

**AGENDA
TOWN OF PEMBROKE
SOLID WASTE ADVISORY COMMITTEE
Wednesday July 15, 2020
6:30 PM
TOWN HALL, Paulsen Room**

1. CALL TO ORDER:

2. NEW BUSINESS

- a. Review current contract with Casella
- b. Discussions on privatization
- c. Vehicle replacement

3. ADJOURNMENT:

ACCEPTABLE WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of September, 2013, by and between Casella Waste Management of Massachusetts, Inc., ("Contractor") and Pembroke, New Hampshire ("Pembroke").

WITNESSETH:

WHEREAS, Contractor is in the business, among others, of hauling, receiving and disposing of Acceptable Waste (as hereafter defined); and,

WHEREAS, Pembroke is a responsible for, among other services, providing hauling services and disposal for Acceptable Waste for the Town of Pembroke,

WHEREAS, Pembroke is desirous of delivering said Acceptable Waste to Contractor's Transfer Station located in Allentown, New Hampshire, and Contractor is desirous of hauling, receiving and disposing of the Acceptable Waste.

NOW THEREFORE, in consideration of their mutual conditions and covenants contained herein, the parties hereto, intend to be legally bound, do hereby agree as follows:

1. DEFINITIONS

"Acceptable Waste" means Municipal Solid Waste and Recyclable Materials. However, in no event shall Acceptable Waste mean or include Unacceptable Waste.

"Transfer Station" means the Contractor's transfer station located at 104 River Road, Allentown, New Hampshire.

"Municipal Solid Waste ("MSW")" means garbage, refuse, other discarded material or waste, including solid materials resulting from the operation of residential, commercial or institutional establishments and from community activities. However, in no event shall Municipal Solid Waste mean or include Unacceptable Waste.

"Recyclable Materials/Single Stream Recyclable Materials" means reusable waste separated from solid waste for the purpose of recycling. Includes, but is not limited to, paper, newspapers, magazines, cardboard, glass, plastics, combined together in a container, and more specifically described in Exhibit A.

"Unacceptable Waste" means: (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal or processing at the Transfer Station; as determined by Contractor, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances, unless said waste has been deemed Acceptable Waste by any applicable federal, state or local laws, rules, regulations, or permits; (c) any other material that Contractor reasonably concludes would require special handling or present an endangerment to the Transfer Station, the public health or safety, or the environment.

2. DISPOSAL OF ACCEPTABLE WASTE

General: Commencing October 1, 2013, and continuing for the entire term of this Agreement, Contractor shall haul (in some cases), accept, dispose of and process Acceptable Waste from Pembroke on an exclusive basis.

Hours: Hours of operation at the Transfer Station are Monday thru Friday 7:00am to 4:00pm. Any changes in the schedule shall be communicated to Pembroke with ten (10) days written notice.

Fees: Pembroke agrees to pay Contractor the following:

Acceptable Waste Disposal:

Non Burnable and Burnable material from Pembroke Transfer Station:

Haul Rate: \$125.00

Disposal: For the period of January 1, 2014 thru December 31, 2014:
Burnables delivered to Penacook under Town of Pembroke
Contract and Non Burnables to Allenstown = \$68.00 per ton

For the remaining term of the Agreement:
Burnables and Non Burnables delivered to Allenstown =
\$62.00 per ton

Residential MSW :

Disposal: \$62.00 per ton delivered into the Allenstown Transfer Station by the Town of Pembroke curbside route collection vehicles, effective upon the termination of the contract between the Town of Pembroke and the Co-Op as of 12/31/2014

Single Stream Recyclable Materials:

Single Stream Recycling - new rebate structure effective 10/1/2013 delivered by the Town of Pembroke curbside collection vehicles to Allenstown Transfer Station.

Recyclable Materials Rebate:

Plant ACR - \$77, share of 30%
Example: Current plan ACR = \$95
 $(\$95 - \$77 = \$18) * 30\% = \5.40 per ton

Any increases to state or district fees will be passed through to Pembroke. Each year, on the anniversary of the Agreement, an increase will be applied to the Disposal Tip Fee and Hauling Fee based on the U.S. City Average Consumer Price Index for all Urban Consumers (CPI-U) for the Northeast Area. The CPI-U increase will be based on the average previous calendar year percentage change in the CPI-U, but in no case shall exceed three percent (3%).

Contractor will invoice Pembroke by the last day of the month following the month services were provided. All invoices shall be due and payable in a strict net 30 days from date of weekly invoice basis. Interest shall accrue on all past due invoices at the

rate of one and one-half percent (1.5) per month, and Pembroke shall pay any and all costs incurred by Contractor for collection of unpaid balances, including Attorney's fees.

If during the term of the Agreement, any municipality of comparable size to Pembroke delivers Acceptable Waste to the Transfer Station at a rate lower than the Disposal Tip Fee, Contractor agrees to lower the Disposal Tip Fee to match the rate.

Unacceptable Waste: In the event that Unacceptable Waste is delivered to the Transfer Station pursuant to this Agreement, any and all costs incurred by Contractor with respect to such Unacceptable Waste, including any fines, penalties, investigation, removal or remedial costs assessed or incurred therefore, shall be promptly paid by Pembroke. Acceptance of a delivery by the Transfer Station shall not create any presumption that the delivery did not contain Unacceptable Waste, whether or not such delivery was inspected or tested.

3. TERM

The Initial Term of this Agreement shall commence on October 1, 2013, and shall extend through August 31, 2022. The Parties agree to negotiate in good faith additional extensions to this Agreement, contingent upon terms and conditions mutually agreed to by both Parties.

4. CONTRACTOR WARRANTIES

Contractor warrants and represents to Pembroke that Contractor shall comply with all existing requirements of federal, state and local laws, rules, regulations and ordinances applicable to the disposal services to be performed by it hereunder. CONTRACTOR MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

5. PEMBROKE WARRANTIES

Pembroke warrants and represents to Contractor that Pembroke will not include any Unacceptable Waste in any shipment to the Transfer Station. In addition, Pembroke warrants and represents that if at any time the Town privatizes its waste and recycling collection, Contractor shall be allowed to bid on said services.

6. INSURANCE

Contractor shall carry, at its own expense, liability coverage of a minimum of \$1 million comprehensive general liability per occurrence, unless otherwise agreed to by the parties in writing. Pembroke shall be named as an additional insured.

