



## **Programs & Services Committee Report**

### **City of Newton** **In City Council**

**Wednesday, June 22, 2016**

Present: Councilors Rice (Chair), Leary, Auchincloss, Hess-Mahan, Sangiolo, Rice, Schwartz, Baker and Kalis

Also Present: Councilors Crossley, Albright, Gentile, Fuller, Lennon, Brousal-Glaser, Danberg, Lappin, Lipof and Laredo

City Staff: Bob DeRubeis (Commissioner, Parks & Recreation), Jim McGonagle (Commissioner, Public Works), Shane Mark (Director of Operations, Public Works), Carol Schein (Open Space Manager), Alice Ingerson (Community Preservation Manager), Elaine Gentile (Beautification Director), Karyn Dean (Committee Clerk), Nadia Khan (Committee Clerk)

#### **Referred to Programs & Services, Public Facilities and Finance Committees**

- #357-15**      **Request for CPA funding for the Newton Highlands Playground**  
**COMMUNITY PRESERVATION COMMITTEE** recommending the appropriation of two million five hundred thousand dollars (\$2,500,000) from the Community Preservation Fund's open space and general reserves or fund balance to the Parks & Recreation Department, for the rehabilitation of the Newton Highlands Playground at Winchester and Dedham Streets, as described in the proposal submitted to the Community Preservation Committee in November 2015. [12/15/15 @ 12:32 PM]
- Action:**      **Public Facilities Approved 8-0**  
                 **Approved 8-0**

**Note:** The Public Facilities and Programs & Services Committees met jointly on this item. Please see the June 22, 2016 Public Facilities report for the details of the discussion. Both Committees voted unanimously to approve this item.

- #31-15**      **Proposing an ordinance to limit leaf blower use**  
**PROGRAMS & SERVICES COMMITTEE** proposing an ordinance to limit the use of leafblowers. [01/26/15 @ 2:20 PM]
- Action:**      **Held 8-0**

**Note:** Chair of the Committee, John Rice explained that he would like the Committee to take up the leaf blower items at the first Programs & Services meeting in September. He would like to gather feedback and comments from the rest of the City Council over the summer and come to a consensus in Committee at that September meeting. The goal is to minimize the amount of discussion on the floor of the City Council.

Councilor Hess-Mahan said that the Mayor had expressed to him that he was considering vetoing the proposed ordinance and was strongly in favor of forming a task force to include various stakeholders. Councilor Hess-Mahan was not sure where that stood at this point. He also noted that the administration was concerned with the waiver provision in the proposed ordinance and that their office might be overwhelmed by waiver requests including those from City departments.

Councilor Sangiolo said she also had a conversation with the Mayor and it was her understanding that he was not intending to veto it. He would like to have a meeting with the stakeholders, however. Some Committee members felt that if the Mayor was interested in forming a task force of stakeholders that should have happened a year ago. This issue has been in discussion in Committee for well over a year now and the Committee needs to move forward with the work they have done on the proposed ordinance and bring it to a vote.

#### Parks & Recreation

Commissioner of Parks & Recreation, Bob DeRubeis joined the Committee. He explained that his department would not be looking for waivers from the Mayor's office. He strongly felt that whatever is being asked of the residents and businesses should be asked of the City. The only circumstance in which he could anticipate needing a waiver would be an extreme weather event such as a hurricane or severe windstorm. There is, however, an emergency provision in the ordinance for those types of situations and would be separate from a more routine waiver request.

The Committee had asked Commissioner DeRubeis to provide some information that might demonstrate what the financial impact might be on the City if the proposed ordinance were put into effect. He explained that gathering the financial information has been more difficult than he had anticipated. While he can provide a range of numbers, he has not been able to accurately pinpoint exact amounts.

He noted that three divisions in the Parks & Recreation Department are impacted by leafblowers:

**Forestry:** The Director of Urban Forestry anticipates an increase to the budget of 10%-15% in the forestry division. Crews clean up sites with leaf blowers when a tree is taken down so they can quickly move on to the next site. Blowers are also used for pruning and other tree work.

**Maintenance:** The impact on this division would be primarily in leaf removal. The Commissioner asked several landscaping contractors to provide estimates to do the same work without the use of the leaf blowers during the prohibited times and dates. Those estimates have varied extremely widely. Some have said there would be no change at all in their costs while another vendor anticipated the costs would go up by 400%. The Commissioner does not think either of those estimates is reasonable, however, he is not sure where on the spectrum the true costs might actually fall.

The bids are for three years with one year to start and renewable for two more years. If a contractor bids a certain amount for the first year but then realizes the work could not be done for

that cost, the next year's bid would likely be higher. The Commissioner said this would be problematic because he would not have that overage in his budget since the budget is based on that first year's bid.

Committee members reminded the Commissioner that leaf blowers can still be used under the proposed ordinance during the times of year when the majority of the leaves are falling or are on the ground. It was difficult to understand why the costs would go up significantly since the majority of leaf removal would not be impacted by this ordinance. The Commissioner said there can be leaf removal that might fall outside the bounds of the ordinance depending on weather, but agreed that the majority of the time, leaf blowers could be used when they are most needed. He noted that he explained this to the contractors as well. A Committee member pointed out that the bid specifications will spell out exactly what is allowed and when, and that should help contractors come up with reasonable and competitive bids that should not have to change significantly from year to year.

Commissioner DeRubeis said he would have to meet with the contractors and carefully go over the specifics of the ordinance and how it might impact the work. If that gets sorted out more, they might find the costs will not be as high as they might have anticipated. He did note that all the contractors are out of compliance with the current noise ordinance and would continue to be with the new leaf blower ordinance because they use equipment above 65dB. It is in the contract going forward that vendors must use the 65dB machines. The Committee asked that he work on getting those more specific numbers and how they relate to each of the divisions.

**Beautification:**

The Commissioner reported that the Beautification division would be the most impacted by the proposed ordinance. The crews are in the village centers before 6:00am to clean them and they use leaf blowers. They need to be in the village squares early before people start coming to work and shop. Elaine Gentile, Beautification Director, explained that the crews blow the debris into the streets and then the street sweepers come along after to pick up that debris. The crews would not be able to do this work later in the day when the villages are occupied as it would be extremely disruptive. Also the debris would not be picked up by the street sweepers at that time. She stated there would not be enough time to do the work without the use of the blowers and the overtime costs would be exorbitant. The Commissioner anticipated these costs would run into 6 figures if the work had to be done with brooms and other non-motorized equipment.

Ms. Gentile said the beautification crews are in each village center at least twice a week. She has two, two-man crews with one member of the crew operating the leaf blower and they try to be as efficient as possible. She also has a working foreman who may or may not be with the crew. Between vacation, sick time, holidays etc., she may not have complete crews to do the work which makes things even more difficult. She agreed that the work the crews are doing right now is out of compliance with the current noise ordinance as they begin work at 5:00 or 6:00 am which is an hour or two earlier than the allowed time. Between starting the work later, and losing the machinery, she agreed that the overtime costs would be extremely high.

The Commissioner and Ms. Gentile have done a bit of research on alternate equipment and found what could be a viable option in sidewalk “sweepers” which are similar to street sweepers. The machines have a vacuum attachment as well and could accomplish the kind of clean up that is necessary in the village squares. There are a variety of models that vary in size and accessories and they would need to carefully choose the right model. The units can range from \$15K-\$30K. He and Ms. Gentile will continue to look into the machinery and provide performance criteria and cost estimates at the September meeting.

Committee members pointed out that the sidewalk sweepers are probably just as loud or louder than 65dB and that would just be trading one piece of noisy equipment for another. Councilor Sangiolo looked them up and found that some run at 77dB or more.

A Councilor said she has never heard a complaint relative to leaf blower noise in the early morning hours in the village centers. She also said she has observed street sweepers coming before the crews blow the debris into the street. Ms. Gentile said when she was in charge of the sweepers she would coordinate those efforts by getting the crews out even earlier, maybe 4am, and then have the sweepers come a little later. That coordination is more difficult now because the street sweepers are no longer under the Parks & Recreation Department’s control.

A Councilor said he wasn’t sure it was fair to calculate all this cost and attribute it to this ordinance. The ordinance changes the allowable times slightly but Parks & Recreation is already operating outside the current time limits. This ordinance is not changing whether the beautification efforts can be done at 6am or not – that is happening now. If the Department decided to abide by the current noise ordinance, then the proposed ordinance may add some small cost, but it’s not the “fault” of this leaf blower ordinance that they are currently working outside the current noise ordinance.

#### Next Steps

The Committee will meet in September and the Commissioner and Ms. Gentile will provide the requested information then.

The Committee voted to hold this item.

**#31-15(2) Amend Noise Ordinance restrictions for yard maintenance equipment**  
THE PROGRAMS & SERVICES COMMITTEE requesting to amend *Chapter 20-13, Noise Control*, relative to time restrictions on the use of yard, garden or grounds maintenance equipment. [03/19/15 @ 12:14 PM]

**Action:** Held 8-0

**Note:** Please see note above. The Committee voted to hold this item.



**Referred to Programs & Services and Finance Committees**

**#31-15(4) Amend Chapter 20 Section 51 Civil Fine for Littering to Include Yard Waste**  
PROGRAMS & SERVICES COMMITTEE requesting that the City of Newton Ordinances Chapter 20, Section 51, Depositing of Litter, be amended to include leaves, yard waste, and other similar material, and that civil fines be associated with violations of the section and added to Chapter 20, Section 21. [03/24/16 @1:41 PM]

**Action: Held 8-0**

**Note:** Please see note above. The Committee voted to hold this item.

**Big Belly Trash Compactor Discussion**

The Committee had invited Commissioner DeRubeis and Elaine Gentile for an update on the Big Belly Trash Compactor installation. Some issues had been raised during budget discussions.

