



July 30, 2018  
File No. 76400

Mr. Derik Goodine  
Town Administrator  
Town of Allenstown  
16 School Street  
Allenstown, NH 03275  
DGoodine@allenstownnh.gov

**Re: Proposal for Monitoring Services – 2018  
Allenstown Landfill  
Allenstown, New Hampshire  
DES No. 199012032**

Dear Mr. Goodine:

Nobis Group® (Nobis) is pleased to provide you this cost estimate for water sampling services at and in the vicinity of the municipal landfill located at 161 Granite Street in Allenstown, New Hampshire (the Site). The specific work tasks within this scope of work are related to a New Hampshire Department of Environmental Services (NHDES) Groundwater Management Permit No. GWP-199012032-A-003 last revised on July 17, 2018. Nobis will complete the work in general accordance with the July 17, 2018 NHDES request and the attached terms and conditions.

## **PROPOSED SCOPE OF WORK**

### **PFAS WATER SUPPLY SAMPLING**

Per the July 17, 2018 NHDES request (attached), Nobis personnel will coordinate and complete sampling of private water supplies identified by the town of Allenstown as Tax Map 106, Lots 6, 7, 8, 9, 10 and 18.

Nobis will prepare Requests for Access letters to be delivered to the individual property owners. Upon receipt of an authorized access agreement, Nobis will schedule a sampling date/time with the property owner. As discussed, as these are first time sampling events, the Town will provide a second person for safety and liability protection.

Water supplies will be sampled from an access point before existing treatment, if present, and the water will be allowed to run for a minimum 15 minutes to clear the lines and assure a representative sample. The water samples will be collected using NHDES sample collection guidance, using laboratory provided glassware, and delivered to Eastern Analytical of Concord,



New Hampshire for analysis of nine (9) Per- and Polyflouroalkyl substances (PFAS). A trip blank will be collected for quality control purposes.

## **GROUNDWATER MONITORING**

In accordance with the Groundwater Management Permit (GMP) Condition #7 requirements, a groundwater monitoring event will be conducted during the month of November 2018 to collect samples from monitoring wells MW-1, MW-2, MW-3, MW-4, and MW-5, along with a surface water sample (SW-1) and a drinking water sample (DW-1).

Monitoring wells will be sampled via standard bailing techniques and groundwater samples will be collected within laboratory-prepared containers. Collected water samples will be submitted to a New Hampshire certified laboratory (Eastern Analytical) for analysis of chloride, sulfate, nitrate, TKN, iron and manganese. Field measurements of water level, pH, temperature and Specific Conductivity will be completed and recorded by Nobis personnel.

Upon receipt of the November analytical results from the laboratory, Nobis will prepare a brief monitoring submittal and submit data electronically to the NHDES environmental monitoring database (EMD).

Per NHDES request, Nobis personnel will collect samples for analysis of PFAS from monitoring wells MW-1, MW-2 and MW-4 and surface water location SW-1 in November 2018. A trip blank will also be collected for quality control purposes. It is anticipated this sampling will be completed in conjunction with the regular required GMP sampling event and has been priced as such. The PFAS data will be electronically submitted to NHDES via their EMD. We note, per a recent discussion with the NHDES project manager, the request to sample a second surface water location (SW-2) was erroneous, and therefore, has not been included within this budget estimate.

We note, this proposal is to complete 2018 sampling and reporting services as presented within Conditions #7 of the GMP. The proposed services do not include other required actions contained in other conditions of the permit. If the Town requires assistance with other aspects of the permit, Nobis would be glad to meet with the Town to discuss how we could be of service and negotiate an appropriate associated fee.

## **MEETINGS AND DISCUSSIONS**

Nobis has included a budget allowance for discussions with Town representatives and attendance at a meeting with NHDES (if needed). The Annual Financial Audit report for the Town is included in this task. Nobis will notify the Town if requested services exceed the budgeted amount prior to incurring costs. Nobis has assumed approximately two labor hours of a Senior Project Manager for this task.



## RELEASE OF RECORDATION

As part of the Permit update, NHDES provided a *Discharge and Release of Notice of Groundwater Management Permit* ("Discharge Notice") for the portion of Allenstown Aggregate property recently transferred to the town of Allenstown as evidenced in the Merrimack County Registry of Deeds (Registry) at Book 3565, Page 1503. The Discharge Notice is required to be filed with the Registry to formally release the GMP. Nobis personnel can complete this task; however, the Town may prefer to complete this task on their own. If the Town chooses to complete that task, please strike the budget line item below and provide a copy of the stamped Discharge Notice to Nobis, so that it may be uploaded to NHDES.

## **BUDGET ESTIMATE**

The Nobis estimated fee to perform the scope of work outlined above is summarized below.

