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Law



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 10, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

(1) Authorize the Department of Environmental Services (NHDES) to enter into an agreement with New England Waste Services of ME, Inc. (VC# 500376-B001) in the amount of \$1,229,251.00 for biosolids transportation and disposal services at the Franklin Wastewater Treatment Facility, with the option to extend the contract for additional years, effective as of July 1, 2024 through June 30, 2027, upon Governor and Council approval. 100% WRBP Funds.

(2) Further authorize NHDES to establish a contingency amount of \$75,000 to cover unforeseen costs that may be incurred during the contract period, effective as of July 1, 2024 through June 30, 2027, upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget office, if needed and justified. Funding for FY2026-2027 is contingent upon continued appropriation and availability of funds.

03-44-44-442010-1300-048-500226

Dept. Environmental Services, Winnepesaukee River Basin, Buildings & Grounds

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingent Costs</u>	<u>Total Amount</u>
2025	\$389,925.00	\$25,000.00	\$414,925.00
2026	\$409,421.25	\$25,000.00	\$434,421.25
2027	<u>\$429,904.75</u>	<u>\$25,000.00</u>	<u>\$454,904.75</u>
Total Contract Price Limitation	\$1,229,251.00	\$75,000.00	\$1,304,251.00

EXPLANATION

The Franklin Wastewater Treatment Plant (WWTP) is the regional treatment facility owned by the state and operated by NHDES under the Winnepesaukee River Basin Program (WRBP). The major components of the WRBP system include 14 wastewater pumping stations, 55 miles of large diameter interceptor sewers, a maintenance compound in Laconia, and the Franklin WWTP that currently treats an average of 5.5

million gallons per day of wastewater. The WRBP operates these facilities on behalf of the ten (10) members served by the system – Bay District (sewered portions of Moultonborough and Center Harbor), Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, Franklin, and the Lakes Region Facility. The WWTP also provides septage disposal services to over 80 communities throughout New Hampshire. This agreement provides for the continued operation and management of a program for managing the residuals (biosolids) created by the wastewater treatment processes at the Franklin WWTP.

A Request for Proposals (RFP) was prepared and sent to fourteen (14) firms known to perform wastewater sludge (biosolids) management services. The RFP was also advertised in The Union Leader newspaper and posted on the Department of Administrative Services Purchase and Property website. The WRBP requested that options, including but not limited to, off-site composting, land application, and landfilling be submitted for consideration. Each firm was required to provide a primary and a contingent outlet that could manage all of the WRBP's biosolids volume for the term of the contract. The 3-year service term in this contract, with the option to extend the contract for additional terms, provides the WRBP with the assurance of a stable contractor to provide for the continued transport and dispose of the biosolids currently produced by the Franklin WWTP. The WRBP will continue to evaluate compliant, long term management options for its biosolids.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Basis of Award</u>
New England Waste Services of ME, Inc. Portsmouth, NH	\$1,304,251.00
Normandeau Trucking, Inc. Groveton, NH	\$1,422,431.00
Resource Management, Inc., Holderness, NH	\$1,966,759.15
EC Shinn Trucking, Epping, NH	\$2,441,956.00
Denali Russellville, AR	Submitted a No Bid Response
Waste Management, Rochester, NH	Cannot handle the total volume
A-1 Environmental Services Moody, ME	No Response
DC Slocomb Co., Inc. Lyndeborough, NH	No Response
Monadnock Disposal, Jaffrey, NH	No Response
Naughton & Son Recycling, Bradford, NH	No Response
Triumverate Environmental, Somerville, MA	No Response
Up with the Sun Trucking, Raymond, NH	No Response
Goulet Trucking S. Deerfield, NH	No Response
Englobe, Canada	No Response

As a result of the quotes and due diligence to confirm the qualifications and capabilities of the respondents, we wish to award the contract to New England Waste Services of ME, Inc. Compensation is based on the cost per ton of biosolids transported and disposed at primary and alternative locations as detailed on Exhibit C. The volume of biosolids generated has been estimated at 2400 tons per year based on the average of the previous 5 years. Accordingly, the total contract cost in any year depends upon the actual quantity of biosolids produced at the WWTP during that year, which is related to the loading the

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plant receives from users connected to the sewer system and septage received at the plant. A contingency of \$25,000 per fiscal year for unforeseen expenses or management of above average biosolids volumes is also described on Exhibit C.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP's operation.

This contract has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

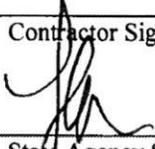
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name New England Waste Services of ME, Inc.		1.4 Contractor Address 755 Banfield Road, Suite 210 Portsmouth, Nh 03801	
1.5 Contractor Phone Number 603-290-5809	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$1,304,251.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-9930	
1.11 Contractor Signature  Date: 6/13/21		1.12 Name and Title of Contractor Signatory Robert Cappadona, Vice President New England Waste Services of ME, Inc.	
1.13 State Agency Signature  Date: 6/13/24		1.14 Name and Title of State Agency Signatory Robert R Scott Commissioner, NH DES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/13/21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials *RJC*
Date *6/12/24*

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials RTC
Date 6/10/21

EXHIBIT A – SPECIAL TERMS and PROVISIONS

EXCEPTION TO STATE OF NEW HAMPSHIRE STANDARD TERMS: Paragraphs 5.4 of Form Number P-37 (version 2/23/2023)9.1 (Termination for Convenience) notice timeframe shall increase from 30 to 90 days.

