Form, between the Commonwealth and the Contractor setting forth the terms and conditions concerning Contracted Services, together with all exhibits, amendments, and attachments to such agreement.

- 1.6. Contaminant(s) or Contamination: Materials which do not meet the definition of Program Recyclables and are collected along with Recyclables Materials. Contaminants are included in the weight of inbound Program Recyclables.
- 1.7. Contract Manager: The individual designated in writing by the Contractor to represent it in all matters relating to the implementation of the Contract.
- 1.8. Contract Officer: The individual designated in writing by the Commonwealth to represent it in all matters relating to the implementation of the Contract.
- 1.9. Contracted Services: All services provided by the Contractor under the terms of the Commonwealth Contract.
- 1.10. Contractor: The entity that is party to the Commonwealth Contract to provide the Contracted Services, whether that be a corporation, firm, individual, joint venture, or any combination thereof, and including any subcontractors thereof.
- 1.11. Day: A calendar day.
- 1.12. DEP: The Department of Environmental Protection established pursuant to Massachusetts General Laws, Chapter 21A, Section 4, or its successor agency.
- 1.13. Designated Community: A municipality, solid waste district or other public entity executing a Designated Community Contract with the Commonwealth and the Contractor, by which terms the municipality, district or other public entity is entitled to bring Program Recyclables to the Facility.
- 1.14. Designated Community Contract: The agreement between the Designated Community, Commonwealth, and the Contractor setting forth the terms and conditions for Contracted Services, together with all exhibits, amendments, and attachments to such agreement.
- 1.15. Designated Hauler: The entity identified by the Designated Community to transport and deliver Program Recyclables to the Receiving Facility on behalf of the Designated Community.
- 1.16. Dual Stream: A method of collecting and delivering Recyclable Material whereby Recyclable Containers and Recyclable Paper are kept separate.
- 1.17. Effective Date: The date as defined in the Commonwealth Contract.
- 1.18. Facility Manager: The individual(s) designated in writing by the Contractor to represent it in all matters relating to operation and management of the Receiving Facility and Processing Facility.
- 1.19. Hazardous Waste: Hazardous waste as defined or classified as a "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant," or "toxic pollutant," or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended ("RCRA"); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended ("Chapter 21C"); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended ("Chapter 21E"); (E) any other federal, state, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or

(F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

- 1.20. Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.21. Load: Recyclable Materials in one truck or one container delivered to the Receiving Facility(s)
- 1.22. MRF Advisory Board or MAB: The group of representatives from Designated Communities that advises, represents and coordinates joint activities of Designated Communities and helps ensure effective recycling outreach and education.
- 1.23. Process and Processing: Actions taken by the Contractor subsequent to Receiving Program Recyclables to convert Program Recyclables into Recovered Materials and market Recovered Materials. To the extent applicable, Processing includes transportation of Program Recyclables from a Receiving Facility to a Processing Facility.
- 1.24. Processing Facility: The facility or facilities designated by the Contractor and approved by the Commonwealth to Process Program Recyclables and market Recovered Materials.
- 1.25. Processing Fee(s): Payment by Designated Communities to the Operator pursuant to Article 6.
- 1.26. Program Recyclables: Recyclable Materials from Designated Communities.
- 1.27. Receive and Receiving: The means by which the Contractor weighs, manages unloading, and inspects Program Recyclables at the Receiving Facility.
- 1.28. Receiving Facility: The facility or facilities designated by the Contractor and approved by the Commonwealth to Receive Program Recyclables. As of the date hereof, for Single Stream Recyclable Material the Receiving Facility is at 203 Tremont St, Springfield, MA 01104 and for Dual Stream Recyclable Material the Receiving Facility is at 84 Birnie Ave., Springfield, Massachusetts.
- 1.29. Recovered Material: Program Recyclables which have been processed into marketable form.
- 1.30. Recyclable Containers: Metal cans, foil, plastic bottles, jars, tubs, and jugs, clear plastic hinged containers (clamshells), clear plastic cups, clear plastic egg cartons, gable-top and aseptic cartons, and glass bottles and jars, including labels and caps. The list of Recyclable Containers may be expanded or reduced from time to time as determined jointly by the Commonwealth, the Contractor, and the MAB.
- 1.31. Recyclable Material: Recyclable Containers and Recyclable Paper delivered as either Single Stream or Dual Stream materials.
- 1.32. Recyclable Paper: Paper, magazines, catalogs, greeting cards, gift wrap (excluding foils or metallic gift wraps), calendars, paperback books and phonebooks (including covers), corrugated cardboard, paperboard, and clean pizza boxes, including paper clips and staples. The list of Recyclable Paper may be expanded or reduced from time to time as determined jointly by the Commonwealth, the Contractor, and the MAB.
- 1.33. Residue: The portion of Program Recyclables accepted by the Contractor that is not converted to Recovered Material.

- 1.34. Revenue Share Payment(s): Payment by the Operator to Designated Communities pursuant to Article 6.
- 1.35. Revenue Share Percent: The percent of the Average Market Value to be credited by the Contractor to Designated Communities for Program Recyclables.
- 1.36. Single Stream: A method of collecting and delivering Recyclable Material whereby Recyclable Containers and Recyclable Paper are all mixed together.
- 1.37. Shutdown: Any time in which the Contractor is unable to Receive or Process Program Recyclables according to the provisions of the Commonwealth Contract.
- 1.38. Solid Waste: Solid waste as defined in 310 CMR 19.000.
- 1.39. Specifications: The condition of acceptable Program Recyclables: acceptable Program Recyclables must not contain more than 15% Contamination and any Hazardous Waste. Recyclable Containers shall not be contained in a bag or sufficiently soiled with food waste such that the item may not be marketable. Recyclable Paper shall not be contained in a plastic bag, sufficiently soiled, or saturated with liquid such that the item may not be marketable.
- 1.40. Ton: 2,000 pounds.
- 1.41. Uncontrollable Circumstances: An act of God or other cause factually beyond the control and without the fault or negligence of the party affected by the Uncontrollable Circumstance. A subcontractor's failure to perform, commodity market fluctuations, or product availability shall not be deemed factually beyond the Contractor's control. Uncontrollable Circumstances shall include changes in Applicable Law.

