

February 10, 2025
File No. 2025-013

Ken Folsom
Town Administrator
Town of Canterbury
10 Hackleboro Road
P.O. Box 500
Canterbury, NH 03224
kfolsom@canterburynh.gov

Re: Technical Assistance Services
Work Scope and Budget Estimate
Preliminary Feasibility Review
Canterbury Transfer Station
83 Baptist Road
Canterbury, New Hampshire

Dear Mr. Folsom:

Aries Engineering, LLC (Aries) is pleased to submit to the Town of Canterbury (Client; Town) this Technical Assistance Services work scope and budget estimate to provide a preliminary feasibility and suitability study, with conceptual cost estimates, for proposed modifications to the Town's Solid Waste Collection/Storage/Transfer (C/S/T) Facility (Transfer Station) located at 83 Baptist Road in Canterbury, New Hampshire (site).

Aries understands that the Town is concerned about future liabilities related to the uncapped site landfill. As requested, the initial focus of this feasibility and suitability study will be to contact the New Hampshire Department of Environmental Services (NHDES) officials and assess NHDES' current and future requirements for the uncapped landfill so that a long-term utilization plan can be developed for the site, if allowed. Based on their response, Aries will discuss with and present to Town Officials, including Select Board and Solid Waste Committee (SWC), possible redevelopment or relocation scenarios for the Town's Transfer Station.

Aries further understands that there are limitations for development at the existing site due to lack of 3-phase power at the facility, which limits installation of an electric compactor. Aries also understands that the Town currently uses a 25-year-old packer truck to compact and haul municipal solid waste (MSW) to an off-site Winnwaste facility and that the truck may require replacement in the near future.

WORK SCOPE OBJECTIVE

The work scope objective is to conduct a preliminary feasibility and suitability study, including conceptual cost estimates, for possible renovation, expansion or relocation scenarios for the Town's C/S/T Facility.

Elements of the review include:

- Feasibility to relocate the Salt and Sand barn to the Northwest corner of the Municipal Complex at 26 Baptist Road.
- Construct a storage structure at the current Transfer Station site for baled products or renovate the existing Salt and Sand barn to store baled products.

Additional work scope elements may include:

- Cost estimates for a renovated office with improved heating and cooling and a restroom.
- Feasibility and cost estimates for constructing a new food waste composting area, additional storage, a drive-on scale for construction debris, and a concrete pad for a compactor to replace the existing packer truck.
- An assessment of a more efficient traffic pattern and layout of storage units and the above-mentioned proposed additions.

Upon completion of our preliminary feasibility review, Aries will prepare a brief summary letter describing the anticipated rules and regulations that would apply to the proposed modifications to the site C/S/T facility, a detailed, planning-level cost estimate, and conceptual drawings for the proposed C/S/T facility modifications. Aries will identify barriers to development and provide recommendations or modifications to the current concept development plan.

BUDGET ESTIMATE AND BASIS OF BILLINGS

The Preliminary Feasibility Review work scope budget estimate is \$6,000 for Aries' services and expenses. This budget estimate does not include preparation of a NHDES solid waste permit application. Billings will be based on accrued time and expenses in accordance with the attached Fee Schedule.

Aries will not exceed the budget estimate without your authorization. You will be notified of conditions that might require an increase in the budget estimate as soon as they become evident. Should additional work, conferences or meetings be requested beyond the described work scope or budget estimate, Aries would be pleased to provide the additional services in accordance with the attached Fee Schedule.

SCHEDULE

Aries will begin project work as soon as authorized. We anticipate providing the report within approximately two weeks following acceptance of this proposal.

CONDITIONS OF ENGAGEMENT

Conditions of this engagement are described in the attached Statement of Terms and Conditions.

ACCEPTANCE

Please accept this proposal by signing and returning to Aries the attached signature page. This proposal for services, Fee Schedule and Statement of Terms and Conditions constitutes the entire agreement between Aries and the Town of Canterbury. This proposal is valid for 30 days.

Aries appreciates the opportunity to provide the Town with technical assistance on this project. We will begin project work as soon as we receive the signed contract. If you have any questions or need additional information, please contact the undersigned.