Commissioner DeRubeis explained that there are 170 units placed throughout the City. Each unit contains a trash receptacle and a recycle receptacle. In the village centers, all the trash receptacles have compacting capabilities but not all units throughout the City do. None of the recycling units have compacting capability. All of the units have GPS which allows the department to track and keep statistics. The GPS shows how many gallons are contained in it, which units are being used more and less, etc. Big Belly wanted all the units to be bolted down and immovable after installation. The department did not want that as they felt they might need to make some changes after a trial period and negotiated that provision. They were also concerned that the sidewalks would be undermined by the installation and future possible removal.

The 170 units have replaced 500 barrels (that number includes both trash and recycling barrels) and that requires a cultural shift and change in behaviors. There needs to be an education and public relations component to ensure a successful program. The Big Belly concept was brought forth by the former Commissioner of Public Works, Dave Turocy. When the Beautification Division was moved to Parks & Recreation, the Big Belly contract was already in place and the sites were chosen, but the specific locations on each site had not yet been determined. Ms. Gentile has spent a significant amount of time working with staff and Big Belly to determine the best locations.

There have been some complaints from Weeks, Commonwealth Avenue and a couple other locations. At Weeks, there was one unit on the tennis courts and one on Paul Street. The decision was made to place a third unit at Haywood Road which helped calm some of the concerns. Four Big Belly units will also be added along Commonwealth Avenue. Some of the conservation area sites were problematic like Dolan Pond, Houghton Garden and Edmonds (a passive recreation area). All those sites previously had barrels and much of the waste was dog waste. The City has now contracted with a company, Doody Calls, which picks up dog waste. It was determined that 30 32-gallon dog waste barrels were necessary and those will be placed around the City. Included would be the sites that were mentioned. The company will still pick up the waste if someone accidentally throws regular trash in there as well.

The dog waste bins will be labeled “Pet Waste Only” and they will be bolted to street signs. The ones on the conservation areas will be attached to posts.

The Commissioner noted that it is difficult changing people’s behaviors as they have gotten very used to having barrels in certain locations. He has had to speak with the various leagues that play on the fields and tell them they have to clean up after themselves. Some leagues already make sure they have someone responsible for that, but they need all groups to clean up and not leave trash behind. Everyone needs to be aware of the “carry in, carry out” philosophy. They have found that when no barrels are on site, some people just leave their trash on the ground.

A Councilor was concerned that there was no educational programming done prior to the roll out of the installation. That could have gone a long way in easing residents into the new locations and adapting their behaviors. The lack of preparation was problematic. There should have been signage and other types of outreach particularly with a new “carry in, carry out” policy. People should know better but the lack of communication with the residents and the councilors did not help the success of the initial roll out. It was suggested that some sort of informational sheet go out in the mail or in the tax bill.

Some Committee member wondered if there were in fact enough units to meet the needs of the City. Going from 500 barrels to 170 units is a significant difference. It was explained that Big Belly did an evaluation of the trash and the trends in the City and determined that 170 units were needed based on that analysis. The capacity is still being met, but there are fewer “barrels” and they are further apart.

It was wondered why there couldn’t still be some regular trash barrels around the City to fill in some empty spots. If those barrels are still getting filled up, then perhaps that would be another prime location for a Big Belly and move one from another location that is not getting as much use. It was unclear what the rush was to eliminate 500 barrels and replace them with only 170. Ms. Gentile noted that those 500 barrels were a combination of both trash and recycling, so the more accurate number of “trash” bins would be around 250.

Ms. Gentile explained that the Mayor wanted to do a recycling program for the parks and playgrounds but there was no money in the Parks & Recreation budget to do that. Parks & Recreation then came to her in DPW and asked to take some of the blue and green barrels they had. That is how so many barrels ended up placed around the City. There never had been a plan to place 500 barrels, it happened rather randomly. They were moved around, some were stolen, and in the end it was unclear exactly how many barrels were out there. Certainly not all were fully utilized.

Commissioner DeRubeis explained that with the older barrels, the drivers would have to drive around and visualize each one in order to know if it needed to be emptied. The GPS on the Big Bellies let them know when they are ready to be emptied and they don’t have to drive out to check on them. This increases efficiency and frees up those personnel for other tasks. The Councilor felt

that if old barrels were placed back in some locations in the City, a driver could check them as he or she is driving the route to empty the filled Big Belly units.

Ms. Gentile replied that the City made the decision a few years ago to not allow unlimited trash disposal each week and to only allow trash in the 64-gallon containers and to encourage residents to recycle as much as possible. This is a similar idea. The concept is to place units strategically at sites where they would see the most use and try to get residents to use those units.

A Councilor pointed out that the Solid Waste Commission has been inactive for a while. This is the kind of conversation that would be well-suited for that Commission and since it was constituted by ordinance, it should be an active commission.

Some Committee members were not pleased that some dog-owners are leaving dog waste on the ground when they do not see a barrel and now the City is going to spend money to provide pet waste barrels. It was felt dog owners should be bringing their dog's waste home and disposing of it there. Others felt it was a good idea to provide the pet waste bins as the complaints are primarily about dog waste.

It was also suggested that supplementary recycling barrels be put out for special events such as village days. Commissioner DeRubeis explained that the police do not allow use of those containers for safety reasons. They need to see what is in barrels and that is a common practice in other municipalities as well.

It was also asked if there is still a fair amount of contamination in the recycling units. Ms. Gentile said there is but they are trying to consider ways to reduce that. They may put some stickers on the units so people are clear on what is allowed. A Councilor said people need to be educated on what is appropriate for recycling. Ms. Gentile commented that there are not always resources available for outreach, flyers, etc. The City is allowed a 5-10% contamination rate but that has never been checked. The disposal facilities have the right to do an audit and if they find contamination over that level, they can fine the City. Waste Management has never done an audit.

The Committee asked for a copy of the Big Belly contract and information on the Doody Calls arrangement. The Commissioner and Ms. Gentile said they would provide those documents. The Committee thanked them for the updates.

Meeting adjourned.

**Respectfully Submitted,**

**John B. Rice, Chair**

# PARKS AND RECREATION DEPARTMENT

## COMMUNITY BEAUTIFICATION

**TO:** Robert J. DeRubeis, Commissioner

**FROM:** Elaine M. Gentile, Director

**DATE:** June 23, 2016

**RE:** Bigbelly Contract; Dog Waste Contract

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In response to last night's Council meeting of the Public Services Committee:

- I. Contract with Bigbelly, Inc. is attached. L-6173. Highlights are:
  1. Term: 36 months from date of delivery: Lease only
  2. Can add 12 additional at contract price over 3 years of the lease
  3. Can fix our own barrels or call them ( per Attachment B). Pricing for services and parts in contract; if the problem is under warranty, they have asked us to send the defective item back
  4. Can relocate as needed up to 500'; we will inform them for GIS purposes
  5. No bolting to the ground; we intend to place as is; if needed crushed stone or concrete pad
  6. BB will monitor the locations daily via CLEAN (as will the City) and inform us of issues as well as provide daily reports
  7. Annual inspection by BB
  8. No de-installation charge
  9. Delivery and placement by BB on or about April 1 – April 15
  10. Connectivity throughout the City
  11. Assist with Market/Roll-out
  12. 27 old units folded into contract
  13. Warranty on parts and labor; non-warranty at City expense
  14. Whole or partial loss, theft, destruction, damage: at City expense; Notify BB
  15. Payment of \$16,957.92/month
  16. Response to calls within 1 business day; repair within 2/3 business days
  17. All training to City by BB on CLEAN and maintenance overview
  18. Free access to intellectual property
  19. No assignment
  20. No amendments unless in writing
- II. Dog Waste Collection Contract – Doody Calls; PO #
  1. Doody Calls to provide receptacle service for existing and new receptacles for 40 pet waste stations on a weekly, 2x weekly, or as needed basis.
  2. Remove and replace one can liner to each receptacle.
  3. Scoop a six foot radius around each receptacle for dog waste and windblown litter.
  4. Services can be added or removed at any time throughout the year and if certain receptacles require more or less service that can be adjusted as well on an individual basis. Needs addressed in real time.
  5. The cost of this service is \$10.00 per can per visit

6. Doody Calls operates in Newton 5 days a week, Mon-Fri and would be able to accommodate whatever service days the city chose amongst those days. No weekends. This would also allow for flexible response to the needs of Newton, including more than one time per week collection.



March 1, 2016

Elaine Gentile  
City of Newton  
Department of Parks and Recreation  
246 Dudley Rd.  
Newton, MA 02459

Reference: Bigbelly-City of Newton Contract L-6173

Dear Ms. Gentile:

As you are aware, Bigbelly and the City of Newton recently completed an exercise to finalize the installation sites for the Bigbelly stations ordered under the referenced contract. When the contract was signed on November 13, 2015, the anticipated quantities included 119 Bigbelly + Smartbelly Double Stations and 51 Smartbelly Double stations at a monthly price of \$16,844.79. As expected, and as is allowed in the contract, the quantity has been adjusted to a total of 122 Bigbelly + Smartbelly Double Stations and 48 Smartbelly Double Stations.

