

Candia Board of Selectmen
Agenda
November 27th, 2023, at 6:30pm

5:45 pm: This public body will enter into one a nonpublic session as permitted under RSA 91-A:3, II(a).

Call to Order

Roll Call

6:30 Public Hearing: Class VI Road – Building Permit request

Approval of Minutes: Public Minutes for November 13th, 2023 and November 15th, 2023

New Business:

- Accept Land donation – Crowley Road
- Holiday Schedule
- 2024 Warrant Articles

Old Business:

- Policy update

Other Business:

- NHMA Advocacy letter

Calendar:

- Next Board of Selectman's Meeting on Monday, December 11th, 2023 @ 6:30pm

Public Input:

Adjourn

Join Zoom Meeting

<https://us02web.zoom.us/j/6034838101>

Meeting ID: 603 483 8101 Password: 8101

Dial In +1 646 558 8656 US

MEMO

To: All employees
From: Board of Selectmen
Date: November 21, 2023
Re: 2024 Holiday Schedule

The board of Selectmen has approved the following list of 2024 holidays to be observed:

Office Employees/Police Officers

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King Day
Monday, February 19	President's Day
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, November 11	Veteran's Day
Thursday, November 28	Thanksgiving Day
Friday, November 29	Day after Thanksgiving
Wednesday, December 25	Christmas Day

In addition, there are two floating holidays per year.

Recycling Center Employees

Monday, January 1	New Year's Day*
Monday, February 19	President's Day *
Sunday, March 31	Easter Sunday
Sunday, May 26	Memorial Day
Thursday, July 4	Independence Day
Sunday, September 1	Labor Day
Monday, November 11	Veteran's Day *
Thursday, November 28	Thanksgiving Day
Friday, November 29	Day after Thanksgiving
Wednesday, December 25	Christmas Day

*Holidays that fall on a day that is the employee's regular day off (Monday or Tuesday), will be moved to a floating holiday. Easter is given in lieu of Martin Luther King Day.

UPON RECORDING, PLEASE RETURN TO:

Town of Candia
74 High Street
Candia, New Hampshire 03034

TT: \$0.00

FIDUCIARY DEED

SUSAN LAPOINTE, Executor of the Estate of HARRY W. O'BRIEN, of 125 South Road, Deerfield, New Hampshire 03037, under the power to convey in the Will of Harry W. O'Brien, for consideration defined below, grants to **THE TOWN OF CANDIA**, having a mailing address of 74 High Street, Candia, New Hampshire 03034, with **FIDUCIARY COVENANTS**, a certain parcel or tract of land situated in Candia, County of Rockingham and State of New Hampshire, bounded and described as follows:

Beginning at the southeasterly corner of the described premises at land now or formerly of one Crowley; thence

Westerly by the Crowley and Driscoll Road, so-called and following the stonewall to land originally of one Thomas Bonser; thence

Northerly and by the said stonewall and land of said Bonser and land now or formerly of Mary Anne Seavey to the end of the stonewall; thence

Still continuing by said stonewall, and land of said Seavey, westerly and northerly to land now or formerly of James Anderson; thence

Still continuing along said stonewall easterly by land of said Anderson to the end of said stonewall; thence

In the same easterly direction and by the blazed trees, and other land now or formerly of one Beaudry to land now or formerly of one Wason; thence

Southerly by the old fence and by said Wason land and land now or formerly of one Crowley, to the bound begun at.

Containing about seventy-five acres, more or less.

This conveyance is made subject to the following covenants and restrictions which shall run with the land per the Fourth Article in the Will of Harry W. O'Brien:

This land is to remain in perpetuity as open space, with only walking trails to be located thereon, and permitting timber harvesting to take place only in accordance with a forestry management plan, and further allowing hunting as may be appropriate, all for the benefit of the citizens of the Town of Candia.

This conveyance is further subject to all rights, easements, restrictions, encumbrances and other matters of record, to the extent in force and applicable.

Meaning and intending to describe and convey the same premises as were conveyed to Daniel W. O'Brien and Laurianna O'Brien by deed of Atillio A. Petrocchi, dated August 23, 1960, and recorded in the Rockingham Registry of Deeds at Book 1560, Page 45. Daniel W. O'Brien died July 27, 1981. See Certificate of Death recorded of near or even date herewith. Lauriana O'Brien died May 5, 1998. See Estate of Lauriana O'Brien, Rockingham County – Probate Court Docket No. 1998-0509. Harry W. O'Brien died December 30, 2022. See Estate of Harry W. O'Brien, 7th Circuit – Probate Division – Dover Docket No. 319-2023-ET-00227.

This conveyance is exempt from taxation under RSA 78-B:2XI as a distribution from an estate, and under RSA 78-B:2, I, as a transfer to a town.

[Signature pages follow.]

EXECUTED this ____ day of _____, 2023.

ESTATE OF HARRY W. O'BRIEN

By: _____
Susan LaPointe, Executor

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2023 by Susan LaPointe, Executor of the Estate of Harry W. O'Brien. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any):**

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
Name:
My Commission Expires:

ACCEPTANCE

The undersigned, being the Selectmen of the Town of Candia, hereby accept this conveyance for the purposes stated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this _____ day of _____, 2023.

TOWN OF CANDIA

Witness to all Selectmen signatures

By: _____
Brien Brock, Selectman

By: _____
Patrick Moran, Selectman

By: _____
Boyd Chivers, Selectman

By: _____
Russell Dan, Selectman

By: _____
Susan Young, Selectman

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31

POWERS AND DUTIES OF TOWNS

Trust Funds

Section 31:19

31:19 In General. –

I. Towns may take and hold in trust gifts, legacies, and devises made to them for the establishment, maintenance, and care of libraries, reading-rooms, schools, and other educational facilities, parks, cemeteries, and burial lots, the planting and care of shade and ornamental trees upon their highways and other public places, and for any other public purpose that is not foreign to their institution or incompatible with the objects of their organization.

II. Towns may authorize the board of selectmen, or town council if there is one, to accept such trusts without further action by the town.

III. Such authority to accept shall continue in effect for one year from the date of town meeting or action by the town council. The authority to accept trusts may be granted for an indefinite period, in which case the warrant article or vote granting such authority shall use the words, "indefinitely" or "until rescinded" or similar language.

Source. GL 49:7; 50:3. PS 40:5. 1901, 83:1. 1907, 70:1. PL 42:18. 1941, 43:1. RL 51:19. RSA 31:19. 1995, 137:1, eff. May 24, 1995.

