



**TOWN OF NEWMARKET, NEW HAMPSHIRE  
TOWN COUNCIL AGENDA**

**WEDNESDAY, OCTOBER 5, 2016, 7:00PM  
NEWMARKET TOWN HALL COUNCIL CHAMBERS**

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1. **Pledge of Allegiance**
2. **Public Forum** (*Public Forum is an opportunity for the public to address the Town Council. All comments should be addressed to the Chair of the Council. No person will be allowed to speak longer than five (5) minutes.*)
3. **Public Hearing - Resolution #2016/2017-04** – Accepting Gifts for the Christian Shoppmeyer Park
4. **Town Council to Consider Acceptance of Minutes**
  - a. September 14, 2016 Non-Public Special Meeting Minutes
  - b. September 21, 2016 Non-Public Meeting Minutes
  - c. September 21, 2016 Regular Meeting Minutes
5. **Report of the Town Administrator**
6. **Committee Reports**
7. **Old Business**
  - a. **Resolutions/Ordinances in the 2<sup>nd</sup> Reading - None**
  - b. **Resolutions/Ordinances in the 3<sup>rd</sup> Reading –**
    - i. **Resolution #2016/2017-04** – *Relating to Accepting Gifts for the Christian Shoppmeyer Park*
  - c. **\* Items Laid on the Table –**
    - i. **Resolution #2015/2016-52** – *Resolution Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone* (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action).
8. **New Business/Correspondence**
  - a. Town Council to Consider Nominations, Appointments and Elections – *Ann LaFortune – Conservation Commission Member – Term Expiration, March 2019*
  - b. **Resolutions/Ordinances in the 1<sup>st</sup> Reading**
    - i. **Resolution #2016/2017-06** – *Relating to reroofing three sections of the Library Building.*

- ii. **Resolution #2016/2017-07** – *Authorizing the Town Administrator to enter into a Three year agreement with Casella Resource Services for Waste and Recycling Services.*
- iii. **Resolution #20162017-08** - *Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family.*

- c. Correspondence to the Town Council
- d. Closing Comments by Town Councilors
- e. Next Council Meeting – October 19, 2016

## **9. Adjournment**

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7 **TOWN OF NEWMARKET, NEW HAMPSHIRE**  
8 **TOWN COUNCIL REGULAR MEETING**

9 **September 21, 2016 6:30 PM**

10 **TOWN COUNCIL CHAMBERS**

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12  
13 **PRESENT:** Council Chairman Gary Levy, Council Vice Chairman Phil Nazzaro, Councilor Dale Pike,  
14 Councilor Amy Thompson, Councilor Toni Weinstein, Councilor Kyle Bowden, Councilor Amy Burns

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16 **ALSO PRESENT:** Town Administrator Steve Fournier, Environmental Services Director Sean Greig, Public  
17 Works Director Rick Malasky

18  
19 **AGENDA**

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21 Chairman Gary Levy welcomed everyone to the September 7, 2016 Newmarket Town Council Meeting  
22 and called the meeting to order at 6:34 pm, followed by the Pledge of Allegiance. He said the meeting had  
23 started earlier and a Non-Public meeting would follow.  
24

25 **PUBLIC FORUM**

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27 Chairman Levy opened the Public Forum at 6:35 pm.

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29 As no one from the public came forward, Chairman Levy closed the Public Forum at 6:35 pm.

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31 **PUBLIC HEARING – None**

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33 **TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES**

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35 **Acceptance of the Minutes of the Non-Public Meeting of September 7, 2016**

36  
37 Councilor Thompson made a motion to approve the minutes of the Non-Public Meeting of September 7,  
38 2016 which was seconded by Councilor Weinstein.  
39

Town Administrator Fournier polled the Council and the minutes of the Non-Public Meeting of September 7, 2016 were approved by a vote of 7-0.

**Acceptance of the Minutes of the Regular Meeting of September 7, 2016**

Councilor Thompson made a motion to approve the minutes of the Regular Meeting of September 7, 2016 which was seconded by Councilor Weinstein.

Town Administrator Fournier polled the Council and the minutes of the Regular Meeting of September 7, 2016 were approved by a vote of 7-0.

**REPORT OF THE TOWN ADMINSTRATOR**

Chairman Levy stated that there would not be a Town Administrator Report this evening and asked if there were any questions from councilors.

Discussion: Councilor Weinstein asked if the Public Works Department charts in the packet were year-to-date figures, and Town Administrator Fournier confirmed that they were. Councilor Pike asked that the last sentence in the report under *Town/School Shared Finance Director* be clarified to state that the Town Administrator would present the Town/School agreement to the Council.

**COMMITTEE REPORTS**

Councilor Burns reported that the *Planning Board* met but everything had been pushed to the next meeting.

**OLD BUSINESS**

**ORDINANCES AND RESOLUTIONS IN THE 2<sup>ND</sup> READING**

**Resolution #2016/2017-03 Relating to the Relocation and Replacement of Water and Sewer Utilities within the State Right-of-Way as Part of the NHDOT Bike Lane Project**

Councilor Thompson made a motion to approve *Resolution #2016/2017-03 Relating to the Relocation and Replacement of Water and Sewer Utilities within the State Right-of-Way as Part of the NHDOT Bike Lane Project*, with was seconded by Councilor Bowden.

Discussion: Councilor Thompson stated that she had asked for clarification as to why they were paying anything since this was a NHDOT project. Town Administrator Fournier explained that these were Town utilities and NHDOT had asked they be replaced while the road was open and agreed to do both projects at the same time. Chairman Levy expressed concern that this would deplete the \$600,000 currently in the Sewer Capital Reserve Fund. Environmental Services Director Sean Greig stated that the \$600,000 had been set aside solely for this project as part of the CIP Plan. He said he would be asking for approximately



\$274,000 for repairs to pump stations for next year, for which he had been putting aside \$100,000/year over a 3-year period. Vice Chair Nazzaro requested that when asking for money from a Capital Reserve Fund, the Council be provided with a copy of the CIP Plan.

Town Administrator Fournier polled the Council and *Resolution #2016/2017-03 Relating to the Relocation and Replacement of Water and Sewer Utilities within the State Right-of-Way as Part of the NHDOT Bike Lane Project* was approved by a vote of 7-0.

**Resolution #2016/2017-04 Relating to Accepting Gifts for the Christian Shoppmeyer Park**

Chairman Levy stated that *Resolution #2016/2017-04 Relating to Accepting Gifts for the Christian Shoppmeyer Park* would be held off for a 3<sup>rd</sup> reading at the next meeting.

**Resolution #2016/2017-05 Relating to the Paving Improvements for 2016-2017**

Councilor Thompson made a motion to approve *Resolution #2016/2017-05 Relating to the Paving Improvements for 2016-2017* which was seconded by Councilor Bowden.

Discussion: Councilor Thompson pointed out that the price was a result of paving at 1 ¼ inches rather than the more customary 1-inch depth, and asked why they were spending the extra money. Town Administrator Fournier said the UNH T<sup>2</sup> Study recommended the 1-inch topcoat, but that the contractors recommended 1 ¼ inch to smooth out some of the bumps in the road which added \$19,000 to the cost. Public Works Director Rick Malasky explained that because there were areas of rutting, it would be difficult to maintain a consistent 1 inch over the mile and a half of road without the extra ¼ inch. He said he may not spend the \$19,000 but he wanted to ensure consistent 1-inch coverage for the length of the road. Chairman Levy asked if the \$340,000 cost was consistent with last year, and Public Works Director Malasky said it was a reduction in price. Town Administrator Fournier said that the UNH study had taken oil prices into consideration by using the State DOT formula.

Town Administrator Fournier polled the Council and *Resolution #2016/2017-05 Relating to the Paving Improvements for 2016-2017* was approved by a vote of 7-0.

**ORDINANCES AND RESOLUTIONS IN THE 3<sup>RD</sup> READING - None**

**ITEMS LAID ON THE TABLE** – *Resolution #2015/2016-52 Authorizing the Designation of a Portion of Route 152 as an Economic Recovery Zone.* (This Resolution is tabled from the June 15, 2016 Council Meeting pending Planning Board action.)

**NEW BUSINESS/CORRESPONDENCE**

**TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS**

**Chief of Police**

Candidate: Kyle D. True

Vice Chair Nazzaro made a motion to approve the nomination of Kyle D. True as the new Chief of Police for the Town of Newmarket, which was seconded by Councilor Bowden.

Town Administrator Fournier announced that pursuant to Section 4.8 of the Newmarket Town Charter, he hereby appointed Kyle D. True as Chief of Police. He said that Kyle was a law-enforcement veteran with over 24 years of experience and had been serving Newmarket since 1997, rising through the ranks from Patrol Officer to Master Detective and then Lieutenant. Town Administrator Fournier said it was his honor to appoint Kyle D. True as Chief of Police, and asked the Council to approve the appointment and the contract agreement and offered his congratulations.

Town Administrator Fournier polled the Council and the motion to approve the appointment of *Kyle D. True as Newmarket Chief of Police* was approved by a vote of 7-0.

Police Chief Kyle True thanked the Council and said he looked forward to working with everyone. He said he felt confident that he would do a good job for the Town and continue the excellent service provided by Chief Kevin Cyr.

#### **Capital Improvement Plan (CIP) Committee**

Candidate: Judith Ryan – Term Expires 2019

Councilor Weinstein made a motion to approve the nomination of *Judith Ryan – Term Expires 2019* as a member of the *Capital Improvement Plan (CIP) Committee*, which was seconded by Councilor Thompson.

Judith Ryan of 125 Main Street thanked the Council for their consideration. She said she viewed the CIP as a tool with consultation to departments to pass on to the Town Administrator and the Town Council for future planning of Newmarket's long-term Capital Improvements, and it was a global picture of where they were today.

Town Administrator Fournier polled the Council and the nomination to appoint *Judith Ryan – Term Expires 2019* as a member of the *CIP Committee* was approved by a vote of 7-0.

#### **ORDINANCES AND RESOLUTIONS IN THE 1<sup>ST</sup> READING - None**

#### **CLOSING COMMENTS**

Councilor Weinstein stated that she and Councilor Bowden had attended a Training Session on Saturday through the New Hampshire Municipal Association. She said there would be a Gubernatorial Candidate Forum held on October 7<sup>th</sup> from 10:00 am to 12 noon, and she would forward other information to the Council.

Councilor Bowden said he had met with the Newmarket Business Association with regard to downtown traffic, and had tried to calm the worries of small business owners impacted by the roadwork being done for the Downtown Project.



**NEXT MEETING:** The next regular meeting of the Town Council is scheduled for October 5, 2016.

**Non-Public Meeting Minutes of September 14, 2016**

Vice Chair Nazzaro made a motion to seal the Non-Public Minutes of September 14, 2016 which was seconded by Councilor Bowden.

Town Administrator Fournier polled the Council and the motion to seal the Non-Public Minutes of September 14, 2016 was approved by a vote of 7-0.

**NON-PUBLIC - PURSUANT TO RSA 91-A:3 II – PERSONNEL**

Vice Chair Nazzaro made a motion to move into *Non-Public Session Pursuant to RSA 91-A:3 II Personnel*, which was seconded by Councilor Pike.

Town Administrator Fournier polled the Council and the motion to move into Non-Public Session was approved by a vote of 7-0.

The Council moved into Non-Public Session at 7:01 pm.

**Non-Public Meeting Minutes of September 21, 2016**

The Council moved out of Non-Public Session at 9:32 pm.

A motion was made by Vice Chair Nazzaro to seal the Non-Public Minutes of September 21, 2016. The motion was seconded by Councilor Weinstein.

Town Administrator Fournier polled the Council and the minutes of the Non-Public Meeting of September 21, 2016 were approved by a vote of 7-0.

**ADJOURNMENT**

Chairman Levy made a motion to adjourn the meeting, which was seconded by Councilor Thompson. The meeting was adjourned at 9:34 pm.

Respectfully submitted,

Patricia Denmark, Recording Secretary

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #2016/2017-04**

**Relating to Accepting Gifts for the Christian Shoppmeyer Park**

**WHEREAS**, Chris Shoppmeyer, a Newmarket resident, was a member of the Newmarket Conservation Commission, a co-founder of the Newmarket Fishing Derby, and was a key member on creating three conservation parks, and

**WHEREAS**, family, friends, and residents of Newmarket desire to leave a legacy in his name with monetary gifts, and

**WHEREAS**, the purpose of the gifts is to purchase land that will be conserved and used for a public park.

**NOW THEREFORE BE IT RESOLVED**, the Town Council of the Town of Newmarket hereby authorizes the receipt of gifts for the purpose of the Christian Schoppmeyer Park.

*First Reading: September 7, 2016*

*Second Reading: September 21, 2016*

*Third Reading: October 5, 2016*

*Approval:*

Approved: \_\_\_\_\_  
Gary Levy, Chairman

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk





TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

TEL: (603) 659-3617  
FAX: (603) 659-8508

FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** September 28, 2016

**TITLE:** Resolution # 2016/2017-04 - Accepting Gifts for the Christian Shoppmeyer Park

**PREPARED BY:** Matthew Angell, Finance Director

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I have reviewed this and in order to comply with State Law, I recommend its passage.

**BACKGROUND:** Several Town residents desire to purchase land and create a park in the memory of Christian Shoppmeyer. There are several checks in the safe waiting for approval related to this purchase, exceeding \$50,000.

**Process:** Under RSA 31:95-e, the Town Council must hold a public hearing on the proposed acceptance of gifts that have a value over \$5,000. Afterwards, the Town Council would act on whether to accept the gifts.

**Results:** Acceptance of the gifts will allow the funds to be deposited and used towards their intended purpose, which is to purchase property for a park.

**DISCUSSION:** This is a project with good intentions. The Town has mechanisms to accomplish the task of collecting, monitoring, and disbursing the funds according to the purpose of the gift.

**FISCAL IMPACT:** Other than normal administrative tasks, there is no fiscal impact to the Town.

**RECOMMENDATION:** I recommend the Town Council approve the receipt of the funds for the purpose of purchasing land for a park.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***

August 2, 2016

To: Gary Levy, Newmarket Town Council Chairperson  
Subject: Christian Schoppmeyer Park Fund Raising

Dear Mr. Levy and fellow councilors,

As most, if not all of you know Christian Schoppmeyer passed away this past February. Mr. Shoppmeyer was an active and well respected member of our community spending most of his life through many roles devoted to the protection of our natural resources and the involvement of our youth in outdoors recreation. A few months ago the Conservation Commission was approached by several members of the community with the hopes of our assistance in the creation of a park in Mr. Schoppmeyer's memory. They were also armed with a pledge of a significant monetary donation of seed money to get the process started and a future matching donation. The idea was welcomed whole heartedly by the full commission with two of us volunteering our time to a subcommittee formed to oversee the process. We hope that the council will become part of this process by accepting donations on behalf of the Conservation Commission to be set aside for the sole purpose of purchasing a parcel of land and the creation of Christian Schoppmeyer Park for generations to enjoy.

Respectfully,

Jeffrey Goldknopf, Newmarket Conservation Commission Chairperson

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2015/2016-52**

**Authorizing the Designation of a portion of Rt. 152 as an Economic Recovery Zone**

WHEREAS: NH RSA 162N allows for the creation of Economic Recover Zones in communities to encourage the redevelopment of certain land in exchange for state tax credits for the developer, and

WHEREAS: The Town desires to redevelop what is the B3 zone along Rt. 152, including the following lots on Town Tax Map R6 (updated April 2015):

Lots 1, 2, 3, 4-1, 4-2, 4-3, 5, 6, 7, 8, 9, 10, 11-1, 11-1A, 11-2, 12, 50, 50A, 50B, 50C, 50-1, 50-2, 50-3, 50-4, 50-5, 50-6, 50-7, 50-8, 51 and 52.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Council requests that the Commissioner of the Department of Resources and Economic Development declare this portion an Economic Recovery zone and authorizes the Town Administrator to execute any agreements.

First Reading: June 1, 2016  
Second Reading: July 20, 2016  
Approval:

Approved: \_\_\_\_\_  
Gary Levy, Town Council Chairman

A True Copy Attest \_\_\_\_\_  
Terri J. Littlefield, Town Clerk





**APPLICATION FOR APPOINTMENT TO A BOARD,  
COMMISSION, OR COMMITTEE POSITION WITHIN THE  
TOWN OF NEWMARKET**

Applicant's Name: Ann LaFortune

Address: 22 Briallia Circle, Newmarket Phone/Cell 603-236-9730

RSA 669:19 Newmarket Registered Voter: ☒ Yes ☐ No # of Years as Resident: 2<sup>+</sup>  
RSA 91:2 Are you an American Citizen? ☒ Yes ☐ No

Email address: alaf365@gmail.com

Full membership (3 year term) position applying for Conservation Commission

State what the new term expiration date is: March 2019

Alternate position (3 year term) position applying for \_\_\_\_\_

State what the new term expiration date is: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: I am an

Outdoors enthusiast, Member of AMC doing trail maintenance,  
Active in the UNH Stewardship Network, Board  
member of the Piscataqua River Village Homeowners  
Association, Past volunteer for Newmarket End 108 Hours.

