

**Select Board Meeting**  
**Tuesday, May 28<sup>th</sup>, 2024, 6:15 p.m.**  
**Nowak Room, Town Offices**  
**10 Front Street, Exeter NH 03833**

**REGULAR BUSINESS MEETING BEGINS AT 7:00 PM**

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/89658893998>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 896 5889 3998

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the chair you wish to speak. On the phone, press \*9.

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at [extvg@exeternh.gov](mailto:extvg@exeternh.gov) or 603-418-6425 with any technical issues

**AGENDA**

1. Call Meeting to Order
2. Board Interviews
3. Public Comment
4. Proclamations/Recognitions
5. Approval of Minutes
  - a. Regular Meeting: May 13<sup>th</sup>, 2024
6. Appointments
  - a. None
7. Resignations
  - a. Arts & Culture Advisory Commission
8. Discussion/Action Items
  - a. Peace Resolution: Continued Peace Resolution Discussion
  - b. Squamscott River Siphons Update
  - c. Pickpocket Dam Feasibility Study Presentation
  - d. Reclassification: GIS Coordinator
9. Regular Business
  - a. Tax Abatements, Veterans Credits & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Select Board Committee Reports
  - e. Correspondence
10. Review Board Calendar

**11. Non-Public Session**

**12. Adjournment**

**Niko Papakonstantis, Chair**

**Select Board**

**Posted: 05/24/24 Town Office, Town Website**

**Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.**

**AGENDA SUBJECT TO CHANGE**

## Board Interviews



# Town of Exeter

Town Manager's Office  
10 Front Street, Exeter, NH 03833

Town Manager's Office

APR 22 2024

## Statement of Interest Boards and Committee Membership

*Received*  
Interview  
Monday ~~5/13/24~~  
6:40 pm  
CONFIRMED 5/28/24  
rescheduled

Committee Selection: Pairpoint Park

New  Re-Appointment  Regular  Alternate

Name: Mollie Ruffner Email: mbruffner@gmail.com

Address: 11 Hall Pl, Exeter, NH Phone: 603-770-6840

Registered Voter: Yes  No

Statement of Interest/experience/background/qualification, etc. (resume can be attached).

I am interested in volunteering on the Pairpoint Park committee. I have been a real estate broker and property manager for the last 18 years with Ruffner Real Estate (located in downtown Exeter). I am also an avid gardener.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Select Board
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

I certify that I am 18 years of age or older:

Signature:  Date: 4/17/24

To be completed by Select Board upon appointment:

Date Appointed: \_\_\_\_\_ Term Ending: \_\_\_\_\_ Full: \_\_\_\_\_ Alternate: \_\_\_\_\_

1957-58

1958-59

1959-60

1960-61

1961-62



**Town of Exeter**  
 Town Manager's Office  
 10 Front Street, Exeter, NH 03833

**Statement of Interest  
 Boards and Committee Membership**

*Interview  
 May 13, 2024  
 6:50 pm 5/28/24  
 CONFIRMED  
 rescheduled*

Committee Selection: Pairpoint Park

New  Re-Appointment  Regular  Alternate

Name: Suzanne Bokot Stone Email: Suzbokot63@gmail.com  
 Address: 21 Forest St Exeter Phone: 603 686 2626

Registered Voter: Yes  No

Statement of Interest/experience/background/qualification, etc. (resume can be attached).

I have been in the garden and landscape business for 20+ years as a small business owner. I have maintained the garden behind 149 Water St for a number of years for Nancy Phillips. I have lived in Exeter for 20+ years

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Select Board
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

I certify that I am 18 years of age or older:

Signature: Suzanne Bokot Stone Date: 3/28/2024

To be completed by Select Board upon appointment:

Date Appointed: \_\_\_\_\_ Term Ending: \_\_\_\_\_ Full: \_\_\_\_\_ Alternate: \_\_\_\_\_



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## Pairpoint Park Stakeholders Committee

3 messages

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**Pam McElroy** <pmcelroy@exeternh.gov>  
To: suzbokat63@gmail.com

Mon, Apr 1, 2024 at 12:13 PM

Good afternoon Suzanne.

Thank you for your interest in volunteering for the Pairpoint Park Stakeholder's Committee.

Please confirm your availability to meet with the Select Board on Monday, May 13, 2024 at 6:50 pm.

Thank you.

*Pam McElroy*

**Town of Exeter**

Senior Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

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**Suzanne Bokat Stone** <suzbokat63@gmail.com>  
Reply-To: suzbokat63@gmail.com  
To: Pam McElroy <pmcelroy@exeternh.gov>

Tue, Apr 2, 2024 at 10:01 AM

Thanks, Pam,

Yes, i can make that time and date. Can you confirm I will go upstairs at the town office?

Thanks

Suzanne

[Quoted text hidden]

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The Stem and Petal

suzanne@thestemandpetal.com

603-686-2626

www.thestemandpetal.com

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**Pam McElroy** <pmcelroy@exeternh.gov>  
To: suzbokat63@gmail.com

Tue, Apr 2, 2024 at 1:52 PM

Thank you. You will meet in the Wheelwright Room, downstairs, but you can begin in the Nowak Room upstairs if you like.

[Quoted text hidden]

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[Quoted text hidden]

**Proclamations/Recognitions**



**Select Board Meeting  
Monday May 13, 2024  
6:00 PM  
Nowak Room, Town Offices  
Draft Minutes**

**1. Call Meeting to Order**

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6 PM.

**2. Non Public Session - RSA 91-A3II(a,b,d)**

**MOTION:** Ms. Belanger moved to enter into non-public session under RSA 91-A3II(a,b,d). Ms. Gilman seconded. In a roll call vote, the motion passed 5-0.

The Board went downstairs to the Wheelwright Room for the non-public session, and reconvened in the Nowak Room at 7 PM.

**3. Public Comment**

- a. Catherine Edison of 12 Connie Road Exeter spoke regarding Pickpocket Dam. She requested that the Select Board formally revisit the vote of October 2, 2023, in light of information that was not available or not presented to the Board at the time that this decision was made. The grant application says that removing the dam will improve fish passage, but State data indicates there have been no Alewife reaching Pickpocket Dam since the Great Dam was removed eight years ago. Key elements were missing from the approval presentation that should have factored into the Board's decision. The grant application is factually false in many of its arguments which renders the application invalid. Failure to acknowledge and correct the mistake would result in \$2M in Federal funds being awarded based on false information. The Select Board should withdraw or amend the application.

Mr. Papakonstantis read a statement in response to Ms. Edison's email which was previously submitted to the Board:

*Regarding Pickpocket Dam, on Friday May 3, 2024, an email was received by Town Senior Executive Assistant, Pam McElroy, from an Exeter citizen requesting that the 'Select Board formally revisit the decision/vote on 10/2/23 to move forward with the submission of the NOAA Restoring Fish Passage through Barrier Removal Grant Application (submitted 10/16/23), in light of information that was either not available and/or not presented to the Board at the time that this decision was made'. The entire email is part of the Select Board packet for tonight. VHB, the Town's consultant, has reviewed the email in its entirety and has written a response, which will be posted to the Town's website.*

*In its response, VHB disagrees that key information was missing from the decision process at the time the Select Board voted to apply for the NOAA Grant application. Although the feasibility study was not yet complete, the primary conclusions and basis for the grant application have not changed. As discussed in depth in the grant application, improving Alewife fish passage is not the only reason that led to the Town's decision to submit a grant application to NOAA. The NOAA grant application and the feasibility study discuss multiple environmental, resilience, and public safety benefits associated with dam removal, including the following goals:*

*Goal 1: Advance restoration efforts for diadromous fish populations by eliminating a barrier to upstream fish passage*

*Goal 2: Improve the Exeter River's declining water quality and strengthen the Exeter River's natural ecosystem*

*Goal 3: Increase the Exeter River's flood resilience and reduce vulnerability to the growing risk of fluvial flooding*

*Goal 4: Increase public safety by eliminating unsafe dam infrastructure*

*While the Select Board has voted to apply for the NOAA Grant, the Select Board must make a final vote to adopt a preferred alternative so that the Town may come into compliance with NHDES's Letter of Deficiency. The town has received feedback and opinions from residents from Exeter and Brentwood regarding the Pickpocket Dam and the possible alternatives. All public comments (whether oral or written) were compiled, and responded to, in the final feasibility study dated April 30, 2024, and are available on the Town website. In making a decision on which alternative is preferred, the Select Board will review all public comments and respective responses and take them into consideration.*

#### 4. Proclamations/Recognitions

##### a. DPW Employee of the Quarter

The Board recognized Water/Sewer Utilities Clerk Desiree Murphy, the Public Works employee of the quarter.

##### b. National Public Works Week

Ms. Gilman read the proclamation for National Public Works Week:

*WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Exeter; and,*

*WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector,*

*who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and, WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Exeter to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and, WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now, RESOLVED, We, the Select Board of Exeter, do hereby designate the week May 19-25, 2024, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all. IN WITNESS WHEREOF, We have hereunto set the Seal of the Town of Exeter, NH, on this 13th day of May 2024.*

c. Town Clerk Proclamation for Municipal Clerks Week

*Ms. Gilman read the proclamation for the 2024 Municipal Clerks Week: Whereas, the Office of the Municipal Clerk is a time honored and vital part of local government exists throughout the world; and Whereas, The Office of the Municipal Clerk is the oldest among public servants; and Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and Whereas, the Municipal Clerk serves as the information center on functions of local government and community: and Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and Whereas, It's most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk; and Now, Therefore, We the Select Board of Exeter, do recognize the week of May 6 to May 10 2024 as Municipal Clerks' Week, and further extend appreciation to*

*our Municipal Clerk, Andrea Kohler, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent. Dated this 13th day of May, 2024.*

d. Tree Committee

Mr. Papakonstantis recognized the Tree Committee. Exeter is a Tree City USA for the 5th year and won a 3rd consecutive growth award for going above and beyond the requirements.

e. AARP Age-Friendly Community

Mr. Papakonstantis said we received a certification that the town of Exeter NH has been accepted as a member of the network of AARP certified age-friendly communities.

5. Approval of Minutes

a. Regular Meeting: April 29, 2024

**MOTION: Ms. Belanger moved to approve the minutes of April 29, 2024 as submitted. Ms. Gilman seconded. The motion passed 5-0.**

6. Appointments

a. There were no appointments or resignations made at this meeting.

7. Discussion/Action Items

a. Siphons Project Update – Paul Vlasich, Town Engineer

Town Engineer Paul Vlasich gave an update on the sewer siphons project. Mr. Vlasich said at the last meeting, he talked about an exploratory probe and gathering information to help decide next steps. That is completed. We drilled from Swasey Parkway towards the mills, staying above the ledge and closer to the original design elevation. There was hope we could make it across but we hit the known ledge outcropping. There's a new plan to start with a rock drill over on the mill side, drill down to the ledge and through it, then enlarge that to 18 inches and pull the siphon pipe through. By the end of next week, the paddle should be making it across or already be across to the Parkway.

Ms. Belanger asked whether this would be louder for the mills. Mr. Vlasich said yes, but less noisy on the Housing Authority Side. There's a reclaimer machine on the Swasey side that processes the mud and takes out the grinding bits, which is too big to bring to the other side of the river, so the contractor is having a smaller one brought in.

Mr. Papakonstantis asked if we've notified the abutting residents on an increase in noise. Mr. Vlasich said we have a meeting tomorrow with EHA and he reached out to the Mills property manager.

b. Owner Project Manager Recommendation for Police/Fire Substation Project – Dave Sharples, Town Planner

Town Planner Dave Sharples requested that the Select Board authorize a contract with CHA, one of the firms that responded to our RFP for an Owner Project Manager (OPM). The vote passed in March to build the new Police Station and Fire Substation at \$17,522,000 and he started meeting with the Town Manager every week to get this project started. We haven't been getting bids in line with our budget in this market, so we decided to go with a different delivery method where the design team and the builder work together. An OPM would help us select the design team and construction manager, as well as oversee the project to ensure it stays on-schedule and on-budget. This will save us time and money on the project. We issued an RFP April 12, and received 5 responses. We conducted interviews and felt all five firms were capable of doing the job. Their fee proposals ranged from \$361,000 to \$479,000, with one outlier at \$649,000. After review, we're proposing CHA Consultants at \$374,724. Joe Sullivan, who would be the lead on the project, has worked on numerous Police and Fire Stations in New England.

Ms. Belanger asked whom they would report to. Mr. Dean said the team would stay involved. The two Chiefs, the Town Planner, the Town Manager and Assistant Town Manager will be involved.

Mr. Chartrand said he appreciates that Mr. Sharples coordinated with the Facilities Advisory Committee.

**MOTION:** Ms. Belanger moved to authorize the Town Manager to negotiate and execute a contract with CHA Consultants for the scope of work set forth in the Request for Proposals for Owner Project Manager Services, Town of Exeter New Hampshire, Town of Exeter Police Station and Fire Substation, dated April 12, 2024, not to exceed \$374,724. Ms. Gilman seconded. The motion passed 5-0.

c. Resolution: Gaza Ceasefire

Karishma Manzur of 6 Windemere Lane read the proposed proclamation and cover letter.

*As residents of Exeter, we are writing to you to share a draft resolution calling on President Joe Biden and our Federal representative delegation to facilitate an immediate and ending ceasefire between Israel and Palestine; to facilitate the provision of life-saving humanitarian aid in Gaza; to call for the release of all hostages and all people unjustly held in Israel, Gaza, and the West Bank; to consider the economic costs of this ongoing conflict on the residents of Exeter; and to work towards a political solution to the ongoing conflict.*

*We understand that arguments can be made that nonbinding resolutions are symbolic and may not impact US foreign policies, as well as that our town's Select Board should prioritize municipal affairs instead of international conflicts. However, as citizens of the United States, we have a moral obligation to inform our elected officials when we strongly disagree with their actions and when our federal taxes are being used to kill and injure non-combatants and children in direct disregard of the statutory provisions in effect under the "Leahy law"*

*(Section 620M of the Foreign Assistance Act of 1961, 22 USC 2378d; Section 362 of Title 10 of the US Code). As our local government representatives with access to higher-level government officials, we respectfully request that you hear our concerns and consider the resolution for discussion at the next Select Board Meeting.*

*Dr. Karishma Manzur*

*Ms. Mercy Carbonell*

*Mr. Charles Fanning*

*Dr. Kaitlyn Martin Fox*

*Ms. Tanea Hibler*

*Dr. Alexander Koch*

*Dr. Khalid Madhi*

*Mx. Charla Malamed*

*Dr. Michael Matsumaru*

*Dr. Rina Muneeruddin*

#### *A Resolution*

*"Calling on the President of the United States of America, Joseph R. Biden, United States Senators Jeanne Shaheen and Maggie Hassan, and United States Congressman Chris Pappas, to facilitate immediate de-escalation and a sustained, bilateral ceasefire between Israel and Palestine; to facilitate the immediate entry of humanitarian aid assistance, including medicine, food, and water to Gaza at the scale required; to call for the release of all hostages and all people unjustly held in the region, including Israel, Gaza, and the West Bank; and to work with the international community toward long-term political solutions that could afford safety and dignity to all people in Israel and Palestine."*

*Resolved by The Select Board of the Town of Exeter as Follows:*

*WHEREAS, the Exeter Select Board recognizes that all human life is precious and all people have a right to live with dignity, feel safe, and be respected, regardless of nationality, race, or religion; and*

*WHEREAS, international humanitarian law requires all parties to an armed conflict to protect children and non-combatants, and prevent the commission of grave violations against them, including killing and maiming, attacks on schools and hospitals; and*

*WHEREAS, hundreds of thousands of lives are at imminent risk of famine and death if a permanent ceasefire is not reached and humanitarian aid is not delivered without delay; and*

*WHEREAS, to provide economic and military aid to Israel and humanitarian aid to Gaza and the West Bank in the year 2024 alone, over \$1,200,000 in federal taxes will come out of the citizens of the Town of Exeter alone, over \$102 million will come out of the State of New Hampshire, and over \$20 billion dollars will come out of the United States of America, instead of using American tax*

*revenues to fund local, state, and federal health care, housing, and educational needs; and*

*NOW, THEREFORE, BE IT RESOLVED that the Exeter Select Board joins with representatives of other US cities and towns in calling on our President and our Federal representative delegation to facilitate an immediate and enduring ceasefire, the provision of life-saving humanitarian aid in Gaza, the release of all hostages and all people unjustly held, a political solution to the ongoing conflict; and*

*BE IT FURTHER RESOLVED that the Exeter Select Board asks the Town Clerk to forward copies of this Resolution to the President of the United States, our Federal representative delegation, the Governor of New Hampshire, and our state representatives.*

Ms. Manzur read a letter on why the Select Board should adopt the resolution.

Robert Azzi of 15 Newfields Road said when he moved to Exeter, his was the only Muslim family in town. He doesn't think this is a question of what's happening in Israel and Gaza, it's what we show our children that we care about. This is not just a national problem. This gives us an opportunity to affirm our humanity.

Erica Wilson of 81 Front Street said she doesn't know how she'll explain to her two boys in the future what we did or didn't do. She does outpatient psychiatry and this is weighing on people. We feel powerless in this situation. Saying we want peace is a small thing that would lighten the hearts of people in this community.

Sharla of 130 Water Street said they are also a psychologist and understand how mental health is tied into politics. Adopting this resolution will make this something that isn't part of a shadow world we can't talk about, which is how we become sick. They are Jewish and profoundly ashamed of what is being done in Jewish peoples' names by Israel. A ceasefire is the least we can do.

Ali Muckle of 28 Chestnut Street said she loves being part of the Exeter Community and the Exeter Mills Community. She's hearing a lot about this conflict and how much it's affecting people, including elderly people. It's intolerable to think about what is happening to people in Palestine.

Mr. Papakonstantis said we're here as elected officials but also human beings, and we feel what you have mentioned. Mr. Chartrand said the testimony moved him greatly but he's struggling with this resolution because our form of government is specific that the highest body in the town is the voters. Something like this that has the potential to be discussed should probably go to them, but that body only meets once a year, during our town election, which is not timely to this discussion. He needs more time to think about this. He has availed himself of mental health services and they have helped him greatly, so to hear that that is impacting folks in that process moves him greatly.

Ms. Belanger said as a Select Board member, she's also struggling with this. She doesn't feel like this is a Select Board role, it's the Senators and Congressmen who have this role.

Ms. Gilman said this is different, being a continuous and escalating issue, but we have instituted Juneteenth as a town holiday and changed Columbus Day to Indigenous Peoples' Day. She feels fine with going forward with this resolution. This is not a partisan issue to her. Because of our previous actions, she feels ok about a group of people sending a letter to Senators and Congressmen.

Ms. Cowan said it's helpful to hear from a variety of constituents in our community. She feels pragmatic in her role as a Select Board and the impact of this. She understands what Ms. Belanger and Mr. Chartrand are saying but what's happening is awful and continuous and she believes that our role is to keep folks in our community safe and whole. This is a peace resolution that's not judgmental or political in a divisive way. It's political in a "we are human" way. She added that she would give the other Board members more time if needed.

MOTION [Withdrawn]: Ms. Gilman moved to discuss this resolution by the Town of Exeter calling on the president to have an immediate de-escalation and ceasefire between Israel and Palestine. Ms. Gilman withdrew her motion.

Mr. Chartrand said something similar has been taken up in Portsmouth and Durham, but they are not SB2 towns and don't do Town Meetings, or do them only for budget. They have a town council or city council that would be the body to bring something like this to. He brought a citizen's petition to the voters of this town in the mid-2010s asking if the voters of the town would form a charter commission to look at our unwieldy form of government, in which Town Meeting is only held once a year. The town voted very clearly not to even form a commission to look at that, so he takes this form of government very seriously. He said he would regretfully vote no to sending this resolution to the elected officials. Ms. Belanger said she shares Mr. Chartrand's frustration and would have to vote no on the resolution. She wishes it were closer to March so there could be a Citizens' Petition.

Ms. Gilman asked if the Board can talk about this in two weeks.

Mr. Azzi asked to speak during Board deliberations, and Mr. Papakonstantis allowed him to proceed. Mr. Azzi said he understands the rationality of what the Board is saying but he wants to know what it would take to call a special town meeting. Mr. Papakonstantis said we did that last July over the siphon issue. First you have to go to court and petition the judge to allow the special town meeting to happen. Mr. Dean said the court would have to deem an emergency that should be addressed in a special town meeting. Mr. Azzi said we feel that this is truly reflected in the hearts of the people of Exeter, and they're calling on you to express solidarity with people under stress.

Mr. Papakonstantis said this is tough because we're all human beings and it hits everybody, but as local elected officials, we're supposed to separate out who we are from representing the town. That can be very difficult. We are



limited in what we can do, but sometimes symbolism is important. A special town meeting can be done if we go through the formal legal proceedings, but the consensus he's getting is that we need another week or two to reflect on this. If on the 28th members of the public are not satisfied with what the Board wants to do, they can consider petitioning the Board to a special town meeting.

Mr. Papakonstantis asked if a motion was needed, but Mr. Dean said we can just continue this at the next meeting.

d. NHDES Grant – Household Hazardous Waste Collection

Mr. Dean said this helps subsidize the collection day event. Many different towns participate.

**MOTION:** Ms. Belanger moved to accept a grant from New Hampshire Department of Environmental Services for Hazardous Household Waste Collection in the amount of \$8,331.00, and to further authorize the Town Manager or his designee to sign the associated grant agreement documents. Ms. Gilman seconded. The motion passed 5-0.

e. Board and Committee Reappointments

**MOTION:** Ms. Belanger moved to reappoint Laura Montagno as an alternate on the Zoning Board of Adjustment for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

**MOTION:** Mr. Chartrand moved to reappoint Ryan Jean to the Sustainability Advisory Committee for a 3-year term. Ms. Gilman seconded. Mr. Chartrand said Mr. Jean brings a lot of passion and expertise to the role. The motion passed 5-0.

**MOTION:** Ms. Belanger moved to appoint Rachel Ladeau to the Recreation Advisory Board for a 3-year term. Ms. Gilman seconded. The motion passed 5-0.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

**MOTION:** Ms. Gilman moved to accept a yield tax from 30/3 and 43/2 in the amount of \$435.28 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to accept a yield tax for 33/26/1 in the amount of \$944.83 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to deny a charitable exemption for 18/3 for tax year 2024. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve the property tax warrant for the first half of 2024 in the amount of \$31,400,310. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 65/128 in the amount of \$36,700. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 65/129/1 in the amount of \$7,196,500. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 65/130 in the amount of \$10,380,000. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION [Withdrawn]:** Ms. Gilman moved to approve a tax exemption for 65/130/1 in the amount of \$1,628,000. Mr. Chartrand seconded. Mr. Dean said this amount is the taxable amount, not the exempt amount. Ms. Gilman withdrew her motion and Mr. Chartrand withdrew his second.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 65/131 in the amount of \$41,962,200. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 65/131/3 in the amount of \$1,216,100. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 71/47/1 in the amount of \$0. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve a tax exemption for 71/48/E in the amount of \$64,000. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve religious exemptions for 83/60; 91/32/E; 72/222; 72/222/E; 73/143; 29/26; 29/21/E; 95/61; 72/166; 91/35; 72/165; 73/5; 73/300; and 73/299. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve charitable exemptions for 63/8; 35/4; 80/18; 80/18/E; 97/23; 97/23/E; 98/37; 98/37/E; 86/8/1; 86/8/2; 87/36/E; 65/146; 73/292; 72/206; 72/215; 82/13; and 72/9. Mr. Chartrand seconded. The motion passed 5-0.

**MOTION:** Ms. Gilman moved to approve educational exemptions for 71/119; 71/119/1E; 62/112; 108/1; 64/41/E; 64/42; 64/43; 64/46; 71/119/E; 72/169/E; 72/204/1E; 72/208/E; 72/209/E; 83/1/E; 83/87. Mr. Chartrand seconded. The motion passed 5-0.

b. Permits & Approvals

i. PEA Graduation

Mr. Papakonstantis said we received a memo from Bill Rawson, the Principal of PEA, regarding graduation. It will be held Sunday June 2nd at 10:30 AM. They would like to stop traffic on Front Street and Tan Lane between 9:30 AM and 1 PM. In case of rain, they will hold graduation in the Thompson Field House and would close Court Street instead of Front Street. The Academy will pay the cost of Police and temporary barricades.

**MOTION:** Mr. Chartrand moved to approve the request. Ms. Gilman seconded. The motion passed 5-0.

**c. Town Manager's Report**

- i. Mr. Dean attended a weekly operations meeting on May 3.
- ii. He attended the Housing Advisory meeting.
- iii. He attended a meeting with the DPW Director.
- iv. We're in the final phases of hiring a Welfare Administrator.
- v. The Memorial Day parade is almost here. If anyone owns an antique car for the event please let us know.
- vi. The solar array is under construction at the landfill. They had a field meeting today. There are some water-related issues but it could be handled as a maintenance issue.
- vii. Our auditors are continuing their fieldwork.
- viii. He participated in the OPM interviews and selection process.
- ix. On May 6, he and the Select Board Chair met with the Chair of the Brentwood Select Board and their Town Administrator re Pickpocket Dam.
- x. The Tax Warrant for 2024 is here, and bills are due July 1st.
- xi. He met with representatives of the Sportsman's Club. DES has asked us to do more with site characterization there.
- xii. The ladder truck in the FD had an alternator problem but it's back in service now.

**d. Select Board Committee Reports**

- i. Ms. Belanger reached out to Greg Bisson regarding single-use plastics. He said every year the kids get a new water bottle and there are extras for purchase at the concession stand. He said moving the soda fountain to 10 Hampton Road would be difficult, since units are plumbed to specific locations. If a camper forgets their water bottle they can purchase or take one with an IOU slip for the parents. At the Rec Advisory Board meeting May 1, we heard that Maryl the painting robot is hard at work. Will have a naming contest for the mowers. Electricity conduits are being laid. Maryl does not have sensors so people must stay out of its way. The paperwork for the Land Water Conservation Fund grant for Planet Playground is due in a couple weeks. The upper tennis courts are closed for the next few days for crack repairs. We'll be hearing more about the cracks at budget time. For Neptune Radio, we purchased 3 of 4 licenses and are having a meeting to go over sponsorships. Proulx Oil already signed up. For 10 Hampton Road we agreed to part ways with JSA. We'll be working with a construction manager on a design. There are huge increases on kids signing up for events, as well as pickleball numbers. At Housing Advisory Friday, Ryan Pope, the Housing Navigator for Dover, spoke on how to approach workforce housing. He also talked about

parking in Dover, both their garage and metered parking. Nick Taylor from Seacoast Workforce Housing gave a legislative update. Ms. Belanger also attended the Alewife Festival which she said was wonderful.

- ii. Ms. Gilman attended an Energy Committee meeting where they talked about the window fitters program. RPC is planning EV charging stations. Exeter qualifies for two double charging stations. One proposed location was at the Senior Center. The Heritage Commission meeting was canceled.
- iii. Ms. Cowan had no report.
- iv. Mr. Chartrand attended a Sustainability Advisory Committee meeting. They talked about the composting initiative at the transfer station and other items.
- v. Mr. Papakonstantis said the Tree Committee is identifying places to plant trees. The final feasibility study was presented at the River Advisory Committee, and there was a majority vote to recommend to the Select Board the removal of the dam. We should hear back about the grant by July of this year. He attended the Pocket Park ceremony hosted by Renay Allen.

e. Correspondence

- i. A request related to the public comment
- ii. A memo from the Community Power Coalition of NH celebrating a partial victory in a Senate Committee. Ms. Gilman said this is related to getting those with net metering from solar panels being put on the community power system.
- iii. Correspondence regarding the EPA designation of PFAS as a hazardous substance.
- iv. Legislative Bulletins from NHMA
- v. A letter of thanks from SVDP for the town's continued support.

9. Review Board Calendar

- a. The next meetings are May 28, June 10, June 24, July 8, July 22, Aug 5, and Aug 19. We will try to plan an All-Boards meeting in June.

10. Non-Public Session

- a. There was no non-public session at this time.

11. Adjournment

**MOTION:** Mr. Chartrand moved to adjourn. Ms. Belanger seconded. The motion passed 5-0 and the meeting was adjourned at 9:04 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

## Resignations



**Danielle Capalbo**

to Marissa, me

Thu, May 16,

Hi Marissa and Pam, Due to the combination of the meeting being shifted around and my own travel schedule, I have not been able to participate in this committee meeting. I am v to withdraw from this at this point so as to make room for someone else and also for me to find other ways to connect with the area.

Your thoughts?

Danielle



**Marissa Vitolo**

to Danielle, me

Sat, May 18,

Hi Danielle,

I appreciate your willingness to be an alternate but understand why you think stepping down may be best. I'm sorry we never got to meet in person.

Enjoy your travels.

Best,

Marissa Vitolo



**Pam McElroy** <pmcelroy@exeternh.gov>

to Marissa, Danielle

Mon, May 20, i

Thank you Danielle.

I'll inform the Select Board of your resignation.

Have a good day.

## **Peace Resolution: Continued Peace Resolution Discussion**

***By the Select Board of Exeter, New Hampshire  
A Proclamation Calling for Peace.***

*Whereas, the Select Board of Exeter recognizes that all human life is precious, and all people have a right to live with dignity, feel safe, and be respected, regardless of nationality, race, or religion; and*

*Whereas, international humanitarian law requires all parties to an armed conflict to protect children and non-combatants in all circumstances, and prevent the commission of grave violations against them, including killing and maiming, attacks on schools, medical infrastructures, and hospitals; and*

*Whereas, hundreds of thousands of lives are at imminent risk of famine and death if a permanent ceasefire is not reached and humanitarian aid is not delivered without delay; and*

*Whereas, to provide economic and military aid to Israel and humanitarian aid to Gaza and the West Bank in the year 2024, over \$1,200,000 in federal taxes will come out of the citizens of the Town of Exeter alone, over \$102 million will come out of the State of New Hampshire, and over \$20 billion dollars will come out of the United States of America, instead of using American tax revenues to fund local, state, and federal health care, housing, and educational needs in the United States; and*

*Now, Therefore, We the Select Board of Exeter urge the President of the United States of America, Joseph R. Biden, United States Senators Jeanne Shaheen and Maggie Hassan, and United States Congressman Chris Pappas, to facilitate immediate de-escalation and a sustained, bilateral ceasefire to bring peace and prosperity to Israel and Palestine; to facilitate the immediate entry of humanitarian aid assistance to Gaza, including medicine, food, and water, at the scale required; to facilitate moving injured and sick people out of Gaza to receive essential medical treatment, at the scale required; to call for the release of all Israeli hostages and all Palestinian people unjustly held in the region, including Israel, Gaza, and the West Bank; and to work with the international community toward long-term political solutions that could afford safety and dignity to all people in Israel and Palestine.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*By the Select Board of Exeter:*

\_\_\_\_\_  
*Niko Papakonstantis, Chair*

\_\_\_\_\_  
*Molly Cowan, Vice Chair*

\_\_\_\_\_  
*Julie D. Gilman, Clerk*

\_\_\_\_\_  
*Nancy Belanger*

\_\_\_\_\_  
*Daniel Chartrand*





Russ Dean <rdean@exeternh.gov>

**Fwd: Introducing a draft resolution for peace in Israel, Gaza, and the West Bank**

Niko Papakonstantis <npapakonstantis@exeternh.gov>  
To: Melissa Roy <mroy@exeternh.gov>, Russ Dean <rdean@exeternh.gov>

Fri, May 24, 2024 at 11:19 AM

Russ,

Please include in the packet under the corresponding Discussion Item as discussed yesterday.