4,033,235

ARTICLE 2.

To see if the Town will vote to raise and appropriate as an **Operating Budget**, this operating budget warrant article does not include appropriations by special warrant articles and other appropriations vote separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling ~~\$3,990,675~~. Should this article be defeated, the default budget shall be **\$0,000,000** which is the same as last year, with certain adjustments required by previous action of the Town of Candia or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 3.

To see if the Town will vote to raise and appropriate the sum of One Hundred Sixty Thousand dollars (**\$160,000**) for the operating expenses of the **Smyth Public Library**. Funds are to be expended under the direction of the Smyth Public Library Association.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 4.

To see if the town will vote to raise and appropriate the sum of **\$20,000.00** to the Candia Youth Athletic Association for the specific expenses of providing youth recreation programs to the children of Candia. Said expenses to be expended under the direction of the Candia Youth Athletic Association Board of Directors in accordance with the approved budgets.

(Submitted by petition)

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 5.

To see if the Town will vote to raise and appropriate the sum of Thirty Thousand Dollars (**\$30,000**) to be deposited into the existing **Recycle Center Equipment and Capital Improvement Capital Reserve Fund** under the provisions of RSA 35:1 adopted at the March 2017 Town Meeting, for the purpose of funding major capital improvements in the Recycling Center and the replacement of equipment used at the Center with the Selectmen appointed as agents.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE 6.

To see if the town will vote to raise and appropriate the sum of One Hundred Fifty Thousand Dollars (**\$150,000**) for **Excess Winter Road Maintenance**, these funds will not be used unless the operating winter maintenance funds are exhausted. This will be a non-transferable appropriation. Said funds to be expended under the direction of the Board of Selectmen.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 7.

To see if the town will vote to raise and appropriate the sum of Two Hundred Thousand Dollars (**\$200,000**) for the reconstruction of the Northern portion of **Tower Hill Road**. Said funds to be expended under the direction of the Board of Selectmen.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 8.

To see if the town will raise and appropriate the sum of One Hundred Fifty Thousand Dollars (**\$150,000**) for resurfacing of the southern portion of **South Road**. Said funds to be expended under the direction of the Board of Selectmen

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 9.

To see if the Town will vote to establish a Revolving Fund pursuant to RSA 31:95-h for the purpose of funding Highway Department projects. All monies received from the Highway Block Grant will be deposited into this fund, and the money in the fund shall be allowed to accumulate from year to year and shall not be considered part of the town's general surplus. The Town Treasurer shall have custody of all moneys in the fund and shall pay out the same only upon the order of the governing body and no further approval is required by the legislative body to expend. Such funds may be expended only for the purpose for this the fund was created. **This article would result in no increase in the amount to be raised by taxes.**

ARTICLE 10.

To see if the Town will vote to raise and appropriate the sum of Seventy-Five Thousand Dollars (**\$75,000**) to be deposited in the **Fire Apparatus Capital Reserve Fund**, established under RSA 35:1 at the March 1991 Town Meeting, for the future purchase of the fire apparatus and equipment with the Selectmen appointed as agents.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 11.

To see if the Town will vote to raise and appropriate the sum of Seventy-Five Thousand Dollars (**\$75,000**) to be deposited in the **Fire Station Infrastructure and Grounds Capital Reserve Fund** under the provisions of RSA 35:1 at the March 2017 Town Meeting, for the purpose of providing for major capital investments in the fire station building infrastructure and grounds to keep the building and property sound, functional and safe well into the future with the Selectmen appointed as agents.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 12.

To see if the Town will vote to raise and appropriate the sum of Twenty Thousand Dollars (**\$20,000**) to be placed in the existing **Revaluation Capital Reserve Fund** for the Future Revaluation of the municipality. Said funds to be expended under the direction of the Board of Selectmen.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 13.

To see if the Town will vote to raise and appropriate the sum of Four Thousand Dollars (**\$4,000**) for the operation and maintenance of the **Fitts Museum**. Said funds to be expended under the direction of the Trustees of the Fitts Museum. (By request of the Trustees of the Fitts Museum).

(Recommended by the Board of Selectmen by a vote of

(Recommended by the Budget Committee by a vote of)

ARTICLE 14.

To see if the town will vote to raise and appropriate the sum of Two Thousand Five Hundred Dollars (**\$2,500**) to be placed in the existing **Town Office Building Maintenance Fund**. Said funds to be expended under the direction of the Board of Selectmen.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 15.

To see if the town will vote to raise and appropriate the sum of Four Thousand Five Hundred Dollars (**\$4,500**) to be placed in the existing **Smyth Memorial Building Fund**. Said funds to be expended under the direction of the Board of Selectmen.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE 16.

To see if the Town will vote to raise and appropriate the sum of Two Million Nine Hundred and Ninety-Eight Thousand Dollars (\$2,998,000) for the construction of a new Police Department Facility, and to authorize the issuance of not more than Two Million Nine Hundred and Ninety-Eight Thousand Dollars (\$2,998,000) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the selectmen to issue and negotiate such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof and to apply for, obtain and accept federal, state or other aid, if any, which may be available for said project and to take such other actions or to pass any other votes relative thereto as shall be in the best interest of the Town of Candia. (Recommendations required) (3/5 ballot vote required).

ARTICLE 17.

To see if the town will vote to rescind Warrant Article 27 of March 27th, 1993, Town Meeting in the sum of Four Thousand Dollars (**\$4,000**) and will remain in the undesignated fund balance.

ARTICLE 18.

To see if the town will vote to dissolve the expendable trust fund established in 2008 know as the "**Incinerator Decommissioning and Site Closure Expendable Trust Fund**". Said funds in the amount of **\$1,137**, plus accumulated interest to date of withdrawal, shall lapse to the Town's undesignated fund balance.

ARTICLE 19.

To see if the Town will vote to raise and appropriate the sum of One Hundred Thirty-Five Thousand Dollars (**\$135,000**) to be added to the **Future Capital Improvements Capital Reserve Fund** previously established. This sum to come from undesignated fund balance. No amount to be raised from taxation.

(Recommended by the Board of Selectmen by a vote of)

(Recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of Six Thousand Eight Hundred Seven Dollars (**\$6,807**) in support of the **Rockingham County Community Action**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of Four Thousand Dollars (**\$4,000**) in continuation of its support of the **Visiting Nurse Association of Manchester and Southern New Hampshire**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of Two Thousand Dollars (**\$2,100**) in continuation of its support of the **Rockingham County Nutrition and Meals on Wheels Program**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of One Thousand Four Hundred Dollars (**\$1,400**) in continuation of its support of **Waypoint (formally Child and Family Services)**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of One Thousand Dollars (**\$1,000**) in continuation of its support of the **CASA** (Court Appointed Special Advocates for Children).