### **Groundwater Sampling & Reporting**

Task 100 – November Groundwater Sampling .....	\$1,000.00
Analytical (direct contract to Town) .....	\$700.00
Task 100a –Preparation of Data Submittal (plus EMD) .....	<u>\$600.00</u>

**Typical Annual Total: \$2,300.00**

### **Additional Requirements**

Task 200 – Record Notice at Registry (August 2018) .....	\$275.00
Task 300 – Meetings & Discussions (2018) .....	\$350.00
Task 400 – PFAS Sampling & Reporting (August 2018) .....	\$1,950.00
Analytical (direct contract to Town).....	\$1,875.00
Task 500 – PFAS Sampling & Reporting (November 2018) .....	\$400.00
Analytical (Direct contract to Town).....	<u>\$1,375.00</u>

**Sub-total 2018 Additional Fees: \$6,225.00**

**TOTAL 2018 PROJECT FEE: \$8,525.00**

Nobis' estimated budget is based on the assumptions presented herein; the actual cost of our services will be determined on a time and expense basis in accordance with the attached rates. Should conditions be different from those assumed herein, we may need to make modifications to our scope and fee accordingly.



Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on an Addendum Proposal.

### **TERMS AND CONDITIONS**

We will perform these services in accordance with the attached statement of Terms and Conditions. Please note that Article 12.0 of our Terms and Conditions includes a "Limitation of Liability" clause by which you agree to limit our liability for any damages arising out of our professional negligence to \$50,000 or our fees, whichever is greater. You may request an increase to this limitation by making the request in writing and by paying an additional fee.

Thank you for the opportunity to be of service. We look forward to providing you with these environmental services. If you require additional information, please contact us.

Very truly yours,

**Nobis Group®**

Mark R. Henderson, P.G.  
Senior Project Manager

Attachments:  
Terms and Conditions  
Rate Schedule  
NHDES July 17, 2018 Correspondence

**ACCEPTANCE**

This proposed contract for services and its attachments are hereby accepted by the Town of Allentown as evidenced by the signature below, and such a person so executing the same on behalf of the Town of Allentown does hereby warrant full authority to act for, in the name of, and on behalf of the Town of Allentown. This proposed contract is valid for 30 days from the date of issue.

Signature \_\_\_\_\_  
For Town of Allentown

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

*Please indicate your acceptance by signing and returning one copy of this proposal.*

## TERMS AND CONDITIONS

These terms and conditions are incorporated by reference in the attached Proposal for Services, dated **July 30, 2018**, File Number **76400**, directed to **Town of Allenstown** (the "Client"). This proposal contains clauses that limit the liability of Nobis Engineering, Inc. (the "Company") to Client and require the Client to indemnify Company for certain claims for damages. This Proposal should be reviewed carefully, and Client may choose to consult with an attorney. Company and Client agree as follows:

**1.0 Services.** Company shall provide Client with the "Services" set forth in the Proposal for Services ("Proposal") with respect to the property identified in the Proposal ("Site"), under these terms and conditions. Company's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes described in the Proposal and for no other purpose. Client acknowledges that Company's Services require decisions, which are based upon judgment stemming from limited data rather than upon scientific certainties. Client, in accepting Company's Proposal, acknowledges the inherent risks to Client and its property associated with the Services described in the Proposal and with underground work in general. Company reserves the right to refuse to undertake any work on behalf of any project or on behalf of any prospective Client. Client acknowledges that other qualified persons and entities are available to carry out the proposed Services. Client also acknowledges that the proposed Services may reveal certain conditions affecting the site, of which Company will inform Client and of which Company may be obligated to inform governmental agencies.

**2.0 Billings and Payment.** Client will pay Company for Services performed in accordance with the rates and charges in the Proposal. Invoices for Company's Services will be submitted on a periodic basis, or upon completion of Services as Company shall elect. All invoices are payable in full upon receipt. If payment in full is not received by Company within 30 days of the date on the invoice, the account will be deemed delinquent. Invoice balances remaining unpaid will bear interest from invoice date at 1.5 percent per month or at the maximum lawful interest rate if such interest rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within 30 days of the invoice date, Company may, at any time, and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client elect to terminate performance of Services upon ten (10) days prior written notice by Company to Client. Notwithstanding any termination of Services by Company for non-payment of invoices, Client shall pay Company in full for all Services rendered by Company to the effective date of termination of Services plus all delinquent fees, termination costs, and expenses incurred by Company and related to such termination. Client shall be liable to Company for all costs and expenses of collection, including reasonable attorney's fees. Company's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Company from the exercise of such rights or other rights and remedies under this instrument, or at law.

