

SVE Associates

Engineering * Surveying * Landscape Architecture * Planning

October 6, 2014

Paul M. Gildersleeve, PE
Solid Waste Management Bureau
29 Hazen Dr. – PO Box 95
Concord, NH 03302-0095

RE: Walpole – Ruggiero Processing Facility, 32 Industrial Park Drive

Dear Paul:

This letter, submitted in response to your letter dated September 12, 2014, accompanies Joe Ruggiero's Notice of Intent to Operate, his Letter of Credit (LoC), his Standby Trust Agreement, a complete copy of the revised Operating Plan, 1 page from the revised Closure Plan, and a copy of the revised Closure Cost Estimate. The LoC was prepared before realizing I had a math error on the Closure Cost Estimate. Rather than revise the LoC we adjusted the value of the Miscellaneous Closure Work. Because we already need to host a public hearing and because Joe Ruggiero has an opportunity to expand his business he is, by way of this letter, requesting approval to increase his average weekly tonnage from 200 tons to 400 tons. I spoke with Wayne Wheeler while you were on vacation and he advised that no new application was needed; just an explanation of the request.

In response to your questions, in the same numerical sequence, we respond as follows:

1. 2 copies of the updated site plan are attached, and the loading tunnel location is noted.
2. There are no new owners, directors, partners, etc. so I see no valid need for Ruggiero to submit new disclosure forms to the NHDOJ.
3. We understand a public hearing will be required once your review has been completed.
4. We have revised Appendix D of the Operating Plan to reflect the new terminology. Because the edits cause text to shift to the next page throughout the document I have provided a complete new Operating Plan.
5. See Section 1.04 of the Operating Plan, revised 10/6/2014. MSW will be emptied from Ruggiero's collection trucks onto the tipping floor, sorted to the extent needed to remove recyclables, and the remaining MSW will then be deposited into larger/bulk dumpsters. The MSW will not be on-site any longer than necessary, 72 hours maximum.
6. MSW will not be tipped until recyclables and C&D debris have been removed from the tipping floor, or pushed to the side. The building is large enough to accommodate multiple piles

47 Marlboro St., Keene, NH 03431 Phone: (603) 355-1532 Fax (603) 355-2969 E-mail svek@sveassoc.com
P.O. Box 1818, Brattleboro, VT 05302-1818 Phone: (802) 257-0561 Fax (802) 257-0721

simultaneously. The recyclables collected as part of the MSW will be, for the most part, in clear plastic bags provided to clients by Ruggiero for that purpose.

7. See Section 4.02(2) of the revised Operating Plan.

8. See Section 1.01 of the revised Operating Plan and Section 1.0 of the revised Closure Plan. I added the street address to be more consistent with the Application. I did not add the tax map and lot number which was listed in the Application as they are not a part of the mailing address.

9. I find no change to the Financial Assurance rules that would alter the format of the Closure Cost Estimate, the Letter of Credit, or the Stand by Trust Agreement.

10. Appendix B is the holding tank registration. Appendix C is commitment letters from C&D debris and recyclables receivers. Ruggiero will haul MSW to Berlin, Newport, and or Keene, whichever is more financially beneficial. We revised the Closure Cost Estimate accordingly and we noted the Keene Transfer Station as the end destination on the Closure Cost Estimate.

11. The Closure Cost Estimate form has been revised.

Please call if you have any questions.

Sincerely,

SVE Associates



Rob Hitchcock, P.E.

cc: Joe Ruggiero

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Waste Management Division

For Office Use Only:

WMD Log #: _____

Date Rec'd.: _____

No. of Copies: _____

NOTICE OF INTENT TO OPERATE FOR A SOLID WASTE MANAGEMENT FACILITY

pursuant to
RSA 149-M and New Hampshire Administrative Solid Waste Rules Env-Sw 1105.02

FILING INSTRUCTIONS

Read these instructions before completing the attached form. For additional assistance, or to obtain a disk version of the form, contact the NH Department of Environmental Services (DES), Permitting & Design Review Section (P&DRS) at (603) 271-2925 or the below noted mailing address or TDD Access: Relay NH 1-800-735-2964.

Note: All references on this form beginning with "Env-Sw" are citations from the *New Hampshire Solid Waste Rules*. To obtain a copy of the Rules, contact the DES Public Information & Permitting Office at (603) 271-2975 or above noted TDD Access. The Rules are also available on the internet at <http://www.des.nh.gov>.

Use the attached form to file a notice of intent to operate.

All requested information must be provided as indicated on the attached form. Do **NOT** skip any question, unless instructed to do so. Do **NOT** mark any question "not applicable." If you need more space than provided on the form to answer a particular question and are using a paper copy of the form, attach additional pages as necessary, mark each page clearly to show both the applicant name and the question being answered, and indicate on the form that the additional pages are attached.

Submit the **TWO** copies of the completed form, **EACH** bearing **ORIGINAL** signatures, to the following address:

**NH Department of Environmental Services (DES)
Waste Management Division (WMD)
Permitting & Design Review Section (P&DRS)
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095**

At the same time that you submit the application to DES, send a copy of the application to the host municipality and host solid waste management district. Include a note stating that you are filing the application with DES and that the copy is provided for informational purposes as required by the New Hampshire Solid Waste Rules.

Your notice of intent to operate will be processed by DES in accordance with Env-Sw 1105.03. When approved, a copy will be returned to you bearing the DES receipt stamp. This will constitute approval to commence operations.

SECTION I. FACILITY IDENTIFICATION

(1)	Facility name: Ruggiero Processing Facility, LLC
(2)	Mailing address: PO Box 434
(3)	Location by street address and municipality: Saxtons River, VT 05154
(4)	Permit number: DES-SW-SP-12-001

SECTION II. PERMITTEE IDENTIFICATION

(1)	Permittee/applicant name: Joseph Ruggiero		
(2)	Mailing address: PO Box 434		
(3)	Telephone number: 802.869.2235	(3a)	E-mail: ruggierotrashremoval@gmail.com
(4)	Identify the facility manager or other individual designated by the permittee/applicant as being the individual the Department should contact regarding operation of the facility:		
	(a) Name: Joe Ruggiero	(b)	Title: Owner/Manager
	(c) Mailing address: same		
	(d) Telephone number:	(e)	E-mail:

SECTION III. CERTIFIED OPERATORS

Provide the name, certificate number and telephone number of all certified operators. Use additional paper as necessary.

(1)	NAME	CERTIFICATE NUMBER	TELEPHONE NUMBER
	John Ruggiero	003702	802-869-2235
	Cyrena Ruggiero	003701	802-869-2235
	Joseph Ruggiero, III	003703	802-869-2235

SECTION IV. OPERATING SCHEDULE

(1)	Intended starting date of operations: May 2014
(2)	Facility operating hours: 7 to 5, Monday thru Friday, 7 to 12 Saturday

SECTION V. OPERATING AND FINANCIAL ASSURANCE PLANS

(1)	For facilities with a standard permit, emergency permit or research and development permit, identify the approved operating plans and approved financial assurance plan, by attaching a copy of the approval or providing reference to the terms and conditions of the permit wherein the approval is granted:
(2)	For a permit-by-notification facility, the permittee shall maintain an operating plan pursuant to Env-Sw 1202(a)(2) and financial responsibility for closure pursuant to Env-Sw 1005.08(b).

SECTION VI. CONSTRUCTION CERTIFICATION

For facility construction subject to Env-Sw 1104.06, the project engineer must sign and stamp the following statement. For facility construction NOT subject to Env-Sw 1104.06, the permittee must sign the following statement. All copies of the notice filed with DES must bear the project engineer's or permittee's ORIGINAL signature. If the permittee is not an individual, an individual duly authorized by the permittee shall sign the notice.

To the best of my knowledge, the facility has been constructed in accordance with the permit, the Solid Waste Rules and the approved plans and specifications and is fit for operation in accordance therewith.