Worker's Compensation	Per Statute
General Liability	
Personal/Bodily Injury	\$1,000,000.00 per incident \$2,000,000.00 aggregate
Property Damage	\$1,000,000.00 per incident \$2,000,000.00 aggregate

Automobile Liability	\$1,000,000.00 per incident
	\$2,000,000.00 aggregate

7. COVENANTS

In addition to its other obligations hereunder, Pembroke represents, warrants, covenants and agrees to and with Contractor and Pembroke shall (a) cooperate in all respects with all orders or requests to Contractor by any governmental body relating to the regulation of Acceptable Waste, the Transfer Station, or this Agreement; (b) cooperate with Contractor in any reasonable efforts by Contractor to maintain and apply for any permits, renewals, and necessary approvals that shall be necessary to perform its obligations under this Agreement; and (c) provide with immediate oral notice and confirming written notice within twenty-four (24) hours of its awareness of the possibility that materials other than Acceptable Waste may be contained in the waste that may be or has been delivered hereunder.

POINT OF CONTACT

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

TITLES OF SECTIONS

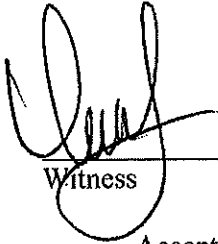
Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

8. AUTHORIZATION AND EXECUTION

The execution, delivery, and performance of this Agreement by Pembroke has been duly authorized by all appropriate actions of its governing body; this Agreement has been duly executed and delivered by its authorized officer(s); and this Agreement constitutes the legal, valid and binding obligations of Pembroke, enforceable in accordance with its terms.

9. The Standard Terms and Conditions attached hereto as Exhibit B are hereby incorporated herein.

Accepted this 16th day of September, 2013.



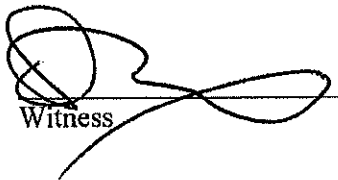
Witness

TOWN OF PEMBROKE, NEW HAMPSHIRE

By: 
Duly Authorized Representative

Accepted this 16th day of September, 2013.

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.



Witness

By: _____

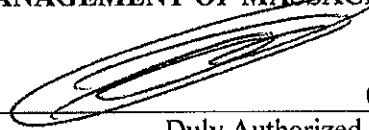

Duly Authorized Representative
Cheryl Coletti
Regional Market Manager

Exhibit A
Recyclable Materials

Exhibit B

Standard Terms & Conditions

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the State of New Hampshire.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party. 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. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of Pembroke, and no such person shall be entitled to any of the benefits available or granted to employees of Pembroke.

Force Majeure.

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

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force

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

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

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated by either party with ninety (90) days written notice to the other party

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise

unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association,

before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation in a court of competent jurisdiction.

Indemnification. Contractor shall indemnify, defend and hold harmless Pembroke and any director, officer, affiliate or elected or appointed officials of the other party (each, an "Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorney's fees, penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by Pembroke to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Contractor contained in this Agreement; (ii) the material breach by the Contractor of any of its covenants or agreements contained in this Agreement, or (iii) the negligence or willful misconduct of the Contractor or any of its agents, employees or subcontractors in the performance of the Services.

CHAPTER 133

SOLID WASTE MANAGEMENT

[HISTORY: Adopted by Special Town Meeting 4-21-1990 Article No. I. Amendments noted where applicable. Amended 3-12-2009 Town Meeting; Updated 5/5/14 Board of Selectmen]

§ 133-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ACCEPTABLE WASTE - Household garbage, trash, rubbish and refuse originating within the boundaries of the Town, normally collected or disposed of as a result of residential pickups or deliveries.

AUTOMATED COLLECTION - shall mean a method of collecting refuse and recycling through the use of mechanical collection equipment and special carts issued for the storage and collection of rubbish and recyclables.

AUTOMATED COLLECTION CART (Or approved cart) - shall mean a specially designed cart with wheels, approved by the Pembroke Board of Selectmen to be used for the storage of acceptable refuse or recyclables in the automated collection operation.

COMMERCIAL — Commercial entities doing business in the Town of Pembroke, including but not limited to contractors, multifamily dwellings of more than five (5) units, manufactured housing parks and commercial establishments of any size such as residential boarding and lodging homes, convalescent and nursing homes, private schools, motels, inns, restaurants, lounges, retail sales, service businesses, professional offices, manufacturing or automotive-related business.

CURB LINE -shall mean the area directly behind or adjacent to the curb; in the absence of a curb, the area adjacent to the edge of pavement or road.

CURBSIDE COLLECTION - shall mean the pickup of acceptable trash and recyclables at certain residences in the Town.

CUSTOMER – shall mean any resident who receives solid waste &/or recycling service from the Town.

DESIGNATED COLLECTION POINT - shall mean the place where the automated cart shall be placed for service, as determined by the Department of Public Works.

DIRECTOR - shall mean the Director of Public Works or his or her duly authorized representative.

DWELLING UNIT - shall mean any building or portion thereof that contains living facilities (which provide for sleeping, eating, cooking, and sanitation) for not more than one (1) household.

EXTRA REFUSE - shall mean any refuse placed on, around or in a five-foot radius of the automated collection cart in excess capacity of the automated cart.

FACILITY – Town designated disposal site.

HAZARDOUS WASTE - shall mean hazardous waste as defined in RSA 147-A: 2, as amended, and the following:

- A. Waste containing explosive, toxic or pathological substances;
- B. Waste defined or classified as hazardous waste at any time under federal, state or local law, or any regulation there under, or waste defined by any applicable federal, state or local law as low-level or high-level radioactive waste;
- C. Waste prohibited for incineration by any local, state or federal agency with jurisdiction over the waste plant or facility because of its toxic nature;
- D. Waste (other than acceptable waste of the character referred to in Subsection A of the definition of "acceptable waste"), the processing of which would result in hazardous waste under Subsections A, B or C of this definition; or
- E. Carts which hold or which previously have held waste described under Subsections A, B or C above.
- F. If any governmental entity having jurisdiction shall determine that any substances, which are not as of the date of this chapter considered harmful or of a toxic nature or dangerous, are harmful, toxic or dangerous, such substances shall thereafter be deemed "hazardous waste."

INFECTIOUS WASTE - shall mean waste that has the potential to cause an infectious disease via exposure to a pathogenic organism of sufficient virulence and dosage, through a portal of entry in a susceptible host.

MULTI-FAMILY RESIDENTIAL PROPERTY - shall mean more than one (1) but not more than five (5) dwelling units in a building.