As a result of this adjustment to station quantities, the new monthly price has increased to \$16,957.92, a difference of \$113.13 per month. The contract term commences on delivery, which is currently estimated to take place on April 1, 2016. All payments beginning with the first invoice will reflect the updated monthly payment.

Please contact me with any questions regarding this adjustment to the monthly payment.

Sincerely,

Sue Daviau  
Sales Support Manager, Big Belly Solar, Inc.

150 A Street | Suite 103 | Needham, MA 02494 | [Sdaviau@bigbelly.com](mailto:Sdaviau@bigbelly.com) | 617.206.4429





## BIGBELLY SERVICE AGREEMENT

#L-6173

This Bigbelly Rental and Service Agreement ("Agreement") is dated the 10<sup>th</sup> day of November, 2015 ("Effective Date") and is between City of Newton, Massachusetts ("Customer" or "City"), located at 1000 Commonwealth Avenue, Newton Centre, MA 02459, and Big Belly Solar, Inc. ("Bigbelly"), a Delaware corporation located at 150 A Street, Suite 103, Needham, MA 02494.

**Summary:** In consideration of a monthly fee to be paid to Bigbelly by Customer as set forth in Section 3 below (the "Service Fee"), Bigbelly will rent stations to the Customer as provided herein and provide Customer for each station a Bigbelly waste and recycling service (the "Bigbelly Service") using Bigbelly Stations ("Equipment") and CLEAN™ monitoring software ("Software"). The Bigbelly Service includes the installation of the Equipment and Software, training, maintenance, repair and support services (the "Ongoing Services".) During the Term of this Agreement, the Customer may add or deduct up to twelve (12) units, with a corresponding per unit increase or deduction in the Service Fee.

### 1.1 Equipment:

Bigbelly Stations	Quantity
Bigbelly + Smartbelly Double Stations	119
Smartbelly Double Stations	51

### 1.2 Software: CLEAN Management Console and CLEAN Mobile

### 1.3 Ongoing Services

#### 1.3.1 On-Boarding including:

- Shipping, installation, and project management
- System set-up
- System training
- System monitoring and alert services

#### 1.3.2 Warranty & Support Services: (in accordance with Section 2.2 of the Terms and Conditions)

- Complete warranty on all parts and labor due to product failure or defects
- Equipment Maintenance / Preventative Maintenance
- Non-warranty repair at Customer's expense

### 1.4 Equipment delivery and installation schedule will be agreed upon by the parties, with the installation of the Equipment to commence on or about April 1, 2016, with installation completed on or before April 15, 2016, unless both parties agree to alternative dates, , with the expectation that all Equipment can be installed and functioning within fifteen (15) days from the

start of the installation. The Parties agree to review the locations of the units to determine which locations require the Customer to provide a suitable installation surface and to work towards identifying a cost efficient type of installation surface.

2.0 Term of Agreement.

- 2.1 The term of this Agreement will be 36 months ("Term") commencing on the date by which all the Equipment units ordered pursuant to this Agreement have been delivered to the Customer by Bigbelly ("Delivery Date"). As used herein, "Term" shall mean the Initial Term.. Except to the extent otherwise provided herein, the Term is non-cancelable.

3.0 Fees Payable by Customer.

- 3.1 Fees. In compensation for the Bigbelly Services described in this Agreement, Customer agrees to pay the Service Fee specified in the table below and any fees payable for optional customization and/or services previously approved in writing by the Customer. Fees shall become payable on the date by which all the Equipment units ordered pursuant to this Agreement have been delivered and installed by Bigbelly. Bigbelly shall submit monthly invoices to Customer during the Term of this Agreement, with the first payment due on April 15, 2016, following completion of installation of the units. Customer shall pay each invoice 30 days from the date of receipt. All payments shall be made by check. . Whenever any sum due hereunder is not paid when due, Customer agrees to pay to Bigbelly, on the next due date, a late charge equal to five percent (5%) of the amount of such late payment (but not less than \$10.00), but only to the extent permitted by law. Late payments shall be subject to interest at the rate of eighteen percent (18%) per annum. If during the Term of this Agreement units are added or subtracted, the Total Service Fee shall be adjusted accordingly.

<b>Equipment Listed in Section 1.0</b>	<b>Qty</b>	<b>Fee</b>	<b>Period</b>
Bigbelly + Smartbelly Double Stations	119	\$110. 40 per unit	Monthly
Smartbelly + Smartbelly Double Stations	51	\$72.69 per unit	Monthly
Total Bigbelly Service Fee	170	\$16,844.79	Monthly

- 3.2 Service Fee Prices. Service Fee Prices are guaranteed for the Term of this Agreement and includes the original installation charge, an annual Preventive Maintenance Visit for each unit of Equipment, as well as the De-Installation and Transport charge if the Equipment is returned at the end of the Term of this Agreement.
- 3.3 Repair Fee Prices. Any non-warranty Equipment repairs completed by Bigbelly shall be invoiced in accordance with the Price Sheet which is Attachment B to this Agreement. In the event a non-warranty Equipment repair is completed by the Customer, Bigbelly shall invoice the



Customer for the cost of parts required to complete the repair. Customer shall pay each invoice 30 days from the date of receipt.

- 4.0 Customer agrees that the Terms and Conditions attached as Attachment A as well as Attachments B and C are incorporated herein by reference. Customer's use of the Software is subject to the CLEAN™ Software License Agreement, agreed to upon first customer login.

Intending to be legally bound, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

CITY OF NEWTON, MA

By: 

Printed Name: Bob DeRubeis

Title: Commissioner of Parks and Recreation

Date: \_\_\_\_\_

BIGBELLY SOLAR, INC.

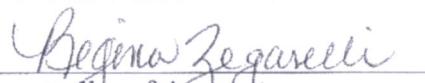
By: 

Printed Name: JACK P. KUTZNER

Title: C.E.O.

Date: 11/10/15

I hereby certify that additional funds in the amount of \$50,534.37 are available for this contract in account # 01602175274.


  
Asst. Comptroller of Accounts

Date: 11/12/15

Approved as to legal form and character:

  
Associate City Solicitor

Contract Approved

  
Setti D. Warren or his designee  
Mayor

11/12/15  
Date

ATTACHMENT A  
BIGBELLY SERVICE TERMS AND CONDITIONS

For purposes of this Attachment A, the 'Agreement' shall mean the Bigbelly Service Agreement signed by the parties, and shall include these Terms and Conditions. The meaning of capitalized and undefined terms appearing in these Terms and Conditions shall be as set forth in the Agreement unless otherwise indicated herein.

1.0 Obligations of the Parties.

(A) Bigbelly's Obligations. Equipment; Software; Ongoing Services. Bigbelly will supply the Equipment identified in the Agreement on a rental basis to Customer for the Term of the Agreement. The Equipment will be either new and/or Bigbelly refurbished equipment. Software refers to CLEAN cloud-based software for use with mobile or desktop devices intended for use by Customer with the Equipment. Ongoing Services includes customer service and equipment maintenance, warranty for defective part replacement and repair, set up and training, and any other features, products or services provided as part of and included under the terms of this Agreement.

(B) CLEAN Software License. The CLEAN Software License Agreement includes communication services and access to the CLEAN Management Console and CLEAN Mobile.

1.2 Customer's Obligations.

(A) Customer agrees that Bigbelly's ability to perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by this Agreement shall be extended in the event that Customer fails to timely provide such information and/or access.

(B) Customer agrees to provide a suitable installation surface and is working with Bigbelly to agree upon a cost effective installation surface in those areas where the Customer must provide an installation surface for the Equipment.

(C) Customer agrees to provide notice to Bigbelly with respect to any damage or other event which causes the Equipment to pose a public safety issue or create unsafe operating conditions within a reasonable time of having actual knowledge of such conditions and Customer shall take prompt action if necessary, to eliminate such public or operator safety issues. Bigbelly will provide initial response to Customer notification within one (1) business day, and Bigbelly will promptly service or replace any Equipment per the terms of this Agreement that Customer has identified as causing a public safety issue or create unsafe operating conditions. Bigbelly will complete any necessary repairs per the terms of this Agreement within two (2) to three (3) business days,

(D) Customer will respond to normal station operations such as sensor alert and open doors. If Customer cannot resolve an issue using the guidelines provided by Bigbelly, Customer will inform Bigbelly and Bigbelly will investigate, at Bigbelly's cost, the issue. Upon such notification, Bigbelly will provide an initial response within one (1) business day, and will complete any necessary repairs per the terms of this Agreement within two (2) to three (3) business days.



(E) Emptying the Equipment. Customer shall be responsible for removing waste and recyclable material from the Equipment.

(F) Bigbelly agrees that the Customer may self-insure the Equipment or may elect to keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost thereof, without deductible and without co-insurance.

(E) The Customer is permitted to relocate the Equipment and if such relocation is more than 500 feet from the original location, the Customer shall notify Bigbelly of the new location of such Equipment by updating such information in CLEAN.

## 2.0 Equipment Rental Terms and Conditions.

2.1 Equipment Delivery. Bigbelly will deliver the Equipment at its expense to Customer's receiving stations or to one or more locations mutually agreed upon by the parties. Bigbelly hereby warrants that its Equipment is:

(A) good and merchantable, (B) free from defects and malfunctions, (C) free of liens, security interests or other encumbrances, (D) complies with all applicable laws, rules, regulations and orders, and (E) is fit for the purpose for which the Equipment is intended.

