

LAKES REGION PLANNING COMMISSION

103 Main Street, Suite #3
Meredith, NH 03253
Tel 603.279.8171
www.lakesrpc.org



LRPC EXECUTIVE BOARD MEETING

Wednesday, June 14, 2023

9:00 AM

LRPC Office, First Floor Conference Room
Humiston Building, 103 Main Street, Meredith, NH

AGENDA

NOTE: Seven (7) Executive Board members must be present in-person at the meeting location to establish a quorum, so please let Jeff or Linda know if you cannot attend.

1. **Call to Order**
2. **Approve Draft Minutes of May 10, 2023** *Attachment 1*
3. **Finance/Treasurer Report** *Attachment 2*
4. **Monthly Executive Report (May)** *Attachment 3*
5. **Committee Reports**
 - a. Transportation Advisory Committee (TAC)
6. **Old Business**
 - a. Annual Meeting Update
 - b. By-Law Amendments/Proposed Language *Attachment 4*
 - i. 8.3 The Nominating Committee shall also be responsible for nominating the Executive Board officers. Executive Board officers shall be nominated from the full commissioner membership.
 - ii. 8.4 Executive Board officers shall be elected by the affirmative written ballots of a majority of the Commissioners voting at the Annual Meeting every year (annually).
 - iii. Should we have Executive Board alternates?
7. **New Business**
 - a. Request for Proposals (RFP) for HHW Collection *Attachment 5*
8. **Roundtable**
9. **Adjourn**

NEXT MEETING: September 13, 2023

The Lakes Region Planning Commission reserves the right to hold a non-public session whether noted on the Agenda or not. Notice of a non-public session on an agenda is for planning purposes only. The citations to the Right-to-Know Law are provisional and may be revised as circumstances required. The LRPC complies with the ADA regulations. Please contact the LRPC office if you need special assistance in order to attend this meeting.

All meeting dates and times are subject to change.

Attachment 1

LAKES REGION PLANNING COMMISSION

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LRPC Executive Board Meeting Minutes of May 10, 2023

PRESENT	Dean Anson, Cristina Ashjian, John Ayer (Chair), Bill Bolton, Mark Hildebrand, David Katz (Vice Chair), David Kerr (Treasurer), Bob Snelling
ABSENT	Mardean Badger, Patricia Farley (Secretary)
STAFF	Jeff Hayes (Executive Director), Linda Waldron (Administrative Assistant)
OTHERS	Lianne Prentice (newly appointed Tamworth Commissioner) Tavis Austin (newly appointed temporary/replacement EB member)
LOCATION	LRPC Office, 1 st Floor Conference Room, Meredith

1. **Call to Order**

Chair Ayer welcomed everyone and called the meeting to order at 9:02 AM. A quorum was established. Lianne Prentice was introduced as a new Commissioner for the Town of Tamworth, and she was attending the meeting at the request of Secretary Farley.

2. **Minutes**

Minutes of April's Executive Board meeting were acknowledged for comments and discussion. Vice Chair Katz requested a change be made regarding his roundtable contribution which was noted. Following this, Dave Katz made a motion to accept the minutes with the noted modification which was seconded by Mark Hildebrand. A voice vote was taken indicating all present were in favor. Motion passed.

3. **Finance/Treasurer Report**

Executive Director Hayes reviewed this with the Board and a brief discussion followed.

A pause was taken at which time Chair Ayer introduced Tavis Austin (Wolfeboro) and announced that he has exercised his authority to make Mr. Austin a temporary appointee to the Executive Board to fill one of the 2 vacant positions through the next election. Additionally, Chair Ayer advised the termination of setting a time deadline to conclude executive board meetings. They will end once business has concluded.

4. **Monthly Executive Report (April)**

Executive Director Hayes specifically noted a few items contained therein.

5. **Committee Reports (TAC)**

Treasurer Kerr stated that there was no TAC meeting this month, therefore nothing to report.

6. **Old Business**

- Annual Meeting Update. Vice Chair Katz spoke regarding the speakers we have slated to participate in the panel discussion concerning renewable energy. The meeting packet contained the biography of Sam Evans-Brown of Clean Energy NH and Chair Katz advised that he had just received the biography of Dan Weeks of ReVision Energy and he read some of that information.

Menu. The menu and beverage options were discussed in brief and ballots were passed out with the selection options for voting purposes.

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Tickets. Discussion was had regarding the cost of tickets and whether LRPC would comp certain attendees. It was a consensus that the cost of tickets this year would be \$50 pp and that the speakers, the award winners (+1), any members of the press, and any federal officials would receive free tickets.

- b. Award Subcommittee Recommendations/Nominees. Bob Snelling stated that the Awards Committee has reviewed all of the submissions and, after discussion, has determined all nominees were worthy of recognition. He notes that one individual was nominated in two categories and the Committee felt that he was best suited to receive the Ayers-Cotton Environmental Service Award.

Vice Chair Katz put forth a motion to accept the Awards Committee's recommendations as presented which was seconded by Bill Bolton. A voice vote was taken indicating all present were in favor. Motion passed.

Chair Ayer thanked the Awards Committee for their work in reviewing the nominees and for providing their recommendations.

- c. RHNA. Executive Director Hayes went over the proposed language as per the New Hampshire Housing Finance Authority attorney's request, passed on through the Office of Planning and Development, and expressed his concerns that it could have negative legal implications to member communities. He suggested that if we decide to include it, we might want to make the disclaimer that it has been included at the request of the Office of Planning and Development. The Executive Director also passed on feedback he had received from the former Chair of the Board who suggested not only to **not** include the language, but to remove the entire fair share table from the report as he learned from a close reading of the appendix that it did not need to be included in the report in the first place. In addition, the Executive Director also shared feedback from the Tilton Town Manager which has resulted in an invitation to Commissioner Taylor Caswell to attend our September commission meeting to discuss housing. It was decided that voting be tabled until more information becomes available.

7. New Business

- a. Tradebe Contract Proposal. Executive Director Hayes asserted that Tradebe submitted this unsolicited proposal which contains a 40% increase over past years. Given that we have not had a price increase for the last 5 years, this is not much of a surprise. We were scheduled to go to bid this year as our current contract is about to expire. There was a discussion regarding going to bid, just accepting Tradebe's proposal, or vetting selected contractors.

Bob Snelling proposed a motion that we request solicitations as well as vet selected known contractors. Vice Chair Katz seconded the motion. A voice vote was taken indicating all present were in favor. Motion passed.

- b. Membership Recognitions/Awards Upon Retirement. There was some debate on how to recognize members who have contributed significant time and expertise to the LRPC upon retirement. It was decided that members who have less than 5 years of service upon retirement will receive a certificate of recognition while members who have more than 5 years of service will receive a recognition award of some form to be determined by administration.

8. Roundtable

D. Katz, New Hampton—Nothing of particular note aside from stating that the Squam Lakes Natural Science Center had their New Hampshire Day event last weekend which was more than well attended.

M. Hildebrand, Center Harbor—The Selectboard had their open meeting concerning the Moultonborough town line development noted in past meetings. This meeting was bustling with many attendees, including several Moultonborough residents. There are some DES issues which need to be addressed and there are also PSFA concerns.

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The town did send out a letter to the Town of Moultonborough requesting that it be made clear to the developer that access to Center Harbor beaches, boat launches, and other resident-only amenities by buyers of these properties is prohibited. Mark also stated that he has presented LRPC's RHNA report to their selectboard for review.

C. Ashjian, Moultonborough—Moultonborough had their elections yesterday. She noted some of the results and reminded everyone that the town meeting regarding the proposed community center is tomorrow. Christine also mentioned that the Heritage Commission sponsored the photograph for the town's annual report cover.

D. Anson, Laconia—Dean advised that the City of Laconia is in a "big pickle." They have recently lost their planning director and their conservation technician has just given her resignation. There are 2 major development projects looming: Langley Cove and the old state school property. Dean is pleading for assistance on behalf of the City and asks if anyone knows of a qualified person for either of these positions to please contact the City Council or the Mayor. In the interim, he wonders if LRPC could reach out to planning directors from our various municipalities to see if they might volunteer to pitch in just a few hours a week until Laconia finds a (interim or permanent) replacement. There are also several events coming up with no personnel to handle them.

L. Prentice, Tamworth—The boundary dispute between Moultonborough, Sandwich, and Tamworth is close to resolution. She is working with a group to review a stretch of Route 16 where several fatal motor vehicle collisions have occurred in an effort to obtain a DOT grant for a road safety analysis.

R. Snelling, Holderness—The state has been working on repaving a section of Route 3 that goes through the downtown area. Disruption has been fairly minimal, and the project is moving quickly.

T. Austin, Wolfeboro—The Planning Board is still reeling from an historic defeat regarding its recommendations for certain town ordinances. They are still working on their ten year plan.

B. Bolton, Plymouth—Road construction on Route 3 continues and it anticipated that it would run through the summer. PSU is looking to sell off some of their surplus buildings. Bill continues to work with the North Country Council regarding the development of a fixed route transportation service.

D. Kerr, Barnstead—A change to their short term rental ordinance was unanimously approved by the Planning Board. The town has been trying to accomplish their perambulation for the past 20 years, but there has not been enough support to get started. The long-standing approved subdivision that has been stagnant for the past few years is now finally developing 3 of the lots.

J. Ayer, Gilford—John advised the Board that there is a free mapping app to assist with perambulation – at least with regards to residential property, not sure if it will work on the town level – called "ReGrid". He states that they are still working on getting documentation in place for compliance with their new short-term rental ordinance. The town has a new zoning enforcement hire who is a quick learner and doing a good job.

9. **Adjournment**

Chair Ayer adjourned the meeting at 11:20 AM.

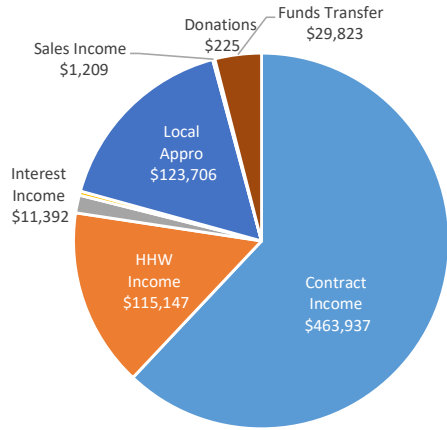
Respectfully Submitted,
Linda Waldron
Administrative Assistant

Attachment 2

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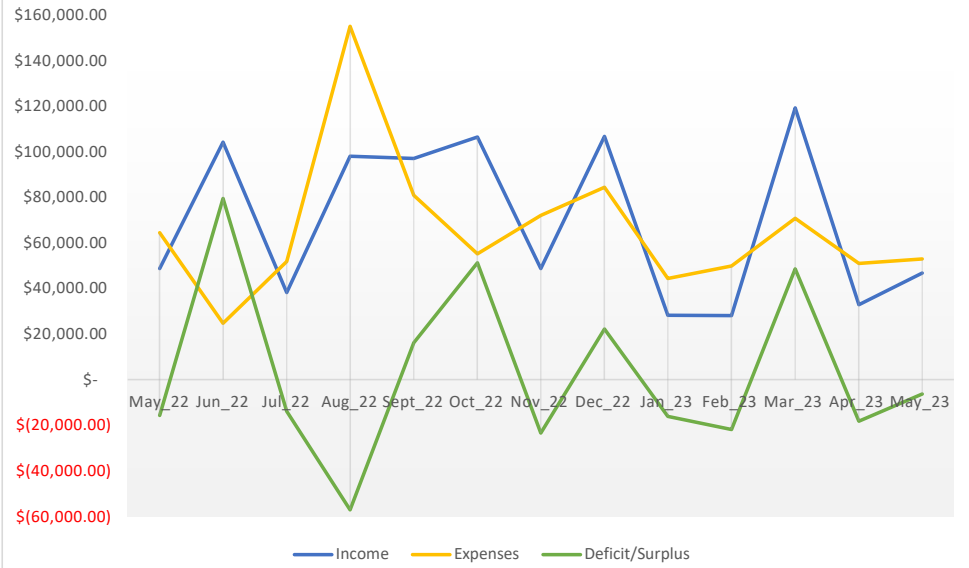
Lakes Region Planning Commission - Dashboard

Revenue by Source Type

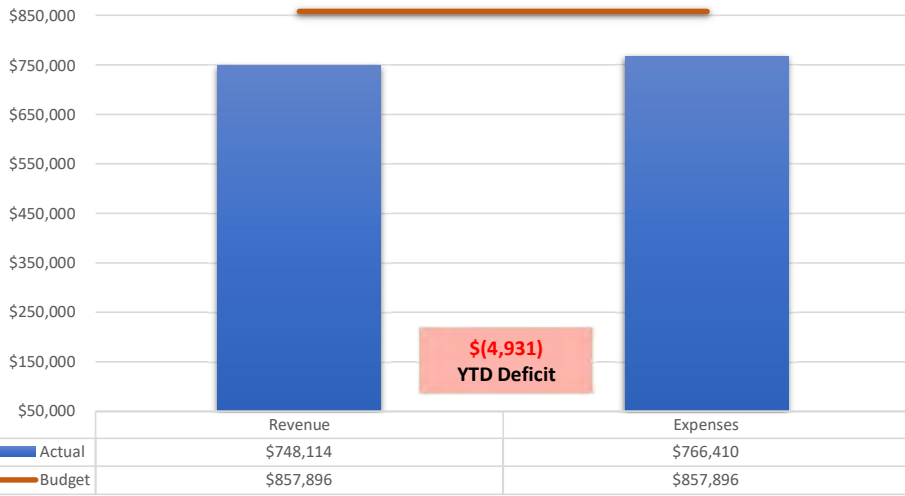


- 4010 - Contract Income
- 4020 - HHW Income
- 4040 - Interest Income
- 4050 - Miscellaneous Income
- 4060 - Local Appropriations
- 4070 - Sales Income
- 4015 - Donations
- 4090 - Funds Transfer

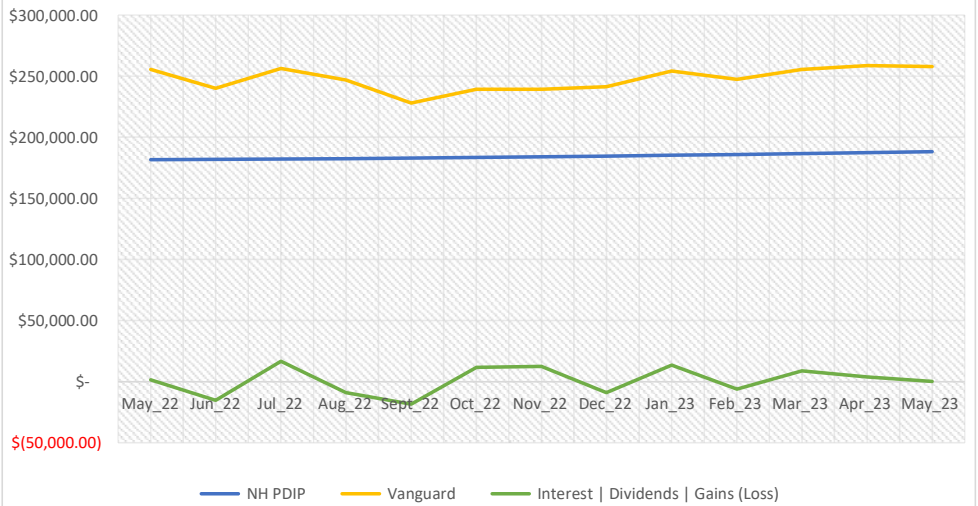
Income, Expenses, and Deficit/Surplus by Month



YTD Operating Results



Vanguard and NH PDIP Investments





	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1011.00 · Operating Account	5,236.80
1040.00 · Petty Cash	150.00
1070.01 · Money Market	134,346.87
1071.00 · Savings	1,049.56
Total Checking/Savings	140,783.23
Accounts Receivable	
1110.00 · Accounts Receivable	225,463.06
Total Accounts Receivable	225,463.06
Other Current Assets	
1451.00 · Prepaid Postage	27.22
1452.00 · Bulk Mail Permit 98	30.46
1510.00 · Vanguard Investments	258,071.79
1580.00 · NH PDIP	188,235.49
Total Other Current Assets	446,364.96
Total Current Assets	812,611.25
Fixed Assets	
1640.00 · Furniture, Fixtures & Equipment	30,533.50
1745.00 · Furniture & Equipment - Deprec	(30,533.50)
Total Fixed Assets	0.00
TOTAL ASSETS	812,611.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010.00 · Accounts Payable	5,314.33
Total Accounts Payable	5,314.33
Credit Cards	
2550.00 · First National Bank of Omaha	
2550.01 · FNBO - Carl	350.16
2550.02 · FNBO - Jeff	38.58
Total 2550.00 · First National Bank of Omaha	388.74
Total Credit Cards	388.74
Other Current Liabilities	
2120.00 · Accrued Vacation Payroll	15,279.06
2130.00 · Payroll Liabilities	
2134.00 · FSA	424.60
2135.00 · 401(k) Contribution	1,076.92
Total 2130.00 · Payroll Liabilities	1,501.52
2350.00 · Deferred and Unearned Revenue	
2351.00 · Deferred Town Assessment	152,953.00
2352.00 · Deferred HHW Income	99,994.00
2353.00 · Deferred Other Income	10,000.00
Total 2350.00 · Deferred and Unearned Revenue	262,947.00
Total Other Current Liabilities	279,727.58
Total Current Liabilities	285,430.65
Total Liabilities	285,430.65
Equity	
3110.00 · Unrestricted Net Assets	532,111.63
Net Income	(4,931.03)
Total Equity	527,180.60
TOTAL LIABILITIES & EQUITY	812,611.25



Lakes Region Planning Commission
FY23 Budget Performance
 May 31, 2023

	Fiscal Year (23)-to-Date			
	FY23 Approved Annual Budget	FY23 YTD Actual	Difference (Budget v Actual)	% of Annual Budget
Income				
4010 · Contract Income	\$ 624,441	\$ 463,937	\$ (160,504)	74.30%
4020 · HHW Income	\$ 119,688	\$ 115,147	\$ (4,541)	96.21%
4040 · Interest Income	\$ 4,000	\$ 11,392	\$ 7,392	284.79%
4050 · Miscellaneous Income	\$ 8,000	\$ 2,675	\$ (5,325)	33.44%
4060 · Local Appropriations	\$ 134,957	\$ 123,706	\$ (11,251)	91.66%
4070 · Sales Income	\$ 1,300	\$ 1,209	\$ (91)	92.99%
4015 · Donations	\$ 2,500	\$ 225	\$ (2,275)	9.00%
4090 · Funds Transfer	\$ 41,000	\$ 29,823	\$ (11,177)	
Total Income (est.)	\$ 935,886	\$ 748,114	\$ (187,772)	79.94%
Expense				
			Target:	91.67%
6030 · Custodian	\$ 4,160	\$ 3,680	\$ 480	88.46%
6050 · Education and Training	\$ 1,000	\$ 645	\$ 355	64.50%
6060 · Equipment Maintenance	\$ 12,360	\$ 11,347	\$ 1,013	91.81%
6070 · HHW Expense	\$ 103,000	\$ 99,023	\$ 3,977	96.14%
6080 · Insurance - Bonds and Business	\$ 3,000	\$ 2,719	\$ 281	90.63%
7010 · Publishing/Memberships/Meetings	\$ 15,750	\$ 4,575	\$ 11,175	29.05%
7020 · Miscellaneous Expense	\$ 500	\$ 610	\$ (110)	122.02%
7030 · Office Improvements	\$ 1,000	\$ -	\$ 1,000	0.00%
7040 · Office Expense	\$ 10,700	\$ 13,239	\$ (2,539)	123.73%
7050 · Payroll Expenses	\$ 697,844	\$ 570,739	\$ 127,105	81.79%
7060 · Postage and Printing	\$ 1,300	\$ 608	\$ 692	46.80%
7069 · Allowance for Direct Grant Expenses	\$ -	\$ -	\$ -	
7070 · Professional Services	\$ 50,461	\$ 27,024	\$ 23,437	53.55%
7080 · Rent	\$ 10,680	\$ 8,866	\$ 1,814	83.01%
7090 · Traffic Equipment	\$ -	\$ 1,908	\$ (1,908)	
7095 · SADES Equipment	\$ -	\$ -	\$ -	
8010 · Travel Expense	\$ 5,000	\$ 2,323	\$ 2,677	46.47%
8050 · Utilities	\$ 14,631	\$ 13,918	\$ 714	95.12%
8060 · Vehicle O&M	\$ 4,500	\$ 5,186	\$ (686)	115.25%
Total Expense	\$ 935,886	\$ 766,410	\$ 169,476	81.89%
			Target:	91.67%
Net Ordinary Income¹	\$ -	\$ (18,297)		
Realized Gain (Loss)²				
Unrealized Gain (Loss)²		\$ 13,366		
Net Income		\$ (4,931)		

¹Net Ordinary (Operating) Income is as of April 30, 2023.