Sincerely,
Aries Engineering, LLC



George C. Holt, P.G.
Principal Hydrogeologist



Kathryn A. Ward, P.E.
Principal Engineer

GCH:pj

Attachments: Fee Schedule
Signature Page
Statement of Terms and Conditions

FEE SCHEDULE

The Fee Schedule, set forth herein, is incorporated by reference in the Proposal for Technical Assistance Services, dated February 10, 2025, File No. 2025-013, directed to Town of Canterbury ("Client"). These rates are valid until the end of the current calendar year. Aries shall have the right to increase the rates each year effective January 1 of the applicable year. Aries shall limit any rate increase under an existing contract to no more than ten percent per year.

Principal Engineer/Principal Hydrogeologist.....	\$200/hour
Principal Geotechnical Engineer	
Director Engineering/Director Hydrogeology	\$190/hour
Director Health & Safety/Senior Radiological Engineer	
Senior Engineer III/Environmental Scientist III/Risk Assessor III	\$175/hour
Senior Geotechnical Engineer III	
Senior Engineer II/Senior Hydrogeologist II.....	\$160/hour
Senior Environmental Scientist II/Risk Assessor II/ Senior Health & Safety Specialist II	
Senior Engineer I/Senior Hydrogeologist I.....	\$145/hour
Senior Environmental Scientist I/Senior Risk Assessor I/ Senior Health & Safety Specialist I	
Engineer III/Hydrogeologist III/Environmental Scientist III	\$125/hour
Risk Assessor III/Health & Safety Specialist III	
Engineer II/Hydrogeologist II/Environmental Scientist II	\$110/hour
Risk Assessor II/Health & Safety Specialist II	
Engineer I/Hydrogeologist I/Environmental Scientist I	\$100/hour
Risk Assessor I/Health & Safety Specialist I	
Technician I	\$ 85/hour
Account Technician I.....	\$ 85/hour
Technical Intern	\$ 65/hour
Clerical.....	\$ 75/hour
Outside Services and Expenses	Cost plus 15%

These rates will be charged for time worked on the project and travel time from Aries' office to the job site or meeting site and return. The Fee Schedule rates do not apply to depositions, court testimony, expert witness services and consulting expert services. Rates for these services will be at billed at 2 times the above listed rates.

SIGNATURE PAGE

This proposal Technical Assistance Services, File No. 2025-013, dated February 10, 2025, and the Statement of Terms and Conditions attached, are accepted by Town of Canterbury as evidenced by the execution hereof, and such a person so executing the same on behalf Town of Canterbury does hereby warrant full authority to act for, in the name of, and on behalf of Town of Canterbury (Client).

The Terms and Conditions referred to in this proposal for Technical Assistance Services contain very important limitations of liabilities and detail important responsibilities and liabilities of the parties. Therefore, in the event a copy of the Terms and Conditions is not attached to this proposal, the Client is advised to request a copy of those Terms and Conditions from Aries before signing this proposal. In the event a copy of the Terms and Conditions is not attached, the proposal/contract is still governed by those Terms and Conditions. In the event that the owner/Client does not understand the effect of the contract proposal, including any parts of the Terms and Conditions, Client should seek advice from competent legal counsel before executing this binding contract.

Signature

Title

Print Name

Date

for Town of Canterbury**BILLING INFORMATION:**

Accounts Payable email (if different from contract): _____

**TERMS AND CONDITIONS
FOR
ENGINEERING AND CONSULTING SERVICES**

Client: Town of Canterbury
Proposal: 2025-013
Date: February 10, 2025

Following are the terms and conditions by which Aries Engineering, LLC (Aries) provides engineering and consulting services to its clients. Taken together with our Proposal, they constitute the agreement between Aries and you. Accordingly, before you sign our Proposal and accept these terms and conditions, you should carefully read the entire document (particularly the sections on "Indemnification", "...Deadline to Assert Claims", and "Limitation of Aries' Liability") to be sure its terms are both fully understood and acceptable.

Throughout these terms and conditions, Aries Engineering, LLC is regularly referred to as "Aries" or "we", the previously-referenced Client is referred to as "the Client" or "you", and the subject work is referred to as the "site".

1. SERVICES TO BE PERFORMED AND CLIENT'S ACKNOWLEDGEMENT OF UNCERTAINTIES IN WORK TO BE PERFORMED - We agree to provide you with those engineering and/or consulting services which are detailed in our Proposal (the "Services").