**3.0 Right of Entry.** Client grants to Company the right, exercisable from time to time, of entry to the Site by Company, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts, studies and research, including the performing of test borings, test pits and other explorations as described in the Proposal. Should Client not own the Site, Client warrants and represents by acceptance of this Proposal that it has authority and permission of Site owner and any other Site occupant to grant Company this right of entry. Company may require evidence of such authority in a form reasonably satisfactory to Company.

### **4.0 Subsurface Explorations.**

**4.1 Normal Disturbance.** Client acknowledges that the use of exploratory equipment and processes may affect, alter or damage the terrain, vegetation, buildings, structures, improvements and equipment at, in or upon the Site. Client accepts such risks. Company will not be liable for any affect, alteration or damage arising out of such explorations except that caused by Company's grossly negligent acts. The cost of restoration of the Site because of any damage to the site has not been calculated or included in Company's fees.

**4.2 Subterranean Structures.** Company will exercise a reasonable degree of care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Site. Company will contact

public utilities and review plans, if any, provided to Company by public utilities and public agencies and plans and information about the Site provided by Client. Company shall be entitled to rely on the accuracy and completeness of such plans and information. So long as Company observes such standard of care, Company will not be responsible for any damage, injury or interference with any subterranean structure, pipe, tank, cable or any other element or condition that is not called to Company's attention prior to commencement of work or which is not shown, or accurately located, on any plans furnished to Company by Client or by any other party (public or private).

**5.0 Samples.** Company may dispose of all soil, rock, water and any other samples within thirty (30) days after submission of Company's initial report. Client may request in writing that any such samples be retained beyond such date and Company shall arrange for shipment and storage of such samples at mutually agreed shipment and storage charges. Company will not give Client prior notice of intent to dispose of samples.

**6.0 Documents.** All reports, boring and test pit logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by Company as instruments of Service shall remain the sole property of Company. All reports and other work prepared by Company for Client shall be used solely for the intended purposes and the Site described in the Proposal. Company will retain all pertinent documents for three (3) years following submission of Company's report to Client. Such documents will be available to Client upon request and upon reasonable notice and copies will be furnished by Company to Client for the total cost of reproduction.

**7.0 Client's Duty to Notify Company of Hazards.** Client represents and warrants that it will provide Company with any and all information known to or suspected by Client with respect to 1) The existence or possible existence at, on or under the Site of any hazardous materials, pollutants or asbestos 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; the Resource Conservation and Recovery Act of 1976; or under the provisions of federal, state and local laws of similar import now or hereafter existing, 2) any conditions known to Client to exist in, on, under or in the vicinity of the Site which might represent a potential safety hazard or danger to human health or the environment, or 3) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws relating in any way, directly or indirectly, to the past or present environmental conditions at the Site.

In no event shall Company be deemed a handler, generator, transporter, or owner of any hazardous materials that may be at the Site. Client shall defend, indemnify, and hold Company harmless from and against any and all claims, suits, costs, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to any such claims or allegations of any kind directed at Company by any party or entity that may arise out of or relate to Company's Services.

**8.0 Hazardous Materials, Pollutants, Asbestos.** If unanticipated potentially hazardous materials, pollutants or asbestos are encountered during the course of this work, Company shall have the right 1) to suspend its work immediately and 2) to terminate its Services upon ten (10) days of Company's written notice of intent to terminate, unless Company and Client agree on mutually satisfactory amendment to the Proposal that may include a revision of the scope of services, adjustment of budget estimates, revised Terms and Conditions, and revised fees.

**9.0 Confidentiality.** Company will not disclose information regarding the proposal, Company's Services or reports, except 1) to Client, 2) parties designated by Client, 3) as provided in section 10.0 below, 4) as

required by law, 5) or to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Information which is in the public domain or which is provided to the Company by third parties is excepted from the foregoing undertaking.

**10.0 Public Responsibility.** Client acknowledges that the Client or the Site owner, as the case may be, is now or shall remain in control of the site for all purposes and at all times. Company does not undertake to report to any federal, state, county or local public agencies having jurisdiction over the subject matter any conditions existing at the subject Site from time to time which may present a potential danger to public health, safety or the environment. Client by acceptance of this Proposal, agrees that Client will timely notify each appropriate federal, state, county or local public agency, as required by law, of the existence of any conditions at the Site which may present a potential danger to public health, safety or the environment.

Notwithstanding the provisions of section 9.0 and the foregoing, Company will comply with judicial orders or government directives, and federal, state, county or local laws, regulations and ordinances, and applicable codes regarding the reporting to appropriate public agencies of findings with respect to potential dangers to public health, safety or the environment. Company shall have no liability or responsibility to the Client or to any other persons or entity for reports or disclosures made with such statutory or other lawful requirements. Client shall defend, indemnify and hold Company harmless from and against any and all claims, demands, liabilities and expenses, including reasonable attorneys' fees, incurred by Company and arising directly or indirectly in connection with Company's reporting or disclosing such information under a bona fide belief that such reporting or disclosure is required by law.