<p><u>Joseph Ruggiero</u> Project Engineer or Permittee Name (Print Clearly or Type)</p> <p><u>Joseph Ruggiero</u> Project Engineer or Permittee Signature</p> <p><u>10/9/14</u> Date</p>

SECTION VII. PERMITTEE/APPLICANT SIGNATURE REQUIREMENTS

The permittee/applicant must sign the following statement prior to submitting this notice. All copies of the notice filed with DES must bear the permittee's/applicant's ORIGINAL signature. If the permittee/applicant is not an individual, an individual duly authorized by the permittee/applicant shall sign the notice.

To the best of my knowledge and belief, the information and material submitted herewith is correct and complete. I understand that any approval granted by DES based on false and/or incomplete information shall be subject to revocation or suspension, and that administrative, civil or criminal penalties may also apply. I certify that this notice is submitted on a complete and accurate form, as provided by DES, without alteration of the text.

Joseph Ruggiero

Permittee/Applicant Name (Print Clearly or Type)


Permittee/Applicant Signature

10/9/14
Date

SECTION VIII. PROPERTY OWNER SIGNATURE

If the permittee/applicant and property owner are not the same, the property owner must also sign this form as follows. All copies of the notice filed with DES must bear an ORIGINAL signature. If the property owner is not an individual, an individual duly authorized by the property owner shall sign the notice.

I hereby affirm that the permittee/applicant has the legal right to occupy and use the property on which the subject facility is or will be located for the purposes specified in this application.

I hereby affirm that I shall grant access to the property for closure and post-closure monitoring of the subject facility and site as required by RSA 149-M and the New Hampshire Solid Waste Rules, as amended.

Joseph Ruggiero

Property Owner Name (Print Clearly or Type)


Property Owner Signature

10/9/14
Date



IRREVOCABLE LETTER OF CREDIT

Thomas S. Burack, Commissioner
N. H. Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

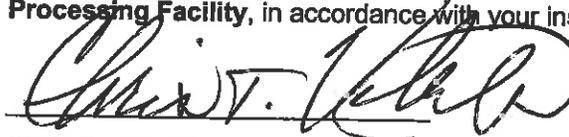
Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit No. 09-11-14 in your favor, at the request and for the account of **Ruggiero Processing Facility, 32 Industrial Park Dr. Walpole, NH 03608** up to the aggregate amount of **Twenty Thousand Seven Hundred Twenty-Four U.S. dollars \$20,724.00** available upon presentation of:

- (1) your sight draft, bearing reference to this Letter of Credit No. 09-11-14, and
- (2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of New Hampshire Revised Statutes Annotated, Chapter 149-M."

This letter of credit is effective as of **September 11, 2014** and shall expire on **September 11, 2015**, but such expiration date shall be automatically extended for a period of **one year**, on **September 11, 2015** and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and **Ruggiero Processing Facility**, by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event that you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and **Ruggiero Processing Facility**, as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of **Ruggiero Processing Facility**, in accordance with your instruction.


September 11, 2014
Chris T. Kebalka

V.P., Commercial Loan Officer
Savings Bank of Walpole
84 Marlboro Street
Keene, NH 03431

This credit is subject to the New Hampshire Uniform Commercial Code, N.H. RSA Chapter 382-A, Article 5.

68 Ames Plaza Lane • P.O. Box 517
Walpole, NH 03608
(603) 756-4771

11 Westminster Street • P.O. Box 517
Walpole, NH 03608
(603) 756-4771

84 Marlboro Street • P.O. Box 744
Keene, NH 03431
(603) 352-1822

400 West Street • P.O. Box 744
Keene, NH 03431
(603) 355-1881

STANDBY TRUST AGREEMENT

DRAFT

Standby Trust Agreement (the "Agreement") entered into as of September 2014 by and between **Ruggiero Processing Facility**, a New Hampshire corporation with a principal place of business off Industrial Park Drive, Walpole, NH (the "Grantor") and Savings Bank of Walpole, Marlboro Street, Keene, NH 03431 (the "Trustee").

PREAMBLE

The Grantor owns and operates a solid waste facility located off Industrial Park Drive, Walpole, NH (the "Facility"). The Facility consists of a steel framed and sided building covering a concrete foundation and slab and is permitted by the New Hampshire Department of Environmental Services ("NHDES") under Solid Waste Management Facility Standard Permit No. DES-SW-SP-12-001 (The "Permit"). The Permit was issued on February 22, 2012.

The Grantor is required under the laws of the State of New Hampshire, in particular New Hampshire RSA 149-M and the regulations duly promulgated there under as they may be amended from time to time, and under the terms of the Permit, to perform closure of the Facility at the end of the Facility's operations and to provide the necessary thirty year post-closure monitoring and maintenance of the Facility. The closure and post-closure activities that must be performed by the Grantor are set forth in the Facility's approved closure plan, incorporated in the Permit, as it may be amended from time to time with the approval of NHDES.

The Grantor is further required to provide financial assurance to the State of New Hampshire that funds will be available in the future to cover the cost of all required closure and post-closure activities of the Facility. The Grantor has elected to satisfy its obligation to provide financial assurance for the Facility by obtaining a **letter of credit** in the amount of **\$20,724** from The Savings Bank of Walpole and by establishing this standby trust agreement, both for the benefit of the State of New Hampshire.

The Grantor, acting through its duly authorized officers, has selected the Trustee to

fulfill the obligations identified for the Trustee under this Agreement and the Trustee is willing to act in that capacity and to fulfill its obligations under this Agreement.

THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Identification of Facility and Closure Work.

a. This Agreement pertains to the Facility, as more specifically described in the Permit, the Closure Work and to the **Letter of Credit**, a copy of which is attached as Appendix A. No provision is hereby made for closure of other existing or proposed phases of the Facility.

b. The Closure Work is defined as all work, materials, labor or other services required under the Facility's closure plan, permits, approvals related thereto and/or laws and rules of the State of New Hampshire, as they may be amended from time to time, to carry out closure and 30 years of post-closure monitoring and maintenance of the Facility.

c. Current estimates for the cost of the Closure Work total **\$ 20,724**. The cost of the Closure Work may be revised from time to time as necessary to more accurately reflect actual anticipated costs.

Section 2. Establishment of Fund.

Pursuant to the conditions of this Agreement, the Grantor and the Trustee hereby establish a standby trust fund (the "Fund") for the benefit of the State of New Hampshire, through its Department of Environmental Services, Waste Management Division. The Fund is dedicated exclusively to the Closure Work at the Facility. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Commissioner of NHDES, or the Commissioner's duly appointed designee, shall exercise all powers and responsibilities given to the State of New Hampshire herein. The Commissioner may designate another state official to exercise those powers and responsibilities in his or her stead with ten days written notice to the Trustee and Grantor.

Section 3. Payment Comprising the Fund.

a. The Fund is established initially with the delivery of a copy and deposit of the **Letter of Credit** with the Trustee. The amount guaranteed under the **Letter of Credit** shall be deposited in the Fund in the event payment is triggered under the **Letter of Credit** and funds are received by the Trustee.

b. The Fund will consist of monies paid under the **Letter of Credit**, any other cash or securities acceptable to the Trustee subsequently deposited in the Fund, and all earnings, interest and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement.

c. The Fund shall be held by the Trustee, in trust, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of any payments necessary to discharge any obligations of the Grantor, nor shall the Trustee have any duty to collect such payments from the Grantor or Surety or issuer of the letter of credit.

Section 4. Payment for Closure Work.

Upon receipt of funds from the Surety and/or Issuer of letter of credit, the Trustee shall make payments from the Fund as the Commissioner shall direct in writing to provide for the payment of the Closure Work consistent with this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Commissioner from the Fund for Closure Work expenditures in such amounts as the Commissioner shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the NHDES specifies in writing. Upon refund, such refunds shall no longer constitute part of the Fund as defined herein. The Trustee shall account for each disbursement from the Fund consistent with the Commissioner's instructions. The Trustee shall notify the Commissioner and the Grantor when all monies have been disbursed.

Section 5. Trustee Management.

