

THE STATE OF NEW HAMPSHIRE

GRAFTON, SS

SUPERIOR COURT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

V.

NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.

Docket No. 215-2026-CV-00004

ASSENTED-TO MOTION TO ENTER CONSENT DECREE

NOW COMES the State of New Hampshire Department of Environmental Services (“Department”), by and through its attorneys, the Office of the Attorney General (collectively, the “State”) with the assent of the Respondent, North Country Environmental Services, Inc., and requests that the Court enter the attached consent decree in the above-captioned case as an Order of the Court. In support hereof, the State avers as follows:

1. The parties have reached resolution of the State’s complaint seeking civil penalties, which was filed on January 9, 2026.
2. The resolution is memorialized in the attached consent decree.
3. The State, with the assent of the Respondent, moves that this Honorable Court enter the attached Consent Decree as an Order of the Court.

WHEREFORE, the State, with assent, respectfully requests that this Honorable Court:

- A. Enter the attached Consent Decree as an Order of the Court;
- B. Grant such further relief as it deems just and equitable.

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Respectfully submitted,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By its Attorney,

JOHN M. FORMELLA
ATTORNEY GENERAL

Dated: January 12, 2026

/s/ Joshua Harrison

Joshua C. Harrison, N.H. Bar #269564

Assistant Attorney General

Environmental Protection Bureau

Office of the Attorney General

1 Granite Place South

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(603) 271-3679

Joshua.C.Harrison@doj.nh.gov

CERTIFICATE OF SERVICE

I, Joshua Harrison, hereby certify that a copy of the foregoing was served on counsel for Respondent via the Court's electronic filing system and via email to Jacob Rhodes, Esq. (rhodesj@cwbp.com) and Richard Lehman, Esq. (rick@nhlawyer.com).

/s/ Joshua Harrison

Joshua C. Harrison

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NORTH COUNTRY ENVIRONMENTAL SERVICES, INC.

Docket No. 215-2026-CV-00004

CONSENT DECREE

NOW COME the Complainant, the State of New Hampshire Department of Environmental Services, by and through its attorneys, the Office of the Attorney General (collectively, the “State” or, the “Department”), and the Respondent, North Country Environmental Services, Inc. (“Respondent”) (the “Parties”), and hereby agree to the terms and conditions set forth in this Consent Decree (“Decree”), in settlement of the State’s allegations of violations of the State’s Solid Waste Management Act, RSA ch. 149-M, the related administrative rules, and associated permits issued to Respondent, alleged by the State in its Complaint for Civil Penalties (“Complaint”) filed in this docket.

A. INTRODUCTION

1. This Decree resolves all alleged violations of New Hampshire statutes and administrative rules related to Respondent’s operation of its Bethlehem, New Hampshire solid waste facility (“NCES Landfill”) as alleged in the Complaint. The Complaint alleges Respondent violated RSA 149-M, the administrative rules, and NCES Landfill permits as generally follows and more specifically described in the Complaint:

- (i) The placement of waste beyond permitted limits;
- (ii) Failure to maintain the leachate collection system and failure to operate system as required resulting in a leachate discharge on site;

- (iii) Storage of amounts of leachate on the primary landfill liner greater than allowed;
- (iv) Causing secondary landfill liner flows in excess of limits and failure to conduct required investigations and report such incidents;
- (v) Violations related to the existence of a hole in the primary landfill liner;
- (vi) Drilling of gas monitoring wells through the “overlay liner;” and
- (vii) Failing to place alternative daily cover at the end of a working day.

2. The Complaint seeks civil penalties for these alleged violations of RSA 149-M, the administrative rules, and NCES Landfill permit.

3. There has been no trial on any issues of fact or law in this matter and no judicial determination of liability. The Parties agree that nothing in this Decree is, or should be construed as, an admission of liability or fact by Respondent. Instead, the Parties, wishing to avoid the expense of litigation, and in an effort to work cooperatively in resolving this matter, agree that settlement and entry of this Decree without further litigation is an appropriate way to resolve the dispute, and the Parties consent to the entry of this Decree as an order of the Court.

NOW THEREFORE, it is ORDERED, ADJUDGED, and DECREED as follows:

B. JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to RSA 491:7, RSA 498:1, and RSA 149-M:15. Venue is appropriate as the property where the violations occurred is located in Grafton County, New Hampshire.

5. For purposes of this Decree and the underlying Complaint, including any further action to enforce the terms of this Decree, Respondent waives any and all objections it may have to the Court’s subject matter jurisdiction or personal jurisdiction, including sufficiency of service of process of the Complaint upon their legal counsel.

C. CIVIL PENALTY

6. Respondent shall be assessed a civil penalty of one million nine hundred thousand dollars (\$1,900,000) for the violations alleged in the Complaint. As set forth in greater detail below, a portion of the assessed civil penalty may be satisfied through a combination of supplemental environmental projects (“SEP”) as set forth in Section D below.