## **Article 2. Term of Contract**

This Contract represents the full agreement between the Designated Community, the DEP and the Contractor and supersedes any and all previous contracts between the parties.

### **2.1 Effective and Commencement Dates**

2.2 The Effective Date shall be the date this Contract is executed by an authorized signatory of Commonwealth, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later. The Commencement Date is the date when the Contractor begins Receiving Program Recyclables, which is July 1, 2020.

2.2.1 The initial term of this Contract shall be for a period of five (5) years from the Commencement Date terminating on June 30, 2025 or at such earlier time should the Commonwealth Contract be terminated in whole or with respect to Dual Stream services.

### **2.3 Early Termination**

The Contractor may terminate this Contract in whole or in part upon written notice to the Commonwealth under the following circumstances. Notice must be given within ninety (90) days after the event allowing notice to be given occurs.

- (i) If by no later than 150 days prior to the commencement of the initial term or any subsequent renewal term, Designated Community Contracts representing not less than

17,000 tons per year of Dual Stream Designated Community tonnage (“Minimum Dual Stream tonnage”) based on the tonnage provided by such Communities over the prior twelve (12) month period, have not been executed by the Designated Communities and the Commonwealth, Contractor may, at its sole discretion, terminate this Contract with respect to its obligations related to Dual Stream recycling. For the purpose of calculating the Dual Stream Designated Community tonnage, any community that switches to Single Stream shall have its annual tonnage from each prior year considered toward the Minimum Dual Stream tonnage in which case it shall not be counted toward the Minimum Single Stream tonnage.

- (ii) Notwithstanding paragraph 2.3 above, if at any time the Designated Community Contract is terminated for any reason and as a result thereof the Contractor determines that the Minimum Dual Stream Tonnage established in the Commonwealth Contract will not be met, the Contractor may, at its sole discretion, upon 180 day notice to the Commonwealth and the Designated Communities terminate this Contract with respect to the Dual Stream services so affected.

#### 2.4 Renewal Option

This Contract may be renewed for two (2) additional five (5) year terms upon the mutual concurrence of the DEP, the Designated Community and Contractor. The financial terms of the Contract as defined in Article 6 may be amended at the time of Contract extension by mutual consent of the DEP, the Designated Community and the Contractor in writing.

### **Article 3. Rights and Responsibilities of the Department of Environmental Protection (DEP)**

#### 3.1 Contract Oversight

The DEP has entered into the Commonwealth Contract requiring the Contractor to Receive and Process Program Recyclables. The DEP shall provide the Designated Community with relevant Contractor operational data upon request, within 30 days of such request, in accordance with the public records law, G.L. c. 66, s. 10.

#### 3.2 Public Education and Technical Assistance

The DEP shall assist the MRF Advisory Board and its designees, using the Public Education Fees, and/or the educational support contribution of \$10,000.00 annually made to the MAB pursuant to the Commonwealth Contract, to conduct public education and information efforts designed to ensure smooth operation and expand participation in the recycling program. The DEP shall provide up to two (2) representatives to the MRF Advisory Board.

#### 3.3 Dispute Resolution

In the event the Designated Community fails to comply with this Contract, the DEP shall first notify the Designated Community in writing of such failure and work with the Designated Community and the MRF Advisory Board to remedy the situation. In the event the Designated

Community is unable to remedy such noncompliance to the DEP's satisfaction, the DEP, at its sole discretion, may suspend or terminate the Designated Community's rights as a Designated Community.

#### **Article 4. Rights and Responsibilities of the Contractor**

##### **4.1 Receive and Process Program Recyclables**

The Contractor shall Receive and Process Program Recyclables meeting the Specifications and delivered to the Receiving Facility in accordance with the Commonwealth Contract. The Contractor shall refuse to accept and shall arrange for the removal of, at the expense of the Designated Community delivering (or causing to be delivered) such material, any Hazardous Waste delivered to the Receiving Facility.

The Contractor shall allow a Designated Community to discontinue delivering glass to the Receiving Facility upon approval by the Commonwealth and notice to Contractor. Once the Designated Community so notifies Contractor, if glass is included in the Program Recyclables delivered to the Contractor thereafter, the Designated Community shall not be entitled to the credit set forth in Article 6. The Designated Community may resume delivery of glass upon prior notice to the Contractor.

The Contractor may seek to temporarily dispose of or contract for temporary disposal of Program Recyclables with prior notification to DEP in accordance with 310 CMR 19.017(5)(b). If the DEP grants such exception to the disposal prohibition, the tons that are consequently disposed are considered Residue for the purposes of calculating the Average Market Value.

The Contractor shall allow a Designated Community to remove processed glass aggregate produced by the Contractor provided however that the Designated Community must notify the Contractor at least ten (10) days in advance that it intends to pick up such glass, the quantity of the glass desired and shall pick it up as approved and scheduled by the Contractor. The Designated Community shall receive a credit for each ton removed as described in Article 6.