General. Unless otherwise mutually agreed, service is provided during the regular business hours, Monday – Friday, exclusive of holidays.

Transportation. Customer will utilize appropriate collection container(s) and will load containers evenly, to the level specified. All loads will be filled to a minimum amount of tons per load specified (the "Minimum Load"). All loads will be weighed on a certified scale. Customer will not exceed maximum load specifications of New England Waste Services of ME, Inc.,.

Residuals Analyses. Customer will pay for all laboratory analysis of residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated by this Agreement, including those required by applicable facility permits.

Price. Customer will compensate New England Waste Services of ME, Inc., at the rate specified per wet ton of residuals, inclusive of transportation and fees as per Exhibit C. Annual quantities of biosolids is estimated at 2,400 wet tons per year.

Minimum Load Charge with exception as defined in Exhibit B. A charge will be made for the Minimum Load at the rates specified by volume (tons) in the event that Customer fails to provide the Minimum Load specified.

Quality Standard. Customer warrants that biosolids the requirements and guidance of the analytical reports included with bid materials and shall further meet the requirements and guidance of applicable laws, regulations, state guidance documents, and permits for the uses contemplated by this Agreement, including any requirements and guidance that is specific to the management of emerging contaminants. Customer warrants that the residuals are not classified as, nor contaminated by toxic materials or hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. Residuals are not frozen and are free of any trash, free of excessive malodors, hazardous waste, or other debris and meet the specified minimum percentage of solids as provided in Exhibit B and attachments thereto. Residuals to be recycled shall not have a PFOA or PFOS concentration above 20 ppb. Residuals to be disposed shall not have a PFAS (sum of 6- PFOS, PFOA, PFHpA, PFNA, PFHxS, PFDA) content above 150 ppb. The WWTP shall provide New England Waste Services of ME, Inc., with not less than twenty-four (24) hours' notice in the event of changes in process or quality of residuals that may impact odors. Customer is responsible for and will ensure that malodors will be addressed. Together these provisions constitute the "Quality Standard." Materials that do not meet the Quality Standard shall be deemed Non-Conforming Waste.

Regulatory. Customer is responsible for and agrees to complete and execute New England Waste Services of ME, Inc.'s standard "Waste Characterization Form" and to provide test data and analysis as required by New England Waste Services of ME, Inc.,.

Title. Title to residuals shall pass to New England Waste Services of ME, Inc., when it removes residuals from Customer's custody and control, or in the case where New England Waste Services of ME, Inc., does not provide transportation, upon receipt at New England Waste Services of ME, Inc.'s facility. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

RJC
6/13/24

EXHIBIT A – SPECIAL TERMS and PROVISIONS - Continued

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

RTC
4/13/24

EXHIBIT B
SCOPE OF SERVICES – Continued

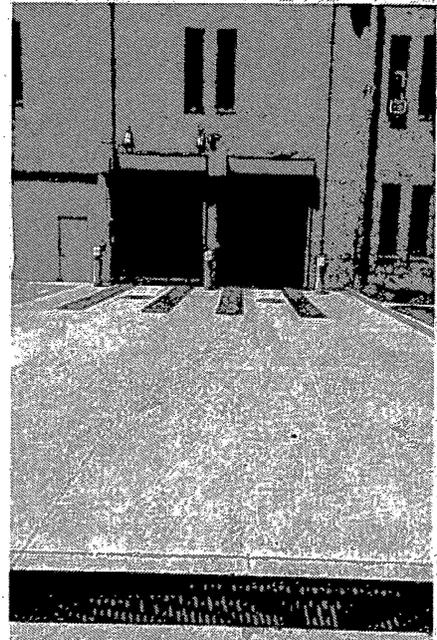
Background

The WRBP Franklin WWTP, located at 528 River Street in Franklin, NH, is a wastewater facility with an average daily flow of 6.2 million gallons per day and a sanitary design capacity of 11.5 million gallons per day. The WWTP operates anaerobic digesters which digest both primary and secondary sludge. Sludge is presently dewatered via centrifuges, Monday through Friday, to create biosolids. The biosolids generated at this facility are designated Class B Biosolids after the anaerobic digestion and dewatering. Biosolids are collected into one of two (2) 40-yard, roll-off containers owned by the WRBP that have custom, automated leveling devices. The roll-offs are located in the two garage bays beneath the dewatering room (see photo below).

