

**Monday, November 14, 2024 4:30 PM**

**Regular Session**

**Dalton Select Board Meeting**

Meeting called to order at 4:30 pm by Eric. Select Board members Jo Beth Dudley, Thomas Dubreuil (Tom), and Eric Moore were physically present. Town Admin, Jeanette Charon present and note taking.

Public attendees: Pam Kathan, Robin Pilotte, Michael Ryan, Kurt Hall, Mandy Deveno, Warren Green, Jennifer Green, Kris Ennis, Adam King, Cathleen Fountain, Jon Swan as well as others who chose not to sign in and could not be identified.

Adam King was in attendance to provide updates on the roads, primarily Smith Road, along with other Highway Department topics. Jeanette assisted in providing an update for the engineering work for Smith Road. All data has been gathered with the engineers starting to develop repair/road replacement options. Consolidated Communications still has not raised their lines on the relocated pole. Other town roads are in decent shape with the road crew filling some potholes and regrading sections of roads, as needed. The town has a FEMA update on Tuesday, November 19, 2024. Jeanette sent the cost breakdown for their use and review. Smith Road is a separate project for FEMA.

The new Western Star dump truck is not being taken by the town, with the town deciding to decline accepting the associated Clean Diesel Grant funding of approximately \$60k. The backhoe we currently have on lease w/purchase option is in disrepair. Adam has inquired with CAT about getting a new model on a similar new lease/purchase term. A proposal is expected in the upcoming week or two. Tom asked if our current unit needed a lot of work; Adam stated that it does since it was not properly maintained and repaired as needed. He would like to swap it out early to have a decent piece of equipment. The 2016 Ford F550 is currently in the shop getting its transmission replaced. The bill is expected to be approximately \$10k. Adam will develop a plan for vehicles and equipment replacement.

Joe Dumas, Dalton resident, has discussed opening inspections for the town vehicles at our highway garage. Jo Beth asked for a written proposal with details including equipment, costs, liability, independent contractors' agreement, etc. Adam has received his Class B CDL. Travis and Owin did not complete their online classes which prevented them from taking the recent test. While they will not be driving the international dump truck, they can both drive the Ford F550's with plows this winter. Adam would like to get fluorescent t-shirts and jackets made for the Highway Department to help with safety and visibility. Eric mentioned Unifirst for uniform deliveries. Adam thought there was another service that was similar with better pricing. Jeanette will look into it and compare prices.

Kyle was given the new revenue tracking sheet for use at the transfer station. Jo Beth developed and provided the sheet so the town could better track specific types of items discarded at cost at the facility. Jo Beth inquired about aluminum can revenue. There is no aluminum can revenue reported on this year's report. It was questioned whether or not Littleton gets the revenue we would normally receive. Adam will ask Kyle. It was noted that the tin cans go to the metal recycling with the other metal items.

Kris Ennis asked Adam about discussions with Under Canvas regarding anticipated infrastructure needs once the campground is in place. Adam hasn't had any lengthy discussions with the firm. Adam stated that additional grading will be necessary, at a minimum. Jo Beth briefly discussed this with the Under Canvas contacts when she attended the site visit and walk through in October. The company appeared to be open to paying for additional work for the roads if needed. Jen Green stated that we should determine what's needed and give them a proposal outlining our requests. Cathleen Fountain has a

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concern about Blakslee Road near Rooney, since the road is not wide enough to allow passing vehicles. Jo Beth noted that additional tax revenue would cover the additional fire/EMS and other regular town services associated with the campground, but would not be sufficient to cover major road work. Adam plans to attend the public hearing on December 4, 2024. Under Canvas has stated they are willing to place information and direction signage for campers, as allowable by the Town. Jo Beth suggested the Town and Under Canvas enter into a Memorandum of Understanding, so the company can clearly understand Dalton's requests.

The Board signed AP checks.

Tom asked about the check for Vander-Heyden Land Surveying for the repair of markers completed on Crossover Road. Jeanette will check on the minutes from the meeting when this work was discussed and approved by the Board. She will also inquire with Primex to see if it's something covered by insurance.

Jeanette provided a Municipal Building meeting room use form for the Dalton Fire Department CPR training. Eric executed the form.

Town attorney, Upton & Hatfield sent a revised invoice including additional details for September's charges and new charges for October. Jeanette highlighted the differences on the October invoice. Also noted was one item entirely removed from the revised invoice. This item was questioned at length in a previous meeting. Tom asked for a copy of the invoices. Jo Beth also asked for copies. She would also like to see topics invoiced separately since we regularly track costs for certain topics. Jo Beth would like details on invoice items. Tom suggested Eric contact Nate to discuss the billing. Jo Beth offered to make the call. Eric approved. Mandy Deveno asked for the amount of the invoice. Jo Beth replied. Jen Green suggested the Board review the billing practice from the firm. She asked if this was reviewed prior to signing the contract. Tom believes the first 6 minutes are free. Jo Beth suggested that Board review the engagement agreement with the pricing structure and billing practice. Jeanette will send each member a copy of the billing practices and invoices.

Eric Moore signed one pistol permit.

Jeanette presented three tax abatement requests. (1) for a mobile home removed in late 2024; (2) for deeded property where taxes were billed to the Town; (3) Ampersand tax bills issued while the PILOT was being negotiated. All three abatements were approved with Jo Beth making the motion, Eric providing a second, and approval via roll call vote.

