



HOUSEHOLD HAZARDOUS WASTE COLLECTION CONTRACT

This Agreement, dated this [redacted]th day of [redacted], 2015, between the Town of «TOWN», Massachusetts (Community) and Stericycle Environmental Solutions (Contractor), with a business address of 5151 San Felipe, Suite 1000, Houston, TX 77056, sets forth the terms and conditions pursuant to which Contractor shall provide said Services to Community; and Community has duly authorized the undersigned officials to execute this Agreement on behalf of and as the act and deed of Community.

The parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall conduct a Household Hazardous Waste (“HHW”) Collection Event (Event) at date and location described herein in accordance with its proposal to the South Shore Recycling Cooperative (SSRC) dated February 17, 2015 and which was approved by the SSRC Board on March 12, 2015 and confirmed by the Contractor on April 9, 2015. Such services are to be provided in full accordance with all applicable State and Federal laws and regulations.

2. GENERAL PROVISIONS

Contractor shall provide qualified staff and equipment for the collection, processing, transportation and disposal of HHW collected from residents of Community, authorized visitors from other SSRC Member Communities, Very Small Quantity Generators (VSQGs) and Community Departments. This shall include site preparation, safety equipment, spill prevention and countermeasure plan, the consolidation of household hazardous wastes (HHW), proper manifesting, labeling and packing of containers, and the transport of said materials to a suitable disposal or processing facility. Contractor shall remove all materials, personnel, equipment and HHW from the event site as soon as possible on the day of the event.

3. TIME AND LOCATION OF SERVICE

Date: _____

Location: _____

Schedule: ____ AM Begin to set up facilities for Event

8:40 AM Complete setup for Event; confirm contract elections w/ community coordinator

8:45 AM Begin accepting HHWs

1:00 PM Identify the last vehicle to be admitted for HHW collection

1:45 PM Review car counts and any other issues with Community Coordinator. Sign Counting Sheet

4:00 PM Complete cleanup of site, site returned to original condition, all Contractor

vehicles departed

4. COMMUNITY COORDINATOR

Community's Coordinator will be «FIRST» «LAST».

_____ (to be initialed by Community Coordinator) SSRC Executive Director Claire Galkowski may act as Community Coordinator's designee on behalf of the Community.

5. RATE SCHEDULE

Acceptable and unacceptable materials are listed in Appendix C. The schedule of prices for this Event shall be the Price Proposal submitted by Contractor in its Proposal to the SSRC dated February 17, 2015, incorporated herein by reference and attached as Appendix A.

- A "load" or "load-equivalent" is defined as each increment of acceptable hazardous material more than 20 and up to 50 pounds if solid or more than 10 and up to 25 gallons, if liquid, excluding separately priced items, delivered by a single vehicle.
- A "half-load" is defined as acceptable hazardous material more than 6 up to 20 pounds if solid or more than 3 up to 10 gallons, if liquid, excluding separately priced items, delivered by a single vehicle.
- A "small load" is defined as acceptable hazardous material up to 6 pounds if solid or 0.5 to 3 gallons, if liquid, excluding separately priced items, delivered by a single vehicle.
- Multiple "load-equivalents" shall be a whole number based upon the total weight or volume of hazardous waste divided by 50 pounds or 25 gallons and rounded up. Thus, a vehicle that brings acceptable material in excess of 25 gallons of liquid containers or 50 lbs. of solids will be counted as a single vehicle containing multiple "load-equivalents", as determined jointly by Community Coordinator/designee and Contractor's Supervisor/designee. Multiple "load-equivalents" shall be a whole number based on the total weight or volume of hazardous waste divided by 50 pounds or 25 gallons and rounded up.
- Mercury will be counted by weight, as a solid.
- If selected in Section 6, linear and other fluorescent light bulbs shall be added to the weight of the other material using the following factors:

Product	Conversion Factor
Linear fluorescent	0.5 lbs per each 4 linear ft
U-tube	0.5 lbs each
HID bulb	0.5 lbs each

- If Community elects to include any of the separately priced items listed on the price sheet in the list of items acceptable at an event, these items will not be included in the "load-equivalent" count, and will be billed separately at the rates listed on the price sheet.
- Vehicles delivering less than one-half gallon of liquid waste shall not be included in the count.