Scope of Work

The contractor shall:

- Provide adequate transportation services to complete the scope of work;
- Coordinate with other agencies, municipalities, or third parties as may be required for the compliant disposal or processing of WRBP biosolids;
- Provide and maintain sufficient transport vehicles and equipment;
- Provide and maintain an adequate means of communication;
- Deliver all biosolids to a permitted disposal or processing/land application facility,
- Compliant land application of Biosolids, as applicable;
- Adhere to all safety requirements of WRBP, NHDOT, and each disposal location; and
- Meet all Federal, State, and local regulations relevant to the work.



The selected service provider (contractor) shall provide transportation and disposal services for dewatered sludge cake (biosolids) generated by the Franklin Wastewater Treatment Plant (Franklin WWTP). The contractor can use WRBP pre-approved disposal facilities or propose new disposal options, as necessary and pre-approved by the WRBP. The contractor will deliver the biosolids to the end disposal site during their normal operating hours. The contractor will be provided 24/7/365 access to where the transportation containers are located at the Franklin WWTP. The Franklin WWTP will notify the contractor once the roll-off containers are filled or expected to be filled. Within 24 hours after notification, the container(s) shall be hauled offsite. Contractor shall have the capability to remove, transport, and return one or both roll-offs within the same day so uninterrupted dewatering operations can proceed.

The contractor shall provide and maintain at least 3 means of communication. The WRBP's dewatering process requires an empty container on site in a garage bay at 7:00 am each day Mon-Fri. Failure to provide prompt response to WRBP notifications or violations of any other terms of the contract may void the contract.

The contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. It shall be the sole responsibility of the contractor to comply with all local, state, and federal rules and regulations in the commission of the work.

EXHIBIT B
SCOPE OF SERVICES – Continued

The Merrimack Wastewater Treatment Facility ("Merrimack"), located at 36 Mast Road, Merrimack, NH 03054, is the current alternative currently in use for WRBP biosolids composting/disposal. For Alternative #1, the contractor shall be responsible for creating a schedule with Merrimack in order to complete the scope of work. The contractor must notify Merrimack at least 24 hours ahead of each load that is unscheduled or requires special accommodation to ensure that Merrimack is prepared to accept the load at their onsite composting facility. Each load will be weighed at Merrimack with a tipping fee of \$76.14/wet ton delivered effective April 1, 2024; with an anticipated increase of 3% each April 1st over the contract period. These tipping fees will be used to calculate base service costs as delineated in Exhibit C. The contractor must obey all transportation requirements of Merrimack and may only dump between the hours of 7:00 am and 2:00 pm. Merrimack shall be paid by the contractor within 30 days of their invoicing the contractor. Contractor shall be required to co-sign the Merrimack permit for the WRBP; thus, acknowledging their willingness to abide by its terms.

For Alternative #2, the contractor shall be responsible for transportation and compliant land application or disposal of WRBP biosolids including test/certify biosolids as necessary for proposed biosolids management methodology, report non-conformances, stockpile and perform soil amendment as necessary to create a product appropriate for land application, and provide documentation verifying complaint disposal/processing, and provide any and all necessary regulatory reports and compliance documents as necessary for submission {ex. Annual Biosolids Quality Certificate Holder Report and Biosolids Generator Certificate for the WRBP (SQC-9706)}.

In the case that a contingent location or facility is necessary due to an operational upset or unforeseen event, the WRBP will communicate with the contractor and provide adequate notice of any changes in arrangements with the contingent disposal locations. In this case, the contractor may have to utilize public scaling facilities for weight determination. The contractor shall be responsible for any required notifications to the contingent or alternate facility prior to delivery.

In the event that the contractor needs to subcontract any work to fulfill their responsibilities under this contract, subcontractor(s) needs to be pre- approved by the WRBP.

Estimated Quantities

The Franklin WWTP generates approximately 2,400 wet tons of biosolids per year. The contract assumes 2300 wet/tons per year based on the average of the past five years (see Attachment); however, there is no guarantee of this amount and no change to the base cost per wet ton shall be made during the contract for amounts less than or greater than this volume. Contractor shall be paid only for the actual tonnage of biosolids managed and for negotiated fees on a per event basis as per Exhibit C. On average, two (2) to four (4), 40-yard roll-off containers are filled each week; each roll-off containing 15-17.5 wet tons. Both containers may be filled in one day during periods when both centrifuges are operational. This typically occurs during summer and early fall, but may occur at other times during the year. It is estimated that 130-150 transport loads would be conducted during each fiscal year. However, future upgrades to the Franklin WWTP solids handling processes may change the volume or consistency of biosolids produced.

Determination of Quantity Removed

Each load shall be weighed once removed from the Franklin WWTP. Public scales shall be used in the absence of scales at disposal locations. Weigh tickets shall form the basis for payment per ton or per load. Contractor shall be paid only for the actual tonnage of biosolids managed and for negotiated fees on a per event basis. Costs for loads that cannot be weighed shall be the average tons/load from the previous calendar month. Costs for "light" loads less than 15 wet tons shall be the actual cost of tons transported and disposed unless the container is removed prior to filling at the request of the WRBP. In that case, the minimum 15 ton/load cost shall apply.