7. That portion of the assessed civil penalty described in ¶6 above that is not satisfied through a SEP set forth in Section D below shall be remitted to the State within sixty (60) days following the notice from the State as specified in Section D below.

8. Civil penalty payments shall be made by Respondent by check payable to “Treasurer, State of New Hampshire,” which shall be mailed or delivered to undersigned counsel for the State at 1 Granite Place South, Concord, New Hampshire 03301.

9. Any late payments of any cash payment remitted to the State under this Decree shall be assessed interest equal to that specified in RSA 336:1, II from the date the payment is due until the date the payment is received by the State.

D. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

(i) Introduction

10. Respondent shall perform a SEP at the Town of Bartlett’s former landfill located on property owned by the James W. Iovino and Donna M. Iovino Revocable Trust at 1300 US Route 302 in Bartlett, New Hampshire (the “Property”). The purpose of this SEP is to remedy the erosion of landfill debris into the Saco River. This remediation process will involve further characterization and investigation of the Property, addressing of data gaps, generation of feasible alternatives and cost estimates for stabilizing the Property’s riverbank, and performance of the work required to stop and/or mitigate the erosion of landfilled materials into the Saco River.

This SEP shall be broadly divided into two parts: (1) the Saco River SEP; and (2) the Saco River Stabilization SEP.

(ii) **Saco River SEP**

11. This Saco River SEP shall be performed in accordance with the Verdantas, LLC Work Order #3 prepared on behalf of Casella Waste Systems, Inc. and signed July 28, 2025, and August 6, 2025, respectively (“Verdantas Work Order #3”) (attached hereto as Exhibit A). Verdantas Work Order #3 has been approved by the Department and is currently being performed by Verdantas, LLC.

12. Up to two-hundred and nineteen thousand dollars (\$219,000) shall be credited against Respondent’s \$1.9 million civil penalty for work done to date and agreed to in Work Order #3. The State may, in its sole discretion, agree to increase the amount credited against Respondent’s \$1.9 million civil penalty for work done pursuant to this Saco River SEP.

13. All data, reports, conclusions, and other information, including stabilization alternatives, generated by Verdantas, LLC in performance of Work Order #3 and the Saco River SEP shall be submitted to the Department and undersigned counsel for the State as it becomes available and as submitted to Casella Waste Systems, Inc.

14. Upon receipt of Verdantas, LLC’s submittal of the technical memorandum detailed in Work Order #3, the State will review the remedial alternatives and estimated costs for a determination of whether one or more of the proposed alternatives is feasible and desirable by the State, as detailed in the Saco River Stabilization SEP detailed below.

15. This Saco River SEP shall be completed no later than January 31, 2026, subject to any extensions authorized by the Department.

(iii) Saco River Stabilization SEP

16. Within three months of the submittals related to the Saco River SEP, the Department shall determine whether one or more of the stabilization alternatives set forth in the Saco River SEP is feasible and desirable by the State to be implemented. If the State determines an alternative is feasible and desirable, it shall identify the alternative to be implemented. Such determination of whether to proceed with implementation of any alternative shall be at the State's sole discretion. This SEP shall be hereinafter referred to as the "Saco River Stabilization SEP."

17. In the event the State authorizes the Saco River Stabilization SEP, Respondent and the State shall work together in good faith to identify the entity or entities that will serve as the applicant and permittee for the Saco River Stabilization SEP. Within 120 days of the agreement on the applicant and permittee, Respondent shall submit a Saco River Stabilization SEP implementation plan to the Department for approval. The implementation plan shall identify the necessary permits required to complete the SEP, a work plan and schedule for implementation of the SEP, cost estimates and contingencies, and post construction operation and maintenance obligations.

18. To the extent Respondent and the State agree to the terms of an implementation plan and the Department approves it, Respondent shall comply with the terms thereof and complete the approved implementation plan.

(iv) Other SEP Terms and Conditions

19. In no event shall Respondent be liable to the State as part of this Decree for greater than \$1.9 million total civil penalty provided Respondent complies with the obligations in this Consent Decree.

20. If the Department determines that the Saco River Stabilization SEP is not feasible and desirable, or if the Department and the Respondent are unable to agree to the terms of the implementation plan described in Paragraph 17, the Respondent shall have 60 days from such determination to propose one or more alternative supplemental environmental projects. If the Department authorizes an alternative SEP, said authorization shall set forth the terms of such SEP including the amount to be credited against the \$1.9 million civil penalty. If the Department does not authorize an alternative SEP, the Department shall notify Respondent and the Respondent shall within 90 days of said notice remit payment to the State of the total \$1.9 million civil penalty, less any amount offset by the Saco River SEP.