Thanks,

Niko

----- Forwarded message -----

From: **Karishma Manzur** <karishma.l.manzur@gmail.com>  
Date: Fri, May 24, 2024 at 11:08 AM  
Subject: Re: Introducing a draft resolution for peace in Israel, Gaza, and the West Bank  
To: Niko Papakonstantis <npapakonstantis@exeternh.gov>, Molly Cowan <mcowan@exeternh.gov>

Dear Chair Papakonstantis and Vice Chair Cowan,

Thank you to the members of the Select Board for giving us the opportunity to present the Peace Resolution at the May 12 meeting and for deciding to discuss it further at the next meeting on May 28.

Based on the responses from the members of the Select Board, we are submitting our petition as a "Proclamation Calling for Peace." Please see the attachment.

We hope you will support our call for peace in Israel and Palestine.

Yours Sincerely,

- Dr. Karishma Manzur
- Ms. Mercy Carbonell
- Mr. Charles Fanning
- Dr. Kaitlyn Martin Fox
- Ms. Tanea Hibler
- Dr. Alexander Koch
- Dr. Khalid Madhi
- Mx. Charla Malamed
- Dr. Michael Matsumaru
- Dr. Hina Muneeruddin

On Fri, May 10, 2024 at 2:43 PM Karishma Manzur <karishma.l.manzur@gmail.com> wrote:  
Dear Chair Papakonstantis and Vice Chair Cowan,

As residents of Exeter, we are writing to you to share a draft resolution calling on President Joe Biden and our Federal representative delegation to facilitate an immediate and enduring ceasefire to promote peace and prosperity in Israel, Gaza, and the West Bank; to facilitate the provision of life-saving humanitarian aid in Gaza; to call for the release of all hostages and all people unjustly held in Israel, Gaza, and the West Bank; to consider the economic costs of this ongoing conflict on the residents of Exeter; and to work towards a political solution to the ongoing conflict.

We understand that arguments can be made that nonbinding resolutions are symbolic and may not impact US foreign policies, as well as that our town's Select Board should prioritize municipal affairs instead of international conflicts. However, as citizens of the United States, we have a moral obligation to inform our elected officials when we strongly disagree with their actions and when our federal taxes are being used to kill and injure non-combatants and children in direct disregard of the statutory provisions in effect under the "Leahy law" (Section 620M of the Foreign Assistance Act of 1961, 22 USC 2378d; Section 362 of Title 10 of the US Code).

As our local government representatives with access to higher-level government officials, we respectfully request that you hear our concerns and consider the resolution for discussion at the next Select Board meeting.

Yours Sincerely,

Dr. Karishma Manzur  
Ms. Mercy Carbonell  
Mr. Charles Fanning  
Dr. Kaitlyn Martin Fox  
Ms. Tanea Hibler  
Dr. Alexander Koch  
Dr. Khalid Madhi  
Mx. Charla Malamed  
Dr. Michael Matsumaru  
Dr. Hina Muneeruddin

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 **Peace proclamation\_21May2024.pdf**  
13K

**Squamscott River Siphons Update**



## EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

[www.exeternh.gov/publicworks](http://www.exeternh.gov/publicworks) • [publicworks@exeternh.gov](mailto:publicworks@exeternh.gov)

TO: Exeter Select Board  
Russell Dean, Town Manager

FROM: Stephen Cronin, Public Works Director

DATE: May 23, 2024

RE: Sewer Siphons Project Update

---

At the May 13<sup>th</sup> Select Board meeting, Paul Vlasich, Town Engineer, provided an update on the Sewer Siphons Project. This update included a general plan for the next phase of the work, which was to bore from the Mill side of the river with a 6-inch rock bit to establish a pilot hole through the ledge outcropping, ream the bore hole to a diameter of 12 inches, and then insert a paddle bit through the bored hole and continue drilling until Swasey Parkway was reached. It was also anticipated that the hole bored through the ledge would need to be enlarged to 18 inches prior to siphon pipe installation.

Drilling of the 6-inch bore hole began on Wednesday, May 15<sup>th</sup>. A small amount of debris from an abandoned tank was encountered a short time thereafter. This debris was excavated and removed, drilling recommenced on Thursday, May 16<sup>th</sup>, and the 6-inch bore hole was completed on Tuesday, May 21<sup>st</sup>. The 12-inch reaming began on Wednesday, May 22<sup>nd</sup> and reached the end of the ledge bore hole on Thursday afternoon. To preserve the bore hole, the 12-inch reamer is to remain in place over the holiday weekend, with no work scheduled for Memorial Day. The anticipated three-week schedule is as follows:

**Week of May 27<sup>th</sup>:**

- Extract 12-inch reamer.
- Complete bore with paddle bit from Mill to Swasey Parkway.

**Week of June 3<sup>rd</sup>:**

- Set up and begin 18" ream.

**Week of June 10<sup>th</sup>**

- Complete 18-inch ream from Swasey Parkway to Mill.

The Assistant Town Manager and our Project Manager from Wright-Pierce attended the Exeter Housing Authority Tenant-Council Meeting on Tuesday, May 10<sup>th</sup> to provide an update to the Housing Authority residents. Town Staff is working with Exeter Mills management to coordinate a meeting with the residents of Exeter Mills. The project webpage has been updated with the most current information.

## **Pickpocket Dam Feasibility Study Presentation**

**Reclassification: GIS Coordinator**



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.Exeternh.gov](http://www.Exeternh.gov)

## MEMORANDUM

TO: Russell Dean, Town Manager  
FROM: Melissa Roy, Assistant Town Manager/HR Director  
DATE: May 23, 2024  
RE: Reclassification of the G.I.S. Coordinator Position

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As part of the 2023 budget process, the Town approved a new position, Geographic Information System Coordinator (GIS Coordinator). However, the position has yet to be filled due to the extended recruitment process for a DPW Director. Once the new DPW Director was hired, the GIS position was reviewed and again deemed necessary for the Town to move forward with the ever-changing infrastructure, planning, and assessing demands. The GIS Coordinator will support all Town Departments with GIS needs; however, the position will report to the DPW Director, as the DPW is expected to have the most consistent needs.

Upon review of similar positions in New Hampshire, it has become clear that the hiring range for most other GIS positions would be near the top of our range. This could cause a retention issue since there is no room for growth over time. Currently, the GIS Coordinator position is a Grade 9 (\$60,528 - \$83,785); however, we request that the Select Board reclassify it to a Grade 11 (\$70,720 - \$97,893). This change would allow us to hire closer to the lower/middle of our range, therefore allowing for growth and ultimately helping with retention of the position. The role of a GIS coordinator is not exclusive to the public sector and currently is in high demand.

We have posted the position without a salary range to allow us to cast a wider net until the Town decides how to proceed. We have received multiple qualified applications and hope to start interviews next week.

## **Tax Abatements, Veterans Credits & Exemptions**



**Permits & Approvals**



## EXETER PUBLIC WORKS DEPARTMENT

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*www.exeternh.gov/publicworks • publicworks@exeternh.gov*

TO: Exeter Select Board

FROM: Stephen Cronin, Public Works Director  
Kristen Murphy, Conservation and Sustainability Planner

CC: Russell Dean, Town Manager

DATE: May 23, 2023

RE: Letter of Support Request - 2024 Coastal Resilience Grant Application

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### **Request for letter of support for a 2024 NHDES Climate Resilience Grant Application.**

The New Hampshire Department of Environmental Services (NHDES) Coastal Program is accepting Coastal Resilience Grant (CRG) applications for the 2024 grant period. CRG grants support projects that build capacity, advance planning, and develop designs to increase coastal resilience, including community and habitat resilience.

In recent years, milder winters, severe storms, and tidal inundation have resulted in the flooding of Swasey Parkey. This grant is an opportunity for Exeter to mitigate the adverse effects of climate change and enhance the adaptive capacity of town departments.

The goal of Exeter's project is to hire a consultant team to engage the Trustees for Swasey Parkway, Exeter residents, Town staff, and community stakeholders in creating a climate-resilient re-design for the current and future needs of Swasey Parkway. This design aims to preserve vehicle access, enhance accessibility for individuals with limited mobility, and strengthen the park's resilience against frequent tidal inundation to ensure it remains a riverside community space for future generations.

To strengthen our grant application, we kindly request the Select Board's endorsement through the attached formal letter of support.



# TOWN OF EXETER, NEW HAMPSHIRE

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[www.exeternh.gov](http://www.exeternh.gov)

May 28, 2024

NHDES Coastal Resilience Program  
222 Internation Drive, Suite 215  
Portsmouth, NH 03801

## **RE: 2024 Coastal Resilience Grant Application – Town of Exeter**

Dear Members of the Grant Review Committee,

We are writing to express our strong support for the grant application submitted by Stephen Cronin, Public Works Director and Kristen Murphy, Conservation and Sustainability Planner for the Coastal Resilience Project for the Swasey Parkway. The Exeter Select Board is deeply invested in initiatives that promote sustainability and environmental stewardship within our community. The proposed project aligns perfectly with these values and promises to bring substantial benefits to Exeter's Swasey Parkway and the wider community.

The Swasey Parkway is a cherished waterfront green space and boulevard that serves as a vital recreational area for residents and visitors alike. However, it faces significant challenges due to climate change, including increased flooding and habitat disruption. Our hope is that this project not only addresses the immediate environmental concerns of Exeter's residents, but also contributes to the long-term sustainability and resilience of our community. By improving the parkway's ability to withstand climate impacts, we will ensure that it remains a safe, accessible, and enjoyable space for future generations.

The collaborative approach outlined in Exeter's application, which includes partnerships with environmental consultants, local stakeholders, the Trustees of Swasey Parkey, and Town staff, will ensure that the solutions proposed are both innovative and feasible. We are confident in our team's ability to successfully execute this project and achieve the desired outcomes.

On behalf of the Town of Exeter, we wholeheartedly support this Coastal Resilience Grant Application and ask you to consider it favorably. This initiative represents a critical investment in our community's environmental health and resilience. Thank you for your consideration.

Sincerely,

Exeter Select Board

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Niko Papakonstantis, Chair

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Molly Cowan, Vice Chair

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Julie D. Gilman, Clerk

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Nancy Belanger

---

Daniel Chartrand



## EXETER PUBLIC WORKS DEPARTMENT

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[www.exeternh.gov](http://www.exeternh.gov)

# MEMO

DATE: May 22, 2024  
TO: Russ Dean  
FROM: Steve Dalton, Water/Sewer Superintendent  
RE: Biosolids Contract

---

May 20, 2019 the Town of Exeter received three bids as a response to an RFP for biosolids disposal from the wastewater treatment facility for a contract duration of three years.

The bids for a 30-yard dump trailer of municipal sludge were as follows:

- Waste Management: \$134.40 per ton
- Cassella Organics: \$151.20 per ton
- Resource Management Inc (RMI): \$214.10 per ton

Waste Management was awarded the contract from July 1, 2019 through June 30, 2022. The contract had a provision for two 1-year extensions with a fixed 5% increase per year. The Town is coming to the end of both extensions and is paying less than the second lowest bidder of 2019.

- July 1, 2022 through June 30, 2023 - \$141.12
- July 1, 2023 through June 30, 2024 - \$148.18

Monday, March 8, 2024 a meeting was held with representatives from Waste Management. They verbally stated they would most likely be able to continue with the same 5% per year increase for possibly up to another 3-year duration if the Town amended the existing contract without doing an RFP.

- July 1, 2024 through June 30, 2025 - \$155.59
- July 1, 2025 through June 30, 2026 - \$163.37
- July 1, 2026 through June 30, 2027 - \$171.54

The biosolids market is very volatile right now with all of the new PFAS regulations coming etc. They could not guarantee that the price increase would only be 5% or if they would even continue to accept biosolids from Exeter if the Town opted to put out a new RFP for biosolids this year. An RFP would cause Waste Management to “dig deeper” into the current biosolids market and the Town could see a higher cost increase or lose its place at Waste Management all together.

Other surrounding communities were willing to share some details of their biosolids contract.

- Dover, NH – Ray Vermette 603-516-6475 / Jimmy Casey 603-516-2274  
RMI - \$ 195.00 per ton (renewed 5 year contract in 2022)
- Durham, NH – Dan Peterson – 603-868-2274  
RMI - \$228.00 per ton (Put out RFP- RMI only bid - Felt got a higher price due to that)
- Newmarket, NH – Sean Greig – 603-659-8810 x 1501  
Two Contracts: (Amended Existing Contract 2023)  
Disposal – Waste Management - \$115.92 per ton (15 yard roll off)  
Hauling - \$522.42 per load + \$69.00 per liner  
Total of all costs combined= \$155.35 per ton
- Portsmouth, NH Pease Facility – Dave Lovely – 603-766-1505  
Two contracts:  
Disposal -Waste Management - \$86.61 per ton  
Hauling - A/1 Trucking - \$125/hour (4 hour avg round trip)  
Total of all costs combined = \$103.28 per ton

Based off this information and the costs from the original 3 bids the town received in 2019, it may be beneficial to amend the current contract with Waste Management and not put out an RFP.

Attachments:

Signed Bids from Waste Management, Cassella, and RMI  
Waste Management contract from 2019

**TOWN OF EXETER, NEW HAMPSHIRE**

**AND**

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

**DEWATERED SLUDGE REMOVAL & DISPOSAL AGREEMENT**

AGREEMENT entered into and effective as of July 1, 2019, by and between the "Town of Exeter" having its Wastewater Treatment Plant located at 13 Newfield Road, Exeter, New Hampshire (hereinafter referred to as "Town") and Waste Management of New Hampshire, Inc., a corporation with its principal place of business at 90 Rochester Neck Road, Rochester, New Hampshire, 03839 (hereinafter referred to as "WMNH").

This Agreement, including Exhibit A, and WMNH's Proposal dated May 20, 2019 constitute the entire Agreement.

1. **RESIDUAL WASTE MATERIALS.** During the term of this Agreement, the Town will provide to WMNH all of the WWTP Sludge (referred to as "Biosolids" or "Residual Waste") generated at the Town's Waste Water Treatment Plant with the following exceptions: Hazardous and Unacceptable Waste as defined under Exhibit A which is attached hereto and incorporated by reference herein.

WMNH may at any time refuse to accept for disposal any material, substance or property which in the judgment of WMNH is harmful, odorous, creates nuisance conditions, unhealthy or unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the rejected waste material and the reason for the rejection will be communicated to the Town. See Exhibit A for hazardous and unacceptable wastes.

2. **SERVICES PROVIDED.** WMNH will provide to the Town, under terms of this Agreement, the following services:
  - a) Transport and dispose of Biosolid Waste at the Turnkey Landfill ("Facility") all Biosolids that are delivered in accordance with the terms Specifications contained in this Agreement which include the Town's Request for Bid.
  - b) WMNH shall accept Residuals at the Facility between the hours of 8:00 A.M. to 3:30 P.M. Monday thru Friday. No deliveries will be accepted on Saturday unless pre-approved by Site Manager. The Facility will be closed on Sundays and may be closed on all legal holidays celebrated in the State of New Hampshire and during any period where extreme or unusual weather conditions or similar hazards either prevent its operation or would make operations hazardous to persons and property. New Hampshire State holidays are as follows: New Years Day, Civil Rights Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas.
3. **TERM.** The term of this Agreement shall be for the period beginning July 1, 2019 through June 30, 2022 ("Term"). The continued acceptance of Biosolids Waste throughout the Term of this Agreement is subject to WMNH's continued operation of the Turnkey Landfill and WMNH's ability to maintain permits for Residual Waste material disposal. The Term of this Agreement may be extended for up to two (2) additional, successive one (1) year periods, upon mutual consent.
4. **FEES and BILLING.** The transportation and disposal fees shall be as follows:

Biosolids Transportation and Disposal (includes WWTP Sludge and Screenings & Grit)

(7/1/2019 – 6/30/2022) - \$134.40 per ton

Following the initial three year Term, and except for any increases allowed below including increases otherwise allowed below, annual increase for successive one (1) year periods will be fixed at five percent (5%) per year.

Town shall be responsible to pay any special handling fees for services including but not limited to solidification of Residual Waste at the then prevailing rates assessed by WMNH.

Invoices will be sent on a monthly schedule and payment is required within thirty (30) days from date of invoice.

In the event that any federal, state, or local body or agency adopts or implements any law, rule, regulation or order respecting disposal at the Facility which results in an increase in the cost of Facility operations or levies a tax on waste disposal operations at the Facility, one hundred percent (100%) of any such increase cost or tax shall be allocated in proportion to the tonnage delivered among the municipalities and other customers which deposit solid and Residual Wastes at the facility.

5. SPECIAL WASTE. No Special or Unacceptable waste, as defined on Exhibit A, may be disposed at the facility without the prior written approval of the Facility District Manager. To obtain approval the Special Waste generator must supply at its own expense, to WMNH, such information as WMNH deems necessary, including sampling and analysis of the waste, on such forms that WMNH shall require, such as the Generator's Special Waste Profile Sheet. WMNH may require written approval from the New Hampshire Department of Environmental Services for disposal of the Special Waste.

In the event that Special or Unacceptable Waste materials that have not been authorized for receipt are discovered to have been transported by the Town to the Facility and disposal at the Facility, ownership of the unauthorized material shall revert to the generator, if identified, otherwise to the Town. Upon written notification by WMNH to the Town, the prompt removal of the material from the Facility, including all costs, shall be done in a manner, which is lawful, non-injurious to public health, environmentally sound and safe.

6. TOWN RESPONSIBILITIES. The Town shall be responsible to process Biosolid Waste materials in a manner that will minimize odors and said materials shall not contain free liquids. Town shall comply with testing and analytical directives issued by WMNH at the Town's sole expense. Town shall notify WMNH of any process changes that may impact characteristics of the Residual Waste materials to be delivered under this Agreement.
7. LANDFILL PROCEDURES. WMNH will provide a safe environment for the disposal of the Town's Biosolid Waste. Haulers using the Facility for disposal of the Town's Residual Waste will comply with WMNH's posted safety procedures while at the Facility and will obey the instructions of WMNH's authorized employees during disposal and during emergencies.
8. INDEPENDENT CONTRACTOR. WMNH is and shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all its employees, agent and operations. Neither WMNH nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Town.
9. INSPECTIONS. The Town shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any federal, state or local government agency to WMNH which are applicable to the performance of this Agreement and to inspect the Facility and its operations for compliance with applicable federal, state, and local laws, regulations, and rules specifically pertaining to Residual Waste disposal. Such inspections are encouraged by WMNH. The Town shall provide WMNH reasonable notice of inspection and any such inspections shall be conducted during WMNH's normal business hours.

10. **EXCUSE OF PERFORMANCE.** The performance of this Agreement, except for the payment for services already rendered, may be suspended by either party for definite or indefinite periods as circumstances require in the event of an act of Force Majeure. Force Majeure shall mean any act or event beyond the control of the parties which materially and adversely affects the performance of this contract, including without limitation:

- a) strikes or work stoppages at the facility in excess of 10 days;
- b) any destruction of or damage to or any interruptions, suspension or interference with the operation of the facility caused by;
  - i. acts of god, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
  - ii. acts of the public enemy, wars, blockades, insurrections, riots, arrests, restraints of governments and people, civil disturbances or similar occurrences;
- c) any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations, which prohibit the operation of the facility.
- d) Suspension, termination or interruption of utilities.
- e) changes in law, regulations or interpretations thereof that negatively impact the operation or cost of operating the Facility.

If any act or event of force majeure occurs, the party affected shall deliver written notice to the other within 48 hours setting forth such information available to it of the act of force majeure.

If any act or event of force majeure occurs which prevents WMNH from accepting Residual Waste at the Facility, the Town may elect to dispose of the Biosolid Waste by some alternative means, in which event, it will do so at its own cost. The Town shall reinstate deliveries of Biosolid Waste to the Facility immediately after receipt of notice from WMNH that such act or event of Force Majeure has ceased affecting the operation of the Facility. Town shall be allowed two days for each day of a Force Majeure event in which to reinstate deliveries.

11. **INDEMNIFICATION.**

(a) WMNH agrees to indemnify, save harmless, and defend Town from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by WMNH employees, or its subcontractors in the negligent performance or non performance of this Agreement.

(b) In no event shall either party be responsible in contract, tort or otherwise for any indirect, special, incidental or punitive damages.

12. **NOTICES.** During the term of this Agreement and any extension thereof and until otherwise notified by the other party, all notices sent or required to be sent hereunder shall be by registered mail, postage prepaid, addressed as follows, and shall be deemed given when delivered for mailing to a United States Post Office so addressed.



To Town: Town Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

With Copy to: Public Works Director  
Town of Exeter  
13 Newfields Road  
Exeter, NH 03833

To WMNH: District Manager  
Waste Management of New Hampshire, Inc.  
30 Rochester Neck Road  
Rochester, NH 03839-7065

With Copy to: Senior Legal Counsel  
Waste Management of New Hampshire Inc.  
4 Liberty Lane West  
Hampton, NH 03842

13. **DEFAULT.** A. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify party in default in writing of the nature of such default. Within twenty (20) days following such notice:

1. The defaulting party shall correct the default; or

2. In the event of a default not capable of being corrected within twenty (20) days, the defaulting party shall commence correcting the default within twenty (20) days of the non-defaulting party's notification thereof, and thereafter correct the default with due diligence.

B. If the party in default fails to correct the default as provided above, the non-defaulting party, without further notice, shall have all of the following rights and remedies which the non-defaulting party may exercise singly or in combination:

1. The right to declare that this Agreement, together with all rights granted the defaulting party, hereunder are terminated, effective upon such date as non-defaulting party shall designate; and

2. If the party in default is the Contractor, the Town shall have the right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself.

14. **DISPUTE RESOLUTION.** In the event any claim, controversy or dispute arises between WMNH and Town, the Town and WMNH shall undertake good faith negotiations to resolve the dispute.

15. **FORM OF CONSENT.** All consents of any kind required under this Agreement shall be in writing. Whenever, under this Agreement, the Town is authorized to give consent, such consent may be given and shall be conclusively evidenced by the authorized representative of the Town giving such consent. Whenever under the terms of this Agreement, WMNH is authorized to give its consent; such consent may be given and shall be conclusively evidenced by writing certified by its District Manager or designee.

16. **ASSIGNMENT.** WMNH may not assign this Agreement without the written consent of the Town which consent will not be unreasonably withheld, provided that WMNH shall have the right to assign this Agreement without consent of the Town in the event of a corporate reorganization, merger or transfer of substantially all of its assets. The Town may not assign the Agreement.

17. AMENDMENT. This Agreement may be amended from time to time by written agreement duly authorized and executed by the parties hereto.
18. GOVERNING LAW. This Agreement shall be governed and construed under and pursuant to the laws of the State of New Hampshire.
19. MISCELLANEOUS. If any provision of this Agreement or any portion of such provision, or the application thereof to any circumstances or person is held invalid, the remainder of this Agreement, or the remainder of such provision, and the application thereof to other persons or circumstances shall not be affected thereby.
20. ENTIRE AGREEMENT. This Agreement and WMNH's May 20<sup>th</sup> 2019 "Biosolids Transport and Disposal" Proposal constitutes the entire Agreement and understanding between the Town and WMNH, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date written below.

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris DeSantis  
President

TOWN OF EXETER, NEW HAMPSHIRE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Russell Dean  
Town Manager

## EXHIBIT A

- A. "Hazardous Waste" means:
- (1) any material or substance which, by reason of its composition or characteristics, is;
    - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced, amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
    - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
  - (2) other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
  - (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.
- B. "Special Waste" means: industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris.
- C. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:
1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
  2. A Waste transported in a bulk tanker.
  3. A liquid waste.
  4. INTENTIONALLY OMITTED.
  5. A waste from an industrial process.
  6. INTENTIONALLY OMITTED.
  7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
  8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
  9. An uncharacterized waste.
  10. Chemical waste from a laboratory.
  11. Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyl's (PCBs).

12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.
20. INTENTIONALLY OMITTED.
21. INTENTIONALLY OMITTED.
22. Regulated quantities of grease trap wastes from any source.
23. Washwater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Washwater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.

COPY



**WASTE MANAGEMENT  
OF NEW HAMPSHIRE, INC.**

*Dewatered  
Municipal Biosolids  
Transportation & Disposal  
Proposal to:  
Town of Exeter, NH*

*Waste Management of New Hampshire, Inc.  
30 Rochester Neck Road  
Rochester, NH 03839  
Contact: Peter Lachapelle 603-330-2104*

Executive Summary &  
Contractor Qualifications

Municipal References

Certificate of Insurance

Waste Profile

Proposal Fee Form &  
Alternate Proposal

Copy of Permit

Copy of RFP



30 Rochester Neck Road  
Rochester, NH 03839  
Tel: (603) 330-2104  
Fax: (603) 330-2130

May 20, 2019

Town of Exeter  
10 Front Street  
Exeter, NH 03833

## **“Biosolids Transport and Disposal”**

### **Executive Summary**

This proposal is being submitted on behalf of Waste Management of New Hampshire Inc. We are prepared to provide services as outlined in the RFP specifications and are pleased to submit this supporting information so that you may evaluate our Company and the services proposed. We are also prepared to meet with you to review this offer in extensive detail at your request.

### **Company Profile**

Waste Management is the premier waste services provider in North America. We are committed to customer satisfaction and long-term relationships, and we employ processes, techniques and technologies that safeguard the environment now and in the future.

Waste Management’s operations span all of North America, providing vital services to homes, schools, businesses and government facilities.

These services include:

- Residential and Commercial Waste Collection
- Recycling Collection, Processing & Marketing
- Yard Waste Collection & Composting
- Containerized Refuse Collection
- Roll-Off Containers
- Construction & Demolition Debris Removal
- Industrial Services
- Waste Transfer and Disposal Services

The company is organized into 17 Market Areas throughout North America to ensure that our many comprehensive, integrated assets work in harmony to provide the highest level of customer service and satisfaction.

**New England Market Area:** The New England Market Area is comprised of a comprehensive set of assets that allow Waste Management to offer a wide array of services to our clients. This Market Area includes 16 transportation centers dispatching over 500 vehicles each day. We operate 10 state-of-the-art landfills, 10 transfer stations and 3 C&D processing facilities, providing secure disposal of municipal solid waste. Finally, we operate 5 recycling facilities to process and market recyclables.

**Customer Service:** Our Customer Service Center, is staffed with the highest caliber individuals, and is designed to provide “one stop shopping” for our customers in a professional and courteous manner. We maintain a highly trained staff to field service inquiries and provide prompt assistance to our clients. All contacts are recorded in our database, which we routinely provide to our municipal partners.

Since July 2007 Waste Management has enlisted J.D. Powers and Associates to gain a better understanding of the “voice of the customer”. Via in depth customer surveys we are learning how we can best tailor our service for each customer needs. The New Hampshire/Maine market area, your local service team, was recently ranked number one in the company for customer engagement and service.

**Safety:** No priority is higher than safety at Waste Management. The company is committed to operating in the safest manner possible and has implemented a comprehensive “Mission to Zero” initiative to assure the safety of all our employees, our customers, and the general public. We understand providing solid waste and recycling collections services is an important expectation and we strive to provide a high level of service without ever compromising safe operations.

When it comes to screening potential employees, Waste Management has strict policies and standards. We’ve found that the “standard background check” that most organizations use is simply not enough. In addition to drug testing and employment verification, Waste Management runs extensive background checks that include local and regional sex offender registries, terrorist lists, and social security checks. We also conduct federal and county criminal history checks. Our motor vehicle history checks far exceed the minimum DOT requirements. We recognize the importance to our customers that employees of Waste Management are the type of professionals you’d want in Exeter to service your residents.

**Commitment to the Community:** Waste Management maintains a strong local commitment to every community we serve. Not only do our employees live, work and raise their families in these communities, but we are privileged to work in a business that improves the health and safety of individuals and communities in a very direct way. Making communities cleaner, safer and stronger is a central focus for us. The company embraces the opportunity to be a good corporate citizen through a vigorous and growing community relations program.



**Service Machine:** This program is designed to ensure that every Waste Management hauling company provides high levels of service. Service Machine requires each hauling company to meet specific standards of operational proficiency. The district is accountable to report each week on how well they have performed in the key service performance metrics on a web-enabled Scorecard program. Results are communicated from the senior leadership team throughout the organization on Weekly Activity Reports.

**Service Delivery Optimization (SDO):** This is a single, integrated solution implementing technology, process, and culture change throughout Waste Management hauling operations. Key tactical elements include standardizing roles, responsibilities, tools, processes, and data. Expected results include improved efficiency, labor costs, safety results, snapshot results, customer service, and site accountability and communication.

**Financially Strong Environmental Services Provider:** Waste Management is a nationally recognized leader in providing comprehensive solid waste and recycling services. As a major national corporation, we have the financial capacity to supply the necessary capital to carry out the obligations in the Agreement.

As a local company with global resources, Waste Management continues to be the largest, most financially stable company in the environmental services industry. Waste Management maintains its leadership role and has implemented a business strategy to enhance that leadership, in order to provide the best service and value to our customers.

For the Town of Exeter, this means you will have an environmental services provider that is financially strong enough to serve the Town through good economic times and the tough times.