##### **4.2 Option to Terminate**

In the event the Designated Community does not deliver all Program Recyclables collected by or on behalf of the Designated Community to the Receiving Facility according to its responsibilities under Article 5, or the Designated Community does not pay Processing Fees in accordance with Article 6.4 (unless otherwise expressly agreed to in writing between the Designated Community, the Contractor and the DEP), the Contractor may request that the DEP, after 30 days written notice to the DEP and to the Designated Community, terminate or suspend this Contract with the Designated Community.

##### **4.3 Receiving Hours**

The Contractor shall keep the Receiving Facility open to Receive Program Recyclables between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday, with the exception of Holidays. The Receiving Facility may close on Holidays that occur Monday through Friday, but shall be open on the following Saturday between 9:00 a.m. and 2:00 p.m. The Contractor shall coordinate with Designated Communities whose fleets do not operate on other Massachusetts

holidays (including but not limited to, Martin Luther King Day, Presidents Day, Patriots Day, Columbus Day, and Veterans Day) to Receive Program Recyclables on the Saturday following those holidays, as necessary. Should an Uncontrollable Circumstance prevent the Contractor from Receiving Program Recyclables, the Contractor shall notify the Contract Officer and Designated Communities within one (1) hour of such an event.

4.4 Ownership of Materials. The Contractor shall assume ownership of Program Recyclables upon acceptance of materials at the Receiving Facility except for materials rejected pursuant to Section 4.5. Notwithstanding the foregoing, (i) the Contractor shall not assume ownership of Hazardous Waste at any time whether or not such materials are rejected, and (ii) notwithstanding any transfer of ownership, Contractor shall have no obligation to protect the contents of any Program Recyclables which contain information protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

#### 4.5 Program Recyclables Load Rejection

The Contractor shall have the right to reject or downgrade Loads of Program Recyclables that are reasonably suspected to contain more than 15 percent of the Load by weight of Contaminants or any Hazardous Waste. If the Contractor intends to reject a Load of Program Recyclables, the Contractor shall comply with the following procedure:

4.5.1 The Facility Manager shall immediately, at the time of unloading, isolate the Load and notify the Designated Community and the Contract Officer, document the occurrence of such event by digital photograph or video, share such documentation with the Designated Community and the Contractor Officer, and hold the load for no more than two (2) hours to allow the Commonwealth and Designated Community to inspect the Load where such inspection shall not unduly impede or interfere with the operation of the Receiving Facility. If the Facility Manager and the Designated Community, or the Contract Officer acting on behalf of the Designated Community, mutually agree that the amount of Contaminants in a given Load exceeds 15% or contains Hazardous Waste the load will subject to provisions of 4.5.2.

4.5.2 Subject to Section 4.5.1. above, the Contractor shall, either:

(i) for loads with Contamination levels above 15%, charge the Designated Community \$120.00 per ton for all tons of Contamination greater than fifteen percent (15%) and accept and process the Load. The excess Contamination (that above 15%) shall not be subject to a Processing Fee or Revenue Share.

(ii) If the Contract Officer and Contractor agree that the entire load is contaminated to the extent that it cannot be processed, charge the Designated Community \$300.00 to reload the material or charge the Designated Community \$120.00 per ton for the entire Load and reject and dispose of the Load, provided however that the Designated Community shall be required to dispose of any Hazardous Waste at its sole cost and expense, unless otherwise agreed by Contractor. The Contractor shall make a reasonable

effort to provide the Designated Community with the cheaper rejected Load alternative. The rejected Load shall not be subject to a Processing Fee or Revenue Share.

By way of examples:

Five (5) ton Load contains 25% contamination and Contractor chooses to process the load. This is 10% or .5 tons more than allowed. The Designated Community shall pay Contractor (i) \$60.00 (.5 tons x \$120.00 per ton) for the excess Contamination; and (ii) shall pay processing fees and shall receive credit or payment for the AMV, if any, on 4.5 tons.

Five (5) ton Load is agreed to be contaminated to the extent that it cannot be processed, and the Load is rejected and disposed by the Contractor. The Designated Community shall pay Contractor \$600.00 (5 tons x \$120.00 per ton.)

Five (5) ton Load is agreed to be contaminated to the extent that it cannot be processed, and the Load is rejected and reloaded by Contractor. The Designated Community shall pay Contractor \$300.00.

The material disposal charge of \$120.00 per ton and the reloading fee of \$300.00 per load shall be increased every July 1 by 2.5%.

4.5.3 If the level of contamination cannot be mutually resolved by the parties, the dispute shall be resolved in accordance with Article 7 of the Designated Community Contract.

4.5.4 In the event the procedures outlined above are not followed, the Contractor shall manage the total weight of the Load according to Article 6 of the Designated Community Contract.

#### 4.6 Shutdown

4.6.1 Notification. As soon as it knows that a Shutdown will occur or has occurred, the Contractor shall, within one (1) hour, notify the DEP and the Designated Communities as to the reason for the Shutdown, what aspect of Contracted Services the Contractor is unable to provide, procedures that have been/will be implemented if necessary, and the timeline anticipated to resume regular operations.

4.6.2 Alternative Facilities. In the case of a Shutdown, it shall be the responsibility of the Contractor to locate an alternative facility or facilities as soon as commercially reasonable to ensure that Receiving and Processing of Program Recyclables is not unduly interrupted. Except in the event of Uncontrollable Circumstances, the Contractor shall be liable for all transportation, processing, marketing, disposal, and any other related costs which may be incurred by the Designated Communities in excess of Designated Community payments that would have been made under this Contract.

#### 4.7 Reporting and Invoicing

4.7.1 Monthly Report, Invoice and Payment. The Contractor shall submit a monthly report, processing fee invoice and Program Recyclable Revenue Share Payment to the Designated Community no later than the 15th day following the end of each calendar month. The report shall contain the following information for the subject month:

a. Tons of Program Recyclables, by material type, truck number, and date delivered by

the Designated Community.

