

**Monday, January 20, 2025 6:30 PM**

**Regular Session**

**Dalton Select Board Meeting**

Meeting called to order at 6:31 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, Mandy Deveno, Paul Deveno, Carol Sheltry, Warren Green, Jen Green, Kris Ennis, Michael Trudeau, Cathleen Fountain, Marc Morgan from Casella, and videographer Emily Thompson as well as others who chose not to sign in and could not be identified.

Marc Morgan from Casella was present to review the municipal waste contract. Jeanette provided RSA 149M:17 to the Board at the request of Cathleen Fountain, with section IV highlighted (A town may contract, upon a majority vote of its legislative body, with the owners or operators of solid waste disposal facilities for the disposal of solid waste.) Tom motions to move forward and sign the contract. He stated that Robert's Rules were already discussed and approved and the RSA states the Board may, it doesn't state that have to. Jo Beth reminds Tom a revised contract was received and the Board should go through it. She continues that when NCES closes, Casella stated they would provide disposal of the town's trash at no additional cost. Eric confirmed that was his understanding. That statement is not included in the contract. Marc Morgan made the public statement that Casella will honor the same contract with the Town of Dalton, as written, in the event the facility is shutdown. Jo Beth asked what the town does when it's June of 2027, the contract has ended and NCES is shutdown. Eric stated they said they would honor the contract. Jo Beth reminds him the contract ends in June of 2027. At that point, the trash will need to be taken somewhere. Tom stated there are no guarantees in life. They're willing to take the chance. Marc stated Casella will do anything they can to help. Costs will increase, outside of the contract. Tom stated that Normandeau's price was over \$500. Jo Beth confirmed this is a good price right now, but is it worth the risk; she is concerned. The revised contract language is much better. She states that Paul Deveno sent materials and comments for the Board and a request to be on the agenda and talk over a couple items prior to the Board signing the contract. Tom stated that the Board is not going to rehash it since they've already gone over it. There are a lot of things to go over with the budget and he believes we should just move on. Jo Beth asked about the mattress cost of \$19/unit. Do we also pay for the weight in the dumpster? Marc stated we do not. Marc met with Kyle MacBean regarding the transfer station and things they will need to plan for. Jo Beth also mentioned the lack of a termination clause. Appropriations lapse at the end of every fiscal year per RSA 32:7. This contract has no escape clause. March understands and argues that Section C: Termination, covers that situation. It would be considered a failure by a party to meet obligations. Marc stated that the termination clauses allow conversation if an issue arises. There is a 30-day period for cure of a default. Tom stated that there was no contract with Carberry. Jo Beth stated there was one and it extended automatically year by year. Tom stated Carberry doesn't do contracts, if he remembers correctly. Tom motions to move forward and sign the contract. Eric provided a second with Jo Beth voting 'nay' for reasons provided. Jeanette will send the contract to Marc for their signature. He will return a fully executed copy.

The Board signed AP and payroll checks. Jo Beth asked about the bank balance sheet. Jeanette didn't print it out and apologized. Jo Beth asked about plans to repay the TAN. Jeanette stated it hadn't been discussed yet.

Jeanette provided the meeting minutes from the January 13, 2025 working session. Eric motioned to approve with Jo Beth providing a second. Approval via roll call.

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The Board reviewed and signed one Yield Tax Warrant; the Mutual Aid Contract for 2025; and the lease to own for the new backhoe. Jo Beth motioned to sign the Mutual Aid Contract with Eric providing a second and approval via roll call vote.

Jeanette presented the engagement letter for Veroff to schedule our audit. Anticipated cost is the same as for the 2023 audit. Tom motioned to push it to the next meeting so he has time to read the letter. Jo Beth stated she would motion to sign the letter as the letter is the same as for past years. Tom motioned to defer until next meeting. Eric provided a second to Tom's motion. Eric and Tom voting yes, Jo Beth no. Jeanette will email the Board the letter for review/approval at the next meeting.

Jeanette reviewed the budget briefly; she mentioned that there had not been many changes or updates since the previous discussion as she was trying to get miscoded items corrected in the system. Jeanette hasn't completed the revenue side of the budget yet. There was a review of the revenues during the end of 2024 when the MS434 was reviewed. She asked if the Board members had any comments about what was presented last week during the working session. Tom stated he watched the meeting/listened to the recording but couldn't really see the numbers. He wrote some items down but forgot his notes. Tom asked if the legal amount included the beginning of the year. Jeanette confirmed it included costs for January to December, except we haven't reviewed and discussed the December legal invoice. Jeanette went over a couple items added to the proposed budget for grant work being completed in 2025. Jeanette is waiting to confirm whether or not work being covered by grant funds or unanticipated funds gets added to the budget. Adam arrived to review the highway department budget with the Board. Jo Beth asked about salaries, raises, and positions Adam anticipates to fill this year. With the amount of work planned this year, Adam will need to hire some part-time seasonal employees. Contractors will also be used for road rehab and anticipated mitigation work. Operators will likely cost \$30/hour. Tom asked if the work included culverts and resurfacing. Adam confirmed and added headwalls, culverts, riprap and geo-cells to help stabilize roadways and hills. Tom asked about the geocell and Adam provided a brief explanation. Tom asked if it was reimbursement based. Jeanette confirmed it is. Jo Beth asked about the new staff members. Adam stated they are young. She asked if they will be able to operate the equipment. Adam stated they have spent some time in the equipment. She asked if they're working together well and Adam stated they were. Jeanette confirmed that not a lot of the hours nor the materials for the planned mitigation work are included in the budget. No lines have been moved by Consolidated on Smith Road to date. Jeanette stated it would need to be moved eventually. Tom asked if the engineers are ready to start on Smith Road once the wires are moved. Jeanette stated they are completing the bid documents, plans, etc. Then the work must be advertised, bid, awarded, etc. Jo Beth asked if that was still in process. Jeanette confirmed we should be something the end of January. Jo Beth asked if we are using the normal amounts of materials this winter. Adam stated we should be ok although he didn't get as much winter sand as he wanted to. The 2017 Ford had to be repaired at the Ford garage for a fuel rail system. The new backhoe is being delivered this week. The big dump truck is running well currently. Jo Beth asked Adam about his equipment replacement plan so that we can plan accordingly as we approach town meeting and warrant article drafting. Adam stated he was available and just let him know when they want to discuss it. Jo Beth asked about the boiler and wood boiler. She noticed the checks for the replacement and repair work. Adam repaired the wood burner so it lasts a while longer. The oil boiler is shutdown and the garage uses the wood burner during the winter. Jeanette asked Adam to sign the lease-to-buy purchase agreement from CAT. He executed the appropriate pages. The Board didn't have any other questions.