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of One Thousand Dollars (**\$1,000**) in support of the **Home Health and Hospice Care**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of One Thousand Dollars (**\$1,000**) in continuation of its support of **Big Brother/Big Sister**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote of)

ARTICLE .

To see if the Town will vote to raise and appropriate the sum of Two Hundred Twenty-Five Dollars (**\$225**) in continuation of its support of the **Retired and Senior Volunteer Program**.

(Recommended by the Board of Selectmen by a vote of)

(Not recommended by the Budget Committee by a vote)

ARTICLE X. To see if the Town will vote to authorize the Selectmen to formally transfer the management and responsibility for the following town-owned properties to the Candia Conservation Commission, to be held forever in trust for the benefit and enjoyment of the citizens:

1. High Street (Map 404, Lot 118) 10.30 acres off Donovan Road.
2. High Street (Map 405, Lot 042-1) 2.38 acres off Donovan Road.
3. High Street (Map 405, Lot 042-2) 5.10 acres off Donovan Road.
4. High Street (Map 411, Lot 038) 35 acres off Donovan Road.

Further, to designate these properties, in accordance with RSA 31:110, as a part of the Candia Town Forest System.

Warrant Article xx

To see if the Town will vote to allow the Candia Conservation Commission to expand the existing Dennis Lewis Town Forest and permanently protect it by combining the Town Properties currently under the management and responsibility of the Conservation Commission in the New Boston Road area and putting a Conservation Easement on them at no additional expense to the Town. Said properties are shown on the 2022 Schedule of Town Property as Map/Lots 406-081-1, 406-082, 406-083, 406-100-1 and 406-103-1, an area consisting of 78.6 +/- Acres.

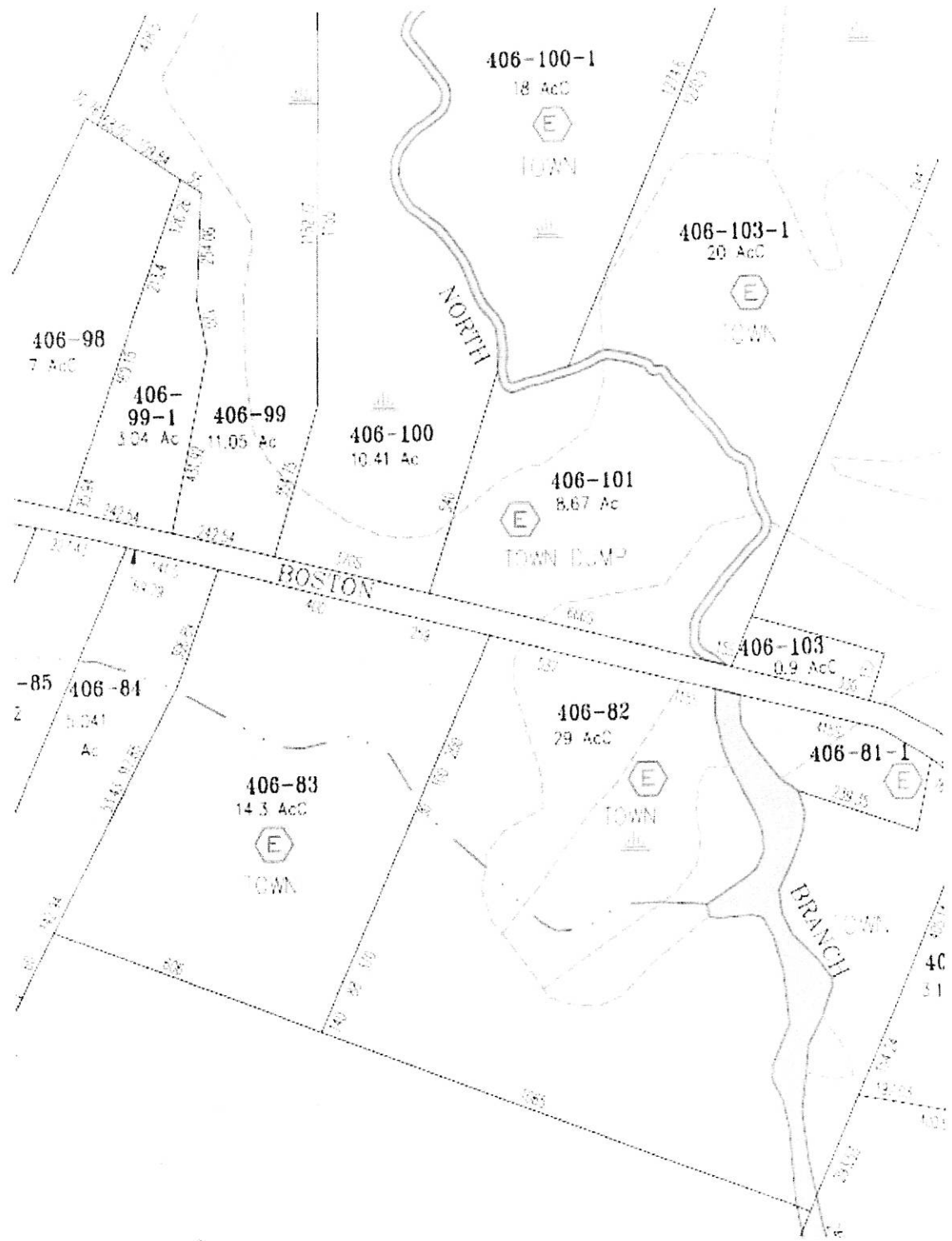
(-Submitted by the Candia Conservation 11/15/2023)

