

TOWN HALL One Avenue A

CONSERVATION COMMISSION (413) 863-3200 ext. 112 Turners Falls, MA 01376 Planner@montague-ma.gov

### **CONSERVATION COMMISSION MEETING AGENDA**

### Thursday, March 13, 2025 6:30 PM Town Hall Annex, 1 Avenue A, Turners Falls and via Zoom

To join meeting via Zoom: https://us02web.zoom.us/j/85790607802?pwd=cdOUWqusDRa53c4OiPIxvTbIVCzEvW.1 Dial: (309) 205-3325 Meeting ID: 857 9060 7802 Passcode: 149234

This meeting is being held in-person at the location provided on this notice. Members of the public are welcome to attend this meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in any specific item on this agenda should make plans for in-person vs. virtual attendance accordingly.

### 1. ROLL CALL:

### 2. MINUTES:

a. Approval of Meeting Minutes from February 6, 2025

### **3. PUBLIC MEETING:**

a. NOI #2025-01/DEP #229-0266 – Town of Montague Department of Public Works (DPW) – Request an approval of a Notice of Intent for repairs to Bridge M-28-036 on Swamp Road over Goddard Brook including repairs and/or replacement to the bridge, beam seats, beam ends, bridge rails and deck within the 200-foot Riverfront Area.

### 4. NEW BUSINESS:

a. Eversource WT-11 TRRP Project – Request for Mitigation Suggestions

### 5. OLD BUSINESS:

- a. Falls Farm Violations-Old Sunderland Road (Parcels #50-0-18), property owner: James Arcoleo; Old Sunderland Road (Parcel #50-0-05, property owner: Falls Farm LLC; and Meadow Road (Parcel #50-0-04), Montague, Property owner: Falls Farm LLC
  - i. Updates and public comments, if any.

### 6. OTHER BUSINESS NOT ANTICIPATD WITHIN 48 HOURS:

### 7. ADJOURN:



TOWN OF MONTAGUE MASSACHUSETTS

TOWN HALL One Avenue A Turners Falls, MA 01376 CONSERVATION COMMISSION (413) 863-3200 ext. 112 Planner@montague-ma.gov

### CONSERVATION COMMISSION DRAFT MEETING MINUTES

### Thursday, February 13, 2025 6:30 PM Annex Meeting Room, Town Hall, 1 Avenue A, Turners Falls <u>and</u> via Zoom Meeting was recorded

### 6:31PM: ROLL CALL

PRESENT: Mark Fairbrother (Chair), Anthony Reiber, Donna Francis, Sean Werle, Margaux Reckard, Justin Fermann, Al Averill, Toby Carter ABSENT: Donna Francis STAFF: Maureen Pollock (Staff Liaison, Planner/Conservation Agent) ALSO PRESENT: William Tunnell, Ward Smith, Will Van Heugland

MOTION to A. Reiber accept the meeting minutes of October 17, 2024. Seconded by J. Fermann. VOTE: Mark Fairbrother, Toby Carter, Anthony Reiber, Sean Werle, Margaux Reckard, Justin Fermann, Al Averill. MOTION PASSES (7-0) 6:34pm

There was no meeting in November 2024.

MOTION by J. Fermann to accept the Meeting Minutes from December 12, 2024. Seconded by M. Reckard VOTE: Mark Fairbrother, Toby Carter, Anthony Reiber, Sean Werle, Margaux Reckard, Justin Fermann, Al Averill. MOTION PASSES (7-0) 6:38pm

### **PUBLIC MEETING:**

**RDA** #2025-01 - Request for Determination of Applicability, filed by William Tunnel to determine whether the construction of an Accessory Dwelling and associated site work within 100-foot buffer zone at 91 Taylor Hill Road (Parcel #48-0-0090) is subject to the Wetlands Protection Act.

The Conservation Agent shows a map of the parcel. Ward Smith reviews the location of the wetlands on the plan noting that the proposed ADU area borders a small intermittent stream and a wooded swamp of sensitive fern and dogwood. The proposed ADU is within the 100-foot buffer zone. A branch driveway will run parallel with the wetland boundary. The septic is located outside the buffer zone, to the southeast.

William Tunnell is the designer. The owner, Will Van Haugland, is in attendance.

The plan shows the existing house and how the proposed driveway enters from Taylor Hill Road. Access for the ADU is an 11-foot-wide gravel driveway. They are trying to route the driveway in a way to impact the fewest number of mature trees. The parking area is 28 feet off of the wetland boundary. Ward Smith discusses the double erosion control barrier, composed of a filtration fence and along the edge of the work area. A separate septic plan was also created for this project. Installing the septic will require that a temporary access road is constructed. The access road will be removed and the land restored after the installation of the septic.

The material for the temporary access road will be determined after the topsoil is removed; as little gravel as needed will be used and eventually removed.

The Conservation Agent, Ward Smith, and Commissioners Reckard and Averill attended the site visit. The wetland had been flagged as well as the proposed trees to be removed for the driveway and ADU. Approximately 16 trees will need to be removed, which includes trees inside the footprint of the ADU and along the path of the new driveway. Small white pine seedlings will be replanted as a screen.

Ward Smith shows a second plan which provides details of the erosion control which shows a silt fence that extends to the septic area, even though it's outside of the buffer zone, as a precaution.

Al Averill asks about the material of the driveway. William Tunnell answers "gravel".

Tree removal will begin before the ground thaws. Grading won't happen until mid-March.

J. Fermann asks about changes to the infiltration system. How will that be managed? Ward Smith answers that single family homes are exempt from this policy but there could be a small increase in runoff which shouldn't significantly impact the wetlands. Fermann suggests that the house has a gutter. Tunnell responds that the house won't have gutters except over the door, instead they will install an apron of gravel and French drain which directs runoff toward the septic, not the wetlands.

S. Werle asks about the stone patio. Tunnell responds that the patio is preexisting, and the plan is to work around it.

M. Fairbrother suggests that the Conservation Commission create a set of standard conditions. M. Reckard likes the condition of refreshing the flagging of the wetland boundary and erosion controls. T. Carter asks for a description of the bank of the stream. Ward Smith responds that it's stable and channelized, probably by a farmer at some point. It is eroded further (south) down the bank. M. Reckard adds that there is a foot of snow on the ground so this was not observable during the site visit but trusts Ward Smith's description.

MOTION by S. Werle to issue a negative 3 determination with conditions and photos for **RDA** #2025-01 - Request for Determination of Applicability, filed by William Tunnel for construction of an Accessory Dwelling and associated site work within 100-foot buffer zone at 91 Taylor Hill Road (Parcel #48-0-0090). Seconded by M. Reckard. VOTE: Mark Fairbrother, Toby Carter, Anthony Reiber, Sean Werle, Margaux Reckard, Justin Fermann, Al Averill. MOTION PASSES (7-0) 7:05pm

\*Discussed: There cannot be any work during the 10-business-day appeal period, including tree cutting. The applicant will provide a photo record if necessary. The Conservation Agent requests photos of the erosion controls before work commences.

### **NEW BUSINESS:**

### Local Hazard Mitigation Planning and Community Wildfire Planning

The Town's plan is expiring at the end of February. The Conservation Agent will submit a grant application for technical assistance to update the Local Hazard Mitigation Plan. Priority projects listed in the updated plan will be eligible for grants.

Al Averill asks about the kind of hazards that come under the purview of the Conservation Commission. Wetlands protection? The Agent responds that flooding would be a key issue. In particular, erosion on steep banks is a hazard to public health, safety and adjacent wetlands. Stormwater system updates, bridges and culverts all have potential hazards. J. Fermann adds that there are also possible hazards related to the Clean Water Facility.

The Conservation Agent notes that the Community Wildfire Plan (2015) also needs to be updated. The goal of the plan is to educate the public and local agencies about practices related to fire prevention and mitigation. This is a separate plan, not related to the Local Hazard Mitigation Plan. The Agent asks for support from the Conservation Commission to work on these plans. It could help secure a grant.

MOTION by J. Fermann to support the application processes to fund an updated Community Wildfire Plan and a Local Hazard Mitigation Plan. Seconded by M. Reckard. VOTE: Mark Fairbrother, Toby Carter, Anthony Reiber, Sean Werle, Margaux Reckard, Justin Fermann, Al Averill. MOTION PASSES (7-0) 7:11pm

MOTION by A. Reiber to Adjourn. Seconded by S. Werle . VOTE: Mark Fairbrother, Toby Carter, Anthony Reiber, Sean Werle, Margaux Reckard, Justin Fermann, Al Averill. MOTION PASSES (7-0) 7:12pm



## Swamp Road over Goddard Brook Bridge Repair Project

Prepared For: Town of Montague Montague, MA

Prepared By: FUSS & O'NEILL

February 5, 2025



1550 Main Street, Suite 400 Springfield, MA 01103 413.452.0445 www.fando.com

February 5, 2025

Montague Conservation Commission One Avenue A Turners Falls, MA 01376

Re: Notice of Intent Swamp Road over Goddard Brook Bridge Repair Project Montague, Massachusetts

Dear Members of the Conservation Commission:

On behalf of the Town of Montague, Fuss & O'Neill is submitting this Notice of Intent (NOI) under the Massachusetts Wetlands Protection Act (MAWPA: M.G.L. c 131 § 40), the Massachusetts Wetland Protection Regulations § 310 CMR 10.00, and associated regulations for the Swamp Road over Goddard Brook Bridge Repair Project (Bridge M-28-036) Project located near 72 Swamp Road in Montague. The project includes repairs to Bridge M-28-036 on Swamp Road over Goddard Brook. The proposed work includes repairs to the bridge, including replacing the beam seats, beam ends, and bridge rails. The bridge deck will be removed to complete repairs and will be replaced and repaved following construction. The proposed project will occur within the 200-foot Riverfront Area, which is protected under MAWPA.

The enclosed NOI application package includes the WPA Form 3 along with the supporting project narrative, figures, Site Plans, and abutter notification. This project is being submitted to MassDEP through the online eDEP portal.

If you have any questions, please feel free to contact me at (781) 287-9919 or at bree.sullivan@fando.com. Thank you for your consideration of this NOI and we look forward to meeting with the Commission.

Sincerely,

Sullwan

Bree Sullivan, P.E. Chief Civil Engineer

Copy: MassDEP Division of Wetlands and Waterways Western Region (WERO) Samuel Urkiel, Department of Public Works, Town of Montague

## FUSS&O'NEILL

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## FUSS&O'NEILL

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# End of Report

End of Report

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- D Abutter Notification

WPA Form 3 – Notice of Intent



# Massachusetts Department of Environmental Protection Bureau of Resource Protection - Wetlands

### WPA Form 3 – Notice of Intent Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

Document Transaction Number Montague City/Town



When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note: Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

Project Location (Note: electronic fil	ers will click on button to locate proje	ect site):			
Swamp Road (Bridge M-28-036)	Montague	01351			
a. Street Address	b. City/Town	c. Zip Code			
Latitude and Longitude:	42.54310	-72.52197			
	d. Latitude	e. Longitude			
44	Swamp Road ROW				
f. Assessors Map/Plat Number	g. Parcel /Lot Number				
Applicant:					
Sam	Urkiel				
a. First Name	b. Last Name				
Town of Montague - Department of I	Public Works				
c. Organization					
128 Turners Falls Road					
d. Street Address					
Montague	MA	01351			
e. City/Town	f. State	g. Zip Code			
(413) 863-2054	SamuelU@montague-m	a.gov			
h. Phone Number i. Fax Number	j. Email Address				
	trom applicant):	ore than one owner			
a. First Name	b. Last Name	ore than one owner			
a. First Name c. Organization	b. Last Name	ore than one owner			
a. First Name c. Organization d. Street Address	b. Last Name	ore than one owner			
a. First Name c. Organization d. Street Address e. City/Town	from applicant): Check if mo	g. Zip Code			
a. First Name c. Organization d. Street Address e. City/Town h. Phone Number i. Fax Number	from applicant): Check if mo	g. Zip Code			
a. First Name     c. Organization     d. Street Address     e. City/Town     h. Phone Number     Representative (if any):	from applicant): Check if mo	g. Zip Code			
a. First Name c. Organization d. Street Address e. City/Town h. Phone Number Representative (if any): Bree	from applicant): Check if mo	g. Zip Code			
a. First Name c. Organization d. Street Address e. City/Town h. Phone Number Representative (if any): Bree a. First Name	from applicant): Check if mo	g. Zip Code			
a. First Name c. Organization d. Street Address e. City/Town h. Phone Number i. Fax Number Representative (if any): Bree a. First Name Fuss & O'Neill	from applicant): Check if mo	g. Zip Code			
a. First Name  c. Organization  d. Street Address  e. City/Town  h. Phone Number  Representative (if any):  Bree  a. First Name  Fuss & O'Neill  c. Company	from applicant): Check if mo	g. Zip Code			
a. First Name c. Organization d. Street Address e. City/Town h. Phone Number i. Fax Number Representative (if any): Bree a. First Name Fuss & O'Neill c. Company 600 Unicorn Park Dr Ste 17	from applicant): Check if mo	g. Zip Code			
a. First Name         a. First Name         c. Organization         d. Street Address         e. City/Town         h. Phone Number         i. Fax Number         Representative (if any):         Bree         a. First Name         Fuss & O'Neill         c. Company         600 Unicorn Park Dr Ste 17         d. Street Address	from applicant): Check if mo	g. Zip Code			
a. First Name c. Organization d. Street Address e. City/Town h. Phone Number i. Fax Number Representative (if any): Bree a. First Name Fuss & O'Neill c. Company 600 Unicorn Park Dr Ste 17 d. Street Address Woburn	from applicant): Check if mo	ore than one owner			
a. First Name         a. First Name         c. Organization         d. Street Address         e. City/Town         h. Phone Number         i. Fax Number         Representative (if any):         Bree         a. First Name         Fuss & O'Neill         c. Company         600 Unicorn Park Dr Ste 17         d. Street Address         Woburn         e. City/Town	from applicant): Check if mo	g. Zip Code			
a. First Name         a. First Name         c. Organization         d. Street Address         e. City/Town         h. Phone Number         i. Fax Number         Representative (if any):         Bree         a. First Name         Fuss & O'Neill         c. Company         600 Unicorn Park Dr Ste 17         d. Street Address         Woburn         e. City/Town         (781) 287-9919	from applicant): Check if mo b. Last Name f. State j. Email address Sullivan b. Last Name MA f. State bree sullivan@fando.cor	g. Zip Code			
a. First Name         a. First Name         c. Organization         d. Street Address         e. City/Town         h. Phone Number         i. Fax Number         Representative (if any):         Bree         a. First Name         Fuss & O'Neill         c. Company         600 Unicorn Park Dr Ste 17         d. Street Address         Woburn         e. City/Town         (781) 287-9919	from applicant): Check if mo b. Last Name f. State j. Email address Sullivan b. Last Name MA f. State bree.sullivan@fando.cor	g. Zip Code			
a. First Name         a. First Name         c. Organization         d. Street Address         e. City/Town         h. Phone Number         i. Fax Number         Representative (if any):         Bree         a. First Name         Fuss & O'Neill         c. Company         600 Unicorn Park Dr Ste 17         d. Street Address         Woburn         e. City/Town         (781) 287-9919         h. Phone Number	from applicant): Check if mo b. Last Name f. State j. Email address Sullivan b. Last Name MA f. State MA f. State bree.sullivan@fando.cor j. Email address	g. Zip Code			