NON-RESIDENTIAL UNIT - shall mean any establishment except those defined under residential property.

OTHER SOLID WASTE - Residential white metal goods, household appliances, recyclables, including electronic waste, tires, street sweeping, brush, tree stumps (no tree stumps will be accepted from commercial haulers), tree limbs and brush under five (5) inches in diameter and residential demolition debris that is no more than four (4) feet in length. The above noted items are not accepted at curbside, but are accepted at the Transfer Station.

OVERLOADED - shall mean that the automated cart is so full of refuse that its lid is not completely closed, thereby exceeding the automated carts rated capacity.

PERSON - Any natural person, partnership, corporation, association or other legal entity.

RECYCLABLE - shall mean any acceptable material that is collected and handled by the Town for remanufacture into new products. The Director of Public Works shall determine which materials are acceptable in the curbside collection program.

RECYCLING (RESOURCE RECOVERY) PROGRAM - The acceptance, processing and marketing of recyclable materials such as glass, aluminum cans and newspaper.

RESIDENTIAL PROPERTY - shall mean a single-family or multi-family housing building that consists of five (5) or fewer dwelling units, including apartments in commercial buildings.

SOLID WASTE - Shall have the meaning prescribed by the Division of Solid Waste Management of the New Hampshire Department of Environmental Services as set forth in New Hampshire Administrative Rules, Env-Sw 103.46.

SOLID WASTE FACILITY - The facility maintained by the Town within the borders of the Town to collect other solid waste and acceptable waste and recyclables.

TRASH - Waste, refuse, rubbish or garbage, including any acceptable material that does not meet the definition of "recyclable."

TOWN - The Town of Pembroke, New Hampshire.

UNACCEPTABLE_WASTE - Waste that is unacceptable at curbside, at the waste plant or at the solid waste facility such as:

- A. Pathological and biological waste, oil sludge, cesspool or other human waste, human remains, street sweepings, large items of machinery and equipment such as automobile and vehicular parts, trailers, agricultural equipment, marine vessels or similar items, farm and other large machinery, wire and cable from industrial sources and, plastics from industrial sources, foundry sands, tree stumps (see "other solid waste"), liquid wastes and slurries, explosives (including ammunition and firearms), and radioactive materials.
- B. Any item of waste exceeding six (6) feet six (6) inches in any one (1) of its dimensions or being in whole or in part a solid mass, the solid portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid portion.
- C. Animal remains, dirt, concrete and other non-burnable construction material and demolition debris over 4 feet in length (see "other solid waste") and chemicals from industrial and commercial sources such as cleaning fluids, petroleum products, paints, acids, caustics, pesticides, insecticides, poisons, drugs or other materials the processing of which the Town or operator of the waste plant reasonably believes would pose a threat to health or safety or the processing of which may cause damage to the waste plant.
- D. Any waste which, if processed, would violate or cause the violation of any judicial decision, order or action of any federal, state or local government or any agency thereof or applicable law.
- E. Hazardous waste as defined in Section 133-1 herein.

YARD WASTE shall mean organic material, including leaves, grass clippings and pine needles, which are banned by the NH Department of Environmental Services, its successor agency, or the appropriate regulatory authority from disposal in landfills and incinerators.

- A. All acceptable waste or other waste originating or collected within the municipal boundaries of the Town shall be delivered to and deposited for disposal at the towns approved facility as designated by the Board of Selectmen or the solid waste facility, as the case may be.
- B. The Board of Selectmen is authorized to explore the feasibility of constructing a joint facility or entering into a contract to use an existing facility with any surrounding Town if costs are to be allocated on a percentage of use basis.

- C. The Board of Selectmen is authorized to develop and implement a resource recovery program.
- D. No person shall deliver or cause the delivery of any solid waste or recycling originating outside the municipal boundaries of the Town to the town approved facility. No person shall deliver or cause the delivery of any unacceptable waste or hazardous waste originating in Pembroke to the town approved facility or solid waste facility. No person shall cause or allow solid waste originating outside the Town which is delivered to the town approved facility to be credited against the quantity of acceptable waste received or accepted at the town approved facility for the account of the Town. No person shall deliver or cause the delivery of acceptable waste originating within the Town to the town approved facility in any vehicle with a gross vehicle weight of less than twenty seven thousand five hundred (27,500) pounds.
- E. All items defined as "unacceptable waste" or "hazardous waste" shall be the responsibility of the owner or waste generator and shall be disposed at the owner's or waste generator's expense, in accordance with federal, state and local ordinances.
- F. The Town shall not bear the cost for pickup or transportation of any commercial acceptable solid waste generated in the Town of Pembroke. The tipping fee for all commercial acceptable solid waste generated in the Town of Pembroke, and delivered to the town approved facility, shall be paid by the hauler.
- G. Residential acceptable solid waste from dwelling units that receive collection service from the Town, shall be picked up and transported to the town approved facility by the Town subject to the following conditions:
- (1) Approved carts shall be no larger than ninety six (96) gallons. .
 - (2) Solid waste shall be bagged and placed in the proper cart. Loose household solid waste in barrels shall not be acceptable.
 - (3) Properties consisting of mixed use residential and commercial units shall be limited to pickup for residential units only. All waste from use of the commercial units shall be picked up in accordance with letter F. of this section.
 - (4) Carts must be at curbside not later than 6:45 am on collection day, and no earlier than the previous evening.

- (5) Customers shall be required to utilize one collection cart for trash and one collection cart for recyclables per dwelling unit, in order to receive collection service by the Town.
- (6) All customers shall be required to divert acceptable recyclables from the trash and participate in the recycling collection service.

§ 133-2.1 Automated Collection

(A) The purpose of this section is to establish minimum standards for the storage, collection, transportation and disposal of solid waste and recycling, utilizing an automated collection system to promote the health, safety, and welfare of the Town's residents, employees and environment, and to minimize the amount of trash generated in the Town.

(B) The Director of Public Works (hereinafter the "Director") shall have the direct responsibility for the administration of this section subject to the direction and control of the Town Administrator and the Board of Selectmen.

(C) General Requirements

(1) Two automated collection carts and instructions for use will be available for residents at their cost who receive collection services from the Department of Public Works. Residents wishing to purchase additional carts may do so if they wish but any additional carts must be purchased in pairs, one recycling and one trash. Singles cannot be purchased.

(a) Landlords may charge their tenants for the carts.