### 2.2 Equipment Services Provided by Bigbelly.

(A) Installation. Bigbelly will install Equipment at mutually agreed upon locations. Installation will be in accordance with the delivery and installation schedule agreed to by the parties.

(B) Training. Bigbelly shall, at its expense, provide all requisite Customer Equipment and Software training. The location and method of training shall be agreed upon by the parties.

(C) Defective Part Replacement and Repair Services. All Equipment failures caused by manufacturer defects will be repaired at no cost to Customer. All other repairs and part replacements, including but not limited to repairs or replacements required as a result of external trauma or damage (including but not limited to vehicle strikes or vandalism) are specifically excluded and will be performed by Bigbelly or its appointed subcontractor at Customer's expense pursuant to Section 3.3 of the Agreement. Repair and replacement of any custom add-ons including vinyl wraps purchased by Customer shall be at Customer's expense, unless and to the extent the damage is caused by Bigbelly or its employees, subcontractors or representatives, in which case any repair or replacement will be at Bigbelly's expense.

(D) Maintenance. Except for losses described in Section 2.4 below and for warranty repairs, Bigbelly will maintain the Equipment at its sole discretion and expense in order to optimize up time and minimize repairs. At a minimum, Bigbelly shall perform an annual Preventative Maintenance Visit to each unit as outlined in Attachment C to this Agreement.

(E) Battery Replacement. Equipment batteries will be replaced at no cost to Customer during the Term of the Agreement, at Bigbelly's discretion but no less frequent than necessary for the normal operation of the Equipment.

(F) Removal. Upon termination of this Agreement for any reason, Bigbelly will de-install and remove the Equipment at no charge to the Customer. Equipment so removed shall be free of any damage, reasonable wear and tear excepted, for which Customer is responsible pursuant to Section 2.4 of these Terms and Conditions.

(G) Subcontractor Services. Bigbelly may contract with third parties to provide Ongoing Services.

### 2.3 Title To and Use of Equipment.



(A) Title. As further set forth in Section 3.4 below, Bigbelly is and will at all times be the sole owner of the Equipment. Customer shall not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights set forth in this Agreement. In the event this Agreement is deemed to be a disguised sale, Customer hereby grants to Bigbelly a security interest in the Equipment (and all accessions thereto and substitutions therefore) and the proceeds thereof.

(B) Use of Equipment. Customer shall use the Equipment solely for waste collection and recycling operations. Customer shall ensure safe operation of the Equipment by trained personnel. Customer shall comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment.

(C) No Pledge. Customer shall not pledge, lend, create a security interest in or permit any lien to attach to the Equipment or any part thereof or attempt in any other manner to dispose the Equipment.

(D) No Attachments. Customer represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Customer shall give Bigbelly immediate notice of any such attachment or other judicial process affecting the Equipment and shall immediately take all action necessary to remove such attachment and terminate the effect of such judicial process on the Equipment.

(E) Equipment Inspection Rights. Bigbelly and its agents shall have the right to enter any premises where Equipment is located to inspect such Equipment at any time with reasonable advance written notice to Customer.

2.4 Risk of Loss. From the time of delivery of Equipment by Bigbelly to Customer until the Equipment is removed by Bigbelly, Customer will bear the entire risk of whole or partial loss, theft, destruction or damage to the Equipment resulting from any causes other than Bigbelly's or its employees' or contractors' agents actions or omissions with respect to the Equipment or defects, flaws or malfunctions in the Equipment, or requisition of the Equipment by any governmental entity, or expropriation or the taking of the Equipment by eminent domain or otherwise (collectively, 'Loss'). Customer will give Bigbelly written notice within 10 days of any Loss ('Loss Notice'). Except as provided in this section, no Loss will condition, reduce, or relieve Customer's rental obligations, including its obligation to pay any fees pursuant to the Agreement and any Attachments thereto unless such loss is due to the actions or omissions of Bigbelly, provided further that if any unit of Equipment is out of service from more than ten (10) days due to Bigbelly's actions or omissions, then the Customer shall be entitled to pro rata reduction in the monthly Service Fee for that unit. If any Equipment is damaged but can be economically repaired, Customer will immediately have the Equipment restored to good working order and condition by Bigbelly at Customer's expense and Customer agrees to immediately pay, on demand, all costs and expenses incurred in connection therewith. Upon the occurrence of any other kind of Loss or if the Equipment is not economically repairable, Customer will, upon Bigbelly's demand, pay Bigbelly the replacement cost of the Equipment at the time of loss as solely determined by Bigbelly.

### 3.0 General Terms and Conditions.

3.1 Taxes and Other Charges. Customer is tax-exempt and will deliver to Bigbelly evidence of such exemption at the Effective Date of this Agreement.

3.2 Ongoing Services. Customer agrees that during the Term of the Agreement, it shall keep in effect the Ongoing Services as defined in the Agreement. Unless otherwise agreed in a written amendment to this Agreement, Bigbelly or its subcontractors shall be the sole and exclusive suppliers of the Ongoing Services.



3.3 Additions and Modifications of Equipment. Unless otherwise expressly agreed by an officer of Bigbelly in writing, Customer shall not make any additions, alterations or modifications to the Equipment. Customer shall not remove any Bigbelly logos or other identification markings on the Equipment.

3.3 Ownership Rights. The Equipment and Software contain intellectual property including but not limited to patented and unpatented inventions, trade secrets, know-how, and copyrights all of which is owned and will continue to be owned exclusively by Bigbelly and/or its licensors and Customer will obtain no rights thereto other than the limited rights of use under this Agreement. Customer acknowledges and agrees that all technology, materials, hardware, software, content and data of which the Equipment and Software is comprised or which is otherwise contained within or attached to generated, collected or processed by the Equipment and/or Software is the sole and exclusive property of Bigbelly. Bigbelly hereby grants Customer a royalty-free, non-exclusive, fully paid up right and license to use the Equipment, the Software and any intellectual property rights therein as necessary for Customer and its contractors to use the Equipment and Bigbelly Service consistent with the terms and conditions of the Agreement and these Terms and Conditions. Bigbelly reserves the right, at its sole cost and expense and subject to applicable governmental guidelines, laws, rules, regulations and ordinances, at any time upon notice to Customer, to enhance or otherwise modify the Equipment and/or Software made available to Customer under this Agreement, including but not limited to enhancements or modifications for the purpose of implementing WIFI network capability to the Equipment, instituting mechanisms for data collection, processing and analysis, provided, however, that the Customer shall be under no obligation to pay for any enhancement or modification unless it has agreed to do so in writing. Bigbelly retains all media rights associated with signage, and the customer agrees not to post signage and/or advertisements on the Equipment without written approval by Bigbelly.

3.4 Termination.

(A) Effect of Termination. Any termination of the Agreement, with prior to the end of the Term of this Agreement, with or without cause, except per the terms of Section 3.16, shall not relieve Customer of its obligations to make any and all payments which obligations are absolute, unconditional, irrevocable, non-cancelable and subject to no right of set off, counterclaim, deduction, or defense.

(B) Post Termination Duties / Surrender of Equipment. Upon the expiration or earlier termination or cancellation of the Agreement, Bigbelly shall remove the Equipment as described in Section 2.2 (F) above.

3.7 Default; Dispute Settlement; Governing Law.

(A) Definition of Default. The term "Default" means any of the following events: (i) Customer fails to make any payment required under this Agreement within ten days after the same shall have become due; (ii) Customer fails to perform any other obligation under this Agreement and such non-performance is not cured within thirty (30) days following Customer's receipt of notice thereof; (iii) Customer defaults under any other Agreement with Bigbelly (iv) Customer or Bigbelly becomes insolvent or makes an assignment for the benefit of its creditors; (v) a receiver, trustee, conservator or liquidator of Customer or Bigbelly of all or a substantial part of such party's assets is appointed with or without the application or consent of such party; (vi) a petition is filed by or against Customer or Bigbelly under any bankruptcy, insolvency or similar law; (vii) Customer or Bigbelly violates or fails to perform any



material provision of either this Agreement; (viii) any warranty or representation made by either party herein proves to have been materially false or misleading when made; or, (ix) there is a material adverse change in Customer's financial condition.

(B) Default by Customer. Upon the occurrence of a Default by Customer and Customer's failure to cure such default within thirty (30) days of receipt of notice thereof, Bigbelly may do one or more of the following as Bigbelly in its sole discretion shall elect: (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance by Customer of the Agreement or to recover damages for the breach thereof; (ii) cause Customer, at its expense, to promptly return the Equipment to Bigbelly at such place as Bigbelly designates in writing; (iii) by notice in writing to Customer, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) enter upon, or instruct its agents or assigns to enter upon, the premises of Customer or other premises where any Equipment may be located and take possession of and remove all or any portion of such Equipment without liability to Customer by reason of such entry or taking possession; (v) declare the entire balance of the unpaid payments for the full term immediately due and payable, sue for and receive all payments then accrued or accelerated under this Agreement plus the estimated fair market value of the Equipment at the end of then scheduled Term, and all accelerated payments and the estimated fair market value will be discounted to the date of the default at the lesser of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by Bigbelly; or (b) 3% per annum, but only to the extent permitted by law; (vi) charge Customer interest on all monies due Bigbelly at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; (vii) collect from Customer all expenses incurred by Bigbelly in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (viii) exercise any other right or remedy available to Bigbelly under applicable law.