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Jeanette stated that the HB1264 programming fee for the one4all tablet used for ADA compliance in town elections will be \$600 per election. The state has not yet decided whether or not they will be purchasing new tablets and giving their old units to the towns. The school board will handle their programming fees to program their elections into the tablets.

Jeanette asked if there was anything else for the budget review. The Board stated they were all set.

Two mowing quotes were received. One from Nelson who completed the work for us in 2024 and one from Northern Edge Mowing. Northern Edge provided a 2-year term option. Nelson did a good job for us last year. Tom stated that he spoke with Adam about mowing who thought it would be a good idea. There would be upfront costs but it could save the town money in the long run. Jo Beth stated that Adam just spoke about hiring more people to complete road work this year. Tom stated it probably wouldn't work this year. Jo Beth motioned to approve Nelson for our mowing service provider for 2025. Eric provided a second with approval via roll call vote.

Jeanette presented the Board with information regarding delayed employee withholdings for the NHRS (NH Retirement System) program due to delayed account setup by NHRS. We asked if the plan could omit September through November for Dalton, but they declined the request. Now we have a large amount that needs to be held back from employee's checks to make up the contributions. Jeanette proposes following the state statute on withholding funds from the employee's pay due to overpayment. She believes it is an amount of no more than 20% per pay period. Jo Beth motioned to proceed with that plan. Eric provided a second with approval via roll call vote.

**Public Comment:**

Paul Deveno had different comments since he did not get to speak earlier. He was grateful to get Marc on the record stating they would honor their contract to take trash to other locations should NCES be closed. Paul suggested the Board review a few RSA's that may affect whether or not the contract the Board signed is legal in the State of New Hampshire for a municipality. He believes that Casella's deal is good for the town prior to June 2027. He asked Marc Morgan in the hallway where the trash is going after that date and Marc stated that they're looking at it and they'll know in about 6 months. The Board should bring him back in 6 months. Marc mentioned it may go to Carberry. The biggest cost is hauling and if it doesn't go to Carberry, our hauling is going to increase drastically. If Dalton can extend the contract under the same terms, it's recommended. Tom asked what the RSA's were. Paul stated they were listed in his email sent to the Board. Jo Beth read a portion of RSA 149-M:17 also provided by Cathleen Fountain and suggested it may be a good idea to get legal advice. Additionally, the other RSA 32:7 talks about appropriations which is why Jo Beth asked for an escape clause from the contract.

Pam stated she has not seen a monthly budget for the whole year. This was voted on at last year's town meeting that it would be provided to them on a monthly basis. It doesn't say anything about asking for it via right to know. She asked Jeanette why she hasn't seen one. Jo Beth stated they see them every month. Pam interrupted and stated that she asked Jeanette. Pam stated that she is a resident and she pays Jeanette's salary and she wants a copy of the budget for the term of 2024. It says in article 15 that Jeanette is supposed to update it monthly with expenditures and balances and make it available. Jeanette responded that it is available for Pam to come into the office to review. Pam doesn't believe she has to do that. Jeanette confirms she does. When discussed at the town meeting it was discussed how it would be made available. It was agreed it wouldn't be sent out and that it would be made

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available for anyone to come view in the office during public office hours. You could not take a copy of it but you could certainly take pictures of it. Pam stated that's not transparent. Jeanette disagreed. Jeanette let Pam know she could come in and look at any of the files during public business hours. Pam asked if she could take pictures of everything. Jeanette stated she can take pictures. Pam asked why Jeanette won't provide a hard copy. Jeanette confirmed that is what was discussed at town meeting. Pam asked why that's not in the warrant details. Jeanette stated that she did not write the warrant and advised Pam to read the minutes from town meeting and then come talk with her. Pam then asked why is Jeanette not letting people know when it's updated. Jeanette stated that she's at the meetings and knows when it's updated because the Board reviews it with the reconciliations. Jeanette asked Pam to stop interrupting her. Jo Beth stated we do not provide this online because we were advised not to do so during our cybersecurity audit. Pam claims that Lisbon posts their information online. Pam asked when she would see tonight's information and when was she going to get a copy of that. Pam asked about when she would get a copy before the hearing. Eric stated that it's not finalized. Pam confirmed she understood that. Pam asked if it will be finalized before the budget hearing and will they get a copy of it before the budget hearing. Eric stated it will hopefully be finalized next week. Pam wants time before the hearing to make comments or suggest adjustment.