(need more room, please use the back)

Ann LaFortune  
Signature

Sept. 29, 2016  
Date

*You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council meeting to address the Town Council prior to the decision making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.*



CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #2016/2017-06**  
**Reroof Three Sections of the Newmarket Public Library**

**WHEREAS**, the Newmarket Public Library has solicited proposals for reroofing the west side of the Library facing the municipal parking lot, and

**WHEREAS**, two bids were received from Twin Metals Custom Fabricated Sheet Metal and Silver Brothers Painting & Carpentry, LLC, and

**WHEREAS**, the firms made the following proposals for reroofing three sections of the roof:

Silver Brothers Painting & Carpentry, LLC	\$63,650.00
Twin Metals Custom Fabricated Sheet Metal	\$59,850.00

**NOW, THEREFORE, LET IT BE RESOLVED**, that the Town Council does hereby award the roofing contract to Silver Brothers Painting & Carpentry, LLC to reroof three sections of the Library and authorize the Town Administrator to enter into any related contracts.

First Reading: October 5, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk



## TOWN OF NEWMARKET, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 20 September 2016

**TITLE:** Resolution # 2016/2017-06 – Reroof three sections of the Newmarket Public Library

**PREPARED BY:** Carrie R. Gadbois, Library Director

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**

I have read the staff report and recommend passage of the resolution.

**BACKGROUND:** The west side of the library roof facing the municipal parking lot needs to be reroofed. There is a leak where very bad ice dams form during harsh winters. The leak has gotten worse since the bad winter of 2014-2015, probably due to the traffic on the roof while trying to break up the ice dam, etc. It only leaks when there is slush or snow on the roof that causes water to back up. Three sections (see diagram) of the roof on west side of the building are in bad shape: tiles are cracked, broken or missing. There is an area of rotted plywood. The copper sheathing has some holes in it. The roof was done in 1996 so it is 20 years old.

**DISCUSSION:**

If we don't fix the rotted plywood in the roof and reroof we are going to keep getting leaks in the library. We have already spent money in blowing in insulation to reduce heat loss, spent money on replacing sheetrock in walls and ceilings and spent money on electrical work for damage caused by the leaks.

Underwood Engineers sent Jeffrey L. Tirey, P.C. to the library to inspect our front portico. While he was here he also inspected the problem areas of the roof on the west side of the building. It was his opinion that all the three sections on that side should be reroofed with Inspire slate. If we try to just replace the center section (the area that leaks), and don't do the left and right sides we will probably still have problems and it will be harder to locate the leaks.

Mr. Tirey said that this area will be a problem again in the future as it is due to the poor design of the roof. The center section is a 4' pitch and the left and right sides have a steeper pitch. All the water, snow and ice has to drain off the roof through approximately a 4' opening at the bottom. It is a huge roof area to drain through such a small opening.

Both Silver Brothers and Twin Metals recommended that it would be better to replace all three sections versus trying to patch.

**FISCAL IMPACT:**

The library has 129,620 in our CIP account. We are requesting that the Town Council release \$63,650 to repair the roof.

I have received two estimates for repair of the roof. Silver Brothers for 63,650 and Twin Metals for 59,850.

**RECOMMENDATION:**

To remove all shingles on the center, left and right sides of the problem area (see diagram), replace rotted plywood, install ice and water shield on all sections, drip edges, flashing etc. and reroof with Inspire composite slate using Silver Brothers Carpentry, LLC., of Newmarket, NH. Although Silver Brothers is a slightly higher price they will warranty their labor and installation for 10 years whereas Twin Metals will warranty their work for 5 years.

***ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.***



***SILVER BROTHERS***  
**PAINTING & CARPENTRY LLC**  
 44 Gonet Drive, Newmarket NH 03857  
 603-926-8935 / 603-659-0834 / 1-866-6 PAINT 4 U  
[www.silverbrospainting.com](http://www.silverbrospainting.com)

<b>DATE:</b>	09-08-16	
<b>CLIENT:</b>	Carrie Gadbois	<b>PHONE:</b> (603) 659-5311
<b>LOCATION:</b>	1 Elm Street, Newmarket, NH 03857	<a href="mailto:carrie@newmarketlibrary.org">carrie@newmarketlibrary.org</a>

**JOB DESCRIPTION: Center section:** Remove 2ft metal drip edge on bottom of roof. There are lots of holes from braking up the ice dam. Remove all shingles in the center section of roof, remove all rotted plywood on bottom part of roof, install new 5\8 plywood, install Grace Ice and Water shield on all the plywood, install new 2ft drip copper at bottom of roof like before, install new slate impressions tiles. Replace all existing copper valleys with new copper.

Apply sealer to any spots on the right or left of the center of the roof where there is a hole or crack and seal it to prevent any leaks (if only doing center section).

<b>Labor &amp; materials:</b>	<b>\$21,450.00</b>
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**Left side of roof:** Strip all shingles on the left side of the roof. Install Grace Ice and Water on all plywood, install new copper flashing along brick wall, and install all new slate impressions tiles.

<b>Labor &amp; materials:</b>	<b>\$20,650.00</b>
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**Right side of roof:** Remove all old shingles, remove and install new 2ft drip edge, install Grace Ice and Water on all plywood, install all new slate impressions tiles.

<b>Labor &amp; materials:</b>	<b>\$21,550.00</b>
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**TOTAL:** **\$63,650.00**

***SILVER BROTHERS PAINTING & CARPENTRY LLC***  
*Quality, Integrity and Pride In All Our Work*



**SILVER BROTHERS**  
**PAINTING & CARPENTRY LLC**  
 44 Gonet Drive, Newmarket NH 03857  
 603-926-8935 / 603-659-0834 / 1-866-6 PAINT 4 U  
[www.silverbrospainting.com](http://www.silverbrospainting.com)

<b>DATE:</b>	09-08-16	
<b>CLIENT:</b>	Carrie Gadbois	<b>PHONE:</b> (603) 659-5311
<b>LOCATION:</b>	1 Elm Street, Newmarket, NH 03857	<a href="mailto:carrie@newmarketlibrary.org">carrie@newmarketlibrary.org</a>

**Payments and conditions:** Clients has 7 days after contract signed and deposits have been made to cancel this contract for a full refund. After that time a 15% rescheduling fee minus any special materials costs ordered. Payments to be made in three installments: Material costs and a 1/3 labor costs in advance, second third at 50% completion stage, third payment due upon work completion. Add-ons / extras will be done on a time and material basis unless other arrangements have been made, hourly rate at \$48.00 per painter, \$58.00 per carpenter. Add-ons and extras will be discussed and will be addressed on a change order form. Items / areas will require a change order form signed before work begins. I have read all conditions on this page and second page, and specifications of this contract agreement, and understand and agree to each of the conditions, and if payments are not made as specified, I agree to pay collection costs, interest at a legal rate, and attorney fees. Estimate is good for 30 days from issuance. *Please do not write checks in any subcontractors / employees name. Please write checks to Adrian Silver or Silver Brothers. Estimate is good for 30 days from issuance.*

- A clean workable are is expected prior to our start to ensure a smooth and professional workmanship. Subsequent coats, at clients request, maybe needed to achieve a full finished look and will be charged accordingly.
- All trash and garbage generated will be removed from site.
- If final payments are not made, warrantee of any products and workmanship is null and void.
- Any areas, details, items or procedures not listed above in job description will be considered an add-on and charged accordingly.
- This product comes with a manufacturer's 50 year warranty on any malfunction of the product. We will install and follow manufactures recommended installation process. We will & recommend the roof to be checked every two years. At that time we can visually see any excessive wear to any certain areas. We warrantee our labor installation for a 10 year period.

**Please read pages carefully to ensure that all your painting needs are covered.**

**Authorizing**

**Signature:** \_\_\_\_\_

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

**SILVER BROTHERS PAINTING & CARPENTRY LLC**  
*Quality, Integrity and Pride In All Our Work.*

# TWIN METALS

Custom Fabricated Sheet Metal

FABRICATION / INSTALLATION

OFFICE/978-663-2563 FAX /978-663-2564

Date: September 20, 2016  
Library

Customer: New Market Public

Re: Roof Proposal  
#082379  
NH

Project: 1 Elm St.  
New Market,

We propose to provide and install Inspire Composite slate, Flat Seam Copper and Copper Ice Belt to the above- mentioned project according to the following scope of work.

☐ Remove and properly dispose of existing composite slate in sections X, AB and W

☐ Furnish and install the following:

1. High Temperature Ice and Water Shield to entire roof area that was removed.
2. 25 squares of Inspire Classic Slate with 6" exposure.
3. New copper valleys.
4. New copper Riglet to brick wall
5. New flat seam copper roofing where all 3 sections meet.
6. New copper Ice belt to lower section on W

☐ Keep job site clean on a daily basis.

☐ Twin Metals Inc. workmanship to be warranted for a period of 5 years.

☐ All copper to be 16oz red copper.

☐ All underlayment's for Composite Slate to meet manufactures specifications.

☐ All details for Composite Slate to meet manufactures specifications.

☐ All wood work to be considered as an additional cost.

☐ This proposal includes cost for permits.

☐ This proposal is not Pre-Vailing wage.

☐ Any rotted plywood on the roof to be replaced at \$75 per sheet.

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

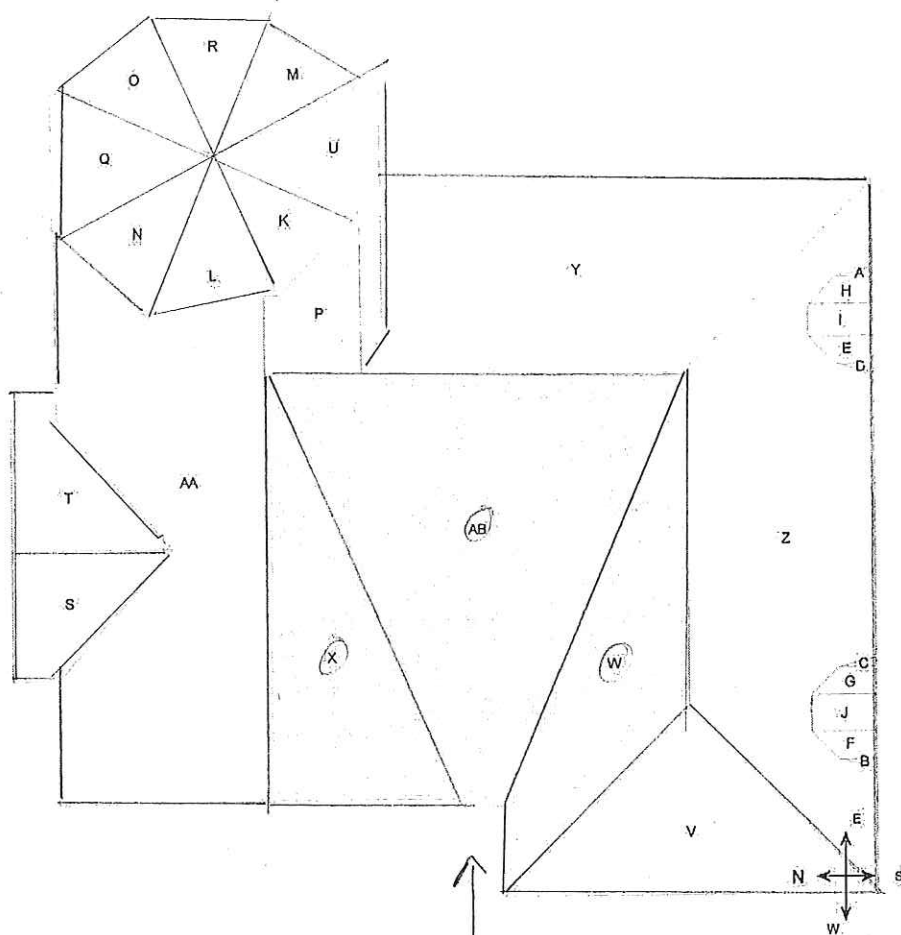
**BASE BID:  
DOLLARS**

**FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY  
\$59,850.00**



## NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



X  
 AB } to be replaced  
 W

opening for drainage  
 ice dams form here

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Subject **InSpire Roofing**  
From Zach Lane <zach.lane@comcast.net>  
To <Carrie@Newmarketlibrary.org>  
Date 2016-09-14 06:36



Carrie,

InSpire Roofing does not have a certified installer program for our products. Therefore any roofing company that has installed composite slate previously should be able to handle the installation of InSpire roofing. Standard roofing practices apply. Installation guidelines, warranty information and all technical bulletins are listed on our web site which is [www.inspireroofing.com](http://www.inspireroofing.com).

The address in Portsmouth, NH that we spoke about is 143 Daniel Street.

Please let me know if you need any additional information.

Regards,  
Zach

Zach Lane  
Elite Sales & Marketing, Inc.  
InSpire Roofing  
[Zach@elitesalesandmarketing.com](mailto:Zach@elitesalesandmarketing.com)  
978-888-1900 cell