#### 5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

Exempt – Municipal Project	Exempt	Exempt
a. Total Fee Paid	b. State Fee Paid	c. City/Town Fee Paid

Δ



### Massachusetts Department of Environmental Protection Provide

Bureau of Resource Protection - Wetlands

### WPA Form 3 – Notice of Intent

Provided by MassDEP:

MassDEP File Number

Document Transaction Number Montague City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### A. General Information (continued)

6. General Project Description:

The project includes repairs to Bridge M-28-036 on Swamp Road over Goddard Brook. The proposed work includes repairs to the bridge, including replacing the beam seats, beam ends, and bridge rails. The bridge deck will be removed to complete repairs and will be replaced and repaved following construction.

1. 🗌 Single Family Home	2. 🗌 Residential Subdivision
3. 🗌 Commercial/Industrial	4. Dock/Pier
5. 🗍 Utilities	6. Coastal engineering Structure

7. Agriculture (e.g., cranberries, forestry)

- 9. 🗌 Other
- 7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

	If yes, describe which limited project applies to this project. (See 310 CMR
	10.24 and 10.53 for a complete list and description of limited project types)
10.53(3)(i) The mainten	ance, repair, and improvement of structures, including bridges.
2. Limited Project Type	

8. X Transportation

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

Franklin	
a. County	b. Certificate # (if registered land)
c. Book	d. Page Number

### B. Buffer Zone & Resource Area Impacts (temporary & permanent)

- 1. D Buffer Zone Only Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
- 2. Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



### Massachusetts Department of Environmental Protection Bureau of Resource Protection - Wetlands Provided by MassDEP:

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### B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

	<u>Resou</u>	<u>ce Area</u>	Size of Proposed Alteration	Proposed Replacement (if any)			
For all projects	a. 🗌	Bank Bordering Vegetated	1. linear feet	2. linear feet			
Resource Areas,	ы	Wetland	1. square feet	2. square feet			
narrative explaining how the resource	c. 🗌	Land Under Waterbodies and	1. square feet	2. square feet			
area was delineated.		Waterways	3. cubic yards dredged				
	<u>Resou</u>	<u>ce Area</u>	Size of Proposed Alteration	Proposed Replacement (if any)			
	d. 🗌	Bordering Land Subject to Flooding	1. square feet	2. square feet			
	_		3. cubic feet of flood storage lost	4. cubic feet replaced			
	e. 🔛	Isolated Land Subject to Flooding	1. square feet				
			2. cubic feet of flood storage lost	3. cubic feet replaced			
	f. 🛛	Riverfront Area	Goddard Brook (inland) 1. Name of Waterway (if available) - spe	ook (inland) erway (if available) - specify coastal or inland			
	2.	Width of Riverfront Area	(check one):				
		25 ft Designated D	ensely Developed Areas only				
	100 ft New agricultural projects only						
		🛛 200 ft All other pro	jects				
	3. Total area of Riverfront Area on the site of the proposed project: $\frac{3,900}{\text{square feet}}$						
	4.	4. Proposed alteration of the Riverfront Area:					
	3,9	900	3,900	0			
	a. 1	total square feet	b. square feet within 100 ft.	c. square feet between 100 ft. and 200 ft.			
	5.	5. Has an alternatives analysis been done and is it attached to this NOI? $\square$ Yes $\square$ No					
	6.	Was the lot where the activ	vity is proposed created prior to Aug	ust 1, 1996? 🛛 🛛 Yes 🗌 No			
3	6. 🗌 Cos	astal Resource Areas: (See	e 310 CMR 10.25-10.35)				
	Note:	for coastal riverfront areas	, please complete Section B.2.f. ab	ove.			



Bureau of Resource Protection - Wetlands

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### B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

	<u>Resou</u>	<u>irce Area</u>	Size of Proposed Alterat	tion Proposed Replacement (if any)
	a. 🗌	Designated Port Areas	Indicate size under Lar	nd Under the Ocean, below
II	b. 🗌	Land Under the Ocean	1. square feet	
ary /ou			2. cubic yards dredged	
ġ.	c. 🗌	Barrier Beach	Indicate size under Coas	stal Beaches and/or Coastal Dunes below
	d. 🗌	Coastal Beaches	1. square feet	2. cubic yards beach nourishment
	e. 🗌	Coastal Dunes	1. square feet	2. cubic yards dune nourishment
			Size of Proposed Alterat	tion Proposed Replacement (if any)
	f. 🗌	Coastal Banks	1. linear feet	
	g. 🗌	Rocky Intertidal Shores	1. square feet	
	h. 🗌	Salt Marshes	1. square feet	2. sq ft restoration, rehab., creation
	i. 🗌	Land Under Salt Ponds	1. square feet	
			2. cubic yards dredged	
	j. 🗌	Land Containing Shellfish	1. square feet	
	k. 🗌	Fish Runs	Indicate size under Coas Ocean, and/or inland La above	stal Banks, inland Bank, Land Under the nd Under Waterbodies and Waterways,
			1. cubic yards dredged	
	I. 🗌	Land Subject to	1. square feet	
4.	If the p square amour	estoration/Enhancement project is for the purpose of e footage that has been ent ht here.	restoring or enhancing a vertex in Section B.2.b or B.	vetland resource area in addition to the 3.h above, please enter the additional
	a. squar	re feet of BVW	b. squar	e feet of Salt Marsh
5.	🗌 Pr	oject Involves Stream Cros	sings	
	a. numb	per of new stream crossings	b. numb	er of replacement stream crossings



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### C. Other Applicable Standards and Requirements

This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

### Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

1. Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to <a href="http://maps.massgis.state.ma.us/PRI\_EST\_HAB/viewer.htm">http://maps.massgis.state.ma.us/PRI\_EST\_HAB/viewer.htm</a>.

a. 🗌 Yes 🛛 No	If yes, include proof of mailing or hand delivery of NOI to:
	Natural Heritage and Endangered Species Program Division of Fisheries and Wildlife
August 21, 2021	1 Rabbit Hill Road Westborough, MA 01581

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).* 

- c. Submit Supplemental Information for Endangered Species Review\*
  - 1. Dercentage/acreage of property to be altered:

(a) within wetland Resource Area

percentage/acreage

(b) outside Resource Area

percentage/acreage

- 2. Assessor's Map or right-of-way plan of site
- 2. Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work \*\*
  - (a) Project description (including description of impacts outside of wetland resource area & buffer zone)
  - (b) D Photographs representative of the site

<sup>\*</sup> Some projects **not** in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <u>https://www.mass.gov/ma-</u> endangered-species-act-mesa-regulatory-review).

Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

<sup>\*\*</sup> MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



Bureau of Resource Protection - Wetlands

### WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number

Document Transaction Number Montague City/Town

### C. Other Applicable Standards and Requirements (cont'd)

(c) MESA filing fee (fee information available at <u>https://www.mass.gov/how-to/how-to-file-for-a-mesa-project-review</u>).

Make check payable to "Commonwealth of Massachusetts - NHESP" and *mail to NHESP* at above address

Projects altering 10 or more acres of land, also submit:

- (d) Vegetation cover type map of site
- (e) Project plans showing Priority & Estimated Habitat boundaries
- (f) OR Check One of the Following
- 1. Project is exempt from MESA review. Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, <u>https://www.mass.gov/service-details/exemptions-from-review-for-projectsactivities-in-priority-habitat</u>; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)

<u> </u>	Separate MESA review engoing		
2. 🗀	Separate MESA review ongoing.	a. NHESP Tracking #	b. Date submitted to NHESP

- 3. Separate MESA review completed. Include copy of NHESP "no Take" determination or valid Conservation & Management Permit with approved plan.
- 3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?

a. X Not applicable – project is in inland resource area only	b. 🗌 Yes	🗌 No
---	----------	------

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

South Shore - Bourne to Rhode Island border, and	North Shore - Plymouth to New Hampshire border:
he Cape & Islands:	

Division of Marine Fisheries -Southeast Marine Fisheries Station Attn: Environmental Reviewer 836 South Rodney French Blvd. New Bedford, MA 02744 Email: <u>dmf.envreview-south@mass.gov</u> Division of Marine Fisheries -North Shore Office Attn: Environmental Reviewer 30 Emerson Avenue Gloucester, MA 01930 Email: <u>dmf.envreview-north@mass.gov</u>

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP's Boston Office. For coastal towns in the Southeast Region, please contact MassDEP's Southeast Regional Office.

c. Is this an aquaculture project?

d.	Yes	No

If yes, include a copy of the Division of Marine Fisheries Certification Letter (M.G.L. c. 130, § 57).

§ 105)?

	Bu	Ireau of Resource Protection - Wetlands	
	Ν	<b>/PA Form 3 –</b> Notice of Intent	
	м. М/с	escaphysette Wetlands Protection Act M.G.L. c. 121, 840	Document Transaction Number
	IVIC	assachusells Wellands Prolection Act W.G.L. C. 131, 940	Montague
	_		City/Town
	C.	Other Applicable Standards and Requirements	(cont'd)
	4.	Is any portion of the proposed project within an Area of Critical Environ	nmental Concern (ACEC)?
Online Users: Include your document		a. Yes No If yes, provide name of ACEC (see instruction Website for ACEC locations). <b>Note:</b> electronic	is to WPA Form 3 or MassDEP c filers click on Website.
transaction		b. ACEC	
(provided on your receipt	5.	Is any portion of the proposed project within an area designated as an (ORW) as designated in the Massachusetts Surface Water Quality Sta	Outstanding Resource Water andards, 314 CMR 4.00?
supplementary		a. 🗌 Yes 🖾 No	
submit to the Department.	6.	Is any portion of the site subject to a Wetlands Restriction Order unde Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction	r the Inland Wetlands tion Act (M.G.L. c. 130, § 105)′
		a. 🗌 Yes 🖾 No	
	7.	Is this project subject to provisions of the MassDEP Stormwater Mana	gement Standards?
		<ul> <li>a. Yes. Attach a copy of the Stormwater Report as required by the Standards per 310 CMR 10.05(6)(k)-(q) and check if:</li> <li>1. Applying for Low Impact Development (LID) site design on Stormwater Management Handbook Vol. 2, Chapter 3)</li> </ul>	ne Stormwater Management redits (as described in
		2. A portion of the site constitutes redevelopment	
		3. Proprietary BMPs are included in the Stormwater Manage	ement System.
		b. No. Check why the project is exempt:	
		1. Single-family house	
		2. Emergency road repair	
		3. Small Residential Subdivision (less than or equal to 4 sing or equal to 4 units in multi-family housing project) with no disc	gle-family houses or less than harge to Critical Areas.
	D.	Additional Information	
		This is a proposal for an Ecological Restoration Limited Project. Skip S Appendix A: Ecological Restoration Notice of Intent – Minimum Requi 10.12).	Section D and complete red Documents (310 CMR

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

- 1. 🖂 USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
- 2. 🖂 Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.

Massachusetts Department of	Environmental Protection	Provided by MassDEP:
Duranu of Deseures Dratesting	Matlanda	

4



### Massachusetts Department of Environmental Protection Provide

Bureau of Resource Protection - Wetlands

### WPA Form 3 – Notice of Intent

Provided by MassDEP:

MassDEP File Number

Document Transaction Number Montague City/Town

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

### D. Additional Information (cont'd)

- 3. Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.
- 4.  $\square$  List the titles and dates for all plans and other materials submitted with this NOI.

Bridge Repairs Swamp Road over Feature	e Intersected	
a. Plan Title		
Fuss & O'Neill/Bayside Engineering	Brian Boucher	
b. Prepared By	c. Signed and Stamped by	
January 30, 2025	As noted	
d. Final Revision Date	e. Scale	
Figure 1 – USGS Topographic Map		November 2024
f. Additional Plan or Document Title		g. Date
If there is more than one property own	er, please attach a list of these	e property owners not

- 5. If there is more than one property owner, please attach a list of these property owners not listed on this form.
- 6. Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.
- 7. Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.
- 8. Attach NOI Wetland Fee Transmittal Form
- 9. Attach Stormwater Report, if needed.