Jen Green was present to inform the Select Board of an incident that happened after the Special Meeting on Thursday, January 16, 2025. Mr. Fintonis confronted Jen at the voter registration table in a threatening and hostile manner. Christina grabbed her items and walked away. He continued to speak and then he stormed out of the building. Jen turned and spoke to her husband as well as the state trooper who was in attendance. Jen wanted to Board to know that this happened not only as a citizen but also as an appointed election official. These environments undermine our democracy. Jen is clear that she knows the Select Board is not responsible for anyone's behavior other than their own. Sitting silent emboldens these people to continue this behavior. Eric stated that the Board will have to discuss the issue. Jen would really hope for people to take this issue seriously and that the Board will not stand for this behavior to continue. Jen suggested a code of conduct and with consequences for these actions. Something needs to be done about the issues so people can feel safe coming into our buildings and accessing their rights. (Jen's full written statement is attached to these minutes). Jo Beth stated a code of conduct would be a first step. She is unclear of the legality of not allowing individuals to come into meetings and exercise their rights to vote; Jen agreed and understood but still believes this must be handled so people understand that it will not be tolerated. Tom stated he could give a good answer but won't on camera because he knows where it goes from there. If Jen wants to speak with Tom afterwards he will do so because what she's talking about happens to him all the time. Jen stated she would be happy to discuss it with him. Tom stated that he agrees with her though. Cathleen Fountain stated that because Jen was working as an election official, that due to the verbal threat, she will be contacting the Secretary of State about the incident. Jo Beth suggested the Select Board make a report to the Secretary of State as well. Tom stated not before talking to him first. Tom won't just act on something without talking to him first. Robin Pilotte added that she agrees with what Jen is saying but people had cameras shoved in their faces which causes high tension. People sitting in public shouldn't have to deal with cameras shoved in her face. Robin has been threatened too. Jen stated that shouldn't happen. Robin stated that she has made complaints and nothing has happened. Jo Beth reminds people they can't control cameras. People have a right to film public meetings. Robin stated he should be asking for permission when posting things on YouTube. Robin states that it's uncalled for. Cameras should be stationary. Jo Beth stated she could pull the statutes, to confirm the only restriction is that cameras



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can't get between a speaker and the moderator. Robin stated that putting it on YouTube and making comments is not necessary. Tom told Jen there is so much hatred and division in this town; people are not allowed to their own opinion. Jen stated that we cannot condone the behavior. It's gotten to the point that it cannot be accepted. Filming is a constitutional right. Michael Trudeau asked if there was an RSA that talks about recording at town meeting. If the Town records then all the other recordings could be eliminated. Jo Beth thinks providing the recording would be a good thing to do but others cannot be stopped from their own recording. Warren Green stated that every time you're in public, you have no reasonable right to privacy. It's in the 1<sup>st</sup> amendment. Kris Ennis agreed that it seems you shouldn't be able to record a public vote. Tom stated that many times people want to speak but they don't because of the camera. Kris stated that people shouldn't be threatened, especially an official. Robin Pilotte stated that Tom has been threatened. Kris stated that he should report that. Tom stated he will make the statements when he's off the Board but not now. He tries to respect everybody else according to their mind and their thoughts.

Eric asked if anyone else had comments.

Shawn St. Cyr asked where the information in the newspaper came from. Jeanette stated he would have to ask the reporter. Shawn stated his information was the same as on our website...who posts to our website. Jeanette stated that she does and she made a typo on article #2 and it was corrected first thing Monday morning, and it says it's corrected and when it was corrected. He stated the error was also in the newspaper as well stating that was a pretty botching thing. Jeanette stated she didn't know if it made that much of a difference because it didn't change the outcome of the vote. Jo Beth stated when she read the article, the numbers were correct. The Caledonian was wrong but it was correct online. Shawn stated it made Tom look foolish. He had people on the street asked him what happened. He stated we should make sure we have good information put out there. Jeanette stated that as much as she does try to be perfect in what she does but she's human and makes mistakes. She apologized again for making the mistake. Shawn stated that we all get paid to do our job to the best of our ability. Jeanette confirmed and stated that all you can do is try to be better next time.

Robin Pilotte had a Right to Know regarding the costs for the Special Town Meeting held on Thursday, January 16, 2025. Jeanette let Robin know she couldn't give costs until she gets the bill from the attorney and the newspaper posting. She asked about the radio ad and Jeanette stated she didn't place any notice for the radio. Jeanette let her know that all of the election officials so far have donated their time to the meeting.

Tom motioned to enter nonpublic for just the Board for 1 legal item per 91-A:3; II(I) - legal at 8:19pm. Eric provided a second with approval via roll call vote. Shawn St. Cyr asked if there would be more afterwards and Tom stated just to adjourn. Jo Beth added to seal minutes or not seal minutes. Jo Beth will take the minutes in Jeanette's absence.

Eric motioned to return to public session at 8:34pm. Tom provided a second with approval via roll call vote.

Eric motioned to seal minutes from nonpublic 1 and 2. Jeanette asked how many sessions there were, because Tom stated he had one item for legal. Jo Beth and Eric stated there were two items. Jo Beth stated that item #2 should've been in public, she believes. Jo Beth asks to seal the minutes individually.

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Jeanette asks that if she was a topic of discussion in any minutes, that they not be sealed. She was told by all members of the Board she was not the topic of either of the discussions.

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

Tom motioned to seal nonpublic minutes #2. Eric provided a second with approval via roll call vote except for Jo Beth who voted 'nay' because she questions whether the discussion should have been public session.

Tom motioned to adjourn the meeting at 8:38pm. Eric provided a second with approval via roll call.

Minutes Respectfully submitted by Jeanette Charon.

Minutes Approved On: 2/3/25 (date)

Jo Beth Dudley

Jo Beth Dudley

\_\_\_\_\_  
Thomas Dubreuil

Eric Moore

Eric Moore



district plan shall present the full amount of its individual cost of participation to its legislative body for funding.

IV. A town may contract, upon a majority vote of its legislative body, with the owners or operators of solid waste disposal facilities for the disposal of solid waste. Such contracts shall be for a term of years not to exceed 40 years. The contracts may contain guarantees of the amount of solid waste to be delivered for disposal, provided that the contract is in keeping with the policy set forth in RSA 149-M:2 and 149-M:3. In the event that a town's delivered tonnage falls below the level stipulated in contract, the town may procure tonnage from sources outside the town, in compliance with the public benefit requirements of RSA 149-M:11 and as provided in the contract. Contracts may contain provisions for payments based on such guarantees whether or not any subject facility is actually constructed or is operated to dispose of solid waste, and may be absolute, without right of reduction or set-off because of non-appropriation by the town or default by the owner or operator. Contracts may contain such other terms and conditions as the town may determine to be in its best interest.