EXHIBIT B
SCOPE OF SERVICES – Continued

Equipment and Transportation

The WRBP will furnish the specially equipped roll-off containers. The contractor shall immediately report any problems with, or damage to, the WRBP roll-offs. The contractor shall provide and maintain transport vehicles and any and all necessary licenses, permits and approvals to complete the scope of work. General requirements for vehicles hauling biosolids are that the hauler is licensed and permitted to transport this material. The trucks used for transport shall have a valid Sludge Hauler Permit in accordance with New Hampshire Department of Environmental Services Env-Wq 800 regulations. The contractor is responsible for their own sludge hauler reporting. The contractor's equipment for loading and transport of the roll-offs shall be compatible with the loading area. Equipment shall be maintained in a condition acceptable to the WRBP.

All haul routes to any permitted disposal site in any jurisdiction shall be determined in accordance with all applicable federal, state, and local laws, ordinances, permits, rules, and regulations. Artificially altering the weight or route of any load is strictly prohibited.

No biosolids may be utilized or disposed of improperly or in a non-approved manner. To do so will constitute a violation of the contract between the respective parties. The contractor will assume all responsibility for the safe handling, transport, and disposal (if applicable per Alternative #2 or contingent location disposal) of the biosolids. The container used for hauling biosolids must be empty when returned to the Franklin WWTP.

Safety

Please note that there is a 30 MPH speed limit on the Franklin WWTP access road and a 10 MPH limit on the WWTP grounds. The contractor shall obey all safety requirements of the WRBP, each disposal location, and all local, state, and federal rules and regulations pertinent to the work. It is the contractor's responsibility to understand those requirements. The contractor will be responsible for the injury, repair, replacement, or restoration of any damages to the WRBP Franklin WWTP and/or disposal location's personnel, facilities, equipment, or grounds.

The WRBP reserves the right to request the contractor to reassign any employee whose actions are not consistent with the industry standard of care. Upon request, the firm shall meet with the WRBP either in person or via telephone conference call regarding possible necessary corrective actions.

Spills and Clean-Up

The contractor shall keep his hauling route, equipment, and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during transportation of biosolids. The contractor shall notify the Franklin WWTP immediately should any spill occur which violates any permit condition or applicable regulation of any entity having jurisdiction over the hauler's operation. The contractor shall comply with Env-Wq 805.12 accidental release requirements. The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the contractor and conducted by the contractor, or at his sole expense, in accordance with all applicable laws.

Invoicing and Reporting

The contractor shall submit invoices to the Franklin WWTP at least a monthly basis. Since part of a state agency, the WRBP has net 30 days payment terms. The contractor is responsible for payment to third parties including, but limited to, tipping fees, scale fees, permit fees, etc. to maintain their ability to fulfill the contract scope of service. For example, Merrimack will not allow biosolids receiving for composting/disposal if their tipping fees are not paid in a timely fashion. Weekly or bi-weekly invoicing to the WRBP by the contractor is allowed but the contractor shall still be responsible for such payments even if WRBP remittance has not been received.

EXHIBIT B
SCOPE OF SERVICES – Continued

The invoices shall show the basis for payment (hours/percentage/mileage) per the contract terms and as noted in Exhibit C. The invoices will be subject to verification and approval by the Franklin WWTP and, in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any supporting documents (ex. tipping fee invoice from disposal site and weigh ticket).

The contractor shall accompany each invoice with a report or weight ticket documenting the weight of each load, the disposal location, date of removal, date of delivery, truck number, and driver's name.

The request for proposals dated April 26, 2024 plus all exhibits and attachments and any addenda issued by the WRBP are incorporated herein by reference as if fully set forth herein.

RSE
6/12/24

EXHIBIT "C" COST & TERMS OF PAYMENT

1A. Primary Outlet - Casella NCES Landfill Bethlehem, NH

	Example	FY25	FY26	FY27
Tipping Fee <i>Assume 5%/yr increase or as provided by facility</i>	\$/wet ton	155.00		
Transportation & Disposal	\$/Wet Ton	15%	\$ 150	\$ 158
Transportation costs:				
Option #1: \$/load	\$/load	\$ 2,000		
or		or		
Option #2: \$/hr (1 load max of 5 hours)	\$/hr			
or		or		
Option #3: \$/mile (Max 150 miles RT) (if scale available at landfill - no scale fees apply)	\$/mile			

Biosolids Costs/FY Calculation for Contingency #1 Location:

	Example	FY25	FY26	FY27
Tipping fee costs:				
2400 wet tons/FY25 * Transport & Disposal	\$	524,400.00	360,000.00	
2400 wet tons/FY26 * Transport & Disposal	\$		378,000.00	
2400 wet tons/FY27 * Transport & Disposal	\$			396,912.00
10 loads/FY transportation under proposed option:				
10 loads * \$/load if option #1	\$	20,000	-	-
or		or		
10 loads * 5 hours * \$/hr if option #2	\$	-		
or		or		
10 loads * 150 miles * \$/mile if option #3 (second load delivered in one day is 1/2 the transport load cost)	\$	-		
Total Primary Outlet #1A Cost/FY:	\$	544,400	360,000.00	378,000.00