### E. Fees

1. Kee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

2. Municipal Check Number

3. Check date

4. State Check Number

ber

5. Check date

6. Payor name on check: First Name

7. Payor name on check: Last Name



Bureau of Resource Protection - Wetlands

## WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

MassDEP File Number
Document Transaction Number
Montague
City/Town

### F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

Samuel A Urkiel	02/05/2025
1. Signature of Applicant (Sam Urkiel, Town of Montague)	2. Date
3. Signature of Property Owner (if different)	4. Date
Bree Sullivan	02/05/2025
5. Signature of Representative (Bree Sullivan, P.E., Fuss & O'Neill)	6. Date

#### For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

#### For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a **copy** of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

#### Other:

If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.

**NOI Wetland Fee Transmittal Form** 



### Massachusetts Department of Environmental Protection Bureau of Resource Protection - Wetlands **NOI Wetland Fee Transmittal Form**

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



2.

### A. Applicant Information

1.	Location of Project:			
	Swamp Road (Bridg	e M-28-036)	Montague	
	a. Street Address	· · · · · ·	b. City/Town	
	c. Check number		d. Fee amount	
2.	Applicant Mailing Ac	ldress:		
	Sam		Urkiel	
	a. First Name		b. Last Name	
	Town of Montague			
	c. Organization			
	128 Turners Falls R	oad		
	d. Mailing Address			
	Montague		MA	01351
	e. City/Town		f. State	g. Zip Code
	(413) 863-2054		SamuelU@montague-ma.g	OV
	h. Phone Number	i. Fax Number	j. Email Address	
3.	Property Owner (if d	lifferent):		
	a. First Name		b. Last Name	
	c. Organization			
	d. Mailing Address			
	e. City/Town		f. State	g. Zip Code
	h. Phone Number	i. Fax Number	j. Email Address	

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).

### **B.** Fees

Fee should be calculated using the following process & worksheet. Please see Instructions before filling out worksheet.

Step 1/Type of Activity: Describe each type of activity that will occur in wetland resource area and buffer zone.

Step 2/Number of Activities: Identify the number of each type of activity.

Step 3/Individual Activity Fee: Identify each activity fee from the six project categories listed in the instructions.

Step 4/Subtotal Activity Fee: Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

Step 5/Total Project Fee: Determine the total project fee by adding the subtotal amounts from Step 4.

Step 6/Fee Payments: To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.



### Massachusetts Department of Environmental Protection Bureau of Resource Protection - Wetlands NOI Wetland Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Fees (continued)			
Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
Exempt – Municipal Project			<u>.</u>
	Step 5/Te	otal Project Fee	:
	Step 6/	Fee Payments:	
	Total	Project Fee:	\$0 a. Total Fee from Step 5
	State share	of filing Fee:	\$0 b. 1/2 Total Fee <b>less \$</b> 12.50
	City/Town shar	e of filling Fee:	<b>\$0</b> c. 1/2 Total Fee <b>plus</b> \$12.50

### **C. Submittal Requirements**

a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

Department of Environmental Protection Box 4062 Boston, MA 02211

b.) **To the Conservation Commission:** Send the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and the city/town fee payment.

**To MassDEP Regional Office** (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and a **copy** of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

### **1** Introduction

Pursuant to the Massachusetts Wetlands Protection Act M.G.L. c. 131 §40 (MAWPA), the Massachusetts Wetland Protection Regulations 310 CMR §10.00 (Wetland Regulations), this Notice of Intent (NOI) has been prepared for the Swamp Road over Goddard Brook Bridge Repair Project located at on Swamp Road (42.54310° N, -72.5197° W) in Montague, Massachusetts. The bridge, originally built in 1850 and rebuilt in 1906, is a single span bridge of about 15 feet wide with two-lane/two-way traffic supported gravity abutments. The bridge spans Goddard Brook, a perennial stream, which is bordered by wetlands. This NOI has been prepared by Fuss and O'Neill, Inc. on behalf of the Applicant, the Town of Montague, as the project is located within Riverfront Area associated with Goddard Brook.

### 1.1 Purpose and Need

The Town of Montague received funding as part of the Massachusetts Small Bridge Repair Program to repair Bridge M-28-036 on Swamp Road. A MassDOT routine bridge inspection performed on May 12, 2021 identified multiple deficiencies, including cracking and spalling on the deck and corrosion and rust holes on the beams. The bridge was classified to be in fair condition. Therefore, the proposed project includes repairs to address these deficiencies.

### 2 Existing Environment

### 2.1 Project Site

The Project Site (i.e., limits of work) consists of an approximately 4,330 square foot (sf) area which includes Bridge M-28-036 on Swamp Road, a municipal road. At the existing bridge, Swamp Road crosses over Goddard Brook, about 1,000 feet from State Route 63 in Montague, Massachusetts. The Project Site is located within the Swamp Road Right of Way (ROW) and extends for approximately 150 feet along the road. The project location is depicted on the USGS Topographic Map, included as *Figure 1* in this report.

### 2.2 Methodology of Resource Area Investigation

Wetland resource areas were delineated by Wetland Scientist, Peter E. Stackhouse, on March 16, 2024 with conformance with local, state, and federal regulations and guidelines including:

- MAWPA (M.G.L. c. 131, § 40), and its implementing regulations set forth at 310 CMR 10.00
- Massachusetts Department of Environmental Protection (MassDEP) *Delineating Bordering Vegetated Wetlands under the Massachusetts Wetlands Protection Act Handbook* (1995)
- Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1 (January 1987)
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (January 2012)
- Field Indicators for Identifying Hydric Soils in New England (Version 4, April 2019)

Refer to Appendix B for the Wetland Resource Area Assessment.

### 2.3 Description of Wetland Resources Areas

The following wetland resource areas identified at or near the Project Site are subject to jurisdiction under MAWPA) and its implementing regulations:

- Inland Bank associated with Goddard Brook
- Bordering Vegetated Wetlands (BVW)
- Land Under Water Bodies and Waterways (LUWW)
- 200-foot Riverfront Area

In addition, the 100-foot Buffer Zone from Bank and BVW is located within the Project Site. Delineated boundaries are shown on the Site Plans in *Appendix A*. Refer to the Wetland Delineation Report in *Appendix B* for detailed descriptions of wetland resource areas.

### 2.3.1 Inland Bank

Inland Bank associated with one perennial stream (Goddard Brook) was identified during the wetland delineation. This stream is mapped as perennial on the most recent USGS topographic map. Banks are generally defined by changes in slope and vegetation.

### 2.3.2 Bordering Vegetated Wetlands

The four BVWs identified during the wetland delineation are located outside of the Project Site. Refer to the Wetland Delineation Report in *Appendix B* for additional detailed information on wetlands.

### 2.3.3 Land Under Water Bodies and Waterways

LUWW associated with Goddard Brook is located within the Project Site beneath the Swamp Road Bridge.

#### 2.3.4 Riverfront Area

Riverfront Area associated with Goddard Brook is present in the Project Site.

### 2.4 Rare Species

According to the National Heritage & Endangered Species Program (NHESP) Atlas, 15th edition, effective August 2021, the Project Site is **not** located within the limits of mapped Estimated Habitat for Rare Wildlife and Priority Habitat for Rare Species. No further filings with NHESP or MESA review is required.

### **3 Proposed Project**

The proposed project includes repairs to Bridge M-28-036 on Swamp Road over Goddard Brook. Proposed activities will be limited to the superstructure and include:

- Replacement of bridge rails and curbs
- Beam repairs on the underside of the bridge
- Replacement of bearing pads and bearing plates
- Repaving of approximately 150 linear feet of Swamp Road
- Restoration of disturbed areas along the road embankment with native seed mix

No work is proposed on the existing bridge abutments; these will remain in place. No work within BVWs or in-water work will be conducted and no heavy equipment will be utilized within the stream or BVWs during construction for bridge repairs.

### 3.1 Construction Period Protective Measures

Constructive period protection measures that will be implemented during bridge repairs include the use of shielding while removing the bridge deck. Shielding or netting will be used during chipping work to prevent concrete or steel from falling into Goddard Brook and nearby resource areas.

Erosion and sedimentation controls shall be installed prior to commencing construction activity. Construction period erosion and sedimentation controls will include:

- Construction entrance and staging areas located on pavement within the ROW
- Silt fences back with straw bales

### 3.2 Construction Sequence

The construction sequence is subject to change based on construction methods, weather, or due to other unforeseen circumstances. Work will be conducted in accordance with the relevant provisions of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges (2023).

The general construction sequence during each phase is as follows:

- Install erosion and sedimentation controls
- Remove the deck, pavement, safety curb, and railings
- Conduct bridge repairs
- Mill and repave the bridge and approximately 100 feet on each side of the bridge
- Remove erosion and sedimentation controls

It is anticipated that repairs will be completed during the spring/summer 2025 construction season, however, the timeline is subject to the availability of funding. Work is expected to be conducted in two phases, working on one half of the road at a time in order to keep a travel lane open during construction to prevent full road closure. Refer to the Site Plans in *Appendix A* for additional construction details.

### 3.3 Post Construction Restoration

Any disturbed areas outside of the end of pavement will be restored with four inches of loam and reseeded with a native seed mix.

### **4** Alternatives Analysis

#### 4.1 No Action

The no action alternative includes no repairs to Bridge M-28-036 on Swamp Road within the Project Site. The no action alternative was discarded from consideration as it would not address concerns to improve the structural conditions of the bridge. If the bridge is not repaired and continues to deteriorate, steel, concrete, and other materials from the bridge structure may fall into Goddard Brook and adjacent resource areas. Additionally, these repairs increase bridge safety by reducing risk of failure, thus increasing the safety of motorists using the bridge.

### 4.2 Bridge Repairs (PREFERRED)

The preferred alternative includes reparations to Bridge M-28-036 described in *Section 3*. This alternative is preferred, because it will improve its structural integrity, and safety for motorists. In addition, repairs will minimize the likelihood of deteriorating bridge components from falling into Goddard Brook and adjacent wetlands.

### 4.3 Bridge Replacement

The bridge replacement alternative includes replacing the bridge in its entirety with a new structure. While this option would greatly improve the condition and lifetime of the structure, it would result in the highest amount of construction, impacts to wetland resource areas, and cost. Based on the current condition of the bridge, full replacement is not necessary; therefore, this alternative was discarded from consideration.

### 5 Impacts and Regulatory Compliance

The following sections document the project's impacts to application resources as well as compliance with the performance standards under the WPA.

### 5.1 Impacts

The proposed project will result in approximately 3,900 sf of alterations to Riverfront Area resulting from the bridge repairs. The alteration is within the existing Swamp Road ROW, a previously degraded area (i.e. paved surfaces). Replacement with the repairs will be in-kind and completed within the existing footprint of the right-of-way. Repairs will not result in an increase in impervious area as work will be completed in-kind. All major work will be completed from the Swamp Road ROW; no heavy machinery will be used within Bank, LUWW, and BVW. Some repairs (e.g., masonry work below the bridge) may require foot access by workers in Bank, BVW, and LUWW. Foot traffic is not anticipated to result in impacts to wetland resource areas.

### 5.2 Limited Project

The proposed project qualifies for consideration as a Limited Project per 310 CMR 10.53(3)(i):

The **maintenance**, **repair and improvement** (but not substantial enlargement except when necessary to meet the Massachusetts Stream Crossing Standards) **of structures**, including dams and reservoirs and appurtenant works to such dams and reservoirs, buildings, piers, towers, headwalls, **bridges**, and culverts which existed on the effective date of 310 CMR 10.51 through 10.60 (April 1, 1983).

The proposed work will not result in widening of the road, changes to stormwater management, or an increase of impervious surface. The Commission has the discretion to apply Limited Project Status to the project, as applicable.

### 5.3 Riverfront Area

This section describes how the proposed project satisfies the Riverfront redevelopment provisions at 310 CMR 10.58(5). The performance standards are provided below in italics, while the details of project design follow.

(a) At a minimum, proposed work shall result in an improvement over existing conditions of the capacity of the riverfront area to protect the interests identified in M.G.L. c. 131 § 40. When a lot is previously developed but no portion of the riverfront area is degraded, the requirements of 310 CMR 10.58(4) shall be met.

As part of the project, bridge repairs will improve the condition of the existing structure by fixing components that are deteriorated, which will prevent rust and other debris from falling into the river. This will improve over existing conditions, because if the bridge is not repaired, it will continue to deteriorate and contribute debris into nearby resource areas. Additionally, if invasive plant species are present near the bridge, they may be removed as part of construction. Any disturbed areas will be loamed and re-seeded using native seed mix. If any invasives are removed, replacement with native species will be an improvement to the vegetation assemblage over existing conditions.

(b) Stormwater management is provided according to standards established by the Department.

No new impervious surfaces or point source discharges will result from the proposed activities, and no changes to stormwater management will result from the project. Refer to Section 5.4 on applicability to stormwater standards.

(c) Within 200 foot riverfront area, proposed work shall not be located closer to the river than existing conditions or 100 feet, whichever is less, or not closer than existing conditions within 25 foot riverfront areas, except in accordance with 310 CMR 10.58(5)(f) or (g).

Work for the project will result in in-kind repairs located in the existing ROW, and will not be located closer to Goddard Brook than existing conditions.

(d) Proposed work, including expansion of existing structures, shall be located outside the riverfront area or toward the riverfront area boundary and away from the river, except in accordance with 310 CMR 10.58(5)(f) or (g).