V. A town may transfer, upon a majority vote of its legislative body, any land interest to the owner or operator of solid waste disposal facilities by deed or by lease of not more than 40 years. Transfer and use of land interests for solid waste disposal facilities shall constitute a public purpose for which towns may acquire land interests in any manner permitted by law.

VI. A town which charges fees for the use of a solid waste facility, or for any other type of solid waste disposal services, including collection, hauling, separation, recycling, or composting, may bill such fees to the owner of the property where the solid waste originates, or which is otherwise benefited by such services, irrespective of whether the facility or other services are provided by the town, another town, a combination of towns, a district, or by a private operator with which the town, towns, or district have contracted.

(a) The establishment of such fees shall be governed by RSA 41:9-a, or other applicable statute or charter provision.

(b) Such charges shall create a lien upon the benefited real estate.

(c) A town may collect such charges by the use of any of the collection procedures authorized by RSA 38:22. Interest on overdue charges shall be assessed in accordance with RSA 76:13.

(d) Nothing in this paragraph shall be construed to prevent a town from collecting charges for solid waste disposal services in some other manner, including but not limited to collection at the facility at the time of disposal.

**Commented [CF3]:** This section is based "upon a majority vote of its legislative body" defined as "Town Meeting" which can be interpreted that the selectboard can not go forward with a contract to a waste disposal facility without the approval of the people. Obviously would go to New Hampshire Municipal Association for guidance. Just putting this forward to the board on Monday will set a delay in their moving forward with a contract and changing the solid waste disposal facility that Dalton uses.

**Source.** 1996, 251:2, eff. Aug. 9, 1996; 261:8, eff. Aug. 9, 1996, at 12:01 a.m. 2007, 6:1, eff. July 1, 2007.

#### Section 33:6-e

**RSA 33:6-e Exclusion from Debt Limit; Solid Waste Management Districts.** – The debt limit restrictions of this chapter shall not apply to a solid waste management district formed under RSA 53-B or to the debts or obligations incurred by such a district. Debts or obligations of a member municipality to such a district shall at no time be included in the net indebtedness of the municipality for the purposes of determining its borrowing capacity.

**Source.** 1994, 367;15, eff. Aug. 8, 1994.

**Commented [CF1]:** Note that this RSA refers to Solid Waste Management Districts formed under RSA 53-B, which would apply if Dalton remains with Androscoggin Valley Regional Refuse Disposal District (Carberry Landfill).

### TITLE X PUBLIC HEALTH

#### CHAPTER 149-M SOLID WASTE MANAGEMENT

##### Section 149-M:17

**RSA 149-M:17 Town Responsibility and Authority.** –

I. Each town shall either provide a facility or assure access to another approved solid waste facility for its residents. A town may choose whether to include any associated costs in its tax base.

**Commented [CF2]:** At this point it is stating either provide a facility or assure access to another approved solid waste facility for its residents.

II. (a) A town may make bylaws governing its facility and fixing reasonable rates for its use, and governing the separation and collection of refuse within the municipality and the registration of haulers collecting or disposing of refuse within the municipality, all in a manner not inconsistent with this chapter. Furthermore, a town may make bylaws requiring residents to deposit their refuse in specifically designated bags or containers, or in bags or containers that have attached to them a disposal sticker. Such bags, containers, or disposal stickers shall be sold or made available by the town at a reasonable price.

(b) Notwithstanding RSA 31:39, III, towns are authorized to levy civil penalties up to \$3,000 for each act which violates the bylaws enacted pursuant to this paragraph. For violations for which any penalty provided in the bylaws is \$500 or less, the official designated in the bylaws as the enforcement authority may issue a summons and notice of fine as provided in RSA 502-A:19-b, except that a copy of the fines for violations of the local bylaws shall be substituted for the uniform fine schedule. Defendants who are issued such summons and notice of fine may plead guilty or nolo contendere by mail by entering a plea as provided in RSA 502-A:19-b. If the plea is accepted by the court, the defendant shall not be required to appear unless directed by the court.

III. Each town which participates in a solid waste management system developed by a



To: The Select Board of the Town of Dalton

From: Paul Deveno  
511 Simonds Rd  
Dalton NH

Re: Request to review "Agreement for hauling and disposal services" prior to signing

I humbly request the opportunity to review the following topics with you prior to the vote for ratifying the agreement between Casella and the Town of Dalton. I would normally wait until public comment was open, however, this may mean the information below would not be conveyed until after the agreement was possibly voted on. If upon review, you find you have no further questions I respect that as well.

Over the last 24 hours I have reviewed the proposed agreement with Casella as well as historical records that were available for the fourth quarter of 2024 for the town. My findings and recommendations to the board are below.

**Financials:**

Financially the proposed contract costs the town of Dalton approximately \$188 per month more than what we have traditionally paid. This assumption is based on tonnage remaining the same and number of monthly pulls remaining the same. All tonnage and haul data is based on the average of historical data.

Previous contracts breakdown: (Carberry/Beattie)

Average 21 tons per month @ \$72 = \$1512  
Average 4 hauls per month @ \$295 = \$1180  
Container rental = \$165  
Total monthly cost = \$2857

Proposed agreement (Casella)

Average 21 tons per month @ \$55 = \$1155  
Average 4 hauls per month @ \$435 = \$1740  
Container rental = \$150  
Total monthly cost = \$3045

Additional important facts/considerations:

- The Casella proposal overall is financially sound. The largest difference in overall price from our history to the proposal comes from the hauling charges. This would be an issue if Beattie was still available to haul at \$295 per haul however they are not. The town requested hauling quotes and of all received, none were lower than the stated rate by Casella. (Normandeau and Whiting's hauling and tipping fees totaled between \$495 and \$530 in year one)

- Consideration – It is my understanding that the town had historically “crushed” the trash into the container and Casella has requested this not be done. This could result in additional monthly pull(s), which is the highest portion of expenditure for the town.
- Consideration – Are there truly no other haulers the town could consider? Could the town add a clause to the contract that our historical data shows we require 4 pulls on average per month and if Casella goes beyond that the town will not be responsible for it?
- Summary – If the town could lock in the rate of \$150 for a container and \$55 per ton but improve its position on the hauling, the most expensive portion, it would be of great benefit to the town.