(C) Default by Bigbelly. Upon the occurrence of a Bigbelly Default, Customer may do one or more of the following as Customer in its sole discretion shall elect: (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance of the Agreement or recover damages for the breach thereof, as Customer shall elect; (ii) cause Bigbelly, at its expense, to promptly collect the Equipment; (iii) by notice in writing to Bigbelly, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) collect from Bigbelly all expenses incurred by Customer in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (v) exercise any other right or remedy available to Customer under applicable law.

(D) Dispute Settlement. In the event of any dispute arising due to a Default or with respect to the terms of the Agreement or obligations of the parties, the parties agree to discuss the dispute in an attempt to amicably resolve such dispute within 30 days of the date of a written notice of such dispute by one party to the other. Failing any such resolution, either party will be free to seek remedy through a court of competent jurisdiction.

(E) Continuation of Obligations. The occurrence of a dispute under or relating to the Agreement shall not relieve Bigbelly of, or change in any way, Bigbelly's obligation to provide the Ongoing Services in accordance with the terms of the Agreement nor shall the occurrence of a dispute under or relating to the Agreement relieve Customer of its obligations to make any and all payments described in the Agreement including the Attachments, which obligations are absolute, unconditional, irrevocable, non-cancelable and subject to no right of set off, counterclaim, or deduction.



(F) Governing Law. The Agreement including the Attachments shall be interpreted under the laws of the courts of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or the United Nations Convention on the International Sale of Goods. Each party consents to the personal jurisdiction of federal and state courts located in Boston, Massachusetts. The parties agree that service of process in any action or proceeding may be duly affected upon the other by mailing such process via certified mail, return receipt requested or as otherwise provided under applicable law. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE EQUIPMENT.

3.8 Assignment. Neither Bigbelly nor Customer may assign this Agreement or any rights hereunder, or sublease or lend any Equipment without the prior written consent of the other. No assignment or sublease shall relieve either party of its obligations hereunder and each shall remain primarily liable for such obligations. Notwithstanding the foregoing, Bigbelly may at any time assign to any person (an "Assignee") any interest in this Agreement in part or in whole or grant security interests in the Equipment and/or Bigbelly's rights hereunder, in each case for the sole purpose of obtaining financing for Bigbelly. In such event, all the provisions of this Agreement for the benefit of Bigbelly shall inure to the benefit of and be exercised by or on behalf of such Assignee, but the Assignee shall not be liable for or be required to perform any of Bigbelly's obligations to Customer and Bigbelly shall retain such obligations. Customer acknowledges that Assignee is providing financing for the Equipment only and agrees that (a) as between Customer and Bigbelly, all of Customer's payment obligations shall be absolute, unconditional and not subject to set-off, counterclaim, reduction, recoupment or other defense (b) it will not assert any defenses, set-offs, counterclaims or claims against any Assignee that Customer may have against Bigbelly at any time; and (c) any such assignment shall not materially change Customer's duties or obligations hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. Any sale, assignment, transfer, encumbrance, delegation or sublease of the Equipment by Customer not consented to by Bigbelly shall be *void ab initio*.

3.9 Relationship of Parties. Bigbelly and Customer are each independent entities and the relationship between Bigbelly and Customer under the Agreement is not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship. Bigbelly has no authority to make any promise, commitment or agreement on Customer's behalf, and Bigbelly will not represent to anyone that it does have such authority.

3.10 Notices. Each notice provided for in the Agreement shall be given in writing and become effective when:

- a. served by personal delivery to the recipient's Legal Department or Contract Administrator:

CITY OF NEWTON, MA

Name: Bob DeRubeis

Title: Commissioner of Parks and Recreation

Address: 246 Dudley Road

Newton, MA 02459

BIGBELLY SOLAR, INC.

Steve Delaney

CFO

150 A Street, #103

Needham, MA 02494



- b. deposited, postage prepaid in the United States registered or certified mails addressed to the recipient's Legal Department or Contract Administrator;
- c. dispatched to the recipient's Legal Department or Contract Administrator via overnight mail using UPS, Federal Express or similar carrier; or,
- d. sent to recipient's Legal Department or Contract Administrator via facsimile or other electronic means if delivery does not require a signature or other confirmation of delivery.

3.11 Force Majeure. Any delay or failure of either party to perform its obligations (other than payment obligations) shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Raw material or labor shortages are not force majeure events. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.

3.12 No Warranties. Customer hereby acknowledges that it has not entered into the Agreement including the Attachments in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth therein.

3.13 Use of Trade Names and Trademarks. Neither party may use the trade name, service mark, logo or trademark of the other party for any purpose without previous permission in writing from the other party.

3.14 Damages. Bigbelly: Unless otherwise provided in the Agreement, in no event shall Bigbelly, or its affiliates, shareholders, officers, directors, employees, agents, or representatives, or assigns be liable for lost revenue, lost profits, incidental, indirect or consequential damages, resulting from any Services provided in connection with this Agreement. Bigbelly's maximum aggregate liability in relation to or in connection with the Agreement will be limited to the total amount paid by Customer to Bigbelly under the Agreement.

Customer: Unless otherwise provided in the Agreement, in no event shall the Customer, or its officers, directors, employees, agents, or representatives be liable for lost revenue, lost profits, incidental, indirect or consequential damages, resulting from any default or termination of this Agreement. Customer's maximum aggregate liability in relation to or in connection with the Agreement will be limited to any unpaid rental due from the Customer to Bigbelly under the Agreement, but in no event with damages be due from the Customer to Bigbelly if termination is due to Bigbelly's default or to the "funding out" provisions set out in section 3.16 below. Notwithstanding the foregoing, Customer is subject to the default provisions outlined in Section 3.7 of these terms and conditions.

3.15 Injunctive Relief. If there is a breach or threat of a breach of the terms of the Agreement, the parties agree that compensation alone would not be an adequate remedy for the harm suffered by the non-breaching party, which harm would be immediate and irreparable. Therefore, if there is a breach or threatened breach, then the non-breaching party shall be entitled to seek injunctive relief to stop the breach or threatened breach. The rights and obligations of the parties under this provision survive the termination, cancellation, or expiration of the Agreement.



3.16 Fiscal Funding. This Section 3.16 is effective only if Customer is a governmental entity, agency or authority. Customer hereby represents and warrants to Bigbelly that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"); (b) If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (c) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Bigbelly, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (d) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (e) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (f) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; and (g) The Customer shall comply at all times with all applicable requirements of the Code. If sufficient funds are not appropriated to make contracted payments under the Agreement ("Payments"), the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, allow Bigbelly to de-install and remove the Equipment at no charge to the Customer. If Customer fails to deliver possession of the Equipment to Bigbelly, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Bigbelly as a result of Customer's failure to deliver possession as required. Customer shall notify Bigbelly in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

3.17 Entire Agreement. The Agreement including the Attachments constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements, oral and written, negotiations, commitments and writings, and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party. Any purchase order or other ordering document issued by Customer is for administrative purpose only and does not form part of this Agreement. If there is an inconsistency between or among the documents listed below, then the following order of precedence shall govern:

- (a) Attachment A
- (b) The Agreement.

3.18 Amendment; Modification; Waiver. No modification, amendment, waiver or release of any provision of the Agreement or any right, obligation, claim or cause of action arising under the Agreement shall be valid or binding unless in writing and duly executed by the party against whom enforcement is sought. No waiver by either party of any breach, or the failure of either party to enforce any of the terms and conditions of the Agreement, shall affect, limit or waive that party's right to enforce and compel compliance with all terms and conditions of the Agreement or to terminate the Agreement as permitted by its terms. Any provision of this Agreement which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

3.19. Representations. Customer hereby represents, warrants and covenants to Bigbelly that: (a) Customer is organized and validly existing under the laws of the jurisdiction of its organization, with adequate power and capacity to enter into the Agreement and any other documents, instrument or agreement related to this Agreement; (b) The Agreement has been duly authorized, executed and delivered by Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Customer of the Agreement, except such as have already been obtained; (d) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Customer, which will have a material adverse effect on the ability of Customer to fulfill its obligations and liabilities under the Agreement.

End of Attachment A.





**Parts and Accessories Price List US Dollars**  
**Pricing Effective August 1, 2015**

Prices are subject to change with 30 days notice

Bigbelly Services		
Display Name	Description	Direct
Service Labor	Service labor and travel per hour for troubleshooting, repair, inspection, audit & in field training.	\$125.00
Install Single Station	Labor to transport and install single unit on prepared surface.	\$200.00
Install Double Station	Labor to transport and install double unit (2 units installed in a single location) on prepared surface.	\$300.00
Install Triple Station	Labor to transport and install triple unit (3 units installed in a single location) on prepared surface.	\$350.00
De-Installation & Transport Station	De-install and remove station (single or double) from installed location and transport to instructed designation.	\$250.00
Scrap Station	Disassemble station (single or double) to separate recyclable categories and dispose to appropriate recycling facilities	\$300.00