While engineers and consultants such as Aries normally have a duty to perform their work with a degree of skill and care generally exercised by qualified environmental engineers and consultants in the same area, and acting under similar conditions at a similar site, it is important that you are aware of and accept, before signing this contract, the uncertainties that exist with this kind of work. Specifically, much of the work we do relates to underground conditions where chemicals and objects may be hidden. You acknowledge and accept that our work, as with all sub-surface work, involves some inherent risk of personal injury and property damage (including, for example, cross-contamination of environmental media such as soil and groundwater) which simply cannot be avoided even with the exercise of due care. You also acknowledge and accept, for example, the uncertainty in obtaining local, state or federal approvals and acknowledge and accept that we cannot (and do not) represent or warrant the outcome of any permitting or approval process. Similarly, we cannot (and do not) warrant the accuracy or completeness of the information provided by others.

You recognize and accept that there are uncertainties related to environmental and geological services, which often require a step-by-step approach, with the need for additional services becoming apparent only after the initial stage of the Services. You also recognize and accept that actual conditions encountered may vary significantly from those anticipated based on existing information, that laws are subject to change, and that the requirements of regulatory authority are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional time or costs for us to complete our work, we will promptly notify you and attempt to negotiate changes to our agreement. If we are unable to reach a mutually satisfactory agreement, we will be entitled to terminate the Services and to be fully compensated for Services already performed.

2. PAYMENT FOR SERVICES - Unless we have presented a different billing arrangement in the Proposal, you agree to pay Aries for Services rendered according to our standard schedule of rates, and to reimburse us for all of our expenses. Aries reserves the right to increase its standard rates subject to any limitations, if any, contained in the Fee Schedule. Unless this is a lump sum Proposal, we will bill you every two weeks during the course of our work and send you a final invoice on substantial completion of services. Lump sum proposals will be billed as described in the proposal. We will expect payment of our invoices within 30 days of their date.

If you don't agree with any invoice, you must let us know in writing within 10 days of your receipt of the invoice and, in the meantime, pay any undisputed portion of the invoice when due. Overdue payments will bear simple interest at 18% per annum. If you are delinquent on any payments owed Aries on this or any other project, we reserve the right to suspend or terminate the Services, and collect from you all fees and expenses through the termination date. Exercising our right to terminate or suspend will not prevent us from pursuing other rights and remedies, nor will it create any liability of Aries to you. If we are ever in the position of having to collect overdue amounts from you, you will reimburse Aries for all its costs of collection including reasonable attorneys' fees.

If the cost of the services we will be performing for you under the Proposal will be reimbursed from the Oil Discharge and Disposal Cleanup Fund established by NH RSA 146-D, the Fuel Oil Discharge Cleanup Fund established by NH RSA 146-E, the Motor Oil Discharge Cleanup Fund established by NH RSA 146-F, the Gasoline Remediation and Elimination of Ethers Funds established under NH RSA 146-G or the Methyl t-Butyl Ether Remediation Fund (collectively or individually the "Fund"), and if the Proposal provides for direct payment by that Fund to Aries for those services ("Fund Work"), then Aries waives all claims against you for payment for those services and will seek payment solely from the Fund for those specific services and obtain waivers of claims from Aries' subcontractors. For such Fund work only, the other provisions of this Section 2 of these Terms and Conditions regarding payment by you for those specific services shall not apply, and Client agrees that Aries will submit all of its invoices for work performed in rendering the Services (the "Service Invoices") directly to and will receive payment directly from the Fund, as provided by the Fund rules, for the Services performed on behalf of the Client. However, if the Proposal contains a combination of Fund Work and non-Fund Services, Aries does not waive right to payment for the non-Fund Services and Client will be responsible for payment for that portion of the Services. For Fund work, or that portion of the Services that is Fund work, Client agrees that Aries shall submit its Service Invoices directly to the Fund as the "Applicant" (as defined in Odb Rules). However, in the event that the Fund (administered by the Department of Environmental Services "DES"), rejects the Fund application, then Client shall be responsible for all time and expenses of Aries at Aries' normal billing rates, and any of its subcontractors to the date Aries is advised of the rejection. In the event of such rejection, Client may terminate the contract for any further work or authorize Aries and its subcontractors to proceed with the work at Client's expense.