The existing bridge structure will not be expanded, and due to the nature of the project (i.e., bridge repairs), the proposed work cannot be moved towards the Riverfront Area boundary. Refer to the response below to 310 CMR 10.58(5)(f) for how the proposed work complies with the performance standard.

(e) The area of proposed work shall not exceed the amount of degraded area, provided that the proposed work may alter up to 10% if the degraded area is less than 10% of the riverfront area, except in accordance with 310 CMR 10.58(5)(f) or (g).

Due to the nature of the project, the area of proposed work will result in in-kind repairs located in the existing ROW within the footprint of existing degraded area. No new impervious surface will be added, and proposed work will not exceed the amount of degraded area within the Project Site. The amount of degraded area within Riverfront Area will remain unchanged.

- (f) When an applicant proposed restoration on-site of degraded riverfront area, alteration may be allowed notwithstanding the criteria of 310 CMR 10.58(c), (d) and (e) at a ratio in square feet of at least 1:1 of restored area to area of alteration not conforming to the criteria. Areas immediately along the river shall be selected for restoration. Alteration not conforming to the criteria shall begin at the riverfront area boundary. Restoration shall include
  - 1. removal of all debris, but retaining any trees or other mature vegetation;
  - 2. grading to a topography which reduces runoff and increases infiltration;
  - 3. coverage by topsoil at a depth consistent with natural conditions at the site; and
  - 4. seeding and planting with an erosion control seed mixture, followed by plantings of herbaceous and woody species appropriate to the site.

Restoration following construction will include adding topsoil/loam to match the existing grade, and reseeding using a native seed mix.

(g) When an applicant proposes mitigation either on-site or in the riverfront area within the same general area of the river basin, alteration may be allowed notwithstanding the criteria of 310 CMR 10.58(c), (d), or (e) at a ratio in square feet of at least 2:1 mitigation area to area of alteration not conforming to the criteria or an equivalent level of environmental protection where square footage is not a relevant measure. Alteration not conforming to the criteria shall begin at the riverfront area boundary. Mitigation may include off-site restoration of riverfront areas, conservation restrictions under M.G.L. c. 184 §§ 31 to 33 to preserve undisturbed riverfront area that could otherwise be altered under 310 CMR 10.00, the purchase of development rights within the riverfront area, the restoration of bordering vegetated wetland, projects to remedy an existing adverse impact on the interests identified in M.G.L. c. 131 § 40 for which the applicant is not legally responsible, or similar activities undertaken voluntarily by the applicant which will support a determination by the issuing authority of no significant adverse impact. Preference shall be given to potential mitigation projects, if any, identified in a River Basin Plan approved by the Secretary of the Executive Office of Environmental Affairs.

Mitigation for the project is not proposed as work will be conducted within the existing ROW. Disturbed areas will be improved over existing conditions through repairing deteriorated components of the bridge structure, potential removal of invasives, and restoration with native seed mix. No change in the amount of impervious area will result from the project.

### 5.4 Stormwater Management

No new impervious surfaces or point source discharges will result from the proposed activities. Per the recommended final decision issued on July 29, 2016 in the Matter of Berkshire Community College Docket #WET-2015-023 from the MassDEP Office of Appeals and Dispute Resolution, it was ruled that 310 CMR 10.05(6)(k) through (q) foes not apply to a project that does not propose a "point source" or "stormwater discharge" within resource areas or their Buffer Zones.

### 5.5 Abutter Notification

Abutters within 100 feet of the Project Site will be notified in accordance with MAWPA 310 CMR 10.05(4)(a). Notices will be sent by certified mail, return receipt requested, or certificates of mailing to abutters at least seven days prior to the public hearing. A copy of the list of abutters and the abutter notification form are provided in *Appendix D*.

### **Figures**



Appendix A

Site Plans















SCALE: 1'' = 1'

- 1. ROADWAY DECK SLAB SHALL BE 5000 PSI HP CEMENT CON 2. LONGITUDINAL REINFORCEMENT SHALL BE PLACED PARALLEL TRANSVERSE (PRIMARY) REINFORCEMENT SHALL BE PLACED CONSTRUCTION.
- 3. ALL REINFORCEMENT AND SUPPORT DEVICES SHALL BE COA 4. THE FINISHED SURFACE OF BRIDGE DECK SHALL BE SMOOTH THAT COULD PUNCTURE THE MEMBRANE WATERPROOFING OF WATER.
- 5. THE SURFACE OF THE PREVIOUSLY CAST CONCRETE SHALL WETTED WITH CLEAN WATER, AND THE FLUSHED WITH A MOR THE CEMENT AND SAND SPECIFIED FOR THE NEW CONCRETE ADJACENT THERETO. NEW CONCRETE SHALL BE PLACED BEFO



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IL     2"øPIPE RAIL,       TYP.
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DATE DESCRIPTION THIS SHEFT IS APPROVED FOR
CONSTRUCTION BY MASSDOT AUTHORIZED SIGNATORY: STATE BRIDGE ENGINEER USE ONLY PRINTS OF LATEST DATE
SHEET 3 OF 12 SHEETS BRIDGE NO. M-28-036 (5NB)





NEW BEARING PAD, NEW BEARING PLATE, BEAM END REF CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BO NEW BEARING PAD, NEW BEARING PLATE, BEAM END REF NEW BEARING PAD, NEW BEARING PLATE, BEAM END REF NEW BEARING PAD, NEW BEARING PLATE, BEAM END REF NEW BEARING PAD, NEW BEARING PLATE, BEAM END REF CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BO CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BO CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BO NEW BEARING PAD, NEW BEARING PLATE, BEAM END REF

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		D. This s	ATE	DESCE	RIPTION	
			TRUCTION BY	MASSDOT	F BRIDGE ENGL	JEER
		CONS AUT	TRUCTION BY THORIZED SIGN USE ONL	MASSDOT IATORY: STAT Y PRINTS OF LA	E BRIDGE ENGIN TEST DATE	NEER



### DEMOLITION NOTE:

1. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH ITEM 114.1 AND 127.1 OF THE SPECIAL PROVISIONS.

STAGE I DEMOLITION SEQUENCE:

- 1. INSTALL TEMPORARY TRAFFIC CONTROLS FOR STAGE I.
- 2. INSTALL TEMPORARY PROTECTIVE SHIELDING TO THE SOUTH OF THE STAGE I DEMOLITION LINE.
- 3. SAW CUT NEAT LINES IN THE DECK AND PAVEMENT AT THE STAGE 1 DEMOLITION CUT LINES.
- 4. REMOVE THE DECK, PAVEMENT, SAFETY CURB AND RAILING SOUTH OF THE STAGE 1 DECK DEMOLITION CUT LINES WITHOUT DAMAGING THE COMPONENTS TO REMAIN.
- 5. SAW CUT AND REMOVE INFILL CONCRETE AT BEAM ENDS, BEARING PADS, AND BEARING PLATES.

09–05–2024 ISSUED FOR CONSTRUCTION DATE DESCRIPTION
THIS SHEET IS APPROVED FOR CONSTRUCTION BY MASSDOT AUTHORIZED SIGNATORY: STATE BRIDGE ENGINEER USE ONLY PRINTS OF LATEST DATE
SHEET 5 OF 12 SHEETS BRIDGE NO. M-28-036 (5NB)

SV	VAMP	I ROAD	MONTAGU OVER GO	E DDARD	BRO	ЭK
	07.475			SHEET	TOTAL	

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS	
MA	######	5	14	
PROJECT FILE NO. 117490				

**STAGE I DEMOLITION**


MONTAGUE SWAMP ROAD OVER GODDARD BROOK					
	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS 14	
		PROJECT FILE NO.	ە 117490	14	
	ST	AGE I CONSTR			
CONSTRUCTION NOTE: ALL STAGE   CONSTRUCTION TO TAKE PLACE SOUTH	OF THE S	STAGE			
I DEMOLITION CUT LINE. STAGE I CONSTRUCTION SEQUENCE:					
DECK AND SAFETY CURB 1. FORM AND PLACE PARTIAL GRADE BEAM SLAB.					
<ol> <li>FORM AND PLACE CONCRETE SAFETY CURB.</li> <li>FORM AND PLACE CONCRETE HIGHWAY GUARD TRANS</li> <li>INSTALL NEW TYPE S3-TL4 BRIDGE RAIL.</li> </ol>	SITION.				
BEAM END REPAIRS (SEE SHEET 9 FOR DETAILS) 1. INSTALL NEW CONCRETE PEDESTALS.					
<ol> <li>INSTALL NEW STEEL BEARING PLATES.</li> <li>CLEAN LAST 3'-0" OF BEAM END AND REMOVE DELA PAINT LAST 3'-0" OF BEAM END</li> </ol>	AMINATED	STEEL.			
4. APPLY EPOXY REPAIR COMPOUND AT LAST 2'-0" OF 5. INSTALL NEW $\frac{1}{2}$ " REPAIR PLATES, SHIM PLATES AND A	BEAM EI ANGLES.	ND.			
6. DRILL AND INSTALL $\frac{3}{4}$ "Ø ANCHOR BOLTS.					
EXISTING WINGWALL STAGE L GRADE BEAM DI	FTAIL	CURR	1		
<u>STAGE I GRADE BEAM DI</u> Scale: <sup>3</sup> / <sub>4</sub> " = 1'-0	ETAIL ( D"	<u>o curb</u>			
09-05-2024 DATE		ISSUED FOR DESC	CONSTR RIPTION	UCTION	
THIS SHEET CONSTRUCT	IS APPRO	DVED FOR MASSDOT			
	USE ONL	PRINTS OF L	ATEST D	ATE	
SHEEL & UF IZ SHEELS B	RIDGE	NU. M-28	5-036	р (рис)	



1. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH ITEM 114.1 AND

- 1. INSTALL TEMPORARY TRAFFIC CONTROLS FOR STAGE II.

- STAGE II DEMOLITION CUT LINE WITHOUT DAMAGING THE COMPONENTS
- 5. SAW CUT AND REMOVE INFILL CONCRETE AT BEAM ENDS, BEARING

	09-05-2024	ISSUED FOR CONSTRUCTION
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	USE	ONLY PRINTS OF LATEST DATE
SHEET 7 OF 12 SHE	ETS BRID	DGE NO. M-28-036 (5NB)

MONTAGUE

SWAMP ROAD OVER GODDARD BROOK

PROJECT FILE NO. 117490

STAGE II DEMOLITION

FED. AID PROJ. NO.

######

STATE

MA

SHEET TOTAL NO. SHEET

7 14



	SWAMP ROAD OVER GODDARD         STATE       FED. AID PROJ. NO.       SHEET NO.         MA       ########       8	TOTAL SHEETS 14
	PROJECT FILE NO. 117490	
	STAGE II CONSTRUCTIO	N
ONSTRUCTIO	ON NOTE:	
ALL STAGE II DEMOLITIC	II CONSTRUCTION TO TAKE PLACE SOUTH OF THE STAGE	
TAGE II CO	<u>)NSTRUCTION SEQUENCE:</u> Place partial grade beam slab.	
. FORM AND . FORM AND . INSTALL NEV	PLACE CONCRETE SAFETY CURB. PLACE CONCRETE HIGHWAY GUARD TRANSITION. W TYPE S3-TL4 BRIDGE RAIL.	
. INSTALL NEV . INSTALL NEV	W CONCRETE PEDESTALS. W STEEL BEARING PLATES. T 3' 0" OF REAM END AND REMOVE DELAMINATED STEEL	
. CLEAN LAST PAINT LAST . APPLY EPOX	3'-0" OF BEAM END AND REMOVE DELAMINATED STEEL. 3'-0" OF BEAM END. DXY REPAIR COMPOUND AT LAST 2'-0" OF BEAM END.	
. INSTALL NEW D. DRILL AND	W $\frac{1}{2}$ " REPAIR PLATES, SHIM PLATES AND ANGLES. INSTALL $\frac{3}{4}$ "Ø ANCHOR BOLTS.	
		GWALL
	CONCRETE PARTIAL	
	GRADE BEAM	
EXISTING	STAGE II GRADE BEAM DETAIL @ CURB	
WINGWALL	SCALE: $\frac{3}{4}$ " = 1'-0"	
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	CONSTRUCTION BY MASSDOT AUTHORIZED SIGNATORY: STATE BRIE	DGE ENGINEER







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						USE	ONLY	/ PRINTS	OF LAT	est date	-
SHEET	10	OF	12	SHE	ETS	BRID	)GE	NO. N	/-28-	-036	(5NB)





## REPAIR COMPOUND NOTES:

AT LOCATIONS WHERE HEAVY DETERIORATION IS PRESENT OR AS DIRECTED BY THE ENGINEER, EPOXY REPAIR FAIRING COMPOUND SHALL BE APPLIED OVER THE PRIME COAT AS FOLLOWS:

- 1. THE EPOXY REPAIR COMPOUND SHALL BE APPLIED TO THE DETERIORATED AREAS IN STRICT ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW AND APPROVAL THE MATERIAL, MEANS AND METHODS TO BE USED IN THE REPAIR WORK.
- 2. THE REPAIR COMPOUND SHALL BE APPLIED TO THE AREAS OF THE EXISTING STEEL THAT EXHIBIT SIGNIFICANT SECTION LOSS TO COMPLETELY FILL THE IRREGULARITIES IN THE EXISTING STEEL SURFACE SUCH THAT NO VOIDS WILL BE PRESENT BETWEEN THE EXISTING STEEL AND PROPOSED REPAIR STEEL PLATES AND SECTIONS IN THE FINAL REPAIR CONDITION.
- 3. THE PROPOSED REPAIR STEEL SHALL BE POSITIONED SO IT IS IN FIRM CONTACT WITHIN THE WORKING TIME LIMITS OF THE EPOXY REPAIR COMPOUND. THE REPAIR STEEL SHALL BE SECURED IN PLACE USING POSITIONING BOLTS TENSIONED TO A SNUG TIGHT CONDITION AND CLAMPS OR OTHER MECHANICAL MEANS TO BRING THE PILES OF THE EXISTING STEEL AND NEW STEEL INTO FIRM CONTRACT. WELDING IS NOT ALLOWED.
- 4. ONCE THE PROPOSED REPAIR STEEL HAS BEEN SECURED WITH THE POSITIONING BOLTS, AND THE EPOXY COMPOUND HAS CURED, THE REMAINING BOLTS SHALL BE INSTALLED FOLLOWING THE PROCEDURE AS INDICATED.
- 5. EPOXY COMPOUND FOR STRUCTURAL STEEL REPAIRS SHALL BE A SOLVENT FREE, MOISTURE TOLERANT, EPOXY PAST ADHESIVE SYSTEM. THE EPOXY PASTE SHALL BE DEVELOPED SPECIFICALLY FOR FILLING, SMOOTHING, SEALING OR FAIRING APPLICATIONS ON METALS. THE PASTE SHALL BE APPLIED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. ACCEPTABLE PRODUCTS SHALL BE ONE OF THE FOLLOWING OR AN APPROVED EQUAL.