At collections that process over 150 cars, a 5% discount will be credited to the host Community.

A minimum collection cost and setup fee as set forth in Appendix A shall apply.

Paint Stewardship Law Contingency: If the State of Massachusetts enacts and implements a paint product stewardship law requiring paint manufacturers to provide for the collection,

transport and processing of postconsumer paint during the term of the contract and any extensions thereof, Contractor shall work in conjunction with such paint stewardship program to accept, collect, transport and process all postconsumer paint and other architectural coatings covered by the product stewardship law and brought to this event.

Covered paint products shall not be included in the estimation of vehicle quantities to be billed to the Community, but billed to the paint stewardship program management corporation.

If the billable amount is less than the Minimum Charge, then the quantity of and billed amount for covered paint products to the paint stewardship program management corporation shall be provided to the SSRC Director and be applied to the minimum charge for the collection.

6. OPTIONAL SERVICES

Community declares its election to collect the following Optional Items, in addition to those items found within the Standard Item List:

_____ Oil Based Paint _____ Antifreeze _____ Recyclable Waste Oil
_____ Flares* _____ Fluorescent Lamps* _____ Propane Tanks*

* billed separately from per-car rate, see Price Proposal Form

7. CONTRACT LIMIT

Community declares its election for a contract limit to be the following sum of money for services:

\$ _____ (_____ dollars)

Contractor shall notify Community Coordinator when it appears that 95% of the contract limit has been reached. When determined that the limit has been reached, Community Coordinator may notify Contractor to end the event. Provided that Contractor has given notice that the limit will be met, failure by Community Coordinator to end the event before the contract limit is exceeded will obligate Community to pay Contractor for all additional charges and related costs incurred.

8. MULTIPLE TOWN EVENTS

Community elects to jointly sponsor an Event with Community(ies) listed below, at the location set forth in Time of Services:

Name of Community Name of Community

Contractor shall execute a separate Agreement with each Community for the event, and invoice each participating Community separately. Community in which the Event takes place (Host) will have no responsibility to Contractor beyond payment for services for its own residents' participation.

Community shall be responsible for _____% of the setup fee, if any.

Each participating Community shall be invoiced based on cost of HHW delivered by participants

from that Community, and its portion of the setup fee, if any.

9. PRE-EVENT MEETING

Contractor shall meet with Community's representative if requested at least two weeks prior to the event. This pre-event meeting may address issues including, but not limited to:

- a) Review and Planning
 - i) Review of participating towns
 - ii) Traffic plan, number of stations
 - iii) Restrooms
 - iv) Access for emergency vehicles
 - v) Setup and drum storage area
- b) Contract details (see Paragraph 2, above)
- c) Review of emergency plans, coordination with local fire, police and emergency services

If problems have been encountered at the site at previous events, or if a new site has been selected, a visit is recommended.

10. OPERATING/EMERGENCY PLAN

Contractor shall develop an Operating Plan that includes, but is not limited to, site drawings which show the areas for receiving, testing and packaging, the placement of safety equipment, special procedures to handle rainfall, non hazardous solid waste handling, site cleanup and traffic control designs. The Operations Plan shall also include procedures for the handling of unknown or unlabeled materials and restricted items, as well as an Emergency Plan to be used in the event of a spill or other emergency. This shall include the identification of local response teams, facilities and hospitals.

Contractor shall be responsible for providing and placing a plastic liner in the roll-off container for empty containers and other nonhazardous materials, whether or not the roll-off was provided through this contract.

11. ACCEPTABLE AND OPTIONAL MATERIALS

The Supervisor and Community Coordinator will confirm the list of optional items pursuant to Section 6, before the start of the collection. Contractor shall accept all wastes deemed acceptable that are brought by qualified residents, visitors, VSQGs and Community.