- b. Certification signed by the Contract Manager that all Program Recyclables accepted by the Contactor were Processed and that all Residue and Contaminants were disposed in accordance with the Contract.
- c. Calculation of the financial balance forward from the previous month(s).
- d. Calculation and invoice for the Processing Fee for the Designated Community.
- e. Calculation of the Revenue Share Payment for the Designated Community. Any payments due the Designated Community will be issued in a method mutually agreed to by the parties.
- f. List of Rejected Loads from the Designated Community, including the date, truck number, the weight, the percent Contamination, and additional charges imposed.
- g. Any other information reasonable requested by the Commonwealth or Designated Community.

4.7.2 Annual Report. The Contractor shall submit an annual report to the Designated Community no later than the 15th day following the end of each calendar year. The reports shall contain the following information for the subject year:

- a. Tons of Program Recyclables, by material type, truck numbers and delivery dates, delivered by the Designated Community.
- b. Calculation of the Processing Fee for the Designated Community.
- c. Calculation of the Revenue Share Payment for the Designated Community.
- d. The number of rejected Loads, total weight, and total additional charges imposed for the Designated Community.
- e. Any other information reasonably requested by the Commonwealth.

#### 4.8 MRF Advisory Board Meetings

The Contractor shall, at the request of the DEP and the MRF Advisory Board, attend at a minimum, quarterly meetings of the MRF Advisory Board and report on Receiving Facility operations, recycling markets and revenue share payments.

4.9 Inability to Receive. In the event that the Contractor is unable to Receive Program Recyclables at any time during the Contract during normal Facility hours and except for situations caused by Uncontrollable Circumstances, the Contractor shall be liable for all transportation, processing, marketing, disposal, and any other related costs which may be incurred by the Designated Communities in excess of Designated Community payments that would have been made under this Contract.

4.10 Emergency Operations. If an Uncontrollable Circumstance disrupts the normal collection schedule of Designated Communities and causes the Commonwealth or Designated Communities to request the Contractor to accept unusual quantities of Program Recyclables or an abnormal delivery schedule, the Contractor shall, to the extent reasonably consistent with the Receiving Facility's capacity and labor conditions, use reasonable efforts to accommodate said request, provided

however that any significant additional costs incurred by Contractor shall be borne by the Designated Community.

**Article 5. Rights and Responsibilities of the Designated Community**

**5.1 Public Education Fees**

The Designated Community shall pay a public education fee each year to the MRF Advisory Board equal to \$0.05 per capita per year.

**5.2 Collection and Delivery of Program Recyclables**

5.2.1 Designated Hauler. The Designated Community annually shall provide its Designated Hauler(s) information to the Contractor and the DEP, including the name, email address, mailing address, and telephone number. The Designated Community shall notify the Contractor and the DEP of any change in the Designated Hauler(s) before said hauler(s) delivers the Designated Community's Program Recyclables to the Facility.

5.2.2 Contact Person. The Designated Community annually shall provide its recycling contact person information to the Contractor and the DEP, including the name, email address, mailing address, and telephone number. The Designated Community shall notify the Contractor and the DEP of any change in the recycling contact person.

5.2.3 Collection and Delivery of Program Recyclables. The Designated Community shall be solely responsible for the collection and delivery of all its Program Recyclables to the Receiving Facility in accordance with the provisions of this Contract and shall be solely responsible for all costs associated with such collection and delivery.

5.2.4 Change in Recycling Collection. Designated Community may change from Single Stream delivery to Dual Stream delivery during the term of its Designated Community Contract by executing a new Designated Community Contract, provided

(i) the Designated Community shall provide notice of not less than 180 days prior to such change and,

(ii) the Designated Community Contract shall be co-terminus with the remaining Dual Stream Designated Community Contracts

Designated Communities may not change from Dual Stream collection to Single Stream collection, without the express written consent of the Contractor, which consent may be withheld at the Contractor's sole discretion if such change results in Dual Stream Program Recyclables dropping below 17,000 tons annually.

5.2.5 Compliance with Law: The Designated Community, and if applicable, its Designated Hauler, shall comply with all applicable State, Federal, and local laws, and license and permit requirements concerning the collection, transfer, handling and delivery of Program Recyclables. The Designated Community, and if applicable, its Designated Hauler, shall comply with all Applicable Laws governing the safety and working conditions of its employees.

5.2.6 Terms and Conditions Affecting Delivery of Program Recyclables. The Designated Community acknowledges and understands that the Commonwealth Contract contains

provisions that define and limit the obligations of the Contractor to Receive and Process Program Recyclables. Therefore, the Designated Community's rights to deliver its Program Recyclables to the Receiving Facility, is subject to the following terms and conditions:

- a. The Designated Community shall work with the Contractor and the DEP to coordinate efficient delivery of Program Recyclables to the Receiving Facility.
- b. The Designated Community shall follow (and require any Designated Hauler to follow) all Receiving Facility rules, including safety rules.
- c. The Designated Community shall adopt an ordinance or bylaw, which requires its residents to separate Program Recyclables from solid waste.
- d. The Designated Community shall incorporate in any contract with its Designated Hauler a requirement that all Program Recyclables collected on behalf of the Designated Community by that hauler will be delivered to the Receiving Facility.
- e. The Designated Community shall not deliver Solid Waste or Hazardous Waste to the Facility.
- f. The Designated Community shall not eliminate materials from or add materials to the definition of Program Recyclables without the prior written consent of the DEP, which consent may be withheld in the DEP's sole discretion.
- g. The Designated Community shall not allow its Designated Hauler(s) to mix loads of Program Recyclables with Recyclable Material from non-designated communities.
- h. The Designated Community shall promptly remove any loads rejected pursuant to Section 4.5 from the Receiving Facility.