²Realized and Unrealized Investment Gain (Loss) are as of April 30, 2023.



Lakes Region Planning Commission
FY23 Budget Performance
 May 31, 2023

	Fiscal Year (23)-to-Date			
	FY23 Approved Annual Budget	FY23 YTD Actual	Difference (Budget v Actual)	% of Annual Budget
Membership	134,957	123,706	(11,251)	91.66%
Local Contracts				
PRLAC	\$ 2,700	\$ 2,700	\$ -	
Moultonborough Circuit Rider		\$ 7,017		
RSMS Project New Hampton Update		\$ 1,298		
Other Traffic Counts		\$ 900	\$ 900	
Northfield Circuit Rider	\$ 4,000	\$ 1,134	\$ (2,866)	
Bristol Master Plan Development			\$ -	
Center Harbor Circuit Rider		\$ 810	\$ 810	
Plymouth Circuit Rider	\$ 2,500		\$ (2,500)	
NBRC Laconia Area Community Land Trust			\$ -	
NBRC G.A.L.A. Community Center			\$ -	
CDBG Grafton County Micro Enterprise			\$ -	
NBRC Gale School	\$ 7,500	\$ 2,473	\$ (5,027)	
NBRC Town of Sandwich	\$ 12,405	\$ 2,996	\$ (9,409)	
NBRC Town of Hebron		\$ 5,209		
CDBG Grafton County Micro Enterprise	\$ 20,000	\$ 36,832	\$ 16,832	
Pardoe	\$ 10,000		\$ (10,000)	
RSMS Project Hebron		\$ 3,250	\$ 3,250	
RSMS Project Plymouth		\$ 5,000	\$ 5,000	
CCDS Project Plymouth		\$ 5,000	\$ 5,000	
Additional NBRCs			\$ -	
Subtotal	\$ 59,105	\$ 74,620	\$ 1,990	126.25%
State / Federal Contracts				
USDA CF Disaster TAT Streetscaping	\$ 10,000	\$ 10,998	\$ 998	
PRLAC Corridor Management Plan	\$ 15,000	\$ 10,250	\$ (4,750)	
DOS-HSEM - Bridgewater	\$ 6,000	\$ 3,000	\$ (3,000)	
DOS-HSEM - Tilton			\$ -	
DOS-HSEM - Tuftonboro	\$ 6,000		\$ (6,000)	
APR Regional Housing Assessment	\$ 55,000	\$ 45,658	\$ (9,342)	83.02%
USDA Solid Waste Management FY22	\$ 22,400	\$ 16,800	\$ (5,600)	
USDA Solid Waste Management FY23	\$ 110,000	\$ 70,229	\$ (39,771)	
Regional Plan Update	\$ 50,000		\$ (50,000)	
DOT UPWP FY 22 / 23	\$ 279,825	\$ 226,040	\$ (53,785)	80.78%
OEP Targeted Block Grant	\$ 11,111	\$ 6,341	\$ (4,770)	
Subtotal	\$ 565,336	\$ 389,317	\$ (176,019)	68.86%
Other Income				
4020 · HHW	\$ 119,688	\$ 115,147	\$ (4,541)	96.21%
4021 · HHW Local	\$ 103,000	\$ 99,661	\$ (3,339)	96.76%
4022 · DES HHW	\$ 16,688	\$ 15,486	\$ (1,202)	92.80%
4015 · Donations	\$ 2,500	\$ 225	\$ (2,275)	9.00%
4040 · Interest & Dividends	\$ 4,000	\$ 11,392	\$ 7,392	284.79%
Land use book sales / GIS	\$ 1,300	\$ 1,209	\$ (91)	92.99%
Other/Misc Income/Annual Meeting	\$ 8,000	\$ 2,675	\$ (5,325)	33.44%
Fund Balance	\$ 41,000	\$ 29,823	\$ (11,177)	72.74%
Subtotal	\$ 176,488	\$ 160,471	\$ (16,017)	90.92%
TOTAL	\$ 935,886	\$ 748,114	\$ (201,297)	79.94%
			Target:	91.67%

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Lakes Region Planning Commission
FY23 Budget Performance
May 31, 2023

Expense Account	Fiscal Year (23)-to-Date			
	FY23 Approved Annual Budget	FY23 YTD Actual	Difference (Budget v Actual)	% of Annual Budget
6030 · Custodian	\$ 4,160	\$ 3,680	\$ 480	88.46%
6050 · Education and Training	\$ 1,000	\$ 645	\$ 355	64.50%
6060 · Equipment Maintenance	\$ 12,360	\$ 11,347	\$ 1,013	91.81%
6062 · Equipment/Computer Maintenance	\$ 12,360	\$ 8,885	\$ 3,475	71.89%
6061 · Equipment Purchases	\$ -	\$ 2,462	\$ (2,462)	
6070 · HHW Expense	\$ 103,000	\$ 99,023	\$ 3,977	96.14%
6080 · Insurance - Bonds and Business	\$ 3,000	\$ 2,719	\$ 281	90.63%
7010 · Publishing/Memberships/Meetings	\$ 15,750	\$ 4,575	\$ 11,175	29.05%
7020 · Miscellaneous Expense	\$ 500	\$ 610	\$ (110)	122.02%
7030 · Office Improvements	\$ 1,000	\$ -	\$ 1,000	0.00%
7040 · Office Expense	\$ 10,700	\$ 13,239	\$ (2,539)	123.73%
7043 · Copier Lease	\$ 5,000	\$ 4,529	\$ 471	90.57%
7041 · Supplies	\$ 5,700	\$ 8,710	\$ (3,010)	152.81%
7050 · Payroll Expenses	\$ 697,844	\$ 570,739	\$ 127,105	81.79%
7051 · Salaries and Wages	\$ 513,186	\$ 436,042	\$ 77,144	84.97%
7052 · Health, Dental, Disability, Life & Unemp	\$ 103,704	\$ 73,692	\$ 30,012	71.06%
7055 · Retirement Fund	\$ 41,695	\$ 27,427	\$ 14,268	65.78%
7057 · Payroll Taxes	\$ 39,259	\$ 33,577	\$ 5,682	85.53%
7060 · Printing & Postage	\$ 1,300	\$ 608	\$ 692	46.80%
7069 · Allowance for Direct Grant Expenses		\$ -	\$ -	
7070 · Professional Services	\$ 50,461	\$ 27,024	\$ 23,437	53.55%
7071 · Audit	\$ 7,000	\$ 6,600	\$ 400	94.29%
7072 · Contracted Services	\$ 42,661	\$ 19,123	\$ 23,538	44.83%
7074 · Legal	\$ 500	\$ 835	\$ (335)	167.00%
7075 · Payroll Service	\$ 300	\$ 466	\$ (166)	155.33%
7080 · Rent	\$ 10,680	\$ 8,866	\$ 1,814	83.01%
7090 · Traffic Equipment	\$ -	\$ 1,908	\$ (1,908)	
7095 · SADES Equipment	\$ -	\$ -	\$ -	
8010 · Travel Expense	\$ 5,000	\$ 2,323	\$ 2,677	46.47%
8050 · Utilities	\$ 14,631	\$ 13,918	\$ 714	95.12%
8051 · Electricity and Propane	\$ 6,500	\$ 5,163	\$ 1,337	79.43%
8052 · Telephone and Internet	\$ 8,131	\$ 8,754	\$ (623)	107.67%
8060 · Vehicle O&M	\$ 4,500	\$ 5,186	\$ (686)	115.25%
Totals	\$ 935,886	\$ 766,410	\$ 169,505	81.89%
			Target:	91.67%

Attachment 3



Monthly Executive Report

Local

- **Barnstead.** Responded to requests for zoning and floodplain maps. Corresponded with NH Geological Survey (NHGS) regarding requested Fluvial Erosion Hazard map.
- **Belmont, Northfield and Sandwich (NH DES | Stormwater Protection).** Reviewed grant requirements. Obtained towns' current ordinances regarding source water protection and compared against 2015 model NH DES Source Water Protection Model ordinance. Created itemized comparisons between 2010 and 2015 model NH DES Source Water Protection ordinances. Attended 2023 NH DES Source Water Protection Conference. Provided ordinance comparisons to NH DES. Note: NH DES will be updating the model ordinance this summer.
- **Gilmanton.** Corresponded with Gilmanton regarding several speed counts to be set out this summer.
- **New Hampton.** Provided 2023 forecasted repair data from RSMS update project to DPW Director. Met with DPW Director regarding RSMS update.
- **Northfield.** Reviewed and commented on Master Plan survey.
- **Tamworth.** Met with Planning Board Chair regarding aquifer and wellhead protection overlays and a potential parcel mapping project. Printed maps regarding groundwater protection.

Regional

- PRLAC. Followed correspondence regarding permit applications. Attended PRLAC May meeting (Zoom).
- Pemi Corridor Plan. Received additional comments and again edited the Resources and Protections sections. Prepared for submission to NH DES. Distributed materials to PRLAC representatives in advance of May meeting to discuss actions. Reviewed current actions and threats with membership at May meeting.

Grants Administration

- Subrecipient Monitoring of all 4 Micro Technical Assistance subrecipients.
- Final 1 Direct Grant submitted/paid for NCIC. Payments made on LRPC's Grant Administration of Micro Technical Assistance. Payments made on all 4 subrecipient Quarterly Micro Technical Assistance.
- Begin final NCIC Quarter 4th quarter Micro Technical Assistance.
- Begin final NCIC report with narrative on compilation of Micro Technical Assistance 2022 program.

Solid Waste

- Scheduled upcoming site visit at Freedom Transfer Station.
- Completed budget and work plan for Gilford's NBRC grant application. Prepared NBRC grant map.

- Attended LDD coaching meetings for 1) Squam Lake trail project, 2) Tamworth Recycling Facility NBRC project, and 3) to discuss various application questions, submission matters, etc. Prepared letter of support for Tamworth's NBRC project to include with their application.
- Produced PGA Roundtable Slide show for upcoming training.
- Conducted HHW Coordinator's Meeting to discuss event changes, location updates, Tradebe site visits, T-shirt orders, changes to outreach material, methods of advertisement.
- Presented Solid Waste Research and Strategies Presentation at the May Commissioners Meeting.
- Research regarding data for regional solid waste facility solar suitability map. Attended NH DOE meeting on solar suitability.



Example of glass storage and separation

Household Hazardous Waste

- **2023 Collections.** Sixteen communities and more than \$75K have been formally committed. NH DES has been notified of these commitments. Invoices were sent to communities. Four have now paid. Facility Use request forms have been submitted to the SAUs for Effingham and Bristol. The request to use the Effingham site was denied.
- Prepared for and led Coordinators Meeting.
- Created several HHW event brochures, flyers, and handouts.
- Followed up with Tradebe on manifest paperwork from 2022 collections. After receiving a negative response from NLR, Inc. regarding Universal Waste, followed up with NH DES, Director, and Coordinators. Discussed the various options associated with Universal Waste collection with USDA.
- **2024 Collections.** Reviewed and edited RFP for FY 2025 collection. Provided data and information for this effort. Updated local coordinators on RFP and discussed anticipated changes.

Transportation

- **Meetings.** Attended Hill & Danbury selectmen's meetings to promote TAC participation and LRPC's transportation program offerings to municipalities. Presented at May Commissioners meeting highlighting EV infrastructure and local roadway regulations. Scheduled and coordinated joint June TAC meeting Solid Waste roundtable.
- **GIS.** Reviewed ESRI license and organizational needs.
- **Data Management.** Explored methods of sharing census and land use data with communities.
- **SADES/RSMS.** Discussed RSMS updating of forecasts.
- **HSIP Safety/Traffic Counting.** Corresponded with colleagues regarding potential pilot data collection and analysis project. Technicians prepared for and began setting out counters (7 in New Hampton, 7 in Bristol, and 2 in Alexandria). We have 149 counts from NH DOT (four recounts from 2022). We anticipate an additional 10 to 15 municipal counts.
- **Training.** Received training regarding Stream Crossing as well as SADES CCDS. Participated in Pedestrian Safety Workshop provided by FHWA.

ACRONYMS

CCDS	Culverts and Closed Drainage Systems
DPW	Department of Public Works
ESRI	Environmental Systems Research Institute
EV	Electric Vehicle
FHWA	Federal Highway Administration
GIS	Geographic Information System
HHW	Household Hazardous Waste
HSIP	Highway Safety Improvement Program
LDD	Local Development District
LRPC	Lakes Region Planning Commission
NBRC	Northern Border Regional Commission
NCIC	Northern Community Investment Corp.
NH DES	NH Department of Environmental Services
NH DOE	NH Department of Education
NH DOT	NH Department of Transportation
PGA	Processed Glass Aggregate
PRLAC	Pemigewasset River Local Advisory Committee
RFP	Request for Proposal
RSMS	Road Surface Management System
SADES	Statewide Asset Data Exchange System
SAU	School Administrative Unit
TAC	Transportation Advisory Committee
USDA	United States Department of Agriculture

Attachment 4

PROPOSED BY-LAW CHANGES

8.3 Nomination of Executive Board & Officers

A Nominating Committee of up to five (5) Commissioners shall be appointed by the Executive Board of the Commission at least one hundred eighty (180) days in advance of the Annual Commission meeting. The Nominating Committee shall consider the interest, ability, and residency of Commissioner members in serving as members of the Executive Board. The Nominating Committee shall also be responsible for nominating the Executive Board officers. Executive Board officers shall be nominated from the full commissioner membership. This information shall be used in preparing a ballot to be submitted to the Commission. The Nominating Committee may nominate one or more candidates for each office.

8.4 Election of Executive Board & Officers

The Executive Board shall be elected by the affirmative written ballots of a majority of the Commissioners voting at the Annual Meeting every two (2) years. Executive Board officers shall be elected by the affirmative written ballots of a majority of the Commissioners voting at the Annual Meeting every year (annually). The results of the ballots shall be totaled and announced at that meeting. Commissioners are privileged to vote for any qualified person, whether or not ~~he~~that person be nominated by the Nominating Committee. In case no candidate for a particular office shall receive a majority of the votes cast, a second ballot shall be cast between the two candidates with the most votes. Then, in the event of a tie, the office will be determined by lot.

9.8 Electronic Participation in Meetings

The Lakes Region Planning Commission, its Executive ~~Committee~~Board, Transportation Technical Advisory Committee and any other committee or sub-committee that may be established shall allow one or more members of those bodies to participate in a meeting by electronic means of communication for the benefit of the public and the specific committee subject to the provisions of RSA 91-A:2, III.

Except in cases of emergency as defined in RSA 91-A: 2, III (b), a quorum of the Commission, Executive ~~Committee~~Board, Technical Advisory Committee or any other committee or sub-committee shall be physically present at the location specified in the meeting notice as the location of the meeting.

Attachment 5

**ADVERTISEMENT FOR BIDS
LAKES REGION PLANNING COMMISSION**

HOUSEHOLD HAZARDOUS WASTE COLLECTION

1. Bids for the Lakes Region Planning Commission's Household Hazardous Waste (HHW) Collection Days shall be received by: Lakes Region Planning Commission (LRPC), 103 Main St., Suite 3, Meredith, NH 03253 or emailed to David Jeffers djeffers@lakesrpc.org and Matt Rose mrose@lakesrpc.org by 4:00 PM EST, **June 30, 2023**. Bids submitted after this time and date will not be accepted.
2. The LRPC will provide household hazardous waste collection services for up to twenty-five municipalities, mostly small and rural. The LRPC administers the program. Funding for the program is through a grant from the NH Department of Environmental Services (NH DES) and from the participating communities themselves.
3. In general, the scope of work is as follows:
 - a) Receiving, sorting, consolidating, packaging, storing, transporting and disposing of household generated wastes, including but not limited to: oil-based paints, paint thinner, degreasers, pesticides, fertilizers, oven cleaners and other wastes which could be classified as household hazardous.
 - b) Contingent upon arrangements being made prior to the Collection date which are mutually acceptable to both contractor and waste generator, receipt of school waste and packaging and invoicing of same separately from the Collection waste.

Note- The selected contractor must be a licensed hazardous waste transporter, authorized to handle, package, document, transport and insure disposal at an authorized hazardous waste facility in a safe and proper manner. In recent years, HHW collections have occurred at four sites on the last Saturday in July and four different sites on the first Saturday in August. This year we are planning one collection date in June after Memorial Day, one on the last weekend of July, one on the first weekend of August, and one s in September after Labor Day. Two sites will be set up on each date.

4. **The LRPC is requesting only Fixed Price bids.** This year the Commission will consider bids that cover fewer than the full eight sites. LRPC is seeking the best possible bid or combination of bids for the participating communities.

The LRPC reserves the right to waive any or all formalities in bids, to reject any or all bids submitted, and to accept the proposal deemed in the best interest of the municipalities served by the LRPC. The successful bidder may be awarded future annual HHW agreements for an additional three-year period; however, the LRPC reserves the right to re-open the bidding process each year.

5. The Lakes Region Planning Commission Executive Board has the final approval authority in awarding the Agreement.

No bid may be withdrawn within 90 days, including weekends and holidays, after the opening of bids on June 30, 2023.

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A. PROJECT SUMMARY AND CONDITIONS

1. General.

The Contractor shall successfully perform an HHW Collection at up to eight (8) different locations. This year there will be two events in June after Memorial Day, 2 events on the last weekend of July, 2 events on the first weekend of August, 2 events in September after Labor Day between the hours of 08:30 AM and 12:00 PM. Household participation summary data from recent HHW Collections are included on the enclosed Bid Form. The selected Contractor shall be a licensed hazardous waste transporter properly authorized to perform the contract work and set up the appropriate collection program. In addition to the Contractor's experience with multiple-site, one day HHW Collections, the LRPC is also interested in the Contractor's experience with: innovative disposal solutions that reduce environmental impacts, reusable materials, and recycling options for collected HHW. The Contractor should include information that reflects their experience/expertise working with or managing reusable HHW materials. Information about unique public educational efforts regarding alternative purchasing or disposal options for consumers would be helpful, as the LRPC is committed to finding long-term improvements for a reduction in the accumulation of household hazardous wastes.

2. Description.

The Contractor shall be responsible for:

- Adherence to Technical Specifications, as attached.
- Identifying a single Project Coordinator and a Professional Chemist to be present at all scheduled collection sites.
- Receiving household hazardous wastes, as defined by the New Hampshire Department of Environmental Services Solid Waste Rules, as amended.
- Segregating, analyzing, consolidating, containerizing, labeling, loading, documenting, and transporting all collected household hazardous wastes in properly placarded vehicles.
- Packing, labeling, and stacking some universal wastes collected incidentally, and disposed of through other means.
- Providing preventative and immediate response measures to prevent leaks and to contain and clean up any leaks that do occur.
- Disposing of household hazardous wastes at permitted hazardous waste treatment disposal facilities. Certificates of destruction must be supplied to the LRPC.

3. Safety.

The contractor shall adhere to all appropriate safety procedures, including but not limited to those outlined in the Technical Specifications; and shall properly handle, package, containerize, label, store, load, and transport all hazardous wastes accepted during the operation in a manner approved by the State of New Hampshire Department of Environmental Services and all other pertinent regulatory agencies.