BB5 Parts List		
Display Name / Part Number	Description	Direct
AC ADAPTOR BB5	AC Adaptor BB5 Factory Installed	\$175.00
KITBB50089	AC Adaptor BB5 Field Install Kit	\$175.00
ASH TRAY BB5	Ashtray BB5 Factory Installed	\$125.00
KITBB50088	Ashtray BB5 Field Install Kit	\$125.00
FSSBB50013	Side Skin Screw (Qty 2)	\$2.95
FUSBB3002	Fuse (20A AGC)	\$5.95
ODOR MASK	Odor Mask Factory Installed	\$24.95
KITBB3102	Odor Mask Starter Kit (2 per package) Cucumber Melon Scent - Field Installed	\$24.95
KITBB3111	Odor Mask Refill Kit (4 per package) Cucumber Melon Scent	\$20.00
KITBB3024	Kit to Downgrade a BB5 Paddle Lock to Use a BB3 Single Sided Key	\$34.95
KITBB3042	Front Door Key	\$395.00
KITBB3092	Messaging Panel with Insert	\$135.00
KITBB3106	Rod Retainer	\$21.95
KITBB50002	Main Circuit Board for United States Verizon network	\$450.00
KITBB50003	Main Circuit Board for Canada GSM network	\$450.00
KITBB50004	Main Circuit Board for International GSM network	\$450.00
KITBB50005	Main Circuit Board for United States GSM network	\$450.00
KITBB50014	18Ah Battery Assembly Includes: battery, harness & boot	\$75.00
KITBB50016	2.3Ah Battery Assembly Includes: battery, harness	\$49.95
KITBB50017	18Ah Battery Harness	\$18.95
KITBB50019	Battery Cable - Smartbelly	\$18.95
KITBB50020	BigBelly Battery Strap	\$9.95
KITBB50021	Smartbelly Battery Strap	\$9.95





## Parts and Accessories Price List US Dollars

KITBB50022	Trash Sensor Module	\$39.95
KITBB50023	Trash Sensor Cable Assembly	\$42.95
KITBB50024	Door Sensor Circuit Board	\$42.95
KITBB50025	Rear Door Cable	\$36.95
KITBB50026	Hub Sensor Cable	\$35.95
BB5 Parts List (cont'd)		
KITBB50029	Companion Cable Assembly: Single Door	\$39.95
KITBB50032	Hopper Assembly: Trash	\$225.00
KITBB50033	Hopper Assembly: WM	\$225.00
KITBB50034	Hopper Assembly: Recycle Blue	\$225.00
KITBB50035	Hopper Assembly: Recycle Green	\$225.00
KITBB50036	Hopper Handle Kit	\$59.95
KITBB50037	Hopper Handle Screws	\$8.95
KITBB50038	Hopper Rod Pivot	\$21.95
KITBB50039	Hopper Liners	\$65.00
KITBB50040	Top Door Assembly: No Panel	\$425.00
KITBB50041	Top Door Assembly: Standard Panel	\$695.00
KITBB50042	Top Door Assembly: HE	\$795.00
KITBB50043	Solar Bubble	\$135.00
KITBB50045	Top Door Lock	\$29.95
KITBB50047	BB5 Standard Solar Panel	\$335.00
KITBB50054	Front Door Kit (BB)	\$395.00
KITBB50055	Front Door Kit (SB)	\$395.00
KITBB50056	Rear Door Kit Trash	\$395.00
KITBB50057	Rear Door Kit Recycle	\$395.00
KITBB50058	Rear Skin Trash	\$145.00
KITBB50059	Rear Skin Recycle	\$145.00
KITBB50060	Rear Skin Rear Ad	\$145.00
KITBB50061	Rotary Strike Kit	\$26.95
KITBB50062	Replacement BB5 Paddle Lock	\$49.95
KITBB50065	Door Magnet	\$9.95
KITBB50066	Side Skin: BB Trashman	\$145.00
KITBB50067	Side Skin: BB Kiosk	\$145.00
KITBB50068	Side Skin: BB Recycle	\$145.00
KITBB50069	Side Skin: BB Blank	\$145.00
KITBB50070	Side Skin: WM Trashman	\$145.00
KITBB50071	Side Skin: WM Kiosk	\$145.00
KITBB50072	Side Skin: WM Recycle	\$145.00
KITBB50073	Side Skin: WM Blank	\$145.00
KITBB50074	Complete Kiosk Kit	\$89.95
KITBB50076	Kiosk Fascia	\$42.95
KITBB50077	Kiosk Tombstone	\$94.95
KITBB50078	Mount Plate	\$49.95





## Parts and Accessories Price List US Dollars

STUB OUT PLATE BB5	Stub Out Plate BB5 Factory Installed	\$24.95
KITBB50086	Stub Out Plate BB5 Field Install Kit	\$24.95
KITBB50094	Kiosk Top Plate	\$15.95
KITBBS0300	SIM Card Cleaning Kit	\$21.95
KITBBS0301	Solar Bubble Cleaning Kit	\$32.95
KITBBS0302	Service Tool Kit	\$1,295.00
MSG Panel-Rear-DBL	Rear Messaging Panel For Double Station	\$270.00
MSPBB50056	Top Door Key	\$9.95
MTLBB50052	BB5 Security Shield	\$78.00
MTLBB50053	BB5 Smartbelly Security Shield	\$78.00
MTLBB3008	Hopper Rod	\$19.95
Security Plate Stickers	Security Plate Stickers	\$15.00
RPPBB50032	BigBelly Bin	\$65.00
RPPSCR3001	Recycler Bin	\$120.00
RPPBB3037	Smartbelly Sleeve	\$35.00
KITBB3116	Smartbelly Sleeve Constraint Kit	\$45.00
STICKER 1-49	Custom Stickers (Order quantity up to 49)	\$69.95
STICKER 50-149	Custom Stickers (Order quantity 50-149)	\$59.95
STICKER 150+	Custom Stickers (Order quantity 150+)	\$39.95
WRAP-BB-SGL	Custom Wrap for Single Station	\$395.00
WRAP-BB-SGL-AG	Anti-Graffiti Custom Wrap for Single Station	\$495.00
WRAP-BBSB-DBL	Custom Wrap for Double or Duo Station	\$650.00
WRAP-BBSB-DBL-AG	Anti-Graffiti Custom Wrap for Double or Duo Station	\$695.00
WRAP-BBSB-TRI	Custom Wrap for Triple Station	\$995.00
WRAP-BBSB-TRI-AG	Anti-Graffiti Custom Wrap for Triple Station	\$1,095.00

BB3-BB4 Parts List		
Display Name / Part Number	Description	Direct
AC Adaptor	Universal AC Adaptor with Cable Assembly BB4	\$175.00
ASH TRAY BB4	Ash Tray Kit for BB4	\$95.00
BB3JP	Door Wrench / Lock Removal Tool for BB3 Front Door Cylinder Lock	\$23.95
BB4-CONTROLLER-CDMA	Main Circuit Board for United States 3G network	\$375.00
BB4-CONTROLLER-GSM-CA	Main Circuit Board for Canada GSM network	\$375.00
BB4-CONTROLLER-GSM-INTL	Main Circuit Board for International GSM network	\$375.00
BB4-CONTROLLER-GSM-US	Main Circuit Board for United States GSM network	\$375.00
COMPANION KIT	Upgrade from a Classic Recycler to a Smartbelly	\$425.00
ELCBB3011	Solar Charger & Cable Assembly	\$79.95
ELCBB3016	Front Door Sensor Circuit Board	\$24.95
ELCBB3017	Ram Sensor Circuit Board	\$28.95
ELCBB3021	Ram Sensor Cable Harness	\$14.95
ELCBB3023 (REV 2)	LED Cable, Rear Wire Harness	\$16.95
ELCBB3024	Solar Panel	\$335.00
ELCBB3025	Battery Assembly Includes: battery, harness & boot	\$75.00





## Parts and Accessories Price List US Dollars

ELCBB3301	Cable assembly for AC adaptor	\$59.95
ELCBB3402	Power Cable for BB3 Wireless Circuit Board	\$18.95
ELCSCR3008	LED Circuit Board	\$16.95
ELOSCR3011	Smartbelly Battery Kit	\$49.95
FLAP-BC-BLUE-ICON	Door Flap: Bottle/Can Icon (Blue)	\$175.00
FLAP-BC-BLUE-TEXT	Door Flap: Bottle/Can Text (Blue)	\$175.00
FLAP-BC-GREEN-ICON	Door Flap: Bottle/Can Icon (Green)	\$225.00
FLAP-BC-GREEN-TEXT	Door Flap: Bottle/Can Text (Green)	\$225.00
FLAP-O-GREEN-ICON	Door Flap: Compostables Icon (Green)	\$225.00
FLAP-O-GREEN-TEXT	Recycler Door Flap: Compostables Text (Green)	\$225.00
FLAP-SS-BLUE-ICON	Recycler Flap: Single Stream Icon (Blue)	\$175.00
FLAP-SS-BLUE-TEXT	Recycler Flap: Single Stream Text (Blue)	\$175.00
FLAP-SS-GREEN-ICON	Recycler Flap: Single Stream Icon (Green)	\$295.00
FLAP-SS-GREEN-TEXT	Recycler Flap: Single Stream Text (Green)	\$295.00
FLAP-T-BLACK-ICON	Flap: Trash Icon (Black)	\$175.00
FP-BC-BLUE-ICON	Faceplate: Bottle/Can Icon (Blue)	\$85.00
FP-BC-BLUE-TEXT	Faceplate: Bottle/Can Text (Blue)	\$85.00
FP-BC-GREEN-ICON	Faceplate: Bottle/Can Icon (Green)	\$175.00
FP-BC-GREEN-TEXT	Faceplate: Bottle/Can Text (Green)	\$175.00
FP-P-BLUE-ICON	Faceplate: Paper Icon (Blue)	\$85.00
FP-P-BLUE-TEXT	Faceplate: Paper Text (Blue)	\$85.00
FP-P-GREEN-ICON	Faceplate: Paper Icon (Green)	\$175.00
FP-P-GREEN-TEXT	Faceplate: Paper Text (Green)	\$175.00
FP-SS-BLUE-ICON	Faceplate: Single Stream Icon (Blue)	\$85.00
FP-SS-BLUE-TEXT	Faceplate: Single Stream Text (Blue)	\$85.00
FP-SS-GREEN-ICON	Faceplate: Single Stream Icon (Green)	\$175.00
FP-SS-GREEN-TEXT	Faceplate: Single Stream Text (Green)	\$175.00
FUSBB3002	Fuse (20A AGC)	\$5.95
HP-T	Hopper Kit Assembly, Trash	\$350.00
HP-WM	Hopper Kit Assembly, WM	\$350.00
INSTALL KIT	Kiosk kit including Spacer Plate, Fascia & Fascia screws, and Tombstone (Black)	\$245.00
KITBB3003	Replacement BB3 Front Door SN <2000, including lock but without hopper	\$675.00
KITBB3004	Replacement Hopper Handle Kit	\$49.95
KITBB3017	Companion Sensor Cable Kit	\$29.95
KITBB3020	Smart Belly Retrofit Install Tool	\$15.95
KITBB3021	Replacement BB3 Front Door SN >2000, including lock but without hopper	\$995.00
KITBB3022	Replacement BB4 Front Door	\$495.00
KITBB3023	Kit to Upgrade a BB3 paddle lock BB3 to use double sided key	\$29.95
KITBB3024	Kit to Downgrade a BB4 Paddlelock to use BB3 single sided key	\$34.95
KITBB3025	Replacement Mounting Plate	\$49.95
KITBB3027	Replacement PCB Cover, Plastic with integrated antennae	\$34.95
KITBB3028	Replacement Ram Shoulder	\$165.00