## **Article 6. Financial Terms**

### **6.1 Processing Fee**

Designated Communities will pay the Contractor for Program Recyclables based on a Processing Fee, multiplied by the Tons of Program Recyclables delivered to the Receiving Facility. The Processing Fee shall be:

July 1, 2020 through June 30, 2021: \$93.50

July 1, 2021 through June 30, 2022: \$95.84

July 1, 2022 through June 30, 2023: \$98.23

July 1, 2023 through June 30, 2024: \$100.69

July 1, 2024 through June 30, 2025: \$103.21

#### **6.1.1 Processing Fee Credit for Glass Free Program Recyclables**

Designated Communities that have been approved by the Commonwealth and can demonstrate to the Contractor that Program Recyclables are delivered to the Receiving Facility substantially free of glass shall receive a \$5 per ton credit toward their Processing Fee.

## 6.2 Recovered Materials Composition

Subject to Section 4.5, the Recovered Materials Composition contained in Exhibit 1 shall represent the composition of all Designated Community materials received during the term of the Contract, except to the extent loads are downgraded or rejected due to excessive Contamination or because they contain Hazardous Waste.

## 6.3 Revenue Share Payment/Charges

Each month the Contractor shall calculate the Average Market Value (AMV) in accordance with Exhibit 1. Contractor shall pay or charge the Designated Community based on the monthly AMV, minus the Processing Fee, then multiplied by the Tons of Program Recyclables delivered to the Receiving Facility by the Designated Community. If the AMV is less than \$0, the negative AMV shall be subtracted from the Processing Fee and the difference shall be multiplied by the Tons of Program Recyclables delivered to the Receiving Facility by the Designated Community. As an example, if the AMV is negative \$10.00 and the Processing Fee is \$145.00, the charge per ton is \$145.00 minus (-\$10.00) or \$155.00 per ton. If the AMV is greater than \$0 but less than the Processing Fee, the AMV shall be subtracted from the Processing Fee and then the difference is multiplied by the Tons of Program Recyclables delivered to the Receiving Facility by the Designated Community. If the AMV exceeds the established Processing Fee, the Contractor shall pay the Designated Community for Program Recyclables based on 70% of the monthly AMV amount above the applicable Processing Fee, multiplied by the Tons of Program Recyclables delivered to the Receiving Facility by the Designated Community.

## 6.4 Other Financial Terms

6.4.1 If the Contractor requests that the Designated Community deliver its Program Recyclables to a location other than a Receiving Facility as defined in Section 1.28 for reasons other than Uncontrollable Circumstances, the Contractor shall offer a reduction in the Processing Fee (or pay to Designated Community as the case may be) to offset any additional costs or inconvenience.

6.4.2 Where the value of glass is negative, and a Designated Community chooses to reclaim processed glass as set forth in Section 4.1, such Designated Community will receive a credit equal to the value of the glass as set forth in Exhibit 1 for the month prior to pick up, multiplied by the tons of glass removed by the Designated Community. Where the value of glass is positive, and a Designated Community chooses to reclaim glass, such Designated Community will pay the Contractor an amount equal to the value of the glass as set forth in Exhibit 1 for the month prior to pick up multiplied by the number of tons of glass removed by the Designated Community.

6.5 Timing of Payment: Where the AMV is less than the Processing Fee, the Designated Communities will be required to pay the Contractor based on the monthly invoice within 45 days from the date of invoice. Where the AMV is greater than the Processing Fee, Contractor shall pay the monthly Revenue Share to the Designated Communities based on the monthly payment report and in accordance with the Designated Community Contract within 45 days.

#### 6.6 Interest on Overdue Payments

All payments to be made under this Contract that are outstanding after the applicable due date shall bear simple interest at the maximum rate permitted by State law.

#### 6.7 Payment Disputes

If the Contractor or a Designated Community disputes an amount owed to the other party, such party shall: (i) give notice to the other party of such disputed amount together with sufficient information to allow the other party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due date. Interest at the maximum rate permitted by State law shall accrue from the original due date of disputed amounts, or the portions thereof, to the party which is ultimately determined to be entitled to such disputed amount (or any portions of such disputed amounts). Notwithstanding Article 7, the Contractor may withhold services to a Designated Community if a Designated Community has not paid an undisputed Processing Fee owed within 90 days after the due date described in 6.4, provided however that if a Designated Community fails to timely pay an undisputed Processing Fee more than one (1) time in any twelve (12) month period, the Contractor may withhold such services at its discretion without a 90 day waiting period.

#### 6.8 Material Change

Designated Community acknowledges that the Commonwealth Contract contains the following provision and that the Designated Community shall be bound by any amendments to the Commonwealth Contract made in accordance with this provision:

The parties acknowledge that the composition of Recovered Materials and Residue as set forth on Exhibit 1 reflect the agreement of the parties with respect to both the composition of the Recovered Materials and the corresponding processing fees, based upon the Program Materials accepted by the Contractor and the Recovered Materials marketed by the Contractor as of the date of this Agreement. In the event that a change in Applicable Law, an Uncontrollable Circumstance or a material change in market conditions occurs, including but not limited to, the lack of commercially reasonable market availability for Recovered Materials, changes in market specifications affecting the salability of Recovered Materials, changes affecting the recyclability of Program Recyclables or the marketability of Recovered Materials, or changes in the quantity, quality, type or composition of the Recovered Materials, (each a "Material Change"), and has the effect of materially altering the terms of this Contract or the Designated Communities Contract, or preventing or precluding compliance with one or more provisions of this Contract, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Contract, including profits of the Contractor and the fees charged or revenues paid to the Designated Communities under the Designated Community Contracts, the party detrimentally affected by a Material Change (or the Commonwealth in the case of the Designated Communities) shall so notify the other party and request amendment to this Contract accordingly. The parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Contract or the terms of the Designated Communities Contract that reflect the extent to which the provisions hereof are modified to

reasonably compensate the party detrimentally affected and the parties shall amend this Contract and/or the Designated Community Contract to the extent of any mutually agreed upon revisions.