SCHEDULE OF TOWN PROPERTY

<u>Map/Lot</u>	<u>Prop. Type</u>	<u>Location</u>	<u>Property Information</u>	<u>Value</u>
401-001-001	* Land	Deerfield Road	82 acres	4,756
402-009	* Land	North Road	13.5 acres	177,100
404-118	* Land	Donovan Road	10.3 acres (Tax deed 2014/ CCC manages)	13,700
404-064	* Land	High Street	30 acres (Formerly deeded to Fire Dept.)	203,800
404-068	* Land	High Street	1 acre (Taken through tax deed in 1997)	10,900
404-083	Land	Knowlton Road	.02 acres	500
404-084	Land	Knowlton Road	8.55 acres	20,500
404-115	* Land	Donovan Road	4.6 acres	12,600
405-001	Land/Buildings	194 High Street	.60 acres (Old Library)	194,500
405-008	Land	Cemetery	Hill Cemetery	0
405-042-1	Land	Off High Street	2.38 acres	5,600
405-042-2	* Land	Off High Street	5.1 acres (Tax deed 2014/CCC manages)	11,600
405-069	* Land	Fogarty Road	13.5 acres	36,700
406-006	Land/Buildings	185 High Street	Fitts Museum (.4 acres)	261,500
406-018-0A	Land	55 High Street	9.14 acres (New Smyth Library)	145,600
406-021	Land/Buildings	12 Deerfield Road	Moore Elementary School 16.07 acres	4,578,400
406-075-1	Land	Deerfield Road	.30 acres	7,200
406-081-1	* Land	New Boston Road	1.3 acres ➤	121,300
406-082	* Land	New Boston Road	29 acres ↖	106,200
406-083	* Land	New Boston Road	14.3 acres ↖	86,900
406-100-1	* Land	New Boston Road	19 acres ↖	152,800
406-101C	Land/Buildings	119 New Boston Road	Old Recycling Center	145,800
406-103-1	* Land	New Boston Road	15 acres ↖	147,500
406-179	Land	Deerfield Road	Deerfield Road Cemetery (6 acres)	0
406-197	Land/Buildings	11 Deerfield Road	Fire Department (1 acre)	475,300
407-031-2	Land	Critchett Road	.12 acres Cemetery	0
407-073	Land	Beane Island Road	.19 acres (Taken through tax deed in 2009)	3,000
407-074	Land	Island Road	Beane Island Road Cemetery	0
408-008	Land	Depot Road	Depot Road Cemetery	0
408-030-021	Land/Buildings	29 Deer Run Road	Recycling Center (10.16 acres)	395,700
408-033	Land	Raymond Road	.10 acres	300
408-077	Land	Langford Road	.23 acres (Taken through Tax Deed in 2003)	26,200
409-089	Land	Candia Road	Holbrook Cemetery (21.26 acres)	2,600
409-094	Land/Buildings	74 High Street	Town Office Bldg & Moore Park (8.7 acres)	739,600
409-107-1	Land	Off Raymond Road	.46 acres (Taken through tax deed in 2016)	12,000
409-150	* Land	Depot Road	.95 acres	5,200
409-193-1	Land	Raymond Road	11.02 acres	38,100
410-010	* Land	Flint Road	64 acres	284,900
410-148	Land	Old Manchester Road	.3 acres	10,700
410-161	Land	Old Candia Road	.96 acres	63,200
410-162	Land	Old Route 101	9.55 acres	161,500
410-162-1	Land	Old Candia Road	2.52 acres	8,800
411-036	* Land	Donovan Road	25 acres	37,100
411-038	* Land	Donovan Road	35 acres (Tax deed 2014/CCC manages)	22,100
412-003	* Land	Off Tower Hill Road	51 acres	38,000
412-004	* Land	Hemlock Drive	12.75 acres	146,100
413-067	* Land	Old Mill Road	.08 acres	2,800
413-082	* Land	Chester Turnpike	.25 acres	7,400
414-007	Land	Chester Road	.37 acres	37,700
414-016	Land	Brown Road	13.9 acres	171,800
414-024	Land	Brown Road	.09 acres	3,400
414-151	Land	Crowley Road	14 acres (Taken through tax deed in 2002)	172,700
		Town Office Furniture & Equipment		266,800
		Town Vehicles		1,074,114
		Fitts Museum Contents		50,000
		Recycling Center Contents & Equipment		550,000
		Fire Department Equipment		1,147,000
		Cemetery Shed Contents		7,500
		Old Library Contents		75,000
TOTAL				42,482,070

Note: Property values noted are from 2019 revaluation assessment.

* Properties flagged above are under the management and responsibility of the Conservation Commission as per town meeting votes of 1999, 2002, 2004, 2008, and 2016.



TOWN OF CANDIA

LOOK
PLEASE READ
m BER
RD 5/1

Policy Number: 2011-001-5
Subject: RETURNED CHECK
Sub-Policy of: INTERNAL CONTROL MASTER POLICY
Adoption Date: May 9, 2011
Revision Date:
Effective Date:
Supersedes: Handling Bad Checks Policy, adopted 1/22/1996

SECTION 1. PURPOSE

The Town of Candia deposits substantial sums of money each year carrying out the many functions and services that it provides. Taxpayers have a right to expect that the municipality's operations be carried out efficiently and expeditiously with adequate financial control and accountability.

The objective of this policy is to attempt to strike a balance between the need for department operating efficiency and flexibility, and the need for financial control and accountability. It is also the purpose of this policy to establish procedures for the handling, turnover, and timely deposit of Town monies collected by departments, boards, and commissions.

This policy shall be known as the "Town of Candia Returned Check Policy" and may be cited as such and is a sub-policy of the "Town of Candia Internal Control Master Policy".

SECTION 2. PROCEDURE

- 2.1 When the Treasurer receives notice that a check has been returned due to insufficient funds, **or other reasons**, s/he will stamp the check **notice** with the date received and immediately turn it over to the appropriate Department Head. A copy of the returned check **notice** will also go to the ~~Payroll & Accounting Clerk~~ **Finance Office for recording purposes.** ~~to record in the accounting system against the revenue in which it was originally posted.~~
- 2.2 Upon receipt of the returned check **notice** from the Treasurer, the Department Head ~~should~~ **shall** immediately ~~phone~~ **contact** the person who made out the check, note the date called, and allow the person one week ~~only~~ from the date of the ~~phone call~~ **contact** to "make good" on the check. **Repayment of the money shall be made either by cash, money order or bank certified check.** The check writer will also be informed that a return check fee of \$25.00 will be charged, in accordance with RSA 80:56. ~~(This person will have already been notified by their bank that there had been insufficient funds in their account to cover it.)~~

- 2.3 If Step 2.2 is unsuccessful, the Department Head shall send a certified letter to the person who made out the check. ~~The letter will include the \$25.00 return check fee and the certified mail fee.~~ A copy of the letter shall be given to both the Treasurer and the ~~Finance Office. Payroll & Accounting Clerk,~~ as well as ~~notification as to the date the phone call was made in Step 2.~~ The person is ~~shall be given~~ allowed 14 days ~~only~~ from the date they received the letter to "make good" on the check.