**11.0 Indemnification.** To the fullest extent permitted by applicable law, unless caused by Company's sole negligence or willful misconduct, Client agrees to defend, indemnify and hold harmless Company, its subcontractors, consultants, agents, owners, directors, officers and employees harmless from and against any and all claims for damages and all costs, liability or expense, whether direct, indirect, economic or consequential, including reasonable attorneys' fees, and court and arbitration costs sustained or alleged by any person or entity other than Client, based upon or arising in connection with: 1) a release of hazardous materials or pollutants; 2) bodily injury including death and property damage (real or personal) or any other claim of damage, expense or loss, caused by the release, removal, remediation, assessment, evaluation or investigation of hazardous materials or pollutants; 3) removal, assessment, evaluation or investigation of hazardous materials or pollutants; 4) any federal, state, local or other governmental fines or penalties related to hazardous materials or pollutants; or 5) the detection, abatement, removal or replacement of products, materials, or processes containing asbestos.

## **12.0 Limitation of Professional Liability.**

**12.1 General.** Client agrees that Company has neither created nor contributed to the creation of any hazardous materials, pollutants, asbestos, or other potentially dangerous substance that is now or may be in the future discovered or introduced at the Site. The Company does not assume any liability for the known and unknown presence of such materials. To the fullest extent permitted by law and notwithstanding Company's applicable insurance coverage limits, Company's liability to Client whether based upon or arising out of Company's actual or alleged breach of contract, tort, breach of warranty, negligent professional acts or omissions, or any other cause of action, is limited in the aggregate to the Company's fees actually received for Services rendered on the project or \$50,000, whichever is greater.

**12.2 Increased Limit of Professional Liability.** Company may, upon Client's written request, agree to increase the limit of Company's limitation of liability in consideration of payment by Client of additional monetary and other consideration. Any request for increased limit in professional liability must be made to Company in writing within five (5) days of Client's acceptance of this Proposal. Company is not obligated in any way to grant such request. Such additional monetary and other consideration given to the Company for the additional economic risk assumed by the Company shall not be construed as a charge for the placement and provision of additional professional liability insurance by Company.

**13.0 Governing Law, Severability, Modifications, Assignments.** The agreement between Company and Client shall 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 shall not invalidate the remainder of these Terms and Conditions nor the remainder of any portion hereof. These printed Terms and Conditions cannot be modified orally or by any course of conduct. Any modification must be acknowledged in writing by Company. These Terms and Conditions shall take precedence over any inconsistent or contradictory provision contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document issued by Client. Client shall not assign any aspect of the agreement between Client and Company except upon the prior written consent of Company.

**14.0 Standard of Care for Services.** The Company agrees to perform its Services under this agreement in accordance with the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions. The Company makes no other representations and no warranties of any kind, whether express or implied, with respect to the quality or performance of the Services.

**15.0 Construction-Phase Services.** In the event Company is required to provide construction-phase services under this Agreement, it is expressly agreed that Company shall not have control over, charge of, or be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Contractor's rights and responsibilities under generally accepted construction practices and as required under their construction contract with the Owner and/or the Client. Company shall, however, be responsible solely for the activities of its own employees while on the jobsite, but this shall not be construed to make Company in any way responsible for the site-specific safety programs of others, or to relieve the Construction Contractor from its responsibilities for maintaining a safe jobsite.

When Company is NOT required to provide construction-phase services under this Agreement, it is expressly agreed that since Company's Services do not include project observation or review of the Construction Contractor's performance, or any other construction-phase services, and since such services will be provided by Client or Owner, then Client or Owner assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against the Company, its agents and employees, that may be in any way connected thereto. In addition, the Client or Owner shall defend, indemnify, and hold harmless the Company, its agents and employees, from and against any claims, losses or damages arising from the lack of construction-phase services.

**16.0 Waiver of Subrogation.** The Client hereby waives all rights of subrogation against the Company with respect to any damages the Client may incur to the extent such damages are covered by any insurance maintained by the Client. The Client shall endeavor to require corresponding waivers of subrogation rights in Company's favor from any contractors or consultants Client may retain to perform work or services relating to the Services.

**17.0 Additional Insured.** Client shall name or require its insurance carriers to name Company as an additional insured on any Commercial General Liability insurance policy maintained by Client and shall require the same of any other contractors or consultants retained by Client that may be performing work or services relative to the Services.