1B. Back-up Disposal #1 - NEWSVT (can accept all 2400 tons)

	Example	FY25	FY26	FY27
Tipping Fee <i>Assume 5%/yr increase or as provided by facility</i>	\$/wet ton	155.00		
Transportation & Disposal	\$/Wet Ton	15%	\$ 190	\$ 199.50
Transportation costs:				
Option #1: \$/load	\$/load	\$ 2,000		
or		or		
Option #2: \$/hr (1 load max of 5 hours)	\$/hr			
or		or		
Option #3: \$/mile (Max 150 miles RT) (if scale available at landfill - no scale fees apply)	\$/mile			

Biosolids Costs/FY Calculation for Contingency #1 Location:

	Example	FY25	FY26	FY27
Tipping fee costs:				
175 wet tons/FY25 * Transport & Disposal	\$	38,237.50	33,250.00	
175 wet tons/FY26 * Transport & Disposal	\$		34,912.50	
175 wet tons/FY27 * Transport & Disposal	\$			36,659.00
10 loads/FY transportation under proposed option:				
10 loads * \$/load if option #1	\$	20,000	-	-
or		or		
10 loads * 5 hours * \$/hr if option #2	\$	-		
or		or		
10 loads * 150 miles * \$/mile if option #3 (second load delivered in one day is 1/2 the transport load cost)	\$	-		
Total Back-up Disposal #1 Cost/FY:	\$	58,238	33,250.00	34,912.50

Initials: *RR*
Date: *6/13/24*

EXHIBIT "C" - CONTINUED

2. Contingent Outlet #1 - Merrimack, NH WWTP
 Estimated Tipping Fee/Wet Ton
 Tipping fees change April 1st; assumes 3%/yr increase

	Example	FY25	FY26	FY27
\$/Wet Ton	\$ 76.68			
Transportation & Disposal	15%	\$ 171.00	\$ 179.55	\$ 188.53
Transportation costs:				
Option #1: \$/load	\$ 1,000			
or				
Option #2: \$/hr (1 load max of 5 hours)				
or				
Option #3: \$/mile (Max 150 miles RT)				
<i>(scale available at Merrimack WWTP - no scale fees apply unless Merrimack scale is documented as not operational)</i>				

Biosolids Costs/FY Calculation for Merrimack WWTP:
 Tipping fee costs:

	Example	FY25	FY26	FY27
175 wet tons/FY25 * Transport & Disposal	\$ 15,432	\$ 29,925		
175 wet tons/FY26 * Transport & Disposal			\$ 31,421	
175 wet tons/FY27 * Transport & Disposal				\$ 32,993
10 loads/FY transportation under proposed option:				
10 loads * \$/load if option #1	\$ 10,000			
or				
10 loads * 5 hours * \$/hr if option #2				
or				
10 loads * 150 miles * \$/mile if option #3				
<i>(second load delivered in one day is 1/2 the transport load cost)</i>				
Total Contingency #1 Cost/FY:	\$ 25,432	\$ 29,925.00	\$ 31,421.25	\$ 32,992.75

3. Contingent Outlet #2 - Turnkey Transport & Land Application of Biosolids

Estimated Tipping Fee/Wet Ton
 Assume 5%/yr increase or as provided by facility

Tipping Fee mark-up %/wet ton

Transportation costs:

	Example	FY25	FY26	FY27
\$/Wet Ton	\$ 155.00	No bid	No bid	No bid
%/Wet Ton	15%			
Transportation costs:				
Option #1: \$/load	\$ 250			
or				
Option #2: \$/hr (1 load max of 5 hours)				
or				
Option #3: \$/mile (Max 150 miles RT)				

Biosolids Transport & Land Application Costs/FY Calculation:
 Tipping fee costs:

	Example	FY25	FY26	FY27
(17.5 T*10 loads = 175) wet tons/FY25 * \$190/T * proposed % mark-up	\$ 31,194			
(17.5 T*10 loads = 175) wet tons/FY26 * \$200/T (estimated @5% increase)* proposed %mark-up				
(17.5 T*10 loads = 175) wet tons/FY27 * \$210/T (estimated @5% increase)* proposed %mark-up				
10 loads/FY transportation under proposed option:				
10 loads * \$/load if option #1	\$ 2,500			
or				
10 loads * 3 hours * \$/hr if option #2				
or				
10 loads * 100 miles * \$/mile if option #3				
<i>(if scale available at landfill - no scale fees apply)</i>				
Total Contingency #2 Cost/FY:	\$ 33,694			

Initials **BJC**
 Date **6/15/24**

EXHIBIT "C" - CONTINUED

4. Contingent Outlet #3 - Waste Management Landfill Rochester, NH

	Example	FY25	FY26	FY27
Tipping Fee				
\$/wet ton	155.00	No bid	No bid	No bid
<i>Assume 5%/yr increase or as provided by facility</i>				
Tipping Fee mark-up %/wet ton (rounded up)				
%/wet ton	15%			
Transportation costs:				
Option #1: \$/load	\$/load	\$ 1,000		
		or		
Option #2: \$/hr (1 load max of 3 hours)	\$/hr			
		or		
Option #3: \$/mile (Max 100 miles RT)	\$/mile			
		or		
(if scale available at landfill - no scale fees apply)				