12. COURTESY SEPARATIONS AND DISPOSAL OPTIONS

Contractor shall assist in the segregation of items for recycling by Community as requested on site. Community will provide storage containers for these items and be responsible for their removal in a timely fashion. Examples include motor oil, fluorescent lamps, propane tanks and clean cardboard.

13. RECIPROCITY

Contractor agrees to honor the policy of residential reciprocity at any event executed under this Agreement. Residents of any SSRC Member Community in good standing who present a signed Visitor Authorization Form may deliver the authorized quantity of acceptable materials at events in other Member Towns. In the absence of such a form, visitors shall pay the contract rate to Community Coordinator or designee on site in return for having their HHW accepted. Payment

shall be noted in the billing summary prepared by the SSRC Director and forwarded to Contractor.

Community Coordinator / designee will be responsible for admitting or rejecting Visitors based on the possession of a valid Visitor Authorization Form, or the Visitor's willingness to pay for unauthorized quantities, and for tracking the number and residences of Visitors. The SSRC Executive Director shall furnish the summarized information to Contractor and Community during the week following the collection.

14. MUNICIPAL AND VSQG HAZARDOUS WASTE

Contractor shall contact Community at least one week prior to each event to determine the quantity of accumulated paints, abandoned waste and other municipal hazardous waste to ensure adequate capacity. Load-equivalents of HHW delivered directly by the municipality may be determined by the Supervisor and Community Coordinator and added to the vehicle count, or billed separately if arranged by Community with Contractor before event. Communities shall be responsible for bringing accumulated materials to Contractor's setup area on the day of the event.

Contractor shall accept waste from VSQGs and unauthorized visitors bringing household quantities on a user-pay basis at the contract rate.

15. TRACKING

Community Coordinator/designee will be present at the event at all times, and will determine the number of vehicles, small quantities, load-equivalents and items not included in the vehicle rate as defined in Section 5. Contractor may either designate staff in addition to the Minimum Staffing Level stated in the Technical Proposal to collaborate with Community Coordinator on this determination at the check-in point, or accept the determination from the Community Coordinator. At the end of the event, Contractor and Community Coordinator will review final counts as defined in Paragraph 5 and sign a Vehicle Counting Sheet (Appendix D).

Contractor shall provide legible copies of the transportation manifests and certificates of disposal for all materials collected to the SSRC Director within thirty days following the collection.

16. SITE CLEANUP

Contractor shall provide adequate personnel, equipment and storage capacity to ensure that consolidation, packing and cleaning takes no longer than three (3) hours following the close of the event. Site shall be returned to its original condition.

17. PERSONNEL AND EQUIPMENT.

Staffing levels shall, at a minimum, conform to those stated in the Technical Proposal Section 3, inserted below, based on the previous three years' participation. Staff shall be drawn from the Key Personnel listed in Technical Proposal Section 3, or the names and credentials of new Key Personnel shall be forwarded to the SSRC Director at least one week prior to the Event.

# of Vehicles	50-99	100-199	200-299	300-399
# of Supervisors	1	1	1	2
# of Chemists	1	1	2	2
# of Technicians	2	3	4	7

Contractor shall procure and maintain equipment in conformance with Technical Proposal Section 6. The Supervisor/Safety Officer shall be responsible for the actions of the employees of Contractor.

18. STATUS

Contractor shall assume generator status from the point where HHW is accepted, and shall use its own EPA ID number for purposes of manifesting. Title to all identified wastes accepted by Contractor at the collection site shall pass directly from vehicle drivers to Contractor at the time it is removed from each vehicle by Contractor's staff, with the exception of Courtesy Separations as described in Section 12.

19. TREATMENT, STORAGE AND DISPOSAL VERIFICATIONS

Contractor shall accept responsibility and accountability for the safe transport of all collected wastes, and shall deliver them to properly licensed facilities for legal and proper disposal.

20. INVOICING

In the week following each event, the SSRC Director shall summarize resident, visitor and VSQG participation, additional costs and discounts that apply as set forth in section 5, and forward to Contractor and Community Coordinator.