21. Within sixty (60) days of the completion of each of the above SEPs, as authorized by the Department, Respondent shall submit to the State a detailed accounting of all costs of each SEP claimed as credits against the \$1.9 million total civil penalty, consistent with the provisions herein, and provide copies of all supporting invoices. Respondent may not claim its or Casella Waste Systems, Inc.'s attorneys' costs related to the SEPs as credits against the total civil penalty herein. The State shall provide written approval or dispute of claimed costs to Respondent within thirty (30) days.

22. Any portion of the total \$1.9 million civil penalty not offset by approved SEP costs as detailed herein shall be remitted to the State in accordance with ¶¶6-9 above. Any such payment shall occur within 60 days of the date upon which a final invoice for the cost of implementation of the authorized SEPs is approved by the State.

23. All SEPs shall be performed by qualified professional engineers, wetlands scientists, and other professional consulting services with the expertise and experience necessary to perform the SEPs. All such professional contractors must be approved by the Department.

E. OTHER TERMS AND CONDITIONS

24. This Decree and all obligations assumed hereunder by Respondents shall apply to and be binding upon Respondent and its successors and assigns. Actions or inactions of Respondent's agents in the performance of its obligations under this Decree, when acting within the scope of their agency, shall be considered actions or inactions of Respondent. Any third-party applicant and permittee identified for purposes of the Saco River Stabilization SEP shall not be considered an agent, employee, contractor, or other such entity of the Respondent, and the Respondent shall have no liability under this Decree for any actions or inactions of such third-party.

25. The State reserves any and all legal and equitable remedies, sanctions, and penalties that might be available to enforce the provisions of this Decree against Respondent for failure to comply with the terms herein. The provisions of this Paragraph 25 shall survive beyond the termination of this Decree.

26. If the civil penalty set forth in this Decree is not paid by Respondent in accordance with the schedule set forth herein, then, with respect to such penalty, this Decree shall be considered an enforceable judgment against Respondent for purpose of post-judgment collection statutes, court rules, and other applicable authorities.

27. Respondent acknowledges Respondent and its successors and assigns have a continuing obligation to remain in compliance with RSA 149-M and any and all other applicable State and federal laws, administrative rules, and permits. The State reserves the right to bring an administrative, civil, and/or criminal enforcement action for any such other violation of any such obligation within its jurisdiction in a new action and not as part of this case.

28. It is the intention of the Parties that this Decree be entered and enforced as an order of the Court, subject to all power of the Court at law and equity. Upon entry of the order by the Court, Respondent acknowledges that any violation of the obligations under this Decree or the agreements reflected herein, except for those general obligations in Paragraph 27 above, may be cause for Respondent being adjudicated in contempt of court. Respondent hereby waives any objections to jurisdiction or service of process in any such contempt proceeding brought by the State.

29. The State's failure to enforce any provision of this Decree after any breach or default shall not be deemed a waiver of its right to enforce each and all of the provisions of this Decree upon further breach of default.

30. This Decree contains the entire agreement of the Parties. Any material modifications hereto must be agreed to in writing by the State, acting through the Office of the Attorney General, Respondent, and approved of by an order of the Court. The Parties may agree in writing without Court approval to a non-material modification, such as modification to schedules established by this Decree with no effect on statutory, regulatory, or permitted obligations. Such non-material modifications become effective upon execution by the Parties, or e-mail exchange evidencing agreement by the Parties.

31. The effective date of this Decree shall be the date upon which it is entered as an order of the Court.

32. This Decree shall be construed in accordance with the laws of New Hampshire.

33. Each party shall bear its own costs and attorneys' fees.

34. Any civil penalties imposed herein shall not be tax deductible.

35. Undersigned agent for Respondent, Shelley Sayward, Vice President and Secretary, of North Country Environmental Services, Inc., is authorized to enter this Decree on behalf of Respondent. Respondent has had the opportunity to review this Decree with independent counsel of its own choosing.

36. Upon approval and entry of this Decree as an order of the Court, the Decree shall constitute a final judgment under State and federal law, and in any proceeding under title 11 of the United States Code, the civil penalties set forth in this Decree shall constitute an allowed claim with the propriety specified in 11 U.S.C. §726(a)(2).

A. TERMINATION OF THE DECREE

37. The Court shall retain jurisdiction to enforce the terms and conditions of this Decree and to resolve disputes arising hereunder, as may be necessary or appropriate for the construction, execution, or implementation of the Decree, and shall reopen the case upon motion by either party for enforcement of its terms.

38. Upon the Respondent's payment of the civil penalties assessed under ¶¶6-9 and completion of the SEPs detailed herein, the case shall be considered closed.

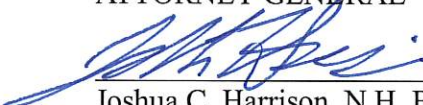
Respectfully submitted,

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By its Attorney,

JOHN M. FORMELLA
ATTORNEY GENERAL

Dated: January 12, 2026

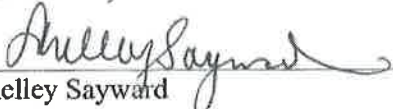


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NORTH COUNTRY ENVIRONMENTAL
SERVICES, INC


Dated: 1/12/2026


Shelley Sayward
Vice President and Secretary, North Country
Environmental Services, Inc.