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject to the provisions of this Section and state law. All investments shall provide for the preservation of the principal of the Fund. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the Fund solely in the interest of NHDES, the beneficiary, and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 8. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust shall be paid by the Grantor, including fees for legal services rendered to the Trustee, the compensation of the Trustee, and all other proper charges and disbursements of the Trustee. In the event the Grantor fails to pay the Trustee in accordance with this Section and written demand on the Grantor for payment does not result in prompt payment, the Trustee is entitled to payment from the Fund after written notification to NHDES.

Section 9. Annual Valuation. The Trustee shall annually, after the first deposit of monies from the **Letter of Credit**, at least 30 days before the anniversary date of the first deposit, furnish to the Grantor and to the Commissioner a statement confirming the value of the Fund. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of the first deposit.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel. To the extent the Trustee consults with counsel for the Grantor with respect to questions concerning the interpretation of this Agreement, or actions to be taken hereunder, the Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of such counsel, if the Trustee has communicated such questions and proposed interpretations or advice to the Commissioner in writing, and if the Commissioner has not objected to the proposed interpretation or advice within 30 days of notification.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 12. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee, NHDES approves the proposed successor, and the successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, NHDES, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of the acts contemplated by this Section shall

be paid by the Grantor as provided in Section 8.

Section 13. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by the Grantor. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions where Grantor is authorized under this Agreement to issue such orders, requests and instructions. All orders, requests and instructions by NHDES to the Trustee shall be in writing, signed by the Commissioner. The Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person on behalf of the Grantor or NHDES has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or NHDES, except as provided for herein. In the event that the Trustee receives contradicting instructions from the Grantor and the Commissioner, or in the event of a dispute between the Grantor and the Commissioner, the Trustee shall be entitled to rely and act upon the instructions of the Commissioner without incurring any liability and obligation with respect to the Grantor.

Section 14. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, after approval by NHDES, or by the Trustee and NHDES if the Grantor ceases to exist and has no successor or assign.

Section 15. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated as provided below. The Fund shall terminate at the earliest of:

(a) The written agreement of the Grantor, the Trustee and the Commissioner, or by the Trustee and the Commissioner, if the Grantor ceases to exist and has no successor or assign.

(b) Certification by the Commissioner that the Closure Work at the Facility has been fully completed.

Upon termination of the Fund, all property remaining in the Fund, less final trust administration expenses shall be delivered to the Grantor.

Section 16. Immunity and Indemnification. The Trustee shall not incur liability of any nature in connection with any act or omission, made in good faith, in the administration of the Fund, or in carrying out any directions by the Grantor or by the NHDES issued in accordance with this Agreement. The Trustee, its directors, officers, employees and agents shall be indemnified and saved harmless by the Grantor or from the Fund, or both, from and against all obligations, liabilities, claims, suits, judgments, losses, damages, costs or expenses of any kind or nature, including without limitation reasonable attorneys' fees, which may be imposed on, incurred by, or asserted against the Trustee in connection with or in any way arising out of this Fund or this Agreement or the Trustee's duties hereunder, except for claims involving willful misconduct or negligence. The foregoing indemnity shall survive the resignation of the Trustee or the termination of this Fund and/or Agreement.

Section 17. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New Hampshire.

Section 18. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Grantor may not assign its rights and obligations under this Agreement to any other party without the prior written consent of the Commissioner.

Section 20. Incorporation of Preamble. The parties to this Agreement adopt and incorporate the assertions of the Preamble as though fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

Witness

By: Ruggiero Processing Facility
[Certificate of Corporate Authority]



Witness

By: Savings Bank of Walpole
[Certificate of Corporate Authority]



STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

The foregoing instrument was acknowledged before me this 11th day of September 2014
by Kendra Carter of 84 Marlboro St. Keene, NH.

Notary Public

My Commission Expires:



KENDRA G. CARTER, Notary Public
My Commission Expires February 2, 2016

Ruggiero Processing Facility

Section VII Operating Plan

Permit No. DES-SW-SP- 12-001

Prepared for:

Ruggiero Processing Facility, LLC

P.O. Box 434

Saxtons River, VT 05154

November 2010

revised thru October 6, 2014

Page 1 of 28

Table of Contents

Section 1.0	Facility Information	5
1.01.	<i>Facility Contact information</i>	5
1.02.	<i>Facility Type</i>	5
1.03.	<i>Facility Capacity</i>	5
1.04.	<i>Facility Service Type</i>	5
1.05.	<i>Facility Service Area</i>	6
1.06.	<i>Facility Permittee, Operator, and Property Owner Information</i>	6
Section 2.0	Authorized and Prohibited Materials	6
2.01.	<i>Authorized Materials</i>	6
2.02.	<i>Prohibited Materials</i>	6
Section 3.0	Routine Operations Plan	7
3.01.	<i>Hours of Operation</i>	7
3.02.	<i>Access Control and On-site Traffic Patterns</i>	7
3.02(1).	<i>Incoming Traffic – Loading</i>	8
3.02(2).	<i>Outbound Traffic</i>	8
3.03.	<i>Materials Acceptance, Inspection and rejection procedures</i>	9
3.04.	<i>Incoming Materials Quantity and Source Determination</i>	10
3.05.	<i>Outgoing materials – Quantity and Destination Recording Procedures</i>	10
3.06.	<i>Storage Time and Capacity Limits and Monitoring Procedures</i>	10
3.07.	<i>Collection, Processing, Storage, Transfer and Off-site Disposal</i>	11
3.07(1).	<i>Recyclables</i>	11
3.07(2).	<i>Masonry & Concrete Products</i>	11
3.07(3).	<i>Metal</i>	11
3.07(4).	<i>Wood</i>	12
3.07(5).	<i>Non-Recyclables</i>	12
3.07(6).	<i>Municipal Solid Waste</i>	
Section 4.0	Residuals Management Plan	12
4.01.	<i>Type and Quantity of Residuals</i>	12

4.02. Residuals Management Procedures	12
4.02(1). Moisture from waste.....	13
4.02(2). Liquids from the trailer loading tunnel.....	13
4.02(3). Non-recyclable Material	13
4.02(4). General Shop waste	13
4.03. Waste Disposal.....	13
4.04. Quality Assurance/Quality Control Provisions.....	14
Section 5.0 Facility Maintenance, Inspection and Monitoring Plan.....	14
5.01. Spontaneous Combustion	14
5.02. Other Fire Hazards	14
5.03. Vector Control.....	15
5.04. Methane, Hazardous and/or Explosive Gas Generation.....	15
5.05. Odors.....	15
5.06. Dust	16
5.07. Windblown Litter	16
5.08. Leachate	16
5.09. Spill Management.....	16
5.10. Storm Water Management	16
Section 6.0 Contingency Plan.....	16
6.01. Emergency Planning	17
6.01(1). Severe Storm	17
6.01(2). Fire/Explosion	17
6.01(3). Hot Loads.....	18
6.01(4). Medical Emergency/Personal Injury	18
6.01(5). Major Spills	19
6.01(6). Unacceptable Waste.....	20
6.02. Emergency Contacts	21

Section 7.0	Employee Training Program	21
7.01.	<i>Facility Staffing</i>	21
7.02.	<i>Supervisory and Operating Personnel Training</i>	21
7.03.	<i>Documentation of Training</i>	22
Section 8.0	Recordkeeping and Reporting	22
8.01.	<i>Information Compilation</i>	22
8.02.	<i>Recordkeeping Requirements</i>	23
8.03.	<i>Facility reporting requirements</i>	24
Appendix A -	Site Plan.....	25
Appendix B -	Registration of Nondomestic Wastewater Holding Tank.....	26
Appendix C -	Disposal Commitments.....	27
Appendix D -	Emergency Contacts.....	28

Section 1.0 Facility Information

1.01. Facility Contact Information

The Facility name, location, mailing address and property owner are as follows:

Name: RUGGIERO PROCESSING FACILITY
Location: 32 Industrial Park Drive, Walpole, NH
Mailing Address: Ruggiero Processing Facility, LLC
P.O. Box 434
Saxtons River, VT 05157

1.02. Facility Type

RUGGIERO PROCESSING FACILITY (hereafter RPF) is categorized by the State of New Hampshire Department of Environmental Services Waste Management Division (NHDES-WMD) as a commercial facility for the **collection, storage and transfer of solid waste** as defined by Env-Sw 102.35. The term includes "transfer station" as defined by Env-SW 104.54 and "recycling facility" as defined by Env-Sw 104.20. Storage of recyclables will occur either inside the building or outside in covered containers.