(2) It shall be the customer's responsibility to assure that automated collection carts are placed in the appropriate location designated by the Town, by 6:45 am on collection day. **If the carts are not out at 6:45 am, the truck will not return for a special trip to pick up your carts.**

(3) The Town shall not be responsible for collection if there is a violation of any part of this section, or circumstances that are beyond the control of the Town. Circumstances or violations include, but are not limited to, automated cart overload, unacceptable materials, improperly loaded automated cart, blocked access, automated cart inaccessibility, improper carts or dangerous situations.

(4) The only automated collection carts used in the program shall be those approved by the Town, and imprinted with the Town seal. No other type of automated cart is allowed. Carts shall be placed at the Town designated collection point on the scheduled collection day by 6:45 am, if the carts are not out at their collection point, the Town will not return later to pick up the

carts. Such location shall be easily accessible to the cart with the lids completely closed, at least five feet from any obstruction, and with the handle of each cart facing the house. It shall be the duty of each customer to remove the automated cart from the curb line by the end of the collection day. It is prohibited to overload automated carts in a manner that is likely to cause damage to the collection vehicle, the automated cart or to create a litter condition or to impede collection.

(5) Automated collection within the Town is mandatory in those areas designated by the Director of Public Works.

(6) Any manure, offal or other noxious material that, in the discretion of the Director, has not been securely wrapped and placed in an automated cart, shall not be collected. All refuse shall be drained of any free liquids prior to placement in any automated cart. Trash shall be placed in bags first, then inside the cart. Recyclables shall be placed in the cart loose. It shall be the responsibility of the resident to keep automated carts clean.

(7) It shall be a violation hereof to place or deposit any refuse whatsoever in or around an automated cart owned or provided for the use of another customer without that customer's approval.

(8) The Town shall reserve the right to inspect any or all refuse, prior to and/or during collection and disposal, for compliance with local, state, or federal laws or regulations, and to reject if non-compliant.

(D) Carts.

(1) All automated carts will be assigned to a street address and have an imprinted number for identification purposes.

(2) The automated carts approved by the Town shall not be filled to exceed the manufacturer's recommended limit (two hundred (200) pounds total weight for a 96 gallon cart and one hundred fifty (150) pounds for a sixty-four-gallon cart) and all rubbish must fit inside the automated collection cart. The cover of any automated cart must be kept closed at all times except when the automated cart is being filled, emptied or cleaned. Animal wastes and ashes shall be wrapped separately from other refuse in a manner to prevent spillage prior to placement in an automated trash cart.

(3) If a customer requires more than the determined number of automated collection carts, they may purchase additional carts but they must be in pairs. If the resident does not have the room to properly place automated carts at curbside for collection, the director may require the owner to purchase and maintain additional town-approved carts or to obtain private collection service.

(4) Any customer in possession of an approved automated collection cart shall pay the cost of repair or replacement of any damaged cart, if it is the determination of the Director that such damage is the result of negligence of, or abuse by, the customer. The charge shall be the actual cost of repair or replacement as determined by the Town. If a cart is rendered unusable through the fault of the Town, then a replacement cart will be provided at no cost to the customer.

(5) Automated carts shall only be used for storage and placement for the collection of trash and recyclables by the Town.

(6) In order to maintain an orderly and aesthetic appearance within the Town, and to prevent unauthorized encroachment on any street, public property or private property, automated carts shall be stored on private property except on collection days. Failure by the customer to comply with a Town notification citing improper storage for automated carts shall be a violation of this section.

(7) Automated collection carts are not to be left curbside, street side or roadside overnight after the day of collection.

(E) Rubbish collection service.

(1) To be eligible to receive collection service, the customer shall currently be receiving service as of the effective date of this section, in accordance with the existing collection policy. Adding new customers shall be subject to approval by the Town.

(2) Standard curbside collection service shall consist of once a week collection of acceptable trash and recyclables, in accordance with Town policies.

(F) Points of collection. Automated carts shall be placed:

(1) Within two (2) feet of the curb line or where directed by the Town.

(2) At least five (5) feet away from all objects such as fences, mailboxes, and utility poles, and clear of overhanging vegetation, utility wires, etc. to allow for the unimpeded operation of collection vehicles.

(3) So that the automated cart handle is facing the dwelling unit.

(4) At least two (2) feet from the other cart.

(5) At least ten (10) feet away from parked vehicles.

(6) Residents are responsible for ensuring the accessibility of all carts.

(7) The Director of Public Works shall have the authority to designate placement of carts.

(8) No parking between the hours of 9am – 2pm on your selected trash day shall be in effect for the following streets: [Amended 9/5/17 Board of Selectmen]

Broadway to Hillcrest
Central Street
Church Street – From the rear exit of the bank to Main Street
Front Street
Glass Street – From 60 Glass Street to 129 Glass Street
High Street
Kimball Street
Lindy Street
Main Street from Broadway to Turnpike
Maple Street
Millard Street
Pine Street
Pleasant Street
Prospect Street
Union Street – From High Street to 6 Union Street

Fines are considered to be Class I violations as noted in Town Code Chapter 191-10 (A).

(G) Prohibited material. All materials prohibited under other ordinances, and:

(1) Unacceptable Waste as defined in Section 133-1 herein.

(2) No toxic, extremely hazardous, dangerous/hazardous or liquid waste as defined now or hereafter, shall be deposited curbside or in any automated collection cart intended for disposal.

(3) Household hazardous waste or small quantity generator waste shall not be deposited curbside or in any automated collection cart.

(4) No infectious waste shall be placed curbside or in any automated cart for collection.

(5) No rocks, concrete, asphalt, dirt, construction debris or other similar material shall be placed in automated carts.

(6) No hot ashes or any other material capable of causing ignition or spontaneous combustion shall be placed in any automated collection cart.

(7) No motor oil or other automotive fluids shall be deposited in any automated cart.

(8) The Town reserves the right to prohibit, or to place disposal restrictions upon any waste that may adversely affect disposal. This shall also extend to any item that may pose a risk to the health or safety of Town employees. Disposal restrictions that may be implemented shall include, but are not limited to, item size restrictions, quantity restrictions, recycling regulations, special preparation requirements, and rubbish source documentation requirements.

(9) Failure of a customer to comply with disposal restrictions will be deemed a violation and may, at the discretion of the director, result in revocation of collection services.

(H) Enforcement: This section shall be enforced by either the Health Officer or the Code Enforcement Department or their duly authorized agents, after initial notification to the violator by the Department of Public Works.