Waste Management's financial strength allows us to continue investing in areas that are necessary for continued market leadership and provide premium service to the Town, such as:

- New safety and efficiency technology
- Implementing new initiatives to continually enhance customer service and communication
- Developing long-term customer relationships
- Attracting and keeping the best employees
- Innovative zero waste and diversion technology

We have always been a company committed to customer satisfaction and long-term relationships. And we have demonstrated that commitment time and time again through our focus on high-quality service in every aspect of our operations. Our timely response and close proximity, provides the Town with unsurpassed service. Coupled with assets in excess of \$20 billion, Waste Management is the strongest integrated environmental services company in the country. This financial strength gives real meaning to indemnification that Waste Management provides from waste-related claims. The

indemnification provides significant protection against CERCLA/Superfund actions at Waste Management-owned landfills. This comprehensive liability protection is provided only to customers who contract services directly with Waste Management.

### **Investment in Technology - Providing Solutions to Transform Waste Into Products**

Waste Management is committed to continuously investigating and investing in technologies that transform waste into products that assist our customers in achieving higher diversion goals. While technology is very important, we actively promote the concept of Sustainable Materials Management, which relies on lifecycle thinking to help see where the greatest environmental benefits are, so we can prioritize our actions and focus on the right things. This includes partnering with customers to share best practices to avoid creating waste, and to design goods and packaging for improved recyclability. We strive to create partnerships around technologies that enable us to recycle everything we can and find opportunities to extract energy from everything else.

In accordance with this philosophy, a decade ago, Waste Management created a dedicated team to research and invest in new technologies with the potential to provide alternatives for managing waste to its highest value possible. Fast forward to 2016, and our Corporate Venturing Team has become the industry's experts when it comes to experience in evaluating new technologies and systems in the waste industry.

With almost 1,000 technologies in our data base and two dozen companies in our portfolio, our team is unsurpassed in their practical knowledge of opportunities, and the practical realities, of converting waste into energy and other materials of value. Our investment activities and team of experts provide us with unrivaled knowledge and insight into the state of waste conversion technologies, allowing us to provide our customers with unparalleled insight into solution to meet their needs.

Each year, Waste Management evaluates 100-150 new business opportunities that may offer our customers a new way of managing their waste – offering additional recycling, upcycling, green energy and fleet emissions reduction opportunities. In addition, we have invested in a variety of cutting-edge technologies to help our customers achieve their sustainability goals. Examples include organics management, renewable energy and expanded recycling opportunities.

Waste Management's technology portfolio includes more than twenty partnerships in the waste, recycling and waste conversion space. Our investments allow the company to take the role of a venture capitalist for entrepreneurs seeking new ways to transform waste into products such as fuel or chemicals.

Waste Management has invested in the following companies, among others:

**Enerkem – Converts waste materials into advanced biofuels**

**Fulcrum - Produces ethanol from municipal solid waste, using a dual-stage gasification process**

**Envia Energy – Converts landfill gas to liquid transportation fuels**

Genomatica - Creates specially designed organisms and manufacturing processes to convert syngas from waste into chemical products  
InEnTec – produces clean fuels and energy via plasma gasification of various segregated industrial and commercial wastes  
High Mountain Fuels – Converts landfill gas to liquefied natural gas  
Renmatix - Transforms organic wastes into base sugars for manufacturing bio-based renewable chemicals and fuels.

Waste Management continues to explore opportunities for innovation in converting waste materials into energy and other low-carbon products. At the same time, we are deliberative in our strategic investments in innovative technology projects – perfecting the technical processes, understanding optimal logistics, ensuing financially sound investments for all parties and matching end-use products to market demand.

### **Experience and References**

Waste Management provides solid waste and recycling services to over 180 communities throughout New England. We have attached a list of New Hampshire and Maine municipal clients currently receiving services in the section labeled “References.” We encourage you to contact our municipal clients to verify our capabilities.

Annual Report can be found at [www.wm.com](http://www.wm.com) under investor relations.

### **Management and Supervision**

Waste Management will offer a team of personnel to oversee and manage all aspects of the potential contract. Our current management team includes:

James Nocella, Public Sector Services Manager – Responsible for overall management of all municipal contract activities in New England. 617-590-8229 (Cell)

Peter Lachapelle, Public Sector Services Representative – Responsible for all interaction and communication with municipal clients in Northern New England. Mr. Lachapelle will work with the Town as contract manager for the potential contract. 603-330-2104 (Office) - 603-396-9602 (Cell)

Bob Magnusson, District Manager – TREE, Rochester, NH – Responsible for all operational activities at our TREE landfill. 603-330-2122 (Office) – 508-450-8522 (Cell)

Steve Cates, District Manager – Responsible for all operational activities at our Rochester Hauling District. Mr. Cates will handle all front-line communications with Town’s staff to ensure all issues are resolved in accordance with the potential contract. 603-330-2188 (Office) - 603-231-8374 (Cell)

Alfredo Benavides, Route Manager – Responsible for the day-to-day service and collection of MSW and Recyclables for Municipal, Commercial and Industrial Customers. Our Route Manager will handle all front-line communications with Towns staff to ensure all issues are resolved in accordance with the potential contract. 603-330-2108 (Office) – 603-260-0974 (Cell)

Toll Free Customer Service – 800-847-5303

### Proposal Specific Clarifications

WM's proposal assumes that the Town as generator of the sludge will at all times maintain the responsibility to test and characterize its sludge and waste material as required by law. The Town will be responsible to complete a Waste Profile supplied by WM (a copy of which is attached). The sludge must at all times conform to the description and any conditions of acceptance contained in the Waste Profile. In addition, the Town will comply with any applicable state and local requirements relating to the management and disposal of sludge as well as requirements imposed by the receiving disposal facility such as those relating to odor, free liquids and sulfur content. WM retains the right at any time, as a condition to WM's receipt or continued receipt of the sludge (i) to impose additional testing requirements beyond any requirements imposed by applicable laws and regulations and (ii) to refuse to accept any material, the receipt of which, in WM's sole discretion could create an environmental hazard or environmental or public health or safety concern, or nuisance and/or which could adversely affect WM's management and/or operation of its solid waste disposal facilities. Should the regulations involving the management and disposal of sludge change after the date of WM's proposal, WM shall be entitled to an equitable adjustment to its fees and in the event that the parties cannot agree to the amount of such adjustment, WM shall be entitled to terminate this Agreement with thirty days written notification.

If awarded, WM will work with the Town to negotiate a mutually acceptable agreement.

Transportation and disposal pricing are based on legal weight of hauling vehicle.

This proposal is valid for thirty (60) days from date of submittal to the Town. If not accepted in the allotted time, all pricing will expire.

It is our intention to transport all acceptable dewatered sludge to our Turnkey Recycling and Environmental Enterprises state-of-the-art landfill located in Rochester, NH. This site is owned and operated to the highest environmental standards by Waste Management. Exeter's biosolids will contribute to our gas-to-energy ecoline project with the University of New Hampshire.

The Ecoline landfill gas project will pipe enriched and purified gas from Waste Management's Turnkey Recycling and Environmental Enterprise (TREE) to University of New Hampshire's Durham campus. The renewable, carbon-neutral landfill gas, will

replace commercial natural gas as the primary fuel in UNH's cogeneration (co-gen) plant, enabling UNH to provide its student residence halls and academic buildings with energy from a renewable source. By reducing the university's dependence on fossil fuels and reducing greenhouse gas emissions, Ecoline is an environmentally and fiscally responsible initiative.

Backup disposal site will be: Waste Management Disposal Services of Maine, Inc. Crossroads Landfill. 357 Mercer Road, Norridgewock, ME 04957.

Containers will be hauled away within 24-hours after notification excluding weekends and holidays. Waste Management observes the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

After the initial 3-year period, Waste Management annual increase for the successive one (1) year periods starting July 1, 2022 will be fixed at five percent (5%) per year.

<b>Contact Information</b>
----------------------------

Primary Contact: Peter Lachapelle

Title: Public Sector Services Representative

Address: Waste Management  
30 Rochester Neck Road  
Rochester, NH 03839

Office Phone: 603-330-2104

Cell Phone: 603-396-9602

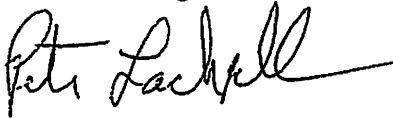
Office Fax: 603-330-2130

Email: [PLachape@wm.com](mailto:PLachape@wm.com)

In closing, we believe Waste Management offers the operational expertise and financial strength to become a valuable partner with the Town of Exeter as you select a vendor for the transportation and disposal of biosolids. We are prepared to meet with you to review the details of our proposal and the opportunity that you have to go beyond the basics of collection and disposal to help provide a broad range of environmental solutions. We can help you manage your waste stream, improve safety, cut costs, ensure regulatory compliance and above all, promote end-to-end environmental stewardship.

Thank you for your consideration and we look forward to your review process and decision on this important contract.

Sincerely,  
Waste Management

A handwritten signature in black ink, appearing to read "Peter Lachapelle". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter Lachapelle  
Public Sector Services Representative



**Municipal Customer  
References  
Biosolids**

<b>Municipality</b>	<b>Customer Contact</b>	<b>Phone Number</b>
Keene, NH	Aaron Costa	603-357-9836
Newmarket, NH	Sean Greig	603-659-8810
Portsmouth, NH (Pierce Island & Pease)	Paula Anania	603-427-1553
Somersworth, NH	Bob Belmore	603-692-9503
Suncok/Allentown, NH	Jeff Backman	603-485-5600



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)  
5/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D :		
INSURER E :		
INSURER F :		

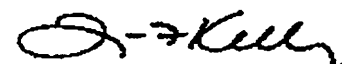
INSURED  
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. 90 ROCHESTER NECK ROAD GONIC NH 03839

**COVERAGES**      **CERTIFICATE NUMBER: 16087717**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C65435846 (AOS) WLR C65435809 (AZ,C & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  16087717  TOWN OF EXETER 10 FRONT STREET EXETER NH 03833	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  





Requested Facility: \_\_\_\_\_  Unsure Profile Number: \_\_\_\_\_  
 Multiple Generator Locations (Attach Locations)  Request Certificate of Disposal  Renewal? Original Profile Number: \_\_\_\_\_

**A. GENERATOR INFORMATION (MATERIAL ORIGIN)**

- 1. Generator Name: \_\_\_\_\_
- 2. Site Address: \_\_\_\_\_  
(City, State, ZIP) \_\_\_\_\_
- 3. County: \_\_\_\_\_
- 4. Contact Name: \_\_\_\_\_
- 5. Email: \_\_\_\_\_
- 6. Phone: \_\_\_\_\_ 7. Fax: \_\_\_\_\_
- 8. Generator EPA ID: \_\_\_\_\_  N/A
- 9. State ID: \_\_\_\_\_  N/A

**B. BILLING INFORMATION**

SAME AS GENERATOR

- 1. Billing Name: \_\_\_\_\_
- 2. Billing Address: \_\_\_\_\_  
(City, State, ZIP) \_\_\_\_\_
- 3. Contact Name: \_\_\_\_\_
- 4. Email: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ 6. Fax: \_\_\_\_\_
- 7. WM Hauled?  Yes  No
- 8. P.O. Number: \_\_\_\_\_
- 9. Payment Method:  Credit Account  Cash  Credit Card

**C. MATERIAL INFORMATION**

- 1. Common Name: \_\_\_\_\_  
Describe Process Generating Material:  See Attached
- 2. Material Composition and Contaminants:  See Attached  

1.		
2.		
3.		
4.		

Total comp. must be equal to or greater than 100% ≥100%
- 3. State Waste Codes: \_\_\_\_\_  N/A
- 4. Color: \_\_\_\_\_
- 5. Physical State at 70°F:  Solid  Liquid  Other: \_\_\_\_\_
- 6. Free Liquid Range Percentage: \_\_\_\_\_ to \_\_\_\_\_  N/A
- 7. pH: \_\_\_\_\_ to \_\_\_\_\_  N/A
- 8. Strong Odor:  Yes  No Describe \_\_\_\_\_
- 9. Flash Point:  <140°F  140°-199°F  ≥200°  N/A

**D. REGULATORY INFORMATION**

- 1. EPA Hazardous Waste?  Yes\*  No  
Code: \_\_\_\_\_
- 2. State Hazardous Waste?  Yes  No  
Code: \_\_\_\_\_
- 3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion?  Yes\*  No
- 4. Contains Underlying Hazardous Constituents?  Yes\*  No
- 5. From an industry regulated under Benzene NESHAP?  Yes\*  No
- 6. Facility remediation subject to 40 CFR 63 GGGGG?  Yes\*  No
- 7. CERCLA or State-mandated clean-up?  Yes\*  No
- 8. NRC or State-regulated radioactive or NORM waste?  Yes\*  No
- \*If Yes, see Addendum (page 2) for additional questions and space.**
- 9. Contains PCBs? → If Yes, answer a, b and c.  Yes  No
  - a. Regulated by 40 CFR 761?  Yes  No
  - b. Remediation under 40 CFR 761.61 (a)?  Yes  No
  - c. Were PCB imported into the US?  Yes  No
- 10. Regulated and/or Untreated Medical/Infectious Waste?  Yes  No
- 11. Contains Asbestos?  Yes  No  
→ If Yes:  Non-Friable  Non-Friable - Regulated  Friable

**E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION**

- 1. Analytical attached  Yes  
Please identify applicable samples and/or lab reports:
- 2. Other information attached (such as MSDS)?  Yes

**F. SHIPPING AND DOT INFORMATION**

- 1.  One-Time Event  Repeat Event/Ongoing Business
- 2. Estimated Quantity/Unit of Measure: \_\_\_\_\_  
 Tons  Yards  Drums  Gallons  Other: \_\_\_\_\_
- 3. Container Type and Size: \_\_\_\_\_
- 4. USDOT Proper Shipping Name: \_\_\_\_\_  N/A

**G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)**

By signing this EZ Profile™ form, I hereby certify that all information submitted in this form and all attached documents is true and correct to the best of my knowledge, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 761.61 and prepared in a laboratory accredited in that state. All changes are noted on this form or other material (e.g. labels) in the process of new analytical data submitted to the Generator and sent to Waste Management in print or through the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

\_\_\_\_\_  
Certification Signature



# EZ Profile™ Addendum



Only complete this Addendum if prompted by responses on EZ Profile™ (page 1) or to provide additional information. Sections and question numbers correspond to EZ Profile™.

Profile Number: \_\_\_\_\_

### C. MATERIAL INFORMATION

Describe Process Generating Material (Continued from page 1): \_\_\_\_\_ If more space is needed, please attach additional pages.

Material Composition and Contaminants (Continued from page 1): \_\_\_\_\_ If more space is needed, please attach additional pages.

5.	
6.	
7.	
8.	
9.	
Total composition must be equal to or greater than 100%	
	≥100%

### D. REGULATORY INFORMATION

Only questions with a "Yes" response in Section D on the EZ Profile™ form (page 1) need to be answered here.

#### 1. EPA Hazardous Waste

a. Please list all USEPA listed and characteristic waste code numbers:

b. Is the material subject to the Alternative Debris standards (40 CFR 268.45)?  Yes  No

c. Is the material subject to the Alternative Soil standards (40 CFR 268.49)? → If Yes, complete question 4.  Yes  No

d. Is the material exempt from Subpart CC Controls (40 CFR 264.1083)?  Yes  No

→ If Yes, please check **one** of the following:

Waste meets LDR or treatment exemptions for organics (40 CFR 264.1082(c)(2) or (c)(4))

Waste contains VOCs that average <500 ppmw (CFR 264.1082(c)(1)) – will require annual update.

2. State Hazardous Waste → Please list all state waste codes: \_\_\_\_\_

3. For material that is Treated, Delisted, or Excluded → Please indicate the category, below:

Delisted Hazardous Waste  Excluded Waste under 40 CFR 261.4 → Specify Exclusion \_\_\_\_\_

Treated Hazardous Waste Debris  Treated Characteristic Hazardous Waste → If checked, complete question 4.

4. Underlying Hazardous Constituents → Please list all Underlying Hazardous Constituents:

5. Industries regulated under Benzene NESHAP include petroleum refineries, chemical manufacturing plants, coke by-product recovery plants, and TSDFs

a. Are you a TSDF? → If yes, please complete Benzene NESHAP questionnaire. If not, continue.  Yes  No

b. Does this material contain benzene?  Yes  No

1. If yes, what is the flow weighted average concentration? \_\_\_\_\_ ppmw

c. What is your facility's current total annual benzene quantity in Megagrams?  <1 Mg  1–9.99 Mg  ≥10 Mg

d. Is this waste soil from a remediation?  Yes  No

1. If yes, what is the benzene concentration in remediation waste? \_\_\_\_\_ ppmw

e. Does the waste contain >10% water/moisture?  Yes  No

f. Has material been treated to remove 99% of the benzene or to achieve <10 ppmw?  Yes  No

g. Is material exempt from controls in accordance with 40 CFR 61.342?  Yes  No

→ If yes, specify exemption: \_\_\_\_\_

h. Based on your knowledge of your waste and the BWON regulations, do you believe that this waste stream is subject to treatment and control requirements at an off-site TSDF?  Yes  No

6. 40 CFR 63 GGGGG → Does the material contain <500 ppmw VOHAPs at the point of determination?  Yes  No

7. CERCLA or State-Mandated clean up → Please submit the Record of Decision or other documentation with process information to assist others in the evaluation for proper disposal. A "Determination of Acceptability" may be needed for CERCLA wastes not going to a CERCLA approved facility.

8. NRC or state regulated radioactive or NORM Waste → Please identify Isotopes and pCi/g: \_\_\_\_\_



# Additional Profile Information

Profile Number: \_\_\_\_\_

### C. MATERIAL INFORMATION

Material Composition and Contaminants (Continued from page 2):

If more space is needed, please attach additional pages.

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37.	
38.	
39.	
40.	
Total composition must be equal to or greater than 100%	
	≥ 100%

### D. REGULATORY INFORMATION

#### 1 EPA Hazardous Waste

a. Please list all USEPA listed and characteristic waste code numbers (Continued from page 2)

EXETER, NH – DEPARTMENT OF PUBLIC WORKS  
 REQUEST FOR PROPOSALS  
 BENEFICIAL USE OR DISPOSAL OF DEWATERED MUNICIPAL BIOSOLIDS

7.0 Biosolids Reuse/Disposal Proposal Fee Form

The undersigned proposes to furnish the service, including all labor and materials required, based on the information contained in the Request for Proposals for the unit prices indicated below.

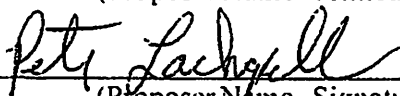
Item	Unit Price
<b>BIOSOLIDS</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered biosolids in 30-yard rolloff containers, including the rental of containers.	\$ <u>137.55</u> Per wet ton
<b>SCREENINGS &amp; GRIT</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered grit and screenings, including the rental of containers.	\$ <u>137.55</u> Per wet ton

Primary Beneficial Use or Disposal Method	Turnkey Recycling and Environmental Enterprises - TREE Landfill 90 Rochester Neck Road Rochester, NH 03839
Backup Beneficial Use or Disposal Method	Waste Management Disposal Services of Maine, Inc. Crossroads Landfill 357 Mercer Road Norridgewock, ME 04957

ADDENDA: Receipt of Addenda numbers 0 is hereby acknowledged and reflected herein.

SUBMITTED on May 20, 2019

By Peter Lachapelle  
 (Proposer Name Printed Name of Person Authorized to Sign)

By   
 (Proposer Name - Signature of Person Authorized to Sign)

Public Sector Representative  
 (Title of Individual)

Business Name: Waste Management of New Hampshire, Inc.

Business address: 30 Rochester Neck Road, Rochester, NH 03839

Phone: 603-330-2104 Email: plachape@wm.com



30 Rochester Neck Road  
Rochester, NH 03839  
Tel: (603) 330-2104  
Fax: (603) 330-2188

May 20, 2019

Town of Exeter  
10 Front Street  
Exeter, NH 03833

**Alternate Proposal Dump Trailers - Proposed Pricing July 1, 2019 – June 30, 2022**

Biosolids Transportation and Disposal: \$134.40 per ton

After the initial 3-year period, Waste Management annual increase for the successive one (1) year periods starting July 1, 2022 will be fixed at five percent (5%) per year.

WM's proposal assumes that the Town as generator of the sludge will at all times maintain the responsibility to test and characterize its sludge and waste material as required by law. The Town will be responsible to complete a Waste Profile supplied by WM (a copy of which is attached). The sludge must at all times conform to the description and any conditions of acceptance contained in the Waste Profile. In addition, the Town will comply with any applicable state and local requirements relating to the management and disposal of sludge as well as requirements imposed by the receiving disposal facility such as those relating to odor, free liquids and sulfur content. WM retains the right at any time, as a condition to WM's receipt or continued receipt of the sludge (i) to impose additional testing requirements beyond any requirements imposed by applicable laws and regulations and (ii) to refuse to accept any material, the receipt of which, in WM's sole discretion could create an environmental hazard or environmental or public health or safety concern, or nuisance and/or which could adversely affect WM's management and/or operation of its solid waste disposal facilities. Should the regulations involving the management and disposal of sludge change after the date of WM's proposal, WM shall be entitled to an equitable adjustment to its fees and in the event that the parties cannot agree to the amount of such adjustment, WM shall be entitled to terminate this Agreement with thirty days written notification.

If awarded, WM will work with the Town to negotiate a mutually acceptable agreement.

Transportation and disposal pricing are based on legal weight of hauling vehicle.

This proposal is valid for thirty (60) days from date of submittal to the Town. If not accepted in the allotted time, all pricing will expire.

We believe Waste Management offers the operational expertise and financial strength to become a valuable partner with the Town of Exeter as you select a vendor for the removal and disposal of biosolids. We are prepared to meet with you to review the details of our proposal and the opportunity that you have to go beyond the basics of collection and disposal to help provide a broad range of environmental solutions. We can help you manage your waste stream, improve safety, cut costs, ensure regulatory compliance and above all, promote end-to-end environmental stewardship.

Thank you for your consideration and we look forward to your review process and decision on this important contract.

Sincerely,  
Waste Management

A handwritten signature in black ink, appearing to read "Peter Lachapelle", with a long horizontal flourish extending to the right.

Peter Lachapelle  
Public Sector Services Representative



State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095

603-271-3503 FAX 603-271-2867

TDD Access: Relay NH 1-800-733-2964



April 10, 1995

Steven J. Poggi, P.E.  
Turnkey Recycling & Environmental Enterprises  
P.O. Box 7066  
97 Rochester Neck Road  
Gonic, New Hampshire 03839

Subject: Standard Permit No. DES-SW-SP-95-001/TLR-III Refuse Disposal  
Facility/97 Rochester Neck Road, Rochester

Dear Mr. Poggi:

Enclosed herewith is Standard Permit No. DES-SW-SP-95-001, which authorizes the landfilling of solid waste at the above noted location. This permit has been issued by the New Hampshire Department of Environmental Services, Waste Management Division (Department) pursuant to the provisions of RSA 149-M:10 and Part Env-Wm 314 of the New Hampshire Solid Waste Rules (Rules).

Please maintain a copy of this permit with your facility file records for future reference and conspicuously post a copy of the permit at the facility.

Questions regarding the issuance of this permit may be directed to Michael E. Guilfory, P.E. at (603) 271-2935. Questions regarding operational compliance may be directed to the district inspector for your region of the state, who may be contacted in the Department's Solid Waste Compliance Section at 271-2925.

Sincerely,

Philip J. O'Brien, Ph.D., Director  
Waste Management Division

Enclosures:

Permit No. DES-SW-SP-95-001  
Commencement of Construction Notice Form  
Commencement of Operations Notice Form  
DES Permit Process Questionnaire

cc w/encl:

WMEB-P&ORS  
WMCB-SWCB  
WSPCD-GPB  
PIP  
City Of Rochester  
SW District  
Seaborn, Head and Associates

AIR RESOURCES DIV.

64 No. Main Street  
Jer Box 2033  
Concord, N.H. 03302-2033  
Tel. 603-271-1370  
Fax 603-271-1381

WASTE MANAGEMENT DIV.

6 Hazen Drive  
Concord, N.H. 03301  
Tel. 603-271-2900  
Fax 603-271-2456

WATER RESOURCES DIV.

64 No. Main Street  
P.O. Box 2008  
Concord, N.H. 03302-2008  
Tel. 603-271-3406  
Fax 603-271-1381

WATER SUPPLY & POLLUTION CONTROL DIV.

P.O. Box 95  
Concord, N.H. 03302-0095  
Tel. 603-271-3503  
Fax 603-271-2181



## SOLID WASTE MANAGEMENT FACILITY STANDARD PERMIT

as authorized by the

NH Department of Environmental Services, Waste Management Division (Department)  
pursuant to RSA 149-M and part Env-Wm 314 of the New Hampshire Solid Waste Rules

I. **PERMIT/FACILITY IDENTIFICATION:**

Permit No: DES-SW-SP-95-001

Facility Type: Lined Landfill

Service Type: Commercial

Facility Name: TLR-III Refuse Disposal Facility

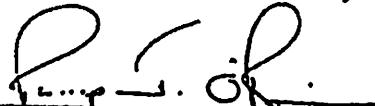
Facility Location: 97 Rochester Neck Road, Rochester, NH; Tax Map 267, Lot 2; SCRDP Plan  
Drawer 41, Plan 99, 100, 101.

Permittee: Waste Management of New Hampshire, Inc.

Facility Description: This facility is a double lined landfill for the disposal of solid waste. It covers an area of approximately 100 acres to provide an estimated capacity to receive 19 million cubic yards of waste including cover materials, or approximately 10 million tons based on current landfilling practices. The facility will develop in 8 phases, the first six to be over virgin ground and the last two to be constructed over the permittee's closed landfill called TLR-I. The facility has a minimum 15 year life expectancy. The facility has an associated wood chipping operation for the production of waste-to-energy fuel for use by permitted facilities and/or bulking agent for use at permitted composting facilities.

II. **TERMS AND CONDITIONS:** The permittee shall comply with the requirements of RSA 149-M, the New Hampshire Solid Waste Rules (Rules) and the attached terms and conditions, as amended.

III. **AUTHORIZATION:** Pursuant to RSA Chapter 149-M:10 and Parts Env-Wm 304 and 314 of the Rules, this permit is hereby issued to the permittee as identified in Section I above to construct and operate the solid waste management facility identified in Section I above, pursuant to the requirements of Section II above. **BY EXERCISING ANY RIGHTS UNDER THIS PERMIT, THE PERMITTEE HAS AGREED TO ALL TERMS AND CONDITIONS OF THE PERMIT, AS ATTACHED HEREWITH.** Failure to comply with these terms and conditions could result in civil or criminal penalties, suspension or revocation of the permit. No liability is incurred by the State of New Hampshire by reason of any approval of this solid waste facility. Approval by the Department is based on plans and specifications supplied by the applicant. No warranty/guarantee is intended or implied by reason of any advice given by the Department or its staff.

  
Philip J. O'Brien, Ph.D., Director  
Waste Management Division

April 10, 1995  
Date



Permit No. DES-SW-SP-95-001 / Terms & Conditions  
Waste Management of New Hampshire, Inc.  
TLR-III Refuse Disposal Facility  
Turnkey Recycling & Environmental Enterprises  
97 Rochester Neck Road  
Rochester, New Hampshire 03839  
April 10, 1995  
Page 1 of 24



**Section I: General Conditions**

- (1) **Effective Date:** This permit shall be effective when all requisite federal, state or local permits, licenses or approvals are obtained and maintained by the permittee.
- (2) **Basis of Approval / Supporting Documentation:** This facility is permitted on the basis of information provided by the permittee in the below listed permit application documents, hereinafter collectively referred to as the Permit Application:
  - (a) Standard Permit Application documents prepared by GZA GEOENVIRONMENTAL, INC. on behalf of Waste Management of New Hampshire, Inc. / Turnkey Recycling and Environmental Enterprises (WMNH) (ref: WMD Log# 043-93; received 04/30/93);
  - (b) Supplemental permit application information prepared by Sanborn, Head and Associates and WMNH (ref: WMD Log# 065-93; received 06/22/93);
  - (c) Supplemental permit application information prepared by WMNH (ref: WMD Log# 101-93; received 07/23/93);
  - (d) Supplemental permit application information prepared by WMNH and Sanborn, Head & Associates (ref: WMD Log# 199400225; received 03/23/94);
  - (e) Seismic Assessment for TLR-III Refuse Disposal Facility prepared by GEOCOMP Corporation (ref: WMD Log# 199400191; received 05/16/94);
  - (f) Supplemental permit application information prepared by WMNH (ref: WMD Log# 199400214; received 06/16/94);
  - (g) MULTIMED liner equivalency analysis prepared by Sanborn, Head & Associates (ref: WMD Log# 199400213; received 06/21/94).
  - (h) Permit application amendment to address operating provisions for the wood processing function of this facility, as prepared by WMNH (ref: WMD Log# 19950007; received 12/27/94).

Permit No. DES-SW-SP-95-001 / Terms & Conditions  
Waste Management of New Hampshire, Inc.  
TLR-III Refuse Disposal Facility  
Turnkey Recycling & Environmental Enterprises  
97 Rochester Neck Road  
Rochester, New Hampshire 03839  
April 10, 1995  
Page 2 of 24



(1) Permit application amendment specifying in Section 7.4.1 of the facility's Operating Plan certain provisions for the acceptance of "special wastes", as prepared by WMNH (ref: WMD Log # 199500155; received 03/08/95).

(3) Citations and Definitions: This permit has been prepared on the basis of the New Hampshire Solid Waste Rules, Env-Wm 100-300 & 2100-2800, (Rules) as adopted on July 1, 1991 and amended on December 24, 1991. Accordingly, the meaning of specific terms in this permit are intended to conform to definitions set forth in parts Env-Wm 102 and 103 of the Rules.

(4) Regulatory Requirements: This facility shall comply with the requirements of RSA 149-M, the Rules, as may be amended from time to time, and the terms and conditions of this permit. Further, the development and operation of this facility is expected to conform to the proposal submitted in the Permit Application. Where conflicts may exist between the proposal presented in the Permit Application and the terms and conditions of this permit, the terms and conditions of this permit shall apply, subject, if necessary, to any clarification provided by the Department.