1.03. Facility Capacity

The Capacity of the facility is not subject to a fixed daily maximum throughput. Facility processing and storage capacity is restricted so that the "average weekly tonnage received at the facility (during the quarter in which the most tonnage is anticipated and received), shall not exceed 400 tons." The waste storage capacity of the facility will not exceed 90 tons. Maximum quantity of processed recyclable material in storage at any one time is 33 tons. **Maximum quantity of municipal solid waste in storage waiting to be trucked off site for proper disposal at any one time is 35 tons.**

1.04. Facility Service Type

The facility is a collection, storage and transfer facility, operated on a commercial basis and includes the recycling and transfer of material hauled by:

- Local Waste Haulers
- Occasional residents, whose load consists of construction and demolition debris.
- Local contractors

RPF accepts non-recyclable materials and various recyclable materials that are appropriate for recovery and re-use. All recyclable and non-recyclable materials are transported off site to facilities authorized to accept the respective materials.

Municipal Solid Waste, MSW, is also accepted only for transfer from small bulk container to larger bulk containers which then haul the repackaged MSW to approved final disposal sites at a lesser trucking cost. MSW will be emptied from Ruggiero's collection truck onto the tipping floor, sorted to the extent needed to remove recyclables, and the remaining MSW will then be collected and deposited into bulk size dumpsters. MSW will not be on-site longer than 72 hours.

1.05. Facility Service Area

The facility service area includes southwestern and central western New Hampshire and spot markets with an unlimited service area as defined by Env-Sw 102.37. RPF services commercial, municipal and occasional residential loads.

1.06. Facility Permittee, Operator, and Property Owner Information

Permittee and Operator:

Ruggiero Processing Facility, LLC
P.O. Box 434
Saxtons River, VT 05157

Property Owner:

same

Section 2.0 Authorized and Prohibited Materials

2.01. Authorized Waste

- Recyclable materials including glass, aluminum, steel cans, paper, high density polyethylene (HDPE) and polyethylene terephthalate (PET) plastics, and metal, as defined by Env-Sw 104.19; and
- Construction/Demolition debris as defined by Env-Sw 102.42.
- **Municipal Solid waste, MSW, as defined by Env-Sw 103.46.**

2.02. Prohibited Waste

- Hazardous waste;

- Sludge or septage waste;
- Asbestos waste;
- Infectious waste;
- Contained gaseous waste;
- Universal waste batteries (except for incidental lead-acid batteries);
- 55-gal drums or other liquid containers (except for five gallon or less empty containers incidental to the load);
- Explosives;
- Ash;
- Mercury containing devices;
- Liquid waste; and
- Other wastes not otherwise authorized by condition 6 of the permit.

Section 3.0 Routine Operations Plan

3.01 Hours of Operation

The facility is open to receive recyclables, non-recyclables, and MSW six days per week within the following hours:

Monday through Friday:	7am to 5pm
Saturdays	7am to noon

Hours of operation, which may be less extensive than those allowed by its DES permit, are prominently displayed on the facility entrance sign.

3.02. Access Control and On-site Traffic Patterns

Appendix A provides a site plan for the facility, which, in addition to general site features and layout, shows the location of the following: entrance, access road, turn-around area, hot load area, recyclables storage, unloading/recycling building, and container storage areas.

The following site security measures are provided to minimize the potential for unauthorized access to the facility in accordance with Env-Sw 1103.03 (as a result, locking gates are not necessary).

- On site facilities are locked during non-operating hours.

- Weather resistant signs, which indicate that access is restricted, are posted around the perimeter.
- Vehicular entrances are gated and locked during non-operating hours.

The off-site administrative office provides record keeping and filing space. The recycling facility consists of a 50' x 100' steel building with a concrete tipping floor. Areas are designated for material discharge, storage and a trailer loading area. Access inside is maintained at all times for fire protection via a lockbox located at the main gate.

3.02(1). Incoming Traffic – Loading

Incoming collection vehicles enter the facility from Industrial Park Road, off Route 12 via a gravel entrance. Vehicles back up into the recycling building onto the concrete tipping floor where they discharge their loads. After discharge vehicles leave the building through the same door and exit the site back to Industrial Drive.

3.02(2). Outbound Traffic

3.02(2)(a). Non-recyclables

Empty open-top transfer trailers enter the site via the main entrance. The driver backs up to the loading tunnel (lower slab of building), where the roll off dumpster is loaded. They then proceed to the facility entrance/exit onto Industrial Drive and back onto Route 12.

On occasion, it may be necessary to temporarily store a loaded trailer in the staging area or loading tunnel before being transported off site. While unusual, storage may be over night, but in no instance will the staging period exceed one week.

3.02(2)(b). Recyclables

Empty roll off containers are generally filled with recyclable material and covered before being transported to end users or secondary material markets.

3.02(2)(c). Municipal Solid Waste

Fully enclosed waste hauling transfer vehicles will enter the site via the main entrance and proceed to the building. The driver backs up to the tipping floor and dumps their load.

They then proceed to the facility entrance/exit onto Industrial Drive and back onto Route 12.

MSW will not be tipped until recyclables and C&D debris has been removed from the tipping floor, or pushed to the side, and vice versa, to avoid comingling of product. The building is large enough to accommodate multiple piles.

On occasion, it may be necessary to temporarily store a loaded trailer in the staging area or loading tunnel before being transported off site. While unusual, storage may be over the weekend, but in no instance will the staging period exceed 72 hours.

3.03. Materials Acceptance, Inspection and rejection procedures

Each customer is required to provide information regarding the type and source of recyclables, non-recyclables, and **MSW brought** to the facility. A sign posted at the entrance to the facility lists prohibited waste.

Upon arrival at the site, the information is collected per section 3.4 below by the attendant. Should any wastes arrive from out of State, the attendant determines whether there are public benefits as defined by section 405.04(1) below. Finally, he categorizes the type of materials into either: non-accepted materials, construction/demolition debris, recyclables, **or MSW**.

Once information has been taken, the vehicles are turned and backed into the building where the load is tipped onto the concrete floor. The material is visually inspected; metal, concrete, wood and other recyclable/re-usable materials that are appropriate for recovery are separated by hand and/or by use of wheeled heavy operating equipment, such as a Bobcat or front end loader (herein after, a WFL).

The non-recyclables are pushed to the rear of the building by a WFL to clear the floor for the next load. An open-top transfer trailer is positioned in the loading tunnel to receive non-recyclable materials as it accumulates. The trailer is top loaded and material compacted as necessary by a WFL. When the trailer is full, it is secured and removed from the tunnel for transfer per 3.02(2)(a) above.

Facility operators have been trained to identify and properly manage materials not meeting facility acceptance requirements. The process used to manage unauthorized material is described in Section 6.1.6.

3.04. Incoming Materials Quantity and Source Determination

The facility uses cubic yard measure to determine all incoming vehicles hauling either recyclables, non-recyclables, or MSW. The following is recorded for each load: cubic yards, generator name and address, hauler name and address, truck number or license number, type of recyclable or non-recyclable material, date and time.

The attendant logs this information into the facility's tracking and billing system and prints a ticket for the load, which in turn, is signed by the vehicle driver. The driver retains the signed original; the facility retains a copy for its records in accordance with section 8.

3.05 Outgoing materials – Quantity and Destination Recording Procedures

Similar to the incoming vehicle procedures, all outbound materials are measured in cubic yards before exiting. Prior to leaving the site, the truck is stopped and data is collected and entered into the tracking and billing system. A ticket is printed that indicates the cubic yards and type of material being transported off site. For recyclable loads, the type and cubic yards of the recovered material and information regarding the secondary material market is also recorded.