Biosolids Costs/FY Calculation for Contingency #3 Location:

	Example	FY25	FY26	FY27
Tipping fee costs (estimated - actual tipping fees shall be basis of invoice):				
(17.5 T*10 loads = 175) wet tons/FY25 * \$190/T * proposed % mark-up	\$ 38,238			
(17.5 T*10 loads = 175) wet tons/FY26 * \$200/T (estimated @5% increase) * proposed %mark-up		\$		
(17.5 T*10 loads = 175) wet tons/FY27 * \$210/T (estimated @5% increase) * proposed %mark-up				\$
10 loads/FY transportation under proposed option:				
10 loads * \$/load if option #1	\$ 10,000	\$ -	\$ -	\$ -
or	or	or	or	or
10 loads * 3 hours * \$/hr if option #2	\$ -	\$ -	\$ -	\$ -
or	or	or	or	or
10 loads * 100 miles * \$/mile if option #3	\$ -	\$ -	\$ -	\$ -
(if scale available at landfill - no scale fees apply)				
Total Contingency #3 Cost/FY:	\$ 48,237.50	\$ -	\$ -	\$ -

EXHIBIT "C" - CONTINUED

5. Contingency Outlet #4 - To RMI facility in Holderness, NH or out-of-distance miles to one of their permitted land application sites in NH

	Example	FY25	FY26	FY27
Tipping Fee				
\$/wet ton	155.00	No bid	No bid	No bid
<i>Assume 5%/yr increase or as provided by facility</i>				
Tipping Fee mark-up %/wet ton				
%/wet ton	15%			
Transportation costs:				
Option #1: \$/load to Holderness, NH	\$/load	\$ 1,000		
		or		
Option #2: \$/hr to other locations (3 hours max.)	\$/hr			
		or		
Option #3: \$/mile to other locations (100 miles RT max.)	\$/mile			
		or		
Tipping fee costs (estimated - actual tipping fees shall be basis of invoice):				
(17.5 T*30 load = 525) wet tons/FY25 * \$155/T * proposed % mark-up	\$ 93,581			
(17.5 T*30 load = 525) wet tons/FY25 * \$163/T (estimated @5% increase) * proposed % mark-up		\$	\$	
(17.5 T*30 load = 525) wet tons/FY25 * \$172/T (estimated @5% increase) * proposed % mark-up				\$
10 loads/FY transportation under proposed option:				
30 loads * \$/load if option #1	\$ 30,000	\$ -	\$ -	\$ -
or	or	or	or	or
30 loads * 3 hours * \$/hr if option #2	\$ -	\$ -	\$ -	\$ -
or	or	or	or	or
30 loads * 100 miles * \$/mile if option #3	\$ -	\$ -	\$ -	\$ -
Total Contingency #4 Cost/FY:	\$ 123,581	\$ -	\$ -	\$ -

Initials *RJC*
Date *6/12/24*

EXHIBIT "C" - CONTINUED

	Example	FY25	FY26	FY27
6. Contingency Outlet #5 - Hauling to locations on the WRBP Franklin WWTP Property				
\$/event (up to 2 loads/event) <i>(Fuel surcharge above \$4/gallon applies in addition to \$/event as % above base cost.)</i>	\$/event \$ 750.00	No bid	No bid	No bid
10 events/FY	\$ 7,500.00			
Total Contingency #5 Cost/FY:	\$ 7,500.00			

	Example	FY25	FY26	FY27
7. Public scale fee/weighting event				
\$/event	\$ 750.00	No Bid	No Bid	No Bid
10 events/FY under this option:	\$ 7,500.00			

	Example	FY25	FY26	FY27
8. Diesel Fuel Surcharge Schedule (to be attached as part of submittal)				
\$/gallon threshold before surcharges begins in each FY <i>(schedule applicable to all locations)</i>	\$/gal \$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00

	Example	FY25	FY26	FY27
9. Other costs or options: describe _____				
Unit of measure (\$/hour, each, etc.) _____				
Quantity per FY: _____	\$/Hr	No Bid	No Bid	No Bid

	Example	FY25	FY26	FY27
10. Other costs or options: describe _____				
Unit of measure (\$/hour, each, etc.) _____				
Quantity per FY: _____	\$/FY	No Bid	No Bid	No Bid

	Example assumes Alternative 1A	FY25	FY26	FY27
Total Base Service Costs (Item 1A or 1B) + Contingency Costs (Items 2-6 Only)/FY	\$/FY 749,150.60	389,925.00	409,421.25	429,904.75
Sum of Contingency Items 7 or \$25,000/FY allowance; whichever is greater	\$/FY \$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Total/FY	\$/FY \$ 774,150.60	\$ 414,925.00	\$ 434,421.25	\$ 454,904.75
Total Contract Price Limitation (FY25+FY26+FY27)	\$ 1,304,251.00			