ITW PHILADELPHIA RESINS REPAIR COMPOUND MANUFACTURED BY: ITW PHILADELPHIA RESINS 130 COMMERCE DRIVE, MONTGOMERYVILLE, PA 18936 (215) 855-8450 (215) 855-4688 SALES@ITWPRC.COM WEBSITE: WWW.PHILADELPHIARESINS.COM

SIKADUR 31, HI-MOD GEL MANUFACTURED BY: SIKA CORPORATION 201 POLITO AVENUE, LYNDHURST, NJ 07071 (800)-933-7452 (201) 933-6225 WEBSITE: WWW.SIKAUSA.COM

DEVCON PLASTIC STEEL PUTTY (A) MANUFACTURED BY: ITW DEVCON 30 ENDICOTT STREET, DANVERS, MA 01923 (800) 933-8266 WEBSITE: WWW.DEVCON.COM

FX-738 METAL FILLED EPOXY MANUFACTURED BY: SIMPSON STRONG-TIE PLEASANTON, CA 94588 (800) 999-5099 WEBSITE: WWW.STRONGTIE.COM

	BEAM REPAIR SCHEDULE
RFAM	
LOCATION	REPAIR TYPE
B1 WEST	NEW BEARING PAD, NEW BEARING PLATE, BEAM END REPAIRS
B2 WEST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B3 WEST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B4 WEST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B5 WEST	NEW BEARING PAD, NEW BEARING PLATE, BEAM END REPAIRS
B6 WEST	NEW BEARING PAD, NEW BEARING PLATE, BEAM END REPAIRS
B7 WEST	NEW BEARING PAD, NEW BEARING PLATE, BEAM END REPAIRS
B1 EAST	NEW BEARING PAD, NEW BEARING PLATE, BEAM END REPAIRS
B2 EAST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B3 EAST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B4 EAST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B5 EAST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B6 EAST	CLEAN AND PAINT BEAM, BEARING PLATES & ANCHOR BOLTS
B7 EAST	NEW BEARING PAD, NEW BEARING PLATE, BEAM END REPAIRS

	09-05-2024	ISSUED	FOR CONSTRUC	TION
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	THIS SHEET IS CONSTRUCTION	APPROVED FOR BY MASSDOT	?	
	AUTHORIZED	SIGNATORY:	STATE BRIDGE	ENGINEER
	USE	ONLY PRINTS	OF LATEST DATE	
SHEET 12 OF 12 SHE	ETS BRIE	DGE NO. M	1-28-036	(5NB)

			⊲
			30-Jan-2025
		:	Plotted on
			BR9 M-28-036 DWG
			117490

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MONTAGUE SWAMP ROAD OVER GODDARD BROOK

**BEAM END REPAIR NOTES & SCHEDULE** 

FED. AID PROJ. NO.

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PROJECT FILE NO.

STATE

MA

SHEET TOTAL NO. SHEETS

12 14

117490



# FORMULAS FOR DETERMINING TAPER LENGTHS

SPEED LIMIT (S)	TAPER LENGTH (L) FEET
40 MPH OR LESS	$L = \frac{WS^2}{60}$
45 MPH OR MORE	L= WS



W = WIDTH OF OFFSET IN FEET

**IDENTIFI-**

CATION

NUMBER

R1-2

S = POSTED SPEED LIMIT, OR OFF PEAK

85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH

SIZE OF SIGN (IN)

36 X 36 X 36

HEIGHT

WIDTH

			<b>V</b>	
R1-2a	24	18	TO ONCOMMING TRAFFIC	1
R10-6	24	36		2
MA-R2-10a	48	36	WORK ZONE SPEEDING FINES DOUBLED	2
MA-R2-10e	36	48	END ROAD WORK DOUBLE FINES END	2
W1-4R	36	36		2
W1-4L	36	36		2
W3-2	36	36		1
W3-3	36	36		2
W5-1	36	36	ROAD NARROWS	2
W13-1p	18	18	M.P.H.	2
W20-1	36	36	ROAD WORK AHEAD	2
W20-4	36	36	ONE LANE ROAD XXX	2
MA-W20-7b	36	36	POLICE OFFICER AHEAD	2

## NOTES:

1. SEE SHEET 2 FOR DETAILED TTCP SETUP OF TRAFFIC CONROL

DEVICES AND SIGNS,

FOR SWAMP ROAD

TAPER LENGTH (FEET)

 $L = \frac{WS^2}{60}$ 

L = 180'

L = (12 \* 900)/60

NUMBER

OF

SIGNS

REQUIRED

TEXT



## NOTES:

ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC DEVICES" (MUTCD) WITH ALL REVISIONS AND MASSCHUSETTS AMENDMENTS TO THE MUTCD.

TEMPORARY TRAFFIC CONTROL DEVICES AND SIGNING SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.

3. REMOVE OR COVER ALL TEMPORARY DEVICES WHEN THEY ARE NO LONGER REQUIRED FOR CONTROL OF TRAFFIC

ABUTTERS SHALL BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS TO THEIR BUSINESS, RESIDENCE, AND/OR PROPERTY.

THE FIRST TEN PLASTIC DRUMS OF A TAPER SHALL BE MOUNTED WITH SEQUENTIALLY FLASHING LIGHTS WHEN USED FOR NIGHT WORK BETWEEN DUSK AND DAWN.

6. DISTANCES SHOWN ON THIS DOCUMENT MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER DUE TO SITE CONSTRAINTS.

7. MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER (DRUMS OR CONES) IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH.

MAXIMUM LANE WIDTH IS TO BE 11 FEET UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM EDGE OF DRUMS OR MEDIAN BARRIER.

9. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.

# SUGGESTED WORK ZONE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS **				
	А	В	С		
LOCAL OR LOW VOLUME ROADWAYS *	350	350	350		
MOST OTHER ROADWAYS	500	500	500		
FREEWAYS AND EXPRESSWAYS *	1,000	1,500	2,640		

SPEED CATEGORY TO BE DETERMINED BY HIGHWAY AGENCY

\*\* DISTANCES ARE SHOWN IN FEET. THE COLUMN HEADINGS A, B, AND C ARE THE DIMENSIONS SHOWN IN THE DETAIL/TYPICAL SETUP FIGURES. THE A DIMENSION IS THE DISTANCE FROM THE TRANSITION OR POINT OF RESTRICTION TO THE FIRST SIGN. THE B DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. THE C DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. (THE "THIRD" SIGN IS THE FIRST ONE TYPICALLY ENCOUNTERED BY A DRIVER APPROACHING A TEMPORARY TRAFFIC CONTROL (TTC) ZONE.)

THE "THIRD" SIGN ABOVE IS TYPICALLY REFERRED TO AS AN "ADVANCE WARNING" SIGN ON THE TTCP SETUPS. IT IS THE ONE WHICH MAY OFTEN HAVE THE "STANDARD RED OR RED-ORANGE FLAGS (16 in. X 16 in.)" MOUNTED ON IT. THESE ADVANCE WARNING SIGNS ARE LOCATED AT THE PROJECT LIMITS ON ALL APPROACHES (i.e. THE W20-1 SERIES (ROAD WORK XX FT) SIGNS), AND USUALLY REMAIN FOR THE DURATION OF THE PROJECT. ADDITIONAL SIGNS (i.e. "RIGHT LANE CLOSED 1 MILE" AND "LEFT LANE CLOSED 1 MILE") HAVE BEEN SHOWN IN SOME FIGURES AS EXAMPLES OF REINFORCEMENT SIGN PLACEMENT BUT ARE USED IN RARE OCCASIONS.

THE FIRST AND SECOND WARNING SIGNS ABOVE ARE REFERRED TO AS THE OPERATIONAL (DAY TO DAY) WORK ZONE SIGNS AND MAY BE MOVED DEPENDING ON WHERE THE SPECIFIC ROADWAY WORK FOR THAT DAY IS LOCATED.

MA-R2-10a SIGNS SHALL BE PLACED BETWEEN THE SECOND AND THIRD SIGNS AS DESCRIBED ABOVE.

MA-R2-10a AND W20-1 SERIES SIGNS ARE TO BE INCLUDED ON ALL DETAILS/TYPICAL SETUPS.

MA-R2-10e SIGNS SHALL BE PLACED DOWNSTREAM OF THE WORK ZONE AND TRAILING TRAFFIC CONTROL DEVICES.

# TAPER LENGTHS FOR TEMPORARY CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH (L) *
MERGING TAPER	AT LEAST L (180 FT)
SHIFTING TAPER	AT LEAST 0.5 L (90 FT)
SHOULDER TAPER	AT LEAST 0.33L (60 FT)
ONE-LANE, TWO-WAY TRAFFIC TAPER	100 FT. (30M) MAXIMUM
DOWNSTREAM TAPER	100 FT (30m) PER LANE

## MONTAGUE SWAMP ROAD OVER GODDARD BROOK

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	######	13	14
	PROJECT FILE NO.	117490	

**TEMPORARY TRAFFIC CONTROL PLANS TTCP-TYPICALS & NOTES** 





## Appendix B

Wetland Resource Area Assessment

### Peter E. Stackhouse, MS Wetland Scientist 53 Kingston Rd. Plaistow, NH 03865 <u>pestack@comcast.net</u> (603) 918-6085

To: Bree Sullivan CC: William Capone Subject: Wetland Resource Area Assessment: Bridge # M28-036 Swamp Road, Montague Massachusetts Date: 10/27/2024

### Introduction

A resource area evaluation and subsequent delineation of Bordering Vegetated Wetland (BVW) and Bank was conducted by Peter Stackhouse, Wetland Scientist on March 16, 2024, at the site of Bridge # M28-036 located on Swamp Road in Montague, Massachusetts. The purpose of the site review was for the analysis and review for the replacement of the bridge and the field determination and delineation (placement and location) of existing resource area boundaries. The areas immediately surrounding the bridge and extending out approximately 150 feet from the bridge were included.

This report describes the identified wetland resource areas subject to protection under the Massachusetts Wetlands Protection Act (Act) (M.G.L Chapter 131, Section 40- *the Act*) and the federal Clean Water Act (33 U.S.C. §1344 et seq (1972)) existing on the site and methodology used to delineate their boundaries.

### **Site Description**

The site is located on the north and south sides of Bridge M28-336 spanning Goddard Brook on Swamp Road in Montague, Massachusetts. Jurisdictional resource areas identified on the site included: the east and west banks of Goddard Brook (Bank), adjacent Bordering Vegetated Wetlands (BVW); Land Subject to Flooding, and Riverfront Area (RFA).

### **Pre-Survey In-Office Investigations**

Prior to the commencement of the field survey, a preliminary in-office review was conducted of relevant information utilizing publicly available, online mapping resources available through the MassGIS Online Data Viewer, as well as the Natural Resource Conservation Service (NRCS) Web Soil Survey to evaluate the potential presence of wetlands, waterbodies, hydric soils and Federal Emergency Management Agency (FEMA) flood hazard areas. Results of that preliminary review indicated the following:

- The site area contains a river resource and potential adjacent wetlands as mapped by the MassDEP Wetland Inventory Program, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI). Goddard Brook was indicated, but no mapped wetlands were indicated in the area within the scope of the project.
- USDA Natural Resources Conservation Service (NRCS) Soil Survey. Mapped soils on the site and in the vicinity of the project area are classified as Deerfield loamy fine sand and Udorthents wet substratum within the site. Deerfield loamy fine sand was defined as moderately well drained, with a water table within 15 to 37 inches of the soil surface. Udorthents, wet stratum, was documented as having a water table at more than 80 inches below the soil surface. The

field assessment generally confirmed these soil types within the site, however water table depth was inconsistent in lower wetland areas. Soil map and resources for this site are attached to this memo, see Appendix D.

- Bordering Land Subject to Flooding, the 100-year floodplain, Zone AE Special Flood Hazard Area, with a Base Flood Elevation (BFE), as defined and protected by WPA 310 CMR 10.02(1) and 10.57(1)) associated with the Goddard Brook was not evident or delineated in the field at the project site, see the National Flood Hazard Layer FIRMette in Appendix A.
- Natural Heritage Endangered Species Program data layer identified no mapped habitat areas within the bridge area under review or in within the buffer zones of the project scope.