### **Contract Considerations:**

Section 1 “Disposal Facility” – Casella outlines Bethlehem as the only possible facility.

- Consideration – Add language to the end of the clause such as... “or a secondary location designated by Casella but at no additional hauling cost to the town”. This would protect the town should Bethlehem be closed prior to the end date of the contract.

Section 2.2 Container Rental

- Consideration – I believe the town discussed moving to a 40 yard container if it would fit. Is there a change in cost for the larger container? Is there a change in hauling fee for this? If no change in hauling fee for the 40 yard container this may help offset the concern of additional pull(s).

Section 2.5 iv. Mattress Recycling

- It does not appear we have ever paid for this in the past. This is a new additional charge to the town not calculated in my numbers.
- Consideration – How are they transported to the disposal facility? I would assume in a container, meaning that we are paying for their weight and then pay again for the recycling fee.

Section 3.1 Initial Term

- Consideration – The initial term ends June 30, 2027 which is conveniently when Bethlehem will most likely operate until based on their calculations. The contractual rate per ton (\$55) and the contractual rate for the container (\$150) both benefit the town. I recommend the considerations listed under Financials related to hauling be executed upon. However, if it is deemed that this is the best hauling rate **AND** we are able to add a clause such as listed above in Section 1 “Disposal Facility” I would then propose a much longer term contract as this would mean we are receiving the best per ton rate, best hauling rate, best container rate and would have a clear line of site on expected annual increases.
- Consideration – If the contract is allowed to stand as is and terminate in June of 2027, there will be no “local” facility Casella can bring the trash to. This will mean at the very least the most expensive portion of the combined package, the hauling, will rise significantly and be detrimental to the towns budget. Additionally, with the contract ending in 2027, Casella will



no longer be held to a 5% or CPI increase annually. They could very easily hike this generous rate they have provided initially in a substantial way.

#### Section 4.1 Warranties and Covenants

- Consideration – The language used is general enough to encompass many things. I would recommend adding a clause to the end along the lines of “This section shall not apply to future or proposed disposal facilities unless specifically outlined in a separate agreement”. A clause of this type would help ensure the town did not give up its rights to contest, challenge, approve, deny, etc. any future landfill sites.

#### Escape Clause

- Not in the contract is what I believe is a required escape clause for municipalities as noted under RSA 33:7

#### Right to enter the contract

- Lastly I would ask you to review RSA 149-M17 IV which states a town may contract, **upon a majority vote of its legislative body**, with the owners of solid waste disposal facilities for the disposal of solid waste. A key reference is that RSA 21:47 defines **legislative body** as town meeting, not the select board. This could be an issue and should be reviewed by someone with more knowledge on the topic than myself.

#### Conclusion:

First, thank you for taking the time to review this. Second, please note that I am no legal expert nor do I claim to be. I have done a lot of contract and multi million and multi billion dollar management through the years though and it has helped me identify when things do not look correct. The data used is historical or contract based and therefore easy to validate. Many of the considerations I provided are simply my point of view that I felt was worth sharing with you to help the town achieve the best deal possible.

There are several parts of this contract that would be beneficial to the town of Dalton in my opinion. However, if the weaknesses outlined are not addressed, then it more than negates the benefit and could cost the town dearly, especially post June 30, 2027.

Thank You,

Paul Deveno

Please note I have attached the following:

3 months of Carberry and Beattie invoices

Casella agreement for hauling and disposal services

Each of these documents provide the data used in the financials section of this document

## AGREEMENT FOR HAULING and DISPOSAL SERVICES

This COMMERCIAL AGREEMENT FOR HAULING and DISPOSAL SERVICES ("Agreement") is made effective as of the 1<sup>st</sup> day of January, 2025 (the "Effective Date") by and between the Town of Dalton, New Hampshire at 756 Dalton Rd, Dalton, NH 03598 (hereinafter "Town") and North Country Environmental Services, Inc. (hereinafter "Casella").

### 1. DEFINITIONS

**"Acceptable Waste"** means Municipal Solid Waste and Construction and Demolition Debris generated by Town residents. In no event shall Acceptable Waste mean or include Unacceptable Waste.

**"Disposal Facility"** means the North Country Environmental Services, Inc. landfill at 581 Trudeau Road, Bethlehem, NH 03574.

**"Unacceptable Waste"** means any material that is not Acceptable Waste, including without limitation: (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the Disposal Facility, as determined by Casella in its sole discretion, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; (c) any other material that Casella reasonably concludes would require special handling outside the normal course or present an endangerment to the Disposal Facility, the public health or safety, or the environment.

Other terms used in this Agreement are defined herein.

### 2. DISPOSAL OF ACCEPTABLE WASTE

2.1 Acceptable Waste. Commencing upon the Effective Date, Town shall have the right to deliver Acceptable Waste to the Disposal Facility for the Term.

2.2 Container Rental. Casella will provide one thirty (30) yard open top container for use at the Town's transfer facility for the collection of Acceptable Waste.

2.3 Hauling. Casella will haul Acceptable Waste from the Town transfer facility to the Disposal Facility, based on a mutually agreed upon schedule of dates and times.