The RPF facility sends recyclables to authorized facilities for re-use; disposal of recyclable materials in a landfill is avoided. The operator maintains accurate records of all material transported to authorized disposal facilities or secondary materials markets located in New Hampshire, or out of state. These records are maintained in accordance with requirements described in section 8 and are identified in the DES annual facility report which RPF prepares and submits for the previous year's operation.

3.06 Storage Time and Capacity Limits and Monitoring Procedures

All incoming materials are actively managed in a manner that minimizes the quantity of non-recyclable material stored on site at any one time to a maximum of 45 tons.

Recoverable materials are separated and temporarily stored either inside the 5,000 square foot recycling building or outside in roll off containers. Maximum quantity of the processed recyclables material in storage at any one time is 33 tons.

Pursuant to Env-Sw 405.03(a) and (b), material will not be stored for a period of time which results in adverse affects to the environment, public health or safety. Furthermore, materials are stored in a manner to permit local fire fighting response capabilities in accordance with Env-Sw 404.05(d).

Any/all putrescible and other non-recyclables will be loaded into open top transfer trailers throughout the day and will normally be transported to a permitted disposal facility on the day that it is received at the facility.

When it is not possible to transport the materials to the disposal facility within that facility's daily operating hours, it may be temporarily stored on the recycling building tipping floor or in a transfer trailer and transferred off site before producing noticeable odor. In no case shall the waste be stored greater than one week of its receipt.

3.07 Collection, Processing, Storage, Transfer and Off-site Disposal

Material will be inspected as it is being deposited on the tipping floor. The operations staff will visually inspect the material during the process of spreading and removing recyclable material to ensure that unacceptable materials as defined in section 2.2 are not present.

Any unacceptable wastes encountered will be managed in accordance with Section 6.1.6 Contingency plan. All other materials are managed as follows:

3.07(1). Recyclables

Recyclables are segregated and managed according to the following procedures to preserve value. All reasonable measures are taken to segregate recyclables from non-recyclables to ensure that they are diverted from landfill disposal in accordance with Env-Sw 405.04(2).

Recyclables will be stored temporarily (working storage) inside the recycling building (*see C-1 Site Plan, subject to minor changes*); the materials are ultimately transferred outside to their respective roll-off containers for storage prior to transport off site.

3.07(2). Masonry & Concrete Products

Brick, masonry products and concrete are stored in roll off containers located outside but near the recycling building. (*See Appendix A – Site Plan*).

3.07(3). Metal

Ferrous and non ferrous metal and wire are separated and stored outside in a roll off container and transported to a metal reclamation facility when the container is full.

Aluminum is segregated and may be processed through the horizontal baler prior to its transport off site to the

reclamation facility. The aluminum is temporarily stored outside in a roll off container.

3.07(4) Wood

Clean wood is stored outside in a roll off container.

3.07(5) Non-Recyclables

As described in section 3.04, once the recyclable materials are removed, the remaining materials are handled as non-recyclables and temporarily stored in open top transfer trailers, which are covered and secured when properly filled to capacity.

3.07(6) Municipal Solid Waste

MSW will be trucked to the site, dumped on the tipping floor, and recyclables will be removed. The remaining MSW will then be put into larger dumpsters and hauled to an approved disposal facility.

Section 4.0 Residuals Management Plan

4.01. Type and Quantity of Residuals

RPF generates the following residual materials requiring special management:

- Moisture that may drain out of materials deposited on the tipping floor.
- Liquids from the trailer loading tunnel. Quantity of liquids accumulated will vary depending on the mix of incoming materials.
- Non-recyclable materials. Volume will vary depending on incoming materials and respective market opportunities.

4.02. Residuals Management Procedures

The following is a brief description of the methods and procedures used by RPF to address each of the respective residual streams:

4.02(1) Moisture from waste

Moisture entrained in the materials is normally absorbed as the material is spread, separated and compacted on the tipping floor.

On inclement days with significant precipitation, some liquid from the material may accumulate on the tipping floor. If this occurs and the volume exceeds that which can be absorbed in the spreading and compacting process, sawdust or other absorbent material is spread and used to absorb the liquid. This material is then mixed with the non-recyclable material and shipped off site for disposal.

4.02(2). Liquids from the trailer loading tunnel

The recycling building is equipped with a floor drain and a 1000 gallon liquid holding tank to collect liquids from the trailer loading tunnel.

The holding tank meets the design criteria of [Env-Sw 404](#) and will be registered with NHDES Groundwater Discharge Drinking and Groundwater Bureau. (See *Appendix B*) It is equipped with visual and audio signal alarms, which are activated once the level reaches the maximum water depth.

The liquids are emptied on a regular basis and transported off site to a local municipal wastewater treatment facility for treatment and disposal.

4.02(3) Non-recyclable Material

The non-recyclable materials are segregated from the incoming materials and managed as described in Section 3.07.

4.02(4) General Shop waste

All internally generated waste and/or recyclable material are incorporated into the respective management procedures outlines above.

4.03 Waste Disposal

In accordance with Env-Sw 1105.10, the facility will maintain access to a minimum of two authorized disposal locations (See *Appendix C*) which are permitted to dispose of the expected quantity of non-recyclable materials:

- Site One: Keene, NH

- **Site Two: Bellows Falls, VT**
- Other permitted and authorized facilities, as necessary, to ensure that non-recyclable material is efficiently processed through the facility.

Similarly, agreements (*See attachment C*) will be maintained at a minimum of two locations for disposal of the liquids from the liquids holding tank: Keene WWTP & Bellows Falls WWTP.

4.04. Quality Assurance/Quality Control Provisions

RPF and authorized disposal facilities regularly communicate regarding acceptable and prohibited materials. Facility operating staff are trained in identification of prohibited materials; these procedures are followed by all facility operating staff.

Section 5.0 Facility Maintenance, Inspection and Monitoring Plan

Facility operating and supervisory staff are trained pursuant to Section 7.0. During facility operation, staff are alert to potential situations that may require their immediate attention and to ensure safe operating conditions and prevent adverse situations as noted in the following sections:

5.01. Spontaneous Combustion

The possibility of spontaneous combustion is limited since incoming materials are actively managed and do not include volatile materials. In addition, the materials are generally transported off site daily as described in Section 3.07. Finally, the building is metal framed with a concrete floor and steel siding, designed and constructed to limit the potential of fire.

An automatic fire detector will be installed inside the recycling building, should a fire occur during operating hours, the owner is immediately contacted, and if no answer is detected, the Walpole Fire department is automatically called to ensure immediate response.

In the unlikely event of a fire, procedures as outlined in Section 6.01(2) will be followed.

5.02. Other Fire Hazards

Although unlikely that a "hot" load would be delivered to the facility, all drivers are encouraged to take immediate action in the event of a fire or other safety concern. All drivers are instructed to immediately contact the RPF office and building attendant so assistance can be provided.

RPF personnel will be prepared for the arrival and manage the load once it arrives. Procedures as outlined in Section 6.01(3) will be followed.

Once controlled, an assessment will be made prior to discharging the load to determine the immediate need to notify and request assistance from the Walpole Fire Department.

Should a fire occur inside the building, the procedures described in Section 6.01(2) will be followed.

5.03. Vector Control

The facility is operated to minimize the potential for vectors. Recycling and transfer operations occur within the enclosed building. Other than during inspection and processing on the tipping floor, all non-recyclable materials are containerized into open top transfer trailers and covered by a tarp upon being filled to capacity. Materials are actively removed so that the potential for vectors is minimized.

RPF staff will regularly inspect the facility for vectors and will retain the services of a licensed pest control company to ensure that vectors do not become a problem.

5.04. Methane, Hazardous and/or Explosive Gas Generation

Any putrescible material will be removed from the facility before anaerobic decomposition can generate methane, hazardous or explosive gases.

Hazardous and/or explosive gases are not accepted or managed by the facility; liquids and gaseous wastes are prohibited.

5.05. Odors

The facility operations are conducted inside an enclosed building. In accordance with the operating permit, storage capacity and times are limited as presented in Section 3.07. Since non-recyclable material and MSW are typically transported off site daily, the potential for odor generation will be minimized. Recyclables are transferred off site as containers are filled. Adherence to the facility operating procedures generally prevents and/or controls odor issues.