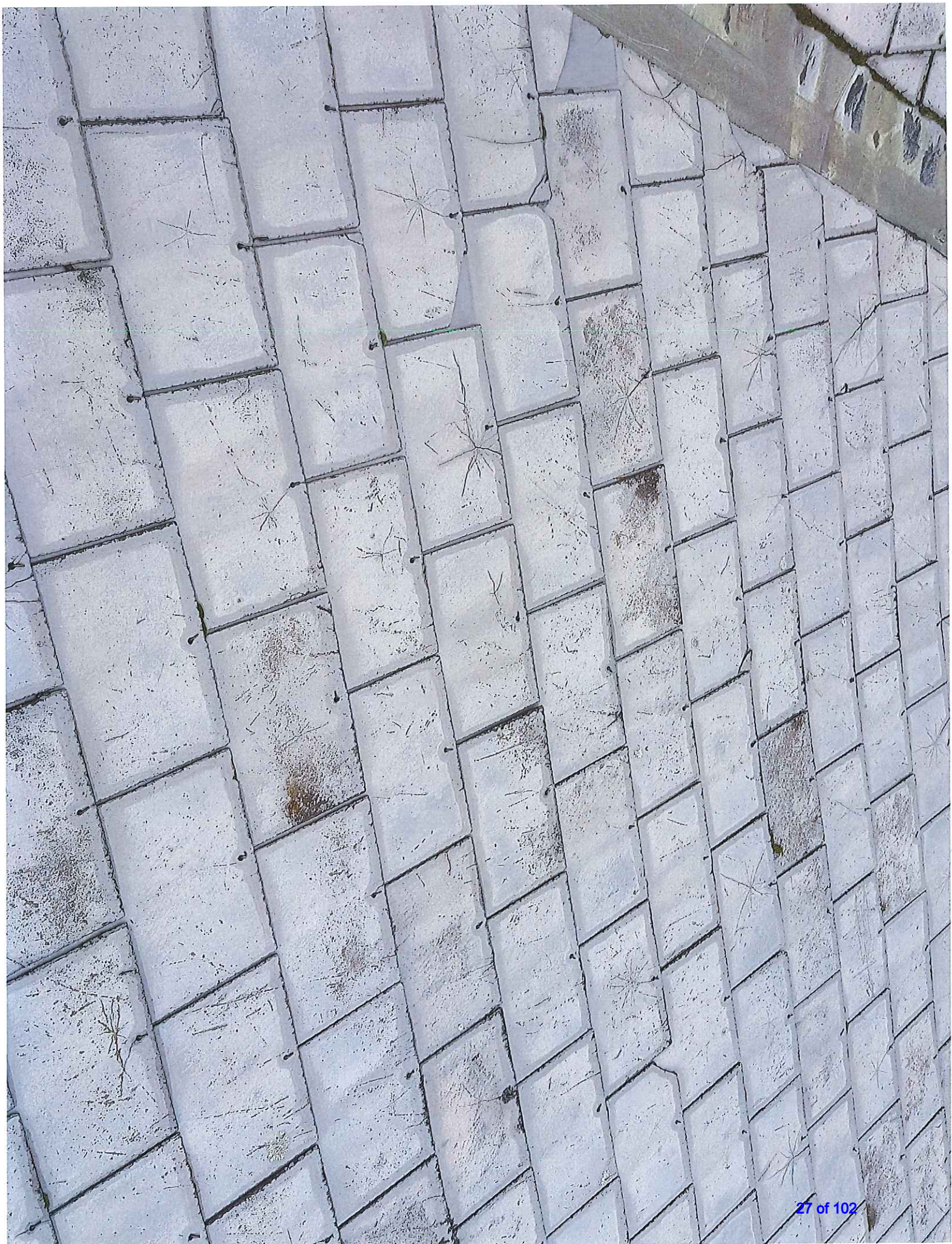




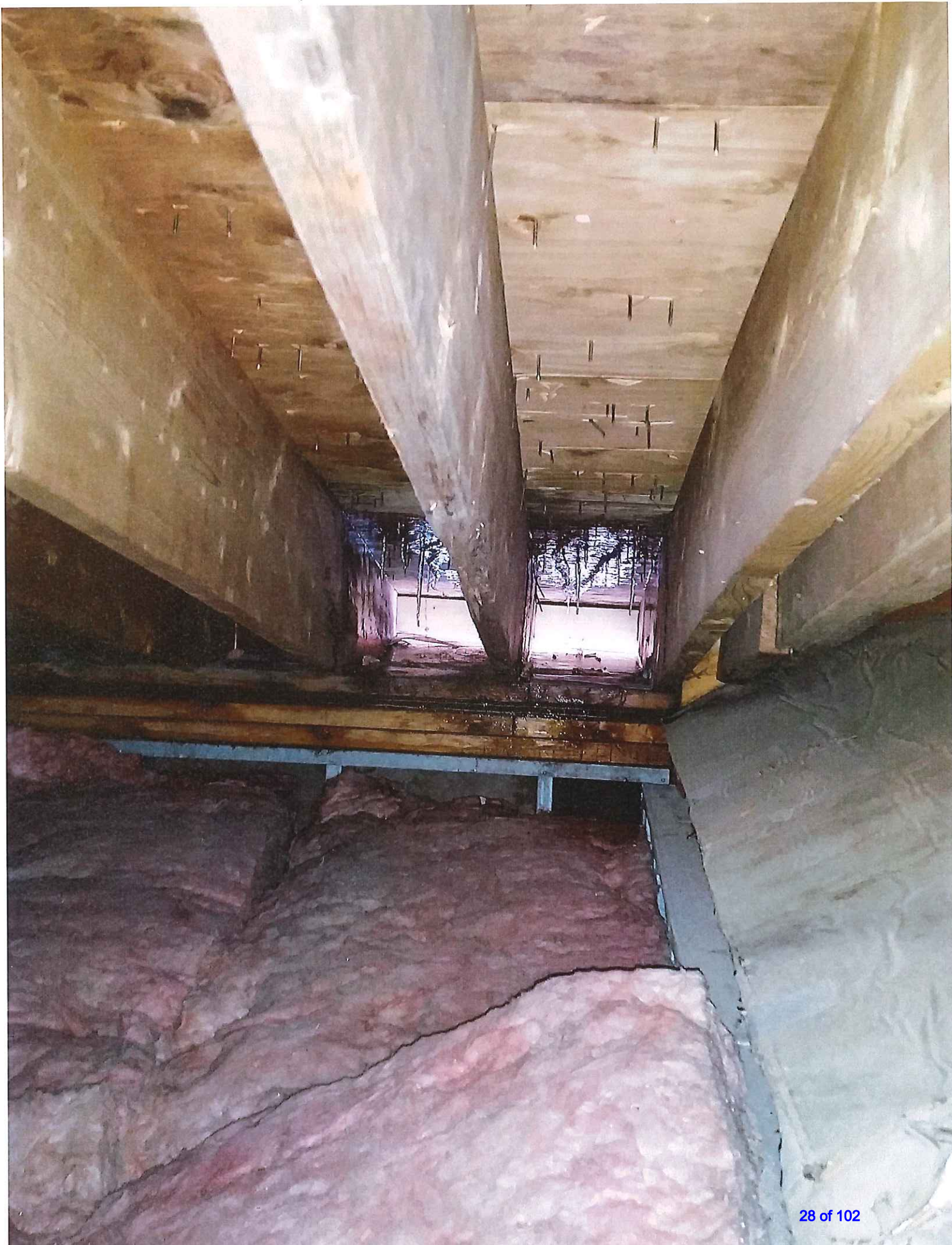
















**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution 2016/17 - 07**

**Authorizing the Town Administrator to enter into a Three year agreement with Casella Resource Services for Waste and Recycling Services.**

- WHEREAS:** The Towns Newmarket, Newfields and Stratham solicited proposals for solid waste and recycling collecting services, and
- WHEREAS:** Three bids were received from Casella Resource Solutions, Troiano and Waste Management, and
- WHEREAS:** The firms made the following proposals for curbside solid waste and recycling services, for three years, with 3% increases in years two and three:

Year 1	<u>Casella</u>	<u>Waste Management</u>	<u>Troiano</u>
Curbside MSW/ton	\$ 134.00	\$ 125.50	N/A
Curbside Recycling/ton	\$ 195.00	\$ 232.00	N/A
Newmarket Solid Waste Annual Tonnage		863	
Newmarket Recycling Annual Tonnage		746	
	<u>Casella</u>	<u>Waste Management</u>	<u>Troiano</u>
Newmarket Solid Waste Annual Cost	\$ 115,642.00	\$ 108,306.50	N/A
Newmarket Recycling Annual Cost	\$ 145,470.00	\$ 173,072.00	N/A
Total Estimated Annual Cost	\$ 261,112.00	\$ 281,378.50	N/A

**NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:**

The Town Council authorizes the Town Administrator to enter into an agreement with Casella Resource Services for three years.

First Reading: October 5, 2016  
 Second Reading:  
 Approval:

Approved: \_\_\_\_\_  
 Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_





TOWN HALL  
186 MAIN STREET  
NEWMARKET, NH 03857

TEL: (603) 659-3617  
FAX: (603) 659-8508


FOUNDED DECEMBER 15, 1727  
CHARTERED JANUARY 1, 1991

## TOWN OF NEWMARKET, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** September 21, 2016

**TITLE:** Resolution 2016/17 – 07 Authorizing the Town Administrator to enter into a Three year agreement with Casella Resource Services for Waste and Recycling Services.

**PREPARED BY:** Steve Fournier, Town Administrator 

**TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION:**  
I recommend the approval of this contract

**BACKGROUND:** For a number of years, the Towns of Newmarket, Newfield and Stratham have partnered to bid solid waste and recycling services. It has been found to be beneficial to combine the amount of tonnage to get a better disposal rate. We have traditionally entered into a three year agreement. In 2015, the Town Council approved a one year extension with Casella Resource Solutions in order to allow us to go out to bid.

**DISCUSSION:** The three towns solicited proposals in early August. Three proposals were received. They were from the following firms:

1. Casella Resource Solutions
2. Troiano
3. Waste Management

The three proposals were opened on September 19. Troiano did not submit a proposal for curbside collection, so they were disqualified from Newmarket.

**FISCAL IMPACT:** The following is a comparison for curbside pickup between Casella and Waste Management:

Year 1	Casella	Waste Management
Curbside MSW/ton	\$ 134.00	\$ 125.50
Curbside Recycling/ton	\$ 195.00	\$ 232.00
Newmarket Solid Waste Annual Tonnage		863
Newmarket Recycling Annual Tonnage		746
	Casella	Waste Management
Newmarket Solid Waste Annual Cost	\$ 115,642.00	\$ 108,306.50
Newmarket Recycling Annual Cost	\$ 145,470.00	\$ 173,072.00
Total Estimated Annual Cost	\$ 261,112.00	\$ 281,378.50

Both contracts include a 3% increase in years two and three.

**RECOMMENDATION:** It is my recommendation to approve the three year agreement with Casella Resource Solutions

**ATTACH ALL PERTINENT DOCUMENTS TO SUPPORT THE REQUEST.**



Towns of Newfields, Newmarket, and Stratham  
September 19, 2016  
Town Administrator  
186 Main St.  
Newmarket, NH 03857

Sept. 19, 2016

**RE: Request for Proposal**

Dear Paul,

Casella Waste Management of Massachusetts, Inc. ("Casella") is pleased to provide the Towns of Newfields, Newmarket, and Stratham ("Towns") with this Proposal for Municipal Waste and Recycling collection as per your request of Casella Waste. We believe you will find that Casella is uniquely qualified to meet your town's needs.

Casella is very interested in providing the Collection and Processing for all three of your municipalities. Casella understands that our strength as an organization begins with selecting the best individuals to be a part of our team. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, and improving our communities and environment.

We hope the attached proposal reflects our significant interest in establishing our partnership with your community. We have further outlined our qualifications in the following pages and look forward to discussing the opportunity in greater detail.

Our proposal is based on providing service for the current 5 day collection schedule beginning Jan. 1, 2016 with waste and recycling picked up every week. Due to the fluctuation of the commodity markets we have based the processing of recyclables on a formula basis which is attached to this bid.

If awarded your contract we would request a mutually agreeable fuel clause should fuel prices increase in excess of 3.50 per gallon for a continuous 3 month period.

The prices in our bid are based on the information provided in your specifications dated August 31, 2016 and will be increased by an amount equal to the Northeast CPI for years 2 and 3 with a minimum increase of 3% per year.

We have provided pricing based on a 3 year contract with the mutually agreeable option of

extending the contract for an additional 3 years.

In order to conserve natural resources, our financial statements can be viewed at  
<http://ir.casella.com/secfiling.cfm?filingID=1193125-16-490223>

If at any time you have questions, please feel free to reach me directly at (603) 543-7088.

Sincerely,



Dave Allen

Division Manager

**CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.**  
**dba CASELLA WASTE SERVICES**



**PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE  
& RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH  
BID RESPONSE FORM.**

Bidding Company Name: Casella Waste  
 Address: 53 Pelham Rd  
Salem, NH, 03079  
 Telephone Number: 603-543-7088 Email address: David.Allen@Casella.com

**Item 1: Curbside Collection and Transportation of MSW to Turnkey Landfill:**

Three year term: a. Per Ton cost: \$134.<sup>00</sup> b. Fix Fee for Term of Contract: N/A

**Item 2: MSW Disposal Option Alternative:**

Three year term: a. Per Ton Tipping Fee: NO Bid  
 Disposal Site and Address: NO Bid

**Item 3: Curbside collection and transportation for recycling:**

Three year term: a. Per Ton Fee: \$195.<sup>00</sup> b. Fixed Fee for Term of Contract: N/A

**Item 4: Recycling Processing Option: Three year term: a. Per Ton Tipping Fee: See Attached Formula**

Processing Company, Site, and Address: Casella Waste, Charlestown, Mass MRF

**Item 5: Additional Services Option:**

<u>Container and Size</u>	<u>Rental Fee (monthly rate)</u>	<u>On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)</u>	<u>Service Fee for once per week pickup</u>	<u>Per Ton Disposal/ Processing Fee</u>
4 yard dumpster	\$10/month		N/C ***	N/C ***
6 yard dumpster	\$10/month		N/C ***	N/C ***
8 yard dumpster	\$10/month		N/C ***	N/C ***
10 yard dumpster	\$10/month		N/C ***	N/C ***
30 yard bulk waste rolloff	N/C *	\$145/haul		\$83/ton
30 yard recycling rolloff	N/C *	\$145/haul		\$38/ton ****
50 gallon cart for recycling	N/C **		N/C	N/C ***

- \* - up to 2-30 yard containers rent free  
 \*\* - up to 12-50 gallon carts rent free  
 \*\*\* - included in base rates  
 \*\*\*\* - see recycling processing costs attachment

Do not leave any item blank. Instead, place "N/A" in any space for which you wish not to respond.

Please note any exceptions, qualifications, stipulations, and/or substitutions on a separate page in detail.

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

Person Submitting Bid: Name/Title:

(Print or Type)

(Signature)

Date



## Who We Are

Casella was founded in 1975 with a single truck in Rutland, VT. We built our first recycling center in 1977 and our dedication to resource renewal has grown from there. Today we are a leading resource management company with over 1,800 employees and operations throughout the Northeast. Our mission is to create value for our customers, our communities and our company by putting waste to work.

We service our customers through 32 solid waste collection operations, 31 transfer stations, 17 recycling facilities, nine Subtitle D landfills, four landfill gas-to-energy facilities, one landfill permitted to accept construction and demolition debris (C&D), one compost facility, two anaerobic co-digesters and two other organics recovery facilities. Through our operations, we recover over 1,000,000 tons of recyclables and organic residuals for beneficial use and produce over 239 million kilowatt-hours of energy each year; enough to power 30,000 homes.

Between 2005 and 2012, we successfully reduced our company-wide greenhouse gas emissions by 50%. To do this, we transformed our disposal facilities into low emission landfills, embraced energy efficiency measures at our recycling facilities and began transitioning our fleet to run on compressed natural gas.

## Experience – The Power of Partnerships

Holden, MA- We began working closely with the Town of Holden in 2007 when we were awarded the municipal collection for the Town. We worked closely with the Town to understand their goals and worked together to convert to a **Zero-Sort®** recycling program and education campaign. These efforts resulted in an increase in their municipal recycling rate from 13% to 35% in the first year. Over the course of our 8 years in helping the Town manage the contract, these rates have sustained.

Worcester, MA- In 2007, we were awarded the City of Worcester contract for curbside collection of recyclables. The 52,000 residential units in the City recycled in 18 gallon bins. In 2010, we spoke with City officials and defined the enhanced benefits of our **Zero-Sort®** Recycling program by installing 96 gallon carts/totes. That November, we rolled out a **Zero-Sort®** cart pilot program for the City of Worcester. In just over 1 month of this program being in place, among the 250 residents who participated in the program they experienced a 59.95% increase in recycling rates.

Somerville, MA- In 1995, we were awarded the recyclables processing contract for the City of Somerville, MA, a suburb of Boston. In October 2010, Casella rolled-out a **Zero-Sort®** cart pilot program for the City of Somerville. In 3 months, among the 1,000 residents who participated in the program, there was a 60% average increase in residential recycling volumes. When rolled-out Citywide, Somerville officials predict an overall 50% increase in residential recycling volumes as a result of “right-sizing” their containers. In October 2011, one year from the initial onset, Casella finished distributing 25,000 64-gallon carts to all residential units in the City of Somerville. We invite municipal officials to visit <http://www.youtube.com/watch?v=mZNvXM4V6RM> to watch the City of Somerville's creative presentation for promoting their **Zero-Sort®** recycling campaign.

## Education and Marketing Support

Casella will continue to support education and marketing initiatives with resources such as custom signage, education materials, recycling awareness campaigns and other waste reduction events.

- **Zero-Sort® Recycling:** Zero-Sort Recycling is Casella's proprietary technology for single stream recycling. Zero-Sort makes it easier for our customers to recycle by eliminating their need to sort individual commodities while also producing a high quality end product. Our Charlestown Material Recovery Facility, or MRF, processes over 200,000 tons of recyclables each year and is the fourth largest MRF in the U.S. We continuously monitor and evaluate technology add-ons that will allow us to recover additional commodities from the Zero-Sort stream.

**Facility Tours:** Our MRFs are great resources for recycling education and we strongly encourage all of our municipal partners to visit our Zero-Sort facilities to better understand the process of recovering materials. We will provide access to quarterly recycling tours for municipal government officials, local schools or community groups at our Auburn MRF.

## Environmental and Safety Policy

We conduct our business and operate our facilities with consideration for their environmental impact. Our responsibility for the environment spans from the construction, maintenance and operation of our facilities to the maintenance and operations of our vehicles and the conservation of resources.

All of our employees are responsible for protecting and improving the environment, from attaining a basic level of regulatory compliance to identifying opportunities for continued improvement and environmental excellence.

An essential aspect of Casella's ability to assess and manage risk, is our Internal Facility Audit Program. The audits are conducted by our Safety and Compliance Department on a semi-annual basis. Facilities are inspected for their compliance with State and Federal regulations as well as Company Policies associated with vehicle maintenance, safety and environmental programs. Situations identified during the audit process are assigned a corrective action with a time line for required completion. The audit process is updated on a continuous basis as regulations change and as we learn of new issues that require monitoring. The internal audit process is audited by a third party consultant every 3 years and has identified that the comprehensive nature and effective performance of the audit process continues to be the critical strength of the Program.



## **Innovation and Technology**

### Organics Recycling Technologies

Casella has over two decades of experience recycling organics in New England. Our Casella Organics division recycles 300,000 tons per year of organics from municipal and industrial sources, including 100 tons per year of food scraps from Colby College in Maine. Our organics route in Burlington, VT collects 150 tons per month of compostable material from commercial and institutional customers including Champlain College and the University of Vermont.

We are actively building organics recycling capacity across our Northeast based footprint, with a targeted push in Massachusetts through our roles as joint venture partner in the AGreen Energy anaerobic digester in Rutland and South Hadley, contract operator with the City of Boston compost facility and draft permit holder of a planned Organics Transfer Facility in the Boston Metro area.

Based upon our expertise and infrastructure we can offer holistic organics management services which encompass: collection and transport; education and training; and ongoing development of new diversion strategies. Casella has a team of employees monitoring the myriad new organics processing technologies emerging throughout the U.S. and Europe and we have culled a short list of systems that we believe warrant pilot evaluations as potentially viable options for processing organics. To this end, we are actively developing pilot projects with groceries in MA and customers in VT.

# Trash & Recycling Resource Solutions

From residential curbside service, to multi-location commercial needs, to scheduled special pick ups, we're equipped to give you the best, most dependable service.

- Custom Waste Audits.
- All Container Sizes to Fit Your Job.
- Dependable On-Time Pick Up and Delivery.
- Safe, Environmentally Responsible Service.
- Consolidated On-Line Billing.
- Leed Services.



**Commercial Zero-Sort Recycling**  
Become more efficient and eliminate waste. Zero-Sort recycling—all recyclables in one container—can be an important part of helping you run a smarter, more efficient business.



**Zero-Sort® Recycling Bags**  
Build awareness around your recycling initiatives while making it easier for your staff to distinguish between trash and recycling. Easily order your high quality bag with our online store.