(5) Reservations and Limitations: Issuance of this permit is based on information provided by the permittee to the Department in the Permit Application. If any of the information is incomplete, false, misleading or inaccurate, the Department may suspend or revoke this permit pursuant to RSA 149-M:11, assess civil or criminal penalties, or modify the permit pursuant to Env-Wm 306.08.

(6) Determination of Public Benefit: Based on the projected 20 year solid waste disposal capacity needs for the State of New Hampshire on the date of permit issuance and based on the continuing resource recovery functions outlined in section 11.2.2 of the Permit Application, it is the determination of the Department under RSA 149-M:10-c, X that this facility can provide a substantial public benefit, as required by RSA 149-M:10-c, III and XI, if facility operations conform to the following conditions:

(a) As represented by the permittee in the Permit Application, the permittee shall operate this facility in a manner that provides 15 or more years of disposal capacity for New Hampshire solid waste generators. Although facility capacity may be depleted at a variable rate over the life of the facility, the permittee shall control the capacity depletion rate so as to fulfill the 15 year requirement in good faith, which shall preclude operating the facility at token capacity levels in order to achieve 15 years of life.



- (b) The permittee shall operate this facility in a manner that is consistent with the requirements of RSA 149-M:22 and in a manner that otherwise assists the State in achieving the hierarchy of waste management methods and goals specified in RSA 149-M:1-a
- (c) The permittee is required in its Annual Report (ref. Env-Wm 311.07(d)) to provide a capacity availability analysis which identifies the remaining facility life span based on current and historic rates of use.
- (d) If the total projected facility life is less than 15 years, the permittee shall identify measures to be taken to adjust facility operations to provide at least 15 years of total facility life or, alternatively, the permittee shall demonstrate why adjustment is unnecessary to continue to provide the benefit to New Hampshire generators identified in paragraph (a).
- (e) The permittee shall provide in its Annual Report, as required by Env-Wm 311.07(d)(3)-(4), information to clearly demonstrate:
- (1) how facility operations have assisted and will continue to assist the State in achieving the hierarchy of waste management methods and goals specified in RSA 149-M:1-a; and
  - (2) how facility operations have complied with the requirements of RSA 149-M:22.
- (f) If the Department is not satisfied that the information provided by the permittee per paragraphs (d) and (e) above meets the requirements of RSA 149-M:10-a, XI, the Department may, in accordance with Env-Wm 306.05, take one or more of the following actions:
- (1) set a maximum disposal rate for the facility, subject to annual readjustment based on remaining facility capacity and actual State wide capacity need projections;
  - (2) stipulate the earliest date(s) that the permittee may construct a subsequent phase; and/or
  - (3) stipulate other appropriate controls for assuring that the facility

Permit No. DES-SW-SP-95-001 / Terms & Conditions  
Waste Management of New Hampshire, Inc.  
TLR-III Refuse Disposal Facility  
Turnkey Recycling & Environmental Enterprises  
97 Rochester Neck Road  
Rochester, New Hampshire 03839  
April 10, 1995  
Page 4 of 24



continues to provide a substantial public benefit.

(7) RCRA Subtitle D Considerations: The State of New Hampshire received a Final Adequacy Determination of the State/Tribal Municipal Solid Waste Program from the United States Environmental Protection Agency (USEPA) on February 14, 1995. As such, the Director of the Department's Waste Management Division is the State Director and so is currently the "Director of an Approved State" as provided for in 40 CFR Part 258. In accordance with that status, the Director is, therefore, certifying the following provisions of 40 CFR Part 258 relevant to this permit:

(a) Based on information submitted by the permittee in the Permit Application and relevant certifications related thereto by the permittee's consulting engineers that evaluated the proposed facility design for seismic impact, the permittee has demonstrated to the Director that all containment structures, including liners, leachate collection systems, and surface water control systems are designed to resist the maximum horizontal acceleration in lithified earth material for the site in accordance with 40 CFR 258.14, Seismic Impact Zones. Therefore, this facility is hereby authorized to be sited as proposed within this federally designated seismic impact zone.

(b) The Director is approving the design of the facility in accordance with 40 CFR Part 258.40(a)(1), (c) and (d). The relevant point of compliance for this provision, as specified by the Director, is no more than 150 meters from the waste management unit boundary and is on land owned by the owner of the facility.

(8) Responsibility: The permittee, operator and property owner, whether the same or different, shall individually and collectively ensure compliance with the terms of this permit, the Rules and all other applicable laws, regulations and ordinances, as amended.



## **Section II: Scope of Permitted Activities**

- (1) **Facility Type:** This facility is permitted to be a solid waste landfill, as defined by Env-Wm 103.09, and is permitted to also include a waste wood chipping operation for the production of waste-to-energy fuel for use by permitted facilities and/or a bulking agent for use at permitted composting facilities.
- (2) **Anticipated Development:** This facility is permitted on the basis of plans to develop the landfill in eight sequential phases. Phases 1-6 are to be located over virgin ground, whereas Phases 7-8 are proposed to be located adjacent to and above the permittee's existing landfill known as Turnkey Landfill of Rochester - I, (TLR-I). Development of Phases 7 and 8 is dependent on the Department's future review of information to be provided by the permittee pursuant to Section IV /Conditions 3-6 of this permit and on the Department's determination that such information meets all applicable requirements existing at the time of the review.
- (3) **Service Type and Area:** This facility is a commercial facility, as defined by Env-Wm 102.33, and shall thereby provide capacity for New Hampshire generators pursuant to the requirements of Section I / Condition (6) of this permit.
- (4) **Facility Capacity:** The physical capacity of this facility shall be as shown on plan sheet no. 26 of 53 (entitled "Final Grading Plan") in the Permit Application, which provides for the following anticipated usage measurements:
  - (a) The in-place volume of wastes, including cover materials, to be received at the facility is estimated to be 19,000,000 cubic yards which, based on current landfilling practices, is estimated to equate with 10,000,000 tons. The actual tonnage may be different, depending on such factors as actual waste composition, compaction effort and daily cover practices.
  - (b) The facility life expectancy is 15 years minimum, subject to the requirements of Section I/Condition (6).
  - (c) The expected tonnage to be received at the facility on a weekly basis is 12,100 tons per week, on average annually, subject to the requirements of Section I/Condition (6).

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**(5) Authorized Wastes for Landfilling:** This facility is authorized to landfill solid waste only, subject to the following restrictions:

- (a) the waste is not a waste prohibited by Condition (9) of this Section;
- (b) the waste is landfilled in accordance with the requirements of Section 1/Condition (6)(b); and
- (c) the waste is landfilled in accordance with the applicable inspection and management provisions specified in Condition (6) below.

**(6) Inspection and Management Provisions by Authorized Solid Waste Type:** The following solid waste types shall only be landfilled at this facility under the below described terms for inspection and management:

- (a) municipal solid waste, as defined in Env-Wm 103.23, subject to regular inspections to assure the exclusion of any prohibited waste as specified in Condition (9) below and to assure that any waste identified in paragraphs (c) -(i) below is properly separated and independently managed as required by paragraphs (c) - (i) below.
- (b) construction and demolition debris, as defined in Env-Wm 102.38, subject to regular inspections to assure the exclusion of any prohibited waste as specified in Condition (9) below and to assure that any waste identified in paragraphs (d)-(i) below is properly separated and independently managed as required by paragraphs (d)-(i) below.
- (c) bulky wastes, as defined in Env-Wm 102.23, subject to regular inspections to assure the exclusion of any prohibited waste as specified in Condition (9) below and to assure that any waste identified in paragraphs (d)-(i) below is properly separated and independently managed as required by paragraphs (d)-(i) below, and subject to the provisions of Env-Wm 2600, as applicable.
- (d) bottom ash, as defined in Env-Wm 102.22 and fly ash, as defined in Env-Wm 102.61 resulting from the incineration of:

- (1) municipal solid waste, subject to the provisions of Env-Wm 2602 or, alternatively, the provisions of any waiver to Env-Wm 2602 which may be



granted by the Department pursuant to Env-Wm 202 and Section VI/Condition (3) of this permit;

(2) medical/infectious waste, subject to the provisions of Env-Wm 2602; and/or

(3) biomass, subject to the provisions of Env-Wm 2602 and for which alternative management by agricultural landspreading is not available or appropriate for identified reasons, including ash quality, odors, weather conditions, or land use restrictions.

(e) asbestos waste, as defined by Env-Wm 102.15, subject to the provisions of Env-Wm 2601;

(f) treated infectious waste which has been autoclaved, or otherwise treated and disinfected in accordance with and so as to meet the standards for landfilling in Env-Wm 2604;

(g) virgin petroleum contaminated soils, subject to the provisions of the Department's "Interim Policy for the Management of Soils Contaminated from Spills/Releases of Virgin Petroleum Products", as amended.

(h) other non-hazardous solid waste as listed below, if determined to be non-hazardous based on generator knowledge/certification and/or representative sampling and analysis in accordance with all applicable federal and state regulations and in accordance with the provisions of Section 7.4.1 (Special Waste Program) of the facility's Operating Plan as provided in the Permit Application inclusive of the revisions dated March 8, 1995, and also subject to the recordkeeping requirements of Section VII/condition (5) of this permit. However, the permittee shall not exclusively rely on generator knowledge to determine that a waste is not hazardous unless the generator's knowledge is in fact substantial and preponderant to making such determination, for example when the generator is able to demonstrate that the waste results from a process not involving any hazardous materials or waste.

(1) sludge and septage solids for which alternative management options, such as composting, landspreading and/or incineration are not available or



- appropriate for identified reasons;
- (2) waste from industrial processes;
  - (3) waste from pollution control devices;
  - (4) residue from a spill of a non-hazardous chemical substance or commercial product or a waste listed above;
  - (5) contaminated residuals from the clean-up of a facility generating, storing, treating, recycling, or disposing wastes, chemical substances or commercial products listed above;
  - (6) commercial products which are off-specification, outdated, or unused;
  - (7) waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated from the industrial process;
  - (8) contaminated soils and other media, other than virgin petroleum contaminated soil that shall instead be managed in accordance with the provisions of paragraph (g) herein; and
  - (9) other non-hazardous waste not specifically listed above that has the potential to be hazardous so as to require completion of a hazardous waste determination prior to acceptance, or that requires special handling so as to require the additional measures specified in Section 7.4.1 of the facility's Operating Plan as cited above prior to acceptance. Examples include non-hazardous coal tar materials, off-specification compost, spent sandblasting grit, fluorescent light bulbs, fine particulate (airborne) wastes and any waste that is not identifiable prior to analytical characterization.
    - (i) other non-hazardous, non-recyclable solid waste not specifically listed above, subject to written approval from the Department based on information provided by the permittee that identifies the source, type, quantity, age if known, physical characteristics and analytical characteristics of the waste.
- (8) Authorized Waste for Processing: This facility is further authorized to receive for processing and off-site disposal at a permitted facility wood waste such as yard waste,



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discarded pallets, lumber, utility poles, railroad ties and the like, that shall be temporarily stored at the facility outside of the liner system in a manner that is fire safe and will not otherwise contravene the Universal Environmental Performance Standards in Env-Wm 308 or interfere with the proper operation or closure of the landfill, and that is managed in accordance with the procedures given in Appendix 7H of the facility's Operating Plan.

(9) Prohibited Wastes: This facility shall not landfill any of the following wastes:

- (a) hazardous waste, including small quantity generator waste, as each is defined by federal law and the New Hampshire Hazardous Waste Rules, as amended;
- (b) polychlorinated biphenyls (PCBs) that are regulated under the Toxic Substances Control Act, as amended (ref. 40 CFR Part 761);
- (c) CFCs, as prohibited by Title 6 of the Clean Air Act, as amended (ref. 40 CFR Part 82);
- (d) wastes that are prohibited under RSA 149-M:22, or any other State or federal regulation. However, the facility may accept leaf and yard waste in accordance with the provisions of Condition (8) of this Section;
- (e) untreated medical or infectious wastes;
- (f) contained or free liquid wastes, except for leachate if approved by the Department pursuant to the provisions of Section VI/Condition (4);
- (g) contained gaseous wastes; and
- (h) source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended.



### **Section III: Design Requirements**

- (1) The final design of this facility shall conform to that which is presented in the Permit Application, as well as to the requirements of Env-Wm 309 and Env-Wm 2505.
- (2) In addition to the above, the final design shall include provisions to address all requirements of this permit.
- (3) Facility operations are contemplated to occur over no less than a fifteen year period on a phase by phase basis. During that fifteen year period, landfill construction and operation technologies and practices are expected to experience advancement/improvement. Therefore, as required by the Rules in Env-Wm 309.05(a), the permittee shall incorporate design enhancements each time a new phase is constructed or at other appropriate times, for example when the facility is capped, so as to employ best available technologies to the extent practicable.
- (4) The final design plans shall show the locations where the soils with less than  $1 \times 10^{-4}$   $\frac{cm^3}{sec}$  are to be placed in order to conform with Env-Wm 2505.03 (b).
- (5) The final design plans shall show high water alarms with elevations for all pumps and tanks.
- (6) Subject to the provisions of Env-Wm 306.05, or subject to any Rule amendments that may be authorized to require municipal solid waste landfills in New Hampshire to employ bioreactor technology for the rapid biological stabilization of landfilled wastes, the Department hereby reserves the right to require any of Phases 3-8 to be designed and constructed to include placement of a composite liner and leachate collection system that either meets the requirements of 40 CFR Part 258.40(a)(2) or meets an equivalent standard that the Director may have authority to and does approve, so as to allow leachate recirculation to occur in accordance with Env-Wm 2506.05(b)(4). See also Section VII/Condition (10) of this permit.
- (7) The final design of the liner and leachate collection systems in Phases 7 and 8 shall be determined on the basis of information to be provided by the permittee pursuant to Section IV/Conditions (3)-(6) of this permit. In the Permit Application, the proposed design is to rely on the capping system at the TLR-I Landfill to serve as the secondary

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liner system for Phases 7 and 8, with potential tertiary containment to be provided by the TLR-I liner system. Since the future condition of the TLR-I liner and capping systems can not be ascertained at this time, nothing in this permit shall be misconstrued to mean that the Department has approved the proposed design. Instead, the Department has agreed, per the criteria established in Section IV/Conditions (3)-(6), to allow the proposed design concept to be justified for future approval at the time the actual construction is scheduled to occur in either Phases 7 or 8.



#### **Section IV: Pre-Construction Requirements**

(1) The permittee shall apply for and obtain written construction approval from the Department before commencing construction of any new phase of the facility; before modifying the approved construction plans for any existing phase of the facility except as provided by Env-Wm 310.09; and before commencing construction of any closure system component for any phase of the facility. Application for construction approval shall include the information listed below which for Phases 3-8 shall be submitted to the Department in triplicate no less than 90 days prior to the anticipated date of commencing construction of the applicable facility phase or phase component and for Phases 1-2 shall be submitted to the Department 10 working days prior to the anticipated date of commencing construction:

- (a) complete final design plans, specifications and supporting documentation, prepared in accordance with Section III of this permit;
- (b) the anticipated date that construction will commence;
- (c) a closure cost estimate, to be supported by a preliminary closure plan that shows the final grades and typical capping details for fully closing the facility when the phase that is proposed for construction has reached capacity, as though no subsequent phases will be constructed. The cost estimate shall be itemized and the unit costs shall be representative of current market rates for the closure work to be performed by a third party, as per the requirements of Env-Wm 313. The cost estimate shall provide the basis for determining the amount of financial assurance required to satisfy Section VI/Condition (2)(f). Therefore, the financial assurance plan that will be companion to the closure cost estimate should be submitted to the Department in draft form after the closure cost estimate has been accepted and construction approval has been granted, in order that the Department may have adequate time to review the financial assurance plan prior to the time the permittee must satisfy the requirements of Section VI/Condition (2)(f).
- (d) for Phases 3-8, a performance review of facility operations to date, to demonstrate to the satisfaction of the Department that construction and operation of the applicable facility phase or components will be compatible with existing



site/facility conditions and will not adversely effect relevant environmental quality, health or safety matters;

(e) for new construction in Phases 7 and 8, the information required by conditions (3)-(6) of this section of the permit; and

(f) other information if required by the Department for good cause to support the application for construction approval.

(2) Before initiating any approved construction activities, the permittee shall comply with the construction notification requirements of Env-Wm 310.03 by filing with the Department, in duplicate, all information required by Env-Wm 310.03 on a form provided by the Department entitled "NOTICE OF INTENT TO CONSTRUCT".

(3) Application to construct and later to commence operations in those portions of Phases 7 and 8 that overlay the TLR-I landfill shall be submitted as a Facility-Scale Research and Development project proposal per Env-Wm 319.04. The research and development project proposal shall be submitted with the construction plans and shall identify the process by which the area will be developed and the means to monitor the performance and integrity of the cap/liner system. Such measures shall include:

(a) monitoring the actual settlement of the liner system over TLR-I;

(b) calculating and/or monitoring the actual strain in the liner system; and

(c) comparing actual settlement against the predicted values as proposed in the Permit Application.

(4) Prior to obtaining construction approval for either Phases 7 or 8, the permittee shall provide necessary documentation to support and shall accordingly certify that there is no fugitive contamination present (groundwater or gas leaks) resultant to TLR-I. If such contamination is present then the permittee shall demonstrate that such contamination is clearly decreasing in concentration due to control measures or circumstances that will be unaffected by the proposed construction or operation of the facility. This demonstration shall, in part, be made through the sampling of groundwater and/or gas monitoring wells, in addition to showing that the reasons for the releases have been fully investigated and that corrective action has been implemented to the satisfaction of the Department.

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(5) Prior to obtaining construction approval for either Phases 7 and 8, the permittee shall submit the results of a quality assurance/quality control (QA/QC) program for testing and determining the integrity and permeability of the existing clay cap over TLR-I which is proposed in the Permit Application to serve as the secondary liner for portions of Phases 7 and 8. As a condition of any construction approval that may be granted for either Phases 7 or 8, the permittee shall demonstrate to the satisfaction of the Department that the existing clay cap has an average thickness of 24 inches with a maximum hydraulic conductivity of  $1 \times 10^{-7} \text{ cm/sec}$  throughout, and that all cracks or other flaws shall be repaired to the same minimum standard. The permittee shall also submit the plans and specifications detailing all potential or necessary repair work.

(6) Prior to construction of Phases 7 and 8, the approved post closure monitoring/maintenance plan for the TLR-I Landfill shall be modified as necessary to accommodate the physical changes brought about by the building of TLR-III. In addition, the TLR-I post closure monitoring period shall be modified to coincide with that of TLR-III. The permittee shall submit the proposed modified post closure monitoring/maintenance plan, in triplicate, for Department review no less than 90 days prior to the anticipated date for constructing in either Phases 7 or 8.

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**SECTION V: Construction Requirements**

- (1) Construction of this facility shall not commence prior to fulfilling the requirements of Section IV of this permit.
- (2) Construction of this facility shall require prior written approval by the Department, per Env-Wm 310.03. Written approval to construct shall be based on the information filed by the permittee in accordance with the provisions of Section IV of this permit.
- (3) Construction practices at this facility shall comply with Env-Wm 310.
- (4) Construction shall conform to the approved final design plans.
- (5) Construction shall comply with the terms and conditions of any written approval granted by the Department for commencement of construction.
- (6) No later than 90 days following completion of construction, the applicable record drawings shall be supplied to the Department, in duplicate, in accordance with the requirements of Env-Wm 310.14.



## **SECTION VI: Pre-Operation Requirements**

(1) Prior to commencing operations in any phase of the facility, the permittee shall obtain written approval to operate the phase by filing all of the information required by Condition (2) of this section at least 15 business days prior to the anticipated date of commencing operations in the new phase. The permittee shall provide such information in duplicate to the Department on and with a form provided by the Department entitled "NOTICE OF INTENT TO OPERATE".

(2) The NOTICE OF INTENT TO OPERATE shall include all of the following information as required by Env-Wm 311.04 and as otherwise required to satisfy any conditions of this permit that are prerequisite to operating this facility:

- (a) facility identification, including permit number;
- (b) date of intended commencement of operations;
- (c) a statement signed by the project engineer that to the best of his/her knowledge, the facility has been constructed in accordance with the permit, the Rules, and all approved plans and specifications and is fit for operation in accordance therewith;
- (d) the name, telephone number, certificate number and certification level of the certified operator(s);
- (e) the name and telephone number of the facility manager or other primary contact person; and
- (f) proof of financial assurance for the cost of closing the facility, as required by Section IX of this permit, which shall be in the form of finalized financial assurance documents that conform to a draft financial assurance plan and closure cost estimate that has received prior approval by the Department as provided by Section IV/Condition (1)(c).

(3) Prior to operating in Phase 3 of this facility, if the permittee elects to continue co-disposing of municipal solid waste incinerator ash, the permittee shall apply for a waiver



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to the requirements of Env-Wm 2602.04, in accordance with the provisions of Env-Wm 202. The application for waiver shall include, as supporting documentation, a final report on the permittee's approved pilot demonstration project for ash co-disposal. The application shall be submitted to the Department in quadruplicate at least 60 days prior to the date the permittee requires approval. See also Section VII/Condition (8) of this permit.

(4) If, per Section III/Condition (6), leachate recirculation will be practiced at this facility, the permittee shall submit for Department approval proposed amendments to the facility's approved Operating Plan that satisfy the requirements of Env-Wm 2506.05(b)(4) for recirculating leachate to promote the rapid biological stabilization of landfilled wastes. The proposed amendments, if approved by the Department, shall thereby become conditions for facility operations.

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## **SECTION VII: Operating Requirements**

(1) This facility shall operate in compliance with the following requirements, as in effect on the issue date of this permit and as may be amended subsequent to the issue date of this permit:

- (a) 40 CFR Part 258, as provided in the Department's "Guidance Document for the State Permitting of Municipal Solid Waste Landfills Regulated under Federal Rules (40 CFR 258) in New Hampshire";
- (b) RSA 149-M;
- (c) the New Hampshire Solid Waste Rules, (ref. Env-Wm 100-300 & 2100-2800), specifically including Env-Wm 308, 311, 2506 and 2600;
- (d) all terms and conditions of this permit;
- (e) the Operating Plan found in Section 7 of the Permit Application, except as amended by the terms and conditions of this permit;
- (f) the provisions of any other present or future requisite federal, state or local permits, licenses or approvals that may be required for the operation of this facility; and
- (g) the terms of any authorization to operate granted by the Department pursuant to Section VI/Condition (1) of this permit.

(2) Operating Capacity: The operating capacity of this facility shall be as specified in Section II/Condition (4) and in accordance with Section I/Condition (6) of this permit.

(3) Operating Information: The permittee shall provide to the Department such information as the Department may from time to time request concerning the status of facility operations.

(4) Operator Qualifications: In accordance with the provisions of RSA 149-M:11, II, the Department may revoke or suspend this permit if any of the conditions set forth in RSA



149-M:10, V-a applies to any facility operator.

**(5) Monitoring and Reporting:** In order to assure that the facility properly operates, certain data must be routinely collected, recorded and evaluated by the permittee. Therefore, the permittee shall collect all data that is necessary to assure that the facility is properly operating and that problems, should they arise, are expeditiously identified and corrected. The permittee shall maintain on file at the facility all required monitoring data, copies of which shall be made available to the Department if requested. As a minimum, the following monitoring and reporting requirements shall apply to the operation of this facility, until such time as the Department may notify the permittee of necessary changes, as determined by the Department on the basis of actual facility performance and/or changes in the Department's data base management needs.

- (a) The liquid level of the 500,000 gallon leachate storage tank is to be monitored by the permittee on a weekly basis and reported to the Department quarterly.
- (b) Groundwater monitoring and reporting shall occur in accordance with the facility's leak detection permit, issued through the Department's Water Supply and Pollution Control Division pursuant to the provisions of RSA 485-A.
- (c) Methane gas concentrations shall be measured monthly at all required monitoring points and reported to the Department quarterly, in a table format, in addition to being reported as required by Env-Wm 2506.07.
- (d) Leachate quantities shall be measured daily in accordance with Env-Wm 2506.05(e) and reported with precipitation information to the Department quarterly, in a format that presents monthly subtotals and the quarterly total.
- (e) The quantity of leachate pumped off the secondary liner shall be measured daily in accordance with Env-Wm 2506.05(e) and reported to the Department quarterly, in a format that presents each monthly subtotal and the quarterly total. In addition, the permittee shall calculate the 30-day average flowrate and shall accordingly comply with the secondary liner flowrate reporting and action limit requirements of Env-Wm 250.05(g).
- (f) Representative leachate analytical data shall be obtained and reported to the Department quarterly in accordance with the requirements of Env-Wm



2506.05(f).

(g) The head on the primary liner system shall be measured daily, from which monthly averages shall be calculated and reported quarterly.

(h) Annual reports shall be submitted to the Department in accordance with the requirements of Env-Wm 311.07.

(7) Pipe Removal: The pipes in the temporary sideslope swales as depicted in detail 22 on sheet 37 of the permitted design plans as provided in the Permit Application, must be removed prior to filling over this area.

(8) MSW Incinerator Ash Disposal: The disposal of municipal solid waste incinerator ash shall occur only in accordance with the following practices, as appropriate:

(a) monofilled in accordance with the requirements of Env-Wm 2602.04; or,

(b) co-disposed in manner consistent with the provisions of the permittee's approved pilot demonstration project for ash co-disposal at the permittee's TLR-II facility, to be formally concluded prior to operating Phase 3 of this facility (TLR-III) by filing a final report with the Department; or

(c) the terms and conditions of any waiver to the provisions of Env-Wm 2602 granted by the Department resultant to the successful completion of the permittee's aforementioned pilot demonstration project. Successful completion shall be determined by the Department on the basis of a final report for the pilot demonstration project, to be prepared and submitted by the permittee in triplicate, that evaluates the data obtained during the pilot demonstration project and accordingly concludes that the monofilling requirements of Env-Wm 2602.04 should be waived to allow MSW incinerator ash to be co-disposed under controlled operating practices.

(9) Stormwater Management: The stormwater piping configuration in Phases 5, 6 & 7 is approved pursuant to a determination of functional equivalency with Env-Wm 2505.09 (d), based on the proposed operation of the drainage system as well as the 500,000 gallon on-site leachate storage and treatment facilities. If leakage within the drainage system is detected as evidenced by lowering of static water levels in the riser pipes,

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then use of the drainage system shall be discontinued until said leak is repaired. The permittee shall notify the Department when such conditions are identified and shall coordinate with the Department all necessary response action.

**(10) Leachate Recirculation:** At this time, leachate recirculation is apparently prohibited under 40 CFR Part 258.28 without the placement of a composite liner and leachate collection system that meets the standards of 40 CFR Part 258.40(a)(2). Consequently, the permittee is not permitted to recirculate leachate at this facility as was proposed in the Permit Application. Leachate recirculation may occur at this facility in accordance with the provisions of Section III/Condition (6) and Section VI/Condition (4) of this permit.



## **SECTION VIII: Closure and Post Closure Requirements**

(1) **Requirements:** Closure of this facility shall comply with the following requirements, as in effect on the issue date of this permit and as may be amended subsequent to the issue date of this permit:

- (a) 40 CFR Part 258, as provided in the Department's "Guidance Document for the State Permitting of Municipal Solid Waste Landfills Regulated under Federal Rules (40 CFR 258) in New Hampshire";
- (b) RSA 149-M;
- (c) the New Hampshire Solid Waste Rules (ref. Env-Wm 100-300 & 2100-2800), specifically including Env-Wm 308, 310, 312, 2507 and 2600;
- (d) all conditions of this permit;
- (e) the Closure Plan found in Section 8 of the Permit Application, except as amended by the terms and conditions of this permit;
- (f) the provisions of any other present or future requisite federal, state or local permits, licenses or approvals that apply to closure of this facility; and
- (g) the terms of any authorization granted by the Department to construct any portion of the required closure system, pursuant to the provisions of Section IV of this permit.

(2) The provisions of Sections III -V of this permit apply to the design and construction of the facility's closure systems.

(3) The schedule for capping this facility shall conform to that provided in the Closure Plan presented in Section 8 of the Permit Application.

(4) The permittee is responsible for implementing and meeting the requirements for landfill closure as set forth in Env-Wm 2507.03 and 2507.04, for whatever length of time is required to achieve the performance criteria specified in Env-Wm 2507.05(a)(1) -(4).

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Although the Rules contemplate in Env-Wm 2507.05 that such performance criteria may be met within 30 years of final capping the facility, the actual post-closure monitoring and maintenance period for this facility may be different than 30 years, to be determined by the Department on the basis of periodic review and evaluation of the post-closure monitoring data. Therefore, the permittee shall, no less than annually and in accordance with Env-Wm 311.07, prepare and submit an Annual Report that provides all required post-closure monitoring and maintenance data with an evaluation of that data by a qualified professional engineer licensed in New Hampshire. The evaluation shall characterize actual facility performance, identify any specific data trends that develop and assess the meaning of those trends as they may apply to meeting the performance criteria in Env-Wm 2507.05(a)(1)-(4).

(5) No later than 10 years following the date on final closure, but earlier if determined necessary by the Department, the post-closure monitoring and maintenance period shall be adjusted to reflect actual conditions at the facility. If such adjustment results in extending the post closure period beyond the 30 year period specified in Env-Wm 2507.05, the permittee shall provide additional financial assurance in accordance with Env-Wm 313 and Section IX of this permit.

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## **SECTION IX: Financial Assurance**

(1) **Cost Estimate:** Pursuant to Env-Wm 313, an itemized estimate for the most current cost of closing this facility shall be calculated and maintained with facility records at all times. The cost of closure shall be determined on the basis of the facility's approved closure plan and information submitted per Section IV/Condition (1)(c) such that the permittee shall always maintain adequate funds to close the facility, if necessary, upon completion of any phase that is approved to operate, as though no subsequent phase will be built or operated. The estimate shall be updated no less than annually and submitted to the Department in accordance with Env-Wm 311.07(d). In addition, the most current estimate of record shall be otherwise updated and submitted prior to effecting any modification to facility operations that changes the estimate of record. Further, the Department reserves the right to require at any time that the cost estimate for facility closure, and the related financial assurance provisions, be amended to reflect actual facility operating costs and/or market conditions, or to reflect cost information that the Department may independently obtain that demonstrates the actual closure costs are different than the most current cost estimate of record.