Jeanette presented the written request for the Trustees of the Trust Funds to reimburse the Town \$98,560 for top coat paving stone for the town's roads. This will come from the Paving CRF. Jo Beth motioned with Eric's second. Approval via roll call vote.

Minutes for the November 4, 2024 Public Hearing on Emergency Expenditures were approved. Eric motioned with Jo Beth providing a second. Approval via roll call vote.

October 28, 2024 Select Board meeting minutes will be discussed at our next meeting. The minutes were sent earlier in the day and had not been reviewed by all members yet.

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Tom suggested proceeding with the transition to NCES for the Town's solid waste and construction debris. He believes the town will have substantial savings by making the move from Carberry to NCES. Jo Beth, going off memory, stated the risk was not worth less than the \$2000 the town could save, noting that the risk is that Carberry won't have the capacity to take Dalton after NCES closes. Jeanette reminded Tom we would be required to send our recycling to NCES and pay for it to be processed; we don't pay for recycling disposal when taking it to Littleton, except for electronics. Tom stated he didn't think we had to send recycling to NCES so it didn't matter. After reviewing the proposal from Casella, it appeared that was part of the pricing structure and a requirement.

Beattie provided a letter stating they were not providing transfer station hauling effective January, 1, 2025. Normandeau Trucking provided a proposal for trucking to Carberry for municipal waste and construction debris. Adam is checking on whether the transfer station can handle a larger container, which would lower our shipping costs.

Mandy Deveno asked where we would go for the gap year that NCES is closed and the proposed GSL is not open and functioning. Who will truck for us to a further location and who will pay for that? Pam Kathan said that Casella stated they would accommodate us. Discussion ensued on the topic about risk, cost, responsibility, etc. Kris Ennis asked that the Town and the Board do a full and complete analysis before making any changes, including a risk analysis. The Town is required by state statute to provide its residents with trash service. The Board would like Jeanette to ask Casella the following: (1) will they cover the additional costs for trucking our waste further due to NCES closing and GSL not being operable; (2) is NCES is closed, who will accept our trash to transport it to the further location; (3) Casella's proposal clearly states the all municipal waste, construction debris, and recycling will be transported to NCES for processing – is this required or can we take recycling elsewhere for processing; (4) does Casella provide trucking? Jeanette will ask Normandeau if they will provide a proposal to truck to NCES. Jeanette will also reach out to Littleton to inquire about weights of recycling materials delivered in the past couple weeks. Jeanette stated we should know all the details prior to seeking a contract. Tom stated that Carberry didn't want to weigh in on the questions by coming to the meeting. Warren Green asked what the savings are. Jeanette stated Carberry charges \$72/ton for municipal waste and construction debris. Casella wants to charge \$55/ton for municipal waste and construction debris and \$32/ton for recyclable materials plus \$19 per mattress. Jo Beth pointed out that we would lose out on the metals we get paid for as well, with the net savings on the order of \$150/month. Robin Pilotte asked if we can hold back the cans and metal since we make revenue off those items. The Casella tipping fees would increase a minimum of 5% per year or the percentage change in the consumer price index for garbage and trash collection, whichever is greater. Kris and Jen want to ensure the Board is truly doing an analysis and weighing the risk. Jo Beth has completed the analysis, and will provide specifics at the next meeting.

Michael Ryan provided a copy of the August letter sent to Dalton residents by Jon Casella highlighting the financial benefits of hosting the landfill. He asked if the Board was aware of the letter and whether or not it has been discussed. The Board confirmed they knew about the letter. Tom stated that it's not an easy process. Eric is going to talk about that process and talking to legal shortly.

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Health Trust sent the employee benefit renewal package for review and approval. Jeanette provided this information to the Board following our last meeting. Jo Beth motioned to approve the renewal. Eric provided the second and with approval via roll call. Eric executed the document.

Jo Beth asked about the proposal from Primex regarding P&L and WC coverage. Jeanette confirmed there was no proposal, just notification of the renewal prices.

Election recap: nearly 84% voter turnout with 56 new voter registrations and 621 total ballots cast. The election went very smoothly with calculations and reporting being done quite easily. Affidavit ballots will no longer be a part of the process for future elections.

Pam Kathan asked when she would get a copy of the voter checklist she requested. Cathleen Fountain stated the request should go through the town clerk via their email addresses. Pam stated she emailed it to the town clerk. Jeanette had not received any such request. Pam will email it again.

Jeanette presented the KRT Appraisal contract for the Board to review. Jeanette made two minor changes that KRT approved. She added the use of the PA-28 form in determining assessed values as well as the visiting of residences that are in construction or building phase when completing onsite assessment investigations. DRA will review the contract prior to the Board's execution. Jeanette will let KRT know the Board approved the contract, as revised. Eric motioned to approve the contract documents provided by KRT. Jo Beth provided a second with approval via roll call.

Jeanette received a proposed agreement from Casella for reimbursement of the legal fees related to the proposed Host Community Agreement (HCA) right before the meeting. A copy was given to the Board at the meeting. Jo Beth had comments and suggested the town should hire consultants, not our legal counsel as indicated in the proposed agreement. Tom stated that if Casella is wanting to pay for the legal then we should allow them to do that. Jeanette reminded them that's how this agreement came about. Our legal stated the letter they originally issued was not legally binding, as professed by Tom and Eric when presented. Tom stated that needs to be added into the contract when the Board talks to Casella and our legal together. Jo Beth states an agreement to reimburse the town for costs does not require a meeting between our legal and Casella by any means. We initiate the changes to the agreement, and legal reviews it for final legality. The attorney doesn't do negotiations on stuff like this; they just review it to ensure it's legally binding. Tom disagrees.

