

St.Germain • Collins

October 7, 2015

Mike Wimsatt
New Hampshire Department of Environmental Services
Waste Management Division
Permitting and Design Review Section
29 Hazen Drive
PO Box 95
Concord, New Hampshire 03302



Re: Supplemental Submission
Type 1A Modification to Solid Waste Management Facility Permit
Blow Bros. dba Bestway Disposal Services
43 Industrial Drive
Belmont, New Hampshire
Permit Number: DES-SW-SP-05-002
St.Germain Collins File No.: 3401

Dear Mr. Wimsatt:

St.Germain Collins is submitting, on behalf of Blow Bros. dba Bestway Disposal Services (Bestway), this supplemental submission to the Type 1A Modification to Solid Waste Management Facility Permit application submitted to New Hampshire Department of Environmental Services in January 2015.

As recently requested, please find enclosed a copy of an executed Purchase Agreement between Kenneth & Cheryl Ellis and Casella Waste Management of Massachusetts, Inc. (CWM), whereby CWM will be acquiring a 50-ft wide strip of vacant wooded land north of the Bestway facility located on CWM and Trash Lady NH LLC properties. The property being purchased is further described in the Purchase Agreement and is shown on an enclosed Site Plan (C-101-A). Also enclosed is an updated revision (October 2015) to the Operating Plan. The plan has been updated to reflect recent operational changes at the facility, including revised hours of operation, elimination of the Single Stream residential drop off area, and to include reference to the new stormwater management pond and hot loads temporary storage pad.

If you have any questions during the review of the enclosed materials, please contact me at (207) 591-7000 or at scottc@stgermaincollins.com.

Sincerely,
ST.GERMAIN COLLINS

Scott D. Collins, P.E.
Vice President

cc: David Allen, Bestway Disposal Services
Toni King, Casella Waste Systems
Archie St. Hilaire, Trash Lady of NH, LLC
Bryan Gould, Cleveland, Waters and Bass, P.A.

EXPERIENCE YOU CAN RELY ON
WHEN IT COUNTS

enclosures

PURCHASE AGREEMENT

This Agreement is dated as of the 2nd day of ~~September~~ OCTOBER, 2015, between Kenneth Ellis and Cheryl Ellis (the "Sellers"), husband and wife, having an address of 9 Weston Road, Belmont, New Hampshire 03220, and Casella Waste Management of Massachusetts, Inc. (the "Purchaser"), a Massachusetts corporation, having an address of 25 Greens Hill Lane, Rutland, Vermont 05701.

Reference is made to the following facts:

A. Sellers own certain real estate in Belmont, New Hampshire, known as "Tax Map 235, Lot 49" (the "Sellers' Property").

B. Purchaser desires to buy, and Sellers desire to sell, on the terms and conditions set forth herein, a portion of the Sellers' Property (the "Premises"), consisting of an approximately 65,101 square foot strip of land, approximately 50 feet wide, adjacent to land of the Purchaser (known as "Tax Map 235, Lot 47") and Trash Lady NH LLC (known as "Tax Map 235, Lot 43" and sometimes referred to herein as the "Transfer Station Parcel") and depicted on the plan attached hereto as Exhibit A.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Sellers agree to sell and Purchaser agrees to purchase the Premises for the sum and upon the terms and conditions as follows:

1. Sale and Purchase. Sellers shall sell and Purchaser shall purchase, subject to the terms and conditions herein, the Premises.

2. Purchase Price. The purchase price (the "Purchase Price") for the Premises shall be Twenty Five Thousand Dollars (\$25,000.00) and shall be paid to Sellers as follows:

(a) An initial deposit of \$5,000.00 shall be paid as a deposit contemporaneously with the execution of this Agreement (the "Deposit"). The Deposit shall be held by Cleveland, Waters and Bass, P.A. (the "Escrow Agent") in escrow in accordance with Section 8 of this Agreement and shall be applied against the Purchase Price.

(b) The balance of the Purchase Price (\$20,000.00) shall be paid by wire transfer, certified check or other satisfactory funds to Sellers at the Closing, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. Except as otherwise provided in this Section 3, the deed and such other instruments as are required to be provided by Sellers shall be delivered on or before thirty (30) days following the issuance of all final, unappealed and unappealable Approvals (as defined below), but in no event later than December 31, 2015 (the "Closing Date"), unless the Closing Date is extended as provided in this Section 3, TIME BEING OF THE ESSENCE. The Closing shall occur at the offices of Cleveland, Waters and Bass, P.A., Two Capital Plaza, Concord, New Hampshire, unless otherwise agreed to by Sellers and Purchaser. If Purchaser has not received all final,

unappealed and unappealable Approvals by December 31, 2015, then Purchaser, upon written notice to Sellers, shall have the right to extend the Closing Date for an additional sixty (60) day period, provided that at the time of such extension Purchaser is in good faith pursuing the Approvals.

4. Warranties and Representations. To induce Purchaser to enter into this Agreement and to purchase the Premises, Sellers hereby warrant and represent to Purchaser as follows:

(a) Sellers have good and marketable title to the Premises, free and clear of all liens, agreements, leases, restrictions, tenancies, parties in possession, assessments, mortgages and other encumbrances, except current use tax classification.

(b) Sellers have not entered into any outstanding contracts, leases, service agreements or other agreements with any person or firm concerning the ownership, operation or development of the Premises that would be binding upon Purchaser or the Premises and Sellers are not aware of any such contracts, leases or agreements which may have been executed by any prior owner of the Premises. Sellers shall not, without the prior written consent of Purchaser, enter into, agree to enter into, modify or amend any such contract, lease or agreement.

(c) There are no actions, suits, claims, proceedings or investigations pending or threatened, which affect the Premises or materially affect Sellers' right to execute and perform this Agreement.

(d) Sellers have not received any notice from any governmental authority that the Premises do not conform with any applicable ordinance, regulation, or building, zoning, or other law, and the Premises conform with all applicable ordinances, regulations, and building, zoning, and other laws.

(e) All plans and specifications, contracts or documents required to be delivered to Purchaser pursuant to this Agreement, (i) are true, correct and complete copies, (ii) are in full force and effect, (iii) have not been modified, amended or supplemented, and (iv) are without default by any party and without any right of set-off except as disclosed to Purchaser in writing at the time of such delivery.

(f) Sellers have no knowledge of any proceedings planned or instituted by any governmental agency to condemn or acquire the Premises or any part thereof by eminent domain.

(g) There are no outstanding real estate taxes, special assessments, betterment assessments, or water and sewer charges due and payable with respect to the Premises.

(h) Sellers have no knowledge of and have received no notice of the presence or release of Hazardous Materials (as defined in Section 6 of this Agreement) or oil, groundwater, soil, or surface water contamination, or any underground storage tanks, located on or affecting the Premises.

5. Title and Deed. At the Closing, good and clear record and marketable fee simple title to the Premises shall be conveyed by Sellers to Purchaser or its nominee by general Warranty Deed, free of all liens, agreements, leases, restrictions, tenancies, parties in possession, assessments, mortgages and other encumbrances, except current use tax classification. At the time of the Closing, each party shall execute and deliver all instruments reasonably necessary or desirable to complete the sale of the Premises or which are customarily provided at commercial real estate closings.

In the event Purchaser notifies Sellers at any time prior to the Closing in writing of any respect in which Sellers' title does not conform with the requirements of this Agreement, then Sellers shall, for a period of time (not to exceed 30 days) use diligent efforts to remove and remedy same and the Closing Date shall be extended during such time. If, at the expiration of such thirty (30) day period, Sellers shall have failed to remove and remedy same, then, at Purchaser's option, this Agreement shall become null and void, the Deposit and all interest thereon shall be forthwith returned to the Purchaser and the parties hereto shall have no further rights and obligations hereunder. Notwithstanding the foregoing, Purchaser shall have the election to accept such title as Sellers can deliver to the Premises in its then condition and to pay therefor the Purchase Price, without deduction.