(2) **Proof of Financial Assurance:** The permittee shall, no less than annually in accordance with the provisions of Env-Wm 311.07(d), provide proof of financial assurance based upon the current estimated cost of a third party to perform all required closure and post-closure work. (RSA 149-M:10, V-b and Env-Wm 313). Proof of financial assurance shall be provided by the permittee through one or a combination of the mechanisms identified in Env-Wm 313.02, and is subject to approval by the Department.

(3) **Maintenance of Financial Assurance:** Implementation and maintenance of an approved financial assurance plan is required to commence and continue operations of this facility. At no time during the life of this facility shall the permittee allow financial assurance for the cost of closure to lapse or to be underfunded.



**EXETER, NH – DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS  
BENEFICIAL USE OR DISPOSAL OF DEWATERED MUNICIPAL BIOSOLIDS**

**1.0 General Information**

Sealed Proposals for the Beneficial Use or Disposal of Dewatered Municipal Biosolids will be received, by the Town of Exeter, at the Town Office Building (10 Front Street, Exeter, NH, 03833, until 4:00 PM local time on May 20, 2019. The proposals will remain sealed until the Select Board meeting on May 20, 2019 at which time they will be publicly opened and read.

Copies of the Request for Proposals and any addenda may be obtained by download from the Town website. Technical questions should be directed to Wright-Pierce (Andy Morrill, 603-570-7113). Site tours can be arranged with the Town (Matt Berube, 603-773-6157). Note, the WWTF is under construction.

The Town of Exeter reserves the right to reject any or all Proposals, to waive any technical or legal deficiencies, and to accept any Proposal that it may deem to be in the best interests of the Town.

**2.0 Descriptive Information**

The new WWTF is located at 13 Newfield Road in Exeter (the same location at the existing Aerated Lagoon facility). The facility has a design flow of 2.2-mgd and anticipated startup flows of 1.75-mgd. The new facility has mechanical screening (3/8”), vortex grit removal, biological nutrient removal activated sludge, and ultraviolet disinfection. Waste biosolids are stored in an aerated Sludge Storage Tank and will be dewatered via centrifuges.

Dewatered biosolids are expected to be 19% ODS cake solids (range of 18% to 22% ODS). The anticipated dewatered biosolids volume is expected to be 2,500 wet tons per year (range of 2,300 to 2,600 wet tons per year). Based on an estimated weight of 18 wet tons per 30-CY container, this represents approximately 2 to 3 containers per week. The facility has a truck bay sized for a 30-yard rolloff to drive through (14’8” wide OHD x 14’0” tall OHD x 50’0” long bay).

Grit and screenings are generated from screenings washing compacting equipment, grit washing equipment and a 1.5 CY dumpster are located in the Headworks Building. Grit and screenings volume is expected to be approximately 100 CY/year.

Pick up days and times will be coordinated between the Town and the Proposer.

This WWTF is currently under construction; therefore, no biosolids analytical reports are available. A tour of the WWTF can be provided upon request.

**3.0 Services to be Rendered:**

Below is a list of the minimum proposal specifications, in addition to the minimum standards set forth in this document. The Proposer should feel free to include anything with the proposal that will benefit the Town.

**EXETER, NH – DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS  
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- The proposal will be in the form of a Proposal, and the term of the contract will be for a period of 3 years starting approximately July 1, 2019. The term of this contract shall be automatically extended and renewed for up to two (2) additional, successive one (1) year periods, unless either party gives written notice of termination to the other party not later than 60 days prior to the expiration of the initial term or any renewal term.
- Any legal and regulated beneficial use or disposal option for dewatered biosolids will be considered by the Town. Proposals shall be specific about the primary beneficial use or disposal method(s) to be utilized as well as the backup beneficial use or disposal method.
- All proposed beneficial use or disposal options must be lawful and must be performed under proper state permits. No waste may be disposed of improperly or in a non-licensed, non-qualified/non-state approved manner. To do so will constitute a violation of the contract between the respective parties.
- Dewatered biosolids will be collected by the Proposer (or designated representative) from the WWTF. The Proposer will assume all responsibility for the safe handling, transport, and beneficial use or disposal of the dewatered biosolids and grit and take title of the material after it leaves the WWTF.
- Access to the WWTF must be provided during business hours at all times and loaded dewatered biosolids shall not exceed any Federal DOT, State DOT or local road weight limits. The Town cannot ensure that loads are legal; however, the Town will be aware of the approximate weight of a typical load leaving the facility.
- All fees shall be provided on a "per wet ton" basis. Proposed fees, depending upon specific option, shall include container rental, transportation, and all processing and other charges. Proposed fees must be shown for both options. See last page of this RFP for the Proposal Fee Form.
- After the initial 3-year period (July 1, 2019 to July 1, 2022, during which time the per wet ton fee shall be fixed), the Proposer shall clearly stipulate in their proposal the annual increase for the successive one (1) year periods, starting July 1, 2022, should both parties decide to not terminate within 60 days of the end of the initial 3-year period.
- The basis and the method of calculation for any proposed surcharges, including fuel charges, must be stipulated in the proposal.
- A back-up beneficial use or disposal plan must be provided in case operational or financial problems develop with the Proposer's operation. The fees for the back-up plan will be the same as the regular beneficial use or disposal rate. Any extra costs incurred by the Town as a result of the back-up beneficial use or disposal plan will be paid for by the Proposer. Documented proof of back-up beneficial use or disposal capacity is required.
- The container used for hauling dewatered biosolids must be liquid tight and meet all state and federal standards and must be empty and clean and generally free from odors when delivered to the respective wastewater treatment plants.
- Dewatered biosolids containers will be hauled away within 24 hours after notification, including holidays and weekends. The Town and Proposer will agree upon an anticipated pick-up schedule in the Agreement; however, pick-up will be required within 24 hours after notification. If this cannot be accomplished, the Proposer must

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have a backup or alternate site where the biosolids can be hauled at the Proposer's expense.

- The Proposer will be responsible for all reporting associated with the beneficial use or disposal process in accordance with state and federal regulations. The Town will provide required biosolids testing results to the successful Proposer.
- The Proposer and the Town will promptly provide to each other all laboratory analyses and information which they obtain regarding the residuals and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to the contract. Proposer will prepare and submit reports to the Town and to applicable regulatory agencies regarding the services covered in the contract.
- The successful Proposer may propose an alternate means of beneficial use or disposal during the course of the contract, as a result of a change in technology. The Proposer must submit descriptive information at time of the proposed change, as well as documentation that the technology meets any applicable local, state and federal requirements. The proposed change will only be accepted by written agreement with the Town.
- The successful Proposer (s) must submit invoices for beneficial use or disposal and transport no later than 14 days after the end of each month, including the end of the fiscal year (e.g., submit by July 7 for June 30 end of fiscal year).

**4.0 Qualifications of Proposers**

Proposer must have a minimum of 5-years of experience in beneficial use or disposal of dewatered wastewater biosolids. The Proposer will provide the Town with three (3) references that demonstrate the Proposer has met the experience requirements as mentioned above. Proposers must provide documentation that indicates the beneficial use or disposal facility has and is operating in accordance with local, State and Federal regulations. The Proposer will also provide documentation that indicates the processing facility has the capacity to treat the quantities of dewatered biosolids generated at the participating wastewater treatment plants over the life of the contract.

Proposer must provide documentation that demonstrates the financial stability of the contracting firm, such as annual reports and financial audits. Provide information for the last 3 years.

**5.0 Insurance**

Proposer must agree to procure and maintain, at its expense, commercial general liability insurance for protection from claims under the workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, which may arise from the performance of services hereunder. The minimum amounts of coverage are: General Liability \$2,000,000 each occurrence/\$2,000,000 aggregate; Automobile \$2,000,000; Excess Liability \$2,000,000 each occurrence/\$2,000,000 aggregate; and

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Professional Liability \$2,000,000 each occurrence/\$2,000,000 aggregate. The same coverage shall apply to any subcontractor used by the Proposer.

The Town shall be named an additional insured on all policies stipulated above. Proof of insurance will be required before any contracts are approved.

**6.0 Indemnification**

Proposer, by acceptance of the residuals identified in this Request for Proposal, agrees, for itself, its successors, and assigns to defend, indemnify, and hold harmless the Town, its officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Proposer's handling, transporting, recycling or disposing of residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Proposer or Proposer's breach of the terms and conditions of the Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the Town providing to the Proposer any Hazardous Waste or Non-Conforming Waste.

**EXETER, NH – DEPARTMENT OF PUBLIC WORKS  
 REQUEST FOR PROPOSALS  
 BENEFICIAL USE OR DISPOSAL OF DEWATERED MUNICIPAL BIOSOLIDS**

**7.0 Biosolids Reuse/Disposal Proposal Fee Form**

The undersigned proposes to furnish the service, including all labor and materials required, based on the information contained in the Request for Proposals for the unit prices indicated below.

Item	Unit Price
<b>BIOSOLIDS</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered biosolids in 30-yard rolloff containers, including the rental of containers.	\$ _____ Per wet ton
<b>SCREENINGS &amp; GRIT</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered grit and screenings, including the rental of containers.	\$ _____ Per wet ton

Primary Beneficial Use or Disposal Method	
Backup Beneficial Use or Disposal Method	

ADDENDA: Receipt of Addenda numbers \_\_\_\_\_ is hereby acknowledged and reflected herein.

SUBMITTED on \_\_\_\_\_, 2019

By \_\_\_\_\_  
 (Proposer Name – Printed Name of Person Authorized to Sign)

By \_\_\_\_\_  
 (Proposer Name – Signature of Person Authorized to Sign)

\_\_\_\_\_  
 (Title of Individual)

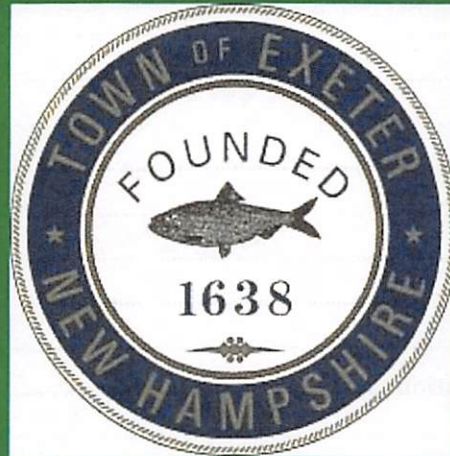
Business Name: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

# Proposal for Biosolids and Grit and Screening Transport and Disposal

For:  
The Town Of Exeter, NH



May 16, 2019

Prepared by:



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 REQUEST FOR PROPOSALS  
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**7.0 Biosolids Reuse/Disposal Proposal Fee Form**

The undersigned proposes to furnish the service, including all labor and materials required, based on the information contained in the Request for Proposals for the unit prices indicated below.

Item	Unit Price
<b>BIOSOLIDS</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered biosolids in 30-yard rolloff containers, including the rental of containers.	\$182.50 per wet ton in 30 yard rolloff containers \$ <u>\$151.20</u> per wet ton in full sized dump trailers Per wet ton Please see proposal narrative for details
<b>SCREENINGS &amp; GRIT</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered grit and screenings, including the rental of containers.	\$ <u>NO BID</u> Per wet ton

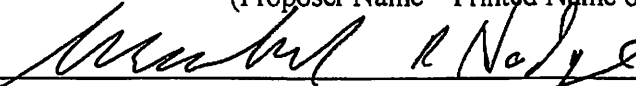
Primary Beneficial Use or Disposal Method	New England Waste Services of VT Landfill 403 Landfill Lane Coventry, VT 05825
Backup Beneficial Use or Disposal Method	North Country Environmental Services Landfill 581 Trudeau Road Bethlehem, NH 03574

ADDENDA: Receipt of Addenda numbers \_\_\_\_\_ is hereby acknowledged and reflected herein.

SUBMITTED on May 20th, \_\_\_\_\_, 2019

By Michael R. Hodge

(Proposer Name – Printed Name of Person Authorized to Sign)

By 

(Proposer Name – Signature of Person Authorized to Sign)

Vice-President

(Title of Individual)

Business Name: New England Waste Services of ME, Inc. d/b/a Casella Organics

Business address: 110 Main Street, Suite 1308, Saco, ME 04072

Phone: 914-924-3195

Email: Shannon.Carroll@casella.com



May 16<sup>th</sup>, 2019

Matt Berube  
Water and Sewer Manager  
Town of Exeter  
10 Front St  
Exeter, NH 03833

**SUBJECT: Casella Organics Cost Proposal for 3-Year Biosolids and Grit and Screenings Transport and Disposal Contract.**

Casella Organics is pleased to provide the Town of Exeter this proposal for the Request for Proposals for 3-Year Biosolids and Grit and Screening transport and Disposal Contract starting approximately July 1, 2019. Casella Organics is a division of New England Waste Services of Maine, Inc, a wholly owned subsidiary of Casella Waste Systems, Inc. ("Casella") of Rutland, Vermont. All our services are proposed for the three-year term per the specifications issued by the Town in May 3rd of 2019.

Our proposal, outlined in the attachments, includes a description of our services to be provided, our qualifications and references. We have visited the facility and understand the service requirements that the Town of Exeter has for its selected service provided.

Casella is providing a proposal that includes access to a network of disposal/recycling facilities that are owned by Casella. Additionally, we have access to a network of third-party facilities providing an additional level of redundancy. Casella does not take the needs of our customers lightly. We recognize that a failure to perform on our part could put you in a position of having to violate your permits. As such, we provide all our customers with our parent company guarantee. Our price is valid for any location to which we direct the biosolids. We are committing to you that we will always be there to provide service for the price proposed. It is incumbent on us to provide the service you require, even if we have an operational issue at one of our facilities. By working with Casella, you insure the town of uninterrupted service for the term of the Agreement.

Casella Organics is a customer-driven company. Our reputation depends upon the satisfaction of our customers. Our mission is to create partnerships with our customers that stand the test of time, combining a respect for the environment with affordable services.

We look forward to hearing from you. If you have any questions regarding our bid, you can direct them to me at the Casella Organics office in Concord, NH (1-914-924-3195).

Sincerely,



Shannon Carroll  
Strategic Account Manager

## **Biosolids Management Plan**

Casella Organics plans to provide a diverse and redundant set of outlets for the disposal/recycling of the Towns biosolids. After the material has been appropriately tested and characterized and assuming the testing and characterization is acceptable, Casella plans to direct the biosolids to one of our New England Landfills, either the North Country Environmental Services landfill in Bethlehem, NH or the Waste USA landfill in Coventry Vermont but reserves the right to utilize any fully compliant and permitted disposal or beneficial use outlet. Once service has begun, Casella will begin the process to have Exeter biosolids approved for recycling in the state of Maine. Once approved, Casella will then have the ability to recycle the biosolids at our award-winning Hawk Ridge Compost facility in Unity, ME, or at the Village Green anaerobic digester in Brunswick Maine.

## **Proposed Management Program**

### **Description of Services to Be Provided-Sludge**

Casella Organics will collect full containers of the Town's biosolids from the dewatering building and transport the material to the disposal outlet(s). Service to the Town will be managed and dispatched from Casella Organics' Concord, New Hampshire office during regular business hours, Monday through Friday. Casella Organics facilities are not open on Saturdays, nor on some holidays. Casella Organics intends to work cooperatively with the Town to optimize biosolids removal Monday-Friday basis. If the primary outlet is unavailable for any reason, Casella Organics will direct full containers to an approved alternate outlet. Casella Organics would bear the full expense of directing the biosolids to any alternate outlets.

### **Containers and Loading**

Casella Organics is providing pricing for 2 distinct options. The RFP implied the need for the use of 30 cubic yard liquid tight roll-off containers. We can provide this service. Casella Organics will provide one liquid tight 30 cubic Yard roll-off container. One Empty container will be placed in the dewatering bay when a full container is removed. The Maximum capacity of this container is 18 tons, and pricing is contingent on at least 15 tons be loaded into the Container prior to the scheduled removal.

We are also providing pricing utilizing full sized dump trailers. This is a less expensive option for the Town. We would propose utilizing a liquid tight dump trailer with the following dimensions, 34 'x 8' x 12'. One empty container will be placed in the dewatering bay when the full dump trailer is removed. The maximum capacity of the Containers will be approximately 32 tons. Our pricing is predicated on 28 tons being loaded into the container prior to the scheduled removal. We will work cooperatively with the Town to help ensure that containers can be fully loaded with a minimum of 28 tons.

With whichever options the Town opts to utilize, Casella Organics will indicate to the Town the approximate volume to be loaded in each container and the Town will be responsible for filling each container to the level indicated by Casella Organics. Casella Organics will weigh the full containers on a certified scale either at the disposal location or one on route that is acceptable to the Town. These certified scale tickets will be the method of measurement for each load.

## **Schedule**

Casella Organics will work with the Town to prepare a mutually agreeable schedule with pickup scheduled for Monday-Friday, the week preceding the pickup/s. The Schedule may be changed in cases of emergency, with 24 hours' notice. Casella Organics will require access to the site between 12 midnight and 5PM, M-F. The option of key card access was discussed during the site visit and/or having Town of Exeter have an employee on site in order to allow Casella access during non-business hours. We encourage the Town to review our references.

## **Transportation**

Casella Organics intends to subcontract the transportation of the biosolids to Sam's Trucking, one of our longtime hauling partners. Via Sam's, Casella Organics will transport the full containers to the disposal/recycling outlets. The Sam's has staff and equipment in Exeter area every business day doing work for Casella Organics. When a load is dispatched to Sam's for removal, they are highly reliable, and provide excellent service.

## **Disposal/Recycling Plan**

### **Disposal Outlets and Permits**

Casella Organics will direct the conforming sludge cake generated by the Town to one of our networks of facilities across the Northeast. Primarily, we plan to utilize the New England Waste Services of VT Landfill in Coventry, VT and the North Country Environmental Services Landfill, in Bethlehem NH. As backup, we have access to a network of other facilities, many of which are owned and operated by Casella, licensed and permitted to accept biosolids for disposal or beneficial use. As both of the Landfills are owned and operated by Casella, it provides a consistent and secure primary and alternate option.

It is our intention to secure approval for Exeter biosolids to be recycled in Maine. We will work cooperatively with the Town to secure these approvals. Once approved, composting, or digestion may be utilized as alternate outlets.

With no exception, any outlet we deliver the Town's biosolids to for treatment or disposal will be in full compliance with all permits and in compliance with 40 CFR 503 regulations, if applicable. Currently both Landfills are operating and in compliance.

Casella Organics is licensed to transport biosolids in New Hampshire and throughout New England and New York. Sam's, our subcontracted hauler will have the same licensing and relevant permits.

## Odor Control

The Town will be expected to utilize a system to introduce odor mitigating compounds in order to minimize the risk of nuisance odors. Odor concerns during transport, and disposal (or recycling) can cause to revocation of permits and approvals, not just for the biosolids from Exeter, but for the disposal/recycling facility itself. The decision on which compound to utilize is up to the Town. We are happy to provide a list of compounds/vendors for you to discuss this with.



## Biosolids Quality Standards and Quantities

The Town is expected to provide biosolids that are free of malodors, trash, free liquids, hazardous waste or other debris (including grit and screenings). The biosolids will be considered conforming to the quality standard (“Conforming”) if the biosolids continues to meet the requirements for disposal at both the Landfills. All other biosolids, including Hazardous Waste, will be considered Non-Conforming. As part of our standard services, we are prepared to take title to Conforming biosolids upon removal from the Town’s Plant. Casella Organics will not take title to Non-Conforming biosolids.

## Testing Requirements

Prior to removal of biosolids by Casella Organics, the Town of Exeter will be responsible to test and characterize the biosolids produced at the WWTF. This proposal is contingent upon the Town of Exeter’s biosolids being approvable into Casella’s landfills and beneficial use facilities in Maine . The Town of Exeter is expected to perform biosolids analytical compliance testing as required by your existing operating permits. The Town is also expected to provide sludge analytical compliance testing for management at landfills, sewage sludge incinerators, or beneficial use facilities in Maine. Any additional permits that may be required will be obtained by Casella Organics at our own expense, however the Town would be expected assist by pulling samples and coordinating sample delivery to an approved lab, providing information and speaking to regulators as needed to obtain such permits.



## Reports

As the manager of the biosolids, we will provide itemized reports tracking the transportation and disposition and other operations information regarding our services such as a manifest for each load removed from the facility, produced in triplicate and signed by both the driver and scale operator. Each load will be tracked with a unique ticket/identification number. This ticket is inputted into our propriety residuals database system called “Organics Database Manager” (ODM). This database allows us to track every load and provide detailed reports. ODM also captures analytical data for all materials we manage and has the valuable ability to link transportation information with compliance and regulatory information. Casella Organics will work cooperatively with the Town to provide invoices by the 14<sup>th</sup> of each month when possible. When the invoice cannot be finalized by the 14<sup>th</sup>, a preliminary report can be provided for accrual purposes. Otherwise, Casella Organics will provide invoices for the previous month’s service by the 16<sup>th</sup> of each month.

Should the 16<sup>th</sup> fall outside of normal business hours, an invoice will be provided on the next business day. Additionally, Casella will provide an preliminary report by the 7<sup>th</sup> of July for the end of the fiscal year.

## **Insurance & Indemnification**

Because of the level of public scrutiny and concern for waste management in general, and because of the nature of the waste materials themselves there is significant risk of lawsuits and claims. It is important for Exeter to be protected from negligent acts and the possible environmental or other damages, which might result. While the best prevention is a responsible vendor, indemnification offered by a fiscally strong company is an important additional and prudent measure.

Casella Organics maintains the full range of insurance requirements listed in the Invitation to Bid. Indemnification is offered as required and provides considerable additional protection, given the financial strength of our parent company, Casella Waste Systems if Rutland, VT.

## **Agreement**

Service for the Town of Exeter is contingent upon the execution of a mutually agreeable "Residuals Management Service Agreement". The Agreement will incorporate the type of container (Roll-Off or Dump Trailer) that the Town elects to use. It will also incorporate the need for odor control, the Schedule for service, the quality standard, and the responsibility for maintenance of permits, and analytical testing as noted in this proposal. The Agreement will also include mutually negotiated language around inflationary adjustments, adjustments for changes in the price of diesel fuel and standard legal terms and conditions. A model Agreement is available upon request.

## Project Team

### Leadership

#### Mr. Mark Lyons, Division Manager



The Casella team executing this service will be led by Mark Lyons, Division Manager for our Central New England Operations. Mark has fiscal and operating responsibility for all Division biosolids/organics management activities, including land application operations. The Casella team led by Mark specializes in serving municipalities that produce organic residuals, as well as servicing paper mills, biomass power facilities, and food waste generators. Mark's responsibilities include managing the Division sales and marketing team, project development, customer service, contract administration, regulatory compliance, financial management, public relations and product quality. Mark has over 25 years of experience in the

waste services, recycling and energy-from-waste industries.

Mark will have the full support of our Regional Leadership Team including our seasoned experts in project management and operations, permitting and compliance, and market analysis and development.

#### Mr. Jeff McBurnie, Director of Permitting and Compliance

Jeff McBurnie ensures 100% compliance with all environmental, health and safety regulations and permit conditions for the states in which Casella Organics operates. In addition, Jeff supports the expansion of our organics recycling efforts by spearheading permitting initiatives in new service areas and for new organic materials. He has over 25 years' experience in the environmental protection and natural resource conservation field.

Jeff is a licensed engineer in Maine, where he has designed or assisted in the design of several biosolids processing facilities. Jeff also holds a State of Maine Class IV Water Systems Operator license. In addition, he is a frequently sought after environmental trainer and speaker, having provided certification and operational training to hundreds of water and wastewater professionals throughout New England.



## Operations

### Mr. Scott Martineau, Project Manager



Scott's primary focus is operations and customer service. He has been a valued member of the Casella Organics family for over 10 years. His day-to-day duties include a variety of tasks ranging from customer service and project management, to data entry, trucking operations, soil testing, fleet and spreader maintenance and repairs, as well as any other duties that may arise. Scott has managed the transportation and logistics for Lowell for the last six years, and knows the staff, and the needs of the facility. Scott spent several years in the US Army, serving as a Military Police officer. He attended college at New Hampshire Community Technical College for Computer Services, and spent a year studying at the University of Maryland campus in Nuremberg, Germany, and has significant experience in trucking and fleet operations.

## Pricing

The pricing below is predicated on the execution of a mutually agreeable “Residuals Management Service Agreement” with a term as described herein and in the Request for Proposals.

### Rates

When Utilizing 30 CY Roll-Off Containers:

Biosolids Management Fee:	
Transportation and Disposal/Recycling	<b>\$182.50 per wet ton</b>

Fuel Adjustment:

5.5% of this cost is associated with the cost of fuel. The price of fuel at the time that this proposal was prepared was \$3.23 per gallon. When fuel costs rise, 5.5% of the management fee will be adjusted accordingly.

So, if fuel rises 10% to \$3.55 per gallon, 5.5% of \$182.50 (\$10.04) would rise by 10% (\$1.00), so that the adjusted management fee would be \$183.5

When Utilizing Dump Trailers:

Biosolids Management Fee:	
Transportation and Disposal/Recycling	<b>\$151.20 per wet ton</b>

Fuel Adjustment:

4% of this cost is associated with the cost of fuel. The price of fuel at the time that this proposal was prepared was \$3.23 per gallon. When fuel costs rise, 4% of the management fee will be adjusted accordingly.



So, if fuel rises 10% to \$3.55 per gallon, 4% of \$151.20 (\$6.05) would rise by 10% (\$0.61), so that the adjusted management fee would be \$151.81

Grit and Screening Management: Casella believes that a rear load truck is needed to service the Town owned grit and screening container. Therefore, Casella is unable to provide this service at this time. Should the Town be open to utilizing an alternate 2 CY container serviceable by a front load truck, Casella can provide pricing.

**Inflation:**

If this Agreement is extended beyond the original 3-year term, all the rates proposed herein, and incorporated into the mutually negotiated Residuals Management Service Agreement would be adjusted on the anniversary date by the most recent 12 month change in the Boston-Cambridge-Newton Index.

**Next Steps**

We look forward to the opportunity to discuss our proposal with you and are prepared to meet with you directly to discuss any questions which you may have. We encourage you to talk to our references, as you will see that we are highly reliable, and will meet all your expectations.

## Company Overview and Qualifications

### Mission and Philosophy

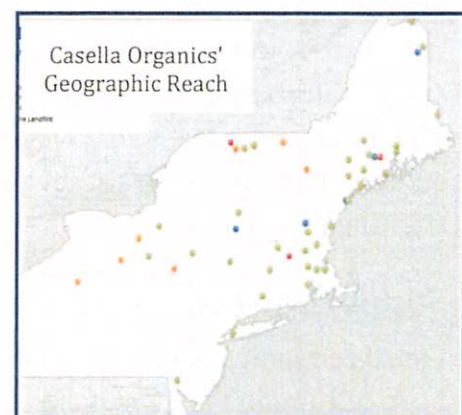
Casella Organics' mission is to create value from organic and mineral residuals through innovative resource solutions. We work to achieve optimization in the organic waste market, while meeting goals to reduce our company's climate change impact and enhance the agricultural resources and soil health in our footprint.

Our mission has led us to develop several processing facilities over our history for the production of compost, fertilizer, and soil amendments from organic residuals. We market these products, along with products produced by our municipal and commercial partners, throughout the Northeast under the **earthlife**® brand. With our existing sales team in New England and New York, our long history of facility operation and environmental compliance, and our resource optimization mission, Casella Organics is a leader in the industry.

### Our Foundation and History

Since our start in 1983, the Casella Organics' team has focused on resource optimization through the reuse of residuals and organic wastes, including: municipal biosolids, paper mill sludge and ash, power plant fly ash, food processing waste, yard waste, and source separated organics (SSO or food scraps). Founded in Maine as Resource Conservation Services in 1983 and later acquired by BFI Organics, Casella Waste Systems, Inc. purchased the business in 2000 and at that time adopted the name "New England Organics." In September of 2012, we changed our name to Casella Organics, reflecting the company's commitment to meeting a growing demand among its customers for organics solutions.

Our goal is to create products from residuals for sale and distribution under our **earthlife** brand; since our inception, we have sold over 3,000,000 cubic yards of compost, provided hundreds of thousands of tons of fertilizer and soil amendments to farmers, and utilized recycled soil products to reclaim thousands of acres damaged by mining, overuse, and industrial contamination. Headquartered in Portland, Maine, Casella Organics provides professional services to over 130 clients and manages over 800,000 tons of residual material annually, with operations located throughout the Northeast US. We have proudly and reliably served the wastewater treatment industry for over thirty years and have extensive experience providing biosolids removal and beneficial use services for a wide



variety of generators throughout our geographic footprint. We own and operate New England's largest biosolids composting facility in Unity, ME and an alkaline stabilization facility in Chateaugay, NY, land apply 200,000 tons per year of Class A and B biosolids, and manage over 500,000 tons per year of biosolids from over 75 wastewater plants. We are a wholly owned subsidiary of Casella Waste Systems, Inc. ('Casella'); a vertically integrated regional resource management company that provides solid waste collection, transfer, disposal, recycling, and organics services to approximately 288,000 residential customers and 51,000 industrial and commercial customers in the eastern United States with nearly \$660 million in gross revenues during Fiscal Year 2018. Full financial reports are available at: <https://ir.casella.com/>

### **Leaders in our Field**

Casella Organics employs New England's largest and most experienced group of professionals in the recycled organics field. Collectively, the staff has over 350 years of experience in managing beneficial use programs. With 50 people on staff and growing, many hold advanced degrees in engineering, environmental management, soil science, product marketing and wastewater treatment. Their varied backgrounds give depth to the services provided. Many have previous experience working for consulting firms, state and federal agencies, environmental organizations, municipal planning and public works departments.

### **Customer Centric**

Casella Organics operates under the general philosophy of partnership and cooperation in creatively resolving concerns that are fair to all. We are constantly striving to provide excellent service to both big and small customers and stakeholders. We have found that communication is the key and each person on our team is committed to resolving issues efficiently and effectively. We operate a customer survey and feedback program as well as conduct periodic program reviews with all customers. Our belief is that an open and trusting relationship is a pathway to success for all involved.

### **Supporting Local Farms and Promoting Soil Conservation**

Casella Organics' residuals recycling programs enable farmers and other "green" soil and horticultural industry players to benefit from recycled nutrients and organic matter, saving on costs and enhancing their long term economic viability. Casella Organics has contributed to the survival of hundreds of small farms through provision of affordable recycled alternatives to commercial fertilizers, liming agents and animal bedding. Casella Organics promotes the use of affordable ingredients such as compost, biosolids and other residuals in the creation of "BioMix" soils for landfill cover/closure applications and contaminated site clean-up. This practice has enabled such projects, and it has protected

native farm soils from excavation and sale as “topsoil” for large engineered roadside, landfill, and reclaim projects.