**Container Advertising**  
Split body containers make it easier to recycle while our unique container advertising platform gets you in front of your customers with offers that drive your revenues.



**CNG Collection Fleet**  
Casella introduces Vermont's first compressed natural gas collection vehicles fleet! It's our commitment to advancing how trash and recycling gets done.



**Construction Trash & Recycling**  
Welcome to dumpster rental made easy. The right size dumpster, when you want it, where you need it, and removed when you say so.



**Compacting Containers**  
Compaction systems make the best use of your space by providing maximum compaction, easy collection, and reliable operation. Increase waste management efficiencies.

**Electronic & Universal Waste**  
Convenient solutions for your fluorescent lamps, batteries, ballasts and electronics. One price covers all: container(s), recycling, and inbound/outbound shipping.

**Small Footprint Wheeled Carts**  
Large carts for small spaces with heavy-duty wheels for mobility over rough terrain. Rugged polyethylene construction for greater durability and easy cleaning.

**Closed Loop Paper Recycling:**  
Your paper recycling story just got a lot stronger. Enjoy a closed loop recycling system that collects your material, processes it into new products and delivers it to your door to be used again.

**Used Vegetable Oil Collection**  
We pick-up your used vegetable oil, credit your bill for what you produce, and bundle it with your other Casella services. Turn your oil into a local and renewable biofuel.

**Self-Contained Organic Disposal**  
The BioGreen 360 quickly and easily converts your organic waste into a reusable organic by-product which is 10% - 20% of it's original weight.





## References

Casella currently services a variety of municipalities, institutions, colleges & universities and businesses across the northeast. Our experience in driving the cultural, educational and leadership changes that are necessary in leading the way in the transformation of waste streams into new resources, has a level of depth that will allow us to share with you the best practices and solutions that we have developed specific to the municipal segment.

We believe the best testament to our performance comes from our customers. Should you wish to reach out to some of your neighboring communities, the following would certainly be willing to share their experiences in partnering with Casella.

**City of Worcester**

Contact: Bob Fiori  
Phone Number: (508) 799-1430  
Service: Curbside Recycling

**Town of Southbridge**

Contact: Andy Pelletier  
Phone Number: (508) 764-4252  
Service: Curbside Collection

**Town of Holden**

Contact: Dennis Lipka  
Phone Number: (508) 210-5540  
Service: Curbside Collection

**Town of Lunenburg**

Contact: Kerry Speidel  
Phone Number: (978) 582-4144  
Service: Curbside Collection

**City of Saco, ME**

Contact: Patrick Fox  
Phone Number: (207) 284-6641  
Service: Automated Curbside Collection

**City of South Portland, ME**

Contact: Doug Howard  
Phone Number: (207) 767-7635  
Service: Automated Curbside Collection

**City of Concord, NH**

Contact: Chip Chesley  
Phone Number: (603) 230-3902  
Service: Curbside Collection

**City of Laconia, NH**

Contact: Ann Saltmarsh  
Phone Number: (603) 528-6379  
Services: Curbside Collection

**Town of Danville, NH**

Contact: Janet Denison  
Phone Number: (603) 382-8253  
Service: Automated Curbside Collection

## Recycling Economics

Casella has developed strategies to manage the volatility of the commodities market while maximizing value over the long-term. To achieve the highest value of recyclables, we utilize an ACR formula. The ACR is calculated by using the blended value of all commodities in the Zero-Sort® recycling mix. Each month, the price per commodity fluctuates with the global market. The value of fiber commodities is determined by the PPI Pulp & Paper Weekly index and, when those values fluctuate up or down, the value for Zero-Sort fluctuates with it.

### Definitions

Average Commodity Revenue ("ACR"): Means the current market value for each recyclable commodity (including residue tons) less any direct costs of Processor related to transportation, capital improvements, or marketing of product divided by the total tons of commodities shipped from that facility over the same month.

Exceptions to this are recyclables received that would materially distort the ACR. In a case where the current month ACR has an excessive shift in value, Processor reserves the right to make a mid-month ACR adjustment to reflect the value for that month.

Revenue Share: Means the percentage of value paid to the town when the ACR is greater than the cost to process recyclables. When the ACR is less than the processing fee, the town shall pay Casella dollar for dollar under the processing fee.

Processing Fee: Means the base rate required to process material and cover capital investments. The processing fee will be increased annually based on change in CPI-U All Urban NE CPI as compiled for the most recent twelve month period for which such data is available as compared with the comparable figure for the prior twelve month period. Notwithstanding anything of the contrary, the increase shall not be less than two percent (2%) per year nor greater than 5% per year.

## Revenue Share

This pricing is based on the ACR with a 50/50 revenue share for all tons over. \$75.00 per ton processing fee and a dollar for dollar charge below the processing fee.

The revenue share shall be determined by taking the ACR, subtracting the processing fee and then multiplying the difference by 50%. In the event that the ACR falls below the processing fee, the town shall pay Casella 100% of the difference between the ACR and the processing fee.



## PROCESSING COST

### Towns of Newfields, Newmarket, and Stratham

Sept. 19, 2016 - Page 2 of 2

### Today's Market

For Zero-Sort Recyclables, Casella will charge the Town dollar for dollar when the ACR falls below the Processing Fee of \$75.00 per ton. Casella will provide a 50% revenue share to the Town based on the current month ACR value above \$75.00 per ton. The ACR for August, 2016 was \$69.36 per ton.

After processing costs, the net charge to the Town for material delivered during the month of August would have been \$5.64 per ton.

#### Calculation Examples:

Favorable market, 100 tons	Unfavorable market, 100 tons
<b>ACR:</b> \$100 per ton	<b>ACR:</b> \$50 per ton
<b>Processing Fee:</b> \$75.00 per ton	<b>Processing Fee:</b> \$75.00 per ton
<b>Revenue Share:</b> ACR minus Processing Fee x 50%	<b>Revenue Share:</b> Dollar for dollar below Processing Fee
$100 - 75.00 = \$25.00 \times 50\% = + \$12.50$	$50 - 75.00 = - \$25.00$ so tip fee = \$25.00/ton charge
$100 \text{ tons} \times \$12.50/\text{ton} = \$1250. \text{ rebate}$	$100 \text{ tons} \times \$25. = \$2500. \text{ charge}$
<b>Rebate:</b>	<b>Tip Fee:</b>
Net Payment: Processor pays Town \$1250.	Net Payment: Town pays Processor \$2500.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2014

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).

<b>PRODUCER</b> Noyle W. Johnson, Inc. 119 River Street P.O. Box 279 Montpelier VT 05601-0279		<b>CONTACT</b> NAME: Dayle Smady PHONE: (802) 223-7735 FAX: (802) 223-7538 E-MAIL: dsmady@zwjinsurance.com ADDRESS: PRODUCER: 00004029 CUSTOMER ID:	
<b>INSURED</b> Casella Waste Management of Massachusetts, 295 Forest Avenue Peabody MA 01960		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Zurich Insurance Co. NAIC # 16535 INSURER B: Old Republic Insurance Co. 24147 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: Peabody (16300) 13/14		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 CERTIFICATION 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	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 3,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	3103597713-14	4/30/2013	4/30/2014	MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Bkt Contractual Liab.					PERSONAL & ADV INJURY \$ 3,000,000	
	<input type="checkbox"/> Bk Form Prop. Dam					GENERAL AGGREGATE \$ 3,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC		XCU is included			\$	
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	X	NWTD 21913	5/1/2013	5/1/2014	BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
	UMBRELLA LIAB					EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A	NHC 11820700	5/1/2013	5/1/2014	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYED \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability	X	BPC3564969-14	4/30/2013	4/30/2014	\$13,000,000/\$13,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Timothy Ayer/SMEDY

ACORD 25 (2009/09)  
INS025 (2009/09)

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**PROPOSAL FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NEW HAMPSHIRE (NNS) FOR THE FOLLOWING BROAD SERVICE CATEGORIES:**

- ITEM 1: CURBSIDE COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE (MSW) TO A DESIGNATED DISPOSAL SITE**
- ITEM 2: DISPOSAL OF MSW AT A LICENSED DISPOSAL SITE**
- ITEM 3: CURBSIDE COLLECTION AND TRANSPORTATION TO A PROCESSING/HANDLING SITE FOR THE MARKETING OF RECYCLABLES**
- ITEM 4: PROCESSING/HANDLING/MARKETING OF RECYCLABLES**
- ITEM 5: DUMPSTER AND ROLLOFF CONTAINERS, AND TRANSPORTATION OF THE CONTENTS OF THOSE CONTAINERS TO EITHER A DESIGNATED DISPOSAL SITE, OR TO A SITE PROVIDED TO PROCESS/HANDLE/MARKET RECYCLABLES AS APPROPRIATE**

**1.1 INTRODUCTION**

The Towns of NNS, New Hampshire, situated in Rockingham County, request proposals for curbside collection and transportation of municipal solid waste and curbside collection, transportation, and processing/handling/marketing of recyclables. The populations of each Town as estimated by the NH Office of Energy and Planning for the year 2015 are Newfields – 1685, Newmarket – 9170, and Stratham – 7334.

The intent of this request for proposal is to maintain a method of curbside collection for municipal solid waste and recyclable materials.

**1.2 SCOPE OF WORK**

The successful contractor shall provide expertise, labor, equipment, and materials for the curbside collection, transportation, and disposal of municipal solid waste (MSW), and curbside collection, transportation, and processing/handling/marketing of recyclables from all presently participating locations herein and future curbside refuse pick-up locations that the Towns have an obligation to service for the term of the contract. All work must be done in a professional manner and according to these specifications. Historic tonnages collected by Town are as follows:

Towns:	2010 US Census Data		2011 Tonnage		2015 Tonnage	
	Population	Housing Units	MSW	Recyclables	MSW	Recyclables
Newmarket	8,936	4,139	863	746	821	905
Newfields	1,680	591	542		505	241
Stratham	7,255	2,864	2,264	691	2103	851

The information provided above is for estimation purposes only and does not constitute a guarantee of any future tonnages by any of the Towns.

The Towns will consider contract proposals with a commence date of January 1, 2017 for a three (3) year duration with a three (3) year renewal option.

**1.3 ITEMS TO BE COLLECTED - MUNICIPAL SOLID WASTE**

All items to be collected shall be municipal solid waste placed at the curbside with the exception of any type of liquid waste, animal carcasses, manure and renderings, tires, flammable liquids, pesticides, septage, asbestos materials, medical and dental waste, grease, cooking oil, leaves, yard waste, brush, ammunition and explosives, nuclear or atomic waste, any materials containing hazardous waste as defined by state and federal agencies, refrigerators, air conditioners or any appliance containing cfc's, building demolition and debris, steel, wood, bricks, stone, metal barrels or any other items not taken at the Turnkey Landfill in Rochester, NH.

Collected bags will not exceed 33 gallons in size or 30lbs in weight.

**Newmarket Only:** The contractor shall only collect bags in the Town of Newmarket bearing the official TOWN SEAL.

**1.4 ITEMS TO BE COLLECTED - RECYCLABLES**

Items to be collected as recyclable will be placed at the curbside in collection boxes provided by the Towns. Minimum items to be picked up via a "single stream" collection method and recycled are brown, clear, and green glass, #1 and #2 plastic, newspaper, cardboard, magazines, telephone books, "junk mail," office paper, aluminum cans, and tin/steel cans. Locations will be at participating households throughout the towns of Newfields, Newmarket, and Stratham. Curbside collection of recyclables shall be performed on the same day as the curbside collection of MSW.

**1.5 DISPOSAL/PROCESSING**

All MSW that is collected must be delivered and disposed at Turnkey Landfill in Rochester, NH under an agreement with the Lamprey Regional Cooperative of which NNS are member towns. The Towns will entertain proposals for disposal at a licensed or permitted facility acceptable to the Towns of NNS so long as the proposal provides separate quotes for tipping fee disposal. MSW will not be allowed to be disposed at an unlined/unpermitted landfill. The Towns reserve the right to enter into a contract for tipping fee disposal cost independent of the cost of collection.

All proposals must provide a separate cost to process recyclable materials, which must identify the location and entity receiving the materials. Processor must be approved by the Towns and shall not landfill or incinerate the materials received.

**1.6 OWNERSHIP**

The contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe handling and disposal of items in accordance with all municipal, state, and federal rules, regulations, laws, etc.

**1.7 CERTIFICATES OF INSURANCE**

The Contractor agrees that it will carry any and all insurance which will protect it, the Towns of NNS and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Towns of Newfields, Newmarket, and Stratham and its officials, agents, volunteers and employees shall be named as an Additional Insured in any and all such liability insurance policies required by the Town.

The contractor will provide insurance certificates for the following minimums coverage before starting work:

- A. Owners and Contractors Protective - Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property damage \$500,000. each occurrence, \$2,000,000. total.
- B. General Liability - Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property Damage \$500,000.00 each occurrence, \$2,000,000. total.
- C. Automobile Liability - Bodily Injury \$500,000. each person/occurrence. \$2,000,000. each accident/occurrence. Property damage \$2,000,000. each occurrence.
- D. Worker's Compensation - Statutory Requirements. The contractor shall provide worker's compensation. The Contractor's worker's compensation coverage must waive subrogation against the Towns of NNS and its officials, agents, volunteers and employees.

**1.8 PROPOSAL FORMAT**



Proposers must use the attached Bid Response Forms. All blanks are to be filled in and returned with this complete set of papers consisting of instructions to proposers, proposal form, a surety company "Bid Deposit" bond, or certified check, as security for the execution of the contract payable to the Town of Newmarket in the sum of not less than ten percent (10%) of the estimated first year cost of the bid, and a sample proposed contract, which will be executed separately by each town upon awarding of the bid. The proposer is expected to carefully examine provisions, project forms and the Towns of NNS before submitting a proposal. Failure to do so will not relieve a successful proposer from his/her obligation to fulfill the contract and the terms of this RFP. The submission of a proposal shall be considered prima facie evidence that the proposer has made an examination of the proposed work, plans, proposal, and is familiar with the conditions to be encountered in the performance of work and as to the requirements of the specifications, special provisions, and contracts.

Particular attention is called to the requirements of worker's compensation, public liability and motor vehicle insurance, liquidated damages, and the manner in which the work is to be performed. The price of the proposal shall include full compensation for all materials, equipment, tools, labor and incidental work necessary to complete the work to the satisfaction of the Towns. The prices shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights which may be involved in the work.

The proposer shall specify unit prices as outlined on the proposal form.

Any, or all, proposals will be rejected if there is any reason for the towns to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration and she/he may be disqualified from proposing on future work.

Before the awarding of the contract any proposer may be required to show that she/he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated.

The Towns reserve the right to reject any, or all, proposals.

A proposer may withdraw his/her proposal, provided the request is in writing and in the hands of the Newmarket Town Administrator before the time of the proposal opening. Such proposal(s) shall be returned unopened and unread.

The proposal envelope shall clearly indicate the name and address of the proposer with words "Curbside Collection Proposal" and "Due Date" on the front of the envelope. Proposals received after the time stipulated for the opening will be returned to the sender unopened. All proposals must be presented in triplicate to the Office of the Town Administrator at the Town of Newmarket, 186 Main Street, Newmarket NH 03857.

After the opening of proposals, the proposal security of all proposers will be returned within seven (7) business days (excluding Saturdays, Sundays, and holidays) with the exception of the three lowest eligible proposers. The proposal security of these three proposers will be returned upon execution and delivery of the contract award on or before December 31, 2016, unless forfeited by failure to execute the contract provided herein.

In the case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bonds within the time specified, the Towns may determine that the proposer has abandoned the contract. Thereupon the proposal and acceptance shall be null and void, and the proposal security accompanying the proposal shall be forfeited to the Towns as liquidated damages for such failure, or neglect and to indemnify the Towns for any loss which may be sustained by the failure of the proposer to execute the contract and furnish the bonds as aforesaid, provided that in case of death, disability or other unforeseen circumstances affecting the proposer, such proposal security may be returned. After execution of the contract and acceptance of the bonds by the Towns, the proposal security accompanying the proposal of the successful proposer will be returned.

## 1.9 PRE-SUBMISSION CONFERENCE

All prospective proposers are required to attend a mandatory pre-submission conference to be held in the Stratham Town Offices, 10 Bunker Hill Avenue, Stratham NH at 10:00 a.m. on Wednesday, August 31, 2016. NO questions will be answered at any other time.

## **2.0 REFERENCES**

Proposers shall provide at least five (5) references providing testimony to the proposer's experience, quality of service, and reliability. At least three (3) of those references shall be from communities presently under contract for service.

## **2.1 AWARD**

The Towns may reject in whole, or in part, any submittal. The Towns will award based on the best interest of the Towns of NNS.

The selected contractor shall furnish to each Town, a performance bond for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the State and to be in the penal sum of 110 percent of the estimated first year's billing (based on the bid and the estimated tonnage to be served). Said bond shall indemnify each Town against any loss resulting from any failure of performance by the contractor, not exceeding, however, the penal sum of the bond. The surety company shall provide a minimum of thirty days notice to each Town prior to the expiration and/or termination of the performance bond.

## **2.2 CONTRACT PERIOD**

The minimum contract period shall be for a three (3) year period commencing January 1, 2017.