6. Inspection/Investigations.

(a) From the date of this Agreement until the Closing Date (as may be extended in accordance with this Agreement), Purchaser shall have the right to perform its due diligence review, in such a manner as Purchaser determines, of the condition of the Premises and the intended use thereof. During such time, as Purchaser determines reasonably necessary or desirable, Purchaser and its agents, designees, and employees shall have, and are hereby granted, the right, but shall have no obligation, to enter upon the Premises to undertake such engineering studies, soils tests, subsurface tests, test borings, geotechnical studies, water surveys, percolation tests, boundary and topographical surveys, utility surveys, sewage disposal surveys, drainage determinations, inspections and tests, environmental assessments, tests for Hazardous Materials (defined in subsection (c) below), including test pits and groundwater sampling and/or monitoring wells, traffic and road studies and such other investigations, tests and assessments as Purchaser shall desire (collectively, the "Inspections"). If Purchaser determines during such time, within its sole discretion, that the condition of the Premises is not acceptable for any reason, then Purchaser shall have the right to terminate this Agreement, provided that such termination shall only be effective if written notice of termination is given to Sellers. Purchaser shall be solely responsible for the cost and expense of the Inspections. Purchaser agrees promptly to restore the Premises reasonably to the condition existing immediately prior to the Inspection. Purchaser agrees to indemnify, defend and save Sellers harmless from and against any and all claims, demands or causes of action or other liability, damage, cost or expense resulting from damage or injury to persons or property caused by Purchaser, its agents, servants or its independent contractors while on the Premises to conduct the Inspections.

(b) In the event this Agreement is terminated pursuant to subsection (a) above, then this Agreement shall become null and void, the Deposit shall be forthwith returned to the Purchaser and the parties shall have no further rights or obligations hereunder.

(c) For purposes of this Agreement, the term "Hazardous Materials" shall mean and include those elements or compounds, irrespective of concentration, which are presently identified to be toxic or hazardous in water, soil, or air, including without limitation those designated as hazardous substances by the United States Environmental Protection Agency ("EPA") or the New Hampshire Department of Environmental Services ("NHDES") and those designated as toxic pollutants by Congress, EPA, NHDES, or by any other federal, state or local statutes, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect.

7. Approvals. Purchaser's obligation to acquire the Premises shall be contingent upon the issuance of all governmental approvals, permits, licenses and the like (collectively, the "Approvals") from any federal, state, county, municipal or other governmental authority or agency having jurisdiction over the Premises, duly issued, final, unappealed and unappealable, in accordance with applicable laws, statutes, codes, rules and regulations required to permit (a) the annexation of the Premises to the adjacent land known as Tax Map 235, Lots 43 and 47, and (b) the construction of certain site modifications to said adjacent land for storm water management and other improvements. All Approvals shall be in form and content satisfactory to Purchaser in its reasonable discretion. The Approvals shall include, without limitation, subdivision and site plan approval from the Town of Belmont Planning Board and a permit modification from the New Hampshire Department of Environmental Services entitling Purchaser to accept municipal solid waste at its facility on the Transfer Station Parcel.

It shall be Purchaser's obligation, at Purchaser's cost and expense, to obtain all required Approvals. Purchaser agrees to exercise good faith, reasonable efforts to obtain all Approvals. Sellers agree to cooperate with Purchaser in Purchaser's efforts to obtain all required Approvals, which cooperation shall include signing permit applications (if required) and the like. If, after the exercise of good faith efforts, Purchaser is unable to obtain all required final, unappealed and unappealable Approvals on or before December 31, 2015 (or a later date, if Purchaser elects to extend the time for closing in accordance with this Agreement), then Purchaser shall have the right to terminate this Agreement by written notice to Sellers, in which event the Deposit shall be returned to the Purchaser, this Agreement shall become null and void, and the parties shall have no further rights or obligations hereunder.

8. Escrow of Deposit. The Deposit shall be held in escrow by the Escrow Agent in accordance with the following terms and conditions:

(a) The Deposit shall be held in a non-interest-bearing escrow account. In the event that Purchaser or Sellers send notice to Escrow Agent certifying to Escrow Agent that it is entitled to receive the Deposit pursuant to the terms of this Agreement (other than at the Closing), Escrow Agent shall forward a copy of such certification to the other party (pursuant to the notice provisions of Section 18 hereof). If Escrow Agent does not receive an objection from such party to such certification within fifteen (15) days after the date of such notice, Escrow Agent may disburse all such amounts to the certifying party. If Escrow Agent receives an objection or receives conflicting demands, Escrow Agent shall have the right to do either of the following: (i) interplead

the Deposit into a court of competent jurisdiction in Merrimack County, New Hampshire (the cost of doing so to be deducted from the Deposit but shared equally between the parties) and the parties shall thereafter be free to pursue their rights at law or in equity with respect to the disbursement of the Deposit and the Escrow Agent shall be fully released and discharged from its duties and obligations under this Agreement; or (ii) resign and transfer the Deposit and all interest earned thereon to a replacement escrow agent reasonably satisfactory to Purchaser and Sellers. Upon the transfer of funds to such replacement escrow agent, the Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement.

(b) The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence. The other parties hereto, jointly and severally, agree to defend and indemnify the Escrow Agent against all reasonable costs, obligations and liabilities suffered by it for which it may be claimed to be liable hereunder, except for that occasioned by its willful misconduct or gross negligence. The indemnity provided in the preceding sentence shall survive any termination of this Agreement. The fees of the Escrow Agent and costs incurred by it in performing its duties hereunder shall be borne equally by Sellers and Purchaser.

(c) Sellers acknowledge and understand that the Escrow Agent is Purchaser's attorney in this transaction and has no attorney-client relationship with Sellers. In the event of any dispute between Purchaser and Sellers arising out of this Agreement, Sellers agree that the Escrow Agent may represent Purchaser in connection with that dispute provided that Escrow Agent also proceeds in accordance with (i) or (ii) of subsection (a), above. Sellers agree that in the event of any such dispute and provided that the Escrow Agent proceeds in accordance with (i) or (ii) of subsection (a) above, it will not object to the Escrow Agent's representation of Purchaser in such dispute because of any potential or actual conflict of interest arising due to the Escrow Agent's role as Escrow Agent under the terms of this Agreement.

9. Sellers's Indemnification Obligations.

(a) Sellers agree to indemnify, defend and hold harmless Purchaser and its successors and assigns at all times after the date hereof against and in respect of:

(i) any and all damages, liabilities, costs or deficiencies resulting from any misrepresentation, omission, breach of warranty or nonfulfillment of any agreement on the part of Sellers under this Agreement or under any other agreement, certificate or other instrument furnished or to be furnished to the Purchaser hereunder; and

(ii) any and all actions, suits, proceedings, demands, assessments, judgments, costs, expenses and legal fees incident of the foregoing.

(b) Should any claim under the foregoing indemnity provisions arise, Purchaser shall give Sellers notice in accordance with Section 18 of the basis of such claim within ten (10) days after Purchaser received notice of such claim. Sellers may at their own expense participate in the defense of such action or any negotiations for settlement of any such claim.

10. Condemnation. If, prior to the Closing all or any part of the Premises shall be condemned by governmental or other lawful authority such that, in Purchasers' reasonable judgment, its contemplated use of the Premises is materially, adversely affected, Purchaser shall have the option of (a) completing the purchase in accordance with the terms of this Agreement, in which event all condemnation proceeds or claims thereof relating to the Premises, if any, shall be assigned to Purchaser or (b) canceling this Agreement, in which event this Agreement shall become null and void, and the parties shall have no further rights or obligations hereunder.

11. Taxes and Assessments. Real estate taxes, special assessments, betterment assessments, water rates and sewer charges and rents, if any, shall be prorated and adjusted as of the date of Closing. Taxes, interest, and penalties due and payable for all prior years shall be paid, by Sellers, on or before the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing such actual taxes are determined.

12. Transfer Tax. The expense and cost of all state and local documentary, revenue stamps, or other transfer taxes, if any, relating to the sale of the Premises shall be borne exclusively by Purchaser. Both parties agree to execute any tax returns, inventories or questionnaires required to be filed in connection with any such taxes.

13. Default by Sellers. If Sellers shall default in the performance of any of their obligations hereunder, then Purchaser shall have the right to either (i) terminate this Agreement without further liability hereunder, in which event this Agreement shall become null and void, the Deposit shall be forthwith returned to Purchaser, and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive; or (ii) pursue any other legal or equitable remedy, including without limitation, a suit for specific performance.

13. Default by Purchaser. If Purchaser shall default in the performance of any of its obligations hereunder, then Sellers, as their sole remedy at law or in equity, shall have the right to retain the Deposit as reasonable liquidated damages.

14. Brokerage Fees. Sellers warrant to Purchaser that it has dealt with no real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with this transaction. Sellers agree to hold harmless from and indemnify Purchaser against all damages, claims, losses and liabilities, including legal fees, incurred by Purchaser as a result of the failure of this warranty. This paragraph shall survive delivery of the deed.

15. Notifications and Disclosures. By executing this Agreement, Purchaser acknowledges that it has received, as applicable, the following notifications and disclosures:

“Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through

the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air and water.”

“Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.”

16. Conditions Precedent to Purchaser’s Obligation to Purchase the Premises. The obligation of Purchaser to purchase the Premises under this Agreement is expressly conditional and contingent upon all of the following:

- (a) receipt of all final, unappealed and unappealable Approvals;
- (b) receipt of title to and possession of the Premises simultaneously with the Closing in the condition required by this Agreement and receipt of such other documents as Purchaser’s title insurance company may require in order to issue a title insurance policy insuring the Premises in the condition required by the provisions of this Agreement;
- (c) all of Sellers’ representations and warranties being true as of the Closing;
- (d) no eminent domain proceeding being pending against the Premises or any portion thereof;
- (e) there being no materially adverse change in the condition of the Premises from its state as of the date of this Agreement;
- (f) payment and release of all outstanding mortgages and liens affecting the Premises; and
- (g) Purchaser’s satisfactory inspection of the Premises in accordance with Section 6 hereof.

17. Conditions Precedent to Sellers’ Obligation to Sell the Premises. The obligation of the Sellers to sell the Premises under this Agreement is expressly conditional and contingent upon receipt of the full Purchase Price for the Premises at the Closing in accordance with Section 2.

18. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, (ii) sent overnight mail by a recognized national delivery service, or (iii) hand delivered by same-day service, addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Sellers: Kenneth Ellis and Cheryl Ellis
8 Weston Road
Belmont, NH 03220

If to Purchaser: Casella Waste Management of Massachusetts, Inc.
25 Greens Hill Lane
Rutland, Vermont 05701
Attention: Shelley Field, VP and Associate General Counsel

With a copy to: Cleveland, Waters and Bass, P.A.
Two Capital Plaza
P.O. Box 1137
Concord, NH 03302-1137
Attention: Philip M. Hastings, Esquire

19. Closing Costs. Purchaser shall bear all costs of Closing, including, without limitation:

- (a) title examination and title insurance premium
- (b) State real estate transfer tax
- (c) recording fees
- (d) cost of preparing and recording the deed

20. Other Provisions.

(a) Current Use. Purchaser acknowledges that the Premises is subject to current use tax classification under N.H. RSA 79-A and that upon the conveyance of the Premises as contemplated hereby the Premises will become subject to a land use change tax pursuant to N.H. RSA 79-A:7 (the "LUCT"). Purchaser shall be solely responsible for payment of the LUCT on the Premises.

21. Miscellaneous.

(a) Time of Essence. Time is expressly declared to be of the essence of this Agreement.

(b) Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

(c) Modifications. The terms of this Agreement may not be amended, waived or terminated orally or by conduct alone, but only by an instrument in writing signed by both Sellers and Purchaser.

(d) Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. The parties acknowledge and understand that this Agreement may be partially assigned to Trash Lady NH LLC, as the owner of the Transfer Station Parcel, to the extent necessary to effectuate the annexation of a portion of the Premises to such parcel.

(e) Internal Revenue Code. Sellers agree to comply with Section 1445 of the Internal Revenue Code and at the Closing will complete and submit to Purchaser a Certification as to Sellers' non-foreign status.

(f) Entire Agreement. This Agreement contains entire agreement between Sellers and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate as of the day and year first above written.



Witness



Witness

SELLERS:



Kenneth Ellis
Date: 10/2/15



Cheryl Ellis
Date: 10 2-15

PURCHASER: CASELLA WASTE
MANAGEMENT OF MASSACHUSETTS, INC.



Witness

By: 

Name: David Allen
Its: General manager
Duly Authorized
Date: 10/2/15

OPERATING PLAN

**BESTWAY DISPOSAL SERVICES
MUNICIPAL SOLID WASTE, CONSTRUCTION & DEMOLITION DEBRIS
PROCESSING & SINGLE STREAM RECYCLING TRANSFER FACILITY
43 INDUSTRIAL DRIVE
BELMONT, NEW HAMPSHIRE**



Prepared for:

Blow Bros. d/b/a Bestway Disposal Services
43 Industrial Drive
Belmont, NH 01501

Prepared by:

St. Germain Collins
846 Main Street
Westbrook, Maine 04092
Scott D. Collins, P.E.
207-591-7000

Prepared on:

February 2005

Revisions:

March 2005
April 2005
November 2008
December 2008
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March 2015
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APPENDIX

APPENDIX A HAZARDOUS & SPECIAL WASTE HANDLING AND
EXCLUSION PLAN

**BESTWAY DISPOSAL SERVICES
MUNICIPAL SOLID WASTE, CONSTRUCTION & DEMOLITION DEBRIS
PROCESSING & SINGLE STREAM RECYCLING TRANSFER FACILITY
43 INDUSTRIAL DRIVE
BELMONT, NEW HAMPSHIRE**

1.0 FACILITY IDENTIFICATION

This Operating Plan (Plan) was prepared consistent with Env-Sw 1105.11 to provide Bestway Disposal Services (BDS) with the necessary information regarding the operation and safe use of the Bestway Disposal Municipal Solid Waste (MSW), Construction and Demolition Debris (C&D) Processing and Single Stream (SS) Recycling Transfer Facility (Facility) located at 43 Industrial Drive in Belmont, New Hampshire (DES-SW-SP-05-002).

The Facility has been in operation since 2004 and is a permitted, operating collection/storage/transfer station with an average daily capacity of 503 tons per day (TPD) average, and not to exceed 600 TPD in any one day (not to exceed 3,018 tons per week). The Facility is an unlimited service type and serves seacoast, south central, lakes, and White Mountains regions of New Hampshire.

For the purposes of this Operating Plan, Facility "operation" includes: receiving, sorting, managing, handling, and loading of MSW, C&D, and recyclables; conducting general Facility management and cleanup activities; performing normal vehicle, equipment, and container maintenance; staging and movement of vehicles and equipment on-site; and transport of materials to and from the Facility.

The Facility shall have a maximum capacity for storing approximately 450 cubic yards (c.y.) of C&D debris and/or MSW, and 205-c.y. of SS recycling, for a combined total of 655-c.y. of temporary solid waste storage. These materials will be stored within inside trailers, outside trailers waiting in the yard, and in controlled piles of materials/debris/recycling on the sorting floor.

The Facility shall have a total permitted throughput capacity to reflect a daily average of 503 tons (3018 tons per week), not to exceed 600 tons in any single day, based upon receipt of any combination of MSW, C&D and/or recyclable materials.

The following information is provided to identify the name, address, and telephone number of the permittee, property owner, and operator:

Permittee:

Blow Bros. d/b/a Bestway Disposal Services
43 Industrial Drive
Belmont, NH 01501
Tel: 603-737-0534

Permittee Contact:

Attn: David Allen
53 Pelham Road
Salem, NH 03079
Tel: 978-817-3361

Operator:

Blow Bros. d/b/a Bestway Disposal Services
43 Industrial Drive
Belmont, NH 01501

Operator Contact:

Attn: David Allen
53 Pelham Road
Salem, NH 03079
Tel: 978-817-3361

Property Owners:

Trash Lady NH, LLC
One Vallee Lane
Old Orchard Beach, ME 04064
Attn: Authur St. Hilaire
Tel: 207-934-3880

Casella Waste Management of MA, Inc.
110 Main Street, Suite 100
Saco, ME 04072
Attn: Toni King
Tel: 207-653-4421

BDS personnel involved with the Facility shall read this Plan in its entirety and be familiar with all operating and safety procedures. To ensure that this Plan is kept current, it shall be reviewed annually by BDS and revised, as necessary. If any employee has questions concerning the contents of this manual, their immediate supervisor should be contacted.

This Plan also serves as guidance for excluding State of New Hampshire regulated hazardous and special waste from being transported to the Facility. This Plan includes required information pursuant to RSA 149M and NH Solid Waste Administrative Rules Env-Sw 300 and Env-Sw 400. A copy of this Plan shall be kept at the Facility.

The Facility consists of: a fully enclosed 80-foot by 120-foot building for sorting and processing of MSW, C&D debris and SS recyclables. The tipping floor is used to transfer MSW, C&D and Recyclable material into open-top containers ranging in size from 30 to 125 -c.y. The Facility also includes a scale and scale house, employee parking, transport vehicle parking, a 30-foot by 40-foot hot loads temporary storage pad, and a 55-foot by 75-foot office/maintenance garage building.

The Facility is accessed via a paved driveway with paved parking in front of the office building. The remainder of the site is gravel. The site is serviced by municipal sewer, an on-site well, and facilities for stormwater management including catch basins, storm drains, rip-rap swales/ditches and one on-site wet pond.