Tom disagrees with utilizing Sansoucy for the landfill assessment and agreement negotiation process. He believes they are good for electricity and things like that, not landfills. He wants to defer to legal to find out about that negotiation expertise. Jo Beth believes Sansoucy would be a good consultant for the Town to hire, but they should be employed by the town and not our attorney; there is no need to make our attorney a go-between. Tom doesn't want to burden the town with additional consultants. Jo states we would just submit any consultant invoices to Casella for reimbursement. Discussion ensued regarding experts being hired through the town and not our legal counsel, which would eat up unnecessary legal funds of the town. Jo Beth wants the qualifier removed from the agreement so that the Town hires consultants directly.

Tom wants to know if it would be a good idea to speak with Coventry about negotiating the host agreement. Eric confirmed they are in the process of looking for help too. Micheal Ryan asked what we

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were discussing. Mandy Deveno asked multiple questions. She asked about the timeframe of reimbursement from Casella for these fees? Are they supposed to reimburse on an ongoing basis, as submitted. Will they retroactively reimburse for legal fees already spent on the HCA? We do not believe that retroactive reimbursement exists, per the current proposed agreement. Mandy believes we should ask for that since Dalton has all the risk, currently. She asks about an escrow account in lieu of reimbursement. If the landfill does not move forward, will Casella still reimburse the town for costs incurred due to the HCA? Jo Beth confirms the agreement can be terminated by either party with written notice. Jo Beth confirms we want to ensure incurred costs are reimbursed through the date of termination, even though the invoice may not be submitted to Casella for 30 days. Lastly, Mandy stated it's important to loop the Town Administrator in with legal items to make sure we get all the correct data collected and submitted. The Board agreed that when discussing this proposed agreement with legal for review, paragraphs 2 and 3 need to name the Town as the entity hiring any consultants, including paying and billing Casella without going through legal. Jo Beth suggests a 30-day notice period for termination added, clarifying that all costs incurred prior to termination would be reimbursed, and clarifying that all costs related to the HCA, including this payment agreement, would be reimbursed even if prior to the date the payment agreement is executed. Tom agrees. Costs related to the HCA need to be billed separately from other things being billed to make reimbursement easier. Mandy suggested the possibility of forming a committee to help support the Board review the HCA. Eric stated that's not something they wish to do at this point. Mandy stated there is a lot on the plates of the Board right now and there are some great business owners who would be willing to help form questions and get through the process with the Board.

Sansoucy has offered to come have an informational meeting with residents to better understand what the Host Community Agreement means. This would allow residents to better understand the agreement and have the opportunity to ask questions.

Our tax deeded property reportedly appears to be open and perhaps accessible due to unsecured doors. We may want to have a no trespassing sign posted along with the door boarded up. The Board would like Jeanette to ask Adam to secure the door and add a no trespassing sign. Jo Beth motioned to secure the building and post signs. Eric provided a second with approval via roll call vote.

Jo Beth mentioned the changes to the Right to Know laws. Prior to the meeting she provided (emailed) the PowerPoint information from the NHMA informational session to the Board for their review, along with the NHMA guidance document. She suggests discussing our current policy at a future meeting, and possibly making changes in accordance to changes in the RTK law.

Michael Ryan asked why the current meeting wasn't posted. He said he looked at his calendar and it wasn't posted on his computer at 3:30pm that afternoon. Jo Beth let him know that sometimes you have to refresh the page so it updates the information. She confirmed that the meeting is posted on the website. He appreciated the guidance on refreshing a web page and apologized.

Jeanette added the CPCNH Public Hearings for 11/25 and 12/9, prior to our Select Board Meetings. This will be to discuss Dalton's Community Power membership to help the community reduce their electricity rates. Notice is on the website, will be in the paper, at the building and at the Country Store.

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Eric motioned to enter nonpublic at 6:57pm for legal and personnel. Tom provided a second with approval via roll call vote.

Jo Beth motioned to re-enter public session at 7:49pm. Eric provided a second with approval via roll call.

Tom motioned to seal nonpublic minutes #1 for legal. Eric provided a second with approval via roll call vote.

Eric motioned to adjourn the meeting at 7:50pm. Tom provided a second with approval via roll call vote.

Minutes Respectfully submitted by Jeanette Charon.

Minutes Approved On: 11/21/24 (date)

Jo Beth Dudley

Jo Beth Dudley

Thomas Dubreuil

Thomas Dubreuil

Eric Moore

Eric Moore

Nonpublic Session Minutes

Town of Dalton

Date: November 14, 2024 # 2 Personnel

Members Present: Jo Beth Dudley   x  

Thomas Dubreuil   x  

Eric Moore   x  

Motion to enter Nonpublic Session made by Eric seconded by Tom

Specific Statutory Reason cited as foundation for the nonpublic session:

   RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

   RSA 91-A:3, II(b) The hiring of any person as a public employee.

  x   RSA 91-A:3, II(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant.

   RSA 91-A:3, II(d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are averse to those of the general community.