- 2.4 By the end of that 14-day period, if Step 2.3 is unsuccessful, the matter shall be turned over ~~to the Police Department~~ by the Department Head. ~~to the Police Department. The Police Department will keep~~ the Treasurer and the ~~Payroll & Accounting Clerk~~ ~~Finance Office up-to-date on the status of the matter.~~ ~~shall be notified when the matter has been turned over to the Police Department.~~ In the case of the Town Clerk's department, an Administrative Complaint ~~will~~ may be sent to the Financial Responsibility Section of the Department of Motor Vehicles, ~~upon the discretion of the Town Clerk.~~

- 2.5 Payment for a returned check must be either in the form of cash, money order, or certified check. If paid by check, the \$25.00 fee must be paid separately from the original amount of the check. Information as to whom and the purpose of the payment should be documented and placed with the daily deposits. Return check charges should be noted as a separate revenue item.

SECTION 3. NON-COMPLIANCE

Violation of any portion of these policies may lead to disciplinary action, up to and including termination of employment.

~~Amendments~~ adopted by vote of the Board of Selectmen on this date the 9th of May, 2011.

~~_____~~
Chairman

~~_____~~
Vice – Chairman

~~_____~~
Selectman

~~_____~~
Selectman

~~_____~~
Selectman

LOOK
PLEASE READ

BES
for
RD
54
12

TOWN OF CANDIA

Policy Number: 2019-001
Subject: Office Supplies
Adoption Date:
Revision Date: August 28, 2023
Effective Date: August 28, 2023
Supersedes: Office Supplies policy adopted 10/13/1992

In order to gain better control of office supply purchases and needs for all Town Office departments, the following procedure is to be followed:

- No supply orders are to be placed individually; all supply orders are to be placed by the Selectmen's Office. (The reason for this is that most often items purchased in bulk are cheaper, and the Selectmen's Office may have knowledge of more economical vendors). Departments may request and receive specific supplies; however, the Selectmen's Office will keep a supply of general office supplies which will be available to departments. ~~by requisition.~~
- ~~Departments shall inform the Selectmen's Office of any office supplies that need to be ordered. Departments will be charged for the supplies received. Any office supplies that are needed should be requested on an Office Supply Requisition (sample attached). All requests should be made on the attached form through the Selectmen's Office. No supplies should be taken from inventory (including pads of paper, pens, toner anything). Your department will be charged for the supplies it receives.~~
- ~~Departments will be asked to submit requisitions in January then again in the summer/fall for the bulk of their individual departmental supply needs. (So plan ahead!) Small orders may be placed by the Selectmen's Office for your department at other times throughout the year for "emergency" items.~~
- ~~A copy of the requisition should be kept for your records until the order is filled; the original should be submitted to the Selectmen's Office.~~
- ~~When an order is placed, the Selectmen's Office will oversee the order confirmation and provide a copy to both the Department and Finance Office. The costs will be charged to the "Supply Line" of your budget unless noted otherwise. When your order is filled, the Selectmen's Office will record the charges to your department on the requisition and return the copy of it to you for your information. The charges will automatically be charged to the "Supply Line" of your budget.~~

Violation of any portion of these policies may lead to disciplinary action, up to and including termination of employment.

Amendments adopted by vote of the Board of Selectmen on this date, **XXX, 2023.**

Chairman

Vice Chairman

Selectman

Selectman

Selectman

Received and Recorded: _____, 2023

Donna Hetzel, Town Clerk

LOOK
PLEASE READ

REB
RM
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PC

TOWN OF CANDIA

POLICY NUMBER: 2021-001-1
SUBJECT: ~~CREDIT CARDS~~
ADOPTION DATE: August 30, 2021
REVISION DATE:
EFFECTIVE DATE: August 30, 2021
SUPERSEDES:

SECTION 1. PURPOSE

The purpose of this policy is to establish the procedure for the use of credit cards issued to the Town of Candia by the departments to which the cards have been issued. The policy is enacted to ensure that only purchases made by authorized individuals are for goods or services provided for in the department's budget and that a proper accounting is made upon receipt of each statement.

SECTION 2. APPROVAL OF PURCHASES

- A. The Department Head shall have full authority to delegate use of the credit card assigned to that department for purchases of goods and services which are identified within the department's annual budget.
- B. ~~Purchases between \$1,000 and \$10,000— Consistent with the Town's Purchasing Policy~~
When applicable, the Department Head shall contact and obtain approval from the Selectman Liaison in accordance with the purchase cost thresh-holds as authorized by the Board of Selectmen in the Town's Purchasing Policy.

Note: The above thresholds do not include costs for shipping and/or freight.

SECTION 3. PROCEDURE

- A. The Credit Card is to be used only by the Department Head, his or her designee, or a designee appointed by the ~~Town Administrator. Board of Selectmen.~~
- B. Each Department issued Town of Candia credit cards shall have appropriate internal controls established to ensure that they are used only for authorized purposes.
- C. If a credit card is lost or stolen, it should be reported immediately to the Department Head, Finance Department and ~~Town Administrator. Board of Selectmen.~~
- D. ~~The Board of Selectmen~~ ~~Town Administrator~~ will make all decisions regarding the issuing of individual cards and the establishment of any and all additional controls for their use.

Each card will have a specific credit limit based on department usage and anticipated needs, as determined by the Department Head and ~~Board of Selectmen~~ **Town Administrator**.

- E. The Town bears no legal liability from inappropriate use of Credit Cards. The employee shall be responsible for any inappropriate use of the credit card and if any inappropriate use is found it will be grounds for termination. The employee will be responsible for any costs incurred to the Town of Candia for such inappropriate use of the credit card. The Town of Candia reserves the right to seek recovery from the individual for inappropriate conduct.
- F. Following the usage of the Credit Card, a receipt stating the item purchased, department expense account number, vendor's name, date, and amount of the purchase shall be turned into the Finance Department prior to the end of the following week. Should the receipt not be available at that time, an explanation to the Finance Office must be given as to why.
- G. The Cardholder must read and understand this policy. He or she must sign a form stating they understand the policy. This signed form will be placed in their personnel file.
- H. The credit card must be turned into the Town **Administrator** when the cardholder terminates their employment.
- I. The use of the credit card may be revoked at any time by the Board of Selectmen ~~and/or~~ **Town Administrator**.