**Article 7. Dispute Resolution**

In the event of a dispute arising under this Contract, the Commonwealth and the Contractor shall continue performance of their respective obligations under this Contract and attempt to informally resolve such dispute in a cooperative manner. Any actions arising out of the Contract shall be governed in accordance with the Commonwealth Terms and Conditions.

The Commonwealth shall work with Designated Communities and the Contractor to resolve disputes that may arise between Designated Communities and the Contractor with regard to the service provided under this Contract. The Commonwealth, at its sole discretion, may suspend, modify or terminate a Designated Community's rights to utilize the Facility.

**Article 8. Amendments and Modifications**

Subject to Section 6.8, this Contract may not be amended except by mutual agreement of the Designated Community, the Contractor and the DEP in writing. Such amendment(s), when mutually agreed upon by and between the Designated Community, the Contractor and the DEP, shall be incorporated into this Contract by written amendment, and executed in the same manner by the signatories hereto.

The DEP, the Designated Community and the Contractor acknowledge and agree that the Massachusetts Legislature has the authority to make comprehensive changes in solid waste management legislation and funding of DEP activities, and that these and other changes which mandate certain actions or programs may require changes or modifications to this Contract. The parties to this Contract agree to enter into good faith negotiations to reach mutual agreement regarding modifications to this Contract required by any subsequent legislation or regulation.

**Article 9. General Provisions**

**9.1 Indemnification**

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Designated Community, its volunteers, the Commonwealth of Massachusetts, including the DEP, and the agents, officers and employees of the Designated Community, the Commonwealth of Massachusetts and the DEP, against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State or Designated Community may sustain to the extent caused by the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the DEP, the Commonwealth or the Designated Community. After prompt notification of a claim by the Commonwealth or the Designated Community, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Commonwealth shall not be liable for any costs incurred by the Contractor arising under this section. Any indemnification of

the Contractor shall be subject to appropriation and Applicable Law. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

## 9.2 Severability

If any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

## 9.3 Governing Law and Venue

The laws of the Commonwealth of Massachusetts shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract shall be held and solely maintained in the Commonwealth of Massachusetts.

## **Article 10. Notice**

All notices given under this Contract by the Designated Community shall be deemed properly served if delivered in writing to:

Mr. Steven Ellis  
Massachusetts Department of Environmental Protection  
436 Dwight Street  
Springfield, MA 01103

WM Recycle America, L.L.C.  
1001 Fannin Street  
Houston, TX 77002  
Attn.: President

With a copy to:  
WM Recycle America, L.L.C.  
4600 N. Port Washington Road  
Milwaukee, WI 53212  
Attn.: Law Department

## **Article 11 Uncontrollable Circumstances.**

Upon notification to the other parties, no party shall be deemed to be in breach when prevented from performing its obligations hereunder due to Uncontrollable Circumstances for so long as such Uncontrollable Circumstances continue. The obligations of a party shall resume as soon as the cause for the delay or failure ends.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts, acting by and through its Commissioner of the Department of Environmental Protection, the Designated Community, and the Contractor have hereunto set their hands and seals:

I certify that I am duly authorized to enter into this Contract on behalf of:

**COMMONWEALTH OF MASSACHUSETTS  
Department of Environmental Protection**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

**DESIGNATED COMMUNITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title:

**Exhibit 1: Composition and Average Market Value of Recovered Materials**

1. The percentages used to calculate the Average Market Values (AMV) are estimates of the Recovered Material composition of Single Stream and Dual Stream Program Recyclables and Residue.
2. The Recovered Material composition percentages in Table 1 and Table 2 shall be used for Dual Stream and Single Stream Program Recyclables, respectively.
3. The Contractor shall calculate the AMV each month.
4. The commodity market indices utilized in Table 1 and 2 are intended to reflect the average market value, in the northeastern United States, of Recovered Materials. PS means the average of the prices for the appropriate grade of material published at <http://recyclingmarkets.net/secondaryfiber/index.html> for the Northeast Region first dated price each month, retroactive to the first of the month. SMP means the average of the prices for the appropriate grade of material published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the Northeast (New York) Region, first dated price each month, retroactive to the first of the month.
5. Glass and Dual Stream Commingled Plastics are based on Actual Value. Actual Value means the average price paid to or charged to the Processing Facility during the month of delivery, less any freight or other charges paid to third parties.
6. The Residue Fee in Table 1 and 2 shall initially be \$80.00/ton and shall be increased 2.5% annually on July 1 each year.
7. Within thirty (30) days of execution of this contract, the Contractor shall pay for two (2) subscriptions to applicable indices, or a substitute subscription in accordance with paragraph 9 below, for the Commonwealth and provide the user name and password for each subscription to the Commonwealth.
8. If at any time during the term of the Contract, applicable indices no longer posts or otherwise provides the applicable market indices or if such indices do not accurately reflect the value of such materials, then the Contractor and the Commonwealth shall jointly select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information. A change in the market indices used shall become effective on the first day of the month following joint agreement and for the remainder of the Contract, or until subsequently replaced.
9. The Revenue Share Payment formula provided in Article 6 shall be used for calculating payments and charges to Designated Communities throughout the term of the Contract.