### Field Survey Methodology Wetland and Waterbody

The wetland and bank identification and delineation surveys were performed using the guidance contained in *Delineating Bordering Vegetated Wetlands under the Massachusetts Wetlands Protection Act Handbook* (MassDEP 1995), and Routine Onsite Determination Method as described in the *Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory, 1987) and applicable *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*. Northcentral and Northeast Region (Ver. 2.0; U.S. Army Corps of Engineers 2012) and the *Field Indicators for Identifying Hydric Soils in New England, Version 4* (New England Hydric Soils Technical Committee 2018).

A field survey was performed to identify and confirm mapped soil types, hydrology (topographic and drainage features), and plant communities that would indicate the presence of potential jurisdictional resources. Soil profiles were sampled using a "sharpshooter" (elongated soil shovel) and soil auger to determine the profile if any hydric soil indicators were present. The information collected for each soil profile included soil horizons, depth, texture, color, and the presence or absence of redoximorphic features (mottles and other features). Colors of the soil matrix and mottles were identified using Munsell Soil Color Charts.

The banks of Goddard Brook on both north and south sides of the bridge (proposed for replacement) were delineated based on the WPA definition of Bank at 310 CMR 10.54, and in this occasion coincided with the Mean Annual High-Water Line (MAHWL) which was determined based on the description for rivers of the WPA<sup>1</sup>.

The indicator status of dominant plant species in each stratum was evaluated in the field to determine whether a hydrophytic plant association was present. Dominant species in both upland and wetland communities were visually estimated and recorded with appropriate radius plots, and the wetland indicator status was noted using the applicable state reference materials. Wetlands were classified during field surveys according to *Classification of Wetlands and Deepwater Habitats of the United States* (1979).

The US Fish & Wildlife Service, National Wetlands Inventory (NWI) mapper classified Goddard Brook as R3UBH, and the classification described as follows:

### Classification code: R3UBH

<sup>&</sup>lt;sup>1</sup> 310 CMR 10.58(2): "Mean Annual High-Water Line of a river is the line that is apparent from visible markings or changes in the character of soils or vegetation due to the prolonged presence of water and that distinguished between predominantly aquatic and predominantly terrestrial land. Field indicators of bankfull conditions shall be used to determine the mean annual high-water line. Bankfull indicators include but are limited to: changes in slope, changes in vegetation, stain lines, top of pointbars, changes in bank materials, or bank undercut."

System **Riverine** (**R**) : The Riverine System includes all wetlands and deepwater habitats contained within a channel, with two exceptions: (1) wetlands dominated by trees, shrubs, persistent emergents, emergent mosses, or lichens, and (2) habitats with water containing ocean-derived salts of 0.5 ppt or greater. A channel is an open conduit either naturally or artificially created which periodically or continuously contains moving water, or which forms a connecting link between two bodies of standing water.

Subsystem **Upper Perennial (3)**: This Subsystem is characterized by a high gradient. There is no tidal influence, and some water flows all year, except during years of extreme drought. The substrate consists of rock, cobbles, or gravel with occasional patches of sand. The natural dissolved oxygen concentration is normally near saturation. The fauna is characteristic of running water, and there are few or no planktonic forms. The gradient is high compared with that of the Lower Perennial Subsystem, and there is very little floodplain development.

*Class* **Unconsolidated Bottom (UB)** : Includes all wetlands and deepwater habitats with at least 25% cover of particles smaller than stones (less than 6-7 cm), and a vegetative cover less than 30%.

Water Regime **Permanently Flooded (H)**: Water covers the substrate throughout the year in all years.

Indicators of wetland hydrology were also observed and recorded. Site hydrology was evaluated during field survey by initially observing whether the soil at the surface was inundated or saturated. The depth to the presence of water table or saturated soil within 24 inches of the soil surface was measured, and the presence or absence of other indicators of wetland hydrology (e.g., surface water, drainage patterns, drift lines, water-stained leaves, etc.) if present, were recorded.

The boundaries of wetland resource areas and bank and MAHWL of the Goddard Brook were marked with either orange/white or pink surveyors flagging tape labeled with a unique numeric designation (preceded by BF for Bank Flag) for each point tied to vegetation and spaced at appropriate intervals. Wetlands were flagged with pink "Wetland Delineation" survey tape and uniquely numbered (preceded by WF for Wetland Flag).

### **Survey Results**

Two distinct Bordering Vegetated Wetland (BVW), communities (one area to the north and one to the south of Swamp Road) were noted and described. Bank features of Goddard Brook were delineated within and adjacent and in between to areas of BVW and stream. A description of each resource area delineated in the field has been provided below. The descriptions include feature locations, classification type, hydrologic indicators, and associated characteristics. Two US Army Corps of Engineers Wetland Determination Data Forms for the vegetated wetland transitional features (one upland and one wetland) can be found in Appendix B and site photographs of these resources have been included in Appendix C.

# Jurisdictional Wetland Resource Areas – Massachusetts Wetlands Protection Act

### Waterbodies - Bank (310 CMR 10.54)

Under the Act, a "Bank" is the portion of the land which normally abuts and confines a waterbody. Based on review and delineation of Goddard Brook within the project site, the river meets the regulatory definition of a Bank and was identified and delineated as described below.

Under the Act a 100-foot buffer zone extends horizontally outward from the boundary of a wetland or a Bank. A buffer zone itself is not a jurisdictional resource area under the Act; however, this location functions as a review area in which activities proposed within 100-feet of a BVW or Bank require the

submission of a Notice of Intent (NOI) or a Request for Determination of Applicability (RDA) to the MassDEP and local Conservation Commission.

### **Bank of Goddard Brook**

Goddard Brook flows north to south essentially bisecting the project site under review. The Banks of the brook were marked in the field using four lines (one each for east and west banks on both north and south sides of the bridge) with orange/white striped surveyor's flagging labeled BF A1-A11, BF B1-B8, BF C1-C8, and BF D1-D12. The bank was delineated at the first observable break in slope in the location where steep slopes confined the river and coincided with MAHWL. The banks on the south side of the bridge were dominated by a canopy of eastern white pines (*Pinus strobus*) and red oaks (*Quercus rubra*), and red maple (*Acer rubrum*).

The Banks on the north side of the bridge were delineated similarly with the canopy dominated by eastern hemlock (*Tsuga canadensis*), eastern white pine (*Pinus strobus*), red oak (*Quercus rubra*), and red maple (*Acer rubrum*).

### Bordering Vegetated Wetlands (310 CMR 10.55)

According to 310 CMR 10.55(2), Bordering Vegetated Wetlands (BVW) are freshwater wetlands which border on creeks, rivers, streams, ponds, or lakes are areas where the soils are saturated and/or inundated such that they support a predominance of wetland indicator plants. The boundary of a BVW is the line within which 50% or more of the vegetation community consists of wetland indicator plants and saturated or inundated conditions exist. The Act establishes a 100-foot buffer zone that extends horizontally outward from the boundary of a BVW.

Two distinctly vegetated, but connected BVW areas were identified to the north and south of existing bridge, herein called Wetlands W1 and W2. The are differented only based on their vegetative characteristics. The areas on the east and west sides of Goddard Brook are similarly vegetated to the north and south sides of the bridge and are described within W1 and W2.

### Wetland W1 North Side of Bridge/Swamp Rd.

BVW (W1) consists of mixed deciduous/coniferous wooded swamp and shrub swamp cover types, bordering the east and west banks of Goddard Brook on the north side of the bridge. The resource area to west is limited by a distinctly upward sloping hillside, but the area to the east is slightly sloping, and running parallel to the base of roadside slope along Swamp Road. The wetland receives flood flow during highwater conditions and contains a number of drainage cuts and flow patterns/areas were observed within the vegetated area. Several depressions and "undercuts" of the soil were noted in the wetland area to the east side of the brook.

The boundary between the wetland and upland was marked in the field with pink "Wetland Delineation" surveyor's tape, on eastern and western sides of the stream labeled WF B1-B8 and WF D1-D7. The wetland was dominated by eastern hemlock (*Tsuga canadensis*), red maple (*Acer rubrum*), silky dogwood (*Cornus amomum*), spicebush (*Lindera benzoin*), swamp dewberry (*Rubus hispidis*), and skunk cabbage (*Symplocarpus foetidus*) extending further from the brook. Hydric soils were documented in the BVW and sandy redox conditions observed. Hydrologic indicators observed during the site review included saturated conditions, high water table, standing water and water-stained leaves.

### Wetland W2 South Side of Bridge/Swamp Rd.

BVW (W2) consists of mixed wooded and shrub swamp cover types, bordering the east and west banks of Goddard Brook. The boundary between the wetland and upland was marked in the field with pink "Wetland Delineation" surveyor's tape, on eastern and western sides of the stream labeled WF A1-A10 and WF C1-C7. The wetland was dominated by red maple (*Acer rubrum*), American hop hornbeam (*Ostrya virginiana*), eastern white pine (*Pinus strobus*) silky dogwood (*Cornus amonum*), spicebush (*Lindera benzoin*), sensitive fern (*Onoclea sensibilis*) and skunk cabbage (*Symplocarpus*)

*foetidus*). Hydric soils were documented in the BVW with sandy redox conditions observed. Hydrologic indicators observed during the site review included saturated conditions and high water table.

### Land Subject to Flooding (Bordering) (310 CMR 10.57)

Bordering Land Subject to Flooding (BLSF) is defined in the Act as an area with low, flat topography, adjacent to and inundated by flood waters rising from creeks, rivers, streams, ponds or lakes. It extends from the banks of these waterways and waterbodies; where a BVW occurs, it extends from the BVW edge. The boundary of BLSF is the estimated maximum lateral extent of flood water which will theoretically result from the statistical 100-year frequency storm. Said boundary shall be that determined by reference to the most recently available flood profile data prepared for the community within which the work is proposed under the National Flood Insurance Program (NFIP), currently administered by FEMA.

No areas within the scope of work or site review were mapped by FEMA as being located within special flood hazard areas. Special flood hazard areas are defined in the regulations as land located in the floodplain that is subject to a 1% chance of flooding (i.e. 100-year flood) in any given year as determined by the best available information provided by FEMA. Based on the FEMA FIRM for the site (Panel No. 2501220007C) (February 12, 1982) no areas were noted within the 100-year floodplain (Zone AE) thus regulated under the WPA as BLSF.

### Riverfront Area (310 CMR 10.58)

According to the definition at 310 CMR 10.58(2), Riverfront Area (RFA) is the area of land between a river's mean annual high water and a parallel line measured horizontally. The boundary of RFA is the area of land between a River's mean annual high-water line (MAHWL) measured horizontally outward from the river and a parallel line located 200 feet away. The Mean Annual High-Water Line of a river is the line that is apparent from visible markings or changes in the character of soils or vegetation due to the prolonged presence of water and that distinguishes between predominantly aquic and predominantly terrestrial land. Based on the Act, the Goddard Brook includes a RFA that extends outward, 200 feet, from the delineated Bank/MAHWL, as described above.

# Jurisdictional Wetland Resource Areas – Federal Clean Water Act (Section 404)

The wetland and Goddard Brook located on the site are considered "Waters of the United States," and are therefore subject to the federal Clean Water Act, 33 U.S.C. §1251 et seq (1972). The boundary to "Waters of the United States" is the Vegetated Wetland Boundary, or, in the absence of Vegetated Wetlands, is the Ordinary High-Water Mark (OHWM) for non-tidal rivers and streams, as specified at 33 CFR §328.4. Vegetated wetlands are defined as "those areas that are inundated with or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions." The wetland boundaries previously described in this memo were delineated in accordance with this definition. The US Army Corps of Engineers' *Vegetated Wetland Boundary Delineation Field Data Sheets* are attached documenting evidence of hydrology, soil profile, and hydrophytic vegetation at two data plot locations for Wetlands W1 and W2. The OHWM, as defined at 33 CFR §328.3(c)(6), coincided with MAHWL of the Act for Goddard Brook and was delineated in the field. Work conducted below the boundary of Vegetated Wetlands or OHWM is Subject to Jurisdiction under Section 404 of the Clean Water Act.

# Jurisdictional Wetland Resource Areas – Massachusetts Clean Water Act (Section 401)

The limit of jurisdiction under the Massachusetts Clean Water Act (Section 401), as specified in 314 CMR 9.00, is the limit of Section 404 jurisdiction under the federal Clean Water Act. Exceeding the jurisdictional threshold under 314 CMR 9.00 require filing for a Water Quality Certification under Section 401.

### Summary

For the proposed bridge replacement, a review of the mapped areas and field conditions of the project site found areas subject to protection and/or jurisdiction under the Massachusetts Wetlands Protection Act, the federal Clean Water Act, and the Massachusetts Clean Water Act, on and within 150 feet of the bridge (project site). The boundaries of Bank and BVW were located, flagged, and positions located on the site.

The result of these delineations produced two Bank (BF lines) and two BVW (WF lines) on both the north and south sides of the subject bridge spanning Goddard Brook on Swamp Road. Two distinctly vegetated areas of BVW were observed on the north and south sides of Swamp Road extending away from the bridge and generally well defined and limited by topographical features.

The boundary of BLSF was not delineated in the field but is defined as the estimated maximum lateral extent of flood water which will theoretically result from the statistical 100-year frequency storm. These boundaries can be determined by reference to the most recently available flood profile data prepared for the community within which the work is proposed under the National Flood Insurance Program (NFIP), currently administered by FEMA.

