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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

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October 14, 2025

NOV 12 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with Hillmann Development Advisors, LLC (VC #558948-B001) Union, NJ in the amount of \$15,500 for the installation of one new monitoring well at the NH Winnepesaukee River Basin Program's (WRBP) Franklin Wastewater Treatment Plant, effective upon Governor and Council approval through June 30, 2026. 100% WRBP Funds.

Funding is available in the following account.

03-44-44-442010-1300-048-500226 FY26 \$15,500
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Repairs –Buildings & Grounds

EXPLANATION

The NHDES WRBP owns and operates the Franklin Wastewater Treatment Facility (WWTF) located at 528 River Street in Franklin, NH that currently treats an average of 5.5 million gallons per day of wastewater. The WRBP operates this facility on behalf of the ten 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.

Between approximately 1981 and 1996, a sludge monofill area was used for the disposal of wastewater sludge. Although the WRBP no longer disposes of sludge to this monofill, the WRBP is required to conduct groundwater monitoring activities in accordance with a Groundwater Discharge permit (Permit) which was last issued on February 15, 2023.

The Permit requires that the WRBP sample five (5) active monitoring well locations twice each year. In recent years, one of the monitoring wells could not be adequately sampled and attempts to redevelop it failed. To maintain compliance with the Permit, the WRBP is replacing the failed monitoring well with a new well and compliantly decommissioning the existing failed well.

A Request for Proposal (RFP) was prepared and advertised in the Union Leader newspaper. The RFP was also sent to eight firms known to provide this type of work and listed as NHDES' certified water well drillers. The RFP was also posted on the NH Department of Administrative Services Purchase and Property website. An initial,

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504
TDD Access: Relay NH 1-800-735-2964

unsuccessful solicitation yielded no responses, primarily due to the limited scope of work to install only one monitoring well (in an off-road location) or unfamiliarity with NH's groundwater monitoring well regulations versus drinking water well regulations. Therefore, the WRBP contacted several engineering firms and NHDES for recommendations of additional firms to contact and to provide input on the scope of our solicitation. Based on this additional information, the WRBP did a second solicitation and added eight additional firms to our direct solicitation list.

Responses to the RFP are as follows:

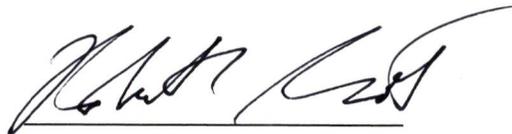
<u>Company</u>	<u>Bid Amount</u>
Hillmann Development Advisors, LLC., Union, NJ	\$15,500
Hartley Well Drilling, Inc., Chocorua, NH	No Response
Capital Well Co., Inc., Dunbarton, NH	No Response
Tasker's Well Co., Inc., Northwood, NH	No Response
Caswell Pump Co., Inc., Temple, NH	No Response
Cushing & Sons, Inc., Walpole, NH	No Response
New England Hydrofracturing, Windsor, NH	No Response
Plummer Well and Pump Service, Windsor, NH	No Response
Eurofins Environment Testing Northeast, LLC, Concord, NH	No Response
New England Boring Contractors, Derry, NH	No Response
Northern Test Boring, Inc., Gorham, ME	No Response
Terracon Consultants, Inc., Manchester, NH	No Response
Seaboard Drilling, LLC., Somersworth, NH	No Response
Maher Services, Inc., North Reading, MA	No Response
Recovery Drilling Services, Inc., Dudley, MA	No Response
Cascade Drilling LP, Gardner, MA	No Response

Based upon this sole response and subsequent due diligence, we wish to award the contract to Hillmann Development Advisors, LLC. We made inquiries to the NHDES Oil Remediation and Compliance Bureau, which routinely oversees such compliance monitoring activities, and they advised that the price provided by Hillmann Development Advisors, LLC was reasonable and customary for our scope of work and that Hillman had performed similar work in NH.

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 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

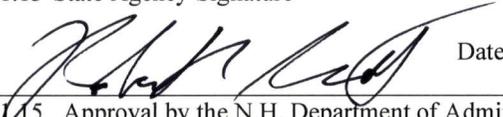
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03301	
1.3 Contractor Name Hillmann Development Advisors, LLC		1.4 Contractor Address 1600 Route 22 East, Suite #107, Union, NJ 07083	
1.5 Contractor Phone Number 908-688-7800	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$15,500.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 9/11/2025		1.12 Name and Title of Contractor Signatory John Lauretta Principal President	
1.13 State Agency Signature  Date: 10/16/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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: 10/23/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

**EXHIBIT A
SPECIAL TERMS AND CONDITIONS**

None.