## **2.3 CONTRACT PRICE**

Contract proposals shall include the following items and shall be the sole sum on which invoices are based:

1. Fee for curbside collection and transportation of MSW to Turnkey Landfill shall be presented as follows:
  - a. Fee per ton for collection and transportation.
  - b. Fixed fee for contract period.
2. Proposals may include a tipping fee "per ton" (weight) for disposal of MSW at a licensed disposal site.
3. Fee for the single stream curbside collection and transportation of recycling materials shall be presented as follows:
  - a. Fee per ton for collection and transportation.
  - b. Fixed fee for contract period.
4. Tipping fee "per ton" (weight) for processing of recyclables at a licensed facility.
5. Additional Services: - Fee for rolloff, dumpster and cart services presented as follows:
  - a. Rental fee per rolloff and dumpster 50 gallon carts as may be applicable
  - b. Transportation fee to a designated disposal site
  - c. Fee per ton for the disposal of bulky wastes within the rolloffs

No fuel surcharges or other fees and/or charges will be permitted under this contract. All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.

The contractor will only charge the Towns for the waste collected within each Town's geographical limits and at stops approved by the Towns. Any per ton method of measurement will be based on weight, i.e., tonnage, at the disposal/processing site scale house. Scale house must be certified by the State Bureau of Weights and Measures. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Towns with the monthly invoice.



The Towns reserve the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only each Town's trash is picked up, and transportation and disposal/processing is being charged to each Town appropriately.

The Contractor will submit a monthly invoice to each Town. All invoices will state date of delivery, truck identification number, and tonnage delivered. Official scale tickets for each delivery must be attached.

Upon receipt of the invoice, the Towns will have up to thirty (30) days to remit payment.

#### **2.4 COLLECTION**

Pickup of municipal solid waste and recyclables will be on a weekly basis at the present curbside locations. Routes and locations will be picked up in an efficient and consistent manner by contractor (penalties will be discussed at the Pre-Submittal Conference). Requests for changes in the routes and schedules during the contract period must be in writing and will not be permitted without prior written approval by each town.

Collection trucks shall be compaction type (packer) units, designed for collection of residential refuse and/or recyclables. The contractor shall provide an adequate number of vehicles approved by the Towns for regular collection services. They shall be kept in good repair, appearance and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the name of the Contractor and contact information. All materials shall be hauled in a manner to prevent spillage, leakage, or blowing. In the event that any material leaves the truck, the material must be immediately cleaned up.

Empty solid waste and/or recycling containers shall be placed, and not dropped or thrown, in their original location or within two (2) feet of the travel way, and shall not be placed to block the travel way, sidewalk, or driveways.

#### **2.5 COLLECTION SCHEDULE**

The successful contractor shall submit a detailed collection schedule prior to commencement of work and the Towns of NNS will be responsible for the timely public notification. In all cases, MSW/recyclables cannot be picked up prior to 7:00 a.m. on the collection day. Weekends and holiday schedules will not be permitted. Holidays will be as defined by the Towns of NNS.

No material will be permitted to stay at the curb overnight past 6:00 p.m. on the designated day of collection. Adverse weather conditions will not be permitted to alter the date of collection without prior approval of each town.

The contractor will be obligated to make return trips to an area if a specific location is missed.

If the contractor encounters a container which does not meet the Town's specifications, the contractor shall affix a sticker to the unacceptable bag or container, explaining why the bag or container was not picked up, and prior to the close of business, shall notify each Town as to the location, quantity and reason why municipal solid waste or recyclables were not picked up at that location.

#### **2.6 CLEAN-UP**

The contractor is expected to clean up the curbside area due to animals or birds breaking open the bag, and leave the area clean after the stop has been picked up. Any material that is dropped on the ground due to a broken bag during collection shall also be picked up and removed from the roadside.

#### **2.7 INDEMNITY**

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Towns of NNS, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all

liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify, and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Towns of NNS reserve the right to retain counsel of their choice or in the alternative, approve counsel obtained by the contractor.

The Towns of NNS shall not be required to defend, indemnify, or insure the Contractor, any subcontractor or any professional service provider.

## **2.8 PUBLIC RELATIONS**

The contractor shall establish and maintain a local office, or other such facility that shall be approved by the Town, through which it can be contacted; where services may be applied for; and complaints can be made. A direct toll free number shall be provided to accept customer service calls from residents. The contractor must provide an emergency "on call" authorized supervisor, or project manager, during collection hours to handle complaints and/or problems.

## **2.9 ASSIGNMENT**

No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the contractor without the express written consent of the towns. In the event of any assignment the assignee shall assume the liability of the contractor.

## **3.0 PERMITS**

The contractor shall obtain at his/her own expense all permits and licenses required by law to fulfill the contract agreement.

## **3.1 MISCELLANEOUS**

The Town may request the dismissal or reassignment of any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties.

The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit, fire extinguisher, flare kits, etc.

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **3.2 ADDITIONAL SERVICES**

In addition to the services described above, each town has the following needs for services, which are provided by the current contractor. Proposals are to address each of the stated needs and the associated costs, if any, to provide



each service. In addition to the Bid Response Form, responses to this Section may include a narrative, which succinctly and clearly describe the services being offered, as an attachment to the Bid Response Form. The Towns of NNS reserve the right to award a contract for these services separate from the curbside collection contract.

Town	Rolloffs <sup>1</sup>	Dumpsters <sup>2</sup>	Carts (50 gallon) <sup>2</sup>
Newmarket	One 50 yard; one 30 yard	Seven 8 yard	
Newfields			
Stratham	Three 30 yard; two ~30 yard recycling	One 8 yard; Five 4 yard; One 6 yard	Up to 24

Please state separately any rental, transportation, and/or disposal/processing charges per container (rolloff, dumpster, or cart) associated with servicing these needs.

<sup>1</sup> Frequency of service – on call as needed.

<sup>2</sup> Frequency of service – once per week

By way of example, the Town of Stratham during the calendar year 2015 had following types of activity in their Transfer Station, which handles bulky wastes, and recycling items not collected at the curb. The current contractor performed the following services:

- Provided 2-4 thirty yard rollofs for bulk wastes
- Delivered 358 tons of bulky wastes to a licensed disposal site
- Provided 2 thirty yard custom rollofs for recycling materials
- Delivered 22.46 tons of recyclable materials to a recycling processor
- Made 106 individual pulls of these rollofs

**PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE  
& RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH  
BID RESPONSE FORM.**

Bidding Company Name: TRIO AND WASTE SERVICES

Address: 10 FILMIBE WAY  
SOUTH PORTLAND, ME 04106

Telephone Number: (800) 310-2070 Email address: JNEVIN@TRIOANDWASTE.COM

**Item 1: Curbside Collection and Transportation of MSW to Turnkey Landfill:**

Three year term: a. Per Ton cost: N/A b. Fix Fee for Term of Contract: N/A

**Item 2: MSW Disposal Option Alternative:**

Three year term: a. Per Ton Tipping Fee: N/A

Disposal Site and Address: N/A

**Item 3: Curbside collection and transportation for recycling:**

Three year term: a. Per Ton Fee: N/A b. Fixed Fee for Term of Contract: N/A

**Item 4: Recycling Processing Option:** Three year term: a. Per Ton Tipping Fee: N/A

Processing Company, Site, and Address: N/A

**Item 5: Additional Services Option:**

<u>Container and Size</u>	<u>Rental Fee (monthly rate)</u>	<u>On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)</u>	<u>Service Fee for once per week pickup</u>	<u>Per Ton Disposal/ Processing Fee</u>
4 yard dumpster	<u>N/A</u>	<del>XXXXXX</del>	<u>\$109.-</u>	<u>N/A</u>
6 yard dumpster	<u>N/A</u>	<del>XXXXXX</del>	<u>\$145.-</u>	<u>N/A</u>
8 yard dumpster	<u>N/A</u>	<del>XXXXXX</del>	<u>\$175.-</u>	<u>N/A</u>
10 yard dumpster	<u>N/A</u>	<del>XXXXXX</del>	<u>\$205.-</u>	<u>N/A</u>
30 yard bulk waste rolloff	<u>Ø</u>	<u>\$190.-</u>	<del>XXXXXX</del>	<u>\$78.-</u>
30 yard recycling rolloff	<u>Ø</u>	<u>\$190.-</u>	<del>XXXXXX</del>	<u>\$35.-</u>
50 gallon cart for recycling	<u>Ø</u>	<del>XXXXXX</del>	<u>\$23.-</u>	<u>N/A</u>
<u>50 YARD WASTE</u>	<u>Ø</u>	<u>\$225.-</u>	<del>XXXXXX</del>	<u>\$78.-</u>
<u>30 YARD CARDBOARD</u>	<u>Ø</u>	<u>\$190.-</u>	<del>XXXXXX</del>	<u>Ø</u>





## **Troiano Waste Services, Inc.**

10 Filmike Way  
South Portland, ME 04106  
Telephone: (800) 310-2070

2 – 100  
Cubic Yard  
Rubbish  
Containers

### **TRANSFER STATION REFERENCES**

Acton  
Bob Mann  
35 H Road  
Acton, ME 04001  
(207) 636-3108

Augusta  
Bill Cross  
Hatch Hill Landfill  
112 Hatch Hill Road  
Augusta, ME 04330  
(207) 838-4600

Cape Elizabeth  
Bob Malley  
21 Dennison Drive  
Cape Elizabeth, ME 04107  
(207) 799-4151

Chebeague Island  
Marjorie Stratton  
192 North Road  
Chebeague Island, ME 04107  
(207) 846-3148

Greenland  
Karen Anderson  
Cemetary Lane  
Greenland, NH 03840  
(603) 431-7111  
kanderson@greenland-nh.com

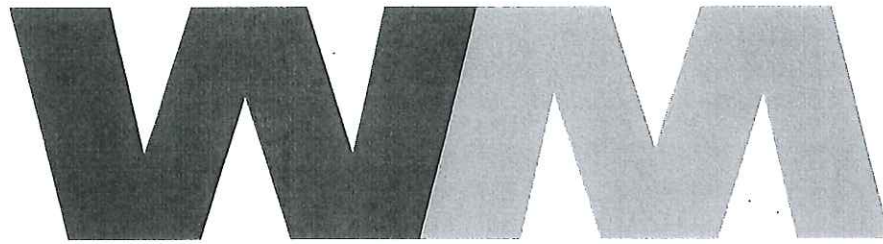
Kittery  
Norman Albert  
MacKenzie Lane  
Kittery, ME 03904  
(207) 439-0333  
nalbert@kitteryme.org

Newington  
Craig Daigle  
Little Bay Road  
Newington, NH 03801  
(603) 436-1451  
skihorse3157wmconnect.com

North Hampton  
John Hubbard  
Cherry Road  
North Hampton, NH 03862  
(603) 964-6442  
jhubbard@northhampton-nh.gov

Readfield  
Glen Hawes  
8 Old Kents Hill Road  
Readfield, ME 04355  
(207) 685-4939  
readfield@roadrunner.com





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

*Curbside Collection of MSW  
and Recycables  
Services*

*Proposal to:*

*Towns of Newmarket/Newfields/Stratham, NH*

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

Executive Summary &  
Contractor Qualifications

Bid Bond

Municipal References

Bid Response Forms

Sample Contract

Copy of RFP





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

September 19, 2016

Town Administrator  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

### **“Curbside Collection Proposal”**

#### **Executive Summary**

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

#### **Company Profile**

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

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

These services include:

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

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

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

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

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

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

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

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



embraces the opportunity to be a good corporate citizen through a vigorous and growing community relations program.

We have always been a company committed to customer satisfaction and long-term relationships. And we have demonstrated that commitment time and time again through our focus on high-quality service in every aspect of our operations. Our timely response and close proximity, provides the Towns with unsurpassed service. Coupled with assets in excess of \$20 billion, Waste Management is the strongest integrated environmental services company in the country. This financial strength gives real meaning to indemnification that Waste Management provides from waste-related claims. The indemnification provides significant protection against CERCLA/Superfund actions at Waste Management-owned landfills. This comprehensive liability protection is provided only to customers who contract services directly with Waste Management.

#### **Performance Bond and Certificate of Insurance**

Upon award Waste Management will provide the Towns with a performance bond equal to 110% of the annual contract amount and certificate of insurance and will list Towns of NNS as additional insured.

#### **Owners Shareholders**

Waste Management of New Hampshire, Inc is a Connecticut corporation authorized to do business in New Hampshire as of July 1, 1971. WMNH Inc is a subsidiary of Waste Management Holding Inc who owns 100% of the stock of WMNH Inc. The ultimate parent corporation, Waste Management Inc is a publically traded company listed on the NYSE. The only current investor holding greater than 10% of the company stock is:

Capital World Investors  
333 South Hope Street  
Los Angeles, CA 90071

#### **Experience and References**

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

### Equipment and Staffing

The Towns would be served from our Rochester, NH transportation center. All equipment will be maintained and cleaned at these facilities and spare equipment is stored here for handling peak periods and to replace front-line vehicles during repairs. The number of vehicles and staffing is shown on the chart below.

Service Type	Number of Vehicles	Number of Employees
Curbside MSW Collection	1	1
Curbside Single Stream Collection	1	1

### Equipment

Waste Management utilizes a centralized procurement team to purchase all capital equipment for projects of this nature. We have a fleet strategy to spec vehicles that if properly maintained allow for an eight to ten year productive life. We also require a 15% spare to operating equipment ratio to support scheduled and unscheduled repair cycles and to be available for peak services periods. All vehicles are equipped with all DOT and OSHA required safety devices including back-up cameras on all one-person operations (front load, side load etc.).

Service	QTY	Size	Type
MSW Collection	1	31yd	2017 Mack Chassis / McNeilus Manual Sideload
Single Stream Recycling	1	31yd	2017 Mack Chassis / McNeilus Manual Sideload

### Management and Supervision

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

James Nocella, Public Sector Services Manager – Responsible for overall management of all municipal contract activities in New England. 603-929-3354 (Office) - 617-590-8229 (Cell) email: [jnocella@wm.com](mailto:jnocella@wm.com)

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

Steve Cates, District Manager – Responsible for all operational activities at our Rochester Hauling District. Mr. Cates will be responsible for the oversight of solid waste collection & recycling collection services for the contract. 603-330-2188 (Office) - 603-231-8374 (Cell) email: [scates@wm.com](mailto:scates@wm.com)



Chris Kanca, Route Manager – Responsible for day-to-day msw & recycling services to Town residents. Our Route Manager will handle front line communications with the Town staff to ensure all issues are resolved in accordance with the potential contract. 603-330-2159 (Office) – 603-231-7639 (Cell) email: [ckanca@wm.com](mailto:ckanca@wm.com)

Toll Free Customer Service – 800-847-5303

### **Waste Managements On Board Computing**

All of our trucks are equipped with an on board computing system. This innovative technology enables our collection operations to plan, execute and confirm service using mobile devices. The mobile system allows the drivers to safely service our customers while providing continuous information to our central dispatch. With an interactive touch screen the mobile console supplies the driver with all the necessary information to complete the route. The real time connection between the driver and dispatch provides a means for instant communication, service notifications as well as vehicle and driver safety information. The dispatch component of our on board computing system displays a panoramic view of an entire fleets location, service status, route sequence and completion progress all in real-time. Route Managers and Dispatchers are able to make decisions on splitting routes, redirecting trucks and workload capacity. This on board computing system is actively contributing to the transformation of Waste Management thinking green. The elimination of paper, improved operational efficiencies and improved customer communication is accomplished through the use of this system.

### **Proposal Specific Clarifications**

Waste Management upon award will negotiate the final agreement between the Town's and Waste Management. A copy of a sample proposed contract is included in the bid response.

### **Collection & Disposal**

It is our intention to transport all acceptable municipal solid waste and recycling under the Lamprey Regional Cooperative Agreement to our Turnkey Recycling and Environmental Enterprises state-of-the-art landfill located in Rochester, NH. This site is owned and operated to the highest environmental standards by Waste Management. NNS solid waste will contribute to our gas-to-energy ecoline project with the University of New Hampshire.

The Ecoline landfill gas project will pipe enriched and purified gas from Waste Management's Turnkey Recycling and Environmental Enterprise (TREE) to University of New Hampshire's Durham campus. The renewable, carbon-neutral landfill gas, will replace commercial natural gas as the primary fuel in UNH's cogeneration (co-gen) plant, enabling UNH to provide its student residence halls and academic buildings with energy from a renewable source. By reducing the university's dependence on fossil fuels and reducing greenhouse gas emissions, Ecoline is an environmentally and fiscally responsible initiative.

Collection of single stream recycling will be marketed as recyclables and will not be disposed of as waste in the landfill or other means, except materials that cannot be recycled due to contamination. Contamination will be reported in writing to the Board of Selectmen and means of prevention reviewed on each such occurrence.

### **Credit Per Ton**

Per the Lamprey Regional Cooperative Agreement, Waste Management will offer a \$1.00 per ton credit for MSW to any participating community that also contracts with Waste Management of New Hampshire, Inc. to provide collection services.