END OF TERMS AND CONDITIONS



## SCHEDULE OF FEES

<b>CATEGORY</b>	<b>HOURLY RATE</b>
Principal	\$200.00
Senior Project Manager IV/LSP	\$185.00
Senior Project Manager III	\$175.00
Senior Project Manager II	\$160.00
Senior Project Manager I	\$150.00
Senior Landscape Architect	\$130.00
Landscape Architect	\$100.00
Project Manager III/LSP	\$145.00
Project Manager II	\$135.00
Project Manager I	\$125.00
Senior Project Engineer/Geologist/Scientist III	\$145.00
Senior Project Engineer/Geologist/Scientist II	\$130.00
Senior Project Engineer/Geologist/Scientist I	\$120.00
Project Engineer III	\$120.00
Project Engineer II	\$110.00
Project Engineer I	\$ 95.00
Project Geologist/Scientist III	\$115.00
Project Geologist/Scientist II	\$105.00
Project Geologist/Scientist I	\$ 92.00
Staff Engineer/Geologist/Scientist III	\$ 90.00
Staff Engineer/Geologist/Scientist II	\$ 85.00
Staff Engineer/Geologist/Scientist I	\$ 75.00
Technician III	\$ 90.00
Technician II	\$ 75.00
Technician I	\$ 65.00
Senior Project Coordinator	\$115.00
Project Coordinator	\$100.00
Word Processor/Clerical II	\$ 65.00
Word Processor/Clerical I	\$ 60.00

### **REIMBURSABLE EXPENSES**

Report Materials	at cost
Travel, Field and Miscellaneous Services	Cost Plus 15%
Subcontracted Services	Cost Plus 15%
Technology Fee	3% of Total Labor Cost

- NOTE:**
- 1) Fees charged to the project will be in accordance with these rates for all work performed.
  - 2) Fee Schedule effective through March 31, 2019.





## **REIMBURSABLE EXPENSES**

### **FIELD EQUIPMENT**

Photoionization Detector (PID)	\$ 80.00/	day
4-Gas Meter	\$108.10/	day
Water Level Meter	\$ 17.25/	day
Interface Probe	\$ 28.75/	day
pH, Conductivity and Temperature Meter	\$ 23.00/	day
Dissolved Oxygen Meter	\$ 30.00/	day
Oxidation Reduction Potential (ORP) Meter	\$ 30.00/	day
Metal Detector	\$ 17.25/	day
Air Sampling Pump	\$100.00/	day
Data Logger Pressure Transducer	\$115.00/	day
Disposable Bailers	\$ 13.80/	each
Field Supplies	\$ 28.75/	day
Groundwater Sampling Filter	\$ 23.00/	each
Groundwater Sampling Pump	\$ 46.00/	day
Low-flow sampling systems	\$201.25/	day
Hand Auger	\$ 17.25/	day
Survey Equipment	\$ 43.89/half	day
Multi Channel Data Logger	\$287.50/	day
Hand-held GPS Unit	\$ 30.00/	day
Trimble GPS Unit	\$200.00/	day
Turbidity Meter	\$ 15.00/	day
Water Quality Meter	\$ 80.00/	day

Expenses, Field Supplies, Travel and Subcontracted Services	Cost Plus 15%
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The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Robert R. Scott, Commissioner**

EMAIL & REGULAR MAIL

July 17, 2018

Michael Stark, Town Administrator  
Town of Allenstown  
16 School Street  
Allenstown, NH 03275

**Subject: Allenstown – Town of Allenstown Landfill, 161 Granite Street  
DES Site #199012032, Project #2574**

**Periodic Summary Report 2016-2017 and November 2017 PFAS Sampling  
Results, prepared by Nobis Engineering, Inc., (Nobis), dated January 25, 2018**

Dear Mr. Stark:

Please find enclosed revised Groundwater Management Permit Number **GWP-199012032-A-003**, approved by the New Hampshire Department of Environmental Services (NHDES). This Permit, as originally issued on June 15, 2016, is for a period of 5 years to monitor groundwater quality at the subject site. As recommended by Nobis in the subject submittal, the Permit has been revised to reflect a boundary line adjustment in which a portion of Map 106, Lot 18, which had been included with the site Groundwater Management Zone (GMZ), was acquired by the Town of Allenstown and incorporated into the GMZ as part of Map 106 Lot 19. The original recordation of the Notice of Groundwater Management Permit included the entire Map 106, Lot 18 property. NHDES is providing an original signed copy of the "Discharge and Release of Notice of Groundwater Management Permit" for Map 106, Lot 18 to be recorded at the county registry of deeds.

All monitoring summaries and all required sampling results shall be submitted to the Groundwater Management Permits Coordinator at the address below. All correspondence must contain a cover letter that clearly shows the NHDES identification number for the site (DES Site #199012032, Project #2574).