And by its attorneys,

CLEVELAND, WATERS AND BASS, P.A.

Dated: 1/12/2026


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SO ORDERED.

Dated and entered this _____ day of January, 2026.

Presiding Justice of the Superior Court

EXHIBIT A

Work Order #3 to Master Services Agreement for Consulting Services

Description: Riverbank Erosion Control and Remediation Study

Task 3 – Addressing Data Gaps & Feasibility Evaluation of Riverbank Stabilization Alternatives

This Work Order #3 is issued pursuant to and subject to the terms and conditions of that certain Master Services Agreement for Consulting Services by and between Casella Waste Systems, Inc. (Casella) and Verdantas LLC (Verdantas) dated March 5, 2025 (the MSA). This revision of Work Order #3 has been modified to address comments received from NHDES in a letter "RE: Casella Waste Systems, Inc and Verdantas LLC Work Order #3 Subject Property: Saco Riverbank Stabilization, Bartlett NH," dated July 15, 2025.

Scope of Services

This Work Order #3 is related to the Riverbank Erosion Control and Remediation Study project at the Iovino Landfill in Bartlett, New Hampshire (the Site, the Project) and is intended to cover the costs of field data collection, feasibility evaluation and conceptual design (~10%) of up to three (3) stabilization alternatives.

Project Background

Work Order #1 previously authorized *Task 1 – Existing Data Review and Project Kickoff* for this project. That task involved an initial project kick-off call with Casella; preliminary review of existing data; support and/or participation in negotiations with New Hampshire Department of Environmental Services (NHDES) and other stakeholders, as requested; and an initial site walk at the Site with Casella and Project stakeholders. The Site walk was completed on April 11, 2025 and this task is considered to be complete.

Work Order #2 previously authorized *Task 2 – High-Level Stabilization Alternatives Comparison*. That task involved preparing a preliminary high-level stabilization alternatives comparison and memorandum for Casella. The high-level stabilization alternatives comparison memorandum was provided to Casella on April 9, 2025. At the writing of this Scope of Services, this Task is substantially complete except for close out project management tasks.

Task 3 - Addressing Data Gaps & Feasibility Evaluation of Riverbank Stabilization Alternatives

This task will include field data collection to address the data gaps currently identified as being necessary to complete the riverbank stabilization project. We assume that Casella will coordinate and obtain access permission for the fieldwork located at the Iovino property and proposed herein. The field data collection tasks are as follows.

Utility Preclearance - Verdantas will perform Dig Safe Systems Inc. (DigSafe) mark-out for a subsequent focused subsurface investigation. Since the Site contains a historical landfill, we do not propose to perform other preclearing activities such as ground penetrating radar (GPR) or vacuum excavation which will be of limited value in waste material. If Casella is or becomes aware of subsurface infrastructure associated with the Project, please let us know. We will endeavor to perform the utility preclearance concurrent with other Project work, as the schedule allows. Verdantas will also prepare

a Health and Safety Plan (HASP) as part of this task, that will be used for the proposed work at the Site.

Riverbed Pebble Count – Verdantas will perform a pebble count within the River channel and point bars. We anticipate conducting pebble counts at up to four locations between the upstream River Street Bridge Crossing and a location approximately 1,200 feet downstream of the eastern boundary of the Lovino Landfill property (refer to figure 1), and that this work will take one 8-hour day to complete. For the safety of our employees working within the River, we assume that this work will be completed with a two-person field team. Verdantas will also collect representative bulk sediment samples within the river channel and riverbanks for subsequent laboratory testing following ASTM D6913 standards. The purpose of collecting these particle size measurements is to assess the mobility of riverbed materials at various flow conditions in our hydraulic models and to assure revetment sizes exceed in situ material sizes.

Site Survey and Bathymetry – Verdantas will complete site survey and bathymetry work for the Project. The survey will be conducted after the Wetlands Mapping task described later in this memo. We assume that the bathymetry will consist of 27 transects between the upstream River Street Bridge Crossing and a location approximately 1,200 feet downstream of the eastern boundary of the Lovino Landfill property (refer to figure 1). We assume that the following items will be identified at each transect:

- Top of riverbank;
- Bottom of riverbank;
- Points along face of riverbank as needed to depict the general shape and orientation of the slope;
- Edge of water; and
- Ordinary high-water mark (OHWM).