The facility is located on approximately 6 acres and operated in a manner consistent with applicable NH Solid waste Regulations. Although odor generation is minimized, RPF will investigate the potential source in the event off site odors are detected and, if facility related, adjust operations accordingly. (e.g., apply odor neutralizing agents, arrange faster transfer, and check proper load tarping).

5.06. Dust

The majority of on-site travel surfaces are gravel. The areas potentially contributing to dust generation are the access road and turn around areas.

The site is located in an isolated area in a part of a former sand and gravel pit. The location provides that impact of dust off site will be minimal.

5.07. Windblown Litter

Material transfer operations occur within the building.

Most vehicles using the facility will be self contained packers and roll off trucks. Drivers are instructed to keep loads covered until they reach the turn around area to reduce the potential for litter generation.

To ensure that litter is properly managed, facility operational staff will inspect the site daily and collect litter or debris found. This material will be placed with other incoming material in the recycling building and processed accordingly.

5.08. Leachate

Section 4.0 Residual Waste management, describes procedures that are used to manage any liquids collected from materials that are processed at the facility.

5.09. Spill Management

Spills are managed in accordance with Section 6.01(5) Contingency Plan.

5.10. Storm Water Management

Storm water is generally managed as sheet flow from gravel surfaces and ultimately infiltrates into vegetated areas.

Storm water from slabs in building will be collected with floor drains and piped into the holding tank.

Section 6.0 Contingency Plan

The following contingency plan for Ruggiero Processing Facility discusses the potential emergency conditions, respective likelihood for occurrence and appropriate response to be taken by staff in an event.

Because of the no-toxic, non-hazardous nature of materials received at the RPF, emergencies of any kind are unlikely. Notwithstanding, several precautions and

procedures are in place to assure appropriate responses in the event of a release or accident. RPF has designated an Emergency Coordinator and Alternate Emergency Coordinator who assist in managing response activities should any of the following emergency situations occur at the facility.

In addition, RPF has posted emergency phone numbers in the recycling building and on the lock box at the main gate.

6.01 Emergency Planning

This plan describes the actions to be undertaken in response to the following:

- Severe storm
- Fire/Explosion
- Hot Loads
- Medical emergency
- Chemical spills
- Unacceptable waste

6.01(1). Severe Storm

The operations staff evaluate whether early closure of the facility is warranted. If the daily operation cannot be completed in time, the building and all vehicles will be shut down and secured until operations are safe to resume.

6.01(2). Fire/Explosion

The facility does not store any petroleum or other combustible products; therefore the likelihood of a fire or explosion is low. However, to assure full preparedness, hand-held fire extinguishers are located near the entry to the recycling building.

The materials unloaded inside the recycling building are managed in accordance with Env-Sw 404.05(d) (3). Access is maintained at all times in the event fire services are necessary.

Water supply in the event of a fire is off site via emergency vehicles.

Site personnel are trained to notify the fire department in the event of a fire and to use the appropriate fire extinguishers until the fire department arrives. A lock box system is provided to ensure that the fire department can always access the building.

Finally, an automatic fire detector alarm will be installed in the recycling building; should a fire occur during non-operating hours, the owner and Walpole fire department are automatically called.

6.01(3). Hot Loads

Hot loads which inadvertently arrive at the entry are managed immediately by on site personnel with assistance from the Walpole Fire Department (911) if needed. Upon arrival, drivers are instructed to immediately contact the RPF office. An assessment will be made to determine the immediate need to notify and request assistance from the Walpole Fire Department.

After appropriate response actions are taken (as determined on a load specific basis) and the load is determined safe, it is unloaded outside the south side of the building in the truck turn-around area. The area is gravel, so should there be any smoldering or burning material discharged, it will be extinguished using fire extinguishers and/or on site soil. If necessary, small amounts of water will also be used to assist in extinguishing any fire or smoldering materials. Once fully extinguished, facility operators will move the material into the building where it will be loaded into a transfer trailer using standard operating procedures. The area impacted by a hot load will also be cleaned to ensure that no residual material, contaminated soil or water is left in the area.

6.01(4). Medical Emergency/Personal Injury

In the event of minor personal injury at the facility, first aid kits will be available at the scale/office and inside the recycling building. Site personnel will be instructed to call 911.

First aid and CPR training will be provided to site employees to assist in the immediate care of burns, needle sticks, RMW exposure, chemical exposure and physical injuries.

For non-emergencies, transportation is provided to the Dartmouth Hitchcock Medical Center in Keene, New Hampshire. The contact information and routing to the hospital will be posted at the facility.

For more serious injuries, Mutual Aid Ambulance service will be contacted (911) for immediate instruction and treatment, including transport to the nearest hospital or to another medical treatment facility, if necessary.

Annual training is provided to facility employees regarding procedures for notification of injuries, fires and other emergencies.

6.01(5) Major Spills

6.01(5)(a). General Site

Although a major spill of any kind is unlikely, a third party spill response contractor will be called to the facility to manage the clean-up, should one occur. The types of spills that may occur include:

- i* Petroleum from a piece of operating equipment or any other vehicle on site.

In the event that a petroleum-based liquid is accidentally spilled from operating equipment or vehicles using the facility, it will be immediately contained, absorbent applied and cleaned up by facility operating personnel.

For spills greater than 25 gallons (or less than 25 gallons if for any reason site personnel are unable to immediately contain) the fire department will be contacted. Personnel will be isolated from the area. Trained personnel will be assessed and determine clean up required. NHDES will be notified.

- ii* *Unknown substance from an incoming load*

Facility personnel will immediately secure the area and contact the appropriate local and state personnel and agencies for assistance in determining appropriate procedures for managing the spill.

6.01(5)(b) Unloading/Loading Area – Recycling Building

The RPF recycling building is designed and constructed to fully contain all spills.

There are floor drains in the tipping floor so that any spills and/or any accumulation of liquids are contained in the holding tank. These liquids are co-mingled with the non-recyclable materials and/or absorbents. Spill kits, which include speedy dry, other absorbent material, and absorbent booms are kept inside the building. The holding tank shall be cleaned and containment sent to a disposal center.

The trailer tunnel floor drain is connected to an underground storage tank for collection and temporary storage of liquid. It is equipped with visual and audio signal alarms, which are activated once the water level reaches the maximum water depth.

Accumulated liquid is monitored and periodically pumped out and transported to a waste treatment facility permitted to treat such liquids.

6.01(6). Unacceptable Waste

If any unacceptable material is encountered, it is separated and removed from the facility by the original hauler. When such material is encountered, RPF will inform the hauler of other potentially available facilities for its management. If the original hauler is no longer at the facility or cannot be identified, RPF will assume responsibility for the proper disposal of the material as required by solid waste and/or hazardous waste rules.

While unlikely, should asbestos-containing material be inadvertently transported to the facility with C&D debris (e.g., asbestos shingles) it will be segregated and isolated from ongoing activities. RPF will contact outside contractors listed in Section 6.02 to manage the material.

Similarly, outside contractors will be contacted to manage any material that is suspected hazardous or otherwise requires special handling (any small containers of these flammable materials will be temporarily stored in a steel fireproof cabinet per the fire department).

Should lead-acid batteries be encountered, they will be managed pursuant to the universal Waste Rule (Env-Hw 1100) using procedures described in WMD-HW-18 and WMD-SW-4. They will be managed as follows:

- Stored on pallets so that their electrodes do not come into contact with electrodes of other batteries or metal objects;
- If stored in containers, covers will be loose fitting;
- Stored and kept dry;
- Stored away from sources of sparks or flames; and
- Stored so leaking batteries are separated from non leaking batteries.

These will be periodically transported to authorized battery recyclers or handlers in compliance with DOT requirements.

Should mercury containing devices (e.g., thermometers, thermostats, switches, relays, etc) be encountered, they will be removed and placed

in a small container for temporary storage until transfer off site to an authorized outside contractor.