### **Pricing Escalation**

Yearly increase for collection and transportation for Municipal Solid Waste & Single Stream Recycling and Roll-off work will be fixed at 3%.

### **Curbside Refuse and Recycling Collection Schedule**

It is our intention to maintain the existing 3 days per week curbside collection of refuse and weekly curbside collection of single stream recycling schedule for the Town of Newmarket. Town of Newfields 1 day per week collection on Thursday and the Town of Stratham would increase from 2 days to 4 days per week. Waste Management reserves the right to modify the schedules with the Town's review.

### **Marketing and Processing of Recyclable Materials**

#### **Processing of Recyclable Materials:**

Town shall also exclusively provide to TREE's materials recovery processing facility located in Rochester, New Hampshire all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit C ("Specifications) attached hereto ("Acceptable Recyclable Materials"). In the event that the single stream recyclable materials do not meet Specifications, the load may be rejected and/or Town shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit C, shall remain with Town at



all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Town to discontinue acceptance of any category of Acceptable Recyclable Material as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit D. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit E.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.

### **EXHIBIT C**

#### **RECYCLABLES - SPECIFICATIONS**

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers - brown, clear, or green - empty
Ferrous (Iron) cans - empty	PET plastic containers with the symbol #1 - with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) - empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 - empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

#### DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 7% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit C.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 7% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

## EXHIBIT D

### ACCEPTABLE RECYCLABLE MATERIAL VALUE

#### 1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

#### 2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- Each commodity value per ton is added together to obtain the Blended Value per ton.



(c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- “PPW” means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- “SMP” means the average of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New England Region, first dated price each month, retroactive to the first of the month.
- “Actual Value” means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town’s consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- “Transportation and Disposal” means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material Component	Commodity Value
Newspapers, magazines and inserts	PPW ONP #8
Cardboard	PPW OCC #11
All other paper	PPW #2 Mixed Paper
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)
Steel/Tin	SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)
Plastic #1	SMP for PET (baled, ¢/lb, picked up)
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb, picked up)
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb, picked up)
Mixed Plastics #3 - #7	Actual Value
Glass	Actual Value
Residue	Fixed Value \$60.00/ton

### 3. CHARGES

(a) The initial Processing Fee is \$80.00 per delivered ton subject to change in accordance with this Agreement.

(b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date (“Anniversary Date”) and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index (“CPI”) for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Newmarket metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. “CPI” means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).

### Complaint Resolution

Resident calls 800 customer service number, a service ticket is created and forwarded to operations for resolution and ticket is closed. Complaint tickets are monitored by operations manager to ensure timely resolution to complaint.

### **Payment Terms**

Waste Management will invoice the Towns of NNS no more frequently than monthly following the beginning date of the contract. Payment terms 30 days following receipt of invoice. Statements will be sent to:

Town of Newfields  
Board of Selectmen  
65 Main Street  
Newfields, NH 03856

Town of Newmarket  
Board of Selectmen  
186 Main Street  
Newmarket, NH 03857

Town of Stratham  
Board of Selectmen  
10 Bunker Hill Avenue  
Stratham, NH 03885

Remit to address:  
Waste Management of Rochester NH Hauling  
PO Box 13577  
Philadelphia, PA 19101-3577

### **Site Visit/Tours**

Site visit/tours are always welcome at Waste Management's Turnkey Recycling and Environmental Enterprise (TREE). Please contact either Terry Skinner at 603-330-2106 or Peter Lachapelle at 603-330-2104 for scheduling.

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

Primary Contact: Peter Lachapelle

Title: Public Sector Services Representative

Address: Waste Management of New Hampshire, Inc.  
30 Rochester Neck Road, Rochester, NH 03839



Office Phone: 603-330-2104

Cell Phone: 603-396-9602

Office Fax: 603-330-2130

Email: **PLachape@wm.com**

In closing, we believe Waste Management offers the operational expertise and financial strength to become a valuable partner with the Town of Newfields, Newmarket, and Stratham as you select a vendor to manage your curbside collection of solid waste and recycling program. We are prepared to meet with you to review the details of our proposal.

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

Sincerely,  
Waste Management

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

Peter Lachapelle  
Public Sector Services Representative

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.  
90 Rochester Neck Road, Rochester, NH, 03839

as Principal, hereinafter called the Principal, and

WESTERN SURETY COMPANY  
333 South Wabash Avenue Floor 22, Chicago, IL, 60604

a corporation duly organized under the laws of the state of SD.

as Surety, hereinafter called the Surety, are held and firmly bound unto

TOWN OF NEWMARKET  
186 Main Street, Newmarket, NH, 03857

as

Obligee, hereinafter called the Oblige, in the sum of Ten Percent of the Estimated First Year Cost of the Bid  
Dollars (\$ 10% of the Estimated 1st Year Cost of the Bid), for the payment of which sum well and truly to be made, the  
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for

Collection, Transportation, and Disposal of Municipal Solid Waste & Recyclables

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into  
a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may  
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such  
bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Oblige may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and  
void, otherwise to remain in full force and effect.

Signed, sealed and executed this 19th day of September, 2016.

WASTE MANAGEMENT OF NEW HAMPSHIRE,  
INC.

Principal

By:

Lupe Tyler, Attorney-in-Fact

Witness:

Naomi Harris

WESTERN SURETY COMPANY

Surety

By:

Wendy W. Stuckey  
Wendy W. Stuckey Attorney-In-Fact

Witness:

Bianca Phillips  
Bianca Phillips



## POWER OF ATTORNEY

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Anoop Chawla Adlakha, Margaret Buboltz, Jennifer S. Copeland, KD Conrad, Vanessa Dominguez, Michael J. Herrod, Jennifer L. Jakaitis, Myisha Jefferson, Annette Leuschner, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, Susan A. Welsh and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

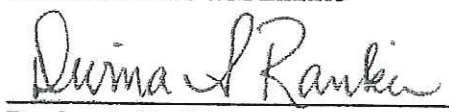
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of September 19<sup>th</sup>, 2016.

Witness:

  
\_\_\_\_\_

On behalf of Waste Management, Inc. and  
each of the other WM Entities

  
\_\_\_\_\_  
Devina A. Rankin  
Vice President and Treasurer

**PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE  
& RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH  
BID RESPONSE FORM.**

Bidding Company Name: Waste Management of New Hampshire Inc

Address: 30 Rochester Neck Rd  
Rochester NH 03839

Telephone Number: 603-330-2104 Email address: plachape@wm.com

**Item 1: Curbside Collection and Transportation of MSW to Turnkey Landfill:**

Three year term: a. Per Ton cost: \$125.50 1st Year b. Fix Fee for Term of Contract: N/A

**Item 2: MSW Disposal Option Alternative:**

Three year term: a. Per Ton Tipping Fee: Lamprey Disposal Agreement - per Agreement \$1.00 per ton credit with collection contract

Disposal Site and Address: Turnkey Landfill 90 Rochester Neck Rd Rochester NH 03839

**Item 3: Curbside collection and transportation for recycling:**

Three year term: a. Per Ton Fee: \$232.00 1st year b. Fixed Fee for Term of Contract: N/A

**Item 4: Recycling Processing Option:** Three year term: a. Per Ton Tipping Fee: \$4.15 - See processing formula attached

Processing Company, Site, and Address: WU Recycling Billerica 72 Salem St Billerica MA 01801

**Item 5: Additional Services Option:**

<u>Container and Size</u>	<u>Rental Fee (monthly rate)</u>	<u>On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)</u>	<u>Service Fee for once per week pickup</u>	<u>Per Ton Disposal/ Processing Fee</u>
4 yard dumpster	included		included	included
6 yard dumpster	included		included	included
8 yard dumpster	included		included	included
10 yard dumpster	included		included	included
30 yard bulk waste rolloff	included	\$205.00 per haul		Lamprey Disposal Rates
30 yard recycling rolloff	included	\$205.00 per haul		See attached processing
50 gallon cart for recycling	included		\$25.00 per pickup per cart	See attached processing



Do not leave any item blank. Instead, place "N/A" in any space for which you wish not to respond.

Please note any exceptions, qualifications, stipulations, and/or substitutions on a separate page in detail.

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

Person Submitting Bid: Name/Title:

Peter Lachapelle  
Public Sector Representative  
(Print or Type)

Peter Lachapelle  
(Signature)

9/19/16  
Date

## EXHIBIT C

### RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only – empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

### DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 7% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit C.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 7% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.



## EXHIBIT D

### ACCEPTABLE RECYCLABLE MATERIAL VALUE

#### 1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

#### 2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

#### Material Component

#### Commodity Value

Newspapers, magazines and inserts  
Cardboard  
All other paper  
Aluminum / beverage cans  
Steel/Tin  
Plastic #1  
Plastic #2 Natural  
Plastic #2 Colored  
Mixed Plastics #3 - #7  
Glass  
Residue

PPW ONP #8  
PPW OCC #11  
PPW #2 Mixed Paper  
SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)  
SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)  
SMP for PET (baled, ¢/lb. picked up)  
SMP for Natural HDPE (baled, ¢/lb. picked up)  
SMP for Colored HDPE (baled, ¢/lb. picked up)  
Actual Value  
Actual Value  
Fixed Value \$60.00/ton

### 3. CHARGES

(a) The initial Processing Fee is \$80.00 per delivered ton subject to change in accordance with this Agreement.

(b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index ("CPI") for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Newmarket metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).



# Exhibit E

Revenue Share Calculation - Single Stream											
		Current Compositi on %	Market Value/Ton	Values		price/lb or ton	lbs/ton price in lbs	price/ton	less delivery	delivery/ton	net
Commodity	Index *										
OCC (Cardboard)	PPI OCC #11	20.78%	\$ 110.00	\$ 22.88		\$ 110.00		\$ 110.00			\$ 110.00
ONP (Newspapers, magazines and inserts)	PPI ONP #8	38.86%	\$ 75.00	\$ 28.15		\$ 75.00		\$ 75.00			\$ 75.00
Mixed Paper (All other paper)	PPW Mixed Paper #2	1.73%	\$ 60.00	\$ 1.04		\$ 60.00		\$ 60.00			\$ 60.00
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled cents/lb, delivered minus \$0.08 per pound)	1.41%	\$ 1,000.00	\$ 14.07		\$ 0.58	2,000	\$ 1,160.00	\$ 0.08	2000	\$ 1,000.00
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and delivered)	2.80%	\$ 60.00	\$ 1.56		\$ 60.00		\$ 60.00	\$ -		\$ 60.00
PET (Plastic #1)	SMP for PET (Baled, cents/lb, picked up)	2.71%	\$ 220.00	\$ 5.95		\$ 0.110	2,000	\$ 220.00			\$ 220.00
Natural HDPE (Plastic #2)	SMP for Natural HDPE (Baled, cents/lb, picked up)	0.81%	\$ 650.00	\$ 5.28		\$ 0.325	2,000	\$ 650.00			\$ 650.00
Colored HDPE (Plastic #2)	SMP for Colored HDPE (Baled, cents/lb, picked up)	0.81%	\$ 340.00	\$ 2.76		\$ 0.170	2,000	\$ 340.00			\$ 340.00
Mixed Plastics (Plastic #3-7)	Actual Value	3.04%	\$ 78.40	\$ 2.38		Actual	2,000	\$ 78.40			\$ 78.40
Glass	Actual Value	20.24%	\$ (24.74)	\$ (5.01)		Actual		\$ (24.74)			\$ (24.74)
Residue	Fixed Rate	7.00%	\$ (60.00)	\$ (4.20)		Fixed		\$ (60.00)			\$ (60.00)
	Total/Blended Value	100.00%	\$	\$ 75.85							
	MRF Processing Fee	\$ 80.00									
	Transportation Fee	\$ 35.00	\$	\$ (39.15)							
	50% share above Processing Fee										

Blended Value is Calculated Monthly.

• PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st Issue of the month retroactive to the first of the month.

• SMP means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the New York Region, first dated price each month, retroactive to the first of the month

• Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.

Blended Value is Calculated Monthly.

- \* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- \* SMP means the higher of the price published at [www.secondarymaterialpricing.com](http://www.secondarymaterialpricing.com) for the New York Region, first dated price each month, retroactive to the first of the month.
- \* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.

**SOLID WASTE AND RECYCLABLES  
COLLECTION, TRANSPORTATION AND DISPOSAL  
FOR THE TOWN OF NEWMARKET, NEW HAMPSHIRE**

**DRAFT ONLY**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Town of Newmarket, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Waste Management of New Hampshire, Inc., a corporation organized under the laws of the State of Connecticut and having a place of business at 4 Liberty Lane West, Hampton, New Hampshire 03842, (hereinafter referred to as the "Contractor").

WITNESSETH:

Whereas, the Town desires to hire the Contractor to provide residential collection, transportation and disposal of Municipal Solid Waste ("MSW") and Recyclables.

Now, therefore, in consideration contained herein, the Town and the Contractor hereby agree as follows:

**Section 1. Definitions**

- A Municipal Solid Waste ("MSW"): Non-baled solid waste normally disposed of by households and small businesses in the State of New Hampshire not including, Bulky Waste, Construction and Demolition Debris, Yard Waste, Cathode Ray Tubes, and White Goods; as defined herein, and not containing any Hazardous Waste.
- B Recyclable Materials: Shall include items as specified on Exhibit C attached hereto or other such materials as the parties may agree to in writing.
- C Construction and Demolition Debris: Building materials resulting from the process of construction, remodeling, repair, and demolition activities.
- D White Goods: Any large metal items, which cannot fit into a cart. Items include but are not limited to: dishwashers, washing machines, stoves, dryers or any appliance that contains Freon (refrigerators, air conditioners, freezers, dehumidifiers).
- E Cathode Ray Tube (CRT's): Any glass tube used to provide the visual display in televisions and computer monitors as defined by the State of New Hampshire's Hazardous Waste Rules ENV-WM 1101, "Universal Wastes".
- F Yard Waste: Consisting of, but not limited to: leaves, grass, pine needles, logs, or brush.
- G Residential Unit: A dwelling unit such as a home, trailer, condominium, or townhouse dwelling. For the purposes of this Agreement, Residential Unit shall include only those residential locations identified by the Town that are to be serviced under this Agreement.



- H Approved Resident User: Any occupant of a Residential Unit such as owner, renter or Lessee.
- I Disposal Site: A facility operated by the Contractor or its affiliate that will receive and dispose of solid waste and is legally empowered to accept same.
- J Material Recovery Facility ("MRF"): Location to be maintained by the Contractor for the purpose of sorting and preparing Recyclable Materials for market.
- L Hazardous or Unacceptable Waste: See Attachment B attached hereto.

## Section 2. Term of Agreement

The term of this Agreement shall be for a period of three (3) years from January 1, 2017 to and including December 31, 2019. The term of this Agreement shall be extended for 1- three year period contingent upon mutually agreeable terms unless either party give written notice of termination by certified United States mail to the other party at least ninety (90) days prior to the termination of the then current term. This Agreement's renewal is subject to funding as appropriated at the Annual Town Meeting.

## Section 3. Scope of Services

### **MSW Collection:**

The Contractor shall be responsible for the collection, transportation and disposal of all Approved Residential Units non-hazardous Municipal Solid Waste generated within the Town. Collection shall be in accordance with customary MSW collection practices. All MSW shall be placed in plastic bags not exceeding thirty-nine (39) gallons in volume. Bags may be placed in suitable containers not exceeding thirty-nine (39) gallons and equipped with handles. Each bag or container shall be appropriately tied or covered, and shall not exceed a weight of fifty (50) pounds and placed at curbside by 7:00 am on the designated collection day once per week. Collection of MSW will not start before 7:00 am or continue after 6:00 pm on the same day on routes established by Contractor. Exceptions to collection hours will be affected only upon mutual agreement of the parties, or when Contractor reasonably believes that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Contractor will not collect bulky items at street side. Residents must take them to the Town's designated disposal facility. Such items consist of any materials defined as Bulky Waste, Construction and Demolition Debris, White Goods, CRT's appliances or any large objects not capable of being lifted by one person exceeding the capacity of the MSW container.

Town shall pay all fees in accordance with this Agreement.

### **Disposal of MSW:**

Contractor shall transport MSW for disposal to the Waste Management Turnkey Recycling and Environmental Enterprises facility located in Rochester, New Hampshire or a fully permitted alternate disposal facility of the Contractor's choice. Contractor will take title to non-hazardous acceptable MSW upon pick-up and will be responsible for the disposition of such MSW to the location specified above. Contractor shall not mix any other

community's MSW with that of the Town of Newmarket, New Hampshire. Town shall pay all tipping fees for disposal of MSW in accordance with the Lamprey Regional Cooperative Agreement.

### **Recycling Collection:**

The Contractor shall perform Recycling Collection Services in the Town on a weekly schedule. Recyclables shall be collected on the same day as trash collection services for each designated residential unit on a weekly basis. The Contractor will place a sticker on any unacceptable materials contained in the bin explaining why the material is unacceptable. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected. The Contractor shall not commingle Recyclables with MSW except in an emergency situation and with the concurrence of the Newmarket Board of Selectmen. Contractor shall send a monthly recyclables report to the Town, by the tenth day of the following month, listing the quantity of recyclables collected.