4. Management.

The Contractor shall have present at the sites, a Project Manager/Safety Officer responsible for directing the Contractor's operation. This person shall coordinate the project's activities with the LRPC/Municipal Site Coordinator. The Contractor shall also have present at each site an employee or agent of the Contractor trained in chemical identification of all hazardous and acutely hazardous wastes as defined in the New Hampshire Hazardous Waste Rules. The contractor shall have present a sufficient number of employees or agents, or staffing to containerize, label, load, and transport wastes safely for treatment or disposal at a permitted hazardous waste facility. The number of staff at each collection site will be based upon anticipated need, to be agreed upon prior to the Collection date. Each of the above-specified persons shall be sufficiently experienced and trained to properly carry out the operation. **On the collection days, if more staff members are needed at one site rather than another, the Contractor must be prepared to respond to sites that receive unanticipated attendance where more staff is needed.**

5. Cooperation.

The Contractor shall accept wastes only from individuals from participating municipalities, and only in such amounts as are approved by the site coordinator, and shall cooperate to the fullest measure possible with the LRPC's and municipal personnel in the operation. The LRPC site coordinator is working to coordinate with the public and its Contractor and to be informed about the material collected.

6. Hours.

The collection stations will open promptly on the selected day at 8:30 a.m. and remain open until noon for receipt of HHW. The Contractor shall transport all collected waste to be disposed of by the Contractor out of the municipalities used as collection sites no later than 4:00 p.m. of the selected collection date.

7. Set Up.

The Contractor shall supply and have available at the appropriate site on the collection day, all equipment and personnel necessary to perform the tasks included in the Work Plan. The Work Plan shall be prepared in accordance with that specified in the Technical Specifications. All of these documents are included in this package.

8. Emergencies.

The Contractor shall be responsible for fulfilling requirements of their "Site Safety, Spill Response, and Emergency Evacuation Plan." Said Plan shall be prepared in accordance with that specified in the Technical Specifications.

9. Participation.

The LRPC will allow only households of the participating municipalities to enter the collection area for the purpose of disposal of Household Hazardous Waste. A participating municipality is one that has financially contributed to the cost of the collection and shall be identified by LRPC prior to the collection event.

10. Quantities.

The LRPC proposes to limit each resident to a maximum drop-off quantity of ten (10) gallons or fifty (50) pounds; -whichever is greater- of household hazardous waste. The LRPC/Municipal Site Coordinator reserves the right to waive the quantity limit on a case-by-case basis.

Under an award based on an itemized bid, close coordination between the Contractor's project manager and LRPC's HHW coordinator is required on collection days to keep projected expenditures within the financial constraint of the collection's budget. The LRPC reserves the right to restrict acceptance of waste to stay within the budgetary limit of the collection. However, such restrictions are not anticipated under an award based on a fixed price bid, which is also requested.

11. Documentation.

The Contractor, after the collections have ended, shall submit documentation of how the waste was disposed to LRPC and the NH Department of Environmental Services.

12. Price Quotations and Contract Period.

The Contractor shall submit bids as specified in Part C, Bid Form. For a one-year bid, the contract period shall be for the summer of 2024. For a three-year bid, the contract period shall be from 2025 – 2027.

13. Records.

The Contractor shall maintain records pertaining to this project on a generally recognized accounting basis. The records shall reflect costs incurred for the services performed. The records shall show the status of the waste from the time of collection until final disposal. The Contractor shall permit the LRPC's authorized representatives, appropriate Federal and/or State Department and agencies to inspect and audit all data and records of the Contractor associated with this contract or related to the Contractor's performance under this contract.

14. Equal Employment Opportunities.

The Contractor shall not discriminate against any employee or applicant for employment because of any status protected by State or Federal law. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment, without regard to any status protected by State or Federal law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

15. Location.

It is anticipated that the Contractor shall perform the work in eight geographically dispersed locations in the Lakes Region.

16. Compliance.

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the Contractor.

17. Personnel.

The Contractor shall, at its own expense, provide all personnel necessary to perform the work. The Contractor shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

18. Indemnification

The Contractor shall defend, indemnify and hold harmless the Lakes Region Planning Commission, its members and employees, or other sites in which the collections are held, and their respective volunteers and employees, the State and its respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of, or which may be claimed to arise out of, the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the LRPC, the LRPC member communities, or the municipalities in which the collections are held. This covenant shall survive the termination of this agreement.

19. Equipment.

The contractor shall supply, store and have available at the appropriate sites on the appropriate day, all equipment and supplies necessary to perform the work in accordance with the contract documents. The contractor is responsible for all necessary equipment at all events. Host sites are responsible for waste containers at their respective sites. It is requested that the contractor supply liners for all waste containers used at the collections.

20. Payment.

The contract prices shall be paid to the Contractor upon receipt of grant monies from the NH Department of Environmental Services, the appropriation of which is reliant upon the LRPC's receipt of complete invoices and copies of all manifest forms signed by the operator(s) of the hazardous waste facility(ies) in which the collected materials were delivered for disposal. Payment to the Contractor shall be made not to exceed the Fixed Price Payment.

21. Pre-Collection Conference.

After execution of this Agreement, but prior to starting the work, up to two pre-collection conferences shall be held. The attendance of the Contractor and the contract manager shall be mandatory. The LRPC shall notify all other appropriate personnel of the time and site of the Conference. The Conference shall be held in the Lakes Region at a mutually agreed upon time. Procedures to be followed for the duration of the collection shall be established and discussed at this time. In addition, the Contractor shall provide the LRPC with proposed Work Plans, Safety Plans and Hazardous Response Plans for each site that will be used for the collection. If such plans are submitted beforehand, they shall be reviewed at this time.

22. Insurance.

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed. The insurance shall include the specific coverage and be

written for not less than the limits of liability and coverage identified or required by law, whichever is greater. All policies shall contain a provision that the coverage will not be cancelled, changed or renewal refused until a thirty-day (30) written notice is given to the LRPC. All insurance shall remain in effect until final payment. Certifications from the insurance carrier shall be submitted to the LRPC, shall list the host sites or each collection event and the LRPC as certificate holders and state the type of coverage, limits of liability, and expiration date. The LRPC and any host sites shall be listed as an added insured on all insurance types. All policies must be on an occurrence basis.

The State of New Hampshire requires a minimum insurance of:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the project, and comprehensive public liability insurance against all claims of bodily injury, death, or property damages, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$1,000,000 for property damage in any one incident.

23. Permits.

It shall be the responsibility of the Contractor to obtain all federal, state, and local permits that may be required and necessary to perform the work. The cost of any permits or fees associated with same shall be borne by the Contractor.

24. Workmen's Compensation.

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the Contractor shall require the subcontractor, similarly, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

25. Social Security Act.

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other compensation paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless the LRPC from such contributions or taxes or liability therefore.

26. Hazards.

The Contractor warrants that it understands the currently known or suspected hazards, which are presented to persons, property and the environment by transport, treatment and disposal of household hazardous materials or wastes. The Contractor further warrants that it shall perform all services under this contract in a safe, efficient, expeditious and lawful manner using industry-accepted practices in full compliance with all applicable local, New Hampshire and Federal laws and regulations.

B. INFORMATION FOR BIDDERS

1. General.

Proposals will be accepted from interested Contractors who meet the minimum qualifications set forth in Section 4 on the following page of this portion of the contract documents.

All blank spaces for bid prices must be filled in and the Bid Forms must be fully completed and executed when submitted. (Use “NA” for not applicable responses).

The LRPC may waive any formalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled date for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bid may be withdrawn within 90 days, Saturdays, Sundays, and Holidays excluded, after the actual date of the opening thereof. Should there be a reason the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the LRPC and the bidder.

2. Copies of Bidding Documents.

Complete sets of the Bidding Documents may be obtained from:

Lakes Region Planning Commission
103 Main Street, Suite 3
Meredith, NH 03253
or
www.lakesrpc.org

Complete sets of Bidding Documents shall be used in preparing bids; the LRPC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The LRPC, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use. The Bidder shall submit five (5) copies of the Bidding Documents and any supporting materials.

3. Examination of Contract Documents and Site.

Before submitting a bid, each Bidder must:

- a) Examine the Contract Documents thoroughly.
- b) Be familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
- c) Study and carefully correlate Bidder’s observation with the Contract Documents.
- d) Make any additional investigations and tests as the Bidder may deem necessary to determine the bid for performance of the work in accordance with the time, price, and other terms and conditions of the Contract Documents, and that the collection sites are suitable for collection and contains no threat of contamination or safety.

The submission of a bid will constitute an incontrovertible representation by the Bidder that every requirement of this document has been complied with and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4. Qualifications of the Bidder.

The LRPC shall make such investigations as deemed necessary to determine the ability of the Bidders to perform the work, and the Bidders shall furnish to the LRPC all such information for this purpose as the LRPC may request. The Bidders shall submit written evidence, along with the bidding documents, which addresses these issues:

The Bidder:

- a) Will not have defaulted on any contract within three years prior to the bid date.
- b) Will maintain a permanent place of business.
- c) Will have adequate personnel and equipment to perform the work expeditiously.
- d) Will have suitable financial status to meet obligations incidental to work.
- e) Will have appropriate technical experience in the class of work involved.
- f) Will be currently registered with the Secretary of the State of New Hampshire to do business in New Hampshire.
- g) Will not have failed to perform satisfactorily on contracts of a similar nature.
- h) Will not have failed to complete previous contracts on time.
- i) Will have a minimum of four (4) years experience as a business.
- j) Will have completed a minimum of three (3) similar projects.
- k) Will have previous experience with one-day, multi-site household hazardous waste collections.

Bids from Contractors who fail to meet these exact specifications, but can offer alternative qualifications in lieu of these criteria and demonstrate an ability to perform the requisite services in a satisfactory manner, will also be entertained. Such bidders should submit a statement of qualifications to the LRPC prior to the date of bid opening. This statement shall include persuasive evidence of experience in similar work, i.e., work done under different business names, etc., for review by the LRPC. The bidder understands that no judgment or decision will be made by the LRPC before bid opening and accepts the risk that bidder's qualifications may be determined to be unacceptable.

The LRPC reserves the right to select the most responsible and responsive bid. It is the intent and purpose of this Agreement on which bids are sought to assure and guarantee the disposal of household hazardous waste in an efficient and environmentally appropriate manner. The LRPC will reject any bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the LRPC that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

5. Disposition of Waste

A description of waste disposition shall be included in the proposal and may be considered in the evaluation of proposals. Waste disposal methods will be assessed based on environmental soundness in the following order of preference: waste reduction, waste recycling, fuel recovery, chemical treatment, destructive incineration and disposal.

6. Interpretation.

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to LRPC 103 Main St. Suite #3, Meredith, NH 03253 or email to David Jeffers djeffers@lakesrpc.org and Matt Rose mrose@lakesrpc.org by 4:00 PM EST on June 16, 2023. The LRPC will answer all questions received and shall post on its website www.lakesrpc.org no later than June 23, 2023. Written questions received after June 16, 2023 will not be answered. Only questions answered in writing will be binding. Oral and other interpretation or clarifications shall be without legal effect.

7. Bid Security.

No bid security will be required for this project.

8. Performance and Payment Bond.

No performance or payment bond will be required for this project.

9. Award.

The LRPC may invite applicants to an interview session with its Executive Board and/or a Review Committee prior to making a decision. The LRPC may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the LRPC all such information and data for this purpose as the LRPC may request. The LRPC reserves the right to reject any bid for any reason that the LRPC determines to be in the public interest or if the evidence submitted by, or investigation of, such Bidder fails to satisfy the LRPC that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work necessary. The LRPC reserves the right not to award the contract to the lowest bidder if it is deemed to be in the best interest of the LRPC. The LRPC Executive Board has the final approval authority in awarding the Agreement.

10. Price Quotations and Contract Period.

The Contractor shall submit bids as specified in Part C, Bid Form. For a one-year bid, the contract period shall be for the summer of 2024. For a three-year bid, the contract period shall be from 2025-2027.

11. Contract Time.

The number of hours within which the work is to be completed (the contract time) shall be the amount of time needed to set up for the collection, accept waste (hours of the specific collection event), appropriately pack all materials, fill out manifest forms, and assure that the site is in a condition equivalent to the starting condition.

12. Notice to Proceed

Execution of the Agreement by the LRPC and the successful bidder shall constitute a “Notice to Proceed”.

13. Equal Opportunity Employment.

Contracts for work under this proposal will obligate the Contractor and any Subcontractors not to discriminate in employment practices. Successful Bidders must submit a list of any Subcontractors who will perform work on this project.

14. Pre-Collection Conference.

The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and the LRPC are present. The LRPC will arrange the conference. At this conference, the Contractor will be required to represent Work Operation Plans, Site Safety Plans, and Spill Response Plans for the selected sites.

15. Taxes.

No amount shall be added for State or Federal Taxes, for which the Contractor can obtain exemptions. The Contractor shall obtain from the State Tax Commission, a Certificate of Exemption for the tax on materials to be incorporated in the work and an exemption from Federal Excise Taxes.

C. BID FORM

PART I. - Bid

Proposal of _____(hereinafter called ("Bidder")), organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation", "limited liability company", "a partnership", or "an individual", as applicable.)

To the Lakes Region Planning Commission, New Hampshire (hereinafter called "LRPC"):

In compliance with your Request for Bids, Bidder hereby proposes to perform all work for Household Hazardous Waste Collection for the Lakes Region Planning Commission, serving as agent for the participating municipalities, in strict accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

By submission of this Bid, the Bidder certifies and, in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this Bid, with any other Bidder or with any competitor.

The Bidder declares that no person in the employ of the LRPC has a pecuniary interest in this proposal or in the Contract for the work which he proposes to do, that he has carefully examined the Contract and Specification and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and has carefully estimated the work. They understand that the LRPC, its agent and employees, are not to be in any manner held responsible for the accuracy of any estimates relating to the work and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The bidder hereby agrees to commence work under this Contract on the date to be specified in the Notice to Proceed and to complete the project within the time frame allowed.

The Bidder proposes and agrees that within 14 days after the day on which the Notice of Award of this Contract shall be given to them or mailed to them at the address hereinafter given, they will sign three (3) copies of the Agreement of the form provided and deliver the Agreement to the LRPC.

The Bidder shall also provide the LRPC with three (3) Certificates of Insurance for the prescribed amounts with the signing of the Agreement.

In the last three years (2020-2022), up to twenty-five (25) municipalities have participated in the annual one-day HHW collections, at eight locations around the region. The total number of households in the service area is approximately 61,500 exclusive of summer residents who are also encouraged to attend the Collection. Of these amounts, the total number of households that actually participated in the collections has ranged from 1,600-2,000.

The tables below summarize the results of the HHW collections for the past three years. Similar levels of collection and participation are anticipated in future years.

TABLE 1. HHW MATERIALS COLLECTED
(Cumulative from All Sites)

	2020	2021	2022
Ingitables	36,954	65,470	38,815
Toxics	7,191	1	5,510
Corrosives	1,180	2,873	1,880
Reactives	0	0	10
Total Pounds Collected	52,775	77,994	53,515

TABLE 2. NUMBER OF PARTICIPATING HOUSEHOLDS
(by collection site)

	2020	2021	2022
Belmont	135	122	157
Bristol	281	214	197
Franklin	171	241	182
Gilford	202	128	172
Laconia	426	317	314
Meredith	NA	213	191
Moultonborough	261	278	258
Ossipee	NA	208	226
TOTAL	1,476	1,721	1,697

The bidder proposes to furnish all the labor, equipment, engineering, and materials required for carrying out the work in accordance with the accompanying specifications for the amounts specified herein, subject to additions and deductions according to the specifications, and in all respects according to the terms thereof.

All household hazardous waste material shall be handled, packaged, transported and disposed of according to the state-of-the-art procedures in accordance with federal and state laws and regulations.

Records of the collection shall be kept relative to the status of the hazardous waste materials from the time they leave the site of the collection, to final disposal.

Please note that the LRPC is seeking a Fixed Price from each Bidder.

- First, we ask that the Bidder submit a **Fixed Price Bid** indicating what would be charged to cover the entire collection.
- Second, for each bid option, the Bidder is encouraged to submit bids for a consecutive three-year contract period (2025-2027).
- The Bidder is required to submit a description of their various methods of waste disposition.
- The Bidder shall clearly indicate the type and level of insurance coverage.

To encourage bids from a wide range of contractors and to keep costs low, LRPC reserves the right to negotiate with bidders, especially regarding staffing and event configuration.

Fixed Price Bid.

Please provide a Fixed Price Bid to service the Lakes Region HHW collections based on set-up, labor, transportation, storage and disposal of wastes.

\$ _____

Check one.

- This bid covers all eight collection sites.
- This bid covers (6) collection sites. (Explain below.)

Please tell us how many staff you propose to utilize for these collection events and why you feel this number is justified.

***Note:** In past collections, the LRPC's Host Communities have collected and disposed of untainted waste oil, car batteries, recyclable batteries, fluorescent light bulbs, and antifreeze under separate state/local Agreements. .

***Note:** The total contract price assumes service to 24 communities as listed in the attached Regional HHW Disposal Cost sheet by town. If any of the towns opt not to participate prior to the May 1st commitment deadline, then the disposal contract will be reduced by the same amount per town.

****PCBs** will not be accepted at the collection.

Any Additional Fees. If applicable, please describe any additional fees, other than material costs, to be charged by the Contractor.

Please tell us how many staff you propose to utilize for these collection events and why you feel this number is justified.

Attach additional pages as needed to fully explain this bid.

PART II. BID CONDITIONS

The Bidder understands that the LRPC reserves the right to reject any or all Bids and to waive any formalities in the Bidding for any reason which the LRPC determines to be in the best interest of the communities within LRPC's jurisdiction.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 90 working days, excluding Saturdays, Sundays and holidays, after the scheduled opening day of the bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the LRPC within 14 days.

In case this Bid shall be accepted by the LRPC, and the undersigned shall fail to execute the Contract within 14 days from the date of Notice of Award of the Contract, then the LRPC may, at its option, determine that the undersigned has abandoned the Contract and, thereupon, this Bid shall be null and void.

The full name of all persons and parties interested in the foregoing Bid as principals are as follows:

PART III. EXECUTION

(Signature of Bidder)

(Title of Duly Authorized Officer)

(Business address of Bidder)

(Town, State, and Zip Code)

Dated at _____ the ____ day of _____, 20__.

D. WORK PLAN

The following plan describes how the Lakes Region Planning Commission, acting as the agent for the participating towns, proposes to handle the household hazardous waste cleanup activities on the cleanup day.

As a homeowner arrives at one of the designated facilities, posted signs shall direct the homeowner to the reception area. At that point, municipal representatives shall meet the incoming vehicle and elicit general information from the participant (e.g., Town of residence, types and amounts of materials brought to the facility, etc.) and insure that the NH Department of Environmental Services, Waste Management Division, (NHDES) Household Hazardous Waste Survey is completed. Participants shall be instructed to remain in their vehicles at all times.

The participant then will drive to the collection area where the hazardous material shall be removed from the vehicle. The Contractor's representatives will remove all accepted materials from the participant's vehicle. At this point, the Contractor takes custody of the waste and becomes the "generator". Once the materials are removed, the participant will be directed to the exit. In most situations, participants bringing universal wastes including, but not necessarily limited to, waste oil, antifreeze, etc. will be directed to separate disposal stations.

In the event that a participant exceeds the amount of waste allotted for disposal (10 gallons or approximately 50 pounds), the host site coordinator shall be so advised. Excessive waste amounts shall be accepted per the authority of the host site coordinator.

The Contractor shall handle all products brought by residents to a collection site as HHW, all non-reusable items collected at a given project site shall be handled as household hazardous waste, and shall comply with all state and federal laws and regulations governing household hazardous waste, including but not limited to the provisions of RSA 147-A and ENV-WM 100-1000, as amended. The Contractor shall transfer unknown wastes from the collection table to the analysis area. The Contractor shall conduct simple chemical analysis on these wastes to determine appropriate classification. Following classification, those wastes shall then be packaged at this location for transportation to an authorized hazardous waste facility. The Contractor shall make every effort to consolidate materials and make the best use of available space within the disposal containers in order to dispose of the greatest amount of materials in the most efficient manner. The Contractor shall initiate manifests. Upon completion of the collection, the Contractor's vehicle shall transport the wastes to an authorized facility for recycling or safe, proper disposal. No drums shall leave the site until they are properly packaged.