EXHIBIT B SCOPE OF WORK

PROJECT BACKGROUND

Between approximately 1981 and 1996, the sludge monofill area (located to the northeast of the WWTF compound) was used for the disposal of wastewater sludge. In 1995, NHDES issued a Groundwater Management Permit (GMP) to the site. The GMP was renewed in 2002 and incorporated a condition to develop a Remedial Action Plan (RAP) to address the sludge monofill. In lieu of the RAP, the WRBP requested an alternative to convert the existing GMP into a Groundwater Discharge Permit (GWDP) which would allow the sludge to remain in place subject to continued water quality monitoring. The conversion from a GMP to a GWDP was approved and finalized on August 22, 2003. The WRBP conducts groundwater monitoring activities in accordance with Groundwater Discharge Permit No. GWP-198811021-F-005 (Permit) which was last issued on February 15, 2023, and is set to expire on February 14, 2028 (subject to renewal).

The Permit requires the WRBP to annually sample the five (5) active monitoring well locations (MW-1, MW-2, SH-2a, SH-3, SH-4) in May and November of each year. In recent years, a static water level could not be identified with a water level meter at monitoring well SH-4 during the November sampling events. This was true again in 2024 which prevented collection of a sample at this monitoring location. It was noted that the measured depth of SH-4 during the CY 2020 November sampling event was 24.97 ft. — roughly 7 ft. difference from the well's record construction depth of approximately 32 ft. This may indicate that the well's casing or screen may be compromised, leading to excessive silt build up within the well. A well depth measurement was conducted during the CY 2022 monitoring period to further verify this previous observation. On May 1, 2023, the WRBP attempted to redevelop SH-4. The WRBP's contractor was able to remove roughly 50 gallons of water and silt from the well. Samples were able to be collected from SH-4 during the CY 2023 sampling period; however, the WRBP was not able to collect samples during the November sampling event in CY 2024.

To maintain compliance with the GWDP, the WRBP is replacing the failed SH-4 monitoring location with a new well and decommissioning the existing, failed well.

EXISTING CONDITIONS

The WRBP prefers that the new well be within a 20ft radius of the existing SH-4 monitoring location so additional approvals are not required. SH-4 is located on the wood line of an active cornfield used by a farmer leasing the land from the City of Franklin. Access to the well is approximately 600 feet off the nearest paved surface and is located on City of Franklin land in the WRBP's Groundwater Monitoring Zone. Equipment will have to traverse off road through a grassy area to the existing monitoring well and proposed drilling location.

In 2002, boring logs of SH-4 indicated the following soil profile at this location:

Depth (ft.)	Stratum/Geologic Description
0-2	Loose, gray brown, fine SAND, little Silt, trace Organic material. Dry.
5-7	Loose, light brown, fine SAND, trace Silt, slight stratification, Dry.
10-12	Loose, light brown, fine SAND, trace Silt, stratified. Dry.
15-17	Loose, light gray, fine SAND, little Silt, stratified. Dry.
20-22	Loose, light gray, fine SAND, little Silt, stratified. Dry.
25-27	Medium dense, brown fine to coarse SAND, little Gravel, trace Silt. Wet.
30-31	Loose brown, fine to coarse SAND, little Gravel, trace Silt. Wet.
31-32	Stiff, olive clayey SILT grading to gray CLAY & Silt. Stratified Silt lenses throughout. Wet.

CONTRACTOR RESPONSIBILITIES

The contractor shall drill and develop a new monitoring well location to replace SH-4 at the Franklin WWTF and including, but not limited to, the following:

New Well Siting:

1. Determine the siting of the new well. It is preferred that the new monitoring well be within a 20-foot radius of the existing SH-4 monitoring location. Moving the monitoring location outside of this radius may need additional approval by NHDES' Groundwater Permits Coordinator. Such approvals, if necessary, shall be the responsibility of the contractor.
2. This work will need a Permit by Notification in accordance with Env-Wq 1406.05 (b). The contractor conducting the drilling shall provide the NHDES Shoreline Permitting Section, the Upper Merrimack Monitoring Program, the City of Franklin (property owner), and the farmer leasing the City of Franklin parcel with written notification of the general location and the type of work to be conducted at least 14 days prior to its commencement.
3. Since the location of this radius is located on a wood line of an active cornfield, vegetation removal may be necessary. The contractor shall work with the WRBP to determine the best location to install the new well. The WRBP can remove shrubbery while the contractor and/or their subcontractor shall be responsible for the removal of any trees over 6" diameter-at-breast height, as necessary.