We anticipate the site survey will consist of the following items:

- Existing access roads;
- Ground surface topography extending 50 feet back from the top of existing river bank. This is anticipated to be the maximum extent of construction disturbance when considering slope repair length and construction access and staging; and
- Wetland flags set during wetland delineation work (see Wetlands Mapping, below); and
- Waste identification flagging set during the Waste Identification work (see below)

Together, the bathymetry and survey will include the generation of longitudinal profiles and channel cross-sections to inform the stabilization designs.

We assume that the bathymetric and site survey can be completed consecutively and do not require multiple mobilizations. The time of year that this work is anticipated to be completed (i.e. late summer/early fall) typically offers low flow conditions which are favorable for data collection within the river. However, should inclement or unfavorable

River conditions prohibit the collection of all necessary bathymetry, the survey team will collect as much data as is safely accessible. Additional mobilization(s) may be required during a period of low flow conditions to collect the remaining data and Verdantas will submit a change order for the additional mobilization prior to performing the work.

Our scope assumes that the survey crew can begin work 4 weeks after the work order is approved, and that up to 5 weeks will be needed for data collection and processing. Our surveyor will provide a CAD file with topographic contours and a final Site Plan stamped by a professional land surveyor licensed in the State of New Hampshire.



Figure 1 – Bathymetric Survey Extents

Geotechnical Boring Program – Verdantas will coordinate a geotechnical boring program to confirm historical investigation data, gather additional geotechnical information along the riverbank, and collect soil samples for geotechnical laboratory testing. We will engage with a drilling subcontractor and assume that a track-mounted rig will be necessary for access. We plan to advance the borings using hollow-stem augers as case and wash methods would involve adding water to the waste. In general, soil samples will be collected using standard penetration test (SPT) at 5-foot intervals starting at the suspected bottom of waste surface.

The objective of the geotechnical boring program is to complete four (4) borings extending to depths of at least 40 feet below ground surface. Anticipating difficult drilling conditions, we estimate that this will take up to four (4) days to complete. Encountering refusals, such as buried waste, large cobbles, boulders, or bedrock will reduce overall drilling progress and an accurate estimate of the amount of time that may be necessary

to successfully drill to 40 feet is not possible. If an additional day of drilling is warranted due to delays, we will discuss this with Casella and obtain preapproval before performing the additional drilling.

Following completion, the ground surface around the borings will be rough raked/swept only. We assume all excess soil cuttings produced during the exploration can be disposed of at the Site by spreading on the ground adjacent to each drilling location. Excess drill cuttings that cannot be accommodated on the Site will be placed in drums (which will be an extra charge) for future disposal by others. Verdantas and its subcontractor will exercise reasonable care to minimize disturbance and disruption to the Site. However, drilling will scar and disturb existing ground surfaces and require minor vegetation cutting.

Verdantas geotechnical personnel will oversee the boring program and conduct a geotechnical assessment of subsurface and general conditions at the Site. During the drilling, Verdantas personnel may make decisions regarding modifications to the boring program, if necessary, based upon conditions encountered. As part of the boring program and while present on-Site, Verdantas will:

- Provide guidance and instruction to the driller regarding the exploration scope and locations;
- Observe and record boring activities;
- Examine and log subsurface materials encountered;
- Take representative photographs of samples and conditions;
- Observe and measure the presence of groundwater, saturated soils, or evidence of obvious seasonal high-water markings; and
- Collect representative samples for possible geotechnical laboratory testing.
- We will also prepare an as-completed boring location plan and prepare detailed boring logs for each soil boring in accordance with the Unified Soil Classification System (USCS).

During the boring program, Verdantas will collect representative soil samples of major soil stratigraphy encountered below the waste surface. We assume that we will test up to twelve (12) soil samples for laboratory index testing (i.e. grain size distribution [with hydrometer, if applicable] and moisture content). We assume that none of the geotechnical laboratory tests will need to be expedited. If, based upon our exploration findings, we determine that certain tests will be beneficial/critical for stabilization designs, we will order those tests. If the testing program warranted will exceed the allowance included in our current costs, we will discuss the testing rationale with Casella and obtain preapproval before exceeding the allowance amount. We assume that environmental laboratory testing of soil samples will not be required; however, we can provide that service during the geotechnical exploration, if requested, for an additional fee.

Wetlands Mapping – Verdantas proposes to complete the wetlands delineation and a formal Wetlands Functional Assessment that will be required to permit the work along the riverbank.

Jurisdictional wetlands and surface waters will be delineated in the section of riverbank that is within the bounds of the Lovino property as well as within the anticipated access route for equipment to the stabilization area. Verdantas proposes that information gleaned from desktop review and this focused field delineation of wetlands will be sufficient to demonstrate that the least impacting alternative to wetlands has been identified.

Based on NHDES comments, it is understood that future permitting will not require delineation of the entire parcel, provided a waiver under Env-Wt 306.05(a)(1) is submitted and the combination of desktop review and partial field delineation sufficiently demonstrates that the proposed project represents the least impacting alternative to wetlands.