SECTION 4. SECURITY PRECAUTIONS

It shall be the responsibility of each department head to provide adequate physical security for the card and ensure that only authorized individuals are permitted use of the card or the account number assigned to the card. Department heads are required to notify the Candia Police Department and the ~~Board of Selectmen~~ **Town Administrator** of any unauthorized use of the card.

SECTION 5. APPLICABILITY

These procedures apply to all Departments of the Town of Candia.

Amendments adopted by vote of the Board of Selectmen on this XX day of XXXXX, 2023

Chairman

Vice Chairman

Selectman

Selectman

Selectman

Received and Recorded _____, 2023

Donna Hetzel, Town Clerk

November XX, 2023

House Municipal and County Government Committee
Legislative Office Building 301
Concord, New Hampshire 03301

Re: HB XXX and efforts to limit towns' ability to budget for legislative advocacy

Dear Chairman Turcotte and Members of the Committee:

To preserve local budget control, bring the best resources to our staff, and access valuable training and education services, the **BOARD OR ENTITY** writes to strongly oppose any legislation intended to make it harder for towns and cities to budget for collective advocacy, like 2023's HB 51 and 2022's HB 1033.

We are members of the New Hampshire Municipal Association, a voluntary, nonprofit organization whose membership includes all 234 of New Hampshire's 234 cities and towns. For us and all its members, NHMA is a source of information, assistance, legal counsel, and legislative advocacy on local government issues. Any legislation that can create an obstacle to using our discretion as a board to maintain our membership threatens not only our access to NHMA and similar entities, but also their very existence as a member founded, member-funded organization.

Here are three things to consider about how we use our local funds:

First, as the only organization that provides us with legislative advocacy services, NHMA is a voluntary and member-driven organization that relies on local funds. Those funds are appropriated through the legal, transparent, local budget process led by elected officials who sit on the many boards and committees across New Hampshire. Taxpayers know where their money is going, and they are free to advocate against our membership if they would like. As a result, HB _____ dilutes the authority of town voters as well.

Second, NHMA is far from the only specialty advocate that would be threatened by this sort of law. Many officials and employees in our town and others are members of professional organizations that provide advocacy services, including but not limited to building officials, assessing officials, town and city clerks, planners, police officers, firefighters, public works employees, and school district officials.

Third, these groups deliver valuable services outside their legislative advocacy. They provide training and educational opportunities, often with state partners, to ensure their members understand the law and best practices. Undermining their ability to exist would mean local officials will not receive explanations of the effects of legislation on themselves and their constituents and must try to make public policy without all the information they need. NHMA was founded for local officials by local officials in 1941, with a recognition that a shared voice to state leaders was more efficient and more effective than local officials from 234 cities and towns attempting to follow all legislation affecting local government.

HB _____ threatens the core concept of local control: local voters making decisions about how local funds are spent. We therefore ask the committee to find any proposed legislation aiming to control how we spend our local budgets and pursue collective advocacy *inexpedient to legislate*.

Sincerely,

SIGN WITH TITLE BELOW

AGREEMENT

TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION DEBRIS, AND GLASS

This Agreement made and entered into this _____ day of _____ 2023 by and between the Town of Candia, organized under the laws of the State of New Hampshire (hereinafter referred to as the "Town") and Waste Management of New Hampshire, Inc., a corporation organized under the laws of the State of New Hampshire and having a place of business at 26 Patriot Place Suite 300, Foxboro, Massachusetts 02035 (hereinafter referred to as the "Contractor").

WHEREAS the Town owns certain real property and equipment necessary to operate and manage a solid waste transfer station ("Transfer Station");

WHEREAS, the Contractor owns and operates a sanitary landfill, separation facility, and/or material recovery facility in accordance with applicable laws of the State of New Hampshire;

WHEREAS, Contractor is qualified to service solid waste transfer stations in accordance with applicable Federal, State, and local laws; and

WHEREAS, the Town desires to engage Contractor to transfer municipal solid waste at the Transfer Station for transportation and disposal to designated processing facilities.

WHEREAS, the Board of Selectmen are authorized to execute this Agreement pursuant to local and state regulations.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Town and the Contractor hereby agree as follows:

1. **DEFINITIONS.**

- A. **Transfer Station**: A facility operated by the Town, developed for the receipt and processing of solid waste (including, but not limited to: Municipal Solid Waste, Construction and Demolition Debris, and Recyclable Materials).
- B. **Disposal Facility**: Shall mean a permitted solid waste disposal facility selected by Contractor that will receive, process, and dispose of all solid waste materials from the Town.
- C. **Municipal Solid Waste ("MSW")**: Non-baled solid waste normally generated and disposed of by households and small businesses within the Town, and not containing any Special Waste or Hazardous Waste as defined and set forth on Exhibit B attached hereto.
- D. **Construction and Demolition Debris (Demo Debris)**: Shall be defined consistent with applicable statute and regulation and shall include the following items: wood, siding, shingles, concrete, and bricks. Demo Debris shall, in no event include Municipal Solid Waste, Special Waste, Hazardous Waste or

appliances that may contain or have contained Chlorofluorocarbons, or "CFCs" as commonly understood.

E. **Hazardous Waste:** Shall be defined under Exhibit B.

F. **Special Waste:** Shall mean any waste material, as defined in Exhibit B, that Contractor agrees to accept, which is generated within the Town and that is classified as a special waste by Contractor, or the State where the Disposal Site is located ("Special Waste"). Special Waste must be profiled by the generator by completing a Waste Profile Sheet to be supplied by Contractor and such waste may be subject to testing and analysis by a laboratory approved by Contractor as a condition of acceptance. The results of the laboratory analysis will be reviewed by the Contractor and if required, by the appropriate state agencies, before any decision can be made regarding its transportation or disposal. Loads hauled by Contractor from the Transfer Station to the Disposal Site will be inspected periodically to ensure compliance with Contractor's Special Waste handling procedures and the requirements of the Waste Profile Sheet completed by the Generator and approved by Contractor.

G. **Unacceptable Waste:** Shall be defined under Exhibit B.

2. **TERM.**

The term of this Agreement shall be for a period of five (5) years, commencing on February 1, 2024, through and including January 31, 2029. Upon mutual consent of the parties, this Agreement may be extended for one additional period of five years (5) years subject to mutually agreeable pricing terms. Annual renewals are contingent upon approved funding at the Town Meeting.