The maintenance garage was installed with a floor drain containing an integral oil/water/grit separator that is connected to the municipal sewer service connection, in accordance with Town of Belmont and NHDES Winnepesaukee River Basin Program (WRBP) requirements. Underground power and telephone are provided from Industrial Drive onto the site. Underground power and telephone have been installed on-site. The buildings have been provided with wall mounted exterior lighting. The overnight truck parking area has been provided with plug-in posts for vehicle engine oil warming during winter months.

2.0 AUTHORIZED AND PROHIBITED WASTE

2.1 Authorized Waste

Waste materials that may be accepted by the Facility include MSW, C&D and SS recycling as described below:

2.1.1 MSW

The Facility will accept vehicles containing loads of MSW resulting from residential, institutional, municipal, commercial, or light industrial sources. Typically, the MSW loads may include, but not limited to:

- furniture;
- fabrics;
- non-recyclable paper, glass, metal, plastics, and rubber
- household / domestic solid waste; and/or
- other non-hazardous solid wastes.

2.1.2 C&D

The Facility will accept vehicles containing loads of C&D resulting from the construction, remodeling, repair and demolition of structures, and/or land clearing activities. Typically, the loads may include, but not limited to:

- paper;
- wood, (brush, stumps, lumber, bark, and wood chips);
- wall board;
- shingles;
- concrete;
- brick;
- glass; and
- other construction and demolition materials.

Railroad ties, pressure treated wood, scrap metal and tires may be accepted only as "incidental" to C&D debris. The C&D debris delivered to the Facility will be coming from the seacoast, south central, lakes, and White Mountains regions of New Hampshire.

2.1.3 Recyclables

The facility will accept vehicles containing loads of SS recycling from Towns, commercial entities (including BDS), and private haulers from seacoast, south central, lakes, and White Mountains regions of New Hampshire. Typically, SS recyclables will include, but will not be limited to:

- ferrous and non-ferrous metal;
- glass and translucent, pigmented HDPE and other plastic bottles/containers (co-mingled); and
- corrugated cardboard, newsprint, magazines and paper (co-mingled).

2.2 Prohibited Waste

The Facility shall not accept special and hazardous waste, free liquids or other materials prohibited by Federal, State of New Hampshire, and Town of Belmont regulations. However, should these waste be brought to the Facility inadvertently, they shall be segregated and placed in separate closed containers within the processing building, for transfer to a facility permitted and authorized to accept these specific materials, in accordance with applicable hazardous waste (Resource Conservation and Recovery Act; NH RSA 147-A, C, and D; and Env Hw 100-1100) and solid waste (Env-Sw 100-2100) regulations. Specifically, the following materials shall not be accepted in containers at the Facility:

- hazardous materials or wastes (including pesticides, antifreeze, thermostats and mercury containing devices);
- special wastes;
- cathode ray tubes, fluorescent lamps;
- used oil or waste oil;
- liquid waste and putrescibles;
- lead acid automobile/marine/truck batteries, and regular batteries;
- white goods; and
- ash and compost materials.

Special wastes include, but are not limited to:

- industrial and industrial process waste;
- wastewater treatment plant sludge, paper mill sludge and sludge;
- debris and residuals from non-hazardous chemical spills and cleanup of those spills;
- contaminated soils and dredge spoils;
- asbestos and asbestos containing waste;
- polychlorinated biphenyls (PCBs);
- sandblast grit and non-liquid paint waste;
- medical and other potentially infectious¹ or pathogenic waste;
- high and low pH waste;
- spent filter and media residue;
- animal carcasses; and
- oil, coal, wood, and multi-fuel boiler and incinerator ash.

3.0 ROUTINE OPERATIONS PLAN

3.1 Hours of Operation

As a standard business practice, the Facility will typically receive MSW, C&D debris, SS recyclables during the following schedule:

Monday through Saturday between
6:00AM - 6:00PM

Residential waste and recycling drop off for Belmont residents:

Saturday between
8:00AM - 12:00PM

The Facility will be closed on Sundays, and the following Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

The Facility reserves the right to be closed as required for maintenance or emergency procedures; notification to its customers and the NHDES will be made prior to a scheduled closure period.

3.2 Facility Access Control and Traffic Patterns

The Facility is located on Industrial Drive, off of NH Route 140. Industrial Drive is a dead-end road that only has one other business on it as of the date of this Operating Plan. Directional signs are provided near the entrance to direct the MSW, C&D debris and SS recycling vehicles to the scale and/or the processing building. Approximately 35-45 BDS trucks and 3-4 tractor-trailer commercial trucks are anticipated on a daily basis. Residential drop-off traffic on Saturdays mornings is expected to be approximately 50 vehicles.

A driveway permit was received on January 3, 2005, from the NH Department of Transportation (NHDOT) District 3 relative to the traffic flow from Industrial Drive onto NH Route 140. The Facility is secured by a locking gate (with fire Knox box) at the Facility entrance. The gate shall remain locked during non-business hours. An informational sign is posted at the entrance identifying the following, pursuant to Env-Sw 1105.05:

**BESTWAY DISPOSAL MUNICIPAL SOLID WASTE (MSW), CONSTRUCTION AND DEMOLITION
(C&D) DEBRIS AND SINGLE STREAM (SS) RECYCLING PROCESSING FACILITY
NH SOLID WASTE PERMIT # DES-SW-SP-05-002**

**Owned & Operated by
Blow Bros. d/b/a Bestway Disposal Services
43 Industrial Drive
Belmont, NH 01501
Monday through Friday between 7:00AM - 4:00PM**

Belmont Residents: Saturday between 8:00AM - 12:00PM
Municipal Solid Waste, Construction and Demolition Debris, and
Single Stream Recycling Accepted, Only.
ANY UNLAWFUL DUMPING SHALL BE SUBJECT TO FINE AND PROSECUTION.

The property boundaries have significant natural buffer consisting of trees. BDS has posted the Facility perimeter with "Unauthorized Access Prohibited" placards at 100-foot intervals.

All MSW, C&D debris and non-residential SS recycling vehicles will be directed to the truck scale upon entering and exiting the site. The scale will be monitored by a BDS Operator from the office/maintenance garage building located adjacent to the scale. An attendant/equipment operator will be on-duty at the Facility during all times the Facility is available for use. The Facility will be available for use by BDS and commercial users within seacoast, south central, lakes, and White Mountains regions of New Hampshire and for Belmont residential users. Belmont Residents drop off SS recyclables and bulky wastes on Saturday mornings only.

A 50-foot wide strip of (undeveloped) property along the northern property boundary was recently acquired (as shown on Site Plan). A 200-foot long strip, 50-feet off the southern property boundary, will be demarked with flop cones (as shown on Site Plan). All MSW, C&D debris and SS recycling will be handled north of the flop cones. As a result, all MSW, C&D debris and SS recycling will be handled outside the DES 50-foot property boundary setback (Env-Sw 403.02 (b)). No property boundary setback waivers are required.

3.3 Waste Inspection, Acceptance, and Rejection Procedures

An equipment operator shall be on-site during all times the Facility is operating. All loaded trucks delivering MSW, C&D debris or SS recycling to the Facility will be inspected by the BDS equipment operator upon arrival, for prohibited wastes. Trucks will be required to remain at the Facility until this inspection is completed. Also, BDS will require that scale tickets of all weighed trucks be signed by the driver, these tickets will include a statement that no prohibited wastes are included in the load. Signs will be posted at the facility and flyers given to all haulers that list prohibited wastes at the Facility.

If special waste, hazardous waste, free liquids, or other materials prohibited by Federal, State of New Hampshire, and Town of Belmont regulations are encountered in containers owned by BDS, they shall not be transported to the Facility.

If special or hazardous waste is inadvertently transported to the Facility or if special or hazardous waste is encountered by the BDS operator during offloading of materials at the Facility, the special or hazardous waste shall be transferred into a separate closed container and the container shall be covered and temporarily segregated from all other containers within the enclosed processing building in the hazardous waste exclusion area. The truck driver or equipment operator shall contact BDS's dispatcher. The dispatcher shall make immediate arrangements with a licensed special or hazardous waste contractor to properly transport and

dispose of the segregated material, and notify the owner of the truck of the discovery of the prohibited waste.

Also refer to Appendix A - Hazardous & Special Waste Handling and Exclusion Plan, for more information regarding hazardous waste handling, and a list of licensed special waste/hazardous waste contractors in Section 6.1 herein.

3.4 Description of Operations for MSW, C&D Debris and SS Recyclables

Operations at the Facility shall be carried out in accordance with the following described operating procedures. These procedures shall be reviewed as needed to provide for continued, safe, and efficient operations.