We assume the wetlands delineation will take up to two days to complete. The delineation will be performed by a State of New Hampshire certified wetland scientist, as required by Env-Wt 406.02. We assume that field work can be coordinated so that the wetland flags will be picked up during the site survey, described previously. The collective timing of the overlap between granting of access, wetlands delineation availability, and survey availability will drive the schedule for this work. Should wetlands be identified within the anticipated access route, Verdantas will contact Casella at that time, and provide an estimate for additional wetlands mapping to investigate the possibility of finding an alternative access route with less wetland impacts.

Hydrologic and Hydraulic (H&H) Study & Feasibility Analysis

Hydrologic and Hydraulic (H&H) Study

Based on our current understanding of and assumptions for the Project area, for this Work Order, we anticipate using a 2D HEC-RAS model to assess the potential alternatives. A 1D HEC-RAS model will be required to support floodplain permitting but is not necessary for this phase and therefore will not be included in the Work Order. Existing river flow characteristics will be evaluated for a range of flows up to the 500-year hypothetical storm to determine computed water surface elevations, flow velocities, and estimated bank shear stresses. Our cost estimate assumes that data from a local USGS Gage will be used to inform the designers of the range of flows to analyze. Upstream and downstream boundary conditions (i.e., hydrologic inputs and water-surface elevations) are expected to be obtained from the current effective FEMA Flood Insurance Study (FIS, 2013) and will be used to calibrate the HEC-RAS model.

The river model developed during the H&H Study serves as a basis for evaluating project alternatives. It enables the elimination of alternatives that are unlikely to withstand the modeled hydraulic forces. Combined with considerations of ice floes, the model results support the identification of stabilization alternatives that meet the project's performance criteria. As requested by NHDES, Verdantas will eliminate

potential stabilization alternatives at the conclusion of the H&H Study that would not withstand the forces identified in the H&H Study, so that resources can be focused on identifying up to three viable stabilization alternatives to select for further consideration in the Feasibility Analysis.

Following completion of the H&H Study, Verdantas will provide a brief technical memorandum of the results simultaneously to NHDES and Casella. We anticipate that the memorandum will:

- Identify major design challenges or components with the Project;
- Summarize the findings from the H&H Study;
- Identify alternatives eliminated from consideration based on the H&H Study; and
- Identify up to three viable stabilization alternatives to select for further consideration in the Feasibility Analysis.

Upon submission of the technical memorandum, Verdantas will await receipt of review comments from both Casella and NHDES prior to commencing the Feasibility Analysis. For scheduling purposes, a review period of one week has been assumed and is incorporated into the attached Project Schedule.

Feasibility Analysis

Following completion of the H&H Study and subsequent review of the selected viable stabilization alternatives by NHDES and Casella, Verdantas will initiate a Feasibility Analysis.

Each will be assessed based on effectiveness, cost, habitat benefits, potential impacts to downstream bank stability, and environmental impact. The level of design and analysis required to evaluate each alternative is anticipated to vary; however, it is anticipated that evaluation of each alternative will be carried out to an approximate 10% design level to sufficiently determine feasibility.

The geotechnical evaluations are anticipated to consist of global stability analyses (Slide2); lateral pile analyses (Lpile); and bearing capacity, settlement and overturning evaluation of alternatives as appropriate for the alternatives evaluated.

Each alternative will be integrated into a 2-D HEC-RAS model to assess its hydraulic performance and evaluate potential upstream and downstream impacts. These models will be preliminary, reflecting an approximate 10% design level for each alternative. Understanding the hydraulic behavior of each option is essential for selecting the most suitable alternative and for evaluating its feasibility, permitting requirements, construction costs, and long-term sustainability.

Following completion of the Feasibility Analysis, Verdantas will provide a technical memorandum of the results simultaneously to NHDES and Casella. This memorandum will present the results of the Feasibility Analysis. We anticipate that the memorandum will:

- Provide a typical cross section for each of the alternatives considered in the Feasibility Analysis;
- Describe each of the alternatives considered in the Feasibility Analysis. For each alternative, the following components will be discussed:
 - Identification of key design components and considerations
 - Identification of any unique permitting requirements
 - Relative level of protection provided
 - Anticipated environmental impacts
 - Anticipated upstream and downstream impacts
 - Assessment of general floodplain impacts
 - Estimated volume of waste requiring handling and/or relocation
 - High level cost estimate of implementation
 - Discussion of anticipated implementation timeline
- Include an analysis of alternatives for remediation and capping (if any) of identified surficial waste beyond the riverbank and within the current delineated area of waste.