### **References:**

- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. *Classification of Wetlands and Deepwater Habitats of the United States*. United States Fish and Wildlife Service Biological Report 79/31. Washington, D.C.
- Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual, Technical Report* Y-87-1. U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Massachusetts Department of Environmental Protection. 2022. *Massachusetts Handbook for Delineation of Bordering Vegetated Wetlands*. Mass DEP Bureau of Water Resources Wetlands Program Second Edition September, 2022
- Massachusetts Geographical Information Systems Interactive, MassMapper an interactive on-line map for Massachusetts; <u>MassMapper</u>
- New England Hydric Soils Technical Committee. 2018 Version 4, *Field Indicators for Identifying Hydric Soils in New England*. New England Interstate Water Pollution Control Commission, Lowell, MA.
- U.S. Army Corps of Engineers. 2012. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-12-1. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

Appendix A

**Online Site-Related Resources** 

### PROJECT LOCUS MAP

### SWAMP ROAD OVER GODDARD BROOK, MONTAGUE, MA



781-932-3201 www.baysideengineering.com

Attachment 1

## PROJECT LOCUS MAP



SWAMP ROAD OVER GODDARD BROOK, MONTAGUE, MA



781-932-3201 www.baysideengineering.com

Attachment 1



Swamp Rd Montague MA



National Wetlands Inventory (NWI) This page was produced by the NWI mapper



massGIS Wetland Map 2 of 2



National Wetlands Inventory (NWI) This page was produced by the NWI mapper Rare and Endangered Species Habitat





### FIRM Flood Insurance MAP Town of Montague with Locus of Site



Appendix B

Wetland Delineation Field Data Forms

U.S. WETLAND DETERMINATION See ERDC/EL TR-12	Army Corps of Engineers DATA SHEET – Northcentral and I P-1; the proponent agency is CE	Northeast Region ECW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
Project/Site: Bridge # M28-036 Swamp F Applicant/Owner:	Road	City/County: Montague/Fra	anklin Sampling Date: <u>3/16/2024</u> State: MA Sampling Point: W1-U
Investigator(s): Peter Stackhouse		Section, Township,	, Range:
Landform (hillside terrace etc.):	dside_edge.of.streaml.ocal.re	lief (concave convex none).	slight slope concave Slope % 0-3%
	LRA 144A Lat. 42.343	Long72.	
Soll Map Unit Name: Deerfield Loamy F	Ind Sand (256A)		NWI classification: (area adjacent to) R3UBH
Are climatic / hydrologic conditions on the sit	e typical for this time of year?	Yes X	No (If no, explain in Remarks.)
Are Vegetation, Soil, or	Hydrology significantly disturbed	d? Are "Normal Cir	rcumstances" present? Yes X No
Are Vegetation, Soil, or	Hydrology naturally problematic	? (If needed, expla	ain any answers in Remarks.)
SUMMARY OF FINDINGS – Atta	ch site map showing samplin	g point locations, trai	nsects, important features, etc.
Hydrophytic Vegetation Present?	Yes No <u>_X</u>	Is the Sampled Area	
Hydric Soil Present?	Yes No X	within a Wetland?	Yes NoX
Wetland Hydrology Present?	Yes No X	If yes, optional Wetland Site	e ID:
HYDROLOGY			
Wetland Hydrology Indicators:		Sec	condary Indicators (minimum of two required)
Primary Indicators (minimum of one is requ	ired: check all that apply)		Surface Soil Cracks (B6)
Surface Water (A1)	Water-Stained Leaves (B9)		Drainage Patterns (B10)
High Water Table (A2)	Aquatic Fauna (B13)		Moss Trim Lines (B16)
Saturation (A3)	Mari Deposits (B15)		Dry-Season Water Table (C2)
Sediment Denosits (B2)	Oxidized Rhizospheres on L	iving Roots (C3)	Saturation Visible on Aerial Imagery (C9)
Drift Deposits (B3)	Presence of Reduced Iron (0	24)	Stunted or Stressed Plants (D1)
Algal Mat or Crust (B4)	Recent Iron Reduction in Til	ed Soils (C6)	Geomorphic Position (D2)
Iron Deposits (B5)	Thin Muck Surface (C7)		Shallow Aquitard (D3)
Inundation Visible on Aerial Imagery (B	7) Other (Explain in Remarks)		Microtopographic Relief (D4)
Sparsely Vegetated Concave Surface (	B8)		FAC-Neutral Test (D5)
Field Observations:			
Surface Water Present? Yes	No X Depth (inches):		
Water Lable Present? Yes	No X Depth (inches):		drology Brocont? Vac Na Na
(includes capillary fringe)	No X Depth (Inches):	vvetland Hyd	drology Present? Yes No X
Describe Recorded Data (stream gauge m	onitoring well, aerial photos, previous inspe	ctions), if available:	
33-,	, F F, F	,	
Remarks:			

### **VEGETATION** – Use scientific names of plants.

Sampling Point:	W1-U

	Absolute %	Dominant	Indicator	
Tree Stratum (Plot size: 30')	Cover	Species?	Status	Dominance Test worksheet:
1. Pinus strobus	10	Yes	FACU	Number of Dominant Species That
2. Quercus rubra	10	Yes	FACU	Are OBL, FACW, or FAC: 2 (A)
<ol> <li>Ostrya virginiana</li> <li>4.</li> </ol>	5	Yes	FACU	Total Number of Dominant Species Across All Strata: 7 (B)
5.				Descent of Dominant Cossion That Ara
6.				OBL, FACW, or FAC: <u>28.6%</u> (A/B)
7				Prevalence Index worksheet:
	25	=Total Cover		Total % Cover of: Multiply by:
Sapling/Shrub Stratum (Plot size: 15')	1			OBL species 0 x 1 = 0
1. Pinus strobus	20	Yes	FACU	FACW species 15 x 2 = 30
2. Cornus amomum	10	Yes	FACW	FAC species 15 x 3 = 45
3. Lindera benzoin	5	No	FACW	FACU species 55 x 4 = 220
4. Dirca palustris	10	Yes	FAC	UPL species 20 x 5 = 100
5 Rosa multiflora	5	No	FACU	Column Totals: 105 (A) 395 (B)
6				$\frac{1}{2} \frac{1}{2} \frac{1}$
7				
<i>I</i>	E0	T-t-l Oover		Hydropnytic vegetation indicators.
	50	= I otal Cover		1 - Rapid Test for Hydrophytic Vegetation
Herb Stratum (Plot size: 5')				2 - Dominance Test is >50%
1. Scleria triglomerata	5	No	FAC	3 - Prevalence Index is ≤3.0'
2. Cardamine diphylla	5	No	FACU	4 - Morphological Adaptations <sup>1</sup> (Provide supporting
3. Danthonia spicata	20	Yes	UPL	data in Remarks or on a separate sheet)
4	. <u> </u>			Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)
5.				<sup>1</sup> Indicators of hydric soil and wetland hydrology must be present
6.				unless disturbed or problematic.
7.				Definitions of Vegetation Strata:
8.	<b>.</b>			Tree – Woodv plants 3 in. (7.6 cm) or more in diameter at breas
9				height (DBH), regardless of height.
10				Sapling/shrub – Woody plants less than 3 in. DBH and greater
11				than or equal to 3.28 ft (1 m) tall.
12				Herb – All herbaceous (non-woody) plants, regardless of size,
	30	=Total Cover		and woody plants less than 3.28 ft tall.
Woody Vine Stratum (Plot size:)	)			
1				Woody vines – All woody vines greater than 3.28 ft in height.
2.				
3				Hydrophytic
аа				Vegetation Present? Yes No X
4		-Total Cover		
Remarks: (Include photo numbers here or on a separate sheet	i.)			

Aatrix	Redox Features         Color (moist)       %         Type <sup>1</sup> Loc <sup>2</sup> Loc	Texture       Sandy       Sandy       Sandy       Sandy       Sandy	Remarks	
bist) % /2 100 /6 100 /3 100 /3 100 /3	Color (moist)         %         Type1         Loc2	Texture Sandy Sandy Sandy Sandy Sandy	Remarks	
/2 100 /6 100 /3 100 /3 100	Luced Matrix, MS=Masked Sand Grains.	Sandy Sandy Sandy Sandy Sandy		
/6 100 /3 100 /3 100	Luced Matrix, MS=Masked Sand Grains.	Sandy Sandy Sandy		
/3 100 /3 100	Luced Matrix, MS=Masked Sand Grains.	Sandy Sandy		
/3 100	Luced Matrix, MS=Masked Sand Grains.	Sandy		
repletion, RM=Rec	Luced Matrix, MS=Masked Sand Grains.			
Pepletion, RM=Rec	Luced Matrix, MS=Masked Sand Grains.			
Pepletion, RM=Rec	Luced Matrix, MS=Masked Sand Grains.			
repletion, RM=Rec	luced Matrix, MS=Masked Sand Grains.			
Pepletion, RM=Rec	Luced Matrix, MS=Masked Sand Grains.			
lepletion, RM=Rec	luced Matrix, MS=Masked Sand Grains.			
Pepletion, RM=Rec	luced Matrix, MS=Masked Sand Grains.			
repletion, RM=Rec	luced Matrix, MS=Masked Sand Grains.			
epletion, RM=Rec	luced Matrix, MS=Masked Sand Grains.			
epletion, RM=Rec	Luced Matrix, MS=Masked Sand Grains.			
	Dark Surface (S7)	<sup>2</sup> Location: PL=Pore Lini	ng, M=Matrix.	
		2 cm Muck (A10) (	LRR K, L, MLRA 149B)	
	Polyvalue Below Surface (S8) (LRR R,	5 cm Mucky Peat or Peat (S3) (LRR K, L		
	MLRA 149B)	Polyvalue Below St	urface (S8) (LRR K, L)	
	Thin Dark Surface (S9) (LRR R, MLRA 149B)	Thin Dark Surface	(S9) ( <b>LRR K, L</b> )	
	High Chroma Sands (S11) (LRR K, L)	Iron-Manganese Masses (F12) (LRR K, L		
ace (A11)	Loamy Mucky Mineral (F1) (LRR K, L)	Piedmont Floodplai	n Soils (F19) (MLRA 149B)	
	Loamy Gleyed Matrix (F2)	Red Parent Material (F21) (outside MLRA		
	Depleted Matrix (F3)	Very Shallow Dark Surface (F22) Other (Explain in Remarks)		
9B)	Redox Dark Surface (F6)			
)	Depleted Dark Surface (F7)			
,	Redox Depressions (F8)			
	Marl (F10) (LRR K, L)	<sup>3</sup> Indicators of hydro	phytic vegetation and	
	Red Parent Material (E21) (MI RA 145)	wetland bydrolog	ny must be present	
		unless disturbed or problematic.		
d):				
		Hudria Sail Present?	Vac Na V	
		Hydric Soli Present?		
) d):		Redox Depressions (F8)     Marl (F10) (LRR K, L)     Red Parent Material (F21) (MLRA 145)	Redox Depressions (F8)     Marl (F10) (LRR K, L)     Red Parent Material (F21) (MLRA 145)     wetland hydrolog     unless disturbed  Hydric Soil Present?	

U.S. Arm WETLAND DETERMINATION DAT See ERDC/EL TR-12-1; f	y Corps of Engineers A SHEET – Northcentral and N the proponent agency is CE	ortheast Region CW-CO-R	OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
Project/Site: Bridge # M28-036 Swamp Road Applicant/Owner:		City/County: Montague/Fra	nklin Sampling Date: <u>3/16/2024</u> State: MA Sampling Point: W1-W
Investigator(s): Peter Stackhouse		Section. Township.	Range:
Landform (hillside, terrace, etc.): roadside	edge of stream Local reli	ief (concave, convex, none);	slight slope concave Slope %: 0-3%
Subregion (I BB or MI BA):	144A Lat: 42 545		516 Datum:
Soil Man Unit Name: Deerfield Loamy Find S	and (256A)	Long	NW/I classification: area adjacent to R3/IBH
And aligned to the dealers and there are the site that		N X	
Are chimatic / hydrologic conditions on the site type	can lor unis unie of year?		
Are vegetation, Soli, or Hydr	ology	Are Normal Cir	curristances present? Yes X No
Are Vegetation, Soil, or Hydr	ologynaturally problematic?	(If needed, explain	in any answers in Remarks.)
SUMMARY OF FINDINGS – Attach s	ite map showing sampling	point locations, trar	isects, important features, etc.
Hudrophutic Variation Propert?	Voo X No	is the Sampled Area	
Hydrophylic vegetation Present?	Yes X No	within a Wetland?	Yes X No
Wetland Hydrology Present?	Yes X No	If yes, optional Wetland Site	PID:
Remarks: (Explain alternative procedures here of	r in a separate report )		
HYDROLOGY			
Primary Indicators (minimum of one is required:         Surface Water (A1)         High Water Table (A2)         X Saturation (A3)         Water Marks (B1)         Sediment Deposits (B2)         Drift Deposits (B3)         Algal Mat or Crust (B4)         Iron Deposits (B5)         Inundation Visible on Aerial Imagery (B7)         Sparsely Vegetated Concave Surface (B8)         Field Observations:         Surface Water Present?       Yes         Water Table Present?       Yes         Saturation Present?       Yes         Describe Recorded Data (stream gaune monitor	Check all that apply)         Water-Stained Leaves (B9)         Aquatic Fauna (B13)         Marl Deposits (B15)         Hydrogen Sulfide Odor (C1)         Oxidized Rhizospheres on Liv         X         Presence of Reduced Iron (C4)         Recent Iron Reduction in Tille         Thin Muck Surface (C7)         Other (Explain in Remarks)         No       X         No       X         No       X         Depth (inches):         No       X         Depth (inches):         No       X         Depth (inches):         No       X         Depth (inches):         No       X	ving Roots (C3) 4) ad Soils (C6) wetland Hyd	Surface Soil Cracks (B6) Drainage Patterns (B10) Moss Trim Lines (B16) Dry-Season Water Table (C2) Crayfish Burrows (C8) Saturation Visible on Aerial Imagery (C9) Stunted or Stressed Plants (D1) Geomorphic Position (D2) Shallow Aquitard (D3) Microtopographic Relief (D4) FAC-Neutral Test (D5) Prology Present? Yes X No
Remarks: saturated soils within 12 inches of surface		,,	