Typical Facility operations for MSW, C&D debris and SS recyclables consist of:

- arrival of incoming vehicles at the tipping scale, collection and recording of transport vehicle and load information, and assignment of incoming weight to the ticket into the data management system;
- control of Facility vehicle traffic by the attendant, including segregation of materials to be offloaded, as necessary, by temporarily storing roll-off containers on-site prior to offloading;
- receiving MSW, C&D debris and SS recyclables at the tipping floor within the enclosed processing building (concrete floor/pad) and recording observations/information to correlate to the delivery vehicle;
- maintaining segregation between recyclable and non-recyclable wastes;
- segregating some recyclable material from within the MSW and C&D debris loads, and consolidating MSW and C&D debris separately or together within the processing building;
- re-weighing of the transport vehicle after offloading and recording the empty weight with the correct vehicle ticket;
- loading SS recyclables transport trailers or roll-off containers for off-site transportation to commercially licensed SS recycling and processing facilities in Massachusetts, Maine, and other New England States;
- loading MSW and C&D debris into transport trailers or roll-off containers for off-site transportation to commercially licensed solid waste processing, recycling, incineration, and disposal facilities in New Hampshire and other New England States; and
- weighing out-going transport loads and recording weight, load information and delivery location in the data management system.

On-site storage for materials shall consist of 100-c.y. trailers, 30-c.y. containers (outside), and floor space inside the processing building for a total storage capacity of 655-c.y. The MSW, C&D debris processing and SS recycling building is accessed from two main overhead doors, allowing vehicles roll-off and dump trucks the ability to off load directly onto the concrete floor

under cover. A BDS track-mounted excavator equipped with a grapple and a front-end loader shall be stationed within the processing building to sort the materials and transfer into waiting trailer(s) on the lower level of the building. The equipment shall be refueled at the on-site above-ground storage tank.

The maintenance garage shall be used for the maintenance of BDS vehicles only. All vehicle maintenance and washing shall be performed inside the garage. Care shall be taken to minimize discharge of potentially hazardous materials into the garage floor drains. Spill controls as described in Section 5.0 shall be implemented as required. The floor drains and oil/water separator shall be inspected at least monthly and cleaned and maintained at least annually or after any release of oil or accumulation of sediment that might impair the function of the unit.

3.5 Description of Operations for Residential SS Recyclables

Belmont residents are directed to the processing building on Saturday morning only for SS recyclables and bulky wastes.

3.6 Waste Storage and Handling

All MSW, C&D debris and SS recyclables received at the Facility shall typically be sorted and reloaded into transport trailers immediately or shall occasionally be temporarily stored overnight within the enclosed processing building on the tipping floor prior to, and after sorting. Transport trailers containing MSW, C&D or SS recyclables remain at the Facility not longer than one day normally and occasionally remain up to three days due to weekend and/or holiday variability with respect to having the load completed.

The data management system is used daily to assess currently stored material based upon reconciliation of delivered material compared to transported material, including estimated material stored or loaded and awaiting transport.

With the exception of the potential for light misting of C&D for dust suppression, treatment of wastes is not performed at the Facility. Burning of waste or recyclable materials shall not be allowed at the Facility.

3.7 Equipment and Personnel

Operational equipment used at the Facility includes:

- vehicle scale;
- MSW, C&D, and recyclables hauling trucks and transfer trailers and containers;
- front end loaders;
- excavator;
- plow truck; and

- skid-steer loaders.

A total of nine employees are typically present at the Facility, including seven office/maintenance staff and two yard staff.

4.0 RESIDUAL WASTE MANAGEMENT PLAN

Residual wastes are not expected to be generated at the Facility. Haulers delivering loads to the Facility are trained on the materials accepted by the Facility and Facility procedures. In the event that inspection identified that a prohibited material was delivered, it would either be sent back with the hauler following retraining of the hauler, or the material would be stored in a separate container for proper disposal by the Facility. Inert residual materials that cannot be accommodated with recyclable or C&D transport loads are typically removed with MSW transport. Also refer to Section 6.0, Contingency Plan.

5.0 FACILITY MAINTENANCE, INSPECTION AND MONITORING PLAN

5.1 Facility Maintenance and Inspection

All BDS vehicles will be maintained in the maintenance garage located on-site. Refueling of the BDS track-mounted excavator, front-end loader, and trucks used to transport the containers will be done on-site at the location of the 3,000 gallon above-ground storage tank (AST). A 480 gallon dual compartment lubrication/hydraulic oil AST is located inside the maintenance garage. Both ASTs (and a third AST used for heating) include integrated secondary containment. The Facility has a separate Spill Prevention Control and Countermeasure (SPCC) Plan.

The BDS track-mounted excavator (equipped with a grapple) and front-end loader will service the Facility and will be used to load the MSW and C&D debris. The equipment will also be used to load the SS recyclables. The equipment operators shall inspect the on-site equipment on a daily basis to ensure that the equipment is in a condition to adequately meet safe and efficient operating requirements and that proper and timely routine maintenance is performed. In the event that equipment essential to the daily operations of the Facility as outlined in this plan becomes inoperable or insufficient, back-up equipment shall be provided by BDS. If back-up equipment is not made available to the Facility in a timely manner, Facility operations shall cease until such time as sufficient, fully functional equipment is provided.

The Operations Manager of BDS shall be responsible for the overall supervision and direction of the Facility. The Operations Manager shall be experienced in solid waste management as well as be a qualified and responsible individual. The Operations Manager shall also act in the capacity of the "Site Safety Officer", with responsibilities to include, but not limited to:

1. monitoring and enforcing all safety rules and regulations relevant to Facility operations;

2. monitoring and ensuring that adequate training and safety education is being provided to all; and
3. BDS personnel associated with the Facility; and performing periodic inspections of the Facility to ensure appropriate maintenance of safety equipment and supplies and compliance with procedures outlined in this operations plan.

The BDS equipment operators are responsible for the safe and efficient consolidation of materials. The equipment operators are responsible for inspecting the incoming materials to ascertain that State of New Hampshire regulated hazardous and special waste is not being transported to the Facility (see Appendix A - Hazardous & Special Waste Handling and Exclusion Plan). Equipment operators shall assist the truck drivers in maintaining adequate container lay down and safe truck turn around areas and ensuring that windblown litter and dust is minimized at the Facility. An equipment operator shall be on-site during all times the Facility is operating.

The BDS dispatcher shall be responsible for scheduling transportation of containers and trucks to and from the Facility. The dispatcher shall be responsible for the dissemination of safety related information to the truck drivers and other BDS personnel associated with the Facility. The dispatcher shall also be responsible for contacting the police fire department emergency medical service and the NHDES should it be necessary.

5.2 Monitoring Plan

5.2.1 Fire Protection and Hot Load Management

The Town of Belmont Fire Department is available to respond to emergency needs. The Fire Department is located within 3 miles of the Facility. The closest fire hydrant is located approximately 10,000 feet east on Depot Street (Rte 140). Fully charged fire extinguishers are maintained in the Facility office and maintenance garage, the MSW, C&D debris processing and SS recycling building, and the operator compartments of the on-site equipment.

Although hot loads are not anticipated, should a hot load be received at the Facility, it shall be segregated per Env-Sw 404.03 and directed to a hot loads temporary storage pad as indicated on the Facility Site Plan. If practicable and safe to do, fire within a load shall be extinguished immediately using water provided via the on-site water supply or fire extinguisher. The hot loads pad will be operated and maintained in accordance with an Operating Plan that has been approved by the Belmont Fire Department. The plan includes among other things, a map showing location of pad, instructions on usage, information on maximum allowable water volume use per hot load, water disposal procedures, pad maintenance and cleaning, and contact information for BDS personnel, Belmont emergency response departments and spill response contractor. A copy of the plan is available at the Facility and at the Belmont Fire Department. **The Belmont Fire Department will be contacted whenever any hot load is received at the Facility.**

The processing building is equipped with a rate-of-rise temperature detection system with direct contact to a monitoring service that can contact the Belmont Fire Department when required. If necessary, the Belmont Fire Department will be contacted directly to provide emergency service.

5.2.2 Disease and Vectors

No solid waste materials are generated at the Facility other than office waste and domestic solid waste (e.g., lunch wastes) discarded by employees. MSW transfer operations including tipping and loading into transfer trailers are enclosed and waste is removed routinely, so there is no refuge or breeding area for vectors. Minimization of MSW accumulation, along with good housekeeping will reduce potential impacts from vectors. The Facility also retains the services of vector control specialists to routinely bait, trap, and monitor the Facility and surrounding areas as necessary, including Bain Pest Control Services, Lowell MA (800-272-3661) and JP Pest Services of Concord, NH (800-222-2908).