(I) Violation: Any customer found to have violated any of the provisions of this section may have their service terminated, at the discretion of the director. If service is terminated, the customer shall be entitled to a hearing before the Board of Selectmen, according to the process outlined in section 133-4.C. of this chapter.

§ 133-3 Solid waste facility.

A. Operating hours.

(1) The solid waste facility will be open for residential users Tuesday and Saturday, 7:30 a.m. to 3:30 p.m.

(2) The solid waste facility shall be closed on all holidays that are observed by the Town and on Old Home Day.

(3) The Director of Public Works or his authorized representative shall have the authority to open the solid waste facility at other times.

B. Authorized solid waste facility use shall be by residents of the Town of Pembroke who properly display a current solid waste facility permit sticker.

- C. Recycling (Resource Recovery) program. Materials for recycling shall be placed in the recycling bins under the supervision of the attendant. Recycled materials shall be dry and free of food waste and other contaminants. When the Town implements a curbside recycling program, users of the Transfer Station must recycle all recyclable materials being delivered to the Transfer Station.
- D. Scavenging/solid waste facility. Scavenging/picking at the solid waste facility is strictly prohibited.
- E. Violations of regulations. The Director of Public Works or his/her authorized representative shall be in charge of the solid waste facility operation and will ensure that all procedures and regulations are obeyed. Penalties for any violation shall be as follows:
 - (1) First violation will result in a thirty-day suspension of permit from the day of the violation.
 - (2) Second violation will result in a one-year suspension of permit from the day of the violation.
- F. Permits. All facility users must obtain and display a valid Town facility permit for admittance to the solid waste facility. Permits must be obtained at the Pembroke Public Works Department, 8 Exchange Street. Permits are available to all Town residents who must provide a valid registration for an automobile registered in the Town of Pembroke.
- G. Facility fee schedule.
 - (1) Permit fees.
 - (a) Residents: no charge for annual renewal of permit.
 - (2) Tipping fees.
 - (a) Fees charged are the most current voted on by the Board of Selectmen, after holding a public hearing. The Pembroke Public Works Department shall have available a current fee schedule for users.
- H. Future permits and fees. The Board of Selectmen may, from time to time, set fees and rates for the use of the solid waste facility. Per RSA 41:9-a, the Board of Selectmen shall hold a public hearing prior to setting fees and rates.

The provisions of this section shall apply private haulers collecting solid waste, construction or demolition material and / or recycling in the Town, not to residents bringing their own trash and recycling to the Transfer Station. [Board Updated 9/5/17]

A. Licensing

- (1) No person shall collect, transport or deliver solid waste, construction or demolition material or recycling originating within the Town without first obtaining a license from the Board of Selectmen, or its designee. All approved haulers shall dispose of acceptable waste originating within the Town of Pembroke at the transfer station in Allentown operated by Casella starting January 1, 2015. Acceptable waste may be delivered to the transfer station in Allentown only by self emptying vehicles or transfer trailers and in a manner in which reasonably assures that the waste will not blow, leak, or spill prior to unloading at the facility site. All waste must be delivered in a vehicle with gross vehicle weight of greater than twenty seven thousand five hundred (27,500) pounds and is self dumping.
- (2) Any person required by this section to obtain a license shall make application to the Board of Selectmen, or its designee, providing the information required. Each application shall be accompanied by a nonrefundable application fee as voted on by the Board of Selectmen.
- (3) The application shall contain all information required by the Board of Selectmen, including but not limited to a description of the activities engaged in, e.g., collection, transportation or delivery of acceptable waste; list of commercial customers and size and location of carts, pickup route, designated day and time of pickup, type and amount of waste handled; certificate of insurance with limits of coverage as determined by the Board of Selectmen, or its designee; a description of the facilities operated and used; and an equipment inventory, including a description of the make, model and year of each vehicle used for the collection or transportation of solid waste.
- (4) The Board of Selectmen or its designee shall act to grant or deny a license application within fifteen days of the submission of a complete application.
- (5) Licenses shall be renewed annually, and all information provided in the initial application shall be revised upon application for license renewal. If the Board of Selectmen or its designee shall determine the application is incomplete, they shall notify the applicant, in writing, of the specific information necessary to complete it. The Board of

Selectmen, or its designee, shall be informed immediately, in writing, of any changes in or additions to the information required on the application.

- (6) Licenses issued hereunder shall not be transferable.
- (7) All licenses shall expire one (1) year from the date of issue unless otherwise stated on the license or revoked or suspended sooner in accordance with the provision of this chapter.
- (8) The annual license fee shall be designated by the Board of Selectmen for each applicant licensed. In the event that the Board of Selectmen, or its designee, deny a license application, they shall notify the applicant, in writing, and shall state the reasons for the denial. Upon such notice, the applicant may request a hearing in accordance with the procedures in § 133-4C hereof.
- (9) Operating times are the same as provided in the Pembroke Noise Ordinance, as adopted at the March 15, 2008 Town Meeting.

B. Suspension and revocation.

- (1) Any license issued under this chapter may be suspended or revoked by order of the Board of Selectmen after the Board of Selectmen shall have notified the licensee, in writing, of the intent to suspend or revoke, the reasons therefore [sic] and the licensee has had an opportunity for a hearing in accordance with the procedures in § 133-4C hereof.
- (2) A license may be suspended or revoked for the following causes:
 - (a) Violation of this chapter;
 - (b) Violation of any provision of any state or local law or regulation relating to this chapter, including but not limited to RSA 149-M or any environmental law;
 - (c) Violation of any license condition; or
 - (d) Falsehoods, misrepresentations or omissions in the license application.

C. Hearings.

- (1) Any person denied a license or whose license is proposed to be suspended or revoked pursuant to § 133-4B shall be entitled to a hearing before the Board of Selectmen, if such request is made, in

writing, within fifteen (15) days of the licensee's receipt of the notice of denial or proposed suspension or revocation.

- (2) A hearing authorized by this chapter shall be held within thirty (30) days after receipt by the Board of Selectmen of the written request for a hearing.
- (3) The licensee or applicant shall be notified, in writing, as to the time and place of the hearing at least ten (10) days prior to the hearing date. The applicant or licensee has the right to be represented by counsel, to offer evidence and to cross-examine witnesses.
- (4) A determination shall be made by the Board of Selectmen within twenty (20) days after the conclusion of the hearing and a notice of the decision shall be served upon the applicant or licensee by certified mail, return receipt requested.
- (5) A final determination relative to the denial, suspension or revocation of a license and the period of suspension or revocation shall take effect as provided in the notice but no later than ten (10) days after the date notice of such final determination has been mailed by certified mail, return receipt requested, to the licensee or applicant. Such final determination shall be conclusive. Notice of the final determination shall set forth reasons for the denial, suspension or revocation and the effective dates thereof, together with a statement that such decision may be appealed as provided by the laws of the State of New Hampshire.
- (6) Any claim arising out of or relating to a final determination shall be reviewable as provided by the laws of the State of New Hampshire.