E. CONTRACTOR'S STATEMENT OF QUALIFICATIONS

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Organization's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Business Is A: (check one) Corporation Limited Liability Company
 Partnership Individual
 Joint Venture Other

(explain) _____

1. How many years has your organization been in business under its present business name?

2. Under what other or former names has your organization operated? Specify years.

3. If your organization is a corporation, answer the following:
a. Date of Incorporation: _____ b. State: _____
c. President's Name: _____
d. Vice-President's Name: _____
e. Secretary's Name: _____
f. Treasurer's Name: _____

4. If your organization is a partnership, answer the following:
a. Date of Organization: _____
b. Type of Partnership: _____
c. Name(s) of general Partner(s): _____

Lakes Region Planning Commission
Advertisement for Bids

5. If your organization is individually owned, answer the following:

- a. Date of Organization: _____
- b. Name of Owner: _____

6. If other form of organization, please explain on attached addendum.

7. List the categories of work that your organization normally performs with its own workforce and equipment.

8. Claims and suits (if the answer to any of the questions below is yes, please attach details).

- a. Has your organization ever failed to complete any work awarded to it?
 Yes No
- b. Are there any judgments, claims, arbitration, proceedings, or suits pending or outstanding against your organization or its officers?
 Yes No
- c. Has your organization filed any lawsuits or requested arbitration with regard to similar contracts within the last five years?
 Yes No

9. List a minimum of three (3) contracts similar to this one which you have completed in the past two (2) years, including a contact person and telephone number.

(1) _____

(2) _____

(3) _____

**Lakes Region Planning Commission
Advertisement for Bids**

- 10. Review the terms and conditions in the sample contract presented as “Appendix A” in this package, and identify any provisions that you feel you cannot comply with, and the reasons that compliance is not possible. Also identify any language or terms that you would require in the final contract.

- 11. Please address issues outlined in #4 of the previous section, “Qualifications of the Bidder” (see page 11).

Dated this _____ day of _____, 2023.

Name of Organization: _____

Signed: By: _____

Title: _____

Lakes Region Planning Commission

HHW Collection

F. NOTICE OF AWARD

To:

Project Description: Lakes Region Planning Commission

The Lakes Region Planning Commission (LRPC) has considered the Bid submitted by you for the above-described work in response to its Invitation for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items described under Fixed Price Bid Form.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Certificates of Insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within fourteen (14) days from the date of this Notice, the LRPC will be entitled to consider all your rights arising out of the LRPC's acceptance of your Bid as abandoned. The LRPC will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the LRPC.

Dated this ____ day of _____, 2023.

By: _____
Executive Director
Lakes Region Planning Commission

G. ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____, 2023.

By: _____

Title: _____

APPENDIX A
SAMPLE AGREEMENT

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT
Between
LAKES REGION PLANNING COMMISSION
And

USED FOR ILLUSTRATIVE PURPOSES ONLY

This agreement dated this ___ day of _____ 2023 by and between the Lakes Region Planning Commission ("Commission") and _____ ("THE CONTRACTOR"), states as follows:

WHEREAS, the Commission desires to operate a one-day Household Hazardous Waste (HHW) Collection event to provide a safe, convenient place where designated citizens can dispose of hazardous wastes, and

WHEREAS, the Commission desires to hire a professional contractor knowledgeable and experienced in conducting such a Program.

WHEREAS, THE CONTRACTOR has represented that it is staffed with personnel knowledgeable and experienced in conducting such a Program.

WITNESSETH:

Now, therefore, in consideration of the mutual promises and benefits of this Agreement, Commission and THE CONTRACTOR agree as follows:

1. Employment of THE CONTRACTOR.

Commission agrees to hire THE CONTRACTOR and THE CONTRACTOR agrees to act as the Commission's contractor to service the Program.

2. Scope of Services.

THE CONTRACTOR shall perform in a professional manner the services identified in the proposed work plan (see attached).

- a. THE CONTRACTOR shall have present at the delivery site (the "Site") an employee or agent of THE CONTRACTOR trained in the identification of all hazardous and acutely hazardous wastes (collectively "Wastes") (as defined by New Hampshire and Federal Laws and Regulations) and such additional employees or agents of THE CONTRACTOR and such materials and equipment as are necessary to handle, containerize, and where applicable, label, load, store, and transport such wastes out of the Site in a manner conforming to New Hampshire and federal laws and regulations.

THE CONTRACTOR shall accept Wastes, for transportation and disposal from the site, only from such individuals as are designated by the Commission's representative present at the site as being residents of the Commission's service area, and only in such amounts as are approved by such representative.

- b. Except as provided in Paragraph c below, THE CONTRACTOR disclaims all responsibility for and assumes no liability for the following Wastes which it will neither handle at the site nor accept for disposal:
- Asbestos, Creosote, Explosives or Shock Sensitive Materials and Ammunition, Radioactive Materials, Infectious or Biologically Active Materials, or other materials that the CONTRACTOR on-site Project Manager deems unacceptable.
- c. THE CONTRACTOR shall have full responsibility for management and operation of the Collection. The services it will provide will include the following:
- 1) Provide for all Wastes to be stored or transported by appropriately licensed transporters to appropriately licensed processing and/or disposal facilities.
 - 2) Supply complete manifest documentation to the Commission for all materials transported through and including final disposal.
 - 3) Provide all required reporting to the NH DES, and assume responsibility for continued compliance with all environmental and safety regulations.
- d. THE CONTRACTOR shall be deemed to be the "generator" (for purposes of New Hampshire and federal laws and regulations) of all agreed upon wastes accepted by THE CONTRACTOR at the Site from residents of the participating Municipalities.
- e. THE CONTRACTOR shall transport all agreed upon wastes which it has accepted from participants at the Site out of the Site prior to 4:00 P.M. on the day the collection takes place.

3. Licenses.

THE CONTRACTOR certifies that on the day of the collection, it shall have:

- a. A valid Environmental Protection Agency identification number for generation, transportation, and storage of hazardous and acutely hazardous wastes;
- b. All required licenses to generate, transport, treat, store and dispose of hazardous and acutely hazardous wastes;
- c. A vehicle identification device for each vehicle used by THE CONTRACTOR to transport wastes away from the Site;
- d. Authorization from the Interstate Commerce Commission and the appropriate state agency to operate as a common carrier;
- e. Liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance naming the Commission as Certificate Holder;
- f. All other state and federal permits and licenses necessary to legally transport wastes in intrastate and interstate commerce.

4. Insurance.

- a. THE CONTRACTOR shall procure and maintain, at its expense during the terms of this Agreement, at least the following insurance covering the services to be performed under this Agreement:
- 1) Workers' Compensation insurance as provided for in New Hampshire General Statutes, for all employees for the facility and all volunteers, and all employees of any subcontractor.
 - 2) Comprehensive general liability in the amount of \$2,000,000 per occurrence.
 - 3) Coverage is provided under an umbrella policy to satisfy the above insurance coverages.

5. Title to Waste.

Title to all identified Waste accepted by THE CONTRACTOR at the site of the Commission's service area for transport and disposal by THE CONTRACTOR shall pass directly from such residents to THE CONTRACTOR at the time of acceptance.

6. Warranty.

THE CONTRACTOR warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of Wastes. THE CONTRACTOR further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable New Hampshire and federal laws and regulations. THE CONTRACTOR shall have the right to close the Site at any time if, in the opinion of THE CONTRACTOR, safety or other concerns warrant closing the Site.

7. Indemnification.

THE CONTRACTOR shall at all times indemnify, hold harmless and defend the Municipality, Lakes Region Planning Commission, their officials, officers, boards, agents, volunteers, and employees from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs and expenses incident thereto (including clean-up costs under CERCLA, costs of defense, settlement, and reasonable attorney's fees) which may be alleged against the Commission, their office, and said officers, Municipal boards, agents, and employees of which the Municipality, their officials and said officers, Commission boards, agents, Commission members, volunteers, and employees may incur, become responsible for, or pay out as a result of death or bodily injury and occurrences to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders to the extent caused by THE CONTRACTOR's performance of the services at the Site on the day of collection. THE CONTRACTOR shall be liable for and indemnify the Municipality, Commission, their office and said offices, officers, boards, agents, volunteers and employees from and against any injury, clean-up costs under CERCLA, or loss whatever to the extent caused by the negligent act of THE CONTRACTOR or any employee or agent of THE CONTRACTOR. The obligation of THE CONTRACTOR to indemnify hereunder is conditioned upon its receipt of reasonable notice of any claim which may result in indemnification and upon THE CONTRACTOR having the right to defend all proceedings and actions with counsel of its own selection.

8. Excuse of Performance

The Commission's obligation to deliver and THE CONTRACTOR'S obligation to accept for servicing any waste pursuant to this agreement may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of governmental permits or other required licenses or approvals; breakage or failure of machinery or apparatus; national defense requirements or other event beyond the reasonable control of such party; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which prevent the delivery, transportation, acceptance, treatment, or incineration or disposal of the waste. In the event of one or more of these occurrences, the time of the performance and contract period of this agreement may be extended by mutual written agreement of the parties.

9. Compensation and Payment.

From the funds received from the collection, the Commission agrees to pay THE CONTRACTOR for its services in accordance with the prices set forth in Item #17 below. THE CONTRACTOR agrees to forward the invoices and complete manifests from all of the Commission's collection sites to the Commission at the same time and as expeditiously as possible following the collection day. Payment terms are expected to be net ninety (90) days from THE CONTRACTOR'S invoice. However, the Commission will only pay THE CONTRACTOR no later than ten (10) working days after the Commission's receipt of state grant monies from the NH DES. The Commission agrees to forward the invoices, and any other pertinent information, to the State of New Hampshire Department of Environmental Services (NH DES) within five (5) working days upon receipt of *all* invoices from THE CONTRACTOR.

10. THE CONTRACTOR is and shall perform this agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither THE CONTRACTOR nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be the agent, representative, volunteers, employee or servant of the Municipality or their Commission.

11. THE CONTRACTOR further agrees to the following provisions:

a) That THE CONTRACTOR shall handle all household hazardous waste collected at the project Site and readied for transportation, as hazardous wastes, and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and the hazardous waste rules, He-P 1905, readopted as subtitle ENV-WM Chapters 100-1000, as amended, involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage and disposal of hazardous wastes provided that the NH Department of Environmental Services' payment of funds to the Commission shall not be construed as a waiver of any past, present or future right, claim, or cause of action related to the performance of this agreement or the enforcement of any applicable Federal Law. Said requirements shall include RSA 147-A, He-P, and those of the state(s) through which and to which the waste has been sent;

b) That THE CONTRACTOR shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with at a minimum, all applicable state requirements for hazardous waste transporters, NH Administrative Code, ENV-WM 352.01 (d), as amended. Such policies shall comply, in form and substance, with all applicable provisions of the New Hampshire Liability Insurance Act, RSA Chapter 412, and the rules hereunder;

- c) THE CONTRACTOR shall not invoice the Commission, until after; 1) the NH Department of Environmental Services has received copies of all Project manifest forms signed by the operator of the permitted hazardous waste facility or facilities to which the Project's collected hazardous wastes were delivered; and 2) the NH Department of Environmental Services has reviewed the Project's collection, handling, transportation, storage, treatment, recycling and disposal of hazardous waste for compliance with applicable state and federal requirements;
- d) That THE CONTRACTOR shall adhere to a work plan (Attachment A) and a Site Safety Plan (Attachment B), such plans to be reviewed by the NH Department of Environmental Services and to be set forth as exhibits within the contract;
- e) That the NH Department of Environmental Services may exercise its authority to modify, suspend or terminate that Project if it decides that the Project poses a threat to human health or the environment; and
- f) That it is understood that through the State's approval and/or payment of Grant Monies for the Project, the State, including the NH Department of Environmental Services, Waste Management Division, officers and employees, assumes no liability regarding this project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this project during or from the State's conduct of its hazardous waste management program under RSA 147-A and B and ENV-WM Chapter 100-1000, as amended. Further, THE CONTRACTOR shall defend, indemnify and hold harmless the Commission, the State, their officers or employees, from and against any and all claims, liabilities, or penalties asserted against the Commission, the State, their officers and employees by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the act or omissions of the Municipalities, Commission, the State, or any persons participating in the Project. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of the agreement.
12. Any waiver by either party of any provision or condition of this agreement shall not be construed or decreed agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.
13. No modification of this agreement shall be binding on THE CONTRACTOR or the Commission unless stated in writing and signed by all parties.
14. This agreement shall be interpreted in accordance with the laws of the State of New Hampshire.
15. Any notice or other communication given under this agreement shall be in writing and addressed or delivered to the following:
- | | | |
|------|----------------------------------|--------------|
| For: | Lakes Region Planning Commission | [CONTRACTOR] |
| | 103 Main Street, Suite 3 | [ADDRESS] |
| | Meredith, NH 03253 | |
| | ATTN: Executive Director | ATTN: _____ |
16. Neither this agreement nor any rights or obligations of THE CONTRACTOR hereunder shall be assigned by THE CONTRACTOR. THE CONTRACTOR may subcontract its obligations hereunder, provided that any subcontractor shall be fully qualified and licensed as required by applicable law and this agreement. If this is to take place, THE CONTRACTOR will acquire prior approval from the Commission and State of N.H.

17. The price and terms of payment, established for the services under this agreement, shall be set forth in Attachment C of this agreement, which is incorporated herein and made a part hereof. THE CONTRACTOR and the Commission have agreed upon a budget set forth in Attachment D. Any changes in this budget must be agreed upon by THE CONTRACTOR and the Commission prior to the collection.
18. THE CONTRACTOR agrees to remove all its materials and equipment from the Site and restore the Site to its original condition before finally departing from the Site and the Site on the specified date.
19. Upon request, THE CONTRACTOR agrees to provide the Site Coordinator with a profile of the waste contents that the host municipality has the responsibility to dispose of as regular solid waste.
20. **Termination**
Either party may terminate this Agreement immediately if the other party breaches this Agreement and fails to cure or diligently prosecute the cure within a reasonable time upon notice thereof.
21. **Access to Premises**
The Commission shall make appropriate arrangements so that THE CONTRACTOR, its agents and employees shall have reasonable access to all collection sites for the purposes of fulfilling its obligations under this Agreement. THE CONTRACTOR shall comply with all appropriate local, state and federal safety procedures while on any of the collection sites.
22. **Entire Agreement**
This Agreement and the supporting Bid documents constitute the entire Agreement between the Commission and THE CONTRACTOR. All of the representations and undertakings set forth in THE CONTRACTOR'S Bid Proposal are incorporated in this Agreement unless an obvious contrary intent is manifested in the terms of this Agreement. No modification of this Agreement shall be binding on THE CONTRACTOR or the Commission unless it is in writing and signed by both parties specifically amending this Agreement.

In witness whereof, the parties hereto have executed this agreement under seal by their duly authorized representative.

By: _____

Title: _____

Date: _____

[CONTRACTOR]

By: _____

Title: _____

Date: _____

[LAKES REGION PLANNING COMMISSION]

APPENDIX B

TECHNICAL SPECIFICATIONS

1. WORK OPERATIONS PLAN

The Work Operations Plan shall be submitted to the LRPC by the Contractor at a Pre-collection Conference. At a minimum, the plan shall be in accordance with the State of New Hampshire guidelines based on the LRPC's proposed Work Plan (enclosed) and composed of the following major components:

- a) A description of the collection procedure.
- b) A list of on site equipment, supplies and personnel.
- c) A site diagram illustrating traffic flow, safety barriers, vehicle locations, equipment locations and a registration area.

The Work Operations Plan shall be predicated on the following specific requirement:

- a) Accommodations for up to two (2) lines of traffic.
- b) The Contractor shall furnish a minimum of three (3) people at each site, as per paragraph 7 (On Site Labor) below.
- c) Separate, distinct and identified entering, reception, collection, handling, information, product exchange (where applicable), clean, and exiting areas.
- d) The handling area shall be divided into analysis; solvents; corrosives; pesticides and poisons; and packaging areas at a minimum.

The Work Operations Plan shall be further predicated on the following anticipated material flow:

- a) Residents enter facility at entrance point and are directed to reception area.
- b) At reception area, resident is surveyed for pertinent information, fills out the LRPC/NHDES survey, and is directed to the collection area.
- c) At collection area, the Contractor removes the hazardous materials from the delivery vehicles. At this point, the Contractor takes possession of the waste and becomes the generator.
- d) Wastes shall be handled in accordance with NH RSA 149-A and NH DES Env-Wm 100-1000, as amended, and reused, recycled, and consolidated when possible.
- e) After re-packing, the waste will be transferred to a final packing area to ready for final removal.
- f) Residents will be directed to the exit area.

2. SITE SAFETY PLAN

The Contractor shall submit to the LRPC at the Pre-collection Conference, Site Safety Plans for the collection sites. At a minimum, the Plans shall be in accordance with the State of New Hampshire Department of Environmental Services guidelines, and be composed of the following major components:

- a) A detailed description of safety precautions to be established.
- b) Safety procedures and evacuation procedures to be followed in emergencies.
- c) Procedures for cleaning up spills.

The Site Safety Plan shall be predicated on the following:

- a) All personnel in the handling area shall be provided with Level C personal protective equipment.
- b) All personnel in the collection area shall be provided with Level D personal protective equipment.
- c) Establishment of a Clean Area that provides site workers a location to eat and relax.
- d) An emergency response vehicle shall be stationed at the collection site for the duration of the collection.

3. PLANNING AND ASSISTANCE

The Contractor shall provide experienced and trained staff to the satisfaction of the LRPC to attend meetings with the LRPC organizers to review collection site procedures and/or otherwise assist the organizers in planning the collection.

4. MOBILIZATION AND DEMOBILIZATION

The Contractor shall provide all materials, labor and equipment necessary to set up and break down the required collection facility. This material shall at a minimum consist of the following:

- 1 - approx. 20' x 20' tent
- 6 - 4' x 8' tables
- 6 - folding chairs
- 1 - Vehicle with power tailgate

Miscellaneous Items

- Box trailer
- Banner tape
- Portable shower
- Eyewash station
- Fire Extinguisher
- Decontamination buckets
- Traffic cones

Expendable supplies

- Tyvek suits

- Soda Ash
- Respirators w/Organic Vapor cartridges
- Chemical resistant gloves
- Boots
- Labels
- Containers
- Vermiculite/Speedy-Dri
- Log sheets
- Pencils/Pens/Clipboards
- Decontamination liquids

5. DISPOSAL

Preference shall be given to the following waste hierarchy: 1) Waste Reduction; 2) Waste Recycling; 3) Fuel Recovery; 4) Chemical Treatment; 5) Destructive Incineration and Disposal. The Contractor shall provide documentation for transportation and disposal of all collected waste material in accordance with applicable local, state and federal regulations pertaining to same. The Contractor will provide environmental audit information for all sites for treatment, storage and disposal. All disposal sites shall be fully permitted and approved by the EPA and responsible state regulatory agencies as hazardous waste treatment, storage and disposal sites. The first and second choices for disposal for accepted materials are to be listed. These are the only disposal sites to be used, unless written notification of a request for additional disposal is given to the LRPC prior to disposal. The LRPC reserves the right to refuse, at its discretion, any disposal site.

6. ON SITE LABOR

The Contractor shall also have present at each Site an employee of or agent of the Contractor trained in chemical identification of all hazardous and acutely hazardous wastes as defined in the N.H. Hazardous Waste Rules. Since the number of households participating at each site have varied (See Bid Form) the contractor shall have present three (3) to eight (8) employees or agents, based on anticipated need, to handle, containerize, label, load, and transport wastes safely for treatment or disposal at a permitted hazardous waste facility. Each of the above-specified persons shall be sufficiently experienced and trained to properly carry out the operation.

7. SPILL RESPONSE

The Contractor shall be prepared to follow and shall follow recommended and accepted response and clean up procedures such as those outlined in "Hazardous Materials" 2012 Emergency Response Guidebook by USDOT, as amended.

8. TRANSPORTING

All hazardous wastes shall be transported by the Contractor in accordance with the uniform shipping manifest system, as set forth in N.H. Hazardous Waste Rules. Certificates of Destruction will be provided to the LRPC.

9. TITLE

The Contractor shall be deemed to be the "generator" (for purposes of State and Federal Laws and Regulations) of all wastes accepted by the Contractor at the site. Title to all hazardous wastes accepted by the Contractor at the site shall pass directly from depositors to the Contractor at the time of acceptance.