Contractor shall forward work orders or invoices to SSRC Director for approval prior to invoicing the Member Communities.

Each Community from which an authorized visitor or visitors originated shall receive a separate invoice for those visitors at the Household-equivalent rate, either after each collection or in summary at the end of the spring and fall collection seasons.

The amounts invoiced to the visiting towns and paid on site shall be deducted from Community's bill. Payments shall be made by Member Communities within 30 days of the date of invoice.

21. COMPLIANCE WITH LAWS AND REGULATIONS

a. Statutory Compliance

Compliance with all applicable local, State and Federal laws, regulations, ordinances and rules of all authorities having jurisdiction over the collection and disposal of hazardous waste shall be the sole responsibility of the Contractor. The SSRC and its Member Communities accept no liability for the performance of the awarded Contractor or its compliance with these laws, rules or regulations.

Wherever applicable law mandates the inclusion of any term or provision into a municipal contract, this Paragraph shall be understood to import such term or provision into this Agreement. To whatever extent any term or provision of this Agreement shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

Contractor shall keep itself fully informed of all existing and future municipal, state and federal laws, by-laws and regulations, and of all orders and decrees of any bodies having jurisdiction on any manner of those engaged or employed in the work. Likewise, if any materials used in the work or affecting the conduct of the work is discovered in the specifications to be in violation of any such law, by-law, regulation, order or decree, it shall

forthwith be reported in writing to Community.

b. Licenses

The requirements of the Department of Environmental Protection's regulations as found in 310 CMR 30.390 must be adhered to throughout each collection. In addition, the following identification shall be present at each collection site prior to the start of any activity:

1. EPA identification number
2. Massachusetts DEP license for hazardous waste transport
3. DOT placards on all vehicles used for HHW transport
4. Proof of liability insurance (see Paragraph 22 for limits)
5. Any state or federal permits necessary for interstate transport

22. INSURANCE REQUIREMENTS

Liability insurance shall be documented to be in effect for claims arising out of death or bodily injury or property damage from hazardous waste transport, treatment, storage and disposal, including:

- a. Commercial general liability or equivalent corporate guarantee: one million (1,000,000.00) dollars per occurrence, and one million (\$1,000,000) dollars aggregate
- b. Pollution Liability: one million (1,000,000.00) dollars on site and one million (1,000,000.00) dollars off site per occurrence.
- c. Excess Liability Umbrella: Five million (5,000,000.00) dollars per occurrence
- d. MCS-90 Endorsement for Hazardous Materials Transportation: Five million (5,000,000.00) dollars total.
- e. Worker's Compensation at an amount required by state law.

Policies shall not be amended or canceled by the Insurer in less than thirty (30) days after receipt of a written notice of cancellation or amendment by certified or registered mail.

All Receiving and Destination Facilities shall have at least the amounts of insurance required under federal regulations 40 CFR 264 or 265 subpart G or H.

23. WARRANTY

Contractor warrants that it understands the currently known hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of HHW. Contractor also warrants that it will perform all services under this Agreement in a safe, efficient and lawful manner using industry accepted standards and the best available technology, in full compliance with all applicable state and federal law.

24. RIGHTS, REMEDIES AND SEPARABILITY

Any failure to comply with any of the terms or conditions of this Agreement shall allow Community to have all the rights and remedies to cancel, terminate or suspend the Agreement in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Agreement, including damages and specific performance, and the right to select among the remedies available to it by all of the above. Any waiver, by either party of any term or condition of this Agreement shall not, however, be construed or decreed to be a

waiver of any other term or condition, unless such waiver be expressed in writing by the party to be bound.

If any Paragraph, sentence or portion of this Agreement shall be judged illegal, invalid or unenforceable such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any Paragraph, sentence or portion hereof not so judged.

25. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the SSRC and Community and each of their respective officials, employees, agents and representatives from all claims, demands, costs or expenses for loss, damage or injury to persons or property arising out of the provisions by Contractor and its employees, agents and subcontractors for services as described under this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any.