Initials: *RJC*
Date: *6/15/24*

EXHIBIT "C" - CONTINUED

Diesel Fuel Surcharge Schedule

Surcharge applies above \$4/gallon in \$0.25/gallon increments

>\$7.00/gallon would continue in equal increments based on per load fee or % over base year FY25

Diesel Price	FY25	FY26	FY27
\$/gallon	\$/load	\$/load	\$/load
\$4.00			
\$4.25			
\$4.50			
\$4.75			
\$5.00			
\$5.25			
\$5.50			
\$5.75			
\$6.00			
\$6.25			
\$6.50			
\$6.75			
\$7.00			

FY26% Increase
No Bid

FY27% Increase
No Bid

OR

>\$7.00/gallon would continue in equal increments based on per Ton tipping fee or % over base year FY25

Diesel Price	FY25	FY26	FY27
\$/gallon	\$/Ton	\$/Ton	\$/Ton
\$4.00			
\$4.25	\$ 0.75	\$ 0.79	\$ 0.82
\$4.50	\$ 1.50	\$ 1.58	\$ 1.65
\$4.75	\$ 2.25	\$ 2.37	\$ 2.48
\$5.00	\$ 3.00	\$ 3.16	\$ 3.31
\$5.25	\$ 3.75	\$ 3.95	\$ 4.14
\$5.50	\$ 4.50	\$ 4.74	\$ 4.97
\$5.75	\$ 5.25	\$ 5.53	\$ 5.80
\$6.00	\$ 6.00	\$ 6.32	\$ 6.63
\$6.25	\$ 6.75	\$ 7.11	\$ 7.46
\$6.50	\$ 7.50	\$ 7.90	\$ 8.29
\$6.75	\$ 8.25	\$ 8.69	\$ 9.12
\$7.00	\$ 9.00	\$ 9.48	\$ 9.95

FY26% Increase
No Bid

FY27% Increase
No Bid

Initials **RSC**
 Date **6/15/24**

EXHIBIT "C" - CONTINUED

Terms:

July 1, 2024 to June 30, 2027

b7c
6/19/24

1. This contract is for a period from ~~June 30, 2024~~ to ~~July 1, 2027~~ (FY25-FY27). The state fiscal year (FY) is from July 1st to the following June 30th.
2. Contract Price Limitation is the sum of base service costs (Alternative #1 or #2 chosen in Item 1) plus contingency costs Items 2-5 for FY25-27 plus contingency cost Items 6-9 for FY25-27 or \$25,000/FY; whichever is greater. Estimated values for tipping fee and quantities were used for determine basis of award and the contract amounts/FY.
3. Actual tipping fees, quantities, and contingent costs shall be the basis of payment under this contract.
4. The allowance in each FY may be used in the event that more than 2400 wet tons of biosolids are produced, the primary outlet cannot take the material or restricts the volume, or that other costs are incurred, including but not limited to those described above.
5. The WRBP reserves the right to use any alternative disposal location as may be in their best interest. The WRBP reserves the right to use contingency or allowance amounts for unforeseen costs not limited to the contingencies identified above.
6. Approval of this contract does not authorize any expenditure over the contract price limitation.
7. The contractor shall submit invoices and supporting documentation (i.e. weigh tickets) to the Franklin WWTP on, at least, a bi-weekly basis. The WRBP shall pay tipping fees to the transporter based on the weigh tickets provided by Merrimack for each load. The transporter invoices shall be itemized to show the basis for payment (hours/percentage/mileage) per the executed contract. The invoices will be subject to verification and approval by the Franklin WWTP and, in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any required supporting documentation.
8. The contractor shall accompany each invoice to the WRBP with a report documenting, at minimum, the weight of each load, the disposal location, date of removal, date of delivery, truck number, and driver's name.
9. The Merrimack disposal location or other third-party fees shall be paid by the contractor within thirty days; with any interest or surcharges for non-payment the sole responsibility of the transporter. The WRBP shall not reimburse costs for interest or penalties assessed to the transporter by Merrimack nor the additional cost to use contingent locations in the event that Merrimack refuses loads until payment is made.
10. Full transportation per load costs for light loads less than 15 wet tons will only be allowed if at the request of the WRBP. If transporter hauls a light load without such a request, the transportation costs shall be prorated based on the % of the load below 15 wet tons (ex. 12 tons/15 tons = 80% of the transportation cost). The WRBP shall pay the documented tipping fee for the full amount transported to the disposal outlet.