2.4 Unacceptable Waste.

a. During the Term, Casella shall have the right to inspect, test and analyze any and all deliveries. Casella has the right to reject any delivery of waste in its sole discretion if it is or contains Unacceptable Waste.

b. Any loads rejected by Casella shall be immediately removed from the Disposal Facility, and disposed of in accordance with all federal, state and local laws, regulations, rules and ordinances, and Town shall indemnify and hold Casella harmless for any costs, expenses or liabilities (including fines, penalties, and attorneys' fees) arising therefrom. Acceptance of a delivery by Disposal Facility or Transfer Station shall not create any presumption that the delivery did not contain Unacceptable Waste, whether or not such delivery was inspected or tested, and title to Unacceptable Waste shall remain with the Town.



2.5 Fees.

- a. Town agrees to pay Casella the following Fees for year one of the Term:
  - i. Disposal Fees for Acceptable Waste at the rate of Fifty Five Dollars (\$55) per ton;
  - ii. Rental of 30-Yard Open Top at One Hundred Fifty Dollars (\$150) per month;
  - iii. Hauling of 30-Yard Open Top at Four Hundred Thirty Five Dollars (\$435) per haul; and
  - iv. Mattress recycling at Nineteen Dollars (\$19) per unit.
- b. All Fees will increase annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% or (b) the year -over-year percentage change in the Consumer Price Index for Garbage and Trash Collection.

2.6 Payment. All invoices shall be due and payable on a strict net forty five (45) days from date of invoice basis.

2.7 Hours of Operation.

- a. Regular hours of operation at the Disposal Facility are Monday through Friday, 7 AM to 3 PM.
- b. The Disposal Facility will not be open on the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Other closures may be observed at the Disposal Facility without prior notice to Casella.

**3. TERM**

3.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall extend from the Effective date to June 30, 2027.

3.2 Extensions and Renewals.

- a. The Term may be renewed for additional one year terms upon mutual agreement of the parties, which shall be memorialized in writing.

**4. WARRANTIES**

4.1 Warranties and Covenants

- a. Town shall not include any Unacceptable Waste in any shipment.
- b. Town further covenants that it shall (i) cooperate in all respects with all orders or requests to Casella by any governmental body relating to the regulation of solid waste, the Disposal Facility, Transfer Station or this Agreement; (ii) cooperate with Casella in any reasonable efforts by

Casella to maintain and apply for any permits, renewals, and necessary approvals that shall be necessary to perform its obligations under this Agreement; and (iii) provide with immediate oral notice and confirming written notice within twenty-four (24) hours of its awareness of the possibility that materials other than Acceptable Waste may be contained in the waste that may be or has been delivered hereunder.

4.2 The warranties and covenants of this Section 4 shall survive the expiration or termination of this Agreement.

## **5. STANDARD TERMS & CONDITIONS**

Standard Terms & Conditions are attached hereto as Attachment A and are incorporated hereby in their entirety.

## **6. NOTICES.**

All notices to be given to Casella or Town, shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or a reputable overnight courier as follows:

Casella	North Country Environmental Services, Inc. 581 Trudeau Road Bethlehem, NH 03598 Attn: General Manager
---------	--

With a copy to	Casella Waste Systems, Inc. 25 Greens Hill Lane Rutland, VT 05701 Attn: General Counsel
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Town	Town of Dalton 756 Dalton Rd Dalton, NH 03598 Attn: Town Administrator
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## **7. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

[signatures follow]



IN WITNESS THEREOF, the parties have executed this agreement as of the date first set forth above.

**NORTH COUNTRY ENVIRONMENTAL  
SERVICES, INC.**

**TOWN OF DALTON:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## ATTACHMENT A

### Standard Terms & Conditions

**Governing Law.** This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire except for conflicts of laws provisions that would apply the substantive law of another state.

**Venue.** The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the State of New Hampshire.

**Limitation of Liability.** Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

**Disclaimer of Joint Venture, Partnership, and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

#### **Force Majeure.**

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

**Representations and Warranties of Authority.** Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;



- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and
- d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Agreement.

**Termination.** This Agreement may be terminated

- a. by mutual agreement between the parties; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

**Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

**Amendment.** This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

**Non-Waiver.** No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Severability; Modification Required By Law.** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

**Headings, Pronouns.** The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

**Successors and Assigns.** This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**Assignment.** Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

**Construction.** This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

**No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**No Brokers.** The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

**Further Acts.** Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

**Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts.

**Indemnification.** The parties agree to indemnify, save harmless and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto which may incur after the Effective Date of this Agreement, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects to the environment, or any violation of laws or regulations, as a result of any negligent or willful act or omission by any of its agents, employees or subcontractors in the performance of this Agreement.



Beattie Enterprises, Inc.

P O Box 26  
99 Bridge St  
Lancaster NH 03584  
603-788-4035

RECEIVED  
DEC 04 2024

BY: .....

# Invoice

Date	Invoice #
11/30/2024	22567

Bill To
Town of Dalton
Attn: Accounts Payable
756 Dalton Road
Dalton, NH 03598

Description	Qty	P.O. No.	Terms
		Rate	30 Days Amount
(1) Month 30 Yard Container Rental @ \$165.00 Per Month Rental Charge - NOVEMBER 2024	1	165.00	165.00
Container Hauling - NOVEMBER 2024			
11/7/24 Full Container of (Demo) From Dalton to Mt. Carberry Landfill Ticket #357005	1	295.00	295.00
11/12/24 Full Container of (MSW) From Dalton to Mt. Carberry Landfill Ticket #357148	1	295.00	295.00
11/20/24 Full Container of (MSW) From Dalton to Mt. Carberry Landfill Ticket #357548	1	295.00	295.00
11/21/24 Full Container of (Demo) From Dalton to Mt. Carberry Landfill Ticket #357624	1	295.00	295.00
Thank you for your business! Happy Holidays!		Total	\$1,345.00
		Balance Due	\$1,345.00



~~Beattie Enterprises, Inc.~~

P O Box 26  
99 Bridge St  
Lancaster NH 03584  
603-788-4035

Bill To

Town of Dalton  
Attn: Accounts Payable  
756 Dalton Road  
Dalton, NH 03598

## Invoice

Date	Invoice #
10/31/2024	22513

RECEIVED  
NOV 04 2024

BY: .....