5.2.3 Spontaneous Combustion, Generation of Methane, Hazardous and/or Explosive Gases

The possibility of a fire from spontaneous combustion is remote because materials that the Facility is permitted to handle are not volatile, and the daily movement of waste will prevent significant generation of combustible gases such as methane. The absence of combustible gases and the lack of long term storage within the transfer building greatly reduce the potential for spontaneous combustion.

The Facility includes a 3,000 gallon AST for diesel fuel, 480 gallon dual compartment lubricating/hydraulic oil AST, 275 gallon fuel oil AST, 55-gallon drums for motor oil, hydraulic oil, waste oil and antifreeze, 5-pound containers of grease, and a 5 gallon container for non-hazardous fluids, to be used for the operation and maintenance of BDS equipment. No additional petroleum substances shall be stored on-site.

The 3,000 gallon AST is a double-wall structure that meets the requirements of the NFPA and shall provide secondary containment for 110 percent of the volume of the tank. The location of the tank is such that it is protected from traffic with bollards and a steel chain-link fence. A concrete pad is located adjacent to the AST for vehicles to park on during filling operations. ASTs within the maintenance garage are also equipped with secondary containment. The ASTs shall be inspected on a regular basis as required by local and State requirements, and immediate remedial action implemented should cleanup and/or repairs be required. The ASTs shall be appropriately placarded with "NO SMOKING" signs and other signage as required by NFPA and Town of Belmont standards.

The 55 gallon drums of motor oil, hydraulic oil, waste oil and antifreeze and the 5 gallon drums of grease and non-hazardous fluids shall be stored inside either a sealed concrete block containment or sealed cabinets inside the maintenance building. This storage area shall be inspected on a regular basis as required by local and State requirements, and immediate

remedial action implemented should cleanup and/or repairs be required. The storage area shall be appropriately placarded with "NO SMOKING" signs and other signage as required by NFPA and Town of Belmont standards.

5.2.4 Dust and Odor Control

A light water spray from water tank truck shall be applied to the gravel surface at the Facility to control dust as needed. Materials consolidated at the Facility generally consist of inert C&D debris generated from building construction and demolition activities, and SS recyclables. This material does not typically generate significant dust or offensive odors. Dust generated from MSW and recyclables transfer operations is typically low because of the moisture characteristics being handled. Potential odors from incoming MSW are minimized by daily management of waste on the tipping floor.

5.2.5 Wind-blown Litter

As the MSW, C&D debris processing and transfer of SS recyclables operations are conducted inside a building, wind-blown litter will be at a minimum. However, BDS equipment operators shall assist the truck drivers in ensuring that wind-blown litter is minimized at the Facility. BDS will perform routine litter control, periodic inspections of the Facility. If material is observed blowing out of containers, BDS personnel will pick the material up and dispose of it appropriately. The goal is to maintain a general cleanliness of the entire Facility.

5.2.6 Leachate

Leachate is controlled on the tip floor by absorption into waste received. In the unlikely case where this could not be done, speedy dry is used to absorb the excess liquid. The speedy dry is then recovered and placed with other waste in the transfer trailer.

BDS washes trucks at the Facility inside the processing building on a routine basis. A 3rd party commercial mobile truck wash company is hired. All the wash water is collected by the truck wash company and transported off site. Wash water is not discharged to the Facility's stormwater management system.

5.2.7 Spills

An inventory of petroleum materials to be stored at the site is included in Section 5.2.3, above. Prevention of and response to spills is addressed in the SPCC Plan prepared for the facility. A spill containment kit shall be placed adjacent to the AST and interior petroleum product storage area to contain small spills that may occur. The AST shall comply with NFPA and UL Standard 142 requirements, as applicable. The tank fill/empty ports shall be kept secure. The AST shall be inspected weekly for leaks and security.

Funnels and drip pans will be used during fuel transfer, in accordance with the SPCC Plan. Employees shall be trained in all aspects of proper storage and handling of the petroleum products. Employees shall be trained to immediately clean up spills and contaminated soil. Posters containing spill response information will be placed at the storage areas (poster is available from NHDES). Small quantities of contaminated soil and sorbent materials shall be stored in approved covered containers. BDS shall be responsible for disposal of contaminated materials. To confirm proper disposal planning, BDS will contact the Solid Waste Compliance Section of NHDES at (603) 271-2925.

Small spills that are quickly cleaned up do not need to be reported. However, if any of the following is true, the spill must be immediately reported to NHDES at (603) 271-3899.

- The spill is not contained immediately.
- The spill and contamination are not completely removed within 24 hours.
- There is impact or potential impact to groundwater or surface water.
- The spill is 25 gallons or more.

Release Scenarios

Potential release scenarios, including spill predictions, volumes, rates, and controls are described in the separate SPCC Plan for the Facility.

As stated above, the maintenance garage floor drains shall be protected from spills in accordance with the SPCC Plan. The oil/water separator shall be inspected at least monthly and cleaned and maintained at least annually or after any release of oil or accumulation of sediment that might impair the function of the unit.

The AST is enclosed in an integral secondary containment structure protected from rain and able to contain 110% of the volume of the tank. The fuel transfer area is designed to limit the flow of smaller spills to the surrounding gravel and drainage system, by containing them on a concrete pad immediately adjacent to the AST. Larger spills could travel across unpaved driveway areas and would require product and soil recovery. Although very unlikely, a very large release during fuel transfer at the AST could flow across the Facility to the south and reach the swale located along the southeast property boundary.

The ASTs and 55-gallon drums located inside the maintenance garage have adequate secondary containment. If a small spill occurred during fuel transfer from these ASTs or drums, it would be captured by drip buckets or the concrete floor. Although unlikely, releases large enough in volume to flow across the floor slab could reach the floor drain, requiring covering of the floor drains, placing booms around the floor drains, and/or capture of the release in the oil/water separator.

Spill Response and Cleanup Equipment

All employees are required to have spill prevention and response training. Employees will be instructed on the job. Once a year, refresher training and deployment exercises for spill response shall be conducted. Spill control and cleanup equipment on-site includes absorbent pads and brooms; granular absorbent materials, empty drums, brooms, and shovels. Spill equipment shall be stored inside a marked container inside the maintenance garage and processing building, and adjacent to the AST. Spill control and cleanup equipment shall be inventoried on a quarterly basis to assure proper materials are always available on-site. If a spill requires the services of an outside contractor to assist with clean-up and management of impacted media, one of the specialty contractors listed in Section 6.1 will be contacted.

Inspections

The AST and interior storage areas shall be inspected weekly for leaks and security. Inspection records shall be maintained. BDS shall take immediate action to correct any deficiencies noted.

6.0 CONTINGENCY PLAN

The following potential emergencies may occur at the Facility.

- Fire or Explosions
- Injury to Facility staff/haulers/vendors/contractors/public/visitors
- Petroleum product or other hazardous materials spill
- Vehicle/Equipment accidents
- Discovery and management of unacceptable wastes
- Unauthorized entry or vandalism

BDS staff responsible for managing, responding to, or reporting an emergency include:

Name	Title	Telephone Number
David Allen	General Manager	603-543-7088
Richard Moriarty	Site Manger	603-387-1063

BDS Facility staff shall minimize the potential for unforeseen events through training. Tipping floor inspectors shall remain vigilant for conditions that might lead to fires or explosions.

Injuries due to unauthorized people being in unauthorized places shall be minimized by BDS staff including scale house staff, dispatch staff, yard staff, equipment operators, tipping floor inspectors, and drivers.

BDS equipment operators and inspection personnel shall assist the truck drivers in maintaining adequate container lay down and safe truck turn around areas at the Facility. BDS trucks, as well as the on-site excavator and front-end loader, are equipped with two-way radios enabling the operators to contact the BDS office. The office is equipped with phones that can be used to contact any necessary emergency service. Training of Facility users is conducted regularly and is important to remind drivers regarding safety practices as well as minimizing the potential for delivering unacceptable materials.