10. DOCUMENTATION

The Contractor certifies that, on the day of collection, it shall have:

- a) A valid Environmental Protection Agency Identification number;
- b) A valid N.H. Permit to transport hazardous and acutely hazardous wastes, or that the Contractor has a sub-contractor who has a valid N.H. Permit to transport hazardous and acutely hazardous wastes;
- c) Proper vehicle identification for each vehicle used by the Contractor or Contractor's agent to transport waste from the site; and
- d) Appropriate hazardous waste manifest forms.

11. TERMINATION

The LRPC's Project Manager and the Contractor's Project Manager each have the authority to terminate the operation if either determines that the operation poses a clear threat to human health or the environment. Under such circumstances, the LRPC shall be obligated to reimburse the Contractor solely for the Contractor's expenses under the Contract up to that time.

*Informational
Material*

HHW Cleanup Fund

NH Bulletin Article

and

Annual Report to

Governor Sununu



ENERGY + ENVIRONMENT

THE BULLETIN BOARD

By the numbers: New Hampshire hazardous waste generation in fiscal year 2022

BY: **HADLEY BARNDOLLAR** - MAY 23, 2023 1:30 PM



 A DES database tracks 1,531 sites in New Hampshire contaminated by hazardous waste. (Dana Wormald | New Hampshire Bulletin)

The amount of hazardous waste generated during fiscal year 2022 in New Hampshire totaled more than 11.6 million pounds, according to [an annual report](#) from the Department of Environmental Services.

That amount was produced by 2,166 active hazardous waste generators in the state, ranging from very small businesses to major manufacturing facilities.

“Proper management of this waste is critical to the protection of human health and the environment in our state,” the report reads. “Improper management results in contamination of soil and groundwater, which poses risks of exposure to our citizens, especially through consumption of contaminated drinking water. Such events threaten our health, quality of life, and our economy.”

DES recently submitted to Gov. Chris Sununu and the Executive Council [its yearly report on activities and finances of the Hazardous Waste Cleanup Fund](#) for the state fiscal year that ended on June 30, 2022.

Supported by fees on various hazardous waste related activities, cost recovery revenues, fines, and penalties, the Hazardous Waste Cleanup Fund is used for:

- Investigation and cleanup of sites
- Matching grants to municipalities and regional planning groups for household hazardous waste and used oil collection programs
- DES Brownfields program
- Hazardous waste generator training, certification, and self-certification programs
- New Hampshire Pollution Prevention Program
- Hazardous waste permitting, administrative, and enforcement costs.

Hazardous waste is defined as waste that can be dangerous or potentially harmful to health or environment. Hazardous liquids, solids, gases, or sludges can be discarded commercial products or byproducts of manufacturing processes, for example.

A DES database tracks 1,531 sites in New Hampshire contaminated by hazardous waste, the annual report said, 920 of which have been closed and 611 that are still active. There are currently [20 active National Priority List Superfund sites in New Hampshire](#).

In fiscal year 2022, the Spill Response and Complaint Investigation Section at DES responded to nine complaints related to hazardous waste and two related incidents.

Read the report here:

<https://media.sos.nh.gov/govcouncil/2023/0517/067%20GC%20Agenda%20051723.pdf>



HADLEY BARNDOLLAR



Hadley Barndollar covers climate, energy, environment, and the opioid crisis for the New Hampshire Bulletin. Previously, she was the New England regional reporter for the USA TODAY Network and was named Reporter of the Year by the New England Newspaper and Press Association.

[MORE FROM AUTHOR](#)



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



67

April 14, 2023

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

REQUESTED ACTION

Pursuant to RSA 147-B:11-a, accept the 2022 Hazardous Waste Cleanup Annual Report.

EXPLANATION

The New Hampshire Department of Environmental Services hereby submits its report on the activities and finances of the Hazardous Waste Cleanup Fund (Fund) for the state fiscal year ending June 30, 2022.

The Fund was established in 1981 to provide for the proper, adequate, and safe cleanup of sites in New Hampshire where hazardous wastes or materials have been improperly discharged, disposed of or spilled, and to support the regulatory and enforcement programs associated with such cleanups. Pursuant to RSA 147-B, the Fund may be used for investigation and cleanup of hazardous waste sites; matching grants to municipalities and regional planning groups for household hazardous waste and used oil collection programs; the NHDES Brownfields program; hazardous waste generator training, certification, and self-certification programs; the NH Pollution Prevention Program; and hazardous waste permitting, administrative and enforcement costs. The Fund is supported by fees on various hazardous waste related activities, cost recovery revenues, fines, and penalties. The Fund and its associated activities are administered by the Department's Waste Management Division.

There are currently 2,166 active hazardous waste generators in the state, ranging from very small businesses to major manufacturing facilities. Together, they generated 11,653,013 pounds of hazardous waste in FY 2022. Proper management of this waste is critical to the protection of human health and the environment in our state. Improper management results in contamination of soil and groundwater, which poses risks of exposure to our citizens, especially through consumption of contaminated drinking water. Such events threaten our health, quality of life, and our economy. The Department's database of sites contaminated by hazardous waste includes 1,531 sites. Of those sites, 920 have been closed, and 611 sites are active.

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2905 Fax: (603) 271-2456 TDD Access: Relay NH 1-800-735-2964

The fund supports a variety of critical prevention activities, including: outreach, training, inspections, and enforcement of our hazardous waste rules; grants to local governments to ensure proper handling of used oil and hazardous wastes; and pollution prevention services. Vital cleanup activities include: direction and oversight of privately financed site investigation and site cleanup; working with developers in our state brownfields covenant-not-to-sue and federal brownfields grant programs to encourage cleanup and redevelopment of brownfields sites; and state oversight of the investigation and cleanup of 20 Superfund National Priority List (NPL) hazardous waste sites.

NHDES personnel work diligently with the business community, site owners, and the public at large to ensure that hazardous wastes are properly managed at the source. When those efforts are not successful, we work to ensure that safe and effective cleanup is achieved. The Fund plays a critical role in ensuring that the necessary resources are available to achieve these important goals.

We respectfully request your acceptance of this report.



Robert R. Scott, Commissioner

Attachment

cc: Hon. Jeb Bradley, President of the Senate
Hon. Sherman Packard, Speaker of the House
Tammy L. Wright, Clerk of the Senate
Paul C. Smith, Clerk of the House
N.H. State Library

STATE OF NEW HAMPSHIRE

Hazardous Waste Cleanup Fund

RSA Chapter 147-B

2022
Annual
Report



Waste Management Division

April 7, 2023

EXECUTIVE SUMMARY

Pursuant to RSA 147-B:11-a, this document reports the activities and finances of the Hazardous Waste Cleanup Fund (Fund). The report also includes an historical summary of Fund finances for the state fiscal years 2018 through 2022. This report is respectfully submitted to:

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Councilor Joseph D. Kenney, District 1
Councilor Cinde Warmington, District 2
Councilor Janet Stevens, District 3
Councilor Theodore L. Gatsas, District 4
Councilor David K. Wheeler, District 5
Hon. Jeb Bradley, President of the Senate
Hon. Sherman Packard, Speaker of the House

The Fund was established in 1981 to provide for the proper, adequate, and safe cleanup of sites in New Hampshire where hazardous wastes or materials have been improperly discharged, disposed of or spilled, and to support the regulatory and enforcement programs associated with such cleanups. Pursuant to RSA 147-B, the Fund may be used for various purposes, including investigation and cleanup of hazardous waste sites; matching grants to municipalities and regional planning groups for household hazardous waste and used oil collection programs; the NHDES Brownfields program; hazardous waste generator training, certification, and self-certification programs; the NH Pollution Prevention Program; and hazardous waste permitting, administrative and enforcement costs. The Fund is supported by fees on various hazardous waste related activities, cost recovery revenues, fines, and penalties. The Fund and its associated activities are administered by the Department's Waste Management Division.

There are currently 2,166 active hazardous waste generators in the state, ranging from very small businesses to major manufacturing facilities. Together, they generated 11,653,013 pounds of hazardous waste in FY 2022. Proper management of this waste is critical to the protection of human health and the environment in our state. Improper management results in contamination of soil and groundwater, which poses risks of exposure to our citizens, especially through consumption of contaminated drinking water. Such events threaten our health, quality of life, and our economy. The Department's database of sites contaminated by hazardous waste includes 1,531 sites. Of those sites, 920 have been closed, 611 sites are in the investigation, cleanup, or long-term monitoring phase.

The fund supports a variety of critical prevention activities, including outreach, training, inspections, and enforcement of our hazardous waste rules; grants to local governments to ensure proper handling of used oil and hazardous wastes; and pollution prevention services. Vital cleanup activities

include direction and oversight of privately financed site investigation and site cleanup; working with developers in our state brownfields covenant-not-to-sue and federal brownfields grant programs to encourage cleanup and redevelopment of brownfields sites; and state oversight of the investigation and cleanup of 20 Superfund National Priority List (NPL) hazardous waste sites.

NHDES personnel work diligently with the business community, site owners, and the public at large to ensure that hazardous wastes are properly managed at the source. When those efforts are not successful, we work to ensure that safe and effective cleanup is achieved. The Fund plays a critical role in ensuring that the necessary resources are available to achieve these important goals.



Michael J. Wimsatt, P.G., Director
Waste Management Division



Robert R. Scott, Commissioner
Department of Environmental Services

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A. INTRODUCTION HAZARDOUS WASTE CLEANUP FUND

The New Hampshire Hazardous Waste Cleanup Fund (Fund) was established in 1981 to provide for the proper, adequate and safe cleanup of sites in New Hampshire where hazardous wastes or materials have been improperly discharged, disposed of or spilled. The Fund may be used for:

- investigation and cleanup of hazardous waste sites;
- matching grants to municipalities and regional planning groups for household hazardous waste collection programs;
- processing hazardous waste facility permits and enforcing and implementing the conditions of a permit;
- grants to political subdivisions for used oil collection centers, used oil educational programs, and the administration and enforcement of used oil collection requirements;
- the brownfields program;
- the hazardous waste coordinator certification program;
- the small quantity generator self-certification program;
- permitting, administrative and enforcement costs associated with the Fund;
- the New Hampshire Pollution Prevention Program; and
- supporting a state hazardous waste facility siting program.

The Fund is supported by fees (hazardous waste generator fees, notification fees, automotive oil fees, hazardous waste facility permit fees, brownfields program fees, hazardous waste coordinator certification fees, and small quantity generator self-certification fees), cost recovery settlements, fines, penalties and interest. The Fund is administered by the New Hampshire Department of Environmental Services, Waste Management Division (NHDES).

B. REVENUE

I. Generator Fees

Fees are assessed to hazardous waste generators through the documentation provided on hazardous waste manifests (i.e., the transportation documents used to record the shipment of all hazardous waste through and within the state). A fee of \$0.06 per pound, or a minimum fee of \$100, is assessed for the shipment of all unrecycled hazardous waste through or within the state. There is also a statutory fee (\$0.003 per pound) assessed on a hazardous waste facility when wastes are received from out-of-state; however, there were no facilities to which this fee applied during FY 2022. Generator fees received in the FY 2022 biennium totaled \$480,078. For a breakdown of each fiscal year's revenue, see the tables in Sections D and E, on pages 10 and 11 of this report.

II. Notification Fees

A \$150 non-refundable fee is assessed to new hazardous waste generators that are required to notify NHDES of their hazardous waste activities under RSA 147-A:6-a. Notification fees received in FY 2022 totaled \$11,700.

III. Automotive Oil Fees

A fee of \$0.02 per gallon is assessed on the import of automotive oil into the state. The fee is collected for deposit to the Fund by the NH Department of Safety. Automotive oil fees received in the FY 2022 totaled \$84,792.

IV. Hazardous Waste Permit Fees

A permit application fee not to exceed \$7,500 is assessed on each permit, permit modification and permit renewal application. The New Hampshire Hazardous Waste Rules under Env-Hw 304.07 establish a non-refundable fee to be submitted with each type of permit application. The fees range from a low of \$400 for a Limited Permit renewal to a high of \$7,500 for a Standard Permit. Hazardous waste permit fees received in FY 2022 totaled \$5,850.

V. Brownfields, Groundwater Management Permit and Expedited Site Assessment Programs

There are three types of fees assessed for the Brownfield covenant not to sue program: a program eligibility application fee of \$750, including a \$500 resubmission fee if needed; a \$4,500 fee to cover the costs of NHDES' review work on the plans and submittals from program participants; and a time and materials fee to reimburse NHDES for any costs exceeding the initial \$4,500.

A groundwater management permit application fee of \$2,000 is assessed on each permit application unless otherwise exempted by statute.

An expedited review fee is assessed on environmental site assessment reports based on the equalized assessed valuation of the property. The equalized assessed valuation fee ranges from a low of \$1,800 to a high of \$7,500.

Brownfields, Groundwater Management Permit and Expedited Site Assessment Program fees received in FY 2022 totaled \$499,495.

VI. Hazardous Waste Coordinator Certification Program Fees

A program fee of \$125 to administer the Hazardous Waste Coordinator Certification (HWCC) Program and a reasonable course fee (currently \$175) to cover the expenses for the education and training

programs are assessed to program participants. Hazardous Waste Coordinator Program fees received in FY 2022 totaled \$267,100.

VII. Small Quantity Generator (SQG) Self-Certification Program Fees

A program fee of \$90 per year payable every three years is assessed to every participant in the program. Small Quantity Generator Self-Certification Program fees received in FY 2022 totaled \$179,680.

VIII. Cost Recovery

RSA 147-B:10 established strict liability for all costs incurred by the state in responding to a release or threatened release of hazardous waste or hazardous material. Recovered costs from responsible parties for work performed by NHDES are deposited into the Fund. Cost recovery received in FY 2022 totaled \$300,817.

IX. Fines and Penalties

RSA 147-A:16, 17 and 17-a specify that criminal penalties, civil forfeitures and administrative fines shall be deposited into the Fund. Fines and penalties received in FY 2022 totaled \$115,271.

X. Interest

RSA 147-B:3, II specifies that Fund interest received on investments made by the state treasurer shall be credited to the Fund. Interest received in FY 2022 totaled \$22,407.

C. ACTIVITY AND EXPENDITURES

I. Permitting, Administration and Enforcement

NHDES is authorized to use the Fund to support permitting, administration and enforcement costs, which include the review and processing of permit applications; inspections of hazardous waste facilities to determine compliance with the NH Hazardous Waste Rules (Env-Hw 100 – 1300); compliance monitoring and enforcement of NHDES issued administrative penalty actions; review of hazardous waste transportation manifest data and the collection of generator fees based on those data; and the administrative oversight of these functions. The NH Department of Justice (DOJ) also invoices the Fund for its services. Currently, there are 2,166 active hazardous waste generators in the state that produced 11,653,013 pounds of hazardous waste in FY 2022. The cost to the Fund associated with permitting, administration and enforcement in FY 2022 totaled \$309,584 (\$253,445 NHDES and \$56,139 DOJ). For a breakdown of each fiscal year's expenses, see the tables in Sections D and E, on pages 10 and 11 of this report.

II. Hazardous Waste Transporter Registration

The Fund is used minimally to support the administration and enforcement of the Hazardous Waste Transporter Registration Program. Hazardous waste transporters must register with NHDES under Env-Hw 600 in an effort to better protect human health and the environment from hazardous waste spills during transportation. Program work includes reviewing annual registration applications, performing background checks to assure applicants meet required performance standards, issuing registrations, inspection of transport vehicles and providing technical assistance as needed. There are currently 135 registered hazardous waste transporters. No inspections of transport vehicles in conjunction with the NH State Police were completed in FY 2022 due to staffing limitations. Staff time associated with background checks, provision of technical assistance and the review and approval of annual transporter registrations is typically on the order of 75 hours per year and is accounted for under Permitting, Administration and Enforcement.

III. Emergency Response and Complaint Investigations

NHDES is authorized to use the Fund to provide for the adequate and safe cleanup of sites where hazardous wastes or hazardous materials have been stored or disposed of, which threaten the environment or the public health and welfare. The Fund is used to support the response capability for non-petroleum hazardous material emergencies on a 24/7/365 basis. The Spill Response and Complaint Investigation Section (SRCIS) personnel provide technical assistance to the local on-scene commanders, environmental monitoring, sampling expertise and contaminant identification. SRCIS also investigates complaints regarding the mismanagement of solid and hazardous wastes. Investigations are conducted in the field and may include sampling of various containers and media (sometimes in hazardous environments), conducting interviews of potential witnesses and responsible parties, as well as inspections and documentation of potential environmental crime scenes. SRCIS further identifies hazardous waste generators who have failed to properly notify NHDES of their waste activities and are therefore operating without proper regulatory controls in place. In FY 2022, SRCIS responded to 9 hazardous waste related complaints and 2 hazardous waste related incidents. The cost to the Fund associated with emergency response and complaint investigations in FY 2022 totaled

\$163,650. This amount is significantly higher than the annual emergency response and complaint investigation expenses of previous years because it was necessary to replace obsolete, essential field equipment. Similar elevated expenses are not anticipated for this program in the upcoming biennium.

IV. Asbestos Disposal Site Oversight

NHDES is authorized to use the Fund to provide for the adequate and safe cleanup of sites where hazardous wastes or hazardous materials have been stored or disposed of which threaten the environment or the public health and welfare. NHDES oversees the management of both active and inactive asbestos disposal sites, and uses the Fund when needed to supplement the cost of doing so. Three of New Hampshire's operating landfills are currently authorized to receive asbestos waste and NHDES monitors these facilities for compliance with applicable requirements. In addition, NHDES administers an inactive asbestos disposal site program for several hundred inactive asbestos disposal sites located on residential, commercial, industrial and public properties throughout Nashua and Hudson. This program includes: investigation and confirmation of new sites; periodic inspection of known sites; technical assistance for development and implementation of emergency response and remedial action plans; review and approval of work plans for site work that involves disturbance of asbestos at the sites; monitoring long term site maintenance; coordination of program initiatives with the U.S. Environmental Protection Agency (EPA); general education to ensure that work on these properties is done properly and safely; and licensure of inactive asbestos disposal site contractors and workers. There was no cost to the Fund associated with asbestos in FY 2022 because NHDES costs to oversee safe cleanup and disposal of asbestos waste were covered by other funding sources.

V. Household Hazardous Waste (HHW) Collection Program

The fund is used to provide matching grant monies to local and regional entities for HHW collection projects. In addition to the actual collection and proper disposal of the wastes, these projects must include a significant educational component, which emphasizes the proper management and disposal of HHW and the use of alternative and less toxic products. In FY 2022, the HHW Collection Program awarded 21 grants covering 155 communities. These grants served a population of 1,099,036. Program staff participated in presentations at several schools, six Solid Waste Management Bureau solid waste facility operator training sessions, a battery handling and storage workshop, three regional household hazardous waste roundtables organized by Northeast Waste Management Officials Association and two roundtables organized by Upper Valley Lake Sunapee Regional Planning Commission, Discover Wild NH Day, and worked with the Solid Waste Operator Training coordinator to record two educational modules for future use. The cost to the Fund associated with the household hazardous waste collection program in FY 2022 totaled \$351,981.

VI. Used Oil Collection Program

The Fund pays for the operation of a used oil collection compliance assurance program and provides funding for individual grants not to exceed \$2,500 annually to establish and improve used oil collection centers at public facilities, non-profits and certain private business locations. Political subdivisions that use the same center may combine their grants to a maximum of \$5,000. The statute further authorizes monies for educational outreach to support the grant program and personnel to administer the program. Program management and administration expenditures include: personnel, grant administration, import fee collection by the NH Department of Safety, legal services and educational

outreach. Municipally-owned used oil collection centers serve most communities in the state, and many communities have received multiple grants since inception of the program in 1995. The cost to the Fund associated with the used oil collection program in FY 2022 totaled \$90,871

VII. Superfund National Priorities List Site Remediation

NHDES is authorized to use the Fund to provide for the adequate and safe cleanup of sites where hazardous wastes or hazardous materials have been stored or disposed of, which threaten the environment or the public health and welfare. In cooperation with the EPA, NHDES provides project management and oversight for long term remediation of contaminated sites that are included within EPA's Superfund Program, sometimes referred to under the acronym CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980). This legislation provided the federal government with broad authority to compel parties responsible for contamination at the nation's worst abandoned or uncontrolled hazardous waste sites to either remediate the contamination or reimburse EPA for the costs of performing the remediation. In New Hampshire, EPA shares its Superfund Program responsibilities for hazardous waste site remediation with NHDES. The state and EPA always negotiate with potentially responsible parties (PRPs) of the sites for recovery of past costs and future anticipated costs. EPA typically takes the lead in cost recovery efforts. In cases where NHDES is the lead agency in overseeing a site, NHDES takes the lead in the cost recovery efforts. In these cases, staff oversight costs are charged to the Fund and any cost recovery revenue is deposited into the Fund. There are currently 20 active National Priority List (NPL) Superfund sites listed in New Hampshire. Revenue and expenditures are included in the State Site Remediation Program below.