### **Miscellaneous:**

Town agrees to instruct its residents that all items to be collected shall be placed curbside on approved collection routes by 7:00 am on the collection day.

The Town agrees that with advance notification to the residents, the Contractor may modify the collection routes so long as each Residential Unit receives weekly MSW collection service and weekly recycling collection service.

The Contractor shall assist the Town with preparing and printing recycling guidelines, and collection schedules on an annual basis.

### **Section 4. Compensation**

The Town agrees to make monthly payments to the Contractor for the above-referenced services at the rates as specified on Attachment A.

### **Section 5. Time of Collection**

Curbside collection of MSW and Recyclables shall be made no earlier than 7:00 a.m. on the scheduled collection day. The Contractor will collect the MSW placed at the curbside or other specifically detailed location once each collection week and recyclables will be collected weekly. Collections will not be made on the following observed holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The Contractor shall postpone collections that would normally occur on such holidays for one (1) day.



#### Section 6. Collection Equipment

One collection truck shall be designated for the collection of residential MSW and one collection truck for residential Recyclables. The Contractor shall provide an adequate number of vehicles for regular collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times.

Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor.

#### Section 7 Litter

All MSW and Recyclables hauled by the Contractor shall be so contained, tied, or enclosed such that leaking, spilling, or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter.

#### Section 8. Title to Waste

Title to all MSW and Recyclables, excluding Hazardous or Unacceptable Material, shall be vested in the Contractor upon being placed in his vehicle. Title to all Hazardous Material remains with the Town or Approved Resident User tendering the Hazardous Material. No Hazardous Material will be collected by the Contractor.

#### Section 9. Disposal and Marketing

All MSW and Recyclables shall be hauled to a site or facility designated by the Contractor that is legally empowered to accept the waste for treatment or disposal or recycling in accordance with all applicable federal, state and local regulations.

#### Section 10. Permits and Licenses

The Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement, all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein, including but not limited to the operation of the Processing Center.

#### Section 11. Independent Contractor

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Town, and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

#### Section 12. Routes and Schedules

The Contractor shall provide the Town with schedules of residential collection routes and keep such information current at all times. It shall be the Residents' responsibility to place

the MSW and Recyclables at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each Resident by mail or hand delivery not less than two (2) weeks prior to the change, only after approval by the Town. It shall also provide such information to the Town by the 15<sup>th</sup> of the month to be published on the Town web site.

The Contractor shall collect MSW and Recyclable Materials from all Approved Resident Users on the scheduled collection day. In the event there is a missed pick-up, the Contractor shall collect the MSW or Recyclable Material within twenty-four hours from the time of notice during normal business hours. All calls relating to missed pickups shall be logged by the Contractor and such Log shall be available for inspection by the Town.

The Contractor shall not be responsible to provide the authorized collection services should there be significant delays due to acts of God, unusual weather conditions, highway reconstruction, holidays, weekends, floods, fires, acts of terrorism, strike, Force Majeure, or any other unforeseen circumstance that is not in control of the Contractor. In the event of an authorized collection delay, an alternate day of collection will be provided.

#### Section 13. Non-Assignment

Neither the Contractor nor the Town shall assign, transfer, convey or otherwise hypothecate this Agreement or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### Section 14. Compliance with Laws and Regulations

Contractor will comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

#### Section 15. Unusual Changes or Costs

The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances or regulations. If the Contractor applies for an increase, the Contractor must provide a 60-day written notice of that increase, to the Town. If both parties do not agree to a negotiated amount then the issue shall be resolved through an arbitrator.

#### Section 16. Contractor's Personnel

- A. The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall give the name or names to the Town.
- B. The Contractor's collection employees shall wear a clean uniform bearing the Contractor's name and conduct themselves in a professional manner at all times and adhere to the Contractors Rules and Regulations.
- C. Each employee shall, at all times, carry a valid operator's license for the type of vehicle they are driving.



- D. The Town may request the dismissal of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- E. The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit and a communication device.
- F. The Contractor for reasons of race, creed or religion shall deny no person employment.

#### Section 17. Indemnity

The Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Contractor or its representatives or employees.

The Town shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees attributable to bodily injury, sickness, disease or death, or destruction to tangible property including the loss of use resulting therefrom, to the extent caused by the negligent act or omission of the Town or its representatives or employees.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

#### Section 18. Insurance

The Contractor shall obtain and maintain Insurance in the name of "Town of Newmarket" as additionally insured, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below:

<u>Coverage's</u>	<u>Limits of Liability</u>	
Worker's Compensation	Statutory	
Employer's Liability	\$3,000,000	
Personal/Bodily Injury Liability	\$5,000,000	Combined Single Limit
Property Damage Liability	\$5,000,000	Combined Single Limit
Automobile Bodily Injury	\$10,000,000	Combined Single Limit
Automobile Property Damage	\$10,000,000	Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

#### Section 19. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town: Town of Newmarket, NH  
186 Main Street  
Newmarket, NH 03857  
Attn: Town Administrator

To the Contractor: Waste Management of New Hampshire, Inc.  
4 Liberty Lane West  
Hampton, NH 03842  
Attn: Public Sector Services Manager  
and: Attn: Senior Group Counsel

or to such other address as the parties may designate in writing.

#### Section 20. Point of Contact

All dealings, contact etc. between the parties shall be directed by the Contractor to the Town or Town's designee.

#### Section 21. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

#### Section 22. Titles of Sections

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

#### Section 23. Amendment

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

#### Section 24. Severability

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement, shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

#### Section 25. Number of Copies

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.

#### Section 26. Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.



#### Section 27. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected by the Town, one arbitrator selected by the Contractor. The two arbitrators appointed by the parties may then select a third arbitrator to resolve any claim or controversy.

#### Section 28. Termination

- A. In the event the Contractor materially defaults in the performance of any of the material covenants or Agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice:
  - 1. The Contractor shall correct the default: or
  - 2. In the event of a default not capable of being corrected within thirty (30) days, the Contractor shall commence correcting the default within thirty (30) days of Town's notification thereof, and thereafter correct the default with due diligence.
- B. If the Contractor fails to correct the default as provided above, Town, without further notice, shall have all of the following rights and remedies which Town may exercise singly or in combination:
  - 1. The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date and the Town shall designate; and
  - 2. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself. All excess costs for said services to be born by the Contractor.

#### Section 29. Successors and Assigns

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town; in the event of any assignment, the assignee shall assume the liability of the Contractor.

#### Section 30. Entirety

**This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

Town of Newmarket, NH, a municipal corporation

\_\_\_\_\_  
Newmarket, Town Administrator, Duly Authorized

\_\_\_\_\_  
Date

Waste Management of New Hampshire, Inc.

\_\_\_\_\_  
Christopher DeSantis, President, Duly Authorized

\_\_\_\_\_  
Date



**Compensation for Services**

The Town agrees to compensate the Contractor in accordance with the rates below.

A. Curbside Collection – Weekly MSW

Year One: 1/1/17 - 12/31/17: \$

B. Curbside Collection – Weekly SS Recyclable Materials

Year One: 1/1/17 - 12/31/17: \$

C. Roll-off Containers - \$

**Pricing Escalation**

Yearly increase for collection and transportation for Municipal Solid Waste, Single Stream Recycling and Roll-off work will be fixed at 3%.

D. Processing Fee Single Stream Recycling

Year One: 1/1/17 - 12/31/17: \$ See processing fee below

**Processing and Marketing of Recyclables:**

Town shall also exclusively provide to TREE's materials recovery processing facility located in Rochester, New Hampshire all of the single stream recyclable materials generated within the Town and meeting the specifications as defined in Exhibit C ("Specifications) attached hereto ("Acceptable Recyclable Materials"). In the event that the single stream recyclable materials do not meet Specifications, the load may be rejected and/or Town shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. The Town shall not allow scavenging of Acceptable Recyclable Material. Title to and liability for Excluded Materials, as defined in Exhibit C, shall remain with Town at all times. Title to Acceptable Recyclable Materials provided by Town to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Town to discontinue acceptance of any category of Acceptable Recyclable Material as a result of market conditions related to such materials and makes no

representations as to the recyclability of the materials which are subject to this Agreement.

The value of the Acceptable Recyclable Materials shall be as set forth on Exhibit D. It shall be conclusively presumed that the composition of the Acceptable Recyclable Materials collected by the Company shall be identical to the composition of all single stream recyclable materials processed by Company at the processing facility used, as established from time to time by Company. Notwithstanding the foregoing, Company may perform a composition study of the Acceptable Recyclable Materials to determine the composition percentage of each commodity for the material and may revise the amount payable or chargeable to Town to reflect the actual composition of Town's Acceptable Recyclable Materials. Town acknowledges that the value of the Acceptable Recyclable Materials may be negative. An example of the monthly calculation to determine the charge or rebate is set forth on Exhibit E.

The parties acknowledge that maintenance of the quality of the single stream recyclable materials is a requirement of this Agreement, subject to the provisions contained herein. The Town shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream recyclable materials. Company shall provide reasonable assistance to the Town in such efforts.



## Attachment B

A. "Hazardous Waste" means:

- (1) any material or substance which, by reason of its composition or characteristics, is;
  - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced, amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
  - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
- (2) other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
- (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
2. A Waste transported in a bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or

item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.

8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyls (PCBs).
12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.
20. Pumpings from septic tanks used any size exclusively by dwelling units.



21. Sludge from a publicly owned-sewerage treatment plant serving primarily domestic users.
22. Regulated quantities of grease trap wastes from any source.
23. Washwater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Washwater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Wastes produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.

## EXHIBIT C

### RECYCLABLES - SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include only the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only – empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags, expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Any other item not listed above as a Recyclable

### DELIVERY SPECIFICATIONS:

Recyclables delivered by or on behalf of Customer may not contain more than 7% non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed in this Exhibit C.

Town will be responsible for the presence of, and any cost associated with the removal of non-recyclables in excess of 7% by weight of each delivered load and any Excluded Materials, which Contractor shall cause the Town to be invoiced separately by the Recycling Facility with information documenting weight and transportation and disposal costs. 'Excluded Materials' means waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Recycling Facility, its personnel or the public or materially impair the strength or the durability of the Recycling Facility's structures or equipment. Title to and liability for Excluded Materials shall remain with the Town at all times. Title to Recyclables provided by the Town to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.



## EXHIBIT D

### ACCEPTABLE RECYCLABLE MATERIAL VALUE

#### 1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Town's Value Share is 50% of the difference between the Blended Value and the Processing Fee. When the Blended Value is less than the Processing Fee, Town shall pay Company the difference between the Processing Fee and the Blended Value.

#### 2. BLENDED VALUE

To calculate the Blended Value per ton of the Acceptable Recyclable Materials,

- (a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Town's recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.
- (c) Town acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- "SMP" means the average of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New England Region, first dated price each month, retroactive to the first of the month.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Town's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- "Transportation and Disposal" means the charge for transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

#### Material Component

#### Commodity Value

Newspapers, magazines and inserts  
Cardboard  
All other paper  
Aluminum / beverage cans  
Steel/Tin  
Plastic #1  
Plastic #2 Natural  
Plastic #2 Colored  
Mixed Plastics #3 - #7  
Glass  
Residue

PPW ONP #8  
PPW OCC #11  
PPW #2 Mixed Paper  
SMP for Aluminum Cans (Sorted, Baled, ¢/lb, delivered)  
SMP for Steel Cans (Sorted, Baled, ¢/lb, delivered)  
SMP for PET (baled, ¢/lb. picked up)  
SMP for Natural HDPE (baled, ¢/lb. picked up)  
SMP for Colored HDPE (baled, ¢/lb. picked up)  
Actual Value  
Actual Value  
Fixed Value \$60.00/ton

### 3. CHARGES

(a) The initial Processing Fee is \$80.00 per delivered ton subject to change in accordance with this Agreement.

(b) The Processing Fee may be increased as calculated below on the anniversary of the Effective Date ("Anniversary Date") and such increase shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. Increases to the Processing Fee shall be in proportion to the increase in the Consumer Price Index ("CPI") for the twelve (12) months ending one month prior to the Anniversary Date. In the event the CPI is no longer viable or no longer reflective of consumer prices in the Newmarket metropolitan geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual consent of the parties. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), New England, Water, Sewer, Trash Collection, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100).



# Exhibit E

Revenue Share Calculation - Single Stream									
Commodity	Index *	Current Composti on %	Market Value/Ton	Values					
OCC (Cardboard)	PPIOCC #11	20.78%	\$ 110.00	\$					
ONP (Newsprint, magazines and inserts)	PPIOCC #8	38.86%	\$ 75.00	\$					
Mixed Paper (All other paper)	PPW Mixed Paper #2	1.73%	\$ 60.00	\$					
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled cents/lb. delivered minus \$.00 per pound)	1.47%	\$ 1,000.00	\$					
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and delivered)	2.60%	\$ 60.00	\$					
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	2.71%	\$ 220.00	\$					
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.81%	\$ 650.00	\$					
Colored HDPE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	0.81%	\$ 340.00	\$					
Mixed Plastics (Plastic #3-7)	Actual Value	3.04%	\$ 78.40	\$					
Glass	Actual Value	20.24%	\$ (24.74)	\$					
Residue	Fixed Rate	7.00%	\$ (60.00)	\$					
	Total/Blended Value	100.00%		\$					
	MRF Processing Fee	\$ 80.00							
	Transportation Fee	\$ 35.00							
	50% share above Processing Fee								

Blended Value is Calculated Monthly.

- \* PPI means the higher of the prices issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- \* SMP means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com) for the New York Region, first dated price each month, retroactive to the first of the month.
- \* Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third parties.



# TOWN OF STRATHAM

INCORPORATED 1716

10 BUNKER HILL AVENUE • STRATHAM NH 03885

VOICE (603) 772-7391 • FAX (603) 775-0517

## Request for Proposals

The Towns of Newfields, Newmarket, and Stratham (NNS) are requesting proposals for the following services:

- Item:
- a) Curbside Collection and Transportation of Municipal Solid Waste to a designated site.
  - b) Curbside Collection, Transportation, and Processing/Handling/Marketing of Recyclables
  - c) Rolloff containers, and Transportation of those containers to either a designated disposal site, or to a site provided to Process/Handle/Market Recyclables in those containers

The above proposals shall conform to the attached minimum specifications. All proposals shall be submitted in **triplicate** to the Office of the Town Administrator, Town of Newmarket, 186 Main Street, Newmarket, NH 03857, by **10:00 a.m. on Monday, September 19, 2016**. **Late, faxed, or emailed proposals will not be accepted.**

Proposal envelopes shall be sealed and clearly marked as indicated in the attached specifications. The Towns of Newfields, Newmarket, and Stratham reserve the right to accept or reject any and all proposals submitted, or take any proposal that the Towns deem advantageous regardless of the price quoted.

There is a mandatory pre-submission meeting to be held on **Wednesday, September 7, 2016** at 10:00 a.m. in the Town Offices of the Town of Stratham, 10 Bunker Hill Avenue. Questions concerning the proposal will only be addressed at that time.

Sincerely,

Paul R. Deschaine  
Town Administrator

Dated: August 31, 2016

cc: Stephen Fournier, Town of Newmarket  
Clay Mitchell, Town of Newfields



**PROPOSAL FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NEW HAMPSHIRE (NNS) FOR THE FOLLOWING BROAD SERVICE CATEGORIES:**

- ITEM 1: CURBSIDE COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE (MSW) TO A DESIGNATED DISPOSAL SITE**
- ITEM 2: DISPOSAL OF MSW AT A LICENSED DISPOSAL SITE**
- ITEM 3: CURBSIDE COLLECTION AND TRANSPORTATION TO A PROCESSING/HANDLING SITE FOR THE MARKETING OF RECYCLABLES**
- ITEM 4: PROCESSING/HANDLING/MARKETING OF RECYCLABLES**
- ITEM 5: DUMPSTER AND ROLLOFF CONTAINERS, AND TRANSPORTATION OF THE CONTENTS OF THOSE CONTAINERS TO EITHER A DESIGNATED DISPOSAL SITE, OR TO A SITE PROVIDED TO PROCESS/HANDLE/MARKET RECYCLABLES AS APPROPRIATE**

**1.1 INTRODUCTION**

The Towns of NNS, New Hampshire, situated in Rockingham County, request proposals for curbside collection and transportation of municipal solid waste and curbside collection, transportation, and processing/handling/marketing of recyclables. The populations of each Town as estimated by the NH Office of Energy and Planning for the year 2015 are Newfields – 1685, Newmarket – 9170, and Stratham – 7334.

The intent of this request for proposal is to maintain a method of curbside collection for municipal solid waste and recyclable materials.

**1.2 SCOPE OF WORK**

The successful contractor shall provide expertise, labor, equipment, and materials for the curbside collection, transportation, and disposal of municipal solid waste (MSW), and curbside collection, transportation, and processing/handling/marketing of recyclables from all presently participating locations herein and future curbside refuse pick-up locations that the Towns have an obligation to service for the term of the contract. All work must be done in a professional manner and according to these specifications. Historic tonnages collected by Town are as follows:

Towns:	2010 US Census Data		2011 Tonnage		2015 Tonnage	
	Population	Housing Units	MSW	Recyclables	MSW	Recyclables
Newmarket	8,936	4,139	863	746	821	905
Newfields	1,680	591	542		505	241
Stratham	7,255	2,864	2,264	691	2103	851

The information provided above is for estimation purposes only and does not constitute a guarantee of any future tonnages by any of the Towns.