## Parts and Accessories Price List US Dollars

KITBB3029	Replacement Ram Assembly	\$175.00
KITBB3030	Replacement BigBelly Base Plate	\$245.00
KITBB3031	Replacement Smartbelly Base Assembly	\$245.00
KITBB3032	Replacement Side Skin - Trashman	\$145.00
BB3-BB4 Parts List (cont'd)		
KITBB3033	Replacement Side Skin - Kiosk	\$145.00
KITBB3034	Replacement Side Skin - Recycle	\$145.00
KITBB3035	Replacement Side Skin - WM Trashman	\$145.00
KITBB3036	Replacement Side Skin - WM Kiosk	\$145.00
KITBB3040	Replacement Smartbelly Front Door	\$395.00
KITBB3041	Replacement Classic Recycler Front Door Assembly with Paddle Lock	\$395.00
KITBB3042	Replacement Classic Recycler Front Door Assembly with Round Lock	\$395.00
KITBB3043	Replacement Classic Recycler Paddle Lock	\$35.95
KITBB3044	Replacement BB3 Paddle Lock	\$49.95
KITBB3045	Replacement BB4 Paddle Lock	\$49.95
KITBB3048	Replacement Door Latch for BB3	\$26.95
KITBB3049	Replacement Door Latch for BB4	\$26.95
KITBB3050	Replacement Front Door Hinge - Stations with Baffle	\$32.95
KITBB3051	Replacement Front Door Hinge - BigBelly	\$32.95
KITBB3052	Replacement Front Door Hinge - Classic Recycler	\$42.95
KITBB3053	Replacement Front Door Bumper	\$9.95
KITBB3054	Replacement Top Door Assembly BigBelly	\$695.00
KITBB3055	Replacement Top Door Assembly - Smartbelly	\$695.00
KITBB3056	Replacement Top Door - BigBelly Indoor Only	\$425.00
KITBB3057	Replacement Top Door - Smartbelly Indoor Only	\$425.00
KITBB3058	Replacement Top Door - Smartbelly Companion	\$425.00
KITBB3059	Replacement Solar Bubble	\$165.00
KITBB3060	Replacement Gray Bubble - Classic Recycler	\$140.00
KITBB3061	Replacement Photoeye Emitter	\$21.95
KITBB3062	Replacement Photoeye Sensor	\$24.95
KITBB3063	Replacement LED Board	\$39.95
KITBB3064	Replacement Front Wire Harness	\$42.95
KITBB3065	Replacement Battery Cable	\$18.95
KITBB3066	Smartbelly Cable Hub Cable Assembly	\$16.95
KITBB3067	Smartbelly Cable Hub Companion Assembly	\$32.95
KITBB3069	Replacement Smartbelly Sensor Module	\$225.00
KITBB3070	Replacement LED Cable - Smartbelly	\$24.95
KITBB3071	Replacement Hopper Skin - Trash	\$95.00
KITBB3072	Replacement Hopper Skin - WM	\$95.00
KITBB3073	Replacement Hopper Skin - Recycle BLUE	\$105.00
KITBB3074	Replacement Hopper Skin - Recycle GREEN	\$105.00
KITBB3075	Replacement Hopper Hard Stop	\$39.95
KITBB3076	Replacement Hopper Handle Screws	\$8.95





## Parts and Accessories Price List US Dollars

KITBB3077	Replacement Insulated Handle	\$89.95
KITBB3078	Replacement Rear Skin - Trash Round Lock Silkscreen	\$145.00
KITBB3079	Replacement Rear Skin - Trash Silkscreen	\$145.00
KITBB3080	Replacement Front Door Magnet & Zinc Rivet kit	\$9.95
KITBB3081	Replacement Front Edge - Bottles/Cans Classic recycler	\$240.00
KITBB3082	Replacement Front Edge - Paper Classic Recycler	\$240.00
KITBB3083	Replacement Front Edge - Single Stream Classic Recycler	\$240.00
KITBB3084	Replacement Rear Skin - Recycle Round Lock	\$145.00
KITBB3085	Replacement Rear Skin - Recycle	\$145.00
KITBB3087	Replacement Fascia for BigBelly/Smartbelly Double Station	\$42.95
KITBB3089	Replacement Tombstone for BigBelly/Smartbelly Double Station	\$94.95
KITBB3091	Replacement Ram Sensor Bracket	\$32.95
KITBB3092	Messaging Panel with Insert	\$135.00
KITBB3093	Replacement Stub Out Plate	\$24.95
KITBB3094	Replacement Rear Skin - Modified with Install Holes For Rear Ad Panel	\$195.00
KITBB3096	Replacement Front Door Strap	\$9.95
KITBB3097	Replacement Drive Motor Assembly, BB3 & BB4	\$1,095.00
KITBB3098	Replacement Bottom Kick Plate	\$89.95
KITBB3099	Replacement Throat Front Edge	\$32.95
KITBB3100	Hopper Liner (Qty 5)	\$65.00
ODOR MASK	Odor Mask - Factory Installed	\$24.95
KITBB3102	Odor Mask Starter Kit - Field Installed (2 per package) Cucumber Melon Scent	\$24.95
KITBB3111	Odor Mask Refill Kit (4 per package) Cucumber Melon Scent	\$20.00
BB3-BB4 Parts List (cont'd)		
KITBB3103	BigBelly Handle Upgrade Kit to BB4 Style, Including Counterweight	\$49.95
KITBB3104	BB4 paddle lock with Single sided BB3 key	\$89.95
KITBB3105	Replacement Metal Hopper Base	\$125.00
KITBB3106	Rod Retainer	\$21.95
KITBB3110	High Latitude Kit - Field Installed	\$65.00
KITBB3121	Ram Sensor Board	\$28.95
KITBB3122	Front Door Sensor Board	\$24.95
KITBB3317	Replacement Fascia - Narrow - Black	\$42.95
KITBB3319	Replacement Tombstone - Narrow - Black	\$94.95
KITBBS0300	SIM Card Cleaning Kit	\$21.95
KITBBS0301	Solar Bubble Cleaning Kit	\$32.95
KITBBS0302	Service Tool Kit	\$1,295.00
MSG Panel-Rear-DBL	Rear Messaging Panel For Double Station	\$270.00
MSPBB3011	Front Door Gas Spring	\$19.95
MSPBB3013	Front Door Pocket Handle	\$18.95
MSPBB3017 (REV 2)	Front Door Gas Spring Clevis Pin & C-Clip	\$8.95
MSPBB3022	Wiring Cable Tie & Cable Tie Anchor kit	\$6.95
MSPBB3024	Top Door Key for BB3/BB4/Smartbelly (Set of 2)	\$6.95