26. NO LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by law, no official, employee, agent or representative of Community or the SSRC shall be individually or personally liable on any obligation of Community under this Agreement.

27. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, title or interest without consent in writing by all parties concerned. If Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Agreement, title or interest, the Agreement may, at the option of Community, be canceled and terminated.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

29. TERMINATION

Prior to the day of the Event, Community may terminate this Agreement for its convenience upon 30 (thirty) days written notice to Contractor. In the event the event is ended during the course of a collection event as described in Section 7, any work immediately in progress will continue to completion but no hazardous materials will be collected in excess of the contract limit. Community shall pay for any such work in progress that has been completed and accepted up to the contract limit.

Furthermore, the obligations to deliver and accept services by both parties may be suspended by either in the event of: an act of war, natural occurrence or other force majeure of such proportion that it renders the safe performance by either party impossible.

30. NON-PERFORMANCE

If Contractor refuses or fails to furnish service as contracted with Community or to meet the conditions of this Agreement, Community may obtain such service from another qualified

contractor that is available. In this event, Contractor shall pay to Community all expenses incurred above the contract rate.

31. NOTICES

Any notice, invoice report or other communication given under the provisions of this Agreement shall be in writing and shall be deemed sufficient if sent to the addresses noted below:

To Community:	To Contractor:
«TOWN» «CO»	Stericycle Environmental Solutions, Inc.
«ADDRESS»	275 Allens Ave.
«TOWN2», MA 0«ZIP»	Providence, RI 02905
Attn: «FIRST» «LAST»	Attn: Amanda Wuoti
781-«WORK_PHONE»	(617) 852-3086

Either party may change its notice address by notice similarly given.

32. CORPORATE CONTRACTOR

Contractor shall endorse upon this Agreement (or attach hereto) its Secretary's Certificate certifying the corporate capacity and authority of the party signing this Agreement for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Agreement is executed by Contractor. This Agreement shall not be enforceable against Community unless and until Contractor complies with this Paragraph.

Contractor, if a foreign corporation, shall comply with the provisions of MGL c. 181, Sections 3 & 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation: and said Contractor shall comply with all the laws of the Commonwealth.

33. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written:

Community:	Contractor:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Procurement Officer

Town Accountant

APPENDIX A

**SOUTH SHORE
RECYCLING
COOPERATIVE**
http://ssrcoop.info



P.O. Box 247
Westwood, MA 02090
781.329.8318
ssrecyclingcoop@
verizon.net

**HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
July 2015-June 2017
Price Proposal Form**

Description (Agreement, Section 5)	Unit	Cost Per Unit
Cost/Load-equivalent	more than 10 and up to 25 gals. of liquid, or more than 20 and up to 50 lbs of solid	\$ 45.00
Cost/Half Load	more than 3 and up to 10 gal, or more than 6 and up to 20 lbs.	\$ 24.00
Cost/Small Load	0.5-3 gal, or up to 6 lbs.	\$ 20.00
Setup Fee (not to exceed \$500)	Collection event	\$ 400.00
Minimum Charge (not to exceed \$4,000)	Collection event	\$ 2,500.00
Flares* (optional)	Each	\$300/15gal
Other* Fluorescent Bulbs	Foot	\$ 0.22
Other* Propane Tanks	20 lb.	\$10.00
	< 20 lb.	\$4.00
	> 20 lb.	\$20.00
Roll-Off service, delivered and disposed	30 yd ³	\$N/A
Over 150 cars	5 % Discount	

** Not included in per vehicle rate*

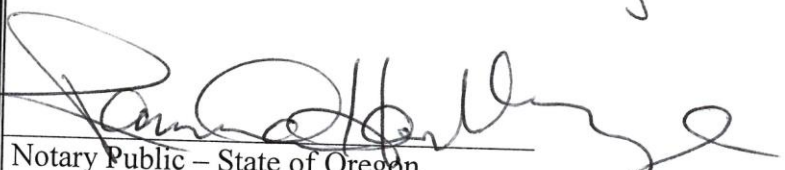
***The above pricing is final through the life of the contract. However, pricing is based on the steady flow of traffic from arrival to offload. Significant delays observed due to SSRC load review may result in the need to apply the escalator at renewal time.*