3. THE CLIENT'S RESPONSIBILITIES - The project we are undertaking may not be successfully completed without your full cooperation with Aries, and there are some tasks we rely on the Client to perform. You grant us, and our employees, contractors and agents, access to the site where the work is to be performed, and if you don't own the site you will obtain written permission from the owner for us to enter. It is the Client's responsibility to secure the approvals, permits, licenses and consents necessary for performance of the Services. You will also provide us with all documents and other information in your possession or reasonably available to you that are pertinent to this project and this site, including information related to hazardous materials or other environmental or geological conditions at the site. We will be entitled to rely on documents and information you provide unless you let us know otherwise in writing when the material is delivered. Whether or not you have any written information on the following subjects (and you should provide it to us if you do), you must notify us before we begin work of all information known to you or even suspected by you concerning (a) the existence or possible existence at or near the site of any hazardous waste, hazardous substances, petroleum product, pollutants or asbestos ("Waste Material") as defined in the federal Water Pollution Control Act, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Reauthorization Act of 1986, or under the provisions of similar federal, state and local laws or rules; (b) any conditions known to you to exist at or near the site which might represent a potential safety hazard or danger to human health or the environment; or (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way to past or present site environmental conditions including the presence of aboveground storage tanks or underground storage tanks.

You accept the responsibility of notifying federal, state, and local officials of site conditions as required by applicable rules, regulations and laws. You also agree to notify federal, state and local officials of site conditions which may endanger public health, safety or the environment. In the event you fail or refuse to notify appropriate officials of site conditions as required by federal, state or local laws and rules, we have the right to so notify and shall have no liability to you or any other entity for any such reports made in good faith.

4. HAZARDOUS MATERIALS - So long as our agreement is in effect, you promise that no Waste Materials will be removed from the site unless and until you sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). It is the Client's responsibility to select the treatment or disposal facility to which any waste is taken. Aries will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any Waste Materials at or removed from the site. Aries will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Waste Materials at or removed from the site, other than laboratory samples we collect.

5. LAB TESTS AND SAMPLES - Aries is entitled to rely on laboratory tests we commission which are conducted using generally accepted methodologies. We will regularly dispose of all water, soil, waste and any other samples we collect at any time after 30 days following the initial submission of our final report to you, and we will charge you for the disposal costs. If you want us to retain samples for a longer period, you may request it in writing and we will comply so long as (a) the extended period of time is reasonable, and (b) you pay in advance (or on request) all applicable shipment and storage charges.

6. REPORTS AND OTHER DOCUMENTS - All written reports, audits, or assessments summarizing the Services and/or our findings, prepared by us and delivered to you (a "Report"), are your property, although if you delay in using or implementing a Report, use it with respect to another site or another project, or share it with a third party, you do so at your own risk and will indemnify Aries from any damage that results. We will perform the Services for your exclusive use, so that you are the only party entitled to rely on the results and then only to the extent provided for in these Terms and Conditions. While you may choose to share the results of our work with others who are not a party to our agreement, you shall explain to them that doing so does not create any duty, responsibility or liability of Aries to them, and that under no circumstances will they be considered a party to, or beneficiary of, our agreement. All other internal information used by us in preparing a Report, such as all data, drafts and internal reports, notes, calculations, estimates, and information prepared by Aries in order for us to provide the Services, will remain our sole property. We will generally retain pertinent documents for 3 years following submission of our final Report to you. Such documents will be available to you upon request and copies will be furnished to you after reasonable notice, for the total costs of reproduction.

7. CONFIDENTIALITY - Recognizing the importance of confidentiality to both Aries and the Client, we will each strive to maintain in confidence information about this project; particularly, neither of us will disclose to third parties the terms of the Proposal, and Aries will not, without your prior approval, disclose to third parties our Reports, or information about the site, the project, or your business. There are certain exceptions to our undertaking of confidentiality. Information which is in the public domain or is provided to us by third parties does not need to be kept in confidence. Further, there are some circumstances in addition to those mentioned in the last paragraph of Section 3 in which Aries must make disclosure of some or all of this information; among them when Aries believes disclosure is necessary to: (a) perform the Services; (b) comply with professional standards to protect public health, public safety and the environment; and (c) comply with laws and court orders. We will make reasonable efforts to give you prior notice of any disclosures under (b) or (c). You will reimburse Aries for responding to any subpoena or governmental inquiry related to the Services, at Aries' standard rates then in effect, and this obligation will continue even after we complete the Services.