P.O. No.		Terms	
		30 Days	
Description	Qty	Rate	Amount
(1) Month 30 Yard Container Rental Fee @ \$165.00 Per Month - OCTOBER 2024	1	165.00	165.00
10/2/24 Full Container of (Demo) From Dalton to Mt. Carberry Landfill Ticket #355137	1	295.00	295.00
10/10/24 Full Container of (MSW) From Dalton to Mt. Carberry Landfill Ticket #355537	1	295.00	295.00
10/21/24 Full Container of (Demo) From Dalton to Mt. Carberry Landfill Ticket #356043	1	295.00	295.00
10/24/24 Full Container of (MSW) From Dalton to Mt. Carberry Landfill Ticket #356228	1	295.00	295.00
10/25/24 Returned MSW Can to Dalton Transfer Station			

Thank you for your business!  
Happy Holidays!

Total \$1,345.00

Balance Due \$1,345.00



P O Box 26  
99 Bridge St  
Lancaster NH 03584  
603-788-4035

Bill To
Town of Dalton Attn: Accounts Payable 756 Dalton Road Dalton, NH 03598

**FIVE**  
OCT 04 2024  
BY: .....

# Invoice

Date	Invoice #
9/30/2024	22469

Description	Qty	Rate	P.O. No.	Terms
				30 Days
(1) Month 30 Yard Container Rental @ \$165.00 Per Month Rental Charge - September 2024	1	165.00		165.00
Container Hauling - September 2024				
9/5/24 Full Container of (Demo) From Dalton to Mt. Carberry Landfill Ticket #353803	1	295.00		295.00
9/12/24 Full Container of (MSW) From Dalton to Mt. Carberry Landfill Ticket #354176	1	295.00		295.00
9/20/24 Full Container of (Demo) From Dalton to Mt. Carberry Landfill Ticket #354608	1	295.00		295.00
9/26/24 Full Container of (MSW) From Dalton to Mt. Carberry Landfill Ticket #354849	1	295.00		295.00
Thank you for your business!		<b>Total</b>		
		\$1,345.00		
		<b>Balance Due</b>		
		\$1,345.00		

*2. 4. 6. 8. 10. 12. 14. 16. 18. 20. 22. 24. 26. 28. 30. 32. 34. 36. 38. 40. 42. 44. 46. 48. 50. 52. 54. 56. 58. 60. 62. 64. 66. 68. 70. 72. 74. 76. 78. 80. 82. 84. 86. 88. 90. 92. 94. 96. 98. 100.*



AVRRDD - Mt. Carberry Landfill - 15 Mt. Forist St. - Berlin, NH 03570 - (603) 752-334

Landfill Customer Register

11/1/24 to 11/30/24

3118 Dalton Town of

44 Municipal Waste/Household Waste

No.	Date	Gross	Tare	Net	Tons	Subcontractor	Truck ID	Driver	remarks	Zone	Split	Townname
357148	11/12/2024	55420	39960	15460	7.73	Beattie Enterprises	NHAP99	Dingman, Bruce	MSW CAN	Zone 2	100 %	
357548	11/20/2024	47420	40180	7240	3.62	Beattie Enterprises	NHAP99	Dingman, Bruce	MSW CAN	Zone 2	100 %	

Product Totals	Gross	102840	Tare	80140	Net	22700	Tons	11.35
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80 Building Debris

No.	Date	Gross	Tare	Net	Tons	Subcontractor	Truck ID	Driver	remarks	Zone	Split	Townname
357005	11/7/2024	46660	37000	9660	4.83	Beattie Enterprises	NHAP40	Rexford, Wayne	40 YD	Zone 2	100 %	
357624	11/21/2024	45840	37000	8840	4.42	Beattie Enterprises	NHAP99	Dingman, Bruce	DEMO CAN	Zone 2	100 %	

Product Totals	Gross	92500	Tare	74000	Net	18500	Tons	9.25
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Contract Totals	195340	154140	41200	20.60
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December 2, 2024



AVRRDD - Mt. Calberry Landfill - 15 Mt. Forlist St. - Berlin, NH 03570 - (603) 752-334

## Landfill Customer Register

10/1/24 to 10/31/24

3118 Dalton Town of

### 44 Municipal Waste/Household Waste

No.	Date	Gross	Tare	Net	Tons	Subcontractor	Truck ID	Driver	remarks	Zone	Split	Townname
35537	10/10/2024	52480	40140	12340	6.17	Beattie Enterprises	NHAP99	Dingman, Bruce	MSW CAN	Zone 2	100 %	
35828	10/24/2024	52180	40040	12140	6.07	Beattie Enterprises	NHAP99	Dingman, Bruce	MSW CAN	Zone 2	100 %	

Product Totals	Gross	104660	Tare	80180	Net	24480	Tons	12.24
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### 80 Building Debris

No.	Date	Gross	Tare	Net	Tons	Subcontractor	Truck ID	Driver	remarks	Zone	Split	Townname
355137	10/2/2024	43600	36940	6660	3.33	Beattie Enterprises	NHAP99	Dingman, Bruce	DEMO CAN	Zone 2	100 %	
356043	10/21/2024	47020	37060	9960	4.98	Beattie Enterprises	NHAP99	Dingman, Bruce	DEMO CAN	Zone 2	100 %	

Product Totals	Gross	90620	Tare	74000	Net	16620	Tons	8.31
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Contract Totals	195280	154180	41100	20.55
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# Landfill Customer Register

## 3118 Dalton Town of

### 44 Municipal Waste/Household Waste

No.	Date	Gross	Tare	Net	Tons	Subcontractor	Truck ID	Driver	remarks	Zone	Split	Townname
354176	9/12/2024	54300	39960	14340	7.17	Beattie Enterprises	NH2748	Dingman, Bruce	MSW CAN	Zone 2	100 %	
354849	9/26/2024	53000	40120	12880	6.44	Beattie Enterprises	NHAP99	Dingman, Bruce	MSW CAN	Zone 2	100 %	