   RSA 91-A:3, II(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against this board or any subdivision thereof, or by or against any member thereof because of his or her membership therein, until the claim or litigation has been fully adjudicated or otherwise settled

   RSA 91-A:3, II(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

Roll Call vote to enter nonpublic session:	Jo Beth Dudley	<input checked="" type="radio"/> Yes	<input type="radio"/> No
	Thomas Dubreuil	<input checked="" type="radio"/> Yes	<input type="radio"/> No
	Eric Moore	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Remove public meeting tape (if applicable).

Entered nonpublic session at 6:57 a.m./ p.m.

Other persons present during nonpublic session: Jeanette Charon, present and recording minutes.

Description of matters discussed, and final decisions made: Jeanette presented her formal written version of the hostile work environment complaint discussed on October 15, 2024. A discussion ensued about the complaint, why Jeanette found it necessary to follow through with the complaint and what Jeanette expects and hopes the Board will do to provide her with a workplace free from hostility and harassment. The discussion continued amongst the members of the Board and Jeanette with Jeanette providing information on what led to the formal filing of the complaint. She asked for the Board's complete cooperation in resolving this serious issue. Suggestions were made for Board members to obtain additional training, and to review Jeanette's resume and job description, and the town's personnel policy. Further discussion will continue, if necessary.

Note: Under RSA 91-A:3, III. Minutes of proceedings in nonpublic sessions shall be kept and the record of all actions shall be promptly made available for public inspection, except as provided in this section. Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless, by recorded vote of 2/3 of the members present, it is determined that divulgence of the information likely would affect adversely the reputation of any person other than a member of this board, or render the proposed action of the board ineffective, or pertain to terrorism. In the event of such circumstances, information may be withheld until, in the opinion of a majority of members, the aforesaid circumstances no longer apply.

Motion to leave nonpublic session and return to public session by Jo Beth, seconded by Eric.

Motion: PASSED / DID NOT PASS (circle one)

Nonpublic meeting tape removed; public meeting tape replaced (if applicable).

Public session reconvened at 7:50 a.m./p.m.

Motion made to seal these minutes. If so, motion made by \_\_\_\_, seconded by \_\_\_\_, because it is determined that divulgence of this information likely would

Affect adversely the reputation of any person other than a member of this board

Render a proposed action ineffective

Pertains to preparation or carrying out of actions regarding terrorism

Roll Call Vote to seal minutes:	Jo Beth Dudley	Yes	No
	Thomas Dubreuil	Yes	No
	Eric Moore	Yes	No

Motion: PASSED / DID NOT PASS (circle one)

These minutes recorded by: Jeanette Charon





RECEIVED  
NOV 04 2024  
BY: .....

October 25, 2024

Town of Dalton  
756 Dalton Rd  
Dalton, NH 03598  
Attn: Select Board Members

Dear Select Board Members:

I hope this letter finds you and your town well.

I would like to take this opportunity to thank you for your business over the years but am writing to inform you that as of December 31, 2024, Beattie Enterprises will no longer be servicing towns for waste disposal services. This has been a tough decision for me to make and has not been taken lightly, since Beattie Enterprises has been hauling waste for 42 years. However, as employees retire the work force replacement of certain employees is difficult to find, therefore, I feel that I cannot provide the service that you are accustomed to going forward.

I am sending this now to hopefully give you ample time to find another hauler. If you have any questions or need to discuss anything further, please feel free to reach out to me (cell 603-481-1219).

Again, I thank you for your business and wish your town the best.

Sincerely,

A handwritten signature in black ink that reads "Shane M Beattie". The signature is written in a cursive style with a long horizontal flourish at the end.

Shane M Beattie  
President Beattie Enterprises Inc.

Town of Dalton, NH

Solid Waste Transportation Contract  
With Normandeau Trucking, Inc.

I. PURPOSE: This agreement, dated this 31st day of December 2024 by and between the town of Dalton, NH, with Normandeau Trucking, Inc. (NTI) is intended to state the terms and conditions by which NTI will provide transportation of solid waste from the town's transfer facility.

II. TERM: This contract will start at 12:01 a.m. January 2025. The expiration of this contract will be midnight December 31, 2029. The town has the right to extend this agreement by two years within 90 days of expiration provided NTI has reviewed rates, terms and agreed to any new terms.

### III DEFINITIONS:

A. ACCEPTABLE WASTE shall be within provisions and definitions of the Mt Carberry landfill. Any refused waste will be the responsibility of the town of Lancaster for any transportation and tipping costs associated with any disposal.

B. BILLING PERIOD: Weekly. Terms Net: 30 days / 1.5% interest.

C. FORCE MAJEURE: Any act or event beyond the control of the parties which materially and adversely affects the execution of this agreement, including without limitation:

1. Strike or work stoppage in excess of 10 days.

2. Any destruction of or damage to, or any interruption, suspension, or interference with this agreement by:

A. Acts of God, fires, accidents, explosion, or similar occurrences

B. Acts of the public enemy, wars, civil disturbances, vandalism, or similar occurrences; or

C. Suspension, termination, or interruption of utilities.

IV. SCOPE OF WORK: NTI shall be responsible for the transportation of the town's solid waste and C&D to the Mt. Carberry landfill in Berlin, NH. All waste will be disposed of in a safe and legitimate manner. NTI reserves the right to revisit this agreement if the disposal site, scope of work, facility site, or disposal site changes.