When we recycle organics, we explicitly promote responsible stewardship of natural resources, whether they are raw materials or forests, farms and soils. Many of our products have primarily agricultural use, such as our liming products, pelletized recycled fertilizers, animal bedding, and our newest product, Fertilimer™, produced by our Chateaugay, New York facility that reopened in late 2012.

## Industry Leadership and Advocacy

We are actively involved with our industry and participate both in trade organizations and in the policy making process. We believe this is an important part of being a responsible residuals management company and a partner to our customers. As an example of this leadership we share the following story of a successful initiative in Maine.

A process that began in the summer of 2011 culminated in an adjustment to the limit on arsenic levels in compost that went into effect March 15, 2012. Casella Organics was one of many stakeholders including the Maine Wastewater Control Association, the Portland Water District, and the City of Rockland- with the guidance of law firm Pierce



Atwood - who approached the Maine Department of Environmental Protection (DEP) about addressing the comparatively strict limits for arsenic under the effort to reduce regulatory burdens. The group cited further advances in risk assessment, technology, and science that gave the DEP confidence to revisit the limits set back in 1999 with the issuance of Chapter 419 of the State's Solid Waste Management Rules. Through the process to examine and re-evaluate the

standard, it was determined that the original limit, 10 milligrams per kilogram (mg/kg) in biosolids, was overly restrictive and not based on extensive peer reviewed research. As a result, both biosolids and waste water treatment plant effluent were often close to exceeding the standard. It was further found that Maine has a specific background level of arsenic as well as industries that contribute to arsenic load in the wastewater treatment process, such as seafood processing facilities. The DEP took updated science-based data and the expert consultation of Rosalind School, Principal at ENVIRON International Corp and a board-certified toxicologist, to collaborate with the Maine Center for Disease Control for further review. At the conclusion of the process, the agencies agreed and a standard revision to 34 mg/kg was approved. The process included public hearings and was

approved without dissent by the Department. This new standard provides municipal wastewater utilities broader options for biosolids management which are more sustainable (for example by creating a soil building compost rather than landfilling the material). Furthermore, they are able to avoid the expense of arsenic speciation tests (which the previous limit often required), saving money for rate and taxpayers. The new rule is still fully protective of human health and the environment, is in line with other state and federal limits, and we were pleased to be a part of this worthwhile effort to update regulations to the benefit of the industry and the people it serves.

## Community Involvement

Casella Organics has a strong commitment to the communities in which it works. Many of



our professionals serve as board members and volunteers in organizations, both charitable and those dedicated to the field. These groups include, but are not limited to, the Water Environment Federation, United States Composting Council, North East Biosolids and Residuals Association, New England Water Environment Association, Maine Wastewater Control Association, New York Water Environment Association, The New York Farm Bureau, Mid-Atlantic Biosolids Association, Maine Pulp and Paper Association, New

Hampshire Water Pollution Control Association, New Hampshire Landscape Association, Massachusetts Landscape and Nursery Association, New England Nursery Association, Maine Landscape and Nursery Association, Rhode Island Landscape and Nursery Association, and the New England Sports Turf Managers Association.

We also relish opportunities to give back to, and participate in, the communities where we work and live. We enthusiastically provide compost for the Damariscotta Pumpkin Regatta (where people grow giant pumpkins, hollow them out, and use them to “boat” race), mentor youth through the annual Envirothon, pull the Miss Fort Fairfield float in the Potato Blossom Festival Parade, a 63 year tradition in Aroostook County, ME, and volunteer as guest lecturers on soil science and agriculture at local schools.

## Exemplary Regulatory Record

Casella Organics has never received an administrative order, civil penalty, permit or license suspension or revocation, or a bond forfeiture action brought by local, state or federal jurisdictions. Such a record doesn’t come about by chance. Casella Organics maintains a specialized compliance department, supplemented with Casella’s professional Environmental, Safety & Health Department staff, all of whom have extensive knowledge of organics processing and utilization rules and regulations, at the local, State and Federal levels. Casella Organics has an excellent environmental compliance record. Our customers

and contractors know that we are "obsessed" with ensuring that programs operate in full compliance with all environmental laws and regulations.

Our compliance program includes: compliance calendars, quarterly audits and periodic inspections. Our compliance staff perform environmental audits for our customers' plants; visiting customers to assist them in insuring that they are meeting all of the sampling protocols and other requirements of their residuals related permits and applicable regulation. Casella Organics operates and oversees composting and residuals land application programs in 6 states and has always run these operations in full compliance with the rules and regulations of the individual jurisdictions. Our staff routinely tracks the status of rules and regulations in the states in which we operate, as well as those where we may in the future. Our compliance and operations teams participate in stakeholder groups and public hearings, in essence helping to craft legislation and law that is protective of the environment while being supportive of our recycling efforts.

**Since our inception in 1983, we have never received a Notice of Violation against the operating permits at any of our land application sites.**

## References

Casella Organics has worked with over 100 municipalities, commercial and industrial clients and partners in the over 30 years we've been in the field. We understand the challenges of servicing entities that are funded by taxpayers, as well as the needs of many businesses in the private sector. When developing a project, or servicing a customer, we always keep in mind the needs of our partners, public or private, as well as regulatory and public stakeholders.

For this proposal, we have selected the following references

a. City of Manchester

Contact: Fred McNeill, P.E., Chief Sanitary Engineer  
300 Winston Street  
Manchester, NH

Project Summary: Disposal of sludge, back-up services  
Annual Quantity: Up to 15,000 tons  
Customer Since: 2010

b. Town of Newington, NH

Contact: Dennis Messier (Utility Partners)  
115 Gosling Road  
Newington, NH 03801  
(603) 431-4111

Project Summary: Biosolids composting  
Annual Quantity: 300 tons  
Customer Since: 1994

c. Town of Seabrook, NH

Contact: Phil Maltais, Superintendent  
274 Routes 286 (Wrights Island)  
Seabrook, NH 03874(603) 474-8030

Project Summary: Biosolids Composting  
Annual Quantity: 1800 tons  
Customer Since: 1996

d. Chittenden Solid Waste District

Contact: Josh Tyler, District Engineer  
209 Redmond Road  
Williston, VT 05495  
(802) 872-8100

Project Summary: Recycling and Class B Land Application of biosolids  
Annual Quantity: 14,000 tons  
Customer Since: 1998

e. City of Billerica, Massachusetts

Contact: Mr. Abdul Alkhatib  
Department of Public Works Director  
365 Boston Road  
Billerica, MA 01821  
(978) 671-0955

Project Summary: Sludge Transportation and Disposal.  
Annual Quantity: 7,000 tons  
Customer Since: 2014





May 20, 2019

Delivered by Courier

Town of Exeter  
Town Office Building  
10 Front Street  
Exeter, New Hampshire 03833

**RE: Response to RFP Beneficial Use or Disposal of Dewatered Municipal Biosolids  
Issued by Exeter Department of Public Works May 3, 2019**

Dear Selectboard:

Resource Management, Inc. (RMI) is providing the enclosed Proposal for Beneficial Use of Biosolids in response to the Town of Exeter RFP for Beneficial Use or Disposal of Dewatered Municipal Biosolids.

We would be pleased to meet with you and other appropriate representatives from the Town of Exeter to answer any questions or provide additional information or clarification.

Thank you for the opportunity to provide you with this Proposal and we look forward to the opportunity to provide beneficial use outlets for the Town of Exeter's biosolids.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shelagh Connelly", with a decorative flourish at the end.

Shelagh Connelly  
President

Enclosure: Proposal for Beneficial Use of Biosolids

**Proposal  
for  
Beneficial Use of Biosolids  
for the  
Town of Exeter  
Wastewater Treatment Facility**

May 20, 2019



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**Proposal for  
Beneficial Use of Biosolids  
for the  
Town of Exeter  
Wastewater Treatment Facility**

**May 20, 2019**

**INTRODUCTION**

The Town of Exeter, New Hampshire (Exeter) is seeking proposals to provide environmentally sound biosolids management services for the wastewater solids generated by its new wastewater treatment facility. The Exeter wastewater treatment facility (WWTF) will produce approximately 2,500 wet tons of wastewater solids annually, with some variation due to changing flow and process at the facility. Exeter is seeking to enter into a multi-year contract, with an option to renew thereafter, for a total of up to five years.

Resource Management, Inc. (RMI) is proposing a partnership with the Exeter WWTF to initiate a beneficial utilization program by processing the unclassified biosolids at either the RMI Residuals Management Facility (RMI-RMF) or at the Compost Facility owned and operated by our partner firm, Englobe Corporation, in Quebec. However, RMI recommends a transition to Class A biosolids as quickly as possible to be most beneficial to Exeter from both a cost and a risk-management perspective. See Attachment I for details in Preliminary Proposal for a Shincci-USA dryer.

RMI proposes that Exeter install a Shincci-USA dryer at the WWTF. The dryer will transform the unclassified biosolids from 18% solids to 90% solids and meet all Class A requirements for pathogen and vector attraction reduction.

The reduction in tonnage annually will drop from 2,500 wet tons to 500 dried tons at 90% solids. This translates to a reduction in number of truckloads leaving the WWTF from 84 loads to 17 loads annually. The dryer is a game changer.



## COMPANY BACKGROUND

Resource Management, Inc. (RMI) specializes in developing and maintaining beneficial use programs for municipal and industrial clients throughout the northeast. RMI has been operating since 1994 and currently provides turnkey recycling services for more than thirty generators of residuals, including water and wastewater treatment facilities, paper mills, and wood-fired power plants. Annually RMI recycles over 375,000 yards of residuals, including biosolids, hydrosolids, commercial-grade wood ash, and short paper fiber.

RMI's established residuals recycling programs include bulk land application in agribusiness, mine and gravel pit reclamation, landfill closures, composting, engineered topsoils and animal bedding. RMI maintains a full spectrum of outlets for residuals to ensure adequate and secure capacity for our customers.

RMI has maintained land application sites with permits issued by the NH Department of Environmental Services (NH-DES) which have been in operation for more than twenty years. These long term permitted sites demonstrate the success of our partnerships with farmers that seek to improve their soils and crops through the beneficial use of biosolids. With over 2,275 acres permitted for biosolids, RMI is the industry leader in championing biosolids land application.

In 2018 RMI partnered with Sunstate Environmental Services, Inc. (Sunstate) to begin promoting the use of the Shincci-USA dryer at wastewater treatment facilities as an alternative strategy for managing biosolids. RMI became the exclusive Representative for Sunstate for all projects east of the Mississippi River. RMI believes this technology will be a game changer for the wastewater industry. Whether treated sewage sludge, septage, paper sludges, food sludges, manure slurries, or other liquid materials, they all need to be dewatered and dried to optimize management and potential recycling. The Shincci-USA dryer is the solution.



## EXPERIENCE

In November this year, RMI will be celebrating 25 years of service and experience working with municipal wastewater treatment facilities to responsibly manage their solids. Since 1994 RMI has worked with its clients to ensure the best possible operational configuration, and maintains the highest standards for customer service and regulatory compliance.

Outlets for wet sludge cake in the northeast have become more limited in the past five years due to several factors including landfills that are nearing capacity, sewage sludge incinerators that are shutting down due to increasingly more strict air quality regulations, and challenges to land application relative to recent regulatory concern over per- and polyfluorinated alkyl substances (PFAS).

RMI recognizes the need for continued service and management for wastewater facilities and this prompted our partnership with both Englobe and Sunstate to ensure options as other outlets have closed.

At this time, Exeter is seeking management options for its unclassified wastewater solids. RMI proposes to initially recycle Exeter's wastewater solids in partnership with Englobe in Quebec, where the unclassified solids will be composted and treated to Class A biosolids standards, and then land applied (See Attachment IV for details on Englobe). Simultaneously RMI recommends that the Exeter WWTF installs a dryer to process the wet solids on-site. Once the Shincci-USA dryer is installed and operating at the WWTF, the resulting Class A biosolids will be managed with the same degree of quality assurance, and utilized at RMI land application sites in New Hampshire, Massachusetts, and Vermont.

In addition to biosolids management, RMI also provides turnkey recycling programs for paper mills, such as Monadnock Paper, and wood-fired biomass power plants, such as Pinetree Power-Tamworth Station. In addition, RMI manages water treatment residuals (we call hydrosolids) from communities including Portsmouth and Somersworth. References are included in Attachment II.

## PROJECT MANAGEMENT and ORGANIZATION

The impetus for creating RMI came from a common desire among dedicated professionals to work for a local New England company which is committed to providing clients with responsive, innovative and high quality organic residuals recycling services. The staff at RMI have worked in all facets of the organic residuals field and comprise a breadth of experience covering agricultural, engineering, soils, operations, management, and regulatory issues. The team dedicated to providing Exeter with biosolids recycling services will be comprised of Senior Project Manager (and lead person) Charley Hanson;

with support from Operations Manager, Todd Gammell; and Compliance Manager, April Sargent. Shelagh Connelly will continue on the legislative front promoting sound science and reasonable fiscal policies for municipalities in NH. These team members have worked with most of the successful landspreading programs underway in New England. See Professional Qualifications for additional details in Attachment III.

#### **A. Options for managing 100% of the residuals generated**

RMI will maintain two different options for the wastewater solids produced by Exeter. Composting at Englobe's Facility in Bury, Quebec will be the primary outlet for as long as the wastewater solids remain unclassified. Once the Exeter WWTF installs a dryer, the Class A biosolids will be delivered to RMI land application sites in the northeast, with some occasional back-up at the RMI Residuals Management Facility (RMI-RMF Facility Permit # SL96002F) in New Hampton, NH. Pricing provided in this proposal for these options is inclusive of transportation, container rental, site permitting, compliance monitoring, recordkeeping and reporting, processing fees, and weight slips. The pricing does not include costs associated with maintaining a NH Sludge Quality Certification to be issued to the Exeter WWTF. A temporary fuel surcharge is addressed separately and detailed below. Pricing is specified on the Proposal Fee Form (See Attachment V) provided in the original Request for Proposals (RFP).

The RMI partnership with Englobe provides tremendous capacity for WWTFs throughout the northeast during a time when capacity is shrinking locally for unclassified solids. It is anticipated that beneficial use in Quebec will be the predominant option utilized for Exeter in year 1. Once the dryer is installed, the Class A biosolids will be managed consistent with the practices outlined below.

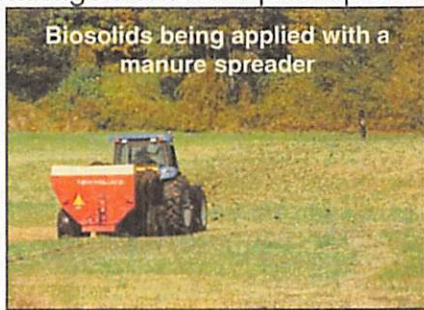
#### **B. Management Planning and Permitting**

RMI works with hundreds of farmers and land owners throughout the northeast for utilization of Class A biosolids. For each site RMI performs extensive site qualification activities to ensure long-term sustainability of the permitted acreage.

- Assessment of site using GPS and GIS
- Soil sampling to identify nutrient needs
- Create site map, including identification of storage areas and setbacks
- Prepare agronomic recommendations for determining application rates and an operational plan
- Implement Best Management Practices (BMPs)
- RMI performs a GPS survey and develops a site map for all Class A biosolids sites to comply with recordkeeping & operational requirements



RMI provides true turnkey service for its suppliers. RMI staff oversee all aspects of residuals management from pick-up at the generator to final beneficial use in the field.



Biosolids being applied with a manure spreader

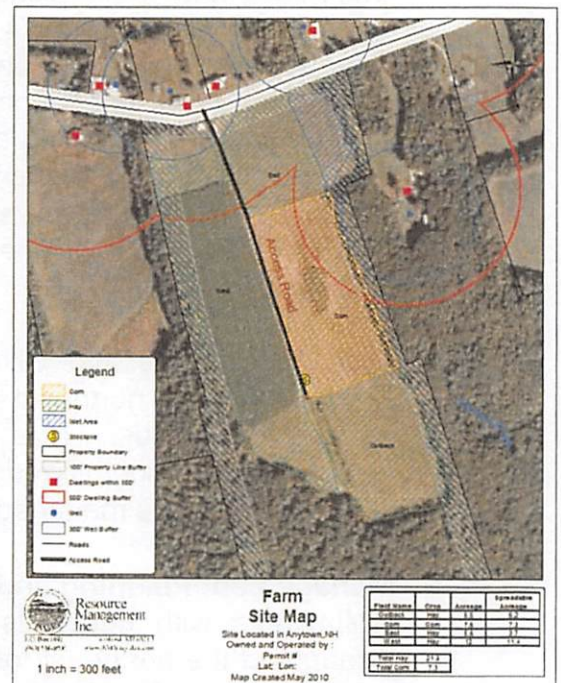


Grass field immediately following biosolids application

RMI's Certified Crop Advisor prepares agronomic recommendations which consider prior fertilizer use, soils data and crop for each individual field. The application rate of biosolids is based on matching the nutrient content of the fertilizer with the nutrient needs of the crop. This information is documented and provided to the field staff performing spreading.

**C. Compliance**

RMI has a robust operations and management team that is focused on managing the biosolids recycling program in full compliance at all times. RMI has submitted all required monitoring and compliance reports to federal, state and local agencies and all associated permits are in good standing. RMI maintains a Class A SQC approval for biosolids processed at the RMI-RMF from NH-DES. RMI's Annual Reports are scrutinized by the NH-DES, ME-DEP, MA-DEP and VT-DEC. The data and Annual Reports continue to be compliant.



Example of Site Map Prepared for Class A Land Application Sites

**D. Transportation and Equipment**

RMI maintains a fleet of equipment and trained staff that has been assembled to meet the needs of RMI's customers. RMI's equipment fleet includes roll-off trucks, tractor trailers, field and spreading equipment and construction equipment. For specialized projects, RMI has the ability to bring in additional equipment to get the job done right the first time. All RMI vehicles and trailers are appropriately permitted for transportation of wastewater solids and are operated in conformance with the NH-DES Sludge Hauler Permits. RMI will assign a lead driver to be available at all times for the Exeter WWTF to ensure smooth operations and work as an extension of the Exeter team.



**RMI Tractor Trailer Versatility: container, dump trailers, belt trailers, walking floor trailer**



**RMI Field Deliveries:**



RMI is responsible for ensuring that the biosolids are spread at the correct application rates and in the correct location using Best Management Practices. RMI flags the fields and works with the farmers to calibrate their spreaders to ensure even land application.

**Land Application Equipment:**



If biosolids are used in reclamation sites, the materials are blended using conventional construction equipment and then placed for seeding. RMI's rototiller is used as a final step to make an incorporated in-soil blend to ensure a thorough and homogenous manufactured topsoil product.

### Additional Field Work Equipment:



### E. Maintenance of Data and Records

For each load of biosolids picked up at a WWTF, a delivery record is filled out by the driver based on the weight slip (Bill of Lading) and then entered into a customized proprietary relational database, named ORCHID. The ORCHID database tracks the amount of biosolids delivered to each site and the associated agronomic value based on the nutrient component of the biosolids, the soil analyses and crop needs. ORCHID also tracks heavy metal loading and all of the analytes monitored through the requirements of the applicable state and federal regulations.

As part of the biosolids recycling services, RMI monitors and tracks all analytical data for biosolids necessary to comply with the regulations pertaining to beneficial reuse. Annual Reports, including analytical testing results and delivery reports are submitted to local, state and federal regulatory agencies (as necessary) with copies provided to the generator. All records are maintained by RMI for the term of the contract, and five years thereafter.

RMI's staff monitor sites regularly to ensure compliance with permit conditions, and equally important, assure that the customer is satisfied with the product and RMI service. Additionally, RMI's field staff routinely sample soils, plants and water, and take any steps necessary to ensure the long-term success of the utilization site relative to soil fertility, crop growth, and water quality on and around the site.

RMI's strong commitment to regulatory compliance is unparalleled in the industry, and we have the track record to prove it. RMI takes a proactive approach to satisfying regulatory needs and concerns, and consequently for RMI, compliance goes well beyond adherence to existing regulations.

## RMI TECHNICAL AND PROFESSIONAL QUALIFICATIONS

RMI knows that employing years of residuals program management experience, in combination with results-oriented technical expertise, is the best recipe for meeting the high environmental quality standards demanded by our clients. In order to best protect Exeter's interests to the ultimate destination of the biosolids, RMI complements its excellent compliance track record with a staff of professionals that have extensive experience in every element of organic waste beneficial use programs.

RMI and its staff have not been subject to any enforcement actions, judgments or penalties for projects performed in the organics recycling field. RMI's beneficial use programs are performed with a commitment to the protection of human health and the environment. RMI does not compromise on its standard of excellence, and enjoys working with clients who share this same commitment.

### A. Community Outreach and Education

RMI sees immense value in participating in community outreach and public education efforts regarding biosolids utilization. Over the past two decades RMI has helped coordinate spreader demonstrations, wastewater treatment facility tours, and classroom presentations at local middle schools, high schools and colleges all geared towards educating the public. RMI also spends a good deal of time and effort on legislative outreach. Shelagh Connelly, President of RMI, annually participates in the NEWEA/WEF Fly-In to DC and makes sure the Water's Worth It! campaign is being heard at the National level. RMI also sponsors an intern annually to learn more about residuals management with the goal of getting more young people interested in this profession.



RMI's CCA, Mike Potash, hosting a Spreader Demonstration for the town of Gilmanton, NH

### B. Professional Associations

RMI is continually building on its breadth of residuals recycling knowledge by staying actively involved in land application research on the local, state, and national level. Further, RMI is very active in regional and national trade organizations that are continually pushing forward with new technologies and information exchange, including NEBRA, NHWPCA, NEWEA and WEF. RMI donates \$0.10 per ton of all biosolids recycled by RMI to NEBRA each year to ensure that this organization dedicated to biosolids recycling is sustained for our industry.



In 2018, RMI President, Shelagh Connelly and her business partners Charley Hanson and Marty Riehs were awarded the *Biosolids Management Award* by the New England Water Environment Association (NEWEA). NEWEA recognized Shelagh and her business for over 25 years of outstanding biosolids management.



## BIOSOLIDS QUALITY

1. Exeter will provide RMI with wastewater solids that meet the regulatory requirements for beneficial utilization in New Hampshire, inclusive of analytical quality as required to maintain appropriate permits.
2. Exeter shall produce solids free of any external contamination, i.e. contamination introduced other than through the normal operations of the Plant(s).
3. Exeter shall provide wastewater solids that are dewatered to not less than 20%, are free of identifiable plastics or solid waste, and do not create nuisance odors during transport, or during land application, or when processing at either the Englobe Compost Facility or the RMI-RMF.
4. If Exeter produces any non-standard solids that do not meet the quality standards specified herein, Exeter will notify RMI as soon as practical so that if such non-standard solids are unacceptable for the intended utilization purpose, the non-standard solids can be withheld at the Plant. Non-standard solids can be disposed of at an approved alternative facility by RMI. Failure to give such notice within such time as to allow for the non-standard solids to be withheld at the WWTF shall cause Exeter to be liable to RMI for any and all direct damages suffered by RMI arising from the utilization of such non-standard solids. If Exeter produces non-standard solids and does not notify RMI within such time as to allow for the non-standard solids to be withheld at the WWTF, Exeter shall indemnify and hold RMI harmless from all damages, costs, and liabilities arising from utilization of the non-standard solids unless such damages are caused by RMI's own fault or neglect.
5. In the event that RMI finds any load of wastewater solids provided by Exeter fails to meet the quality standards applicable to the utilization/disposal method previously agreed to, RMI shall promptly notify Exeter. At its option, Exeter may (1) direct RMI to dispose or recycle the non-standard solids at an approved alternative outlet whereby Exeter shall pay to RMI all actual costs incurred, inclusive of trucking, plus a surcharge of 20%, or (2) assume direct responsibility for disposal of the non-standard solids.

## ANALYTICAL TESTING

Analytical testing fees to maintain SQC certification for Exeter Class A biosolids in New Hampshire shall be the responsibility of Exeter. Any other testing as may be required for non-compliant solids, will be billed to Exeter on a pass-through basis of cost plus 20%. Any additional services with pass-through fees performed by RMI will be billed to Exeter at cost plus 20%, provided the expense was pre-approved in writing.

## ADDITIONAL TRUCKING

Any additional trucking performed by RMI for Exeter shall be at the posted rate of \$125.00 per hour, which shall be increased annually by 3% to cover costs of inflation. Wait times at the WWTF greater than 30 minutes, and dispatched trucking for a non-ready container shall be subject to this hourly fee. Exeter shall fill a container to a minimum of 30 tons per load. Any load weighing less than this minimum shall be charged as a light load, and Exeter shall pay the balance to reach 30 tons.

## FUEL SURCHARGE

A temporary diesel fuel surcharge will be paid to RMI when diesel fuel exceeds \$4.00 per gallon based on the index provided by the US Department of Energy, specific to New England. Weekly diesel pricing information shall be based on the federal posting at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The surcharge shall be based on \$0.35 increments to the price of diesel fuel and shall increase according to the schedule below for every load of wastewater solids hauled by RMI; this incremental increase shall continue as an escalator calculation indefinitely:

### Rate Schedule for Diesel Fuel Surcharge

>\$4.00 - \$4.250 per gallon	\$0.35 per wet ton
\$4.251 - \$4.500 per gallon	\$0.70 per wet ton
\$4.501 - \$4.750 per gallon	\$1.05 per wet ton
\$4.751 - \$5.000 per gallon	\$1.40 per wet ton
\$5.001 - \$5.250 per gallon	\$1.75 per wet ton
\$5.251 - \$5.500 per gallon	\$2.10 per wet ton
\$5.501 - \$5.750 per gallon	\$2.45 per wet ton

## Annual Inflation Adjustment

Each year the per ton recycling fee, and the trucking fee shall be increased annually by 3% to cover the costs of inflation.

## SUMMARY

RMI is pleased to provide Exeter with a proposal to recycle 100% of the biosolids produced at the Exeter wastewater treatment facility for a three-year term with two subsequent one-year renewal terms. RMI is committed to providing Exeter with the highest quality biosolids recycling services available in an environmentally sound and cost-effective program. The staff at RMI has the demonstrated skills, expertise and experience to manage a successful long-term biosolids recycling program for Exeter.

This Proposal is based upon the existing state and federal regulations pertaining to the beneficial use of biosolids at the time of submittal. Any changes to the current requirements may result in modification to the terms herein.

This Proposal, inclusive of the associated Attachments, is in response to the Request for Proposals prepared by the Exeter, NH Department of Public Works dated May 3, 2019.

This Proposal stands as a valid offer for 60 days.

Pricing is detailed on a separate sheet as provided in the RFP called the Proposal Fee Form as supplied in the RFP.

For questions or additional information contact either Shelagh Connelly or Charley Hanson, both of whom are Principals at RMI and are authorized to discuss and negotiate on behalf of RMI with Exeter.

[shelagh.connolly@RMIrecycles.com](mailto:shelagh.connolly@RMIrecycles.com)

603/536-8900  
603/387-8162 (cell)

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603/481-1485 (cell)

**Attachment I**



**Preliminary Proposal for Shincci-USA  
Dehumidification/Dryer System**

**Treatment of Dewatered Sludge Cake to Class A Biosolids that Meet  
Pathogen and Vector Attraction Reduction Requirements  
for Beneficial Reuse**

Utilizing Shincci–USA  
Low Temperature Dehumidification Treatment System

at

**Exeter Wastewater Treatment Facility  
Exeter, NH**

**Preliminary Proposal**

Prepared by

**Shelagh Connelly & Charley Hanson**



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and

**Akrum H. Tamimi & Rick Miller**



**SHINCCI-USA**

4743 E. 30th Place, Yuma, AZ 85365

Phones: AJ: (520) 834-2433 - Rick: (928) 920-9056

Emails: [aj@sunstateinc.com](mailto:aj@sunstateinc.com) - [rickm@sunstateinc.com](mailto:rickm@sunstateinc.com)

URLs: [www.SunStateInc.com](http://www.SunStateInc.com)

<http://www.Shincci-USA.com>

May 20, 2019



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## Preliminary Design and Estimated Cost

The Exeter Wastewater Treatment Facility (WWTF) located at 13 Newfields Road in Exeter, New Hampshire issued a Request for Proposals (RFP) on May 3, 2019 for management of their annual biosolids production. The RFP stated an annual production of 2,500 wet tons of dewatered unclassified biosolids.

Resource Management, Inc. (RMI) submitted a Proposal wherein RMI will recycle the biosolids for the first year through our partner Englobe Corporation in Quebec, and Exeter will move toward producing a dried Class A biosolids product through installation of a Shincci-USA dehumidification dryer system. The specifications and estimated costs for installation of the dryer system are detailed below.

Based on the bid specifications, the Exeter WWTF will produce an average of 9.69 tons of sludge cake per day at 18% average total solids. The treatment facility will dewater liquid sludge five days per week using on-site centrifuges.

The purpose of the Shincci-USA technology is to dry the sludge cake from 18% to 90% solids to reduce hauling water and to produce Class A biosolids that meet pathogen and vector attraction reduction requirements.

Without changing the mode of operation at the Exeter WWTF, a sludge dryer system designed to treat a minimum of 9.69 tons of sludge cake from 18% to 90% is needed. The dryer system will be operating 24 hours per day, 5 days per week alongside the dewatering centrifuges.

The Shincci-USA dehumidification model SBDD7200 FL is the appropriate sized unit to dry 9.69 tons of sludge cake per day from 18% to 90% total solids. This unit can dry 9.91 tons of cake every 24 hours from 18% to 90% total solids which allows for a little more capacity in the design than required for the Exeter WWTF.

Table 1 shows the design parameters for the SBDD7200 FL dehumidification system.