The undersigned hereby warrants that the information represented herein is true and correct as of the date below, and accepts the terms of service set forth within this Request for Proposals:

AUTHORIZED SIGNATURE: Melinda Rath DATE 2/14/15
NAME MELINDA RATH TITLE VICE PRESIDENT U.S. REGIONAL SALES
COMPANY STERICYCLE ENVIRONMENTAL SOLUTIONS, INC ADDRESS 5151 SAN FELIPE SUITE 1000, HOUSTON TX 77056
PHONE 503-855-3297 FAX N/A
EMAIL mindy.rath@stericycle.com

(SEAL)



State of OREGON
County of Washington
This instrument was acknowledged before me on 2-14, 2015 by Melinda Rath
as VP US Regional Sales of Stericycle Environmental Solutions Inc

Notary Public - State of Oregon

APPENDIX B

NON-COLLUSION

The undersigned certifies under penalty of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, organization, entity or group of individuals.

AUTHORIZED SIGNATURE: Melinda Rath DATE 2/9/15
NAME MELINDA RATH TITLE VICE PRESIDENT, U.S. REGIONAL SALES
COMPANY STERICYCLE ENVIRONMENTAL SOLUTIONS, INC. ADDRESS 5151 SAN FELIPE,
SUITE 1000 HOUSTON, TX 77056
PHONE 503-855-3297 FAX n/a EMAIL mindy.rath@stericycle.com

TAX COMPLIANCE

Pursuant to MGL Chapter 62C, section 49A, I certify under penalty of perjury that the individual/firm listed below has filed all state tax returns and has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

26-2836612
Federal Identification Number Social Security Number (voluntary)

AUTHORIZED SIGNATURE: Melinda Rath DATE 2/9/15
NAME MELINDA RATH TITLE VICE PRESIDENT, U.S. REGIONAL SALES
COMPANY STERICYCLE ENVIRONMENTAL SOLUTIONS, INC. ADDRESS 5151 SAN FELIPE
SUITE 1000 HOUSTON TX 77056
PHONE (503)855-3297 FAX n/a EMAIL mindy.rath@stericycle.com

Approval of this proposal or other agreements will not be granted unless this certification clause is signed by the Proposer. The social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether all tax filings and/or payment obligations have been met.

APPENDIX C

Acceptable materials at HHW Events

varnish, shellac, paint strippers, turpentine, paint thinner
wood preservatives
furniture, floor and metal polishes
rug and upholstery cleaners
floor care products
moth balls and crystals
acids and bases
rubber cement, adhesives
photography chemicals
flammable liquids and aerosols
fiberglass resins
asbestos
pesticides, herbicides, fungicides and insecticides
poisons
pool chemicals
cesspool cleaners
tire cleaners, transmission fluid, degreasers, carburetor cleaner, brake fluid
motor oil mixtures

Oil based paint and stains *, ***

Latex paint for recycling***

antifreeze *

recyclable motor oil *

fluorescent lamps*

road and marine flares**

* at the option of the Community (Paragraph 6)

**at the option of the Community, for a charge separate from the per-car rate

*** at no cost to the community in the event that paint product stewardship legislation is enacted

Unacceptable materials at HHW Events

radioactive materials (including smoke detectors)
pathological and medical waste
pressurized gas cylinders
explosives

APPENDIX D

South Shore Recycling Cooperative Counting Sheet

DATE		SQ (up to 5 gal/10 lb)	1 HHE (up to 15 gal/30 lb)	2 HHE	3 HHE	4 HHE	5 HHE	6 HHE	# of CARS	TOTAL SQ	TOTAL HHE
HOST TOWN											
Co-host town											
VIS TOWN											
VIS TOWN											
VIS TOWN											
VIS TOWN											
VIS TOWN											
VIS TOWN											
VIS TOWN											
VIS TOWN											
VSQG											
TOTAL											

Community Coordinator signature: _____ Contractor signature _____

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