Following Verdantas' submittal of the memorandum simultaneously to NHDES and Casella, we assume that Casella will coordinate a meeting between Casella, NHDES, Verdantas and/or other key stakeholders to review the findings of the H&H Study and Feasibility Analysis and to coordinate selection of the preferred design alternative with these stakeholders. Given the number of stakeholders involved, the expected range of flood elevations, periods of high flow velocities, significant bank shear stress, and recurring ice floes identified in the H&H Study—as well as Casella's unique role in the project—we expect that the design selection process will require a careful and likely conservative approach. The chosen alternative will need to balance the necessary level of protection against these forces while integrating natural elements wherever feasible. As part of Work Order #3, Verdantas has planned to prepare a brief slide presentation to initiate the stakeholder meeting and has included one preparatory call with Casella prior to the meeting.

A potential subtask, which is not included in this Work Order, is to back-engineer river bathymetry from limited survey transects, should river conditions prohibit the collection of the full proposed bathymetry data set. This subtask, if necessary, will only be completed upon agreement between Verdantas and Casella to continue the project schedule in lieu of a complete bathymetric data set. The cost of this subtask is not included in the total Work Order cost stated below.

Waste Identification – During the April 2025 reconnaissance site walk, Verdantas, Casella and NHDES observed the presence of waste beyond the extent that was previously documented in the Site Characterization Report submitted by Sanborn, Head and Associates (SHA) in 2023. As part of this task Verdantas will visually identify the presence of landfill waste along the riverbank upstream, downstream, and along the

project Site. Additionally, Verdantas will complete a visual assessment of landfill waste that is exposed on the surface of the Site within the SHA-delineated area of waste. Observed surficial landfill waste will be marked with flagging and will be located with survey equipment during the Site Survey effort and identified in future Site plans and the extent of the waste material along the riverbank will be considered in the Feasibility Analysis described above. In addition, the remediation and capping (if any) of identified surficial waste along the riverbank and within the SHA-delineated area of waste will be evaluated as a separate component of the Feasibility Analysis. We anticipate that this visual assessment field mapping effort will take one 8-hour day to complete.

This task does not include performing test pitting or borings to identify the extent of insufficient cover soils over the suspected waste mass. We assume that this field work can be coordinated so that the surficial waste identification flags will be picked up during the site survey, described previously.

Natural Heritage Bureau Datacheck and Documented Fishery Identification – This task includes submitting a Datacheck request to identify any rare, threatened, or endangered (RTE) species or exemplary natural communities that could be affected by the Project. If the Datacheck identifies RTE species or communities, then Verdantas will coordinate with NH Fish & Game and the Natural Heritage Bureau as needed. This task also includes Identifying any documented fishery on the river reach adjacent to the Site and directly downstream using the New Hampshire Fish Survey Map.

Out of Scope Tasks – Following completion of Work Order 2, Verdantas completed several out of scope tasks to support the advancement of the project. These out of scope tasks include:

- Preparation of Work Order 3 including revisions with Casella and schedule forecasting;
- Review of ARM funding guidelines and participation in an ARM funding applicability discussion with NHDES;
- Preparation for, attendance at, and follow-up associated with a meeting with NHDES and Casella on June 3, 2025 to discuss scope of Work Order 3;
- Review and discussion with Casella regarding NHDES' letter "RE: Casella Waste Systems , Inc and Verdantas LLC Work Order #3 Subject Property: Sac Riverbank Stabilization, Bartlett NH," dated July 15, 2025; and
- This revision of Work Order 3 to incorporate NHDES and Casella comments and revisions.

The cost for these Out of Scope Tasks is included in this Work Order 3.

Schedule

Verdantas can initiate work on Work Order 3 immediately upon authorization by Casella. Several schedule related considerations are important to note here. Access notification letters will be provided to adjacent property owners prior to completion of the bathymetric transects survey located outside of the lovino property. At this time, we anticipate these will need to be provided by Verdantas, following approval of this Work Order. Verdantas assumes that we will not be barred from accessing adjacent properties following the issuance of these notifications.

We anticipate that the field work and the feasibility analysis can be completed in four months. We estimate that the field work can be completed within 8 to 12 weeks of authorization; however, the field schedule will also be controlled by the River conditions as high stream flow will prohibit safe collection of bathymetric survey. Additionally, subcontractor availability usually requires scheduling four to six weeks in advance (and often more during the summer). Refer to the attached schedule for a visual representation of the estimated schedule.

Cost

Work Order #3 will be authorized for a maximum amount of \$209,000 which does not include the \$10,000 for back-engineering river bathymetry. Verdantas will bill against this budget on a time and materials basis for work completed to support Work Order #3 in accordance with terms and rates agreed upon in the MSA. The estimated cost breakdown is as follows:

Activity	Estimated Cost
Utility Preclearance	\$1,700
Riverbed Pebble Count	\$5,000
Site Survey and Bathymetry	\$28,000
Geotechnical Boring Program	\$25,300
Wetlands Mapping	\$6,000
H&H Study and Feasibility Analysis	\$128,000
Waste Identification	\$2,500
Natural Heritage Bureau Datacheck and Documented Fishery Identification	\$500
Out of Scope Tasks (Completed to date)	\$12,000
Total	\$209,000

Back-Engineering River Bathymetry	10,000
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Verdantas will continuously monitor the amounts billed and expected to be billed under this Work Order. If Verdantas, at any time, reasonably expects the aggregate billable amount to accomplish all work authorized under this Work Order to exceed the maximum amount set forth above, Verdantas will promptly notify Casella in writing.