**Table 1: Dryer Design Parameters and Operation**

Dryer Design Parameters	Value	Notes
Inlet Cake @ 18.0% Total Solids (TS)	9.69	Tons/day 5 Days per Week 24 Hour Operation
Inlet Dry Solids	1.74	Tons/day 5 Days per Week 24 Hour Operation
Inlet Water @ 18.0% TS	7.94	Tons/day 5 Days per Week 24 Hour Operation
Outlet Class A Biosolids @ 90.0% TS	1.93	Tons/day 5 Days per Week 24 Hour Operation
Outlet Dry Solids @ 100% TS	1.74	Tons/day 5 Days per Week 24 Hour Operation
Outlet Water @ 90.0% TS	7.76	Tons/day 5 Days per Week 24 Hour Operation
Weight of Water to Evaporate	7.76	Tons/day 5 Days per Week 24 Hour Operation
Volume of Water to Evaporate	1,861	Gallons/day 5 Days per Week 24 Hour Operation
Required Energy for Drying	1,861	kWh/day 5 Days per week (1 kWh/Gallon of Water)
Number of Dryers	1	SBDD7200 FL
Total Water Evaporating Capacity (2 Dryers)	1,899	Gallons/day 5 Days per Week 24 Hour Operation

Energy requirements to dry the daily-generated sludge cake of 9.69 tons per day from 18% to 90% total solids amount to 1,861 kWh per day, 5 days per week.

Table 2 shows the list of required equipment, estimated prices and basic specifications for the Exeter project. A more detailed design, drawings and specifications will be provided once the project is ready to move to the stage of contractual agreements.

**Table 2: Equipment List, Estimated Prices and Basic Specifications**

No.	Item	Quantity	Unit Price (US\$)	Price (US\$)
1	Shincci-USA Low Temperature Belt-Type Sludge Dryer Model SBDD7200 FL: 480V, 3 Phase, 60 Hz. Total Power Required = 75 kW. Required footprint: 30.22 ft. long by 7.27 ft. wide and 7.94 ft. in height. It requires additional 3 ft. maintenance and operational space around the dryer. The unit has 3 heat pumps and 12 compressors and weighs 8.8 tons. This unit has a capacity to dry 9.91 tons of sludge cake from 18% to 90% total solids per 24 hours. Includes spare parts.	1	\$350,000	\$350,000
2	Wet sludge inlet conveyance	To Be Determined		
3	Dried sludge outlet screw conveyors	To Be Determined		
4	Shipping, insurance, Importing and custom fees - Estimate	3	\$15,600	\$46,800
5	Assembly, Commissioning, Training and Optimization	1	\$26,250	\$26,250
6	<b>*Grand Total</b>			<b>\$423,050</b>

\*Prices do not include taxes or importing tariffs

RMI and Sunstate are committed to helping municipalities to stop hauling water. This Preliminary Proposal will enable the Exeter WWTF to create a Class A biosolids product that reduces the annual tonnage from 2,500 wet tons to 500 dried tons of fertilizer. The savings will be immediate with the greatly reduced tonnage, resulting in an annual cost reduction of over \$492,000.

Sludge cake @ 18% solids	2,500 WT @ \$214.10	\$535,250 annual costs
Class A @ 90% solids	500 DT @ \$85.10	\$42,550 annual costs
Savings Realized	2,000 less tons to be hauled	\$492,700 savings annually

RMI is available to discuss in greater detail and work with staff to assess layout and location.

This Preliminary Proposal stands as a valid offer for consideration by the Exeter WWTF for 60 days.

## Attachment II



### List of Professional References



## LIST OF PROFESSIONAL REFERENCES

Below is a partial list of professional references for your review. In the organics recycling industry our customers are three-fold: the generator of the residuals; the regulators charged with assuring compliance with the program; and last, but certainly not least, the end-user who needs to be supplied with timely information to properly utilize the recycled product. To this extent, RMI's list of professional references is provided with regard to each of these three components.

### Current Generators:

Winnepesaukee River Basin Program; Franklin WWTF  
Franklin, NH  
Dr. Sharon McMillin, Administrator  
(603) 934-4032  
Biosolids Recycling  
*Contract since 1996*  
*2,400 tons/year*

Concord Water Resources  
Concord, NH  
Dan Driscoll, Superintendent  
(603) 225-8691  
Biosolids Recycling  
*Contract since 1996*  
*8,000 tons/year*

Rensselaer County Sewage District No.1  
Troy, NY  
Gerri Moscinski, Supervisor  
(518) 283-2235  
Biosolids Recycling  
*Contract since 2015*  
*8000 tons/year*

Dover WWTF  
Dover, NH  
Ray Vermette, Supervisor  
(603) 742-2453  
Biosolids Recycling  
*Customer since 1995*  
*2,800 tons/year*

Burlington Electric Dept.  
McNeil Station  
Burlington, VT

Dave MacDonnell, Plant Manager  
(802) 865-7476  
Wood Ash Recycling  
*Contract since 2000*  
*12,000 tons/year*

Bridgewater Power Company  
Bridgewater, NH  
(603) 968-9602  
Michael O'Leary, Manager  
Wood Ash Recycling  
*Contract since 1994*  
*5,300 tons/year*

Pinetree Power, Inc.-  
Bethlehem Station  
Bethlehem, NH  
(603) 444-9993  
Mark Driscoll, Plant Manager  
Wood Ash Recycling  
*Contract since 1995*  
*4,500 tons/year*

Ryegate Associates  
East Ryegate, VT  
Mark Driscoll, Plant Manager  
(802) 633-3500  
Wood Ash Recycling  
*Contract since 2000*  
*3,850 tons/year*

Soundview Paper  
Old Depot Road  
Putney, VT  
Brian Gauthier, Mill Manager  
(802) 387-4074  
Short Paper Fiber Recycling  
*Contract since 1999*  
*39,500 tons/year*

### Regulators:

Eamon Twohig, Environmental Analyst  
Residuals Management Section  
VT Agency of Natural Resources  
(802) 490-6189

Ray Gordon, Supervisor  
Residuals Management Section  
NH Dept. of Env. Services  
(603) 271-2818

### End-Users:

Green Mountain Compost  
Williston, VT  
(802) 660-4949  
Dan Goossen  
Composting Solutions  
*Customer since 2013*

Lorenzo Whitcomb  
North Williston Cattle No. Williston, VT  
(802) 238-2854  
Project Type: Agricultural  
Research and land application  
*Customer since 2012*

Morrill Farm Dairy  
Rob & Sherri Morrill  
Penacook, NH 03303  
(603) 496-4820  
Project Type: Agricultural  
Landspreading  
*Customer since 1995*

## Attachment III



## Professional Qualifications



## Professional Qualifications

The impetus for creating RMI came from a common desire among dedicated professionals to work for a local New England company which is committed to providing clients with responsive, innovative and high quality organic residuals recycling services. The staff at RMI have worked in all facets of the organic residuals field and comprise a breadth of experience covering agricultural, engineering, soils, operational, management, and regulatory issues.

### **Shelagh Connelly** **Principal and President**



Shelagh has been providing comprehensive organic residuals recycling services to clients in the North East since 1988. She served on the task force to develop regulations for both biosolids and wood ash for the New Hampshire Department of Environmental Services, and continues to assist the Vermont Department of Environmental Conservation with regulatory consultation surrounding beneficial utilization of residuals. Shelagh has been a major advocate for the organic residuals recycling industry and routinely testifies before legislatures in support of this industry.

*Education: Wesleyan University, Middletown, Connecticut*

### **Marty Riehs** **Principal and Vice President**



As one of the original founders of RMI, Marty continues to oversee the financial and IT needs and development of the company. Marty takes the lead for all of the data management and systems coordination for the organic residuals recycling programs. His degree in Industrial Distribution from Clarkson University enabled Marty to initiate development and continue to implement improvements to the monitoring, compliance and record keeping systems necessary to track the recycling programs. Marty has been assisting in the management of residuals programs since 1989.

*Education: Clarkson University, Potsdam, New York*

### **Charley Hanson** **Principal and Senior Project Manager**



Charley works with more than three hundred farmers, gravel pit owners, compost facility operators and other end users of organic by-products. He has extensive experience in agriculture (being a farmer himself) and is adept at developing nutrient management plans for land owners seeking to utilize biosolids, wood ash, short paper fiber and other organic residuals. Research for agricultural and silvicultural applications of residuals falls under Charley's domain, along with any development work with new utilization options. Charley began managing recycling programs in 1991.

*Education: Bates College, Lewiston, Maine*



**Todd Gammell**  
**Operations Manager**

Todd started with RMI as a truck driver in 2017. He left RMI briefly to move back to his home state of Massachusetts but came back to RMI and has been the Operations Manager since October 2018. He is responsible for RMI's fleet of trucks and trailers and supervision of RMI drivers and subcontractors.

*Education:*



**Eryka Reid**  
**Lead Dispatch**

Eryka Reid graduated from Plymouth State University with a Bachelor of Science in Environmental Science in 2014. While in college she spent two summers as an intern with New England Interstate Water Pollution Control Commission (NEIWPCC) as their Youth and Environment Coordinator. Since March 2016 Eryka has been working with RMI as a Project Assistant for their Compliance, Marketing and Operations departments.

*Education: Plymouth State University, Plymouth, NH*



**April Sargent**  
**Project Manager: Compliance & GIS**

April has been with RMI since November 2018 and oversees compliance at RMI's Holderness office. April maintains analytical data, permits, and mapping for all land application sites throughout New England.

*Education: Plymouth State University, Plymouth, NH*



**Michael Potash**  
**Project Manager, CCA**

Michael is a Certified Crop Advisor (CCA) and provides nutrient management support to all of RMI's customers. Mike also manages all field activities such as soil sampling and Class B biosolids operations/spreading. Mike has been with RMI since 2012.

*Education: SUNY of Environmental Science and Forestry, Syracuse, NY*



RMI operates its own fleet of trucks, using a variety of trailer configurations depending upon the needs of the customer. RMI maintains all appropriate permits for the materials being transported. RMI's drivers have over 150 years driving experience and have the unique skills required to successfully execute off-road deliveries time after time all year-round.



**Attachment IV**



**Englobe Exeter Biosolids Management**

# EXETER BIOSOLIDS MANAGEMENT

Resource Management Inc

RFP  
N° 20190517



Englobe's Soil Treatment Facility

# 1 CORPORATE PROFILE

**ENGLOBE, A CANADIAN LEADER IN ENVIRONMENT, WASTE MANAGEMENT, Soils and Materials and Engineering**, was founded over 50 years ago and has 1800 employees working in more than 65 locations across Canada, in France and in the United-Kingdom. Providing a wide range of services, Englobe is recognized for its customized approach that runs the gamut from consulting services to turnkey project implementation. Over the years, it has acquired genuine credibility and a reputation for people-centered values through a variety of projects from municipalities, provincial and federal governments, and private companies.

Englobe's mission is to support our clients and contribute to their success throughout their project's life cycle, by applying practical experience and advanced expertise in the areas of environment and soils and materials. We offer services in four major areas: ① Environmental Engineering; ② Soils/Geotechnical and Materials Engineering; ③ Treatment Management and Recycling; and ④ Expertise, including Building Science, Supply Chain Quality.

## 1.1 ENGLOBE'S HISTORY

Englobe was born of the integration of waste recycling activities of GSI environment inc. and Biogénie, specializing in site rehabilitation and decontamination. This integration has helped Englobe to become a leader in Quebec in innovative environmental solutions of waste management favoring recycling. More recently, Englobe joined forces with LVM, one of the most important groups in the field of soil, materials and environment in Canada.

In April 1961 in Laval, Quebec, Les Laboratoires Ville Marie (LVM) started as a laboratory specializing in soil analysis, geotechnical engineering and materials testing services. In 2014, Englobe (consisting of several divisions including Tanknology, Biogénie, Solution, GSI and Composts du Québec) acquired the assets of LVM inc. Today, Englobe Corp. is a national leader in treatment, management and recycling, environmental, geotechnical, pavement and materials engineering and building science



(building envelope/roofing) services, and performs investigations, inspection, testing, analyses, assessments, supervision and monitoring of work.

## 1.2 EMPLOYEES AND LOCATIONS

Englobe currently has 2,400 employees in Canada (1,800 worldwide), which includes 90 waste treatment, management and recycling personnel and 305 environmental personnel. Our company operates in more than 55 offices across Canada, and owns 32 analytical test laboratories, 23 facilities for contaminated soil treatment and materials recycling, and 2 organic waste treatment centers. Englobe has 11 regional treatment centers in Canada including 8 contaminated soil treatment centers, 1 contaminated soil landfill site and 2 regional biomass reclamation facilities.

Figure 1: Englobe-Locations



### 1.3 CERTIFICATIONS

Englobe holds national certifications in all its fields of expertise. Following is a list of our professional and corporate certifications, including quality and health and safety, relating to our environmental business line.

**ISO 9001: 2008 Certified (Quality Management Systems – Requirements):** Englobe is a proud holder of ISO 9001:2008 certification, ensuring that we provide high quality services to our clients and that our internal quality manual applies to the activities undertaken for all our projects. Our existing policies and procedures ensure that our deliverables both respect these requirements, and are assessed and improved on a continuous basis; thus, the company-wide management system meets or exceeds all of the requirements of this prestigious international standard.



**OHSAS 18001 Certified:** Englobe is certified for OHSAS 18001, an internationally recognized Health and Safety Standard. This certification attests to the quality of our OHAS system, which aims to prevent work-related accidents and diseases, ensure compliance with legal and other applicable requirements, and see to the continuous improvement of our performance and management system. At Englobe, occupational health and safety is one of our fundamental priorities and we commit to the utmost protection of our employees, our contractors, our clients and the general public.



**Environmental Associations:** Conscious that environmental regulations evolve constantly through time, some of Englobe’s key personnel in the environmental field are involved in different associations. For instance, Mr. Serge Loubier, Senior Director of Sales is involved at CETEQ (Business Council on Environmental Technologies of Quebec). Mr. Loubier acted as Vice President of the Committee Management of Contaminated Soils. This association promotes environmental sustainability principles and the expertise of the private sector in the environmental industry. It also seeks to promote a business environment that is conducive to innovation and the development of new green technologies.



Englobe is also an active member of Réseau Environment (Grand Partenaire). This Association seeks to promote good practices and innovation in the environmental field. Some of our most prominent staff lead or are part of some of the key technical committees put forth by the association.



We believe that by our involvement in such associations we are better able to influence stakeholders in the pursuit of better environmental practices.

**Recent Awards:** In October 2017, Englobe awarded Platinum Badge for their Role in 14 of the Top100 Infrastructure Projects in Canada. In November 2016, Englobe was awarded the Canadian Brownfield Network (CBN) Brownie Award: Best Overall Brownfield Project of the Year – Lac-Mégantic Remediation Project. In July 2016, Englobe ranked 112th among the 500 Most Important Companies in the Province of Quebec for 2016. In May 2016, the Quebec Engineering Association (l'Association des firmes de génie-conseil – Québec) awarded Englobe a “Grand Prix – Environmental” for our Environmental Remediation work completed at Fox E Dew Line site in Nunavut. In November 2012, Englobe was awarded the National Brownfield Large Scale (CUI Brownie) Award: Category 2 – Sustainable Remediation Technologies and Technological Innovation for the Remediation of a Former Aircraft Plant in Montreal for St-Laurent EMPC Three Ltd.

## 1.4 ENGLOBE'S PRODUCTS / SERVICES

We offer soil treatment, solid waste management, site remediation and land application of fertilizing residual materials in agricultural fields. Our solid waste management services include tracking by-products from waste generators such as municipalities, industry, business and institutions, up to reclamation. We also recycle in compliance with legislation and regulations.

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*With our extensive network of disposal sites and end-user clients, we reclaim over 400,000 tons per year of municipal bio-solids, pulp and paper sludge, and waste.*

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Our composting sites produce over 100,000 tons per year of high-quality compost and soil for horticultural, municipal and commercial clients. Treatment of fertilizing residual materials (FRM) via composting is another solution we offer to our clients. We help clients in implementing solutions to ensure compliance of their projects, and the harmonious integration with the environment and communities. The markets that we serve include the government, oil and gas, commercial and industrial, energy, mining, transportation, finance, real estate and legal, and agriculture.

### 1.4.1 SITE RESTORATION/RECLAMATION

For more than 10 years, Englobe has been actively involved in the remediation of degraded sites such as mine tailings, quarries and pits, landfills, roadsides and brownfield areas. Although mine tailings are not considered environmentally harmful, they negatively impact the landscape and biodiversity.

Englobe applies innovative solutions that make use of recycled materials (slightly contaminated or decontaminated soil and fertilizing residual materials (FRM) to create a substrate that supports plant growth. The combination of soil and FRMs provides a favourable medium in which vegetation can take root, and supplies essential nutrients for the establishment of vegetation cover. Not only is a degraded site reclaimed, the use of recycled materials is important from an environmental, economic and social perspective.

Mindful of adverse environmental impacts, Englobe has integrated solutions that limit nuisances for local populations, supporting an upstream community approach that maximizes social license for its projects. We get certificates of authorization for all of our projects from applicable regulatory bodies.

Services include:

- Final covering of disposal sites and landfills, from project design to implementation
- Site revegetation and restoration to natural state
- Design and construction of buffer mounds
- Erosion control
- Development and supply of geotechnical products and topsoil substitutes.

In addition to our expertise in Soil Treatment and Site Remediation, Englobe is well experienced in a number of other market sectors, as per the graphic. For a detailed listing of all our services, please refer to **Appendix A** for our corporate brochure.



## 2 PROJECT EXPERIENCE

### 2.1 EXPERIENCE IN OPERATING BIOMASS TREATMENT FACILITIES

Englobe has been engaged in composting to treat waste and Organics at its facilities since 1979. We handle various organic materials such as green waste; food waste + ICI; food industry sludge and grease traps; municipal biosolids, pond sludge, sludge from septic tanks; sewage sludge; recyclable inorganic waste (small volume); organic spills; wood chips, bark, sawdust, pruning waste, dust, ash, lumber; yard waste; manure, slurry and farm waste; and peat and black earth.

### 2.2 EXPERIENCE IN MARKETING COMPOST

Englobe composts more than 100,000 tons of organic wastes per year at its centers and markets its value-added products under its new brand: [composts.com](http://composts.com). Englobe holds the BNQ Certification 0413-200/2005, #971 and #665, a national standard for quality which specifies the physical, chemical and organic characteristics of compost products. Having this certification ensures safety (from impurities, trace elements, measurement of fecal coliform bacteria and salmonella), efficiency (stability-maturity testing) and profitability (moisture content and organic matter) of the compost. Englobe is experienced in turning these Organic materials into plant compost, planting mix, multimix, top soil and multimix grass, and we effectively translate the benefits of our products in various channels.

### 2.3 ESTABLISHED CLIENT BASE IN BIOSOLIDS INDUSTRY

Englobe recycles tens of thousands of metric tons of biosolids annually, serving several municipalities throughout Québec, from small municipalities to larger cities like Laval, Sherbrooke and Repentigny. In the last 5 years, Englobe's Organic Waste Management team recycled an average of 35,000 tons of municipal biosolids per year, originating from about 15 municipalities.

Englobe recycles different types of biosolids, coming from waste water treatment plants, aerated ponds and paper mills. In 2015, Englobe managed over 250,000 tons of materials originating from the pulp and paper industry, mainly primary sludge and deinking sludge. More than 10 pulp and paper companies, in Quebec only, put their trust in Englobe to manage their residues. Englobe recycles biosolids resulting from different processes, be they biosolids in a liquid state, dehydrated, limed, granulated or resulting from anaerobic digestion.

For over 30 years, Englobe has developed the expertise of managing biosolids that can be used to fertilize and/or enrich agricultural soils or degraded sites, or that can be processed to produce quality compost. Englobe's turnkey service includes sampling, characterization, management of transportation, agronomic services and technical support, to develop and implement recycling solutions in compliance with legislations and regulations.

### 2.4 MAJOR CLIENTS

Englobe offers alternatives to landfilling by providing its clients with a variety of beneficial reuse options. For over 30 years, they have developed the expertise of managing paper mill sludge, biosolids and a variety of organic and inorganic residues that can be used to fertilize and/or enrich agricultural soils on degraded sites, or that can be processed to produce quality compost.

In 2015, Englobe took charge of over 284,000 tons of materials originating from the pulp and paper industry, mainly primary sludge and deinking sludge from paper mills. More than 10 pulp and paper companies, in Quebec alone, put their trust in Englobe to manage their residues.

Englobe also recycles thousands of tons of biosolids (sludge from waste water collected in municipal sewage treatment plants and aerated lagoons) annually, serving several municipalities throughout Quebec.

## 2.5 PROJECT REFERENCES

Englobe has completed similar projects for clients in Canada & the US. We have prepared three project sheets on the following pages, which show our experience on these recent assignments.

1. City of Laval, Laval Quebec, Canada  
Management and disposal of granulated municipal biosolids, 2002-Present
2. City of Sherbrooke, Sherbrooke Quebec, Canada  
Management and disposal of dewatered municipal sludge, 1998 - 2016
3. City of Barre, Barre Vermont, USA,  
Management and treatment of digested municipal biosolids, 2018-Present





## CITY OF LAVAL QC.

### Management and disposal of granulated biosolids

#### PROJECT DESCRIPTION

Englobe was mandated to manage the municipal granulated biosolids (about 8,800 wet tons/year) produced by La Pinière WWTF in Laval. Laval is the third largest city in Quebec with a population of 400,000. Loads of pellets were transported almost daily for an approximate total of six loads per week. Since 2002, pellets from La Pinière's treatment plant have been recycled in different ways:

- Among manufacturers of fertilizers, mixed with synthetic fertilizers;
- As substitutes for synthetic fertilizers among agricultural producers;
- During site recovery such as sand pits, former landfill sites and mining sites;
- As substitutes for synthetic fertilizers in the treatment of contaminated soil;
- In the production of horticultural compost;
- For composting purposes;
- For cogeneration purposes at a cement-manufacturer.

#### PUBLIC RELATIONS

- There has not been any particular public relations issues with the Laval biosolids project. The granulated biosolids from the city of Laval have received a BNQ (Bureau de Normalisation du Québec) certification which guarantees the quality of the product and the respect of rigorous control parameters, thereby inspiring confidence in the product for the public. Also, Englobe has implemented a social acceptability plan for all of its facilities, on a continuous basis, so as to ensure that all public relations issue, if any, is addressed diligently.

#### LOCATION

City of Laval Quebec, Canada

#### CLIENT

City of Laval

#### CONTRACT DURATION

2002 – Present (18 years)

#### SCOPE OF WORK

- Provide disposal services for their granulated biosolids
- Organize, plan and transport pellets in accordance with expectations and needs of La Pinière Station;
- Ensure product recycling according to laws and rules in force;
- Coordinate and work with the city's stakeholders and subcontractors present at the WWTF the transportation service
- Ensure the biosolid pellets keep their BNQ certification from the product pick up to the recycling
- Provide accurate invoicing for the carried out services according to the call for tenders

#### KEY PERSONNEL

##### Transportation Director

Garry Ross.

##### Project Manager

Edith Mercier Agr.

**LOCATION**

City of Sherbrooke, Quebec, Canada

**CLIENT**

City of Sherbrooke

## CITY OF SHERBROOKE QC

### Management and disposal of dewatered municipal biosolids

**PROJECT DESCRIPTION**

Between 1998 and 2016, Englobe has transported and recycled all of Sherbrooke's municipal biosolids, for an annual total of 15,500 wet tonnes. Transportation was done on a daily basis, for a total of one or two loads per day. Englobe initiated a new treatment portion within the City's existing facility that adds lime to the biosolids, thereby manufacturing a product (Alkamix) that is less odorous and that, in addition to its fertilizing properties, has a liming potential for farmland with acidic soil.

Sludge from the City of Sherbrooke have been recovered as follows:

- At agricultural producers' as a replacement for traditional mineral fertilizers and agricultural lime;
- For site recovery such as sand pits, former landfill sites and mining sites;
- For composting purposes.

**PUBLIC RELATIONS**

- There has not been any particular public relations issues with the Sherbrooke biosolids project. Englobe holds citizens visits to its Bury site, where the biosolids are stocked and transferred, and a communication plan has been implemented to allow the site managers to address any concerns that the neighbours may express.

**CONTRACT DURATION**

1998 – 2016 (18 years)

**SCOPE OF WORK**

- Provide disposal services for their dewatered biosolids.
- Initiated a new alkalisation system which greatly enhanced the marketability of the City's biosolids.
- Manage and provided all hauling services to and from the facility.
- Manage and execute all sampling in compliance with QC environmental regulations.
- Ensured a continuous, non-interrupted service for the duration of the contract

**KEY PERSONNEL****Transportation Director**

Gary Ross

**Project Manager**

Edith Mercier Agr.



## CITY OF BARRE VT

### Management and disposal of digested municipal biosolids

#### PROJECT DESCRIPTION

Englobe is currently managing all the municipal biosolids from the City of Barre VT., for a total of 3050 wet tons per year. Approximately two loads per week are carried out.

The goal of the project is to manage the residuals without diverting them to landfills. Englobe plans on recycling the biosolids as follows:

- For agricultural purposes as a replacement for traditional mineral fertilizers and amendments
- For degraded site recovery at our Jeffrey and Black Lake sites.
- For our composting facilities in Bury and LaChute.

#### PUBLIC RELATIONS

- There has not been any particular public relations issues with the Barre biosolids project. The biosolids are very similar to those that are produced by our other municipal clients. Englobe is currently choosing the farms which will receive some of the biosolids to minimize any nuisance to the public (trucking issues, odors, etc.) and ensure that the separating distances (from wells, nearby residences, etc.), as prescribed by the MDDELCC, are completely respected for storage and application. Also, Englobe has implemented a social acceptability plan on a continuous basis for all of its composting facilities or degraded site restoration projects, where some of those biosolids are received, so as to ensure that all public relations issue, if any, is addressed diligently

#### LOCATION

City of Barre, Vermont State, USA

#### CLIENT

City of Barre Waste Water Treatment Plant

#### CONTRACT DURATION

May 2018 – May 2023

#### SCOPE OF WORK

- Provide disposal services for their digested biosolids.
- Manage and provide all hauling services to and from the WWTF.
- Manage and execute all sampling in compliance QC environmental regulations
- Optimize agricultural recycling and promote product with agricultural producers
- Provide accurate invoicing for the services carried out according to the contract specifications

#### KEY PERSONNEL

##### Transport Director

Garry Ross.

##### Project Manager

Véronique Janelle

### 3 APPROACH TO PROJECT

Englobe is a strong and solid company doing business throughout Canada. Through our companies' existing subsidiaries and affiliates we are developing new services in the north eastern US market within our domain of expertise.

We understand that deploying services to new sectors requires time and effort. Based on our years of previous experience with municipal clients, Englobe is excited to be proposing this service.

#### 3.1.1 COMPOSTING

Englobe is proposing to use composting sites as one of the main receiving options for the biosolids. Englobe has extensive experience in composting biosolids and we are confident that such an option is a sound, reliable and efficient way to manage biosolids. The biosolids compost produced has a great agronomical value and can be land applied with appropriate NASM planning. Biosolids received at a composting site are amended and placed into treatment, the same day it is received, therefore limiting potential odor issues related to the storage of biosolids.

Englobe intends to manage large portions of the yearly produced volumes at the Bury Composting Facility site located at 109, Main Centrale Rd. Bury Qc. Canada. Owned by Englobe, this facility will serve as the primary disposal site and has the capacity to receive and process additional biosolids if need be. Two other composting facilities (St-Henri Facility & LaChute Facility) situated in Quebec have been designed as backup composting options for this project.

The Bury Composting Facility operates a classic processing facility that offers a variety of services which recycle organic wastes into a high grade organic fertilizer. The receiving hours are Monday to Friday from 7:00am to 5:00pm and Saturdays (Apr-Dec) 7:00am – 12:00pm. The facility is licensed to have no more than 196,000 cubic yards of composting materials (Phase 1 or Phase 2 composting) on site at any time. Based on these operating hours, this facility will be able to accept biosolids year-round with no required changes to plant operations.

As per capacity and operating hours, one or more loads per day may be shipped to this facility under the Englobe contract. In addition, the facility has committed to receive materials immediately after the contract award and will be able to receive materials on a rush basis, within 48hrs of request.

#### 3.1.2 LAND APPLICATION OF BIOSOLIDS

Depending on the analytical results of the sludge, Englobe is proposing on using land application as a solution to beneficially recycle certain portions of the biosolids if ever there were to be treated to a Class B or Class A standard. We have been managing biosolids through land application programs in Quebec for over 30 years. We have developed techniques in the placement and use of such materials on farm lands and are well aware of all the constraints of delivering and applying such materials.

### 3.1.3 DEGRADED SITES

Depending on the analytical results from the biosolids, Englobe is proposing on using degraded sites as a solution to beneficially recycle portions of the Class A or Class B biosolids generated from Exeter. For more than 10 years, Englobe has been actively involved in restoring degraded sites such as mine tailings, quarries, pits, landfills, roadsides and brownfields areas. While mine tailings are not considered harmful to the environment, they have a negative impact on the surrounding landscape and biodiversity. The Jeffrey revegetation project, situated in Asbestos Qc. has seen nearly 20 hectares of tailings being vegetated and reforested every year. A class A or Class B biosolid's metal and nutrient composition make them an ideal amendment to our other fertilizing residuals that are used for revegetation ground cover.

Our other large degraded site, Black Lake (situated in Thetford Mines Qc.) has been designated as an alternative recycling option in the event that materials cannot access the Jeffrey site. Having worked at both locations for more than 15 years, we are well aware of the MDDELCC's restrictions, limitations and materials permitting process. Understanding Quebec' provincial environmental regulations we have rarely been refused our applications for our use of fertilizing materials within the context of re-vegetating the degraded sites.

### 3.2 PROPOSED SERVICES

The biosolids disposal services proposed by Englobe consists of the following items:

- Design and execute a management and operational safety plan with all are disposal options and designated transportation contractors. ;
- Inform the designated disposal options and prepare documentation and paper work for MDDELCC authorizations (if required).
- Organize with RMI the transport loading operations and scheduling;
- Commence management of biosolids via disposal options in Quebec;
- Plan and organize the materials sampling work required under the contract and as required by our disposal option's authorization certificates.
- Organize regular meeting with RMI so as to ensure that all concerns and issues that have been raised are addressed and corrected.

### 3.3 ENGLOBE'S APPROACH FOR SOCIAL ACCEPTABILITY MANAGEMENT

Biosolids haulage and beneficial use can sometimes generate nuisances and risks that raise concerns in public opinion. Englobe's team dealing with public relations' issues is dedicated to the prevention and the management of these issues and is dealing with them daily. We truly think that Social Acceptability is one of the crucial element if you want to make sure that a project is developed in a sustainable manner. In most of the cases we work on, many of them being similar to biosolids management, the stakeholders' concerns are mostly about three things: nuisances related to our activities; risk of contamination due to our operations; and concerns about the potential benefits of our activities for the communities nearby. It is important to identify and evaluate every potential nuisance in the upstream of a project to make sure the operations are adapted to the social environment in which it takes place.