VIII. State Site Remediation

The Fund is authorized to be used to provide for the adequate and safe cleanup of sites where hazardous wastes or hazardous materials have been stored or disposed of, which threaten the environment or the public health and welfare. When NHDES determines the treatment, storage, disposal, or transportation of a hazardous waste or hazardous material poses an immediate or long-term threat to the environment or human health, Fund monies may be used for the removal of such a threat. Such uses of the Fund include: containment and cleanup expenses; entering into contracts with consultants, personnel and spill response specialists; purchasing, leasing or renting equipment to analyze, control or contain spills and discharges; provision of alternate drinking water; and other expenses associated with containment or cleanup, such as laboratory analyses.

The Fund provides funding to support pre-remedial work at known hazardous waste sites. These monies support site assessments for sites not yet on EPA's CERCLIS list (CERCLIS is the EPA database that identifies hazardous waste sites that are eligible for federal funding). Once a site is proven by the state to be a hazardous waste site and there are no willing or financially viable responsible parties to clean up the site, EPA will place the site on CERCLIS, making the site eligible for federal funding for additional pre-remedial work (assessments and investigations). There are 302 New Hampshire listed CERCLIS sites, including 224 archived sites (no further Federal involvement) and 78 active sites. The 78 active CERCLIS sites include the 21 active CERCLIS sites.

The Fund provides funding to support NHDES oversight of hazardous waste release sites that are being investigated, remediated, and monitored by responsible parties. At the end of FY 2022, there were

1,531 sites in NHDES' hazardous waste site database (920 closed and 611 active). NHDES oversight activities include review of technical submittals such as Notifications of Ambient Groundwater Quality Standards Violations, Site Investigation Reports, Remedial Action Plans, Remedy Completion Reports, Groundwater Management Permit Applications, Groundwater Monitoring Reports, Notices of Activity and Use Restrictions, and various work scopes. NHDES oversight also includes the provision of technical assistance to regulated parties and communities, the review of unsolicited due diligence reports, the development of guidance documents, the development and periodic revision of administrative rules, and the development of appropriate groundwater and site remediation criteria. The cost to the Fund associated with the state site remediation program in FY 2022 totaled \$944,608.

Beginning in 2014, the Fund also supported NHDES efforts to evaluate and address the occurrence of per- and polyfluoroalkyl substances (PFAS) in drinking water supply wells and at contaminated sites throughout New Hampshire. With the inception of funding specific to PFAS response in FY 2020, the financial burden of addressing PFAS contamination from unknown sources has shifted to PFAS-specific funding sources, and expenses associated with addressing PFAS from known sources are borne by the responsible parties..

IX. Brownfields Program

Fund monies are used to support the operations and staff positions in the Brownfields Program. The purpose of the Brownfields Program is to encourage cleanup and development of contaminated sites. This program saves clean undeveloped areas known as "greenfields" from development and puts the abandoned or unused "brownfields" properties back on the local tax rolls. The program provides incentives for redevelopment of contaminated properties by providing comprehensive liability protection to parties who have no pre-existing liability for the contamination, but assume responsibility for remediation of the property. The program provides grants for technical assistance for environmental assessment and cleanup planning for eligible parties and sites. There are currently 298 brownfields sites identified in New Hampshire.

The cooperative agreement between NHDES and EPA for the federal grant known as the Brownfields State Response Program Grant (SRPG) requires all program income derived from the grant proceeds to be used solely for: (a) the assessment and cleanup of brownfields sites; and (b) support of the State Response Program (i.e. State Site Remediation Program). This program income is deposited to a sub-account in the Fund and used in accordance with grant conditions. Program income is derived from cost recovery of project manager time from responsible parties. Salary, benefits and operational costs associated with the Brownfields Program are incorporated within the expenses reported above for State Site Remediation. The consultant contractual cost to the Fund associated with Brownfields site assessment and remediation work in FY 2022 totaled \$354,686.

X. New Hampshire Pollution Prevention Program (NHPPP)

The Fund is used to support the NHPPP which provides pollution prevention and compliance assistance to New Hampshire's hazardous waste generators through outreach, on-site visits, workshops, training, webinars, the P2 internship program and numerous fact sheets and other publications. The program is also known for its partnerships with other governmental, non-governmental and industry trade organizations to encourage businesses to scrutinize their processes for pollution prevention and

hazardous waste reduction opportunities. In FY 2022, the NHPPP conducted 13 in-person site visits and six virtual site visits, responded to 94 information requests and published a periodic newsletter for small quantity hazardous waste generators. The cost to the Fund associated with the New Hampshire Pollution Prevention Program in FY 2022 totaled \$173,667.

XI. Hazardous Waste Coordinator Certification (HWCC) Program

NHDES is authorized to use the Fund to process hazardous waste coordinator certification applications, provide technical training and assistance to coordinators, and hire personnel to administer the HWCC program. The purpose of the HWCC program is to improve the management of hazardous waste and increase the compliance rate of the larger hazardous waste generators, thereby reducing the potential liability and health risks to business owners, employees, the public and the environment. The HWCC program is a compliance tool that provides a forum for educating hazardous waste generators in the complex area of hazardous waste management. The HWCC program requires each hazardous waste generator that generates more than 220 pounds of hazardous waste in a calendar month to have on staff at the facility where the hazardous waste is generated, a Hazardous Waste Coordinator (HWC), certified by NHDES. The HWC is responsible for ensuring that the facility is aware of its need to comply with the rules relating to hazardous waste management. A facility may have more than one HWC on staff and designate one person as the primary coordinator. Each HWC must pass a comprehensive written exam to earn initial certification. Each year following the initial certification, the HWC is required to apply for recertification and attend continuing education courses provided by NHDES to renew their certification. During FY 2022, the HWCC program conducted 53 classes and trained 947 individuals. The cost to the Fund associated with the Hazardous Waste Coordinator Certification Program in FY 2022 totaled \$313,567.

XII. Small Quantity Generator (SQG) Self-Certification Program

The Fund is used to provide technical training and assistance to hazardous waste generators, hire personnel and pay administrative cost for the SQG Self-Certification Program. The purpose of the SQG Self-Certification Program is to provide a means to check the compliance status of the SQGs by requiring submittal of a Self-Certification and Declaration of Compliance Form. A small quantity generator of hazardous waste is any facility that generates less than 220 pounds of hazardous waste in each and every calendar month. Despite the relatively small amount of hazardous waste generated by each individual SQG, about a third of the contaminated sites in New Hampshire are a result of waste mismanagement by SQGs. Over the years, many SQGs have been inspected by staff from NHDES, but many more have not been inspected. With 1,913 SQGs in the state, NHDES has been limited in its ability to monitor compliance at these facilities through inspections. To address this inspection problem and to improve the compliance rates of SQGs, the Legislature established the SQG Self-Certification Program in FY 2004.

The program requires each SQG to review their hazardous waste management procedures, conduct a self-inspection of their facility and certify compliance to NHDES every three years. To manage staff workload and minimize staffing requirements, the state is divided up into 3 regions and the self-certification deadlines for each region are staggered so that only one region submits the required self-certifications in any given year. A Self-Certification and Declaration of Compliance Form is sent to each SQG in October of their certification year. The completed form is due back by January 1. SQGs that are not in compliance must develop a Corrective Action Plan specifying how and when they plan

to come into compliance. In FY 2022, the program managed 1,496 Self-Certification and Declaration of Compliance Forms. The cost to the Fund associated with the SQG Self-Certification Program in FY 2022 totaled \$245,867.

D. FISCAL YEAR 2022 BALANCE REPORT

**FISCAL YEAR 2022
Hazardous Waste Cleanup Fund
Cash Receipts and Disbursements
June 30, 2022**

	FY 2022
BALANCE FORWARD FROM PREVIOUS FY	\$5,017,563
REVENUE	
Generator Fees	480,078
Notification Fees	11,700
Automotive Oil Fees	84,792
Hazardous Waste Permit Fees	5,850
Brownfields Program Fees	319,952
Hazardous Waste Coordinator Certification Program Fees	267,100
Small Quantity Generator Self-Certification Program Fees	179,680
Cost Recovery	300,817
Fines and Penalties	115,271
Interest	22,407
Total Revenue	\$1,787,647
EXPENDITURES	
Permitting, Administration and Enforcement	253,445
Transfer to NH Dept. of Justice	56,139
Emergency Response/Complaint Investigation	163,650
Asbestos Abatement and Oversight	0
Household Hazardous Waste Collection Program	351,981
Used Oil Collection Program	90,871
State Site Remediation	944,607
Brownfields Program	354,686
New Hampshire Pollution Prevention Program	173,667
Hazardous Waste Coordinator Certification Program	313,567
Small Quantity Generator Self-Certification Program	245,867
Total Expenses	\$2,948,260
ENDING BALANCE	\$3,856,729

E. HISTORICAL FINANCIAL SUMMARY 2018-2022

Revenue	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Generator Fees	563,365	602,357	452,150	450,329	480,078
Notification Fees	27,770	5,200	21,652	19,050	11,700
Automotive Oil Fees	79,805	86,163	88,499	75,307	84,792
HW Permit Fees	7,400	10,050	7,800	10,550	5,850
Brownfields Fees	316,374	305,000	239,745	259,750	319,952
HWCC Fees	285,670	308,781	225,046	263,430	267,100
SQG Fees	180,630	175,930	167,916	166,310	179,680
Cost Recovery	558,164	1,120,447	271,739	244,012	300,817
Fines and Penalties	225,802	298,313	346,777	2,797,656	115,271
Interest	0	144,410	46,052	30,088	22,407
TOTAL REVENUE	\$2,244,980	\$3,056,651	\$1,867,376	\$4,316,483	\$1,787,647

Expenditures	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Permitting, Administration and Enforcement (NHDES)	249,383	227,375	231,220	243,504	253,445
Permitting, Administration and Enforcement (DOJ)	57,889	61,264	58,874	57,377	56,139
Emergency Response / Complaints	81,340	74,452	71,101	60,472	163,650
Asbestos Abatement and Oversight	0	0	0	6,959	0
HHW Collection	309,398	307,733	299,253	287,337	351,981
Used Oil	75,892	125,644	161,521	121,383	90,871
State Site Remediation	1,042,044	557,305	631,960	666,531	944,607
Brownfields	78,764	264,111	113,247	177,720	354,686
NHPPP	168,254	177,153	214,441	128,125	173,667
HWCC	265,801	362,781	277,704	253,724	313,567
SQG Self-Certification	166,690	184,444	244,837	223,591	245,867
TOTAL EXPENDITURES	\$2,495,455	\$2,342,262	\$2,304,158	\$2,226,723	2,948,260

F. SUMMARY OF STATUTORY REFERENCES.

RSA 147-A:4, II	Established an application fee not to exceed \$7,500 for each Hazardous Waste permit, permit modification and permit renewal application and mandated the fee be deposited into the Fund
RSA 147-A:5, III	Established a program fee and a course fee to cover costs associated with operating a Hazardous Waste Coordinator Certification Program and associated training
RSA 147-A:5, IV	Revised the fee associated with operation of the Small Quantity Generator Self-Certification Program
RSA 147-A:6-a	Established a Notification Fee for new hazardous waste generators required to notify DES of hazardous waste activities and mandated the fee be deposited into the Fund
RSA 147-A:16, III	Specifies criminal penalties shall be deposited into the Fund
RSA 147-A:17, II	Specifies civil forfeitures shall be deposited into the Fund
RSA 147-A:17-a, II	Specifies administrative fines shall be deposited into the Fund
RSA 147-B:1	Established the Hazardous Waste Cleanup Fund (Fund)
RSA 147-B:3, II	Specifies Fund interest received on investments made by the state treasurer shall be credited to the Fund
RSA 147-B:4	Authorized use of the Fund to support a state hazardous waste facility siting program
RSA 147-B:6, I	Authorized the use of the Fund for investigation and cleanup of hazardous waste sites
RSA 147-B:6, I-a.	Authorized the use of the Fund for matching grants to municipalities and regional planning groups for household hazardous waste collection programs
RSA 147-B:6, I-b	Authorized the use of the Fund for processing hazardous waste facility permits and enforcing and implementing the conditions of a permit
RSA 147-B:6, I-d	Authorized the use of the Fund for grants to political subdivisions for used oil collection centers, used oil educational programs, and the administration and enforcement of used oil collection requirements established in RSA 147-B:13
RSA 147-B:6, I-e	Authorized use of the Fund for expenses associated with operating a brownfields program established in RSA 147-F
RSA 147-B:6, I-f.	Authorized use of the Fund for operating the hazardous waste coordinator certification program
RSA 147-B:6, I-g	Authorized fees collected pursuant to RSA 147-A:5, IV (c) and RSA 147-A:6-a to be deposited in the Fund and use of the Fund for operating the small quantity generator self-certification program

RSA 147-B:6, IV	Authorized use of the Fund for permitting, administrative and enforcement costs associated with the Fund
RSA 147-B:6, VI	Authorized use of the Fund to support the Pollution Prevention Program established under RSA 21-O:15 through 21-O:22
RSA 147-B:8	Established a Generator Fee to be deposited into the Fund
RSA 147-B:10	Established strict liability for all costs incurred by the state in responding to a release or threatened release of hazardous waste or hazardous material
RSA 147-B:12	Established an Automotive Oil Fee to be deposited into the Fund in accordance with RSA 147-B:6,I-d
RSA 147-F:14, I-III	Established fees relative to the Brownfields Covenant Not To Sue Program
RSA 485:3-b	Established an expedited review fee for environmental site assessment reports based on the equalized assessed valuation of the property.
RSA 485:3-c	Established a groundwater management permit application fee.

*Governor & Executive
Council Meeting Report*

(May 18, 2023)



THE EXECUTIVE COUNCIL OF THE STATE OF NEW HAMPSHIRE

STATE HOUSE, 107 NORTH MAIN STREET, CONCORD NH 03301

CINDE WARMINGTON
EXECUTIVE COUNCILOR
DISTRICT TWO

Governor and Executive Council Meeting Report

State House, Concord, New Hampshire

May 18, 2023, 10:00 a.m.

I. Highlighted Issues

The full meeting agenda, quick results, and audio recordings can be found [here](#). Minutes for each meeting are approved at the following Executive Council meeting.

- **SUPPORTING LOCALLY-OWNED BUSINESS THROUGH THE BFA.** The Executive Council approved a loan guarantee, through the state's Business Finance Authority (BFA) for a locally-owned business in Pittsfield as a way to support a New Hampshire based small business and promote growth within their company. We heard more from BFA Executive Director James Key Wallace about the impact of this item and the, potentially, dozens of jobs it will create in Pittsfield as a result.
- **EXECUTIVE COUNCIL SCHEDULE FOR JULY - DECEMBER.** The Executive Council approved the following meeting schedule for our meetings from July through December 2023. All meetings of the Governor and Council are open to the public, available by a live audio feed, and posted online after the fact. All New Hampshire residents are encouraged to attend.
 - Wednesday, July 19, 2023 at 10:00AM
 - Wednesday, August 2, 2023 at 10:00AM
 - Wednesday, August 23, 2023 at 10:00AM
 - Wednesday, September 6, 2023 at 10:00AM
 - Wednesday, September 20, 2023 at 10:00AM
 - Wednesday, October 4, 2023 at 10:00AM
 - Wednesday, October 18, 2023 at 10:00AM
 - Wednesday, November 8, 2023 at 10:00AM
 - Wednesday, November 29, 2023 at 10:00AM
 - Wednesday, December 20, 2023 at 10:00AM
- **CONFIRMED JUSTICE TO THE SUPERIOR COURT.** The Executive Council confirmed, 4-1, Anne Edwards Parker of Milford to serve as a Justice on the New Hampshire Superior Court.

CINDE WARMINGTON P.O. BOX 2133 CONCORD, NH 03301

CINDE.WARMINGTON@NH.GOV

CONCORD OFFICE: 603.271.3632

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II. Resignations, Confirmations, and Nominations

Resignations

- Director, Division of State Police, Department of Safety – Nathan Noyes of New Boston
- Justice, New Hampshire Circuit Court – Mark Weaver of Greenland

Confirmations

- Justice, New Hampshire Superior Court – Anne Edwards Parker of Milford
- Aviation Users Advisory Board – Andrew Pomeroy of North Berwick, ME
- Board of Medicine – Daniel Frazee of Auburn
- **Director of Waste Management, Department of Environmental Services – Michael Wimsatt of Concord**
- New Hampshire Health and Education Facilities Authority – Margaret Bourque Dolan of Hooksett
- New Hampshire Retirement System Board of Trustees – Jason Henry of Barnstead
- New Hampshire Retirement System Board of Trustees – Maureen Kelliher of Dover
- **Pease Development Authority – Stephen Duprey of Concord**
- Pesticides Control Board – Cheryl Smith of Nottingham
- State Board of Fire Control – Steven Freitas of Salem

Nominations

- Board of registration of Funeral Directors and Embalmers – Ryann Healy of Manchester
- Enhanced 911 Commission – Timothy Wilkerson of Boston, MA
- Invasive Species Committee – Ellen Snyder of Newmarket
- Lakes Management Advisory Committee – Amanda McQuaid of Manchester
- Lottery Commission – H. Andy Crews of Bedford
- Merrimack River Valley Flood Control Commission – George Bald of Somersworth
- New England Board of Higher Education – F. Daniel Henderson Jr. of Hancock
- **University System of New Hampshire, Board of Trustees – Gregg Tewksbury of Keene**
- **University System of New Hampshire, Board of Trustees – George Hansel of Keene**

Interested candidates wanting to apply for an open position on a state board or commission are encouraged to send their resume, with a letter of interest, to the governor's Director of Appointments and Liaison to the Executive Council Deanna Jurius (Deanna.E.Jurius@nh.gov). A comprehensive list of New Hampshire state boards and commissions can be found in the online "Red Book" [here](#).