Please note the site water quality monitoring program requires a Summary Report **be submitted in January 2020**, following the preceding November monitoring round. Please note that regular Permit monitoring data collected in November 2018 and 2019 still need to be submitted within 45 days of the sampling event in accordance with standard Permit conditions. Submittal of sampling data in these years (when a summary report is not required) should include a tabulated summary of analytical results, groundwater elevation data, an up to date site plan, and lab data sheets.

As part of the November 2017 Permit monitoring round, two monitoring wells and one water supply well were sampled to comply with our [May 18, 2017 letter](#) to the town requesting an initial screening effort for per- and polyfluoroalkyl substances (PFAS) in groundwater at the landfill. As discussed within the letter, NHDES has adopted an AGQS for the individual PFAS perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA), of 70 parts per trillion (ppt) (0.070 µg/L), individually or as a sum total concentration of these two PFAS. Based on the results of the November 2017 sampling event at the landfill, PFOA was detected at

[www.des.nh.gov](http://www.des.nh.gov)

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

concentrations exceeding AGQS at MW-4. Our review comments specific to the recent PFAS detections are provided below.

Based on our review of the above document, we developed the comments that follow below. Comments requiring a response from the Town and/or Nobis are summarized in ***bold italicized font***.

1. As reported by Nobis in the Summary Report, the groundwater samples collected from monitoring wells MW-4, MW-5, and water supply DW-1 were analyzed for nine PFAS during initial screening efforts in the November 2017 sampling round. The PFOS concentration detected in the MW-4 sample (196 ppt) exceeded AGQS. Results from monitoring well MW-5, also sampled during the November 2017 sampling round, detected PFOS below AGQS at a concentration of 7.47 ppt. PFOA was also detected at MW-4 and MW-5; at concentrations of 14.1 ppt and 9.82 ppt, respectively. PFOA and PFOS were not detected at water supply DW-1 above laboratory reporting limits. In a phone conversation on February 16, 2018 the Town indicated to NHDES that private water supplies in the vicinity of the landfill were going to be sampled for PFAS. In a follow-up March 2, 2018 email from NHDES, we requested confirmation that sampling of private water supplies had been undertaken. As of the date of this letter, the Town of Allenstown has not responded to the request; however, Nobis indicated that they had not been tasked with the sampling effort.

Based on the PFAS screening results for the landfill site, NHDES requires that water supply wells at Lots 6, 7, 8, 9, 10, and 18 (Map 106), identified within Nobis' report as part of the town's receptor survey, be sampled for PFAS analysis for the list of nine individual PFAS as discussed within NHDES' [Frequently Asked Questions \(FAQs\) for Sampling and Analysis of PFAS at WMD Sites](#). ***Please proceed with the water supply sampling of Lots 6, 7, 8, 9, 10, and 18 (Map 106) for PFAS as outlined, if not already in process. Results shall be submitted to the NHDES no later than 60 days of the date of this letter. The Data Transmittal should include an evaluation of the PFAS results and recommendations for future monitoring or other actions.***

2. Please note that PFAS testing has not been added to the Permit monitoring schedule at this time. NHDES anticipates that PFAS will be added to the Permit in the future; however, a confirmatory sampling round is required during the November 2018 sampling event to confirm the prior PFAS results. At a minimum, NHDES requests that the confirmatory sampling round include analysis for at least the list of nine individual PFAS as discussed within NHDES' [Frequently Asked Questions \(FAQs\) for Sampling and Analysis of PFAS at WMD Sites](#). ***Please complete PFAS sampling at site monitoring locations MW-1, MW-2, and MW-4, and surface water locations SW-1 and SW-2 during the November 2018 Permit monitoring event. The PFAS monitoring results should be submitted with the November 2018 Data Transmittal and include an evaluation of the PFAS site data and recommendations for future monitoring.***
3. Please note that, along with the routine submittal of documents through the NHDES OneStop, NHDES is also requesting that all PFAS analytical results be uploaded to the NHDES Environmental Monitoring Database (EMD). Storage of PFAS analytical data in the EMD allows NHDES to use geographic information systems (GIS) in a state-wide assessment of the data. Guidance for the EMD upload process can be found at (<https://www.des.nh.gov/organization/commissioner/documents/pfas-emd-guidance.pdf>).

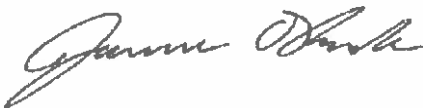
Michael Stark  
DES #199012032  
July 17, 2018  
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***Please continue to upload analytical results from future PFAS sampling events to NHDES' EMD.***

4. Please note NHDES Waste Management Division document submittal guidelines have been updated. Of note, all documents submitted electronically must include a "[Report Cover Sheet](#)," which provides site name, site number, project number, and municipality as listed in the OneStop database. Also please note that submittals of monitoring data should also include a "[Groundwater Monitoring Report Cover Sheet](#)," which includes a brief summary checklist regarding the data being submitted. Complete details can be found on NHDES' [Electronic and Paper Copy Submittal Guidelines](#) memo dated November 2017. ***Please submit future submittals consistent with the above guidelines.***

Should you have any questions, please contact me at NHDES' Waste Management Division.