New Well Construction and Development:

1. The well shall be constructed using a 2-inch O.D. flush jointed polyvinyl chloride (PVC) well materials machine-slotted [0.010-inch] well screen and solid riser pipe.
2. PVC casing should not be driven but slid into the drill hole. Steel casing may be driven, but a drive shoe should be used when driving it into the ground.
3. The depth of SH-4 is roughly 32-34 feet deep. The new well shall be constructed approximately 40 feet deep, if conditions allow. No well less than 34 feet shall be accepted.
4. An end cap shall be attached at the bottom of the well screen, and a silica sand pack placed between the screen and borehole annulus for the base of the screened interval to an approximate one foot above the top of the well screen.
5. A 2-foot-thick bentonite seal placed above the sand pack and the remainder of the borehole annulus filled with formation material to 1 foot below ground surface.
6. No solvents or glues shall be used in the well construction.
7. A lockable steel protective casing with a concrete surface seal shall be installed. Well riser shall be a minimum of 3 feet above ground level. Well shall be fitted with a secure tamper proof well cover.
8. Drilling fluids shall be that of potable water **only**, to prevent contamination of the well.
9. The well shall be developed to remove silts, clays, and drilling mud deposited in the borehole during the drilling process.
10. The contractor shall removal and dispose of all materials off site and complete site restoration, as necessary.
11. Any vehicles used shall be operated in a manner that minimizes disturbance to the natural woodland buffer and farmland.
12. Drilling operations shall be managed so as to have no impact on water quality.
13. Drill holes shall be back filled with drill spoil or clean fill or permanently cased.

EXHIBIT B SCOPE OF WORK

14. Drill cuttings not used to back fill drill holes shall be removed.
15. Equipment shall be operated and maintained to prevent spillage of fluids including, but not limited to, oil, gas, antifreeze, or hydraulic fluids.

New Well Documentation:

The contractor shall provide documentation in the form of a report and boring log, and shall include, but not be limited to, the following information:

1. Well location by GPS.
2. Well ID number for the new well (e.g. "SH-4a").
3. Well drillers name/organization and license number.
4. Depth drilled and depth of completed well (in feet).
5. Annular seal depth and material(s) used.
6. Depth and height above ground of all casings and liners, diameters, types of material (e.g. PVC, steel), and schedules or wall thicknesses.
7. Full description (material, size, quantity, etc.) and location by depth of all perforations, screens, pack, and any other component of the well.
8. Date and depth to static water level.
9. Ground, top of casing, PVC elevations. The vertical datum shall be provided.
10. The contractor shall submit the required Well Completion Report to the Water Well Board to include all required information such as construction details (depth, yield, etc.) along with information describing geologic materials and subsurface conditions at the well site. Information shall comply with RSA 482-B.
11. The contractor shall submit the "Well Completion Report" to the NHDES's OneStop "Water Well Inventory."

Old Well (SH-4) Decommissioning:

1. The existing well (SH-4) shall be decommissioned and sealed so that water cannot enter the aquifer from ground level.
2. Failed well shall be abandoned pursuant to the NHDES guidance document DWGB-1-7. Removal and disposal of all materials; site restoration as necessary.
3. The require Abandoned Well Registration Report shall be filed with the Water Well Board by the contractor within 90 days.

Safety and Compliance:

1. Compliance with all applicable state, local and federal laws and rules governing the work, shall be maintained. This includes the WRBP's Groundwater Discharge Permit and any well drilling or decommissioning requirements specific to NH (ex. WE 602.36).
2. The contractor shall be solely responsible for worker safety and maintaining a safe work environment.

Attachments:

1. "Site Characterization Report – Sludge Monofill," dated May 21st 2003 by Sanborn, Head & Associates.
2. Site Features Plan
3. The WRBP's Groundwater Discharge Permit ("198811021-F-006_WRBP")
4. Photos of SH-4 and surrounding area.