III. Items of Specific Interest to District 2

The following items of interest to District 2 were APPROVED:

#5 MOP 150, I, B (5): Other Items

DEPARTMENT OF TRANSPORTATION

#B. Authorize the Bureau of Rail & Transit to enter into a contract amendment with Concord Coach Line, Inc., Concord, NH (originally approved by G&C on 3/3/21, Informational Item #D), to extend the contract end date from June 30, 2023 to December 31, 2023, to continue providing FTA funding for commuter bus services on the I-93 corridor. Effective upon G&C approval or July 1, 2023, whichever is later. Time extension only, no additional funding requested.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Glencliff Home

#16 Authorize to enter into a sole source amendment to an existing contract with Dr. David A. Bogacz, Concord, NH (originally approved by G&C on 5/19/21, Item #17), to continue providing dental services to the residents of Glencliff Home, by exercising a contract renewal option, by increasing the price limitation by \$43,200 from \$43,200 to \$86,400 and extending the completion date from June 30, 2023 to June 30, 2025. Effective July 1, 2023, upon G&C approval. **22% General Funds, 78% Other Funds (Agency Fees)**

Division of Public Health Services

#17 Authorize to enter into a **sole source** amendment to an existing contract with Bi-State Primary Care Association, Inc., Bow, NH (originally approved by G&C on 11/10/21, Item #16B), to continue expanding the workforce of Community Health Workers and embed them within the statewide of Community Health Centers, and to expand services to include enhancements to the Health Center's data system infrastructure, by exercising a contract renewal option by increasing the price limitation by \$983,032 from \$5,570,000 to \$6,553,032, and extending the contract completion date from June 30, 2023 to June 30, 2024. Effective **retroactive** to July 1, 2022, upon G&C approval. **100% Federal Funds**

#19 Authorize to enter into an amendment to an existing contract awarded through a competitive bid process, with the Foundation for Healthy Communities, Concord, NH (originally approved by G&C 10/13/21, Item #27A), to add funding for additional revenue cycle management training activities for the critical access hospitals by exercising a contract renewal option, by increasing the price limitation by \$62,255 from \$134,000 to \$196,255, and by extending the contract completion date from August 31, 2023 to August 31, 2024. Effective upon G&C approval. **100% Federal Funds**

Division of Long Term Supports and Services

#22 Authorize to enter into **sole source** amendments to existing contracts with the Contractors as detailed in the letter dated April 3, 2023, to modify the scope of services and add additional funding to support the Aging and Disability Resource Center ServiceLink services, by increasing the price limitation by \$838,000 from \$13,019,911.02 to \$13,857,911.02 and no change to the contract completion dates of June 30, 2024. Effective upon G&C approval. **87.44% Federal Funds, 12.56% General Funds**

Division for Behavioral Health

#24 Authorize to enter into a **sole source** contract with New Hampshire Legal Assistance, Concord, NH, in the amount of \$100,000, to provide legal assistance to individuals who are experiencing homelessness or at-risk of becoming homeless, with the option to renew for up to four additional years. Effective July 1, 2023, or upon G&C approval, whichever is later, through June 30, 2025. **100% General Funds**

#25 Authorize to amend an existing contract with NAMI New Hampshire, Concord, NH (originally approved by G&C on 6/30/21, Item #18), for family mutual support and suicide prevention services, by exercising a contract renewal option by increasing the price limitation by \$1,534,664 from \$1,337,739 to \$2,872,403 and extending the completion date from June 30, 2023 to June 30, 2025. Effective July 1, 2023, upon G&C approval. **100% General Funds**

#26 Authorize to enter into a contract with Merrimack Valley Assistance Program, Inc., Concord, NH, in the amount of \$1,097,211, to provide supportive services, rental assistance, housing information, and mortgage and utility payments to income-eligible individuals, and their families, living with HIV/AIDS, with the option to renew for up to five additional years. Effective June 1, 2023, or upon G&C approval, whichever is later, through June 30, 2025. **100% Federal Funds**

DEPARTMENT OF TRANSPORTATION

#32 Authorize the Bureau of Highway Maintenance to hold seven organized meetings for the purpose of training and recognizing Department of Transportation employees. One meeting will occur during the spring of calendar year 2023 for District 1 and six more meetings during the calendar year in the fall of 2023 at the six NHDOT Highway Maintenance District locations. Food and other costs are estimated to be \$4,000 per event for a total of \$28,000. Effective upon G&C approval. **100% Highway Funds**

#35 Authorize to accept and place on file the Bureau of Right-of-Way's Contemplated Awards List for amount less than \$5,000, for a total of \$56,015.05 for the period extending January 1, 2023 through March 31, 2023.

[#36](#) Authorize the Bureau of Turnpikes to enter into an agreement with HNTB Corporation, Concord, NH, for an amount not to exceed \$1,266,350, for soundwall and privacy fence design along I-95 in Portsmouth, NH. Effective upon G&C approval through June 30, 2025. **100% Turnpike Capital Funds**

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

[#43](#) Authorize to enter into a contract with Moosewood Ecological Services, LLC, Chesterfield, NH, in an amount not to exceed \$11,276.80, for environmental services at the National Guard Training Site. Effective upon G&C approval through February 29, 2024. **100% Federal Funds**

DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS

[#50](#) Authorize the Division of Travel and Tourism Development to award grants to the organizations as detailed in the letter dated April 19, 2023, in the total amount not to exceed \$60,981.02, for marketing projects under the Joint Promotional Program for the grant period. Effective upon G&C approval through the dates indicated. **100% General Funds**

DEPARTMENT OF CORRECTIONS

[#51](#) Authorize to amend an accept and expend Fiscal Item (originally approved by G&C on 1/26/22, Item #57), by accepting reallocated funds from a preexisting authorization through the Governor's Office for Emergency Relief & Recovery in the amount of \$214,742 of American Rescue Plan Action of 2021, State Fiscal Recovery Funds, for the purpose of utilizing the National Guard to provide emergency staffing needs at the NH Department of Corrections. Effective G&C approval through June 30, 2024. **100% Federal Funds. Contingent upon Fiscal Committee approval on May 19, 2023.**

[#52](#) Authorize to enter into a **retroactive** Memorandum of Understanding with the NH Department of Military Affairs and Veterans Services, in the amount of \$350,000, to provide state active-duty support services at the NH State Prison for Men, Concord, NH. Effective upon G&C approval for the period of March 18, 2023 through June 26, 2023. **100% Federal Funds**

NEW HAMPSHIRE FISH AND GAME DEPARTMENT

[#59](#) Authorize to enter into a contract with Eastern Analytical, Inc., Concord, NH, in the amount of \$24,000, to perform wastewater monitoring chemical analysis of water samples from their six fish hatchery facilities. Effective upon G&C approval through June 30, 2024. **75% Federal Funds, 25% Fish and Game Funds**

[#60A](#) Authorize to enter into a contract with LandVest, Inc., Concord, NH, in the amount of \$208,915 to collect and prepare a comprehensive forest and wildlife habitat inventory that will guide the stewardship and management of the 25,000-acre Connecticut Lakes Natural Area WMA in Pittsburg and Clarksville, NH. Effective upon G&C approval through June 30, 2024. **75% Federal Funds, 25% Wildlife Habitat Funds**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- [#75](#) Authorize to award a grant to the Town of Hopkinton, NH, in an amount not to exceed \$30,000 for the development and implementation of an Asset Management Program for the Town's wastewater system. Effective upon G&C approval through July 1, 2025. **90% Federal Funds, 10% Other Funds**
- [#76](#) Authorize to award a grant to the Town of Lisbon, NH, in an amount not to exceed \$30,000 for the development and implementation of an Asset Management Program for the town's stormwater system. Effective upon G&C approval through October 1, 2025. **100% Federal Funds**
- [#81](#) Authorize to award a grant to the Town of Winchester, NH, in the amount not to exceed \$200,000 for water system improvements under the provisions of RSA 485:F. Effective upon G&C approval through December 31, 2024. **100% Drinking Water and Groundwater Trust Fund**
- [#86](#) Authorize to amend a Clean Water State Revolving Fund (CWSRF) loan agreement with the City of Lebanon, NH (originally approved by G&C on 11/22/22, Item #142), to increase funding by \$545,497 to \$1,574,170 from \$1,028,673, under the provisions of RSA 486:14 and NH Code of Admin Rules Env-Wq 500 et seq. Effective upon G&C approval. **100% CWSRF Repayment Funds**

DEPARTMENT OF EDUCATION

- [#89](#) Authorize the Bureau of Student Wellness and Nutrition to accept and expend additional grant funds from the US Department of Agriculture in the amount of \$6,980,172 for continued support of the Child Nutrition grant. Effective upon G&C approval through June 30, 2023. **100% Federal Funds. Contingent upon Fiscal Committee approval on May 19, 2023.**
- [#96](#) Authorize to enter into a **sole source** contract with Adrienne Showmaker TVI COMS LLC, Concord, NH, in an amount not to exceed \$60,000 to provide technical assistance, resources and training to school personnel responsible for providing services to New Hampshire individuals who are blind and visually impaired. Effective upon G&C approval for the period July 1, 2023 through September 30, 2025. **100% Federal Funds**
- [#98](#) Authorize to grant funds to the New Hampshire Association of School Principals (NHASP), Concord, NH, to support the June 2023 Leadership Academy in partnership with NHASP, in the amount of \$50,000. Effective upon G&C approval for the period of June 26-28, 2023. **100% Federal Funds**

POLICE STANDARDS AND TRAINING COUNCIL

- #99** Authorize to transfer \$212,000 between various accounting units and classes to pay for much needed repairs to the facility and grounds as well as to purchase equipment to replace broken equipment or lacking equipment that is needed to train police recruits and officers in our state. (2) Further authorize funds to be allocated as detailed in the letter dated May 2, 2023. Effective upon G&C approval through June 30, 2023. **100% General Funds. Contingent upon Fiscal Committee approval on May 19, 2023.**

DEPARTMENT OF SAFETY

- #99A** Authorize the Division of Administration to accept and expend \$376,895 of American Rescue Plan Act, State Fiscal Recovery Funds, reallocated from a preexisting authorization through the Governor's Office for Emergency Relief & Recovery, to develop mental health and resiliency resources for first responders within the Department of Safety. Effective upon G&C approval through June 30, 2025. **100% Federal Funds. Contingent upon Fiscal Committee approval on May 19, 2023.**
- #106** Authorize the Division of Homeland Security and Emergency Management to amend the grant agreement with Southwest Regional Planning Commission, Keene, NH (originally approved by G&C on 7/27/22, Item #118), by increasing the grant limitation by \$6,997.75, from a total grant limitation of \$29,499.75 to \$36,499.50, to include management costs associated with the hazard mitigation plans for several communities' projects. Effective upon G&C approval through December 22, 2024. **100% Federal Funds**

The following item was TABLED:

- #5 MOP 150, I, B (5): Other Items**

DEPARTMENT OF TRANSPORTATION

- #C.** Authorize the Bureau of Turnpikes to amend the existing professional 35-year ground lease contract with Granite State Hospitality, LLC d/b/a The Common Man Hooksett, Meredith, NH, (originally approved by G&C on 6/19/13, Item #236), by extending the lease contract for one of the two additional 5-year options, from June 30, 2048 to June 30, 2053. Effective upon G&C approval. There is no additional cost as result of this amendment.

The following items were REMOVED from the TABLE and APPROVED:

DEPARTMENT OF ADMINISTRATIVE SERVICES

#143 Authorize to enter into a **sole source** contract with Axsium Group Ltd, Toronto, ON, in an amount up to and not to exceed \$2,998,099.73 for independent verification and validation oversight of the Infor consulting migration of the Workforce Management (WFM) platform for the Department of Safety and Department of Corrections from their current on-premise NH FIRST enterprise resource planning system to the Infor CloudSuite environment and for WFM implementation services to standardize WFM time and attendance and scheduling across the remainder of state agencies. Effective upon G&C approval through January 31, 2025, with the option to extend for up to two additional years. **100% Capital Funds.**

DEPARTMENT OF ADMINISTRATIVE SERVICES

#157 Authorize to enter into a **sole source** contract with Infor (US), LLC, New York, NY, in an amount up to and not to exceed \$31,662,920.92, for software as a service for the Infor Cloudsuite enterprise resource planning system implementation and maintenance with the option to extend for up to ten additional years. Effective upon G&C approval through June 30, 2032. **53.7% General Funds, 45.6% Federal Funds, .7% Other**

The following item was REMOVED from the TABLE and FAILED:

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

#79 Authorize the Division of Forests and Lands to enter into a contract with Triple Construction, LLC, Hudson, NH, in the amount of \$213,388, to perform roof replacements on the two Pole Barns at the North Country Resources Center, Lancaster, NH. Effective upon G&C approval through August 31, 2023. **100% Capital Funds**

IV. Next Meeting of the Executive Council

The next regularly scheduled meeting of the Governor and Executive Council is on Wednesday, May 31, 2023 at 10 a.m. and will take place at the State House. The agenda will be posted on the preceding Friday on the Secretary of State's website [here](#).

Every meeting of the Governor and Executive Council continues to be available to the public by a live audio feed. Members of the public can tune in live to upcoming meetings by calling in to (603) 931-4944 and entering the following phone conference ID when prompted: 594 751 883 #. Any updates to this information will be published on the Executive Council website [here](#) and included in future post-meeting reports.

Councilor Warmington may be reached at cinde.warmington@nh.gov.

*NHARRPC Legislative
Bill Tracking*

Laconia Sun
News

The Laconia Daily Sun

WEEKEND

SATURDAY, MAY 13, 2023

VOL. 23 NO. 245

LACONIA, N.H.

527-9299

FREE

Former board chair nominated as middle school's next principal

BY CATHERINE
McLAUGHLIN
THE LACONIA DAILY SUN

LACONIA — Aaron Hayward has been nominated by a search committee as the next principal of Laconia Middle School. The Laconia School Board will vote on that nomination, as well as those of two other candidates for open positions, at its meeting Tuesday night.

Hayward is currently the associate principal at Belmont High School.

see **PRINCIPAL** page 11



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Prom 2023: Your chariot awaits



A lucky half-dozen Gilford teens took a ride to prom in style aboard a vintage, 1943 fire engine on Friday afternoon. From left are Noah Cate, 12th grade; Madison Sands, 11th grade; Sydney Eastman, 11th grade; Luc Martin, 10th grade; Ethan Ellingson, 10th grade; Issabella Cottrell, 11th grade; Lt. Jay Ellingson, Laconia Fire Department; and Capt. Brian Cottrell, Barnstead Fire and Rescue. The vehicle's owner, Rob Skinner, said he transported all four of his children for their proms in the engine. The truck has also participated in 40 weddings, 30 of which were for firefighters. Gilford High School had their prom Friday night, Laconia High School's prom is Saturday, Inter-Lakes High School will celebrate their prom next weekend on Saturday, May 20, and Belmont High School's prom was held May 6. (Jon Decker/The Laconia Daily Sun photo)

Too many voters show up; Moultonborough reschedules Town Meeting

No new date selected yet for residents to take up 'HUB' community center proposal, switch to SB 2

BY ADAM DRAPCHO
THE LACONIA DAILY SUN

MOULTONBOROUGH — The "HUB" community center proposal, a petitioned change to switch to the SB 2 style of government, the town budget and many other questions will have to wait to be answered,

as this town's annual meeting was postponed when too many voters showed up to participate.

Town administrator Charles Smith said the Moultonborough Academy auditorium, where the meeting was scheduled to be held on Thursday night, has a seated capacity of 576. The maximum occupancy,

with people standing in the aisles, topped out at 687.

As the start of the meeting approached, it was clear that capacity would become an issue. The seats were filled, and the line of people still waiting to register with the

see **RESCHEDULE** page 13



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Report shows Gilmanton transfer station employees' misconduct led to firings of 3 of 4 staff members

see page 6

With pandemic restrictions lifted, thousands converge on southern border

By MIRIAM JORDAN, MICHAEL D. SHEAR,
MARIA ABI-HABIB & SIMON ROMERO
THE NEW YORK TIMES

EL PASO, Texas — Migrants streamed across the U.S.-Mexico border and others gathered in makeshift camps as America's pandemic-era Title 42 restrictions came to an end Thursday, a milestone that officials worried could trigger a major new wave of migration that strains border facilities and cities across the country.

The desperate pockets of humanity from nations all over the world swelled on both sides of the border even as authorities in Washington imposed tough new rules to take the place of the border expulsion policy.

All along the nearly 2,000 miles of border, agents, soldiers and local officials were striving to maintain order even before the lifting of the policy as migrants waded across the Rio Grande, lined up at international bridges, filled federal immigration processing centers and huddled on the sidewalks of U.S. border towns.

The latest surge is the result of global shifts in migration patterns as economic and political forces displace millions across the globe, sending many toward the United States to seek refuge. It comes after two years in which a Democratic-led overhaul of the immigration system has stalled in the face of Republican opposition and the Biden administration has leaned on some of former President Donald Trump's harsh border policies.

Trump and then President Joe Biden each used their emergency authority, under the guise of limiting disease transmission, to manage record-breaking flows of people at the border. Now the end of the COVID-19

pandemic emergency after three years has forced the United States to once again confront its international obligations to shelter those in need.

It is a moment that appears certain to inflame one of the country's most politically fraught and divisive issues, with criticism for Biden coming from all sides.

The images of desperate migrants and overburdened officials played out across the border, from California to Texas.

In Piedras Negras, across the Mexican border from Eagle Pass in Texas, migrants and Border Patrol agents faced off across the Rio Grande. A makeshift village sprang up between two walls that separate Tijuana, Mexico, and San Diego, with hundreds of people huddled under Mylar blankets. At Gate 40 of the border

wall between Ciudad Juárez, Mexico, and El Paso, officials let a group of migrants cross after they tried crawling through holes in the concertina wire fence.

"All I want to do is work and raise my son somewhere where we aren't afraid of violence," said Francisco Ortiz, 32, who arrived in Piedras Negras from San Pedro Sula, Honduras, with his wife and 1-year-old son. He said he was hoping to work in construction in the United States but was worried.

"We want to follow the rules, but it's hard," he said.

The El Paso City Council extended a state of emergency to handle the large number of arrivals and converted two vacant schools into shelters. In McAllen, Texas, the city set up extra tents at Anzalduas Park, next to a busy migration point.

RESCHEDULE from page 1

supervisors of the checklist wrapped all around the auditorium and into the parking lot.

"So many people showed up and couldn't fit in the auditorium," Smith said.

As of midday on Friday, a rescheduled date hadn't been identified, but Smith said he expected it to be within the next two weeks. One possible solution is to try to again use the auditorium, but to also set up the school's cafeteria as a remote meeting room, complete with cameras, speakers, a projection screen and microphones, so people in the overflow room could follow along with, and participate in, the meeting.

Smith said nearly 1,300 votes were cast in town elections on Tuesday, representing a third of registered voters. The modern record for attendance at town meeting, set in 2019, was 666.

Speaking of the crowd on Thursday night, Smith said, "That room was packed... I don't think anyone saw that coming."

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Pictured left to right: **Jill White**, RVP & Community Reinvestment Act Officer has been serving MVSB customers for over 36 years; **Julie Clement**, VP of Business Development has developed a expertise in supporting local organizations and businesses and was recently promoted to lead those efforts at the bank; **Dan Osetek**, SVP Commercial Lending Team Leader works with local businesses to find the right funding solutions to meet their needs and is an active volunteer at WEDCO and the Granite Backcountry Alliance; **Denise Hubbard**, NMLS# 47515 Mortgage Loan Program Specialist was recently recognized as the #1 loan originator with the NH Housing Finance Authority connecting homebuyers with affordable housing opportunities.

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Messer Street bridge repairs slated to last throughout the summer

By ADAM DRAPCHO
THE LACONIA DAILY SUN

LACONIA — One of the city's short-cuts will be disrupted this summer as repairs take place on the Messer Street bridge.

The work is scheduled to begin on Monday, May 22, and, according to Wes Anderson, the city's Department of Public Works director, it could take five months to complete.

However, unlike the recent replacement of the Court Street bridge, which

closed that section of the roadway to traffic, the Messer Street bridge will remain open to vehicles throughout the summer.

"It's going to be alternating traffic," Anderson said, meaning that workers will focus on one lane of the bridge at

a time, leaving the other half open to vehicles. "It's not a replacement job, it's truly a repair job. The deck has some problems, we'll have to take the surface off and do individual spot repairs any-

see BRIDGE page 5

The Laconia Daily Sun

WEDNESDAY

WEDNESDAY, MAY 17, 2023

VOL. 23 NO. 247

LACONIA, NH

527-9299

FREE

Hidden from view, Tent City enclave on Spruce Street will be cleared May 21

By JON DECKER
THE LACONIA DAILY SUN

LACONIA — Spruce Street ends abruptly, revealing a starkly different reality behind a thin veil of trees. To one side lies a seemingly ordinary neighborhood. On the other side is a community of approximately 100

people surviving in tents and under tarps. To some occupants, this place is known as Tent City.

Mayor Andrew Hosmer announced at the council meeting May 8 that the city would clear out the encampment on Sunday, May 21. Tent City residents were informed ahead of time about the cleanup by staff from the Community Action Program of Belknap and Merrimack counties.

For the past three years, a portion of those experiencing homelessness in the city have sought refuge there. However, their presence has not been without consequence. The accumulation of trash and human waste, as well as concerns from nearby homeowners have reached a boiling point.

"We're all going to be out there on the streets, it's going to be Bike Week, that's already a big enough problem for law enforcement," said Ace, a Tent City resident. "What are the homeless supposed to do? Where are they gonna go?"

As the mayor has repeatedly acknowledged, there is no easy answer to that question.

Area homeless residents wonder where they'll go after camp is dismantled following 3 years of use



One of many structures within Laconia's so-called Tent City. For nearly three years, people experiencing homelessness have camped here, using Spruce Street as their primary route into town. (Jon Decker/The Laconia Daily Sun photo)

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see TENT CITY page 6



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TODAY'S NEW HIT COUNTRY

TENT CITY from page 1

“The city is faced with the choice again, do we enforce the city ordinances and immediately move all those folks off that property?” Hosmer said. “We know that if we do that, as happened a few years before, those people experiencing homelessness just move to another part of the city.”