Authorization for Work Order #3

Casella Waste Systems, Inc.



 Casella Authorized Representative

8/6/2025

 Date

Samuel C. Nicolai, VP Engineering & Compliance

 Name/Title

Verdantas LLC



 Verdantas Authorized Representative

7/28/2025

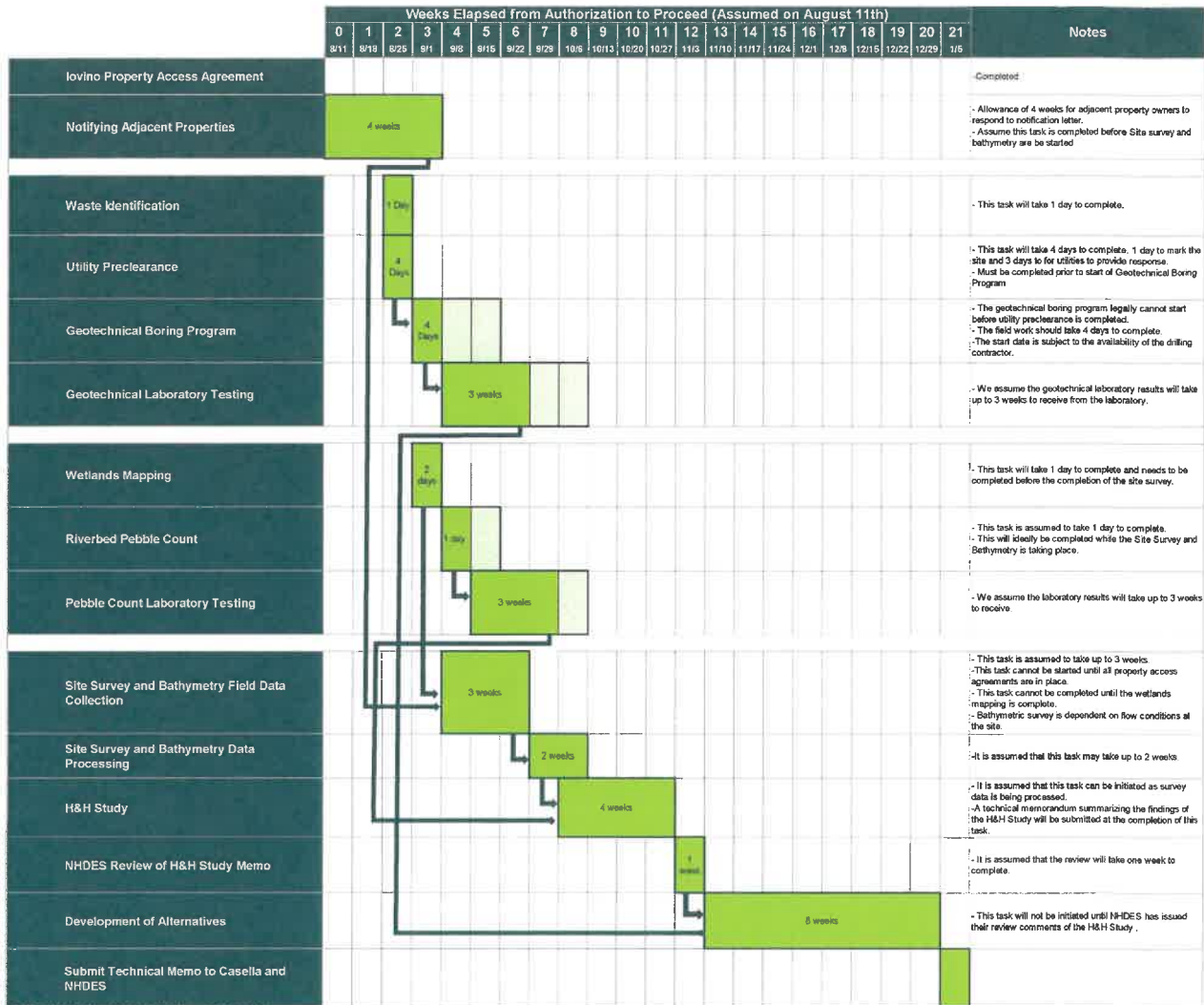
 Date

Nikki Delude Roy, PG – Area Leader/VP

 Name/Title

PRELIMINARY PROJECT SCHEDULE

Riverbank Erosion Control and Remediation Study
Casella Waste Systems



Note: This schedule is contingent upon the assumptions of this text.

Planned Task Duration: 2 Day
Schedule Float: 0