§ 133-5 Administration.

This chapter shall be administered by the Board of Selectmen, whose powers and duties are as follows:

- A. To adopt reasonable rules, regulations, fees and fines as needed to enforce this chapter, including, without limitation, rules and regulations governing the delivery of acceptable waste to the municipal solid waste facility, as well as other facilities the Town has an agreement or contract with to provide such services;
- B. To consider all license applications and to grant or deny each application within fifteen (15) days after receipt of a completed application at the town

offices or within such other time as the Board of Selectmen and the applicant shall agree is reasonable;

- C. To review any alleged violations of this chapter, and to impose appropriate penalties as required by this chapter; and
- D. To institute necessary proceedings, either legal or equitable, to enforce this chapter.

§ 133-6 Enforcement and penalties.

- A. Any person who violates this chapter may be guilty of a violation for each incident or occasion of violation
- B. Any person who violates this chapter may be subject to a fine, payable to the Town, of not more than one thousand dollars (\$1,000) and or revocation of service for each violation.

§ 133-7 Conflict and severability.

- A. The provisions of this chapter shall supersede all other local laws, ordinances, resolutions, rules or regulations contrary hereto or in conflict herewith.
- B. The provisions of this chapter shall be severable, and if any phrase, clause or sentence or provision or the application thereof to any person or circumstance shall be held invalid, the remainder of this chapter and the application thereof shall not be affected thereby.

§ 133-8 Amendment of provisions.

The Board of Selectmen, after a public hearing, may amend this chapter as it relates to the municipal solid waste facility and or collection of municipal solid waste or recyclables.

Revised 9/5/17

Solid Waste Options

2014

Solid Waste Study Committee
TOWN OF ALLENSTOWN | 16 SCHOOL ST. ALLENSTOWN NH 03275

INTRODUCTION

The Town of Allenstown is presently in a long term agreement for the disposal of solid waste with the Concord Regional Solid Waste Cooperative. This agreement ends at the end of December 2014. The Town's trash is presently disposed of at the Waste Management waste to energy facility in Concord NH (Penacook). We are bound by the present agreement to dispose of our solid waste at this facility until then.

The Town presently collects solid waste at curbside two days per week (Tuesday and Wednesday) along two separate routes within the town. The Town also collects recyclables at curbside on Thursdays for the entire town.

The Highway Department has been tasked with this responsibility. At present the highway department operates a 30 yard garbage truck that was purchased in 2003. The truck is in poor condition and at the end of its useful life. The truck is used to pick up solid waste and recyclables on the applicable day/route. One highway worker is assigned to drive the truck while two prisoners from the NH State Prison are used to collect the trash from the back of the truck. The department also uses the smaller dump trucks to pick up trash and recyclables on the smaller dead end street. This requires additional staff time beyond the one driver assigned.

The solid waste and recyclables are transported to the Casella Transfer Station off of Rt. 28 in Allenstown. Casella transports the solid waste to the Concord facility at no charge to the Town. The recyclables are disposed of by Casella. The Town receives a split of a percentage of the profit if there is any for the sale of the recyclable materials.

The Town presently operates a transfer facility at the old Town Dump Site (present highway department site). Residents can dispose of solid waste, recyclables, yard waste, used motor oil, batteries, scrap metal, etc at the transfer station. We no longer take demolition debris at the landfill. Residents are asked to dispose of this material at the Concord Transfer Station. Solid waste and recyclables collected in containers at the transfer station are picked up by the department's garbage truck and transported to the Casella Transfer facility.

ANALYSIS OF SOLID WASTE OPTIONS

The Town must address two key issues;

1. The Town must find a solution to the disposal of solid waste starting January 1st, 2015.

2. The Town must decide if it will continue to pick solid waste and recycling at curbside by its own forces through the Highway Department or if it will contract for collection services.

A subcommittee of the Road Agent, the Town Administrator and a Selectmen began to explore the options in the Spring of 2013. The committee analyzed the present cost and projected cost of the Highway Department continuing to pick up solid waste and recyclables at curbside. The committee also invited three companies to submit proposals to collect solid waste recyclables at the curbside and at the Transfer Station. The proposals included pick up of solid waste and recyclables at the town's public facilities including schools. The three companies were asked to submit proposals for collection and disposal based upon a projected ten year agreement with the town. On the next page I have attached a spreadsheet containing a summary of the four options with their respective costs over a ten year period. Each proposal is discussed in follow on pages as they each have slightly different proposals with caveats that should be considered.

Solid Waste Options 2014

Summary chart showing the cost breakdown over the ten year period for collection and disposal of the four options.

[illegible]

Solid Waste Options 2014

AHD COLLECTION AND DISPOSAL OPTION

This option would continue the present collection of solid waste and recyclables by the Highway Department. The cost breakdown is as follows;

[illegible]

This option presents the most difficulty in calculating costs over the ten year period. This option has the greatest potential for instability in cost. The other options have costs set by contract and are therefore fixed for the ten year period with built in cost increases for the most part.

1. There is a five year **lease agreement** built into this option for a new truck. The truck proposed to be purchased would be a 20 yard truck which is one third smaller than the present vehicle. This vehicle would be viable assuming that we continue to deliver solid waste and recyclables to the Casella Transfer Station in Allentown. This vehicle would need to be purchased prior to the end of 2014.

2. **Fuel** costs are calculated using a 3% increase in fuel costs per year. Fuel prices are unstable and are impacted by a number of factors that are not easily controllable in our economy. However a historical examination of fuel costs was used to make the determination here. The risk is that fuel prices could very well exceed the 3% factor used here.

3. **Vehicle Maintenance** is based upon routine maintenance costs with consideration given to unplanned for repairs. Again a 3% cost inflator was used for this calculation. We anticipate that over the ten year period this will average out as maintenance costs generally increase at the end of the vehicle's life cycle with lower costs at the beginning.