TOWN OF LONGMEADOW	628	1,077	1,705
TOWN OF MIDDLEFIELD	14	16	30

## CY17 Springfield MRF tonnage

COMMUNITY	Containers	Paper	Total
TOWN OF MONTAGUE	233	322	554
TOWN OF MONTEREY	48	72	120
TOWN OF MONTGOMERY	25	29	54
TOWN OF MT WASHINGTON	11	12	23
TOWN OF NEW SALEM	37	42	78
TOWN OF NORTHFIELD	87	132	219
TOWN OF OTIS	71	88	160
TOWN OF PALMER	71	108	179
TOWN OF PLAINFIELD	20	27	46
TOWN OF ROWE	17	29	45
TOWN OF RUSSELL	28	44	72
TOWN OF SANDISFIELD	30	36	66
TOWN OF SHEFFIELD	88	108	196
TOWN OF SHELBURNE	45	73	118
TOWN OF SHUTESBURY	84	107	191
TOWN OF SOUTH HADLEY	548	879	1,427
TOWN OF SOUTHAMPTON	136	231	368
TOWN OF SOUTHWICK	162	253	415
TOWN OF STOCKBRIDGE	113	154	266
TOWN OF TOLLAND	18	21	39
TOWN OF WARWICK	32	31	63
TOWN OF WASHINGTON	15	21	36
TOWN OF WENDELL	42	51	92
TOWN OF WEST STOCKBRIDGE	49	92	140
TOWN OF WHATELY	41	71	112
TOWN OF WILLIAMSBURG	79	127	206
TOWN OF WORTHINGTON	42	56	98
<b>2017 TOTALS</b>	<b>7,232</b>	<b>11,290</b>	<b>18,519</b>

# Dual Stream Recycling Roundtable

2020 Springfield MRF Contract Discussion

# Discussion Topics

## ▶ Making it work

- ▶ Cost Saving Strategies
- ▶ Funding Strategies
- ▶ Risks
- ▶ Rewards

## ▶ Breaking Away

- ▶ Options for Containers
- ▶ Options for Paper
- ▶ Risks
- ▶ Rewards

# Making it work: Cost Saving Strategies

## ▶ Remove glass from the container stream

- ▶ Glass is 50% of container stream weight
- ▶ Must bring glass to DEP approved facility (none yet identified)
- ▶ Option of purchasing or renting roll off for glass collection
- ▶ Opportunity for local municipality to become regional glass processing facility
  - ▶ Two Eastern Massachusetts communities have initiated programs (Dennis & Groton)
  - ▶ Tip fees are charged. Can require participating municipalities to take back processed glass for use in construction projects.
  - ▶ DEP grant money available for equipment purchase
  - ▶ If interested, contact Brooke Nash at DEP ([brooke.nash@state.ma.us](mailto:brooke.nash@state.ma.us) or 617-292-5984)

# Making it work: Cost Saving Strategies

## ▶ Reduce hauling costs by employing compactors

- ▶ Can reduce number of hauls by 25%-50%
- ▶ Compact paper
- ▶ Compact containers
  - ▶ With or without glass
- ▶ RDP awards may be used to purchase compactors
- ▶ Other DEP grants are available to fund paper compactor purchases

## ▶ Others?

# Making it work: Funding Strategies

- ▶ Use Recycling Dividends Program (RDP) grant money to offset costs over \$50/ton
- ▶ Establish recycling revolving fund
  - ▶ Support with MRF profit sharing (through June 2019) and income from metal and battery recycling
- ▶ Implement or increase transfer station or service access fees
- ▶ Increase pay-as-you-throw (PAYT) bag fees
- ▶ Institute annual recycling surcharge (allows annual variability as markets change)
- ▶ Others?

# Making it work: Risks

## ▶ Minimum tonnage requirements

- ▶ We don't know what will happen if they are not met
- ▶ There is a chance that they will accept less, but we can't count on it
- ▶ *Even if you plan to sign the MRF contract, you should have a Plan B*

## ▶ Market volatility (difficult to predict)

- ▶ If the market stagnates at September 2019 average market value (AMV), we would have a \$23 offset
- ▶ Should market values improve, we will enjoy a larger offset
- ▶ If market falls and AMV becomes negative, we will pay an additional per ton fee

## ▶ Others?

# Making it work: Rewards

- ▶ No change in location, operator (Waste Management Recycles America)
- ▶ Cost predictability
- ▶ Dual stream (DS) processed at DS facility
  - ▶ Clean dual stream paper retains its higher market value
- ▶ MRF Advisory Board & Mass DEP support/advocacy
- ▶ Security of contract
- ▶ Collective bargaining power
- ▶ Consistent Western Mass educational message (via MRF Advisory Board)
- ▶ Others?

*Note: These benefits were generated from participants at 11/21/2019 Roundtable Discussion (Northampton)*

# Breaking Away: Options for Containers

## ▶ *Container recycling options*

### ▶ Direct-to-MRF

- ▶ Bring to Birnie Avenue facility outside of Springfield MRF contract (via special, non-contracted arrangement with Waste Management Recycles America)
- ▶ Single stream MRF facilities exist in Hartford CT, Avon, Billerica, Auburn, and Pownal, Vermont.