In accordance with Env-Sw 1005.09, the NHDES Waste Management Division Compliance Section (29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095), shall be notified of all incidents or situation at the Facility which involve an imminent and substantial risk to human health, safety or the environment, or which constitute a violation of the Solid Waste Rules or the Facility Permit. In addition, the following is a directory of related telephone numbers to be called for the indicated emergency:

EMERGENCY TYPE	NOTIFICATION	TELEPHONE NUMBER
Fire	Town of Belmont Fire Dept. NHDES Solid Waste Compliance Section	911 or Non-emergency (603) 267-8333 (603) 271-2925
Vehicle Accident or Unauthorized Entry or Vandalism	Town of Belmont Police	911 or Non-emergency (603) 267-8351
Spill Event	NHDES Spill Response Town of Belmont Fire Dept. NHDES Solid Waste Compliance Section NH State Police	(603) 271-3899 911 or Non-emergency (603) 267-8333 (603) 271-2925 (603) 271-3636
Hazardous Chemical Presence with potential Imminent Hazard	Town of Belmont Fire Dept.	911 or Non-emergency (603) 267-8333
All	BDS Main Office General Manager, David Allen	603-737-0534 603-543-7088

The BDS office shall immediately contact the Belmont Fire Department if a hazardous chemical spill occurs that may be of imminent hazard to Facility abutters, in order for the Fire Department to personally notify the potentially affected abutter(s).

Reportable incidents shall be reported to the NHDES within 5 working days of becoming aware of the incident, in accordance with the notification requirements listed in Env-Sw 1005.09.

6.1 Hazardous Waste Companies

The following (not all-inclusive) list of hazardous waste companies, licensed in the State of NH to manage spills, is provided for operator use in the event of a hazardous waste spill:

C.A.B. Services Inc. (for petroleum, only)

Post Office Box 8

Dover, New Hampshire 03821-0008

Phone (603) 749-6355

Fax (603) 742-8335

<http://www.cabservicesinc.com>

Clean Harbors Environmental Services, Inc.

42 Long Water Drive, Post Office Box 9149

Norwell, MA 02061-9149

Phone (781) 792 - 5000

Phone (800) 282 - 0058

Fax: (781) 794 -1760

Emergency Response:

800 OIL TANK (800) 645 - 8265

<http://www.cleanharbors.com>

ENPRO Services, Inc. (Corporate HQ)

12 Mulliken Way

Newburyport, MA 01950

(800) 966 – 1102 (24 Hours)

(978) 465 -1595

Fax: (978) 465-2050

<http://www.enpro.com>

ENPRO Services, Inc.

(Northern New England)

1 06 Main Street

South Portland,

ME 04106

(207) 799 - 0850

Fax: (207) 799 - 5565

<http://www.enpro.com>

Cyn Environmental

Services (Corporate HQ)

100 Tasca Drive

Post Office Box 0119

Stoughton, MA 02072

(781) 341-1777-

Fax (781) 341-6298

Emergency Response:

(800) 622-6365

<http://www.cynenv.com>

7.0 EMPLOYEE TRAINING PROGRAM

In accordance with Env-Sw 1602.08, the BDS Facility falls under the requirements of a Level IV facility, as it will be permitted "to accept more than 30 tons of waste per day on average annually". The Facility must be staffed with persons qualified by reason of education, experience and performance history to operate the facility in accordance with all applicable requirements of the NHDES Solid Waste Rules and the Facility permit. All solid waste facility operators must be certified by the NHDES for the level of his/her responsibilities.

Per Env-Sw 1603.02: All persons who operate the Facility shall be certified by either issued Level IV certification or interim certification.

In addition:

1. For every one to five operators, there shall be at least one supervisor who shall be certified as a Level IV operator, and

2. During the hours of operation, no less than 50 percent of the on-site personnel directly involved with the management of solid waste shall be operators certified by issued certification.

BDS personnel shall obtain and maintain operator certification for Level IV operator status by:

- Attending the NHDES operator training program and passing an examination applicable to a Level IV Facility; or
- Receiving reciprocity pursuant to Env-Sw 1603.06

Per Env-Sw 1605.01 and 1605.02, the following qualifications shall apply to all Facility certified operators:

- A Level IV operator/manager shall: hold a high school diploma or GED; and have a minimum of 5 years' experience in the field related to waste management.
- By request of the applicant to the NHDES director, one year of college education may be substituted for one year experience, up to a maximum of 4 years; and one year of experience may be substituted for one year of elementary or high school up to a maximum of one year. (High school education shall not be substituted for experience.)

Operator certifications may be renewed on an annual basis with renewal application and fee submittal to the NHDES, and proof of attendance at an approved operator training update program, pursuant to Env-Sw 1602.10.

8.0 RECORD KEEPING AND REPORTING

8.1 Record Keeping

BDS shall compile and maintain records at the Facility which document all phases of their Facility operations, in accordance with Env-Sw 1105.06 and 1105.07, including the following information:

- Facility identification (name, location, permit number);
- Permittee identification (name, address: telephone number);
- Facility operator(s) identification (name, address, certification number, and date(s) of employment at the Facility);
- Quantity, type source and destination of all waste received by the Facility;
- Quantity, type and destination of all waste generated by the facility, if any, including bypass waste and residual waste;
- Quantity, type and destination of all certified waste-derived products produced by the facility, if any.

- Record of inspections, maintenance and repairs;
- Record of accidents, violations, remedial and emergency event response actions;
- Record of complaints received and related response actions;
- Data from all environmental monitoring performed at or for the Facility;
- Documentation of contact with the waste management district(s) serviced by the Facility as required by Env-Sw 1105.12;
- If the Facility is subject to 40 CFR 258, such information and documentation that the permittee shall be required therein to place into the facility operating records; and
- Other recordkeeping information and documentation as required by the terms and conditions of the permit.

BDS shall maintain daily records of all roll-off and other containerized movement to and from the facility. These records will be sufficiently detailed to enable BDS to identify generation source for each container that comes to the facility, whether the container was consolidated at the Facility, and the final disposition (i.e., landfill, processing facility, incinerator, etc.) of each trailer or container leaving the facility. The records, which will be maintained on a computer database, shall be available at the BDS office during normal working hours.

BDS shall maintain the above operating record at the Facility at all times during the active life of the Facility, which will be available for NHDES. Following closure of the Facility, the operating records will be maintained at a location approved by the NHDES in the Closure Plan, unless destruction of the records is approved by the NHDES through a Type V permit modification (Env-Sw 315).

8.2 Reporting

BDS will notify the NHDES in writing within 30 calendar days of any change in the Facility address, telephone number, key certified operators and contact person(s).

In accordance with Env-Sw 1105.07, BDS shall file an annual Facility report by March 31st for the prior calendar year for each year that the Facility operates and for each year of the Facility's post-closure monitoring and maintenance, to include:

- Facility name, location, permit number;
- Permittee name, address and telephone number;
- Facility operator(s) name, address, certification number, and telephone number;
- Status of the Facility, including whether active or inactive and the estimated remaining life and capacity of the Facility;
- Quantity in tons, type and source of all waste received by the Facility, with out-of-state tonnage figures separately listed and totaled;
- Destination of all wastes received by the Facility;
- Quantity, type and destination of all waste generated by the Facility, including bypass and residual waste;

- For processing and treatment facilities producing certified waste-derived products:
 - The quantity, type and market destination of each waste-derived product produced and distributed by the facility; and
 - (2) Certification that all waste-derived products distributed by the facility for use met the applicable standards for distribution and use pursuant to Env-Sw 1500 or, if not true, a detailed explanation of the situation and actions taken by the permittee to remedy the problem;
- For non-landfill facilities, the estimated quantity of waste stored at the facility, by type, as of the end of the calendar reporting year;
- A summary and assessment of environmental monitoring performed at the facility, whether required by the solid waste rules or the permit or undertaken voluntarily;
- Pursuant to the provisions of RSA 149-M:11, XI, a discussion of how facility operations satisfied the public benefit requirements specified in the permit, if any; and
- Other information, if any, identified as annual reporting information in:
 - Env-Sw 400 through Env-Sw 800 specific to the type of facility, as applicable; and
 - (2) Env-Sw 900 specific to the type(s) of waste managed by the facility, as applicable.

In accordance with Env-Sw-1105.12, during the active life of the facility BDS shall annually communicate with the host solid waste management district by providing the district chairperson a copy of the facility's annual report with a cover letter identifying the purpose of the communication and soliciting a response by district officials that the facility meets the operating requirements established pursuant to the provisions of RSA 149-M:11,XI pertaining to the requirements of RSA 149-M:11,III(c) and RSA 149-M:12,I(b). The cover letter shall also solicit a response by district officials assuring that the Facility operations meet other relevant planning needs and requirements identified or established by the district, to the extent allowed by the permit.