3. **SCOPE OF SERVICES.**

Collection and Transportation of Municipal Solid Waste and Demo:

The Contractor shall provide the expertise, labor and equipment (unless the equipment is Town owned) to haul the loaded roll-off containers from the Town's Transfer Station to the Disposal Facility on an on-call or scheduled basis as requested by the Town.

MSW and Demo Debris Disposal:

Subject to the Disposal Facility's permitted and operational capacity, Contractor shall transport MSW from the Transfer Station for disposal at the Disposal Facility. Contractor may at any time refuse to accept for disposal any Hazardous Waste, Special Waste or Unacceptable Waste, as defined in Exhibit B. Title to and liability for any Hazardous, Special Waste or Unacceptable Waste shall remain with the Town.

4. PAYMENT.

The Contractor shall bill the Town for the services rendered at the rates listed in Exhibit A within ten (10) days following the end of the month during which services were rendered. Town shall pay for the services provided by the Contractor in accordance with the aforementioned charges within 30 days from the date of Contractor's invoice. Town shall pay a service charge on all past due amounts at a rate of 18% per annum.

Non- Appropriation:

In the event that funding is not approved at the Annual Town Meeting, this Agreement would become void upon notice to the Contractor by the Town and Town shall be obligated to pay for all services rendered prior to Contractor's receipt of notice to terminate services.

5. COLLECTION EQUIPMENT.

The Contractor's equipment shall be in good repair and designed for the collection and transportation of materials collected at the Town Transfer Station. Each vehicle shall have clearly visible on each side, the name and phone number of the Contractor. Any Town supplied equipment including but not limited to compactors and containers shall be in good repair, compatible with Contractor's transportation vehicles and will have all safety features operable rendering equipment capable of being safely transported along public and private roadways.

6. PERMITS AND LICENSES.

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

7. COMPLIANCE WITH LAWS AND REGULATIONS.

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

8. INDEPENDENT CONTRACTOR.

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town. The Contractor shall have exclusive control of and the exclusive right to

control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of the Town, and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

9. INDEMNIFICATION.

The Contractor agrees to indemnify, save harmless, and defend the Town from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by Contractor's employees, or its subcontractors breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Contractor's or its employees, or its subcontractors in the performance of this Agreement

The Town agrees to indemnify, save harmless, and defend the Contractor from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by Town's breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Town or its employees in the performance of this Agreement.

In no event, whether in contract, tort or otherwise shall either party be liable to the other for any special, indirect, incidental or consequential damages.

10. NON-ASSIGNMENT.

Neither Contractor nor Town shall assign, transfer, convey, or otherwise hypothecate this Agreement of their rights, duties, or obligations hereunder or any part thereof without the prior written consent of the other, which consent shall not be unreasonably withheld, provided that Contractor shall have the right to assign this Agreement, without consent of the Town, in the event of a corporate reorganization, transfer to an affiliate, merger or transfer of substantially all of Contractor's assets.

11. INSURANCE.

Contractor shall obtain and maintain insurance throughout the term of this Agreement, at Contractor's sole cost and expense, not less than the insurance coverage set forth below. Town of Candia, NH will be named as additional insured on the insurance policy.

<u>Coverage</u>	<u>Limits of Liability</u>	
Worker's Compensation	Statutory	
Employer's Liability	\$1,000,000	
Personal/Bodily Injury Liability	\$2,000,000	Combined Single Limit
Property Damage Liability	\$2,000,000	Combined Single Limit
Automobile Bodily Injury	\$5,000,000	Combined Single Limit
Automobile Property Damage	\$5,000,000	Combined Single Limit

12. TERMINATION.

Either party may terminate this Agreement in the event of the other's failure to perform any material obligation under this Agreement after thirty days' written notice and opportunity to cure the default within such thirty-day notification period.

13. EXCUSE FOR PERFORMANCE.

Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control ("Force Majeure Event"), whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, changes in applicable laws or regulations and interpretations thereof, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, pandemics, and the inability to obtain equipment. The affected party shall be excused from performance during the occurrence of such events.

14. NOTICES.

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

To the Town:
Town of Candia
74 High Street
Candia, NH 03034
Att: Board of Selectman

To the Contractor:
Waste Management of New Hampshire, Inc.
26 Patriot Place, Suite 300
Foxboro, MA 02035
Att: President

or to such other address as the parties may designate in writing. The Public-Sector Representative at the time of this Agreement is Roy Boyer, whose office is located at 26 Liberty Drive, Londonderry, NH 03053.

15. **AMENDMENT.**

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

16. **SEVERABILITY.**

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

17. **SUCCESSORS AND ASSIGNS.**

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

18. **ENTIRETY.**

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

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

Town of Candia Board of Selectman

Board Member

Date

Board Member

Date

Board Member

Date

Board Member

Date

Board Member

Date

Waste Management of New Hampshire, Inc.

By: Christopher DeSantis, President
Duly Authorized

Date

EXHIBIT A
RATES

MSW Hauling and Disposal

Year	Waste Equipment Type, Size and Quantity	Ownership	Transportation Per Haul	Disposal Per Ton
February 1, 2024 – January 31, 2025	2 yd Compactor and 1 - 42 yd Container	Town Owned Compactor & 1 - WM Owned 42 Yd Container	\$280.00	\$90.00
February 1, 2025 – January 31, 2026	2 yd Compactor and 1 - 42 yd Container	Town Owned Compactor & 1 - WM Owned 42 Yd Containers	\$300.00	\$95.00
February 1, 2026 – January 31, 2027	2 yd Compactor and 1 - 42 yd Container	Town Owned Compactor & 1 - WM Owned 42 Yd Containers	\$320.00	\$100.00
February 1, 2027 – January 31, 2028	2 yd Compactor and 1 - 42 yd Container	Town Owned Compactor & 1 - WM Owned 42 Yd Containers	\$340.00	\$105.00
February 1, 2028 – January 31, 2029	2 yd Compactor and 1 - 42 yd Container	Town Owned Compactor & 1 - WM Owned 42 Yd Containers	\$360.00	\$110.00

C&D Hauling and Disposal

Year	Waste Equipment Type, Size and Quantity	Ownership	Transportation Per Haul	Disposal Per Ton
February 1, 2024 – January 31,2025	1 – 40 yd Roll Off	1 - WM Owned	\$240.00	\$105.00
February 1, 2025 – January 31,2026	1 – 40 yd Roll Off	1 - WM Owned	\$252.00	\$110.00
February 1, 2026 – January 31,2027	1 – 40 yd Roll Off	1 - WM Owned	\$265.00	\$115.00
February 1, 2027 – January 31,2028	1 – 40 yd Roll Off	1 - WM Owned	\$278.00	\$120.00
February 1, 2028 – January 31,2029	1 – 40 yd Roll Off	1 - WM Owned	\$292.00	\$125.00