### ▶ Transfer station-based disposal

- ▶ Bring to regional transfer station that will ship to a processing facility (none yet identified)

### ▶ Separate glass & take to glass crushing facility

### ▶ Separate steel and aluminum cans for scrap metal recycling

### ▶ Northeast Resource Recovery Association (NRRA) offers marketing services for its members (population-based membership fee)

### ▶ Others?

# Breaking Away: Options for Paper

## ▶ *Paper recycling options*

### ▶ Direct-to-Processor

- ▶ Sonoco (Holyoke)

- ▶ Potential exists, but further investigation is needed, for Erving Paper Mill (Erving), and The Newark Group (Fitchburg)

### ▶ Direct-to-MRF

- ▶ Single stream MRF facilities exist in Hartford CT, Avon, Billerica, Auburn, and Pownal, Vermont

### ▶ Transfer station-based disposal

- ▶ Bring to regional transfer station that will ship to a processing facility (none yet identified)

- ▶ Northeast Resource Recovery Association (NRRRA) offers marketing services for its members (population-based membership fee)

- ▶ Others?

# Breaking Away: Risks

## ▶ Risks

- ▶ Loss of predictability, increased risk
  - ▶ month to month market value fluctuations make planning difficult
- ▶ Self-administered programs require more time & effort (to seek/negotiate/monitor best price and location for your material)
- ▶ Hauling costs **will** increase as haul distances increase
- ▶ We will lose our collective bargaining power
- ▶ Clean dual stream paper handled at a single stream facility is at high risk for contamination during processing (reduces market value)
- ▶ Others?

# Breaking Away: Rewards

## ► Rewards

- Tip fees lower than \$93.50/ton (minus average market value or AMV) likely to reap significant savings
- If market rebounds quickly (<5 years) and stays robust, we could experience significant savings as demand for clean material increases
- Others?

Next Steps...



Andrea Miles, Chair  
Jeff Cyr, Vice-Chair  
Christopher Geraghty, Clerk  
Sarah Etelman  
Bruce Forcier

Michael J. Sullivan  
Town Administrator

November 27, 2019

Honorable Selectboard,

Please accept the abridged accounting of projects and events related to our collective effort on your behalf. It is a time of year where things start to accelerate, as the days draw shorter the projects seem to come out the darkness.

Thank you for your support and guidance!

**Special Town Meeting;** Thank you for your leadership and civility at the most recent STM. There was generous discussion on a number of topics and polite civic discourse which added positively to this unique form of government.

There were several projects we are anxious to get started on forthwith, such as the street acceptance, firewall device and the owner unknown/land of low value projects. Again, thank you for your support!

**Census 2020;** Department managers and key staff were called together for a working lunch on Nov. 21 to learn about, and more importantly brainstorm about, Census 2020. There is rarely a grant program from the state or federal government which does not rely on the decennial census data making this a crucial every ten year exercise.

It is important we do everything we can to make sure we count every single person in South Hadley. “Undercounts” impact us in numerous ways, but particularly when the town is seeking its share of funding for the underserved portion



of the community. This population also is the most resource intensive portion of the population.

We will be developing a strategy for South Hadley Census 2020, led by Town Clerk Hamlin. It will kick off on April 1 (no fooling) 2020. We will use both a scatter shot approach, by fully utilizing any and all traditional methods to inform the public, and by using “targeted” methods through events at grocery stores, the library, transfer station, Concerts on the Commons and other events throughout the town.

We will also be reaching out to Town Meeting members (again), boards/committees, churches, Chamber of Commerce, businesses, landlords, condo associations, the Lions, Rotary, on-line groups or any other entity who can help in this mammoth effort.

Anyone who is willing to help please contact Administration or the Town Clerk’s Office and we will line them up with an appropriate task for March through August. People can also apply on-line to be a “Census Taker” by going to the US Census website.

**Financial Policies;** I would thank Zack Blake and Melissa Ordway from the Massachusetts Department of Revenue for visiting us recently to start a foundation for establishing updated policies for the Town of South Hadley.

Town Accountant William Sutton, Treasurer Collector Donna Whitely, Deputy Administrator Jennifer Wolowicz and I were able to spend some time reviewing what we already have in place and where we thought we may have some weakness. Ms. Ordway was duly impressed with our **award-winning** website and pointed to much of the valuable information contained on the site.

The primary areas we would like to strengthen is setting annual levels for funding trust and stabilization accounts, defining the goals and reasoning for those funds and looking at the best ways to protect ourselves from ransomware and other cyber actors. Both DOR officials were complementary on what we have done and where our reserve funding is presently. They suggested we continue to be “conservative” throughout our budgeting.

**MPIC Update;** I recently met with Nate Therrien and Judy Gooch from MPIC. They are deeply involved in the Master Plan Update. The process seems to be going along at a reasonable pace.

There will be some changes as to the annual audit process and MPIC would like to come into a future meeting to discuss those changes and how it may affect the SB or other board/committees.

While this work is very tactile work MPIC is very much up to the task. This group led by Judy and Nate provide great counsel to me every time we meet, I appreciate their commitment.

Hampshire Christian Academy; I need to make you aware about an arrangement made of which there seems to be no copy available. Essentially, I am told the DPW accepted the responsibility for plowing the lot on Ferry Street in return for citizens being allowed to park in said lot.

As altruistic as this may seem on the surface, it is not legal for a municipality to expend taxpayer dollars on private property. Therefore, we will no longer be able to plow the lot. I did speak with Marvin Hayle from the private faith-based organization and informed him we would no longer be able to plow.

We discussed further some options about licensing or the "town" accepting back the parking. Any of those options cannot be executed in time for this winter and would all have to discuss further and approved by Selectboard and or Town Meeting. I have reviewed this with Town Counsel and they will be crafting an opinion.

Again, congratulations to Kristin Maher and Jamie Doolittle for their website award from MMA! Yeah nerds! Kidding ...sort of.

Happy Thanksgiving.

Respectfully submitted,

Michael J. Sullivan
Town Administrator, South Hadley