Sincerely,



James W. O'Rourke, P.G.  
Waste Management Division  
Tel: (603) 271-2909  
Fax: (603) 271-2181  
Email: [James.O'Rourke@des.nh.gov](mailto:James.O'Rourke@des.nh.gov)

Waste  
Management  
Division

Digitally signed by Waste  
Management Division  
DN: cn=Waste Management Division,  
o=NHDES, ou=Waste Management  
Division,  
email=[isa.newton@des.nh.gov](mailto:isa.newton@des.nh.gov), c=US  
Date: 2018.07.18 10:07:16 -04'00'

Encl: Release of Notice

ec: Paul Rydel, P.G., HWRB/NHDES  
Linda Birmingham, CPM, SWMB/NHDES  
Thomas S. Bobowski, P.E., Nobis Engineering, Inc.  
Attention Health Officer, Town of Allenstown



The  
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES  
hereby issues  
GROUNDWATER MANAGEMENT PERMIT NO. GWP-199012032-A-003  
as revised  
to the permittee  
TOWN OF ALLENSTOWN  
to monitor the groundwater quality at the  
ALLENSTOWN LANDFILL  
(161 Granite Street)  
in ALLENSTOWN, N.H.  
via the groundwater monitoring system comprised of  
5 monitoring wells, 1 surface water sampling location and 1 water supply well  
as depicted on the Site Plan entitled  
"Figure 2 – Site Sketch with Groundwater Data"  
dated January 2018, prepared by Nobis Engineering, Inc.

TO: BOARD OF SELECTMEN  
TOWN OF ALLENSTOWN  
16 SCHOOL STREET  
ALLENSTOWN, NH 03275

Date of Issuance: June 15, 2016  
Date of Revision: July 17, 2018  
Date of Expiration: June 14, 2021

Pursuant to authority in N.H. RSA 485-C:6-a, the New Hampshire Department of Environmental Services (NHDES), hereby grants this Permit to monitor past discharges to the groundwater at the above-described location for five years, subject to the following conditions:

(continued)

**STANDARD MANAGEMENT PERMIT CONDITIONS**

1. The permittee shall not violate Ambient Groundwater Quality Standards adopted by NHDES (N.H. Admin. Rules Env-Or 600) in groundwater outside the boundaries of the Groundwater Management Zone, as shown on the referenced site plan.
2. The permittee shall not cause groundwater degradation that results in a violation of surface water quality standards (N.H. Admin. Rules Env-Wq 1700) in any surface water body.
3. The permittee shall allow any authorized staff of NHDES, or its agent, to enter the property covered by this Permit for the purpose of collecting information, examining records, collecting samples, or undertaking other action associated with this Permit.
4. The permittee shall apply for renewal of this Permit prior to its expiration date but no more than 90 days prior to expiration.
5. This Permit is transferable only upon written request to, and approval of, NHDES. Compliance with the existing Permit shall be established prior to Permit transfer. Transfer requests shall include the name and address of the person to whom the Permit transfer is requested, the signatures of the current and future permittees, and a summary of all monitoring results to date.
6. NHDES reserves the right, under N.H. Admin. Rules Env-Or 600, to require additional hydrogeologic studies and/or remedial measures if NHDES receives information indicating the need for such work.
7. The permittee shall maintain a water quality monitoring program and submit monitoring results to NHDES no later than 45 days after sampling. Samples shall be taken from the monitoring wells and surface water sampling point as shown and labeled on the referenced site plan, and other sampling points listed in the following table in accordance with the schedule outlined herein:

<b>Monitoring Locations</b>	<b>Sampling Frequency</b>	<b>Parameters</b>
MW-1, MW-2, MW-3, MW-4, MW-5, SW-1	November each year	Specific Conductance @ 25° C, pH, Temperature, Chloride, Sulfate, Nitrate, TKN, Iron, Manganese, and static water Level elevation (in monitor wells)
Site Supply Well: DW-1	November each year	Specific Conductance @ 25° C. pH, Temperature, Chloride, Sulfate, Nitrate, TKN, Iron, and Manganese
DW-1	November 2020	NHDES Waste Management Division Full List of Analytes for Volatile Organics, and Drinking Water Metals.

Sampling shall be performed in accordance with the documents listed in Env-Or 610.02 (e). Samples shall be analyzed by a laboratory certified by the U.S. Environmental Protection Agency, or NHDES pursuant to Env-C 300.