Glass – Hauling to TREE

Year	Waste Equipment Type, Size and Quantity	Ownership	Transportation Per Haul	Disposal Per Ton
February 1, 2024 – January 31,2025	1 – 30 yd Roll Off	1 - WM Owned	\$315.00	\$45.00
February 1, 2025 – January 31,2026	1 – 30 yd Roll Off	1 - WM Owned	\$330.00	\$47.00
February 1, 2026 – January 31,2027	1 – 30 yd Roll Off	1 - WM Owned	\$347.00	\$49.00
February 1, 2027 – January 31,2028	1 – 30 yd Roll Off	1 - WM Owned	\$365.00	\$51.00
February 1, 2028 – January 31,2029	1 – 30 yd Roll Off	1 - WM Owned	\$383.00	\$53.00

Trip Fee Charge (if applicable) \$185.00 per trip

Trip charges may be applied under the following conditions:

- Scheduled container is blocked when Contractor arrives on site to haul.
- Scheduled container is overweight or overloaded and must be off-loaded before it can be safely hauled.
- Any event caused by the Town that prohibits Contractor from servicing a scheduled container.
- Town cancels a scheduled haul and fails to provide Contractor notice of at least one full business day.

Minimum Tonnage Charge (if applicable) 3 Ton Minimum

The Minimum Tonnage Charge shall apply to MSW and Demo/Bulky roll-off loads that are less than the three (3) ton minimum weight threshold. The charge shall be calculated by subtracting the actual weight, as determined by the scale ticket, from the minimum threshold. For example, if a load weighs 2.9 tons, it would be subtracted from the 3-ton threshold and the difference of 0.1 tons would be multiplied by the current applicable per ton rate.

Fuel Adjustment Formula

Given the volatility of fuel prices, the following fuel adjustment formula shall apply. The adjustment shall be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) for the New England region, from the established baseline of \$4.00 per gallon (including taxes) of diesel fuel.

The increase or decrease, as determined above, will be applied to the volume of fuel used, which will be fixed at 7 gallons per haul. Adjustments will be made bi-annually on February 1 and August 1, based on the average cost of diesel for the six months prior to adjustment (e.g., 2/1/24 to 7/31/24 for 8/1/24 adjustment).

Charge Fuel Adjustment Example: Average Fuel Price Per DOE = \$5.00 per Gal

Established Baseline Fuel price	= \$4.00 per Gal
Increase	= \$1.00 per Gal
Fuel Adjustment (\$1.00 x 7 Gals)	= \$7.00 charge per haul

Credit Adjustment Example:

Average Fuel Price Per DOE	= \$3.00 per Gal
Established Baseline Fuel price	= \$4.00 per Gal
Decrease	= \$ 1.00 per Gal
Fuel Adjustment (\$1.00 x 7 Gals)	= (\$7.00) credit per haul

Other Increases

Contractor may increase rates to reflect increased costs resulting from the occurrence of uncontrollable circumstances which are documented by Contractor, including, without limitation, acts of God (such as fire and floods); changes in local, state or federal laws or regulations; imposition of taxes, fees, and surcharges. Contractor may also, on an annual basis, propose increases in rates to account for any increase in disposal, environmental or transportation (excluding fuel increases) costs.

EXHIBIT B

Hazardous Waste means any material or substance, which, by reason of its composition or characteristics is:

- Toxic or hazardous waste or hazardous substance as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced, amended, expanded or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or any federal and/or state laws or similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations or policies thereunder.
- Special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954.
- Other materials, which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill.

Special Waste shall include, but not be limited to, the following:

- Ash from the incineration of MSW, fossil fuels, wood, medical waste
- Asbestos containing materials
- Municipal wastewater treatment sludge
- Catch basin grit, sewer grit, sandblast grit
- Off-specification, outdated or unused commercial chemical products
- Contaminated soils
- Creosote treated wood
- Wood chips, C&D fines
- Drummed wastes
- Industrial process wastes
- Leather wastes
- Pulp and paper mill sludges
- Agricultural/organic wastes
- Treated medical Waste Management
- Liquid wastes
- Decharacterized soils

Unacceptable Waste means a regulated quantity of any of the following except as authorized by applicable law and regulations approved from disposal pursuant to Contractor's policies and procedures regarding such waste streams:

- A containerized or any other form of waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
- A waste transported in a bulk container.

- A liquid waste.
- A sludge waste.
- A waste from an industrial process (i.e. residue).
- A waste from pollution control process.
- Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or waste listed in 1-6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
- Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in 1-7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
- Any uncharacterized waste, pursuant to federal, state or local regulations.
- Chemical waste from a laboratory.
- Articles, equipment and clothing containing or contaminated with polychlorinated biphenyl's (PCBS).
- PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
- Asbestos contained in or from waste from building demolition, renovation or cleaning.
- Commercial products or chemicals whether off-specification, outdated, contaminated or banned.
- Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.
- Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes that if they are untreated, autoclaved or otherwise heat-treated.
- Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
- Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives.
- Pumpings from septic tanks of any size used exclusively by dwelling units.
- Sludge from a publicly-owned sewerage treatment plant serving primarily domestic users.
- Regulated quantities of grease trap wastes from any source.

- Wash water wastes from commercial laundries or laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
- Wash water wastes from commercial car washes.
- Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
- Waste produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
- Closed Cartridge filters from dry cleaning establishments.
- Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.
- Materials subject to waste “bans” as defined by law applicable to the material, the Transfer Station or the Disposal Facility, including without limitation, all waste subject to disposal restrictions under DEP solid waste management regulations.
- Materials or “White Goods” that contain or have contained CFCs as regulated under the Clean Air Act Amendment of 1990 (CAAA), Title VI, “Stratospheric Ozone Protection.” Title 40 (CFR) Part 82.
- Universal Wastes as listed by the State of New Hampshire Hazardous Waste Management Regulations, Chapters Env-WM 1100 through 1114. Universal Wastes are: cathode ray tubes, fluorescent lamps, mercury containing devices, batteries, pesticides, and antifreeze.
- Waste that contains information that is protected by federal and state privacy and securities law.
- Waste that could negatively impact the operations at the Disposal Facility.