The host solid waste management district is: Laconia-Gilford-Belmont Solid Waste Management District, 27 Bisson Avenue, Laconia, NH 03246

APPENDIX A

HAZARDOUS & SPECIAL WASTE HANDLING AND EXCLUSION PLAN

**Bestway Disposal Services Municipal Solid Waste (MSW), Construction and Demolition (C&D)
Debris Processing and Single Stream (SS) Recycling Transfer Facility
43 Industrial Drive
Belmont, NH**

1. **Site Safety Officer.** The BDS Facility Operations Manager shall be designated as the "Facility Safety Officer". Annually, the Facility Safety Officer shall work with the Town of Belmont Fire Chief to provide appropriate training to the operators and staff on:
 - A. Detection of hazardous and special waste;
 - B. Appropriate notification procedures; and
 - C. Appropriate handling procedures.

2. **Identification/Notification of Un-permitted Wastes.** Un-permitted hazardous and special wastes shall not be accepted at the site. To ensure this, the equipment operators shall check all waste being received at the site. The type of container and origin of the waste can help identify hazardous wastes and special wastes.

The following list will help with the identification and handling of materials of concern:

- A. **Asbestos:** Friable insulation material but can take other forms. Can be combined with other materials to sometimes make non-friable siding, flooring, or other products. If suspected to be or contain friable asbestos, contact New Hampshire Department of Environmental Services (NHDES) asbestos abatement program personnel at telephone number (603) 271-1373. Avoid inhalation of particles. Adhere to Part Env-Sw 901 of the Solid Waste Rules and Asbestos BMP.

- B. **Infectious Wastes:** May be red-bag waste from hospitals, laboratories, clinics, nursing homes and occasionally doctors' offices, includes blood, body parts, disposable instruments, linens and other soiled items. Keep people away, follow management procedures described in Part Env-Sw 904 of the Solid Waste Rules, including notifying the appropriate responder either a qualified fire department or the NHDES. Handling of potentially infectious wastes must include appropriate health and safety personal protective equipment including gloves (puncture-resistant gloves if handling sharps), disposable coveralls, face shields, and breathing protection, as may be warranted. If accidentally contacted, disinfect contact area with 1:3 bleach to water solution.

- C. **Calcium Hypochlorite:** Used for disinfecting swimming pools but is reactive when wet. Can release chlorine gas and cause fire when wetted. Treat as hazardous; prevent

wetting or contact with moisture; if wetted, evacuate area. Keep away from petroleum and other organic materials.

- D. **Electrical Capacitors and Transformers:** May be removed from white goods and other electrical equipment by individuals, scrap metal firms, or firms which work on appliances or motors. Avoid skin contact and breathing exposure; follow hazardous waste procedures.
- E. **Friable:** This term is defined as "any material which contains more than 1 percent asbestos and can be crumbled, pulverized, or reduced to powder by hand pressure".
- F. **Industrial Chemicals:** Generally, liquid in 5-gallon or larger pails or drums of either plastic or steel. Occasionally lined cardboard barrels are used. Also some solids, especially flakes or granular materials, can cause excessive corrosion or be reactive with liquids. Solids may be in any form of container including loose. Avoid skin contact and breathing exposure; treat as hazardous.
- G. **Laboratory Chemicals:** Usually in smaller containers of one pint to one gallon, glass or plastic bottles. Can be severe irritants, highly toxic or explosive. Avoid skin contact and breathing exposure; do not open or jar containers. Treat as hazardous.
- H. **Sandblast Grit:** Generally fine sand or garnet mixed with paint, brick and/or masonry chips. Avoid breathing; handle as special waste.
- I. **Waste Oil:** Includes used motor oils, hydraulic fluid, and other lubrication oils from individuals, farm operations, and vehicle and heavy equipment repair firms. Avoid skin contact; treat as special waste.

Excluded items are not limited to the above specifically listed items; however, this list represents materials of typical concern.

3. **Finding and Reacting to an Unknown Waste.** When unknown material is found at the Facility, the equipment operator shall identify the material to determine whether it is licensed solid waste, special waste, or hazardous waste. If hazardous waste, the equipment operator shall attempt to identify the person who has left, delivered, or attempted to deliver the hazardous waste and notify the NHDES.

While keeping a safe distance upwind from the material, the attendant may attempt to determine the following, if safe to do so:

- A. Look for container or waste labeling;
- B. Determine the physical state of the material (solid, liquid, or gas);
- C. Estimate container size or amount of waste; and

- D. Determine the type and condition of the container or packaging.

If the material is determined to potentially be hazardous, the attendant shall:

- A. Evacuate and secure the area of the Facility site around the material; if safely feasible;
- B. Determine if there is any release of the material to the soil, water, or air;
- C. If safely feasible, determine if any release found has been confined or is ongoing; and
- D. Undertake the appropriate notification procedure below.

4. Notification.

A. When hazardous waste or suspected hazardous waste (non-petroleum spill) is found left at the site, the equipment operator shall:

- Notify the NHDES anytime at (603) 271 - 3899 during business hours of 8:00 a.m. and -4:00 p.m. Monday through Friday, and the appropriate municipal official to authorize a qualified removal. During non-business hours and holidays, contact the NH State Police at 1-800- 346-4009; or
- Notify the Belmont Fire Department at 911.
- Coordinate with a licensed specialty contractor qualified to manage and dispose of special and hazardous wastes (refer to Section 6.1 or the Operation Plan).

B. When un-permitted special waste is found left at the site, the BDS dispatcher shall notify the NHDES office at (603) 271 - 3899 during business hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, and the appropriate municipal official to authorize a qualified removal using a qualified, specialty contractor (refer to the list in Section 6.D below). During non-business hours and holidays, contact the NH State Police at 1-800-346-4009.

C. If the equipment operator cannot identify the material, notify the Town of Belmont Fire Department and NHDES at the numbers listed above for assistance in identification. If sampling and further detection of hazardous or special waste is required, a qualified hazardous waste handling firm or solid waste contractor must be used, as appropriate.

5. Clean-up decontamination.

A. Only trained personnel shall handle hazardous wastes. Such training shall follow the guidelines of 29 CFR Part 1910.120.

- B. Unpermitted special wastes shall be removed from the area where found and transported to a special waste disposal facility licensed to accept that special waste within 60 days.
- C. A hazardous and special waste interim storage area will be designated within the processing building. Because hazardous wastes require special training to handle, and to minimize the area of potential contamination, it is recommended that any hazardous waste found at the site be removed by qualified personnel directly, without placement and storage in the interim storage area.
6. Emergency Information.
- A. The BDS dispatcher will have the following telephone numbers available for telephone notifications or radio requests to:
- Notify the NHDES anytime at (603) 271 - 3899 during business hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, and the appropriate municipal official. During non-business hours and holidays, contact the NH State Police at 1-800- 346-4009.
 - Town of Belmont Fire Department: 911 (non-emergency (603) 267-8333).
 - Town of Belmont Police Department: 911 (or non-emergency (603) 267-8351).
 - Belknap County Sheriff: (603)527-5454
 - Ambulance: 911.
 - NH State Police: 1-800-346-4009.
 - NH Poison Center: 1-800-222-1212.
- B. The closest locations for emergency medical care are:
- 1) ClearChoiceMD in the Belknap Mall, 96 Daniel Webster Highway, Belmont, NH. (603) 267-0656. Directions from the Facility to the hospital are as follows.
- Follow Industrial Drive toward Depot Street NH Route 140;
 - Turn right onto Route 140;
 - Turn slight right onto Laconia Road/Route 3/Daniel Webster Highway/Route 11/Route 132; continue to follow Daniel Webster Highway;
 - Turn left into the Belknap Mall.
- The total drive is approximately 8.5 miles with a driving time of approximately 16 minutes.
- 2) Lakes Region General Hospital (now part of LRG Healthcare), 80 Highland Street, in Laconia, NH. (603) 524 - 3211. Directions from the Facility to the hospital are as follows.
- Follow Industrial Drive toward Depot Street NH Route 140;
 - Turn right onto Route 140;

- Turn slight right onto Laconia Road/Route 3/Daniel Webster Highway/Route 11/Route 132; continue to follow Daniel Webster Highway;
- Turn right onto Spring Street; and
- Turn right onto Highland Street.

The total drive is approximately 10.5 miles with a driving time of approximately 18 minutes.

- C. The BDS office dispatcher will immediately contact the Belmont Fire Department if a hazardous chemical spill occurs that may be of imminent hazard to Facility abutters, in order for the Fire Department to personally notify the potentially affected abutter(s).
- D. Pre-qualified, licensed contractors that may be contacted to assist with the management and/or removal and disposal of special or hazardous waste are listed in Section 6.1 of the Operation Plan.