Englobe's global approach in Social Acceptability allows for the development of good relations based on mutual trust with the communities in which a new project takes place, as well as offers a participation in

the well - being and community life. Our approach includes, in upstream of any new project, a social risk analysis in order to identify the public relations issues related to every aspect of a project. The analysis evaluates the context, issues and risks of any new project. Then, it allows Englobe to make proposals about the best social and political strategy to adopt and provides suggestions about how to create and give a local value to a project. We also plan and participate in different meetings with stakeholders in order to consider and meet their needs and concerns.

## 4 TEAM

### 4.1 PROJECT DIRECTORS

#### Englobe

Mr. Serge Loubier is the Director of Sales for the Organic Waste division of Englobe. Through the course of his 20 years' experience at Englobe, he has managed the operation and implementation of soil treatment facilities, mine reclamation projects and composting sites. He supervises a team of agronomists, field technicians and technical sales coordinators that offer and realize the complex task of managing residuals and servicing the generators with a guaranteed turnkey beneficial reuse service.

### 4.2 PROJECT MANAGERS

#### Englobe

Mrs. Édith Mercier has more than 10 years of professional experience as project manager for Englobe Corp. She is responsible for planning, supervising and optimizing organic waste management activities, taking in charge materials from different regions of Quebec and finding recovery solutions in different areas such as: agricultural fertilizing residuals, rehabilitation of degraded sites, composting and energy recovery. Mrs. Mercier ensures the link between generators of materials (paper mills, municipalities, industries, etc.) and recovery sites. She is specialized in pulp and paper generators, as she manages over 150,000 tons of materials per year, always ensuring that our service meets the needs and expectations of the clients.

## 5 SAFETY AND QUALITY

### 5.1 ENGLOBE CORP.

Prior to undertaking any site work, Health and Safety Plans (HASP) will be developed for all fieldwork undertaken. At Englobe, Occupational Health and Safety is one of our fundamental priorities. This is why we sought to align our health and safety management system with OHSAS 18001:2007 standards and have attained certifications for these standards. This internationally recognized certification attests to the quality of our OHS system, which aims to prevent work-related accidents and diseases, ensures compliance with legal and other applicable requirements, and provides continuous improvement of our performance and management system.

A Health and Safety Plan (HASP) is developed to ensure the well-being of all personnel involved in the work on site. Accordingly, project staff and sub-contractors retained for this project must follow certain procedures established in this HASP. All personnel and subcontractors retained for this project will be adequately trained and must sign the Agreement and Acknowledgement Sheet to confirm that they understand and agree to abide by the provisions of this HASP. Throughout the operation of the facility, the plan will be reviewed to determine if any additional health and safety measures will need to be

addressed due to the conditions of the site. We would like to point out that Englobe has a high-quality Occupational Health and Safety Prevention Framework Program.

## 6 ENVIRONMENTAL PROTECTION

Within the scope of its corporate activities, Englobe regularly undertakes projects that involve environmental and human resources. Ever mindful of demonstrating its respect for quality of life and the environment, Englobe integrated a number of significant environmental aspects into its corporate mission through the following principles and courses of action:

- Reduce adverse impacts on the environment
- Promote energy efficiency
- Promote the use of fair trade goods
- Develop employee awareness

More specifically, a typical environmental Protection Plan is prepared prior to undertake field work and details the methods, tools, procedures, and equipment in order to address and mitigate any potential adverse environmental impacts.

## 7 SUSTAINABILITY AND ENVIRONMENTAL AWARENESS

### 7.1 SUSTAINABLE DEVELOPMENT ACCOMPLISHMENTS

Englobe Corp. is proud to promote and contribute to sustainable development through its activities and operations as well as the professional services it provides to its many clients across North America and Europe.

As part of the green economy, we work hard to develop and propose new environmental solutions. We also offer a wide range of environmental services tailored to the varying needs of our clientele. Drawing on our expertise, we can partner with clients as they research and implement solutions to ensure compliance of their projects and their harmonious integration with the environment and with communities.

Among our recent sustainable development accomplishments are the following:

- Remediation of degraded sites, particularly reforestation of the tailings ponds at the Jeffrey mine in Asbestos and the BC-1 mine in Black Lake using treated soil, compost and mixes of organic waste. At the Jeffrey mine site, more than 150 hectares were vegetated, and some 120,000 trees planted to allow nature to return to life. Such Englobe initiatives make it possible to recycle and reuse millions of tons of soil and other materials.
- Reclamation of organic waste (e.g. garbage and green waste) and fertilizing residual material (e.g. municipal sludge) from cities such as Lévis and Sherbrooke at our authorized composting centers. The materials are reclaimed and reused on farm fields or site remediation projects. Initiatives like this have made it possible to keep millions of tons of soil and other materials out of landfills and dispose of them at certified facilities, thus fostering the achievement of government objectives, particularly in

the area of greenhouse gas emission reduction. It is not only an economical solution to implement, but it also helps our clients save money and protects a noble and non-renewable resource.

- Numerous soil decontamination and site rehabilitation projects for private, government and municipal developers to restore the quality of the environment and enable development or redevelopment of sites using a more sustainable approach. Projects in this area include decontamination of the soil in downtown Lac-Mégantic following the July 2013 rail disaster.

Englobe's sustainable development accomplishments are testimony to our ability to support a project throughout its life cycle. We are able to assist with controlling and reducing the environmental impact of a project, shrinking its ecological footprint and maximizing its positive benefits to communities.

In line with the principles of sustainable development, Englobe's responsible approach thus relies on prevention, preservation, restoration and harmonious integration of projects and activities with a concern for sustainability of communities, equity and ethics.

## 7.2 AGRICULTURAL RECYCLING

For over 35 years, Englobe has used various specialized processes to transform a broad range of organic wastes and materials into value-added products. Among the options we offer, agricultural recycling of fertilizing residual materials (FRM) gives new life to a number of materials with recognized agronomical, technical and environmental potential. Agricultural recycling also has multiple advantages for farmers, the main users of these FRM, as it helps to improve the agronomic properties of soils and to fertilize crops.

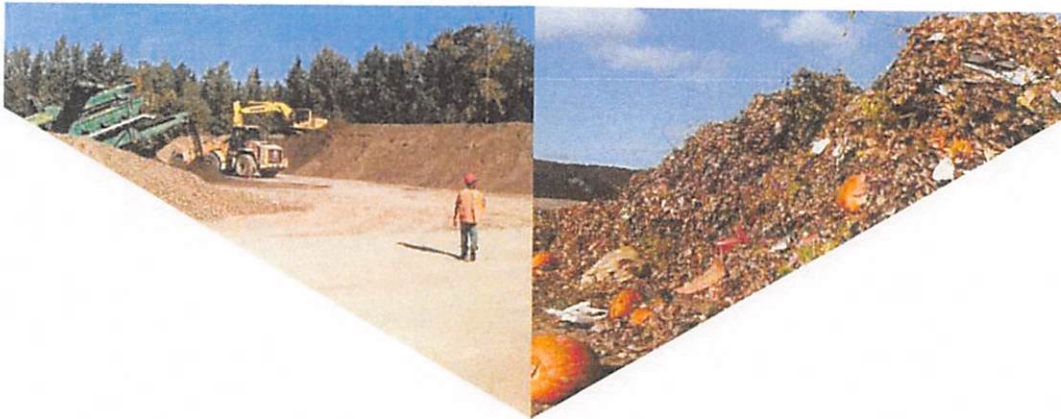
Englobe is a real partner to farmers, offering them with a range of FRM that meet their needs: composts, paper mill biosolids, municipal biosolids, agri-food sludge, ash or lime soil amendments. Englobe's value-added service is that we coach our agricultural clients throughout the process, from choosing the material to monitoring spreading to preparing the activity report. Thanks to the wide variety of products offered, coupled with the expertise of a team of agronomists and agricultural technicians who carefully follow best practices in their field, Englobe has been able to make a name for itself with over 400 farms in the province.



**Appendix A: Corporate Brochures**



## REGIONAL BIOMASS TREATMENT CENTRE – SHERBROOKE AREA



**Englobe**

Soils Materials Environment

## REGIONAL BIOMASS TREATMENT CENTRE – SHERBROOKE AREA

Englobe has been using a variety of specialized processes to transform a wide range of organic materials and wastes into value-added products (primarily compost and mixes) for more than 35 years, previously operating under the name GSI Environmental. Our facilities include a biomass treatment centre in the Sherbrooke area to serve our customers' local needs. The centre is certified by the Quebec Environment Ministry and uses proven treatment processes.

### EXPERTISE

Englobe has been using composting to treat wastes at its facilities since 1979. Composting is a natural process in which micro-organisms cause organic matter to decompose when exposed to oxygen and water. Composting occurs in two stages: in the first, pathogens are destroyed at very high temperatures; in the second, the compost is stabilized at low temperatures. The treatment continues until the compost meets BNQ standards (BNQ 0413-200/2005 certification). Englobe composts more than 100,000 tons of organic wastes per year at its centres and markets its value-added products under its new brand: [composts.com](http://composts.com)

### SERVICES

We give you peace of mind by looking after every facet of the handling and treatment of your organic wastes

Technical and agronomic characterization to determine acceptability

Receiving acceptable organic wastes at our centre during business hours

Treatment and recycling of organic wastes for re-use

Traceability throughout the process and BNQ certification of the output



### ACCEPTED MATERIALS

Green waste  
Food waste + ICI  
Municipal biosolids and pond sludge  
Food industry sludge  
Sewage sludge  
Recyclable inorganic waste  
Organic spills  
Wood chips, bark, sawdust, pruning waste, dust, ash, lumber yard waste  
Manure, slurry and farm waste  
Peat, black earth, fertilizer  
Other materials: contact us!

### OUR LOCAL FACILITY

#### BURY TREATMENT CENTRE

109 Maine Central Road  
Bury, Quebec J0B 1J0

### CONTACT OUR EXPERTS:

Phone: 418-882-2255



**Attachment V**



**Request for Proposal Fee Form**

**EXETER, NH – DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS  
BENEFICIAL USE OR DISPOSAL OF DEWATERED MUNICIPAL BIOSOLIDS**

**7.0 Biosolids Reuse/Disposal Proposal Fee Form**

The undersigned proposes to furnish the service, including all labor and materials required, based on the information contained in the Request for Proposals for the unit prices indicated below.

Item	Unit Price
<b>BIOSOLIDS</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered biosolids in 30-yard rolloff containers, including the rental of containers.	\$214.10 Per wet ton; 30 ton minimum* Plus fuel surcharge when diesel exceeds \$4.00/gal; Annual increase 3% each July 1.
<b>SCREENINGS &amp; GRIT</b> Firm fixed 3-year cost per wet ton to pick-up, transport and dispose of dewatered grit and screenings, including the rental of containers.	\$ No bid Per wet ton


\*The per ton price will be reduced to \$85.10 if Dried Class A Biosolids are generated by Exeter

Primary Beneficial Use of Disposal Method	Beneficial use of non-classified biosolids at the Englobe composting facility in Bury, Quebec.
	Beneficial use of Class A biosolids in RMI land application program.
Backup Beneficial Use of Disposal Method	Beneficial use of non-classified biosolids at the Englobe composting facility in Bury, Quebec.

ADDENDA: Receipt of Addenda numbers: Not applicable is hereby acknowledged and reflected herein.

SUBMITTED on May 20, 2019

By: Shelagh Connelly  
(Proposer Name – Printed Name of Person Authorized to Sign)

By:   
(Proposer Name – Signature of Person Authorized to Sign)

President, RMI  
(Title of Individual)

Business Name: Resource Management, Inc.

Business address: 1171 NH Route 175, Holderness, NH 03245

Phone: 603-536-8900

Email: [Shelagh.connelly@rmirecycles.com](mailto:Shelagh.connelly@rmirecycles.com)

## **Town Manager's Report**

**Select Board Committee Reports**

## Correspondence





**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
NATIONAL MARINE FISHERIES SERVICE  
Silver Spring, MD 20910

May 20, 2024

Corey Stevens  
Town of Exeter, New Hampshire  
10 Front Street  
Exeter, NH 03833-2782

Re: Restoration of the Exeter Herring Run Through Removal of the Pickpocket Dam

Dear Corey Stevens:

Thank you for submitting an application for funding consideration to NOAA's Restoring Fish Passage through Barrier Removal Grants Under the Bipartisan Infrastructure Law and Inflation Reduction Act funding opportunity. NOAA received 90 applications requesting more than \$688 million over three years. This is four times the funding we have available in this round. The applications were evaluated according to the procedures and criteria outlined in the NOFO. We regret to inform you that your project has not been selected for funding.

We commend your efforts to enhance fish passage and encourage you to pursue this work. If you are considering submitting an application to future funding opportunities, we encourage you to connect with NOAA Restoration Center regional staff for technical assistance and feedback on your project. Please contact us at [fish.passage.grants@noaa.gov](mailto:fish.passage.grants@noaa.gov) and we will connect you with someone from our Office in your region. All Bipartisan Infrastructure Law supported funding opportunities are listed on our website (<https://www.noaa.gov/infrastructure-law>).

Sincerely,

A handwritten signature in cursive script that reads "Carrie Robinson".

Carrie Selberg Robinson,  
Director, Office of Habitat Conservation



Town Manager's Office

MAY 22 2024

Received

May 13, 2024



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**Tom Stevens**  
Manchester, NH

**Marcia R. Sink**  
PRESIDENT & CEO

Town of Exeter  
10 Front St  
Exeter, NH 03833-2792

Dear Selectmen,

Thank you for the continued support from the Town of Exeter. The recent \$1500 gift demonstrates your commitment to child victims of abuse and neglect, and to CASA of NH. Thank you so much for helping us in our efforts to recruit, train, and supervise the hundreds of outstanding volunteers who advocate for child victims in our local and state courts each and every day.

The children we serve desperately need a compassionate and consistent adult who will advocate for their safety and well-being. Without the voice of a CASA volunteer, the trajectory of their lives could include residual trauma, mental illness and substance misuse.

We appreciate the opportunity to work in partnership with the Town of Exeter. Thank you for sharing our vision of a safe and permanent home for every child in New Hampshire.

Gratefully,

Marcia R. Sink  
President and CEO

*Thank you for your  
continued investment in  
CASA's critical work.*

No goods or services were provided in exchange for your contribution. Tax ID: 02-0432242.

In fulfilling its vision and mission, the entire CASA organization is guided by the following values:  
Compassion, Integrity, Honesty, Justice, Passion, Respect, Courage, Transparency, Inclusivity, and Equity.



## SAVE THE DATE

New Hampshire State Organization, Daughters of the American Revolution invite you to save the date, **November 2, 2024**, to attend a dual marker dedication and wreath laying at the American Independence Museum and the Winter Street Cemetery in honor of the brave New Hampshire black soldiers who fought valiantly in the American Revolution.





Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

## Bulletin #20: Costly RTK Bill, Land Use Legislation & Other Updates

1 message

NHMA Government Affairs &lt;governmentaffairs@nhmunicipal.org&gt;

Fri, May 17, 2024 at 10:07 AM

To: Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

### New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

# LEGISLATIVE BULLETIN

Legislative Bulletin 20

2024 Session

May 17, 2024



[Live Bill Tracker](#)

## HB 1069: Costly for Taxpayers, Burdensome for State & Local Government

On Tuesday, the Senate Judiciary Committee adopted Amendment 2024-1637s to **HB 1069**, the Right-to-Know Law bill that would allow anyone anywhere to make a records request of New Hampshire state and local governments and get a response sent to them. Those who compare the Senate amendment with the version of the bill that passed the House will notice that the amendment merely moves one section of the House version into a different section of the law. It does not ameliorate any of the serious impacts the bill would have if passed.

While the idea of moving to electronic delivery of records may be alluring, there is a practical reality as well as a constitutional response. Article 8 of the New Hampshire Constitution only requires that government be responsive to **the people who form the government**, not everyone in the whole world. New Hampshire municipalities do **not** represent, work for, or provide services to anyone outside the boundaries of their town. Local government exists to help the people who form it—their residents—not strangers who have no connection to their residents. Yet, **HB 1069** would allow people living in Florida, South America, or Russia, to request records of the governmental bodies formed by the people of New Hampshire, for the people of New Hampshire. That goes far beyond what our Constitution envisions, and in one giant sweep, would entirely upend RSA Chapter 91-A, which is a law about the people of New Hampshire's access to governmental records and meetings, as the chapter's title states clearly.

But there is another reason New Hampshire residents and local officials should be seriously concerned about this bill: cost impact. Right-to-Know Law requests are being routinely used by for-profit companies, at the cost of New Hampshire taxpayers, for commercial purposes. For example, recently, a landscape company from Massachusetts sent a Right-to-Know Law request to numerous New Hampshire municipalities asking for detailed information relative to all building, construction, and conservation permits. If **HB 1069** passes, municipalities and state agencies and bodies will be required to *send* this information to these private, out of state companies, electronically. No matter the size or breadth of these requests, if the company demands that the records be sent electronically, the government must do so, incentivizing out-of-state companies to data mine New Hampshire governments for information about its citizens, resulting in significantly increased costs for governments, which are funded by the taxpayers. **There are scores of examples like this over the past few years, and this bill would open the door for more.**

Moving toward digital delivery of records is best done on a governmental entity-by-governmental entity basis, especially when we are talking about municipal governments. Not every municipality has a website. Other municipalities do not have internet at their town hall, and it is unclear when they would be able to check for electronic requests. And, on the other side of the spectrum, there are a few that have incredibly sophisticated technological innovations – where engaging with residents digitally is not an issue. Any move toward increased digitization must account for the reality of this division and recognize that different municipalities do things differently in direct response to what their residents can and do support in their local budgets. A one-size-fits-all mandate with serious unintended consequences is not appropriate for New Hampshire.

**Please contact your senator today and ask them to vote NO when HB 1069 goes to the floor for a vote.**

## Land Use Legislation Update

Over the past week, there have been a number of legislative decisions made about land use legislation, including:

**HB 1291**, relative to accessory dwelling units, was recommended for Interim Study out of Senate Commerce on a 3-1 vote. Assuming the Senate follows the recommendation, Interim Study would effectively kill the bill for this session. NHMA opposes the bill.

**HB 1399**, the duplex bill, was recommended for Interim Study which the Senate adopted yesterday, effectively killing the bill for this session.

**HB 1400**, relative to residential parking spaces, was recommended by the Senate Commerce Committee as Ought to Pass with **Amendment 2024-1962s**, which contains two, unrelated provisions. The first would increase the maximum allowable residential parking spaces to two per unit from one per unit. The second relates to squatters. NHMA opposes the bill.

**HB 1521**, relative to recovery houses, was recommended by the Senate Election Law and Municipal Affairs Committee as Ought to Pass with **Amendment 2024-1968s** on a 3-2 vote. Many of the changes in **HB 1521** mirror the changes to the state building code proposed in amendments BD-21-20-23, BD-21-21-23, BD-21-22-23, RE-21-32-23 R2 by the Building Code Review Board and are currently being considered by the legislature. NHMA opposes the bill.

**SB 527**, relative to student housing, was recommended by the House Special Committee on Housing as Ought to Pass with **Amendment 2024-1752h** on an 8-2 vote. That amendment is, essentially, the same as **HB 1281**, which was tabled by the House in a 300-17 vote. Both bills would prohibit zoning ordinances or regulations from restricting the number of occupants in a residential rental property to less than two occupants per bedroom and prohibit the adoption or enforcement of any code, ordinance, by-law, or regulation that restricts the number of occupants based on unrelated or non-familial relationships between the occupants, or that requires the existence of familial relationships between the occupants. NHMA opposes the bill as amended by the House.

## Other Senate Committee Actions

Action has slowed down in the House with next week's impending deadline for committees to make recommendations on bills. Senate committees have a slightly longer timeline to act, and they were still holding hearings on new bills and non-germane amendments this week. House committees have all but transitioned to executive sessions.

Senate committees addressed several bills of municipal interest this week, including the following:?

**HB 1451**, which requires that mandatory overtime be reported as part of the full base rate of compensation, was recommended as Ought to Pass. The fiscal note estimates the employer costs up to \$15.25 million annually and increasing proportionally with salary increases and any increases in overtime. Because of the fiscal note, the bill goes to Senate Finance next week for a final recommendation.

**HB 1647**, which increases the multiplier for Group II Tier B members to 2.5 percent for all years worked in excess of 15 years, was recommended as Ought to Pass as Amended. **Amendment # 2024-1777s** increases the required years of service from 10 years to 15 years and removes Teir C and new hires from eligibility. The bill includes a \$26 million state appropriation to offset the cost to cover the increase in the UAAL, but Group II employers would still have an ongoing annual "normal cost" of \$900,000. This represents an estimated rate increase of 0.21 percent for police and .020 for fire.

**HB 1124**, which would have rewritten existing RSA 669:7 and added additional provisions related to conflicts of interest, was recommended for Interim Study and is on the Consent Calendar.

**HB 1175**, which would alter the manner of adopting the official ballot referendum (SB 2) form of government, was recommended for Interim Study.? The committee action would preserve the current law, where the question of adopting SB 2 is debated and voted on at the business session of town meeting, rather than being placed on the official ballot. This ensures that voters have an opportunity to become fully informed about the consequences of making such a major change to their form of government before they are asked to vote on the question.

**HB 1187**, which would have clarified that building or facility improvements that become fixtures related to the installation, purpose, or operation of leased equipment shall not be financed through lease agreements, was recommended for Interim Study and is on the Consent Calendar.

**HB 1466**, which would establish a new municipal disaster relief fund, was recommended for Interim Study.? This House passed bill, which would establish a recovery fund and provide up to \$100,000 in disaster relief grants to municipalities following a natural disaster, will most likely not advance based on the committee recommendation.

**HB 1656**, which would increase adequate education grant amounts for pupils receiving special education services, was recommended for Interim Study. As reported in *Bulletin #15*, the bill would create three categories of differential aid based on the level of special education services a pupil receives beginning July 1, 2024, resulting in a state grant increase of \$17,727,172 compared to the current law.

## Bills Adopted by Both Chambers

Not every bill is contentious this session. Among them are the following bills, which have been adopted by both bodies. These bills now head to the governor for signature.

**SB 470.** This bill would allow vehicles registered with municipal plates in New Hampshire to use toll roads without incurring toll charges. This policy would formalize an existing practice into law, as there is already an agreement in place between the Department of Transportation and municipalities regarding the non-collection of tolls from municipal vehicles.

**SB 472.** The bill will allow municipalities with casinos to raise money through charitable gaming. Under the expanded law, both municipalities and charities could get up to 10 nights a year in gaming revenue. The bill does prioritize charitable organizations over municipalities when allocating game dates, unless no charitable organizations are available and wish to use the gaming facility on those dates.

**SB 492.** This bill removes the term "intercepting" from sections concerning state aid grants for sewage disposal facilities and expands the eligible facilities and contributions to both new constructions and upgrades to existing sewage treatment plants, pumping stations, and sewer separations.

**HB 182.** The bill prohibits the discharge of volunteer firefighters or volunteer emergency medical technicians from other employment. The intent of this bill is to protect volunteer firefighters and emergency medical technicians from being discharged or disciplined by their employers for failing to report to work due to responding to an emergency in their capacity as volunteers. The bill also seeks to address the recruitment and retention of emergency service volunteers.

**HB 1143.** The bill amends the New Hampshire Clean Lakes Program and establishes a program within the Department of Environmental Services to be responsible for the monitoring, managing, and reducing the risk of cyanobacteria blooms, as well as providing remedial actions to maintain water quality for public recreation and enjoyment, specifically addressing the control of cyanobacteria blooms.

**HB 1154.** The bill defines eligibility requirements for a disabled veteran to receive a full property tax exemption. The exemption will now be contingent upon the person being 100 percent permanently and totally disabled as prescribed in the U.S. Code of Federal Regulations 38 C.F.R. 3.340.

**HB 1217.** There are approximately 60 remaining covered bridges in New Hampshire, and this bill amends RSA 236:130, III to allow the state or a municipality to use video monitoring specifically for the purpose of monitoring historic covered wooden bridges that are open to vehicular traffic. The intent is to identify the cause of any damage to these bridges, including identifying vehicles and operators responsible for such damage.

**HB 1302.** This bill amends RSA 36-A:3 and enables towns to either appoint or elect members of their conservation commissions, which currently may be appointed by the governing body only.

## Calendar Changes

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## Bulletin #21: Costly RTK Bill Advances & Other Updates from This Week

1 message

NHMA Government Affairs &lt;governmentaffairs@nhmunicipal.org&gt;

Fri, May 24, 2024 at 11:01 AM

To: Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

### New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

# LEGISLATIVE BULLETIN

Legislative Bulletin 21

2024 Session

May 24, 2024



[Live Bill Tracker](#)

## What Happens Now?

It has been a long and busy week! This week marked the last opportunity for the Senate and the House to act on bills. With two days of Senate actions and a full day of House actions, there were dozens of floor amendments offered, many bills were heavily amended, and omnibus bills created.

Many bills that passed over to the other body (i.e., House bills that went to the Senate and Senate bills that went to the House) have now been amended in that other body. Next week, both the House and Senate will have to decide what to do with these amended bills: whether to concur (agree and send the bill to the governor's desk), non-concur (not agree and let the bill die), or non-concur and ask for a committee of conference (try to negotiate a final agreement on the bill's language). We anticipate the Senate will disagree with many amendments adopted by the House and that the House will disagree with many amendments adopted by the Senate. Depending on the importance of the underlying bill, the originating body may decide to negotiate rather than simply kill the bill.

## Senate Passes Devastating Right to Know Law Bill

Late yesterday evening, the Senate passed [HB 1069](#), with a committee amendment, on a voice vote. As we wrote in [Bulletin #20](#), this costly bill would require that municipalities respond to requests for records from any person or entity—anywhere in the world, whether an individual or a corporation—and require that they send those records in the format requested (e.g., by mail or by email). This bill completely upends the Right to Know Law by turning the



law into a mandate to “send out” records and by removing the word “citizen” to replace it with “person.” This new mandate applies to cities, towns, schools, counties, all New Hampshire state agencies, and all other government entities in the state. Passage of this bill is particularly shocking given the ongoing challenges in state and local government to fill positions and retain qualified staff, since this new mandate will require more staff time for compliance.

We are concerned by what may happen next. **We strongly urge local officials to contact your representatives and explain to them how this new mandate would have taxpayers funding corporate research through a law meant to provide access to the citizens of New Hampshire about what their government is up to, and ask your representatives to vote to non-concur.** If the House does concur, the only remaining option is for the governor to see how devastating this legislation is for the taxpayers of New Hampshire and to veto the bill.

## Land Use Mandates

**Thank you to members who responded to our Legislative Alert earlier this week.** Your outreach on [HB 1291](#), the two-ADU mandate, was crucial in helping the Senate decide to Indefinitely Postpone that bill. That decision – along with your outreach to House members – helped ensure that the floor amendments proposed to unrelated bills ([SB 352](#), [SB 369](#), [SB 373](#), [SB 393](#), [SB 409](#), [SB 469](#), and [SB 527](#)) that replicated [HB 1291](#)'s language were never offered.

Unfortunately, the House did attach the language of [HB 1400](#), the one-parking-space mandate, to [SB 503](#) via a floor amendment. (However, the Senate *also* placed its Senate-passed language for [SB 503](#) on [HB 1179](#).) Meanwhile, the Senate passed an amendment to [HB 1400](#) that would mandate two-parking spaces only (instead of one), and attached the language of [SB 538](#), the Senate “HOMEnibus” housing bill (as amended by the Senate), *plus* unrelated language related to squatters. [HB 1400](#) now goes to the House to decide whether to concur, non-concur, or non-concur and ask for a committee of conference. And, of course, the Senate will also be asked whether to concur, non-concur, or non-concur and ask for a committee of conference on [SB 503](#). (Phew! We hope you followed that.)

[SB 527](#), the Senate student housing study committee bill, passed the House on a division vote of 199-154, without the House Special Committee on Housing's amendment, which contained the language of [HB 1281](#). Therefore, the bill the House passed only creates a study committee on student housing.

## Finance-Related Bills

In another attempt to solidify the House support for [HB 1279](#), House [floor amendment 2024-2113h](#) was offered on an unrelated bill, [SB 311](#). [HB 1279](#) would require the state pay 7.5 percent of local employer retirement contributions for Group I teachers and Group II police and fire members on an ongoing basis. Unfortunately, the amendment failed in a very close [roll call vote of 177-183](#).

The House attached the language of [HB 1466](#), which would establish a recovery fund and provide disaster relief grants of up to \$100,000 to municipalities following a natural disaster, to [SB 499](#) in a division vote of 189-181. The Senate had voted to send [HB 1466](#) to Interim Study last week.

The House also sent [SB 553](#), requiring the investment advisor for the public deposit investment pool to maintain funds in a particular manner, to Interim Study, after the motion of Ought to Pass with Amendment failed on a division vote of 176-190. However, the Senate attached the original language of [SB 553](#) onto an unrelated bill, [HB 1241](#), by floor amendment.

On the other side of the wall, the Senate voted Inexpedient to Legislate on [HB 1451](#), which would require that mandatory overtime be reported as part of the full base rate of compensation. The fiscal note estimates the employer costs up to \$15.25 million dollars annually and increasing proportionally with salary increases. This represents an estimated rate increase of 0.21 percent for police and .020 for fire.

The Senate also passed an amended version of [HB 1647](#). This bill will now apply only to the approximately 1,640 members of Group II tier B. The Senate Finance Committee's amendment will increase the multiplier for the Group II members after 15 years of service. With a state appropriation of \$26 million to pay the upfront cost to the unfunded actuarial accrued liability (UAAL), the annual costs to cities and towns are estimated at \$900,000.

Finally, the Senate rejected the committee's recommendation of Interim Study on [HB 1187](#), instead passing the bill with a floor amendment that clarifies that energy projects under [RSA 21-I:19-d](#) (Energy Performance Contracting) will be exempt from the statute's prohibition on using [RSA 33:7-e](#) for purchases that become fixtures of real property, but other building or facility improvements that become fixtures related to the installation, purpose, or operation of leased equipment shall not be financed through lease agreements.

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