The Towns will consider contract proposals with a commence date of January 1, 2017 for a three (3) year duration with a three (3) year renewal option.

**1.3 ITEMS TO BE COLLECTED - MUNICIPAL SOLID WASTE**

All items to be collected shall be municipal solid waste placed at the curbside with the exception of any type of liquid waste, animal carcasses, manure and renderings, tires, flammable liquids, pesticides, septage, asbestos materials, medical and dental waste, grease, cooking oil, leaves, yard waste, brush, ammunition and explosives, nuclear or atomic waste, any materials containing hazardous waste as defined by state and federal agencies, refrigerators, air conditioners or any appliance containing cfc's, building demolition and debris, steel, wood, bricks, stone, metal barrels or any other items not taken at the Turnkey Landfill in Rochester, NH.

Collected bags will not exceed 33 gallons in size or 30lbs in weight.

**Newmarket Only:** The contractor shall only collect bags in the Town of Newmarket bearing the official TOWN SEAL.

#### **1.4 ITEMS TO BE COLLECTED - RECYCLABLES**

Items to be collected as recyclable will be placed at the curbside in collection boxes provided by the Towns. Minimum items to be picked up via a "single stream" collection method and recycled are brown, clear, and green glass, #1 and #2 plastic, newspaper, cardboard, magazines, telephone books, "junk mail," office paper, aluminum cans, and tin/steel cans. Locations will be at participating households throughout the towns of Newfields, Newmarket, and Stratham. Curbside collection of recyclables shall be performed on the same day as the curbside collection of MSW.

#### **1.5 DISPOSAL/PROCESSING**

All MSW that is collected must be delivered and disposed at Turnkey Landfill in Rochester, NH under an agreement with the Lamprey Regional Cooperative of which NNS are member towns. The Towns will entertain proposals for disposal at a licensed or permitted facility acceptable to the Towns of NNS so long as the proposal provides separate quotes for tipping fee disposal. MSW will not be allowed to be disposed at an unlined/unpermitted landfill. The Towns reserve the right to enter into a contract for tipping fee disposal cost independent of the cost of collection.

All proposals must provide a separate cost to process recyclable materials, which must identify the location and entity receiving the materials. Processor must be approved by the Towns and shall not landfill or incinerate the materials received.

#### **1.6 OWNERSHIP**

The contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe handling and disposal of items in accordance with all municipal, state, and federal rules, regulations, laws, etc.

#### **1.7 CERTIFICATES OF INSURANCE**

The Contractor agrees that it will carry any and all insurance which will protect it, the Towns of NNS and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Towns of Newfields, Newmarket, and Stratham and its officials, agents, volunteers and employees shall be named as an Additional Insured in any and all such liability insurance policies required by the Town.

The contractor will provide insurance certificates for the following minimums coverage before starting work:

- A. Owners and Contractors Protective - Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property damage \$500,000. each occurrence, \$2,000,000. total.
- B. General Liability - Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property Damage \$500,000.00 each occurrence, \$2,000,000. total.
- C. Automobile Liability - Bodily Injury \$500,000. each person/occurrence. \$2,000,000. each accident/occurrence. Property damage \$2,000,000. each occurrence.
- D. Worker's Compensation - Statutory Requirements. The contractor shall provide worker's compensation. The Contractor's worker's compensation coverage must waive subrogation against the Towns of NNS and its officials, agents, volunteers and employees.

#### **1.8 PROPOSAL FORMAT**



Proposers must use the attached Bid Response Forms. All blanks are to be filled in and returned with this complete set of papers consisting of instructions to proposers, proposal form, a surety company "Bid Deposit" bond, or certified check, as security for the execution of the contract payable to the Town of Newmarket in the sum of not less than ten percent (10%) of the estimated first year cost of the bid, and a sample proposed contract, which will be executed separately by each town upon awarding of the bid. The proposer is expected to carefully examine provisions, project forms and the Towns of NNS before submitting a proposal. Failure to do so will not relieve a successful proposer from his/her obligation to fulfill the contract and the terms of this RFP. The submission of a proposal shall be considered prima facie evidence that the proposer has made an examination of the proposed work, plans, proposal, and is familiar with the conditions to be encountered in the performance of work and as to the requirements of the specifications, special provisions, and contracts.

Particular attention is called to the requirements of worker's compensation, public liability and motor vehicle insurance, liquidated damages, and the manner in which the work is to be performed. The price of the proposal shall include full compensation, for all materials, equipment, tools, labor and incidental work necessary to complete the work to the satisfaction of the Towns. The prices shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights which may be involved in the work.

The proposer shall specify unit prices as outlined on the proposal form.

Any, or all, proposals will be rejected if there is any reason for the towns to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration and she/he may be disqualified from proposing on future work.

Before the awarding of the contract any proposer may be required to show that she/he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated.

The Towns reserve the right to reject any, or all, proposals.

A proposer may withdraw his/her proposal, provided the request is in **writing** and in the hands of the Newmarket Town Administrator before the time of the proposal opening. Such proposal(s) shall be returned unopened and unread.

The proposal envelope shall clearly indicate the name and address of the proposer with words "**Curbside Collection Proposal**" and "**Due Date**" on the front of the envelope. Proposals received after the time stipulated for the opening will be returned to the sender unopened. All proposals must be presented in triplicate to the Office of the Town Administrator at the Town of Newmarket, 186 Main Street, Newmarket NH 03857.

After the opening of proposals, the proposal security of all proposers will be returned within seven (7) business days (excluding Saturdays, Sundays, and holidays) with the exception of the three lowest eligible proposers. The proposal security of these three proposers will be returned upon execution and delivery of the contract award on or before December 31, 2016, unless forfeited by failure to execute the contract provided herein.

In the case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bonds within the time specified, the Towns may determine that the proposer has abandoned the contract. Thereupon the proposal and acceptance shall be null and void, and the proposal security accompanying the proposal shall be forfeited to the Towns as liquidated damages for such failure, or neglect and to indemnify the Towns for any loss which may be sustained by the failure of the proposer to execute the contract and furnish the bonds as aforesaid, provided that in case of death, disability or other unforeseen circumstances affecting the proposer, such proposal security may be returned. After execution of the contract and acceptance of the bonds by the Towns, the proposal security accompanying the proposal of the successful proposer will be returned.

## 1.9 PRE-SUBMISSION CONFERENCE

All prospective proposers are required to attend a mandatory pre-submission conference to be held in the Stratham Town Offices, 10 Bunker Hill Avenue, Stratham NH at 10:00 a.m. on **Wednesday, August 31, 2016**. NO questions will be answered at any other time.

## **2.0 REFERENCES**

Proposers shall provide at least five (5) references providing testimony to the proposer's experience, quality of service, and reliability. At least three (3) of those references shall be from communities presently under contract for service.

## **2.1 AWARD**

The Towns may reject in whole, or in part, any submittal. The Towns will award based on the best interest of the Towns of NNS.

The selected contractor shall furnish to each Town, a performance bond for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the State and to be in the penal sum of 110 percent of the estimated first year's billing (based on the bid and the estimated tonnage to be served). Said bond shall indemnify each Town against any loss resulting from any failure of performance by the contractor, not exceeding, however, the penal sum of the bond. The surety company shall provide a minimum of thirty days notice to each Town prior to the expiration and/or termination of the performance bond.

## **2.2 CONTRACT PERIOD**

The minimum contract period shall be for a three (3) year period commencing January 1, 2017.

## **2.3 CONTRACT PRICE**

Contract proposals shall include the following items and shall be the sole sum on which invoices are based:

1. Fee for curbside collection and transportation of MSW to Turnkey Landfill shall be presented as follows:
  - a. Fee per ton for collection and transportation.
  - b. Fixed fee for contract period.
2. Proposals may include a tipping fee "per ton" (weight) for disposal of MSW at a licensed disposal site.
3. Fee for the single stream curbside collection and transportation of recycling materials shall be presented as follows:
  - a. Fee per ton for collection and transportation.
  - b. Fixed fee for contract period.
4. Tipping fee "per ton" (weight) for processing of recyclables at a licensed facility.
5. Additional Services: - Fee for rolloff, dumpster and cart services presented as follows:
  - a. Rental fee per rolloff and dumpster 50 gallon carts as may be applicable
  - b. Transportation fee to a designated disposal site
  - c. Fee per ton for the disposal of bulky wastes within the rolloffs

No fuel surcharges or other fees and/or charges will be permitted under this contract. All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.

The contractor will only charge the Towns for the waste collected within each Town's geographical limits and at stops approved by the Towns. Any per ton method of measurement will be based on weight, i.e., tonnage, at the disposal/processing site scale house. Scale house must be certified by the State Bureau of Weights and Measures. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Towns with the monthly invoice.



The Towns reserve the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only each Town's trash is picked up, and transportation and disposal/processing is being charged to each Town appropriately.

The Contractor will submit a monthly invoice to each Town. All invoices will state date of delivery, truck identification number, and tonnage delivered. Official scale tickets for each delivery must be attached.

Upon receipt of the invoice, the Towns will have up to thirty (30) days to remit payment.

## **2.4 COLLECTION**

Pickup of municipal solid waste and recyclables will be on a weekly basis at the present curbside locations. Routes and locations will be picked up in an efficient and consistent manner by contractor (penalties will be discussed at the Pre-Submittal Conference). Requests for changes in the routes and schedules during the contract period must be in writing and will not be permitted without prior written approval by each town.

Collection trucks shall be compaction type (packer) units, designed for collection of residential refuse and/or recyclables. The contractor shall provide an adequate number of vehicles approved by the Towns for regular collection services. They shall be kept in good repair, appearance and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the name of the Contractor and contact information. All materials shall be hauled in a manner to prevent spillage, leakage, or blowing. In the event that any material leaves the truck, the material must be immediately cleaned up.

Empty solid waste and/or recycling containers shall be placed, and not dropped or thrown, in their original location or within two (2) feet of the travel way, and shall not be placed to block the travel way, sidewalk, or driveways.

## **2.5 COLLECTION SCHEDULE**

The successful contractor shall submit a detailed collection schedule prior to commencement of work and the Towns of NNS will be responsible for the timely public notification. In all cases, MSW/recyclables cannot be picked up prior to 7:00 a.m. on the collection day. Weekends and holiday schedules will not be permitted. Holidays will be as defined by the Towns of NNS.

No material will be permitted to stay at the curb overnight past 6:00 p.m. on the designated day of collection. Adverse weather conditions will not be permitted to alter the date of collection without prior approval of each town.

The contractor will be obligated to make return trips to an area if a specific location is missed.

If the contractor encounters a container which does not meet the Town's specifications, the contractor shall affix a sticker to the unacceptable bag or container, explaining why the bag or container was not picked up, and prior to the close of business, shall notify each Town as to the location, quantity and reason why municipal solid waste or recyclables were not picked up at that location.

## **2.6 CLEAN-UP**

The contractor is expected to clean up the curbside area due to animals or birds breaking open the bag, and leave the area clean after the stop has been picked up. Any material that is dropped on the ground due to a broken bag during collection shall also be picked up and removed from the roadside.

## **2.7 INDEMNITY**

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Towns of NNS, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all

liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify, and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Towns of NNS reserve the right to retain counsel of their choice or in the alternative, approve counsel obtained by the contractor.

The Towns of NNS shall not be required to defend, indemnify, or insure the Contractor, any subcontractor or any professional service provider.

## **2.8 PUBLIC RELATIONS**

The contractor shall establish and maintain a local office, or other such facility that shall be approved by the Town, through which it can be contacted; where services may be applied for; and complaints can be made. A direct toll free number shall be provided to accept customer service calls from residents. The contractor must provide an emergency "on call" authorized supervisor, or project manager, during collection hours to handle complaints and/or problems.

## **2.9 ASSIGNMENT**

No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the contractor without the express written consent of the towns. In the event of any assignment the assignee shall assume the liability of the contractor.

## **3.0 PERMITS**

The contractor shall obtain at his/her own expense all permits and licenses required by law to fulfill the contract agreement.

## **3.1 MISCELLANEOUS**

The Town may request the dismissal or reassignment of any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties.

The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit, fire extinguisher, flare kits, etc.

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver by the Town of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **3.2 ADDITIONAL SERVICES**

In addition to the services described above, each town has the following needs for services, which are provided by the current contractor. Proposals are to address each of the stated needs and the associated costs, if any, to provide



each service. In addition to the Bid Response Form, responses to this Section may include a narrative, which succinctly and clearly describe the services being offered, as an attachment to the Bid Response Form. The Towns of NNS reserve the right to award a contract for these services separate from the curbside collection contract.

Town	Rolloffs <sup>1</sup>	Dumpsters <sup>2</sup>	Carts (50 gallon) <sup>2</sup>
Newmarket	One 50 yard; one 30 yard	Seven 8 yard	
Newfields			
Stratham	Three 30 yard; two ~30 yard recycling	One 8 yard; Five 4 yard; One 6 yard	Up to 24

Please state separately any rental, transportation, and/or disposal/processing charges per container (rolloff, dumpster, or cart) associated with servicing these needs.

<sup>1</sup> Frequency of service – on call as needed.

<sup>2</sup> Frequency of service – once per week

By way of example, the Town of Stratham during the calendar year 2015 had following types of activity in their Transfer Station, which handles bulky wastes, and recycling items not collected at the curb. The current contractor preformed the following services:

- Provided 2-4 thirty yard rolloffs for bulk wastes
- Delivered 358 tons of bulky wastes to a licensed disposal site
- Provided 2 thirty yard custom rolloffs for recycling materials
- Delivered 22.46 tons of recyclable materials to a recycling processor
- Made 106 individual pulls of these rolloffs

**PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL SOLID WASTE  
& RECYCLABLES FOR THE TOWNS OF NEWFIELDS, NEWMARKET, AND STRATHAM, NH  
BID RESPONSE FORM.**

Bidding Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

**Item 1: Curbside Collection and Transportation of MSW to Turnkey Landfill:**

Three year term: a. Per Ton cost: \_\_\_\_\_ b. Fix Fee for Term of Contract: \_\_\_\_\_

**Item 2: MSW Disposal Option Alternative:**

Three year term: a. Per Ton Tipping Fee: \_\_\_\_\_

Disposal Site and Address: \_\_\_\_\_

**Item 3: Curbside collection and transportation for recycling:**

Three year term: a. Per Ton Fee: \_\_\_\_\_ b. Fixed Fee for Term of Contract: \_\_\_\_\_

**Item 4: Recycling Processing Option: Three year term: a. Per Ton Tipping Fee: \_\_\_\_\_**

Processing Company, Site, and Address: \_\_\_\_\_

**Item 5: Additional Services Option:**

<u>Container and Size</u>	<u>Rental Fee (monthly rate)</u>	<u>On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)</u>	<u>Service Fee for once per week pickup</u>	<u>Per Ton Disposal/ Processing Fee</u>
4 yard dumpster				
6 yard dumpster				
8 yard dumpster				
10 yard dumpster				
30 yard bulk waste rolloff				
30 yard recycling rolloff				
50 gallon cart for recycling				



Do not leave any item blank. Instead, place "N/A" in any space for which you wish not to respond.

Please note any exceptions, qualifications, stipulations, and/or substitutions on a separate page in detail.

Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed, and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

Person Submitting Bid: Name/Title:

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



**TOWN OF NEWMARKET, NEW HAMPSHIRE**  
**By the Newmarket Town Council**

**Resolution #2016/2017-08**

**Resolution Relating to the Acceptance of Conservation Land Formerly Owned by Charles E. Dearborn and Family:**

**WHEREAS**, the heirs of Charles E. Dearborn proposed to the Newmarket Conservation Commission that a portion of the property formerly owned by Charlie E. Dearborn, located off of Grant Road and known as 206 Grant Road, Newmarket Tax and Lot No. R6/27/6, and containing approximately 38.09 acres, more or less, and already subject to a conservation easement held by the N.H. Fish and Game Department, shall be gifted to the Town of Newmarket, and

**WHEREAS**, the Conservation Commission and the Planning Board support this gift of land to the Town, subject to the existing conservation easement and other restrictions and notes referenced in the Quitclaim Deed from the heirs of Charles E. Dearborn to the Town of Newmarket, and

**WHEREAS**, the Town Council is amenable to accepting this gracious gift of land from the heirs of Charles E. Dearborn,

**NOW THEREFORE BE IT RESOLVED**, that the Newmarket Town Council does accept this Quitclaim Deed of land from the heirs of Charles E. Dearborn to the Town of Newmarket, and authorizes the Town Administrator to take such additional actions as may be necessary to facilitate this gift of land to the Town.

First Reading:           October 5, 2016

Second Reading:

Approval:

Approved: \_\_\_\_\_  
Gary Levy, Chairman Newmarket Town Council

A True Copy Attest: \_\_\_\_\_  
Terri Littlefield, Town Clerk