All other waste shall be handled by NTI or its designated subcontractors. Operation strategy will be that the town's station attendant will be responsible to notify NTI with reasonable possible time of a load that needs emptying. (We have a 24 hour service thru an answering service) NTI will respond within 24 hours of business operation, but will not be totally restricted to this time window because of occasional

scheduling, weather delays, breakdowns, etc. The town's responsibility will be to cooperate and overlap operations within NTI to assure as seamless an operation as possible. All facility areas will be open, plowed, sanded, tops of the containers cleared of snow and ice and accessible to accommodate NTI operating needs. All equipment to the town's facility shall be the town's responsibility. If such equipment is in need of repair and if indicated so by NTI, the town will do so as practical to the operation.

#### V. PAYMENT:

##### A. MSW and C&D Rate Schedule per Load to Mt. Carberry.

1/1/25 - 12/31/25	\$550.00
1/1/26 - 12/31/26	\$570.00
1/1/27 - 12/31/27	\$590.00
1/1/28 - 12/31/28	\$610.00
1/1/29 - 12/31/29	\$632.00

##### B. Extra Containers if needed.

Delivery 1 <sup>st</sup> year = \$250.00	Rental = \$185.00 per month
2 <sup>nd</sup> year = \$258.75	Rental = \$191.50 per month
3 <sup>rd</sup> year = \$268.00	Rental = \$199.00 per month
4 <sup>th</sup> year = \$277.00	Rental = \$206.00 per month
5 <sup>th</sup> year = \$287.00	Rental = \$214.00 per month

##### C. Container Rental

1 <sup>st</sup> year = \$185.00 per month
2 <sup>nd</sup> year = \$191.50
3 <sup>rd</sup> year = \$199.00
4 <sup>th</sup> year = \$206.00
5 <sup>th</sup> year = \$214.00

##### D. Fuel Surcharge per trip.

\$4.00 per gallon will be the trigger price.  
\$1.70 added per \$.05 increase in price per gallon.

\$4.00 = \$8.50 per trip
\$4.05 = \$10.20 per trip
\$4.10 = \$11.90 per trip
\$4.15 = \$13.60 per trip
\$4.20 = \$15.30 per trip
\$4.25 = \$17.00 per trip
\$4.30 = \$18.70 per trip
\$4.35 = \$20.40 per trip
\$4.40 = \$22.10 per trip
\$4.45 = \$23.80 per trip

\$4.50 = \$25.50 per trip  
Etc.....

Tipping fees are the town's responsibility where applicable.

D. "Freeze-ins" and "stick-ins" - after 45 minutes on the landfill weight slip will be assessed at \$120.00 hourly in 1/2 hour increments.

VI. Insurance. Normandeau Trucking, Inc. shall provide:

Liability insurance: contractor's general public liability and property damage as follows:

\$1,000,000.00 bodily injury  
\$1,000,000.00 aggregate  
Workmen's compensation

All insurance will be evidenced to the town and list the town as "additionally insured". NTI will further provide evidence where needed to any other required parties upon request.

VII. Applicable laws, rules, and regulations. Nothing in this agreement shall require NTI or the town to knowingly use this agreement to break any laws, rules, or regulations concerning transport and disposal of the waste, administrative, or legalities.

VIII. Changes and modifications: There may be on occasion a need to change, modify, rectify, amend, or delete this agreement to accommodate needs not apparent at the commencement of this agreement. If such the case exists, all parties will in good faith address those needs to a mutually agreeable conclusion.


IX. All Mt. Carberry fees assessed by the landfill operator to the transport, handling, or disposal of the town's waste will be the town's responsibility.

X. With 60 days written notice, either NTI or the town may quit this agreement. Such notification must be accompanied by a written reason for this action. It must be of reasonable nature, and both parties have tried to work out a mutually agreeable conclusion first.

Dated \_\_\_ / \_\_\_ / \_\_\_  
Dalton, NH

Dated 4 / 14 / 24

\_\_\_\_\_  
Selectman

  
\_\_\_\_\_  
Barry Normandeau  
President  
Normandeau Trucking, Inc.

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

## **Agreement**

NOW COMES Granite State Landfill, LLC, a New Hampshire limited liability company with a principal place of business at 25 Greens Hill Lane, Rutland, Vermont (“Company”), and the Town of Dalton, a New Hampshire Municipality situated at 756 Dalton Rd, Dalton, New Hampshire (“Town”) (each a “Party” and together, the “Parties”) and this \_\_\_ day of November, 2024 (the “Effective Date”) hereby agree as follows:

### **Recitals**

**WHEREAS**, the Town wishes to enter into an agreement whereby Company will reimburse attorney fees incurred by the Town in connection with the Town’s review of the Company’s Host Community Agreement proposal; and

**WHEREAS**, the Company wishes to enter into an agreement whereby the Company will reimburse attorney fees incurred by the Town in connection with the Town’s review of the Company’s Host Community Agreement proposal;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, and provisions set forth herein the Parties agree as follows:

1. The Town of Dalton will engage legal counsel to review the Company’s Host Community Agreement proposal, attached hereto as Exhibit A (the “HCA Proposal”) and provide advice to the Town in connection therewith;
2. The Company will reimburse the Town of Dalton legal expenses, including expert consultants hired by the Town of Dalton’ legal counsel, in connection with review and advice concerning the HCA Proposal, up to \$25,000.00 (Twenty Five Thousand Dollars), incurred after the Effective Date, documented and presented to the Company for reimbursement, pursuant to Paragraph 3.
3. The Town shall present requests for reimbursement to the Company in the form of a summary invoice prepared by the Town’s legal counsel which shall indicate that services invoiced are for review and advice concerning the HCA Proposal. The invoice shall not include privileged or confidential information, but shall include the dates of service, hours billed, hourly rate, and expense detail.
4. The Company shall reimburse the Town by electronic funds transfer or check, whichever the Town prefers, within 30 (thirty) days of receipt of a request meeting the specifications of Paragraph 3.
5. Notices and requests for reimbursement to the Company shall be sent via confirmed delivery method, as follows:

Attention: NOTICES  
Simon Tripp, Vice President  
Granite State Landfill  
25 Greens Hill Lane  
Rutland, Vermont 05701  
[Simon.tripp@casella.com](mailto:Simon.tripp@casella.com)

Notices to the Town shall be sent via confirmed delivery method as follows:

Attention: NOTICES  
Eric Moore, Chair  
Dalton Selectboard  
756 Dalton Road  
Dalton, New Hampshire 03598  
[email]

Either party may confirm delivery by email, and if that does not occur, confirmed delivery shall occur by certified mail or overnight mail delivery method.

6. Nothing herein shall obligate either party to enter into the HCA Proposal, and either party may terminate this Agreement with written notice to the other as provided herein. In the event of termination, neither party shall have further obligation under this Agreement, except that Company shall remain responsible for reimbursement within the limitations of this Agreement, through the date that notice of termination is delivered.
7. Nothing in Agreement is to be construed to: (a) imply that Company shall participate in or have approval rights in the Town's selection of legal counsel; or (b) constitute an explicit or implicit waiver of the Town's attorney client privilege with its legal counsel.
8. The parties acknowledge and represent that they have authority to enter into this agreement and that all resolutions to execute this agreement have been passed according to applicable law.
9. Company's liability hereunder shall be limited to and shall not exceed a total of \$25,000.00 (Twenty-Five Thousand Dollars).
10. This agreement may be amended by written agreement, signed by both parties.

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

Granite State Landfill, LLC:

Town of Dalton:

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized Agent

Duly Authorized Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A – Host Community Agreement Proposal

**From:** George E. Sansoucy <gsansoucy@sansoucy.com>  
**Sent:** Thursday, October 31, 2024 2:47 PM  
**To:** Town Admin

Jeanette,  
Skip "could" have an informational meeting with town residents if your board of selectmen is in favor of that. He works for "the town" and doesn't want to overstep that.  
He would need to have the agreement that she referred to on the phone to take a look at. He hasn't seen it yet.  
Good luck!  
Min  
GES/mk

George (Skip) E. Sansoucy  
George E. Sansoucy, P.E., LLC  
148 Main Street  
Lancaster, NH 03584  
603-788-4000  
Email: [gsansoucy@sansoucy.com](mailto:gsansoucy@sansoucy.com)

**STATEMENT OF CONFIDENTIALITY:**

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, please notify George E. Sansoucy, P.E., LLC immediately at (603)788-4000 and destroy all copies of this message and any attachments contained therein.



August 1, 2024

Dear Residents of Dalton,

On Monday, July 29, representatives of the Granite State Landfill (GSL), a subsidiary of Casella Waste Systems, Inc. (Casella) presented a project update and outlined a proposed host community agreement to members of the Dalton selectboard. Because many of you were not in attendance, I wanted to personally reach out with this information so you had it available to read and understand what the proposed landfill could mean for you and your families.

A host community agreement is not a requirement for the landfill to be developed, but as an organization we enter into similar agreements with most towns in which we have facilities like the one being proposed in Dalton. In addition to significant financial benefits, the agreement is also the best opportunity for residents to provide input that will help shape operations at the facility.

Under the proposed agreement, the town's entire \$2.1 million property tax commitment from 2023 would be offset by financial benefits of hosting the landfill. As proposed, the following benefits would be extended to the town:

- **\$2 million** in annual payments while the landfill is operational.
- Free curbside collection of trash and recyclables for all residents, non-industrial small businesses, and town-owned buildings, representing a benefit of **\$150,000 annually**, while the landfill is operational.
- Town beautification and improvement fund, replenished at **\$50,000 annually**, while the landfill is operational.
- Free acceptance of up to 1,000 tons per year of trash from the Dalton transfer station, valued at **\$65,000 annually**, beginning when the host community agreement is signed.

As presented, the landfill will provide disposal capacity for 18 years, providing critical infrastructure designed to protect human health and the environment from society's waste, and is expected to be operational in 2028 after proceeding through the necessary permitting and construction timeline.

To date, Casella has received its Shoreland Impact Permit from NHDES, and has submitted the seven others which are in various stages of review, public input, and response.

We look forward to continuing the conversation around this proposal and the future of the Granite State Landfill.

Sincerely,  
CASSELLA WASTE SYSTEMS, INC.