“Being at this camp like this, they know where everyone is, but once this clear out happens, they’re gonna be scattered all over town,” said Justin Stonie, a city resident who has been bringing food to the camp. “I think people are going to see a lot more things that they don’t want to see.”

Camping in the forest is illegal, and until now, the city has turned a blind eye, even providing biweekly trash pickup at the end of Spruce Street. This flexibility, combined with the forest’s close proximity to downtown, has allowed an entire village to sprout up among the trees. There are bucket and tarp out-houses, wooden pallet bridges across muddy trails, and for a time, a chicken coop. One camper even had a wood stove attached to his dwelling.

There is a simultaneous sense of community and every-person-for-themselves survivalism within the woods. Fights, thefts and assaults are not uncommon, but few are reported. At the same time, campers will check in on older or injured members, and share resources like water.

The occupants often camp in tent clusters to keep watch on each other’s belongings. Some keep to themselves and stay out of trouble; others are still in the clutches of addiction, continuing to use substances within the camps.

“This experience is absolute survival,” said Nate, who lives in the camp with his significant other, Cass.

“Everyone calls homeless people lazy; I’ve never worked so hard to get basic resources to survive,” Cass said. “If you’re lazy, you die out here.”

For Cass and Nate, seeking out something as simple as drinking water requires



The interior of one of the Tent City structures. The larger tent provides extra space and protection for belongings, as well as additional heat in the winter. For some, maintaining and protecting this makeshift homestead is a full time job. (Jon Decker/The Laconia Daily Sun photo)

careful planning and hours of work. “It takes all day to get ready for the night, basically,” Nate said. “People don’t think about that.”

“People are like, ‘Oh, get a job.’ Well, survival is your job,” Cass said. “We get stuck in that rut because you can’t get a job. You think, ‘Oh, I’ll do that the next day, maybe I’ll have a little more time.’ But you just don’t.”

“I work three days a week, but she’s here getting everything ready,” Nate said. “If I was on my own, working and not getting out until 3:30 or 4,” I’d be in trouble.

Those who are on their own risk losing everything in their camp to theft while they are out working, seeking work, or gathering supplies.

Fear of theft was a primary reason the city’s temporary cold-weather shelter on the former State School property went virtually unused this

winter, with just two individuals taking cover there. Instead, Tent City residents endured sub-zero temperatures, relying dangerously on space heaters inside their tents to keep warm.

One person nearly lost a thumb to melting nylon after his tent caught fire. Others suffered through frostbite injuries instead of using the shelter.

Nate and Cass said they led relatively normal lives until last November when a combination of the impact of COVID-19 and a literal back-breaking accident left them unable to pay the bills.

“I always had a car, a job, a house. Life was normal,” Cass said.

“We didn’t even know anyone who was homeless before,” said Nate.

After losing their home and braving the winter in the forest with only a tent within a tent, a common technique for keep-

ing warm, the couple says they are completely transformed.

“I feel like a survivor, a ... warrior,” Cass said. “I literally feel stronger than I’ve ever been in my life.”

Despite the harsh conditions and rampant drug use within Tent City, there has only been one reported death.

In the early hours of April 28, 39-year-old Nicholas Gauvreau died in a small tent. He was alone and new to Tent City. His death is being investigated as an overdose.

“At 1 to 2 a.m., someone was making these animal-sounding noises,” said someone staying in a neighboring tent, who had told the noisemaker to shut up, not realizing those sounds were final breaths. “Right after that, it stopped.”

Eventually, the neighbor opened Gauvreau’s tent to check on him.

“It took 10 years to forget about seeing my dad like that,”

he said. “I don’t know why I looked in there. That’ll take another 10 years to forget that.”

Public pressure from residents of Spruce Street has increased with the size of the camp. Rep. Steven Bogert (R-Laconia), who lives just a few houses from the entrance to Tent City, said the camp “had run its course” and that enough was enough.

“I’ve had my gas tank from my grill stolen, my other neighbor next door had a his tank stolen from his grill,” Bogert said.

Bogert cited other incidents, including a person using drugs in the middle of the street, and a woman assaulted by fellow campers.

“We have this constant stream, every day,” Bogert said, gesturing to people walking up and down Spruce as he spoke. “There’s more people

See next page

from preceding page

coming up and down the street than cars on Union Avenue. ... When they get this close to your house, it's only a matter of time before they're in your window and taking what they want."

Bogert's neighbor, Shayna Hughes, a mother of three young children, expressed empathy for those grappling with homelessness but harbored concerns for her children's safety and the safety of those in the encampment. She voiced particular worry for young women in the camps.

"I've seen some who appear to be between the ages of 17 and 21," Hughes said. "It seems like they're alone, not walking in a group. And that's a very big concern for me, because I spoke to someone in Manchester who said the women there are experiencing assault, sexual assault, robberies. They're just not safe."

Bogert criticized those staying in Tent City as unwilling to improve their situations.

"I feel bad for them," Bogert said. "But I look at these people all day long, and I ask, 'Why aren't you working?' No one wants to ask that question."

People experiencing homelessness interviewed for this story and those who participated in the city's recent forums have said businesses refuse to hire them once their housing status is revealed. The absence of a fixed address complicates job applications. When people list an address like the Isaiah 61 Cafe, the applications are thrown out.

Bogert asserted that people experiencing homelessness should seek jobs in construction or dish-washing. "They have the ability to do menial labor," Bogert said. "There's landscaping crews. This is the hottest time in the world to go work for a landscaping crew. They don't care if you've been to prison or not because you're not bothering anybody's house, you're doing landscaping."

During last week's city council meeting, Hughes publicly shared encounters with Tent City residents trying to interact with her children and, in one instance, her newborn baby.

"I feel like this is an issue that I have been very understanding about, because I understand addiction and mental health probably more than most people in this room," Hughes said at the meeting. "However, I have seen an increasing number of people that do not want to accept help, and I don't know what avenues we're supposed to take for those people."

Those willing to accept help often face a seemingly complex bureaucracy, and long waiting lists for substance misuse treatment or housing assistance. One woman in Tent City said she had been on a housing waitlist for 10 years.

After telling one of the Tent City residents to leave his neighborhood, Bogert discovered she was originally from Gilford.

"I says, 'Why don't you go back to Gilford?'" Bogert said. "She said, 'They told me to go to Laconia.' Hence, all the surrounding towns don't want to take care of the problem, so they send them to Laconia. What I'd actually like to see is a state regulation that changes welfare into a county function and part of the county budget. Then, this welfare money is automatically pulled from each town, so every town contributes, so that we have at least some resources, and not one town's resources are being absorbed, when not all of these people are from Laconia."

Bogert also proposed that the city permit people to camp on the former State School property due to its distance from town and neighborhoods. He also suggested the downtown parking garage, half of which is not structurally sound enough for vehicles, be con-

"I always had a car, a job, a house. Life was normal."

— Cass, resident of Tent City



A collection of chickens waits in a makeshift enclosure within Tent City. Campers were informed by a Fish and Game officer that it was illegal to keep the birds within city limits, so they were collected and given away to a farm in Belmont. (Jon Decker/The Laconia Daily Sun photo)

verted into an enclosed encampment.

"It's not suitable for cars," Bogert said. "But it is suitable for tents. It is suitable for safe protection. It's next door to Lakes Region Mental Health, it's got drug rehabs in the area, it's got all the services available, and they're located in one safe area."

In interviews with 50 people experiencing homelessness in Laconia, most of whom called Tent City home, the majority said they were from the city, and cited the city's steep housing prices and housing scarcity as their primary barriers to escaping homelessness.

Even those who work full time are often unable to find an affordable apartment.

"They need to bring back the apartments they took and tore down just to rebuild it for rich people," said Matt, a Tent City resident working 40 hours per week. "I'm homeless because of that."

Matt was one of a group of residents displaced by recent revitalization in Lakeport, where older apartments were torn down to make way for condominium development. He said he and his wife had been living at their residence for less than six months before it was sold to a new owner and scheduled for demolition.

While there are some affordable apartment projects in the pipeline, including one right behind the current location of Tent City — an effort Bogert voted in favor of — they have yet to break ground.

In the meantime, prices continue to increase, and long-standing city zoning practices have made building multi-family dwellings difficult, and at times, cost-prohibitive.

The closing of the camp, Hosmer acknowledged, will only scatter the population experiencing homelessness across the city.

"As Chief [Matt] Canfield once put it, it's like squeezing a balloon," Hosmer said at the city council meeting. "It is my goal personally to see people experiencing homelessness to move from that to a stable housing environment. It's certainly a tall task, but I know the city of Laconia is not unique in this state, this region, this country or even this world. This is something that is going on worldwide right now and it's growing in numbers."

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WEDNESDAY, MAY 31, 2023

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FREE

'Useful,' 'passionate,' 'kind': Inter-Lakes top 10 describe the adults they hope to become

By **ADAM DRAPCHO**
THE LACONIA DAILY SUN

MEREDITH — The top 10 graduating seniors at Inter-Lakes started their high school careers just as a global pandemic was about to erupt, and have experienced both the challenges of isolated and remote learning as well as what it means to be able to join together with their peers again. As they prepare to leave Inter-Lakes, some have an idea of what direction they'll be heading in, some are planning

to spend the next year figuring that out, and all have some idea of what kind of adult they'd like to be someday.

Eben Misavage, currently studying in Argentina as an exchange student, plans to take a gap year "to work, travel and apply for university." Misavage didn't apply to universities this year due to being on exchange.

"I plan to pursue a degree in political science, and use that degree [to] work to combat climate change with a focus on geothermal energy

and farming."

Misavage, who would like to be described as "useful" as an adult, was a proud member of the school's Lakerbots robotics team. Misavage said the Lakerbots will fill many of his favorite memories, as will an activity from another extracurricular activity.

"I will bring with me the memory of all the great afternoons spent playing Super Smash Bros. with the eSports

see **INTER-LAKES** page 11

The Inter-Lakes top 10 graduating seniors, absent Eben Misavage, who is studying abroad, formed a human pyramid for their photo. Bottom row, from left are Brad Leberman, Abram Weil-Cooley, Kalan Brunell and Egan Towle. Middle row from left are Wynter Santos, Alissa McCarthy and Olivia Richards. Top row from left are Hannah Coleman and Kate DeTolla. (Adam Drapcho/The Laconia Daily Sun photo)



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Investigation into Trefethen likely to continue for 'months'

City hires Menici as its interim planning director

By **CATHERINE McLAUGHLIN**
THE LACONIA DAILY SUN

LACONIA — An ongoing investigation into Dean Trefethen, former city planning director, is likely to continue for months, meanwhile the city has begun early steps in the search for a new permanent director.

The city has hired Kathy Menici as a contracted interim planning director for at least three months, City Manager Kirk Beattie said. Menici was the city planning director in Portsmouth from 1987 to 1994 and has also been planning director in the towns of Alton, Wakefield and Farmington.

Since 2015, she has worked in the private sector as a land use consultant, according to Beattie.

Trefethen suddenly resigned at the end of April, as the Laconia Police Department launched a criminal investigation involving at least one other law enforcement agency — the Sanford Police Department in Sanford, Maine, where Trefethen is a resident.

Laconia Police Chief Matthew Canfield told The Daily Sun Tuesday the investigation would likely stretch on for "several months" before charges could be brought. Last week, according to Canfield, Sanford police sent evidence to Maine's state crime lab, which is experiencing delays.

Despite the investigation's lengthy timeline, Canfield said he "expect[s] there will

be charges."

Law enforcement has not disclosed the scope of the investigation, but no other city employees are implicated, according to Canfield and Beattie.

Taking on an interim planner allows the city time to initiate a thorough search process for a permanent replacement, Beattie said, a process which is currently in its early stages.

In the meantime, Beattie said he looks forward to what Menici's experience and outsider perspective can bring to the city, noting she can "advise on areas where we may need adjustments."

Trefethen had been Laconia's planning director since 2017, and previously was a longtime zoning board member, city councilor and mayor of the city of Dover.

The Laconia Daily Sun

WEEKEND

SATURDAY, JUNE 3, 2023

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FREE

Cantin selling car dealership to Irwin Automotive Group

New owner praises staff, says they'll keep jobs

By ADAM DRAPCHO
THE LACONIA DAILY SUN

LACONIA — The city's two new-car dealerships — Irwin Automotive Group and Cantin Chevrolet — will soon be under the same ownership, if a purchase-and-sales deal goes through as scheduled Monday.

The deal, the subject of rumors for weeks, was confirmed Thursday by a post that Tom Cantin shared on social media.

1929, according to the dealership's website. E.J. Clyde Cantin started the dealership at 536 Main St. in Laconia. The business moved to its current location, 623 Union Ave., in 1947. Tom Cantin is the grand-nephew of Clyde Cantin and, as he noted in his post, knew he would be the last in his family to run the business.

"This decision was not without challenges," Cantin wrote. "But ultimately, I do not have a successor in my family with a passion for the

'Who' and 'when'

Cantin Chevrolet dates back to

see CANTIN page 14



After nearly a century of operation, Cantin Chevrolet is being sold to Irwin Automotive Group. (Jon Decker/The Laconia Daily Sun photo)

Moultonborough dismisses ambitious 'HUB' proposal for new community center

Record voter turnout also rejects SB 2

By ADAM DRAPCHO
THE LACONIA DAILY SUN

MOULTONBOROUGH — Voters had to wait for three weeks to make their voices heard, but once the time finally came, they showed a preference for keeping things mostly the same, at least when it came to the two most controversial questions of the evening.

A record number of voters — nearly 1,000, besting the previous record turnout by 50% — shot down proposals that would have initiated construction of a community center, and changed the town's form

see MOULTONBOROUGH page 12



It's a shore thing

A pontoon boat drifts into the Paugus Channel as beachgoers cool off on an 85-degree Wednesday afternoon. (Jon Decker/The Laconia Daily Sun photo)

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MOULTONBOROUGH from page 1

of government from conventional town meeting to what is known as “SB 2.”

The HUB fails to pass

First up was a question about a community center — a question that has divided the town since it acquired the former Lions Club property, on Old Route 109, in 2008. That purchase was intended to lead to the construction of a community center; however, the town has not yet been able to agree on a specific design, with three previous proposals failing to gain enough support.

The proposal that went before voters Thursday night, which met the same fate as previous attempts, was perhaps the most ambitious. “The HUB,” as both supporters and opponents referred to it, called

for a 36,472-square-foot facility that would serve all manner of town residents. The plan included, among other features, a function hall, walking track, commercial kitchen and an aquatic center with both a lap pool and a warm-water therapy pool.

The cost estimate for the proposal was \$15.9 million. Because it would be paid for with bonds, its passage required a three-fifths majority. It failed to garner even a simple majority of votes, with 444 voting in favor and 546 against.

The proposal was brought before voters as the result of a petition. The selectboard, in a divided vote, recommended against its passage.

“I believe Moultonborough needs a community center; we need something,” Mary Phillips said. “The question is whether this is the right project for our community.” She said she doubted estimates about the project’s operational costs and liability



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Dick Carlson places his vote in the ballot box at Moultonborough’s town meeting Thursday night. The night was dominated by two questions — whether to spend \$15.9 million on a community center, and whether to adopt the SB 2 form of town government — both of which failed. (Adam Drapcho/The Laconia Daily Sun photo)

insurance, and noted that, since it was brought by a citizen petition, the proposal didn’t pass through the scrutiny of the town’s capital improvement committee.

There was a cost to residents for voting “no,” as well, countered Mary Campbell.

“The older I get, the more time I spend in physical therapy,” Campbell told the crowd. Part of her therapy involves finding a pool to exercise in, and that means driving 42 miles, round-trip, to Laconia, where she spends \$60 per month to access a pool at a health club. Building The HUB would increase her property taxes, but save her far more in monthly dues.

“This is something I think all ages would be able to utilize,” she said.

Jane Lewis-Raymond said her son, who is preparing to ship out to the U.S. Military Academy at West Point, would have appreciated having a local pool to develop his swimming strength, instead of having to travel to Plymouth, Laconia or even Manchester at some times, to find pool time.

“I think about not only the sentiments of the older in our community, but also our young families,” Lewis-Raymond said. “In the future, my son might want to move back home to Moultonborough to raise his family,” and a community center with aquatic facilities would be a benefit to him.

Dr. Gerard Hevern, who has experience as both a family physician and now a geriatrician, said The HUB could have a benefit for local health, particularly those in the later half of life.

“There are just two things that have been proven

from preceding page

effective at preventing the onset of dementia, or to treat those with dementia,” and those are physical activity and social interaction, both of which The HUB would provide. “It enhances our ability to delay or to treat our demented patients,” he said.

Others, though, spoke about the possible tax impact, and the desire to protect the town’s tax rate, which is among the lowest in the state.

Residents reject SB 2 style of voting

Another question brought by citizen petition was whether to adopt the form of town government known as “SB 2,” which replaces conventional town meetings with a two-phase approach. First is the “deliberative session,” in which voters gather to discuss and amend warrant articles, then, weeks later, voters return to cast their opinions on the warrant through secret ballot, in the same way they currently vote for elected officials.

Joe Cormier, presenting the question, noted that more voters tend to vote when given access to secret ballots, when they can express their preferences without being scrutinized by their neighbor, and can do so at their convenience, rather than having to take several hours out of their evening to attend town meeting.

Cormier asked, “Which is more important, attendance at town meeting, or voter participation?”

Josh Bartlett, who served for 15 years on various town boards, spoke in favor of the change.

“I am all for it,” Bartlett said, explaining why he thought the proposal was met with opposition. “They don’t like people having the opportunity to vote,” which drew a response from the crowd.

“Shake your heads if you want,” he continued. “If you are disabled and can’t attend town meeting, if you are working and can’t come to town meeting, or if you are traveling, you can’t vote. This could be the last one of these things we have to endure.”

Some, though, said that towns that have made the switch have encountered higher costs, such as that of printing ballots that go on for several pages, that there’s dramatically lower turnout for the deliberative session, and that there’s something lost when townspeople no longer gather to discuss, even argue, important town matters.

“I love the New Hampshire town meeting,” Norman Larson said. “One of the most curious things about them is that people come up to the microphone who don’t seem to know what’s going on,” but they learn about the issue by listening to their neighbors debate.

“In the ballot box, you can’t turn to your spouse and say, ‘What does this mean?’ And you hear that all the time” at town meeting, Larson said.

Cindy Couture, who served as an elected official in Litchfield before moving to Moultonborough, said she had the opportunity to see how SB 2 worked when it came to that town.

“The good news is that it gives people more opportunity to have a voice,” she said, though it becomes more important for the selectboard to inform the voters ahead of time, because there isn’t the possibility to explain matters on voting day.

Couture warned her fellow townspeople that voting for SB 2 was not necessarily a fiscally conservative choice, though, citing a study that found that towns that made the change ended up increasing their budgets at twice the rates of towns that kept traditional town meeting.

Voters decided to stick with the same form of gov-

ernment that has served Moultonborough for more than two centuries, with 426 voting in favor of SB 2 and 464 voting against.

In other voting, voters approved of a petitioned warrant article to increase full-time firefighters to a level that would provide for two on-duty firefighters around the clock. The town’s operating budget of \$10.07 million passed easily.

Record turnout

The modern record for a town meeting in Moultonborough, set in 2019, was 666. When the Moultonborough Academy auditorium was filled to capacity during the moments leading up to the start of the May 11 meeting, as originally scheduled, and there was still a long line of people waiting to register, it was clear that there was a record amount of voter interest in the issues on the warrant. The

auditorium seats 576, and can accommodate up to 687 with people standing along the walls.

Paul Punturieri, town moderator, had to postpone the meeting because there wasn’t enough space for all who wanted to exercise their voting rights. A new date was scheduled — June 1 — and in the interim, just about every department in town joined Punturieri in figuring out how they could handle the historic turnout.

Their solution was to set up overflow rooms — including the gymnasium and cafeteria — with seating, cameras and projection screens, so that voters in each of the three rooms could speak to issues at hand, and have their votes counted.

In the end, those extra measures proved necessary, because a total of 996 registered voters — 23% of the total number of registered voters in town — attended the meeting.

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