All facility operating personnel will receive initial and periodic refresher training, which covers at a minimum:

- Acceptable recyclable and non recyclable materials
- Prohibited materials
- The facilities procedures to ensure that identified unacceptable material is managed properly.

6.02. Emergency Contacts

A list of emergency contacts and phone numbers will be posted at the scale house and the recycling building. The contact list will be reviewed at least annually and updated as necessary to ensure it is current. A current list (November 2010) that will be replaced periodically, is found in Appendix D.

Section 7.0 Employee Training Program

This section provides a summary of training procedures for RPF supervisory and operations staff. This training is based on requirements of:

- Job position, associated responsibilities and comp[any] procedures
- Regulatory-based training requirements.

7.01. Facility Staffing

Facility operating personnel have obtained certification or interim certification in accordance with Env-Sw 1600. At least one management/supervisor will be certified as a level IV operator for every one to five operators.

During hours of operation, at least fifty (50) percent of on site operating personnel directly involved with the management of recyclable and non-recyclable material is certified by the DES as solid waste facility operators pursuant to Env-Sw 1005.07(b)(1) and (3).

7.02. Supervisory and Operating Personnel Training

Operating staff have completed the Solid Waste Facility Operator Training and Certification Program conducted by the New Hampshire Department of Environmental Services.

The facility provides periodic refresher training to facility operations personnel and requires that employees holding Solid Waste Operator Certifications

maintain their certification by participating in annual continuing education workshops offered by DES. These workshops cover a variety of topics associated with solid waste facility operations.

New employees complete initial Employee Orientation throughout their 30 day probationary period while working under the direct and immediate supervision of an experienced member of the facility operational staff. Employees shall be certified during probationary period.

The training program at RPF will focus on key elements of safe facility operating practices, such as:

- Facility layout and operating equipment
- Work rules and procedures
- Facility permit and operating plan, including:
 - Materials inspection and identification procedures
 - Acceptable and prohibited materials
 - Contingency plan
- Equipment operating procedures and maintenances requirements
- New Hampshire Solid Waste Rules applicable to collection, storage and transfer facilities.

New employees shall register and obtain interim certification as a Solid Waste Facility Operator, (Level I to Level IV) under the New Hampshire Department of Environmental Services Solid Waste Operator Training and Certification Program. The employees retain their interim certification until they have successfully completed the next scheduled NHDES Solid Waste Facility Operator Training Program.

7.03. Documentation of Training

Documentation of operator training is maintained and posted at the administrative office, including copies of Solid Waste Operator Certificates issued by the New Hampshire Department of Environmental Services for facility staff.

Section 8.0 Recordkeeping and Reporting

8.01. Information Compilation

The facility owner will compile and maintain information documenting key aspects of facility operations. Recyclable and non-recyclable quantity information will be obtained as described in section 3.0. While out-of-State

waste is expected to be minimal, an evaluation will be performed to verify that the total quantity of waste received annually from New Hampshire generators does not exceed the total quantity of waste transferred to New Hampshire landfills. Should waste receipts approach its limit, out of-state loads will be scheduled accordingly and the scale operator notified.

All other information compiled will meet the requirements of Env-SW 405.04 (Public benefit) and 1105.06 (Facility Operating Records). The records will be maintained at the facility and will be readily available for NHDES inspection.

8.02. Recordkeeping Requirements

The permittee will compile and maintain records, which document facility operations including:

- (1) Facility Identification by name, street address, municipality and permit number.
- (2) Permittee name, address and telephone number.
- (3) Identification of all facility operator(s) by name, address, NHDES Operator certificate number, and dates of employment at the facility.
- (4) Quantity, type, sources and destination of non-recyclables, recyclables, and MSW received at the facility. In accordance with Env-Sw 405.05, the following information specifically will be tracked and recorded:
 - Total quantity of waste that the facility transfers annually to New Hampshire landfills or incinerators.
 - Total quantity the facility receives annually from New Hampshire generators.
- (5) Quantity, type and destination of the materials generated by the facility, including residuals which are not recycled.
- (6) Quantity, type and destination of all certified waste derived products produced by the facility, if any,
- (7) Records of inspections, maintenance and repairs.
- (8) Records of accidents, fires violations, remedial and emergency event response actions
- (9) Incident reports and record of complaints in accordance with Env-SW 1005.09
- (10) Data for all environmental monitoring performed at or for the facility, whether required by the solid waste rules or the permit is undertaken voluntarily.

- (11) Documentation of all contact with the waste management district(s) served by the facility as required by Env-Sw 1105.12
- (12) Other recordkeeping information and documentation required by Env-Sw 400 (Collection, storage, and Transfer Facility Requirements)
- (13) Other information and documentation required by the terms and conditions of the permit and solid waste rules.

RPF will maintain the operating records identified above during the active life of the facility, unless approval is granted or a Type V permit modification pursuant to Env-Sw 315 (g) to relocate or destroy the records. Operating records shall be made available for DES inspection and copies provided to the Department pursuant to Env-Sw 2000 (Inspections)

Following closure of the facility, the operating records will be maintained at a location approved by DES in the Closure Plan, unless destruction of the records is approved pursuant to the provisions of a Type V permit.

8.03. Facility reporting requirements

The permittee will ensure that the reporting requirements of Env-Sw 405.04(3) and 1105.07 (Reporting Requirements) are met and that the annual report for the facility is submitted by March 31 for the prior calendar year. All reporting will be in conformance with Env-Sw 303.03 (Basic Filing Requirements) and Env-Sw 303.04 (Signature Requirements).

Finally, RPF will send a copy of the annual report to the Town of Walpole, Board of Selectmen (as representative for the Walpole Solid Waste Management Dp:\project\k1998 ruggiero rubbish removal\docs\permit apps\solid waste\section 7 2014-07-07 k1998 operating plan.docp:\project\k1998 ruggiero rubbish removal\docs\permit apps\solid waste\section 7 2014-07-07 k1998 operating plan.docistrict) in accordance with Env-Sw 1105.12. A cover letter will accompany which explains how RPF met its obligations for providing a substantial public benefit (per Env-Sw 405.04) during the preceding year and which requests the Town/District representatives to identify specific needs which the facility may be able to assist in meeting.

Appendix A:

Site Plan

Appendix B:

Registration of Nondomestic Wastewater Holding tank

Appendix C:

Disposal Commitments

Appendix D:

Emergency Contacts

Ruggiero Processing Facility	Joseph Ruggiero	(802) 384-0397
Principal Operators	John Ruggiero	(802) 384-0836
Assistant Operator	Joseph Ruggiero III	(802) 384-9992
Ambulance/Fire Police	Emergency	911
Walpole Fire Department	Non-Emergency	(603) 756-3621
Walpole Police Department	Non-Emergency	(603) 455-2058
County Sherriff Emergency	Cheshire County	(603) 352-4238
Local Hospital	Cheshire Medical Center/Dartmouth Hitchcock Clinic	(603) 354-5400
Poison Control Center	Hanover Poison Center	1-800-562-8236
Spill Response Contractor		
Spill Response Contractor – Alt.		
Asbestos Contractor		
State Police (Headquarters)	Emergency	(603) 271-3636
	Emergency – Toll free	(800) 525-5555
	Non-Emergency, Troop C	(603) 358-3333
	Hazardous materials/Petroleum spills	(800) 346-4009
Department of Environmental Services (NHDES)	Emergency Response (Daytime)	(603) 271-3899
	Solid Waste Management Division	(603) 271-2925
	Hazardous Materials Spills	(603)271-3899
Department of Health & Human Services		(603) 357-3510
Homeland Security and Emergency Management		(603) 271-2231
U.S. Environmental Protection Agency (Boston)	Non-Emergency	(888) 372-7341
	Emergency	(800) 424-8802
National Response Center		(800) 424-8802
Federal Emergency Management Agency (Boston)	Boston	(617) 956-7506

Section 1.0 Facility Information

The Facility name, location, mailing address and property owner are as follows:

Name: RUGGIERO PROCESSING FACILITY

Location: 32 Industrial Park Drive, Walpole, NH

Mailing Address: Ruggiero Processing Facility, LLC
P.O. Box 434
Saxtons River, VT 05157

Section 2.0 Closure Schedule

This Schedule is based on the RUGGIERO PROCESSING FACILITY's operation as a commercial C&D and recycling facility. With regular maintenance and refurbishment of operating equipment, RFP expects to continue operations indefinitely. However, closure procedures will be initiated when one or more of the conditions of Env-Sw 1006.01 exist. These include:

- RUGGIERO PROCESSING FACILITY's operating permit is expired or revoked.
- RUGGIERO PROCESSING FACILITY ceases operations for any reason.
- Facility sustains irreparable damage.
- Environmental conditions exist that threaten human life or safety or threaten the environment in a way that cannot be remediated.
- Facility is issued an administrative or judicial order to cease operations.