**EXHIBIT B
SCOPE OF WORK**

Information contained in the State's Request for Proposals dated June 24, 2025 and any addenda thereto are hereby included in Exhibit B by reference.

**EXHIBIT C
PRICE AND PAYMENTS TERMS**

I (We) agree to furnish the services specified in Exhibit B for the cost of:

1. Groundwater monitoring well decommissioning, new monitoring well drilling, development, and all documentation.”

Total price limitation \$ 15,500.00

Notes:

1. The contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of work. Approval of this work does not authorize any expenditure over the price limitation.

Hillmann Development Advisors, LLC
Company Name

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority

Limited Partnership or LLC Certification of Authority

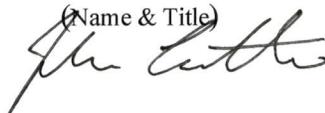
I, John Lauretta, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of Hillmann Development Advisors, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid unless rescinded or for ninety (90) days** from the date of this Corporate Resolution.

DATED: September 23, 2025

ATTEST: JOHN LAURETTA - PRESIDENT
(Name & Title)


State of New Hampshire

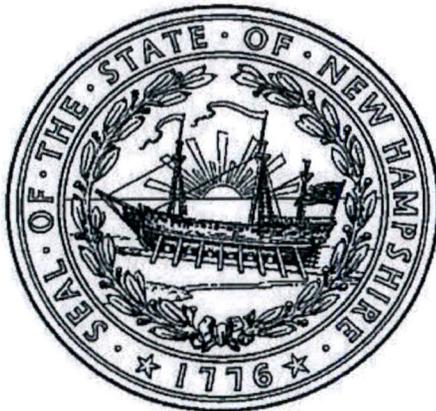
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HILLMANN DEVELOPMENT ADVISORS, LLC is a New Jersey Limited Liability Company registered to transact business in New Hampshire on August 23, 2023. 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: **940411**

Certificate Number: **0007287104**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of September A.D. 2025.

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

David M. Scanlan
Secretary of State



DACLLC0-01

SGRASSI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

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 Alliant Insurance Services, Inc. 331 Newman Springs Rd Ste 314 Red Bank, NJ 07701	CONTACT NAME: John Nordstrom PHONE (A/C, No, Ext): (732) 588-1106 FAX (A/C, No): (732) 530-4220 E-MAIL ADDRESS: john.nordstrom@alliant.com														
INSURED Hillmann Development Advisors, LLC 1600 Route 22 East Union, NJ 07083	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Underwriters at Lloyd's (Lloyd's of London)</td> <td style="text-align: center;">00000</td> </tr> <tr> <td>INSURER B : Allmerica Financial Alliance Insurance Company</td> <td style="text-align: center;">10212</td> </tr> <tr> <td>INSURER C : Praetorian Insurance Company</td> <td style="text-align: center;">37257</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters at Lloyd's (Lloyd's of London)	00000	INSURER B : Allmerica Financial Alliance Insurance Company	10212	INSURER C : Praetorian Insurance Company	37257	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ENVP0000315-24	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AWYJ255155-02	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		ENVX0000279-24	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X 202001524	12/18/2024	12/18/2025	<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
A	Professional Liab			ENVP0000315-24	12/18/2024	12/18/2025	Occur. & Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NAIC NUMBER FOR LLOYD'S POLICY: AA-1122000

The following entities are included as additional insured(s) where the above box is checked per attached endorsement(s) on the General Liability [GAP 10 05 7/1/2019; GAP 10 28 7/1/2019]; Auto Liability [461-0478 12 12]; Excess Liability [Endorsement #10, Form #Manuscript] when required by written contract or agreement, fully executed prior to the Named Insured's Work. Waiver of subrogation applies to those policies where the above box is checked per [GAP 10 30 4/1/2016; 461-0155 (9-97); WC 00 03 13 (4-84); CAPE PL 01 6/1/2016]. Primary & Non-Contributory on General Liability (GAP 10 05 7/1/2019); Auto Liability (461-0478 12 12) and Excess Liability (Endorsement #10, Form #Manuscript). Notice of Cancellation applies per the attached endorsement [GAP 10 07 6/1/2016]. SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03301	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Hillmann Development Advisors, LLC 1600 Route 22 East Union, NJ 07083 Union	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The entities included are: **New Hampshire Department of Environmental Services and Winnepesaukee River Basin Program.**