John W. Casella  
Chairman & CEO

## **Official Confirmation of Formal Verbal Notice of Hostile Work Environment**

**Verbal Notice Provided October 15, 2024**

**Written Notice Provided November 4, 2024**

Jeanette Charon (Jeanette) advised the Board of Selectmen of the Town of Dalton, NH that she was formally submitting a complaint for a hostile work environment. Dalton resident, Pam Kathan (Pam), continuously speaks out, interrupts others while they are speaking, makes comments to Jeanette, about Jeanette, Jeanette's performance, Jeanette's responsibilities, and Jeanette's comments or questions to the Board of Selectmen. Pam has approached Jeanette multiple times in person in an aggressive manner both inside and outside the building, before, during or after meetings. Furthermore, Pam has begun coaching Selectmen Thomas Dubreuil (Tom), and Eric Moore (Eric) leading them to make decisions to not include Jeanette in work discussions such as nonpublic meetings, legal discussions, etc.

This notice should extend to Scott Kleinschrodt (Scott), who attends meetings randomly, and degrades Jeanette as she answers questions, provides clarification to statements, and carries out her duties as Dalton's Town Administrator. It should be noted that Scott has never approached Jeanette physically in an aggressive manner; however, his degrading speech and remarks need to cease.

Lastly, Tom, since before his first day on the board has acted in a hostile, demeaning, belittling manner towards Jeanette, speaking about Jeanette in an ill manner, and carrying out actions that have prevented Jeanette from completing her tasks as outlined in her job description, developed in February/March 2022, prior to Jeanette's application, interview, and hiring in June 2023. On July 24, 2023, after months of abuse from Tom and after multiple private meetings with Tom to address these issues, and at the suggestion of Town's insurer, Primex, Jeanette presented the issues during a Select Board meeting.

Jeanette found it necessary to seek FMLA due to the stress and anxiety this situation has caused, and now she reports for work and each meeting with the Board and residents fearful of who will attack next. Jeanette's multiple attempts to resolve this situation in a professional manner have been unsuccessful, leaving her no other choice but to file the formal complaint.

**Upton & Hatfield, LLP**

10 Centre Street  
Concord, NH 03301  
603-224-7791  
Tax ID No. 02-0218790

**RECEIVED**  
OCT 15 2024

October 8, 2024

BY: .....

Town of Dalton  
756 Dalton Road  
Dalton, NH 03598

240861

**Statement**

<b>Matter</b>				<b>Running</b>
<b>Date</b>	<b>Bill Number/Description</b>	<b>Bill Amount</b>	<b>Paid Amount</b>	<b>Balance</b>
240861.1 - General Representation				
10/08/24	170498	6,417.00		6,417.00
		<b>Matter Balance Due</b>		<b>6,417.00</b>
		<b>Total Balance Due</b>		<b>6,417.00</b>

# Upton & Hatfield, LLP


10 Centre Street  
Concord, NH 03301  
603-224-7791  
Tax ID No. 02-0218790

Offices also in:  
Peterborough  
Portsmouth

October 8, 2024  
**Reference No. 170498**

Town of Dalton  
756 Dalton Road  
Dalton, NH 03598

CLIENT: 240861 - Dalton, Town of  
Matter: 240861.1 General Representation

<b>Date</b>		<b>Professional Services</b>	<b>Hours</b>	<b>Amount</b>
09/05/24	NCM	Work on Town issues; exchange e-mail with prior counsel;	1.10	253.00
09/10/24	NCM	Work on Town issues;	1.10	253.00
09/11/24	NCM	Receive and review personnel policy; review and begin consideration and analysis of issues with Policy;	1.80	414.00
09/11/24	NCM	Receive and review e-mail from Town regarding HB1221;	0.20	46.00
09/12/24	NCM	Receive and review e-mail from Town regarding HB1221; consider and analyze question; prepare and outline response;	2.50	575.00
09/16/24	NCM	Work on Town issues; exchange e-mail with Town;	2.40	552.00
09/17/24	NCM	Work on Right to Know issues for Town;	1.20	276.00
09/18/24	NCM	Receive, review, and consider redactions and exemptions for right-to-know responsive documents for Town;	1.80	414.00
 09/18/24	NCM	Telephone conference with Clients; outline issues and next steps;	2.80	644.00
09/19/24	NCM	Work on updated legislative issues for the Town; telephone conference with Town re same;	2.30	529.00
09/20/24	NCM	Receive, review, and consider additional conservation	2.40	552.00

Client Ref: 240861 - 240861.1  
Reference No. 170498

October 8, 2024  
Page 2

<b>Date</b>		<b>Profesional Services</b>	<b>Hours</b>	<b>Amount</b>
		commission documents; prepare response to commission;		
09/23/24	NCM	Work on right-to-know issues for Town; receive, review, and work on property acquisition issues for Town; exchange e-mail with Town regarding issues and concerns;	2.10	483.00
09/25/24	NCM	Receive and review DTC right-to-know responses; exchange e-mail with Town;	1.50	345.00
09/26/24	NCM	Receive, review, and consider additional documents and issues raised re conservation commission;	2.20	506.00
09/30/24	NCM	Work on personnel policy issues for Town; exchange e-mails with Town regarding same;	2.50	575.00
<b>Total for Professional Services</b>			<b>27.90</b>	<b>\$6,417.00</b>
<b>Total for Services and Expenses</b>				<b>\$6,417.00</b>
Prior Balance				184.00
Payments Since Last Bill				-184.00
<b>Amount Due</b>				<b>\$6,417.00</b>