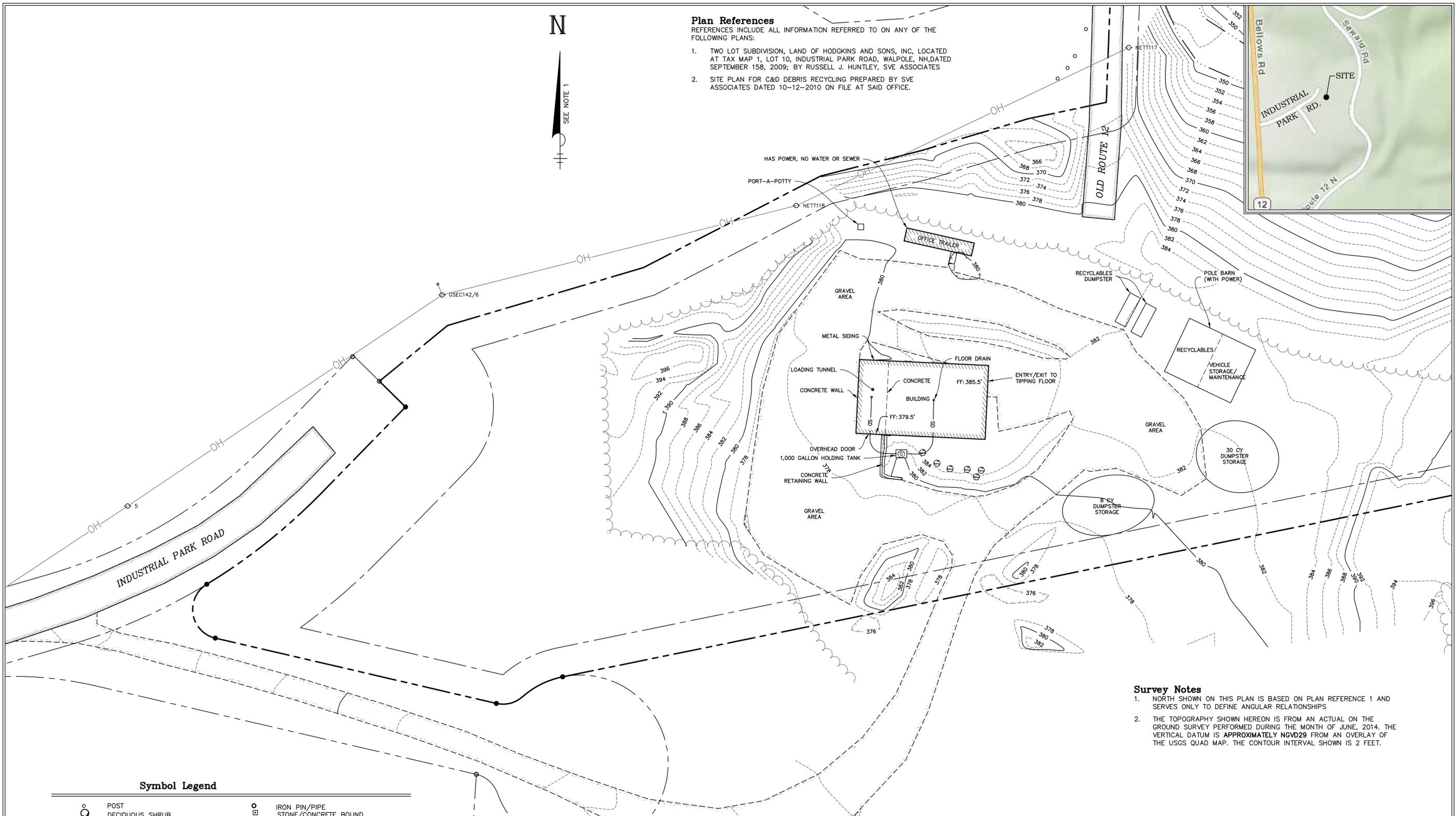
Closure will be completed within sixty (60) days of cessation of operations. The closure will occur according to the following schedule:

N

SEE NOTE 1

Plan References

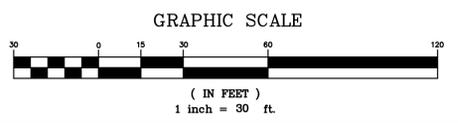
- REFERENCES INCLUDE ALL INFORMATION REFERRED TO ON ANY OF THE FOLLOWING PLANS:
1. TWO LOT SUBDIVISION, LAND OF HODGKINS AND SONS, INC. LOCATED AT TAX MAP 1, LOT 10, INDUSTRIAL PARK ROAD, WALPOLE, NH, DATED SEPTEMBER 158, 2009; BY RUSSELL J. HUNTLEY, SVE ASSOCIATES
 2. SITE PLAN FOR C&D DEBRIS RECYCLING PREPARED BY SVE ASSOCIATES DATED 10-12-2010 ON FILE AT SAID OFFICE.



- Survey Notes**
1. NORTH SHOWN ON THIS PLAN IS BASED ON PLAN REFERENCE 1 AND SERVES ONLY TO DEFINE ANGULAR RELATIONSHIPS
 2. THE TOPOGRAPHY SHOWN HEREON IS FROM AN ACTUAL ON THE GROUND SURVEY PERFORMED DURING THE MONTH OF JUNE, 2014. THE VERTICAL DATUM IS APPROXIMATELY NGVD29 FROM AN OVERLAY OF THE USGS QUAD MAP. THE CONTOUR INTERVAL SHOWN IS 2 FEET.

Symbol Legend

- | | | | |
|------|--------------------|---------|-----------------------------------|
| ○ | POST | ○ | IRON PIN/PIPE |
| ○ | DECIDUOUS SHRUB | □ | STONE/CONCRETE BOUND |
| — | STONE WALL | ● | DRILL HOLE |
| — | EDGE OF WATER | ● | 5/8" REBAR WITH CAP (SET) |
| ○ | FENCE/GATE POST | ■ | 4" X 4" GRANITE MONUMENT |
| — | TREE LINE | — | W/ DRILL HOLE (SET) |
| PSNH | UTILITY POLE W/GUY | CORD | CHESHIRE COUNTY REGISTRY OF DEEDS |
| 2 | WIRES, OVERHEAD | [1-2-3] | TAX MAP PARCEL NUMBER |
| ⊙ | LINE AND NUMBERS | 123/456 | DEED VOLUME & PAGE |
| | BURIED PROPANE | ROW | ROAD RIGHT OF WAY |
| | | NTS | TO TO SCALE |
| | | FF | FINISH FLOOR |
| | | CONC | CONCRETE SURFACE/PAD |



NO.	DATE	REVISION	BY
1	10/6/14	MISCELLANEOUS	LPS

SITE PLAN LAND OF C&D DEBRIS RECYCLING located at Tax Map 1, Lot 10-2 Industrial Park Road, Walpole, Cheshire County, New Hampshire		DATE PLAN: 9/22/14 DATE SURVEY: 6/14 DRAWN BY: MAM CHECKED BY: RH SCALE: 1"=30' PROJ. NO. K1998 CAD FILE NO. K1998 SITE 2014
SVE Associates © 2014 Engineering Surveying Landscape Architecture Planning 47 Marlboro St., Keene, NH 03431 Phone (603) 355-1532 Fax (603) 355-2969 website: www.sveassoc.com		