Initials
Date

b7c
6/15/24

State of New Hampshire

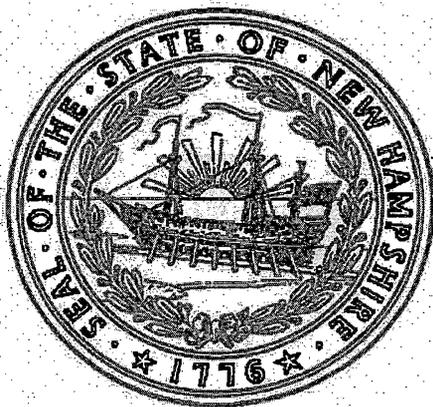
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND WASTE SERVICES OF ME, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on May 16, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 375271

Certificate Number: 0006702245



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 10th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY
New England Waste Services of ME, Inc

At a duly authorized meeting of the Board of Directors of New England Waste Services of ME, Inc., it was voted that John W. Casella, President & Secretary, and/or Robert Cappadona, Vice President, are each authorized to independently execute any and all contract documents including, but not limited to the P-37, Exhibits A, B, & C, Town of Merrimack, New Hampshire Wastewater Sludge Disposal Permit, and any additional documents related to the Contract Agreement with the Winnepesaukee River Basin Program (hereafter "WRBP"), for biosolids transportation and disposal services for materials from their Franklin Wastewater Treatment Plant in Franklin, New Hampshire.

In the name of and on behalf of New England Waste Services of ME, Inc., all such documents shall be valid and binding upon New England Waste Services of ME, Inc.

A True Copy Attested,

Company Name: New England Waste Services of ME, Inc.

Address: 755 Banfield Road, Suite 201
Portsmouth, NH 03801

Name & Title of Signatory: John W. Casella,
President and Secretary

Date: June 12, 2024

I hereby certify that I am the Secretary of New England Waste Services of ME, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above. Such amendment or rescission shall not take place without notice to WRBP.

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2024

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 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 Noyle Johnson Group an Alera Group Company 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton PHONE (A/C, No, Ext): (802) 223-7735 E-MAIL ADDRESS: casella@nwjinsurance.com	FAX (A/C, No): (802) 223-7515
	INSURER(S) AFFORDING COVERAGE	
INSURED New England Waste Services of ME, Inc. 755 Banfield Road Portsmouth NH 03801	INSURER A: Westchester Surplus Lines Ins Co	NAIC # 10172
	INSURER B: Old Republic Insurance Co.	NAIC # 24147
	INSURER C: The Cincinnati Casualty Company	NAIC # 28665
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** NEWSVT Concord 2024#2 **REVISION NUMBER:**

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 is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	G74302178_001	04/30/2024	04/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MSC-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X	MWTB 311995 24	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> 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	MWC 311994 24	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWZX 315503 24	04/30/2024	04/30/2025	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2024	04/30/2025	\$3M Excess \$7M Auto Liability 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NH Department of Environmental Services-WRBP, PO Box 68, Franklin NH 03235 and the Town of Merrimack, 6 Baboosic Lake Rd, Merrimack, NH 03054
The the State of New Hampshire NHDES-WRBP and the Town of Merrimack, NH Wastewater Treatment Facility is Additional Insured under the General Liability and Auto Liability Policies where required by written contract subject to the terms and conditions of each policy. 30-Day Notice of Cancellation applies.

CERTIFICATE HOLDER sharon.mcmillin@des.nh.gov NH Department of Enviornmental Services-WRBP PO Box 68 Franklin, NH 03235	CANCELLATION 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 Timothy Ayer/AUDREY
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

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 Arthur J. Gallagher Risk Management Services, LLC Park 7 12750 Merit Drive Suite 1000 Dallas TX 75251	CONTACT NAME: Katrina Sutton	
	PHONE (A/C, No, Ext): 972-663-6109	FAX (A/C, No):
E-MAIL ADDRESS: Katrina_Sutton@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Insurance America, Inc.		24554
INSURER B : Lloyd's Syndicate 3623 (Beazley Furlonge Limited)		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 777433540** **REVISION NUMBER: 1**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00075159LI24A	4/30/2024	4/30/2025	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 50,000,000 Participation below \$
	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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B B	Contractors Professional Liab Pollution Liability		W1E7A8230701 W1E7A4230701	4/30/2023 4/30/2023	6/30/2024 6/30/2024	E&O Limit/Aggregate \$10,000,000 Pollution Each Claim \$15,000,000 Pollution Aggregate \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When coverage for additional insured, waiver, and primary, non-contributory is included in the underlying General Liability, Auto, and Work Comp policies, the umbrella follows form per endorsement CUU 050-0805 for all applicable parties. Umbrella does not cover over pollution policy. Pollution limits do not stack. Umbrella policy follows form.

Umbrella Participating carriers:
 XL Insurance American, Inc. \$10,000,000 - Policy# US00075159LI24A
 Westchester Surplus Lines Insurance Company \$5,000,000 - Policy# G7180334A 005
 Aspen American Insurance Company \$15,000,000 - Policy# TBD
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Environmental Services - WRBP PO Box 68 Franklin, NH 03235	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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED New England Waste Services of ME, Inc. 755 Banfield Road Portsmouth, NH 03801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Axis Excess Insurance \$5,000,000 - Policy# P-001-001119654-02
CNA The Continental Insurance Company \$5,000,000 - Policy# 7036874181
Lexington Insurance Company \$5,000,000 - Policy# TBD
Landmark American Insurance Company \$5,000,000 - Policy# LHA600441

A 30 day notice of cancellation is included except 10 days for non-payment.