4. **Salary** calculations are based upon the equivalent of one full time person and the equivalent of a portion of the hours of other staff to operate the small trucks that pick up solid waste/recyclables on the smaller roads. This also includes that portion of salary costs for the maintenance of the garbage truck. We presently have two prisoners who work on the back of the truck. No salary calculation was used for these personnel as they are unpaid. The cost of food was however included as we pay for lunch for those prisoner personnel assigned. The salary calculations have a 3% inflator for each year. The Board of Selectmen has been including a COLA for municipal employees based upon the CPI (Consumer Price Index) for the Northeast Region. The CPI historically has fluctuated between 1% and 4%. The BOS has also implemented a merit pay increase that includes up to an additional 2% per year although most employees receive less than that amount or no merit increase at all.

5. The cost of **benefits** is by far the most unpredictable variable. Because of that we used the most conservative calculations, in other words the "best case" scenario to use as a comparison. This is not realistic considering what we know is likely to occur in the future based upon past events and the issues of the future. However there is no reliable way to generate calculations that can be validated based upon historical data.

Solid Waste Options 2014

a. The cost of **Health and Dental insurance** has increased significantly and not on an even basis. The Affordable Care Act will require the type of plan the Town has now to be radically changed. The costs and types of health insurance plans over the next ten years are simply unknown and cannot be predicted in the present environment. A 7% cost inflator was used based merely on the average cost increase over the last six years. The Town is presently studying health and dental insurance options to comply with the ACA. The Employee Benefits Study Committee in cooperation with the Suncook Valley Regional Town Association will not report back to the BOS until October of 2014. Additionally the Town is presently paying for a single person plan for the present employee assigned to operate the garbage truck. We have used this amount as this is the amount we are presently paying. However if that employee leaves or changes to a two person or family plan the cost would increase by 200%.

b. **Retirement** costs were calculated based upon the increase in salary projections. The Town presently pays 10.77% of the employee's salary to the NH Retirement System. The present viability of the retirement system will likely result in increased retirement rates for municipalities. The gap in the unfunded liability although less than most other public retirement systems is nonetheless a gap that will need to be closed. Additionally the State is not fairing as well in the litigation brought about by labor unions and public employees due to the recent changes in the retirement laws passed by the Legislature. It is very likely that there will be increases in the retirement rates communities pay as early as 2015. It is unknown what the increase in these rates will be. It would be impossible to project increases with any degree of accuracy at this point. Therefore no additional inflators were used to calculate the retirement cost. It is almost certain that there will be additional costs for this option we just cannot accurately calculate them at this time.

c. **Social Security and Medicare** costs have a cost increase calculated due to the increase in base salary. We have not included any increase in the rate over the ten year period. We have no way of determining whether the federal government will increase the rates for either of these programs in the future.

d. **Life Insurance, Short Term Disability Insurance, Workers Compensation Insurance and Unemployment Compensation** costs are based upon only one full time employee. We have not included any inflators for these costs. We have projected them to be flat over the ten year period. It is very unlikely that this will be the case over this time period. However historically the rates have fluctuated up and down for various reasons. Once again we have not included an inflator as we have no way to determine a figure that would be reliable and could be validated.

e. **Disposal** costs are based upon the assumption that we continue to bring our solid waste and recyclables to Casella. Starting in 2015 we would need to contract with Casella to dispose of our solid waste. We would be charged a rate of approximately

Solid Waste Options 2014

\$70 per ton with a 3% inflator or an actual CPI inflator per year. We estimate that we generate approximately 1,000 tons of solid waste per year.

Advantages of this option

1. As the staff assigned to perform solid waste functions are not assigned there on a full time basis these personnel can be utilized for other purposes. These include snow plowing and general highway department tasks.
2. Maintaining existing staffing levels at the highway department allows for a larger base of personnel who are available for emergency response functions during disasters.

Disadvantages of this option

1. The future cost of operations cannot be easily determined.
2. Even under the "best case" scenario as we have it depicted here it is still the most costly option. It is very likely if not certain that the costs will be higher than what we have depicted in this report.
3. We would have to purchase a garbage truck in 2014. There are no funds specifically designated in the proposed 2014 budget for this purpose. The longevity of the present vehicle according to the Road Agent is questionable at best.
4. Waste collection is canceled during snow storms as the highway department is focused on snow removal.
5. There is no guarantee that we will be able to continue to utilize prisoners to pick up trash on the back of the truck. The program has been suspended before for security reasons.

CASELLA RESOURCE SOLUTIONS OPTION

This option would involve a ten year contract with Casella to collect solid waste and recyclables at curbside. Casella would also empty dumpsters at our public facilities and schools. Casella would pick up the solid waste and recyclables at the transfer station.

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	10yr TOTAL
Casella Collection	\$100,000	\$102,510	\$105,083	\$107,720	\$110,423	\$113,194	\$116,035	\$118,947	\$121,932	\$124,992	\$1,120,836
Disposal	\$64,000	\$65,500	\$67,000	\$68,500	\$70,000	\$71,000	\$72,000	\$73,000	\$74,000	\$75,000	\$700,000
											\$1,820,836

Casella would provide a 96 gallon cart for each residence for solid waste and a 96 gallon cart for recycling for each residence. The collection of curbside solid waste will be fully automated while the collection of recyclables will not.

The proposal includes collection and disposal of recyclables. The Town would not have to pay to dispose of nor would the Town receive a rebate for recyclable materials.

Advantages of this option

1. Provides the Town with set costs over the ten year period. The cost of collection and disposal is based upon the CPI but cannot exceed 3% in any given year. The cost of disposal is set at specific dollar amounts per ton per year.
2. Residents receive containers as part of the cost of the contract. Residents presently pay for their own containers or have no container at all.
3. This option would provide a contract to a business located within the town.
4. The Town would not have to be concerned with personnel issues, the maintenance/repair issues for a vehicle or insuring a vehicle.
5. Weather events would not cause a cancellation of curbside pickup.
6. Dispose of the Town garbage truck resulting in an unknown sales value.

Solid Waste Options 2014

Disadvantages of this option

1. Contracting out for solid waste collection would require that one full time highway department position would need to be eliminated to provide sufficient funding for the contract. This would require the layoff of one highway department employee.

PINARD WASTE SYSTEMS OPTION

This option would involve a ten year contract with Pinard to collect solid waste and recyclables at curbside. Pinard would also empty dumpsters at our public facilities and schools. Pinard would pick up the solid waste and recyclables at the transfer station.