## Parts and Accessories Price List US Dollars

MSPBB3026	Magnetic Key Fob (Set of 2)	\$5.95
MSPBB3027	Battery Terminal Cover	\$7.95
MSPBB3031	BB3 Paddle Lock Cylinder	\$9.25
MSPBB3033	Battery tie down J-Bolt	\$5.95
MSPBB3042	Front Door Key (Double Sided)	\$7.95
MSPBB3502	Messaging Panel Corrugated Backer - Side	\$45.00
MSPBB3503	Torx Wrench For Messaging Panel	\$9.95
MSPBBS0046	Replacement Round Front Door and Top Door Lock	\$32.95
MTLBB3046	Top Door Hinge	\$25.95
MTLBB3055 (REV 6)	Battery Strap (Flat Bar Version for SN <174200)	\$8.95
MTLBB3055 (REV 6)	Battery Strap (For J bolt style)	\$9.95
MTLBB3101	BB4 Security Shield	\$95.00
MTLBB3102	Smartbelly Security Shield	\$95.00
MTLBB3103	Classic Recycler Security Shield	\$95.00
Security Plate Stickers	Security Plate Stickers	\$15.00
MTWBB3001	Top Door Prop Stick	\$7.95
RPGBB3007	Side Gasket for Solar Bubble	\$4.95
RPGBB3010	Front & Rear Gasket for Solar Bubble	\$4.95
RPGBB3011	Rear Gasket for Solar Bubble	\$4.95
RPPBB3004 (REV 1)	Trash Bin (Flat Style For BB3 with Baffle)	\$95.00
RPPBB3004 (REV 3)	Trash Bin (angle bin)	\$65.00
RPPBB3501	Ad Panel Cover 18" x 30"	\$24.95
RPPBB3502	Ad Panel Cover 30" x 44"	\$47.95
RPPBB50032	BigBelly Bin	\$65.00
RPPBSR3001	Recycler Bin	\$120.00
STICKER 1-49	Custom Stickers (Order quantity up to 49)	\$69.95
STICKER 50-149	Custom Stickers (Order quantity 50-149)	\$59.95
STICKER 150+	Custom Stickers (Order quantity 150+)	\$39.95
WRAP-BB-SGL	Custom Wrap for Single Station	\$395.00
WRAP-BB-SGL-AG	Anti-Graffiti Custom Wrap for Single Station	\$495.00
WRAP-BBSB-DBL	Custom Wrap for Double or Duo Station	\$660.00
WRAP-BBSB-DBL-AG	Anti-Graffiti Custom Wrap for Double or Duo Station	\$695.00
WRAP-BBSB-TRI	Custom Wrap for Triple Station	\$995.00
WRAP-BBSB-TRI-AG	Anti-Graffiti Custom Wrap for Triple Station	\$1,095.00

**BAGS**

Replacement BigBelly and Smartbelly bags are now available for purchase through WasteZero at [www.wastezero.com/bigbelly](http://www.wastezero.com/bigbelly).



## BIGBELLY MAINTENANCE OVERVIEW

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### Preventative Maintenance Visit

BigBelly Solar Technician will perform a 21-point visual inspection/maintenance:

1. Validate serial number of station with location in CLEAN
2. Check for vehicle strikes or vandalism, and document
3. Check stability & adjust leveling feet if necessary
4. Check condition of message panel or wraps
5. Check condition of solar bubble – look for damage
6. Check condition of solar panel – ensure proper functionality
7. Check condition of hopper skin – look for damage
8. Ensure the hopper door opens and closes properly
9. Tighten hopper handle fasteners
10. Check condition of side skins – look for damage
11. Tighten the front door lock cylinder, ensuring it's functioning properly and aligned with the latch
12. Lubricate the front door lock cylinder with graphite lock fluid
13. Clean the trash height sensors and ram, and make sure they're clear of debris
14. Inspect the inner bin
15. Check battery condition with a battery load tester
16. Check battery terminals for corrosion and clean if necessary
17. Inspect circuit board and check for loose wires and/or connectors
18. Inspect front door sensor for corrosion and damage
19. Inspect ram sensor for corrosion and damage
20. Run manual compaction after inspection to ensure proper functionality
21. If companion component is attached, inspect similar criteria as listed above (1-20)

After the stations are visited and inspected, BigBelly will report to the customer with recommendations on necessary repairs, upgrades, part replacements, etc.

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CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of:

Big Belly Solar Inc. corporation; and that  
(insert name of corporation)

2. Jack Kutner is the duly elected  
(insert name of officer who signed contract)

Chief Executive Officer of said corporation; and that  
(insert title of officer)

3. on 12/10/13 at a duly authorized meeting of the Board of  
(insert date of meeting)\*

Directors of said corporation, at which all the Directors were present or waived notice, it was voted that

Jack Kutner, Chief Executive Officer of this corporation  
(insert name and title of officer) (NOTE: Should be same as No. 2 above)

be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: [Signature]  
(Signature of Clerk or Secretary)

Name: Steven W. Delaney  
(Please print or type name of Clerk/Secretary)

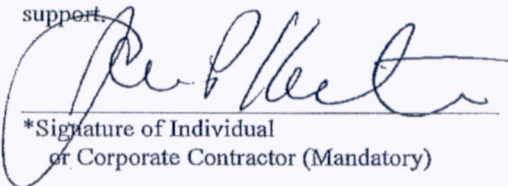
DATE: November 10, 2015  
(insert date Certificate signed by Clerk or Secretary)\*\*


\*This date must be **on or before** the date that the corporate officer signs the contract.

\*\*This date must be **on or after** the date that the corporate officer signs the contract.

ATTESTATION

Pursuant to MG c. 62C, §49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

  
\*Signature of Individual  
or Corporate Contractor (Mandatory)

  
\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: JACK P. KUTWAG  
Corporate Officer  
(Mandatory, if applicable)

Date: November 10, 2015

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, §49A.

Vendor Name: Doody Calls  
Address: 140 Wood Road, Suite 108  
City, State, Zip: Braintree, MA 02184  
Paul Delaney  
617-849-0027

**Budget Code:**

Item No.	Qty.	Description:	Unit Price	Total Price
	40	Receptacle Service for approximately 40 pet waste receptacles, weekly. Included: removal and replacement of 1 can liner to each receptacle and scooping a 6' radius around each receptacle for dog waste and windblown litter.	\$10.00/visit/can/week <i>x 52 weeks</i>	\$20,800.00
	104	Collection, as needed or 2x weekly	\$10.00/visit/can/week	\$1,040.00
		City of Newton Parks and Recreation Department 70 Crescent Street, Auburndale, MA 02466	<i>7.00/visit</i> <i>10.00/visit</i>	
		<b>TOTAL ORDER</b>		<b>\$21,840</b>





# CITY OF NEWTON

1000 COMMONWEALTH AVENUE  
NEWTON, MA 02459  
PHONE: 617-796-1220  
FAX: 617-796-1227

## PURCHASE ORDER 1605372

This number must appear on packages, invoices and correspondence.

### Instructions to vendor:

1. Submit original & three copies of invoices to receiving department.
2. Submit separate invoices for each purchase order.
3. Note terms and conditions included with this document.

Purchase Order Date	Date Required	Requisition No.	Vendor No.	Bid / Contract No.
06/17/16		1605814	120544	QUOTE

### VENDOR:

MACMILL INC  
550 ADAMS STREET  
UNIT 332  
QUINCY MA 02169

### BILL TO/SHIP TO:

RECREATION OFFICE  
(617) 796-1500  
246 DUDLEY RD  
NEWTON MA 02459

ATTN: ELAINE GENTILE

Confirmation	Blanket	Contract	Payment Terms	Freight
			NET 30 DAYS	

Item	Quantity	UOM	Description	Unit Price	Extension
01	1.00	LOT	RECEPTACLE SERVICE FOR APPROX 40 PET WASTE RECEPTACLES, REMOVAL AND REPLACEMENT OF CAN LINERS	21840.0000	21,840.00

Page Total \$ 21,840.00

PO Total \$ 21,840.00

Item	Organization/Account	Amount	Project Code
01	13D6027 52409	21,840.00	

In an effort to 'Go Green', the City of Newton encourages you to receive our Purchase Orders electronically. This is not mandatory, but is strongly encouraged. By going to the web site below and supplying us with your email address and Vendor No. (found at the top of this form), you can begin the process:  
[www.surveymonkey.com/s/no\\_paper](http://www.surveymonkey.com/s/no_paper)

Chief Procurement Officer (Not valid if unsigned)	Mayor's Approval (Orders in excess of \$999.99)	Comptroller (Not valid if unsigned)

COMPTROLLER

PAGE NO. 1

## TERMS AND CONDITIONS

1. Invoices must cover the exact materials shipped. When partial shipments are made, render separate invoice for each shipment, or render invoice on the first of the month for all shipments made during the preceding month. Separate invoices are required for each Using Agency.
2. Prices noted include delivery to the Using Agency of the City as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated on Purchase Order.
4. This Purchase Order may be cancelled without liability to the City if Seller shall fail to make delivery as specified.
5. Time in connection with discount offered, will be computed from the date of acceptance by the City, or from date correct invoice is received by the Using Agency, if the latter date is later than the date of acceptance.
6. The Seller shall replace, repair or make good, without cost to the City, any defects or faults arising within (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus and refund the sums paid therefor.
8. The Seller shall take an responsibility of and for any work performed, and take all precautions for preventing injuries to persons and property in or about the work and shall hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work.
9. By acceptance of this Purchase Order, the Seller warrants that all applicable Federal, State and Local laws and regulations have been complied with.
10. Purchases made by the City are exempt from Federal excise taxes and prices noted exclude any such taxes. Tax exemption certificates will be furnished upon request.
11. Verbal orders are *not binding* on the City and deliveries made without a formal Purchase Order or contract are at the risk of the Seller and may result in an unenforceable claim.
12. Notice is hereby given the City of Newton Minority Business Enterprise Plan dated May, 1988 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
13. Right to Know  
Any Vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant ro M.G.L CHIP SS8, 9 & 10 and the regulations contained in 441 CMR ss21.06 when deliveries are made. The Vendor agrees to deliver all containers properly labeled pursuant to M.G.L. CI1FS7 and the regulations contained in 441 CMR S21.0-5. Failure to submit an MSDS and/or label each container will place the Vendor in noncompliance with this Purchase Order. Failure to furnish an MSDS and/or label each container may result in civil or criminal penalties, including bid debarment and action to prevent the Vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1111 or M.G.L. are cautioned to obtain and read the law and Rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617-727-2834) for \$2.00 plus \$.65 postage.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**