8. INSURANCE - During our performance of the Services we will maintain workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. We will promptly furnish you certificates of insurance on request. We will also consider your written request to purchase project-specific insurance provided it is commercially available and you pay the premium in advance. The existence of insurance or the amounts of that insurance shall not be deemed to increase any of the duties or liabilities of Aries under this contract. That insurance may exist, shall not waive any limitations of liability or caps on liability/damages otherwise stated in these Terms and Conditions.

9. LIMITATION ON ARIES' LIABILITY - To the greatest extent allowed by law, Client agrees that Aries' (including any liability, if any, of Aries former, current or future officers, directors, agents, employees, successors and assigns) aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character (including, but not limited to personal injury and property damage), arising out of or in anyway related to this Contract, the Services or the Site, shall be limited to the greater of fifty thousand dollars (\$50,000) or the total amount of compensation received by

Aries under this contract. This limitation of liability applies even if Aries was negligent or otherwise at fault and thus limits Aries liability (including any liability, if any, of Aries' former, current or future officers, directors, agents, employees, successors and assigns) even for its own negligence or fault.

Client expressly waives any claims against (including any liability, if any, of Aries' former, current or future officers, directors, agents, employees, successors and assigns) Aries beyond the dollar limits specified in this Section. Under no circumstances will Aries be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential or punitive damages.

10. ALTERNATIVE DISPUTE RESOLUTION AND DEADLINE TO ASSERT CLAIMS - Client and Aries agree that they will make a good faith effort to resolve any dispute relating to or arising from this Contract or the Services without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternative forms of dispute resolution, including mediation (or arbitration if both sides agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, Aries reserves the right to suspend its Services hereunder and shall so timely notify the Client.

This section shall not preclude either party from immediately filing suit for injunctive relief if that party reasonably believes such suit is required to prevent irreparable harm. Further, this section shall not prevent either party from filing a civil action if the applicable statute of limitations period (or shorter contractual limitation period) to file suit is soon to expire.

If for any reason you believe or feel that Aries has breached its duties or obligations under or related to this contract, you agree to notify Aries within 30 days of your discovery of the problem (and in no event, later than 120 days after we substantially complete, or stop, our work) and give us a reasonable opportunity to correct the deficiency. If you have not timely satisfied these notice requirements, you agree not to assert any claims or lawsuits against Aries, its (past, present or future) officers, directors or employees for any reason and you waive all other claims.

11. INDEMNIFICATION AGAINST THIRD PARTY AND OTHER CLAIMS - Unless the injury is directly caused by our negligence or intentional misconduct, you agree to assume responsibility for and defend, indemnify and hold harmless Aries, its (past, present, future) directors, officers, employees, agents, successors and assigns, from and against any and all claims by you or a successor in interest, or from third party claims against us for damages and costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees and court and arbitration costs, where such claims against Aries are in any way: (a) related to this project, the site, (including above ground, surface and subsurface related injury, harm or damage of any kind) or our provision of the Services; (b) are based in any way upon the existence, release, removal, remediation, assessment, or study of hazardous materials; or (c) result from the acts, omissions or work of others (including, without limitation, you and your subcontractors).

12. ADDITIONAL REMEDY - In addition to our right to terminate services as discussed elsewhere in these terms and conditions, upon any material breach by you of the other terms and conditions of our agreement, we may, at any time, immediately suspend the provision of Services and promptly notify you of the reason. If you fail to remedy the breach within 10 days of the date of our notice, we may elect to terminate Services without waiving any other rights or claims we have.

13. MISCELLANEOUS TERMS - This agreement is intended to be governed by and enforceable in accordance with the laws of the State of New Hampshire. The provisions of these terms and conditions are severable. The invalidity of any part of these terms and conditions will not invalidate the remainder. These terms and conditions cannot be modified orally or by any course of conduct, only by a written modification signed by both of us. These terms and conditions take precedence over any inconsistent or contradictory provision contained in any purchase order, proposal, contract, requisition, notice to proceed, or like document you may issue. Neither of us will assign any part of this agreement except with the other's prior written consent, subject to our right to subcontract portions of the Services in the ordinary course of our business.