All overburden groundwater samples collected for metals analysis (iron, manganese, and Drinking Water Metals) shall be analyzed for dissolved metals; and thus must be field filtered (with a 0.45-micron filter) and acidified after filtration in the field. Surface water samples, and groundwater samples collected from bedrock or water supply wells, shall be analyzed for total metals, and shall not be filtered. As referred to herein, the term "Drinking Water Metals" refers to: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.

A summary of water quality shall be submitted to the NHDES Waste Management Division in January 2020, using a format acceptable to NHDES. The Summary Report shall include the information listed in Env-Or 607.04 (a), as applicable.

The Summary Report shall be prepared and stamped by a professional engineer or professional geologist licensed in the State of New Hampshire.

8. Issuance of this Permit is based on the Groundwater Management Permit Application dated January 28, 2016, and the historical documents found in NHDES file DES #199012032. NHDES may require additional hydrogeologic studies and/or remedial measures if invalid or inaccurate data are submitted.
9. Within 30 days of discovery of a violation of an ambient groundwater quality standard at or beyond the Groundwater Management Zone boundary, the permittee shall notify NHDES in writing. Within 60 days of discovery, the permittee shall submit recommendations to correct the violation. NHDES shall approve the recommendations if NHDES determines that they will correct the violation.
10. All monitoring wells at the site shall be properly maintained and secured from unauthorized access or surface water infiltration.

#### ADDITIONAL CONDITION FOR LANDFILLS

11. The permittee shall maintain an adequate cover over the waste mass to prevent direct contact with potential receptors at the surface and to control movement of the waste material by wind or water.

#### SPECIAL CONDITIONS FOR THIS PERMIT

12. Recorded property within the Groundwater Management Zone includes the lot as listed and described in the following table:

<b>Tax Map / Lot No.</b>	<b>Property Address</b>	<b>Owner Name and Address</b>	<b>Deed Reference (Book / Page)</b>
Map 106/ Lot 19	Allenstown Landfill 161 Granite Street Allenstown, NH 03275	Town of Allenstown 16 School Street Allenstown, NH 03275	1812 / 560 & 1179 / 384-388 & 3565 / 1503



13. The permittee shall update the ownership information required by Env-Or 607.03(a)(20) for all properties within the Groundwater Management Zone prior to renewal of the Permit, or upon a recommendation for site closure.



Karlee A. Kenison, P.G., Administrator  
Hazardous Waste Remediation Bureau  
Waste Management Division

Any person aggrieved by any terms or conditions of this Permit may appeal to the N.H. Waste Management Council ("Council") by filing an appeal that meets the requirements specified in RSA 21-O:14 and the rules adopted by the Council, Env-WMC 200. The appeal must be filed **directly with the Council within 30 days** of the date of this decision and must set forth fully **every ground** upon which it is claimed that the decision complained of is unlawful or unreasonable. Only those grounds set forth in the notice of appeal can be considered by the Council.

Information about the Council, including a link to the Council's rules, is available at <http://nhec.nh.gov/> (or more directly at <http://nhec.nh.gov/waste/index.htm>). Copies of the rules also are available from NHDES' Public Information Center at (603) 271-2975.

GWP-199012032-A-003





The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**




**Robert R. Scott, Commissioner**

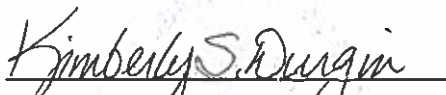
**DISCHARGE AND RELEASE OF  
NOTICE OF GROUNDWATER MANAGEMENT PERMIT**

**TO BE RECORDED IN FAVOR OF  
ALLENSTOWN AGGREGATE  
at BOOK 2698 / PAGE 0280**

As the portion of this property, as originally included within the Groundwater Management Zone, has been transferred to the Town of Allenstown in Merrimack County Registry of Deeds at Book 3565, Page 1503, the State of New Hampshire Department of Environmental Services, issuer of a groundwater management permit GWP-199012032-A-001 to the Town of Allenstown for the property located in the Town of Allenstown and recorded by Notice of Groundwater Management Permit, on July 19, 2007, against the real property of Allenstown Aggregate, in Merrimack County Registry of Deeds at Book 3004, Page 0761, hereby discharges and releases the said Notice of Groundwater Management Permit.

Subscribed, sworn to and acknowledged before me by Karlee A. Kenison, the issuer, this 17th day of July, 2018.

  
Karlee A. Kenison, P.G., Administrator  
Hazardous Waste Remediation Bureau  
Waste Management Division



Printed Name Kimberly S. Durgin  
Notary Public  
My commission expires



[www.des.nh.gov](http://www.des.nh.gov)

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964