**Upton & Hatfield, LLP**

10 Centre Street  
Concord, NH 03301  
603-224-7791  
Tax ID No. 02-0218790

November 8, 2024

Town of Dalton  
756 Dalton Road  
Dalton, NH 03598

240861

**Statement**

<b>Matter</b>				<b>Running</b>
<b>Date</b>	<b>Bill Number/Description</b>	<b>Bill Amount</b>	<b>Paid Amount</b>	<b>Balance</b>
240861.1 - General Representation				
11/08/24	170958	8,717.00		<u>8,717.00</u>
		<b>Matter Balance Due</b>		<u><b>8,717.00</b></u>
		<b>Total Balance Due</b>		<u><u><b>8,717.00</b></u></u>



# Upton & Hatfield, LLP

RECEIVED  
NOV 12 2024

10 Centre Street  
Concord, NH 03301  
603-224-7791  
Tax ID No. 02-0218790

BY: ....Offices also in:  
Peterborough  
Portsmouth

Town of Dalton  
756 Dalton Road  
Dalton, NH 03598

November 8, 2024  
Reference No. 170958

CLIENT: 240861 - Dalton, Town of  
Matter: 240861.1 General Representation

Date		Professional Services	Hours	Amount
09/05/24	NCM	Work on Town issues; exchange e-mail with prior counsel regarding file materials;	1.10	253.00
09/10/24	NCM	Review and consider upcoming Town concerns and issues; work on setting up file;	1.10	253.00
09/11/24	NCM	Receive and review personnel policy from Town Administrator; review and begin consideration and analysis of issues with Policy;	1.80	414.00
09/11/24	NCM	Receive and review e-mail from Town Administrator regarding HB1221;	0.20	46.00
09/12/24	NCM	Receive and review e-mail from Town Planning Board Chair regarding HB1221; consider and analyze question; prepare and outline response;	2.50	575.00
09/16/24	NCM	Work on Town issues regarding regarding HB 1221 and personnel policy; exchange e-mail with Town Planning Board Chair;	2.40	552.00
09/17/24	NCM	Receive and review e-mail from Town Administrator regarding Right-to-know issues; work on Right to Know issues for Town; - existed	1.20	276.00
09/18/24	NCM	Receive, review, and consider redactions and exemptions for right-to-know responsive documents for Town Administrator; exchange same with Town Administrator;	1.80	414.00
09/19/24	NCM	Work on updated legislative issues for the Town; <sup>HB1221</sup>	2.30	529.00

Missing

2.80 hours for 9/18/24 Telephone conference w Clients; outline issues and next steps;

\$644-

Date	Professional Services	Hours	Amount
	telephone conference with Town re same; <i>Planning Bd. AB 1221</i>		
09/20/24	NCM Receive, review, and consider additional conservation commission documents from Town Selectboard member Dubreuil; prepare response and additional considerations to Town;	2.40	552.00
09/23/24	NCM Work on right-to-know issues for Town; receive, review, and work on property acquisition issues for Town; receive and review e-mail from Town Administrator regarding issues and concerns;	2.10	483.00
09/25/24	NCM Receive and review additional DTC right-to-know responses from Town Administrator; exchange e-mail with Town Administrator;	1.50	345.00
09/26/24	NCM Receive, review, and consider additional documents and e-mails regarding DCC from Selectboard member Dubreuil; review and consider issues;	2.20	506.00
09/30/24	NCM Work on personnel policy issues for Town; exchange e-mails with Town Administrator regarding same;	2.50	575.00
10/01/24	NCM Receive, review, and exchange e-mail with Town Administrator regarding deed repurchasing; study and review tax deeds and draft documents;	2.30	529.00
10/02/24	NCM Receive additional documents from Town regarding conservation commission; analyze same;	1.20	276.00
10/10/24	NCM Receive and review additional follow-up information from Town Administrator regarding road agent concerns with personnel policy; review and work on guidance;	1.40	322.00
10/17/24	NCM Receive and consider e-mail from Town Administrator regarding Casella agreement to cover legal fees;	0.40	92.00
10/22/24	NCM Review remaining personnel policy issues; exchange e-mail with Town Administrator regarding the same;	2.70	621.00
10/22/24	NCM Exchange e-mail and analysis with Town Administrator regarding road agent issues;	1.30	299.00
10/28/24	NCM Review and work on DCC issue appeal issue for	1.40	322.00

*emaild @ 10:35 Am  
 response @ 11 Am. 2 1/2*

*hours?*

*We emaild for 1 hour start to finish 2 1/4 hours?*

*There are no road agent issues. This is personnel policy.*

*\**

*\**

*\**

Client Ref: 240861 - 240861.1  
Reference No. 170958

November 8, 2024  
Page 3

Date	Professional Services	Hours	Amount
	Town; receive and review e-mail from Town Administrator regarding the same;		
10/30/24	NCM Exchange e-mails with Town Administrator regarding DCC and Tan Letter; prepare draft Tan letter for Town;	2.10	483.00
<b>Total for Professional Services</b>		<u>37.90</u>	<u>\$8,717.00</u>
<b>Total for Services and Expenses</b>			<u>\$8,717.00</u>
Prior Balance			184.00
Payments Since Last Bill			-184.00
<b>Amount Due</b>			<u><u>\$8,717.00</u></u>

\*

1044 mail sent  
1128 up  
received w/ draft form letter  
2 hrs?