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	10yr. TOTAL
Pinard Collection	\$100,000	\$102,510	\$105,083	\$107,720	\$110,423	\$113,194	\$116,035	\$118,947	\$121,932	\$124,992	\$1,120,836
Disposal	\$64,000	\$65,500	\$67,000	\$68,500	\$70,000	\$71,000	\$72,000	\$73,000	\$74,000	\$75,000	\$700,000
											\$1,820,836

Pinard would provide wheeled carts of appropriate size for solid waste and recycling to each residence. The collection process would be completely automated.

Pinard would offer a similar agreement that Casella offers in regards to the cost/rebates for recyclable materials. Pinard has set prices for each year for the cost of disposal based upon the estimated 1,000 tons per year. The increase in the cost of collection is based on the Producer's Price Index (PPI) for Solid Waste Services. This is more specific to the solid waste industry than the CPI which measures increases in costs over the entire economy.

Advantages of this option

1. Provides the Town with set costs over the ten year period. The cost of collection is based upon the PPI which has averaged 2.51% over the last ten years. The range has been between 1.1% and 4.5%. The cost of disposal is set at specific dollar amounts for each year.

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2. Residents receive containers as part of the cost of the contract. Residents presently pay for their own containers or have no container at all.
3. The Town would not have to be concerned with personnel issues, the maintenance/repair issues for a vehicle or insuring a vehicle.
4. Weather events would not cause a cancellation of curbside pickup.
5. Dispose of the Town garbage truck resulting in an unknown sales value.

Disadvantages of this option

1. Contracting out for solid waste collection would require that one full time highway department position would need to be eliminated to provide sufficient funding for the contract. This would require the layoff of one highway department employee.

WASTE MANAGEMENT OPTION

This option would involve a ten year contract with Waste Management to collect solid waste and recyclables at curbside. Waste Management would also empty dumpsters at our public facilities and schools. Waste Management would pick up the solid waste and recyclables at the transfer station.

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	10yr. TOTAL
WM Collection	\$93,972	\$96,321	\$98,729	\$101,197	\$103,727	\$106,320	\$108,978	\$111,703	\$114,495	\$117,358	\$1,052,800
Disposal	\$68,000	\$69,700	\$71,440	\$73,230	\$75,060	\$76,940	\$78,860	\$80,830	\$82,850	\$84,930	\$761,840
											\$1,814,640

Waste Management proposes to collect curbside as we do now without any carts provided. WM would use a rear load garbage truck as we do now. Collection and disposal fees are set and will not fluctuate based upon the PPI or CPI. The cost of recyclables would be set as indicated. See below;

Single Stream Curbside – The formula to determine the monthly charge or rebate will be tied to the value of #8 ONP as published in the PPI Pulp & Paper Week index. Each month we will subtract \$80 per ton from the published rate to determine the "tip fee" for

processing and marketing recyclables. The tip fee will be multiplied by the actual tons collected for the month to determine monthly charge. For example, the current index value is \$65 per ton. The tip fee to the Town under this scenario would be \$15 per ton (\$65 index value less \$80). In the event the index ever exceeds \$80 per ton, then Waste Management will rebate to the Town 70% of the excess value multiplied by the actual tons collected for the month. For example, if we use the 5-year average index value of \$90 per ton, then the Town would receive a rebate of \$7.00 per ton (\$90 index value less \$80 multiplied by 70% Town share).

WM has a fuel surcharge in their proposal that is not included in proposals by Casella or Pinard. See below;

Given the volatility of the fuel market and the current high price level for diesel fuel, we are offering this formula. The fuel adjustment would be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline cost of \$3.80 per gallon (including taxes) of diesel fuel.

The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be fixed at 360 gallons per month for curbside collection of both MSW and Single Stream. Adjustments will be made bi-annually on January 1 and July 1, based on the average cost of diesel for the six months prior to adjustment (1/1/14 to 6/30/14 for 7/1/14 adjustment).

<i>Fuel Adjustment Example:</i>	<i>Average Fuel Price per DOE</i>	<i>= \$3.60 per Gal</i>
	<i>Established Baseline Fuel price</i>	<i>= \$3.80 per Gal</i>
	<i>Increase /(decrease)</i>	<i>= (\$0.20 per Gal)</i>
	<i>Fuel Adjustment (\$0.20 x 360Gals)</i>	<i>= (\$72.00) per mo</i>

In the above example, the Town would receive a credit of \$72.00 per month for the six months subsequent to the adjustment. We believe this is an equitable approach for all parties and respectfully request your consideration.

Advantages of this option

1. Provides the Town with set costs over the ten year period. The only variable would be the fuel surcharge.
2. The Town would not have to be concerned with personnel issues, the maintenance/repair issues for a vehicle or insuring a vehicle.
3. Weather events would not cause a cancellation of curbside pickup.

4. Dispose of the Town garbage truck resulting in an unknown sales value.

Disadvantages of this option

1. Contracting out for solid waste collection would require that one full time highway department position would need to be eliminated to provide sufficient funding for the contract. This would require the layoff of one highway department employee.
2. Although this option appears to the lowest cost option the fuel surcharge could and would most likely increase the cost to make it commensurate with the cost of the Casella and Pinard proposals.
3. This option does not provide carts/bins as the Casella and Pinard proposals do. The carts/bins are of tangible value to the residents.
4. The cost formula for recyclable materials appears to be more costly to the Town than that proposed by Casella or Pinard.

RECOMMENDATION

The option that provides the lowest cost and the most advantages would be the Casella proposal. This option provides cost containment with a known set of variables.

Casella would require 60-90 days advance notice to be able to start providing services. It is our recommendation that the BOS choose an option to begin immediately. This would allow the contract to begin as early as this spring. The contractor would be required to transport solid waste to Penacook until January of 2015 at which time the disposal portion of the contract would begin.

Starting January of 2015 we would no longer be under the Capital Area Solid Waste Cooperative that requires private vendors who pick up solid waste within the Town to transport it to the Penacook facility. We would no longer be responsible for this cost that we have traditionally charged back to those commercial haulers. Commercial haulers who collect solid waste within the Town will be on their own to make arrangements for disposal of solid waste.

This option would require the layoff of one full time highway department employee. This option would allow us to dispose of the present Town owned garbage truck and realize the proceeds of the sale of the vehicle.

Solid Waste Options 2014

This option would make available for other purposes the \$20,000 in the Solid Waste Vehicle capital reserve fund. This assumes that approval is sought and granted at a future town meeting to change the purpose of the fund.

DRAFT