Product Totals	Gross	Tare	Net	Tons
	107300	80080	27220	13.61

### 80 Building Debris

No.	Date	Gross	Tare	Net	Tons	Subcontractor	Truck ID	Driver	remarks	Zone	Split	Townname
353803	9/5/2024	44760	37220	7540	3.77	Beattie Enterprises	NHAP99	Dingman, Bruce	DEMO CAN	Zone 2	100 %	
354608	9/20/2024	46580	37080	9500	4.75	Beattie Enterprises	NHAP99	Dingman, Bruce	DEMO CAN	Zone 2	100 %	

Product Totals	Gross	Tare	Net	Tons
	91340	74300	17040	8.52

Contract Totals	Gross	Tare	Net	Tons
	198640	154380	44260	22.13



Town of Dalton Selectboard with apologies that this was not placed on the agenda given the time of issue occurrence.

On Thursday January 16 at the conclusion of the special town meeting while I was standing at the voter registration table Mr. Fintonas (husband of fellow supervisor of the checklist Christina Fintonas) confronted me in a threatening and hostile manner. When Mr. Fintonas approached and began shouting his wife said "oh no" grabbed her belongings and walked away. Mr. Fintonas stated "You and your friend Jeanette need to be run out of this town. You need to go back to wherever you came from you liberal fucking bitches. We don't want your kind around here. Someone is going to shut your fucking mouth" among other belligerent rhetoric. When he was finished with his vulgar and very public diatribe he turned and stormed out of the building. I immediately spoke with my husband who was speaking with the state trooper.

Intimidating persons and threatening behaviors create toxicity in the public facilities and ultimately undermines our democracy and the ability for town officials and citizens to work collaboratively and effectively to solve the many complex problems our community encounters. Members of the public should never be intimidated from giving input into public issues or policy. If they cannot address the select board members or town officials without being vilified by people who disagree with them, they may never again voice their opinion, or choose to serve our community. They may also balk at bringing other concerns to our select boards attention.

I want to make clear that I understand that the select board is not responsible for any persons behavior other then their own. I want you to consider that when good people remain silent or inactive, it can embolden those perpetuating abhorrent behavior. I will not be silenced nor will I stand by as these behaviors continue to plague my town. A town that I grew up in and returned to after serving our country~in places overwhelmed with corruption, violence and the suppression of others, most especially women. I would like you to consider how you can as a board; more clearly communicate that this type of behavior will not be tolerated and how in the future you may address these incidents to ensure that our community spaces are free of threats and/or intimidation.

Consideration for potential resolution (Please consider that if a Code of Conduct already exists for community members then how it may be posted and instituted in a more effective manner~large poster printed etc).

Over the years, various situations have arisen where a member of the public has become either belligerent, threatening or otherwise inappropriate causing a concern for the health and safety of staff and/or the general public. A Code of Conduct for Citizens may assist in governing some of this behavior to more clearly communicate the terms and conditions for when action is needed to address problematic public behavior. Many towns have adopted codes of conduct. They typically include:

- Creating a welcoming and inclusive atmosphere that allows people of different viewpoints to disagree and freedom to challenge one another's thinking.
- Modeling of professional and respectful behavior by all elected and appointed officials, including their facial expressions and body language.
- Allowing speakers to make remarks without interruption or argument.
- Promoting thoughtful debate that is free of accusations and personal attacks.
- Extending courtesy even to those who don't return it. Our values are cheapened if they apply only to those who share our views.

Frequently a code of conduct, once adopted, will be posted at public meetings, printed in their agendas, and spoken as a reminder as part of public proceedings.

Of course, adopting a code, and even referring to it regularly, will not prevent some people from acting coarsely and interfering with the conduct of business. But a code can discourage those people from crossing a line that leads to their removal from a public building or meeting. Just as importantly, everyone benefits from occasional reminders about how a civil society works. If the loudest and rudest appear to wield the greatest influence, it may be tempting for others to adopt their tactics. Setting ground rules to make clear what we should expect, and what is expected of us, allows everyone to have a fuller voice in our civic affairs.

#### SAMPLE CODE:

The Town of Dalton's employees and elected officials recognize the need to work towards an inclusive and equitable community and strive to provide a positive experience for those visiting Town facilities. In addition, the Town supports a community environment that is conducive to personal safety and security and is free from intimidation, threats or violent acts. The Town does not tolerate workplace violence, including the threat of violence by anyone who conducts business with the Town. In consideration of such a 'Code of Conduct' is proposed to act as a guideline in civic behavior to assist residents in positive interaction with fellow community members and employees.

The Town will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual's performance or that creates an intimidating, hostile or offensive work or community environment. Select Board members are recognized as representatives of all residents and as the leaders of our community, they are expected to maintain civility in all discussions, debates, and written communications electronic or otherwise, to not tolerate speech or behavior that is belligerent, disrespectful, threatening, abusive or disparaging as this behavior impedes the democratic process, encourages hard feelings and divisiveness, contributes to voter, staff, and resident alienation. Dialogue should focus on issues and refrain from personal criticism.



#### Expected Conduct:

- Avoid causing disturbances or disruptions
- Show respect for others, building facilities and personal property of others
- Use common courtesy when interacting with others
- Do not engage in any lewd or offensive behavior
- Any form of violence is prohibited
- Do not engage in any disruptive profanity, vulgar or threatening language

In this collaborative effort the Dalton Select Board, is proud to continue our community spirit by honoring our commitments to inclusivity, equity, and safety for all in our community. Any acts of violence, discrimination, or harassment do not reflect the values of the Dalton community and will not be tolerated. We are committed to examining ourselves, our community, and to eradicating any instances of intolerance. Complying with this Code of Conduct is required by all people doing business with Town employees and encouraged among residents.

Violators who do not comply with this policy may be asked to leave the premises.