### **VEGETATION** – Use scientific names of plants.

Sampling Point:	W1-W

Tree Stratum (Plot size: 30')	Absolute %	Dominant Species?	Indicator Status	Dominance Test worksheet:			
1. Pinus strobus	10	Yes	FACU				
2 Quercus rubra	10	Yes	FACU	Are OBL_EACW_or_EAC'	at	4	(A)
3 Ostrva virginiana	5	Yes	FACU			-	_('')
4		100	17.00	Total Number of Dominant Specie Across All Strata:	×s	8	(B)
5.				Percent of Dominant Species Tha	t Are	50.0%	(A/B)
7				Prevalence Index worksheet:		001070	_(//2/)
	25 =	=Total Cover		Total % Cover of:	М	ultiply by:	
Sapling/Shrub Stratum (Plot size: 15'	)			OBL species 5	x 1 =	5	—
1. Cornus amomum	_′ 	Yes	FACW	FACW species 50	x2=	100	_
2 Lindera benzoin	20	Yes	FACW	FAC species 0	x 3 =	0	
3		100		FACU species 30	x 4 =	120	
۵ ۵				LIPL species 0	x 5 =	0	
5				Column Totals: 85	(A)	225	(B)
G				Drovelence Index = P/A =	(~)	225	(D)
7				Frevalence muex - B/A -		2.03	_
<i>.</i>		Tatal Queen		A Denid Test for Undershut	.015.		
Line Original (Distring)	40	= I otal Cover		1 - Rapid Test for Hydrophyt	c vegetatio	n	
Herb Stratum (Plot size: 5')	10			2 - Dominance Test is >50%			
1. Onoclea sensibilis	10	Yes	FACW	X_3 - Prevalence Index is ≤3.0'			
2. Symplocarpus foetidus	5	Yes	OBL	4 - Morphological Adaptation	s' (Provide	supporting	
3. <u>Pteridium aquilinum</u>	5	Yes	FACU	data in Remarks or on a s	eparate sne	eel)	
4.				Problematic Hydrophytic Veg	getation <sup>1</sup> (E	xplain)	
5.				<sup>1</sup> Indicators of hydric soil and wetla	and hydrold	gy must be	presen
6.		. <u></u>		unless disturbed or problematic.			
7				Definitions of Vegetation Strat	a:		
8.				Tree – Woody plants 3 in (7.6 cm	) or more i	n diameter	at broa
9.				height (DBH), regardless of heigh	t.	nulameter	arbica
10.				Cauling/shouts Weads plants is	as then 2 is		lanastan
11.				than or equal to 3.28 ft (1 m) tall.	iss man 3 m	1. Den and	greater
12.				Herb - All berbaceous (non-wood	(v) plante r	onardlass (	ofsiza
	20 =	=Total Cover		and woody plants less than 3.28 ft	tall.	egai aless (	JI 3120,
Woody Vine Stratum (Plot size:	_)						
1				Woody vines – All woody vines of	greater thar	n 3.28 ft in h	eight.
2.				Hydrophytic			
3.				Vegetation			
4.				Present? Yes X	No		
	-	=Total Cover					

Profile Description: (Description: (Descript	ribe to the depth m         Matrix         moist)       %         2 3/4       100         2 3/3       100         2 5/2       100         2 5/2       100	Beeded to document the indicator or confirm the absence of the sector	Texture       Remarks         Sandy
Depth (inches) Color (n 0-2 10YR 2-6 10YR 6-16 10YR 	Matrix           moist)         %           2 3/4         100           2 3/3         100           2 5/2         100           2 5/2         100           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □           □         □	Redox Features           Color (moist)         %         Type1         Loc2           10YR 6/6         20         RM         M           10YR 6/6         20         R         M	Texture     Remarks       Sandy
inches)       Color (n         0-2       10YR         2-6       10YR         6-16       10YR	moist) % 2 3/4 100 2 3/3 100 2 5/2 100 	Color (moist)         %         Type'         Loc'           10YR 6/6         20         RM         M           10YR 6/6         20         RM         M	Texture     Kemarks       Sandy
0-2 10YR 2-6 10YR 6-16 10YR 6-16 10YR 6-16 10YR 10YR 10YR 10YR 10YR 10YR 10YR 10YR	2 3/4 100 2 3/3 100 2 5/2 100 	10YR 6/6         20         RM         M	Sandy Sandy Mottling Present
2-6 10YR 6-16 10YR Type: C=Concentration, D= Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12)	2 3/3 100 2 5/2 100	10YR 6/6 20 RM M	Sandy Mottling Present
6-16 10YR	2 5/2 100	10YR 6/6 RM	Sandy Mottling Present
Type: C=Concentration, D= <b>iydric Soil Indicators:</b> Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12	-Depletion, RM=Red		
Type: C=Concentration, D= Hydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12)	=Depletion, RM=Red		
Type: C=Concentration, D= tydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12	=Depletion, RM=Red		
Type: C=Concentration, D= <b>jydric Soil Indicators:</b> Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12	Depletion, RM=Red		
Type: C=Concentration, D= ydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12)	Depletion, RM=Red		
Type: C=Concentration, D= ydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12	Depletion, RM=Red		
Type: C=Concentration, D= ydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12	Depletion, RM=Red	uced Matrix, MS=Masked Sand Grains.	
Type: C=Concentration, D= ydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12	Depletion, RM=Red	uced Matrix, MS=Masked Sand Grains.	2
Type:       C=Concentration, D=         ydric Soil Indicators:         Histosol (A1)         Histic Epipedon (A2)         Black Histic (A3)         Hydrogen Sulfide (A4)         Stratified Layers (A5)         Depleted Below Dark Su         Thick Dark Surface (A12)	Depletion, RM=Red	uced Matrix, MS=Masked Sand Grains.	
Type: C=Concentration, D=         ydric Soil Indicators:         Histosol (A1)         Histic Epipedon (A2)         Black Histic (A3)         Hydrogen Sulfide (A4)         Stratified Layers (A5)         Depleted Below Dark Su         Thick Dark Surface (A12)	Depletion, RM=Red	uced Matrix, MS=Masked Sand Grains.	2
Fype:         C=Concentration, D=           ydric Soil Indicators:         Histosol (A1)           Histosol (A1)         Histic Epipedon (A2)           Black Histic (A3)         Hydrogen Sulfide (A4)           Stratified Layers (A5)         Depleted Below Dark Su           Thick Dark Surface (A12)         Thick Dark Surface (A12)	Depletion, RM=Red	uced Matrix, MS=Masked Sand Grains.	2
Iydric Soil Indicators: Histosol (A1) Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12			Location: PL=Pore Lining, M=Matrix.
Histic Epipedon (A2) Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12		Dark Surface (SZ)	Indicators for Problematic Hydric Soils":
Black Histic (A3) Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12		Dark Surface (S7)	5 cm Mucky Post or Post (S3) (LPP K L P)
Hydrogen Sulfide (A4) Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12		MI RA 149B)	Polyvalue Below Surface (S8) (LRR K, L)
Stratified Layers (A5) Depleted Below Dark Su Thick Dark Surface (A12		Thin Dark Surface (SQ) (I RR R MI RA 149B)	Thin Dark Surface (S9) (LRR K L)
Depleted Below Dark Su Thick Dark Surface (A12		High Chroma Sands (S11) (I BB K I)	Iron-Manganese Masses (E12) (LRR K L R)
Thick Dark Surface (A12	Inface (A11)	Loamy Mucky Mineral (E1) (LRR K L)	Piedmont Eloodalain Soils (E19) (MI RA 1498)
THICK Dark Surface (A12	2)	Loamy Gloved Matrix (E2)	Red Parent Material (E21) (outside MLRA 1450)
Masia Spedia (A17)	2)	Loany Gleyed Matrix (12)	Voru Shellow Dark Surface (E22)
	495)	Depleted Matrix (F3)	
(MLRA 144A, 145, 1	149B)	Redox Dark Surface (F6)	Other (Explain in Remarks)
Sandy Mucky Mineral (S	S1)	Depleted Dark Surface (F7)	
Sandy Gleyed Matrix (S	:4)	Redox Depressions (F8)	
X Sandy Redox (S5)		Marl (F10) (LRR K, L)	<sup>3</sup> Indicators of hydrophytic vegetation and
Stripped Matrix (S6)		Red Parent Material (F21) (MLRA 145)	wetland hydrology must be present,
			unless disturbed or problematic.
Type:	/ed):		
Depth (inches):			Hydric Soil Present? Yes X No
emarks:			

WETLAND DETER See ERDC/	U.S. Army Con MINATION DATA SHE 'EL TR-12-1; the pr	rps of Engineers EET – Northcentral and N roponent agency is CE	Northeast Regio	on	OMB Control #: 0 Requirement Co (Authority: AR 3	710-0024, Exp: 11/30/2024 ntrol Symbol EXEMPT: 335-15, paragraph 5-2a)
Project/Site: Bridge # M28-0	036 Swamp Road		City/County: M	ontaque/Frank	lin	Sampling Date: 3/16/2024
Applicant/Owner	•		· · · <u> </u>	0	State: MA	Sampling Point: W2-L
Investigator(s): Poter Stackh	01/50		Section	Township P	2000:	
reler Slacki	ouse		Section	i, Township, r.		
Landform (hillside, terrace, etc.)	roadside to edge	of stream Local re	ellet (concave, conv	/ex, none):	slight slope concave	Siope %: 0-3
Subregion (LRR or MLRA):	LRR R, MLRA 144A	Lat: <u>42.545</u>	I	Long: <u>-72.51</u>	6	Datum:
Soil Map Unit Name: Deer	ield Loamy Find Sand (25	6A)		N	WI classification:	(area adjacent to) R3UBH
Are climatic / hydrologic condition	ons on the site typical for t	his time of year?	Yes	Х	No (If no, exp	lain in Remarks.)
Are Vegetation, Soil	, or Hydrology	significantly disturbed	d? Are "	'Normal Circu	mstances" present?	Yes X No
Are Vegetation , Soil	, or Hydrology	naturally problematic	? (If ne	eded, explain	any answers in Remark	(S.)
SUMMARY OF FINDING	GS – Attach site m	ap showing samplin	g point locatio	ons, trans	ects, important f	eatures, etc.
Hydrophytic Vegetation Presen	t? Ye	s No X	Is the Sampled	d Area		
Hydric Soil Present?	Ye	s No X	within a Wetla	nd?	Yes	No X
Wetland Hydrology Present?	Ye	s No X	If yes, optional V	Wetland Site I	D:	
HYDROLOGY						
Wetland Hydrology Indicato	rs:			Secon	dary Indicators (minimu	um of two required)
Primary Indicators (minimum	of one is required: check a	all that apply)		S	urface Soil Cracks (B6)	. ,
Surface Water (A1)		Water-Stained Leaves (B9)		D	rainage Patterns (B10)	
High Water Table (A2)		Aquatic Fauna (B13)		N	loss Trim Lines (B16)	
Saturation (A3)		Marl Deposits (B15)		D	ry-Season Water Table	e (C2)
Water Marks (B1)		Hydrogen Sulfide Odor (C1)	iving Poots (C2)	C	rayfish Burrows (C8)	al Imagany (CQ)
Drift Deposits (B3)		 Presence of Reduced Iron ((			tunted or Stressed Plant	ar imagery (C9)
Algal Mat or Crust (B4)		Recent Iron Reduction in Til	ed Soils (C6)	G	eomorphic Position (D2	2)
Iron Deposits (B5)		Thin Muck Surface (C7)		s	hallow Aquitard (D3)	-,
Inundation Visible on Aeria	I Imagery (B7)	Other (Explain in Remarks)		N	licrotopographic Relief (	(D4)
Sparsely Vegetated Conca	ave Surface (B8)			F.	AC-Neutral Test (D5)	
Field Observations:						
Surface Water Present?	Yes N	o X Depth (inches):	[			
Water Table Present?	Yes N	o X Depth (inches):	[		=	
Saturation Present?	Yes N	o X Depth (inches):	w	etland Hydro	ology Present?	Yes <u>No X</u>
(includes capillary tringe)		Leaviel photos	otiono) if!!-!!			
Describe Recorded Data (strea	am gauge, monitoring wei	r, aertai priotos, previous irispe	cuons), il avallable			
Remarks:						

### **VEGETATION** – Use scientific names of plants.

Sampling Point:	W2-U
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	Absolute %	Dominant	Indicator				
Tree Stratum (Plot size: 30')	Cover	Species?	Status	Dominance Test worksheet	:		
1. Tsuga canadensis	30	Yes	FACU	Number of Dominant Species	That		
2. Pinus strobus	10	Yes	FACU	Are OBL, FACW, or FAC:		3	(A)
3. Acer saccharum	10	Yes	FACU	Total Number of Dominant Sr	eries		
4. Quercus rubra	10	Yes	FACU	Across All Strata:		11	(B)
5				Percent of Dominant Species OBL, FACW, or FAC:	That Are	27.3%	(A/B)
7				Prevalence Index worksheet	. –		()
		Total Cover		Total % Cover of:		Aultiply by:	
Sanling/Shruh Stratum (Plot size: 15	)					0	
1 Acer rubrum	, 10	Yes	FAC	EACW species 5	x2=	10	
	10	Vee	EACU	EAC apopion 15	^2=	45	
2. Findere herzein		Vee		FAC species 13		40	
3. Lindera benzoin	5	res	FACW	FACU species 80	x 4 =	320	
4.				UPL species 10	x 5 =	50	
5.				Column Totals: 110	(A)	425	(B)
6				Prevalence Index = B	/A =	3.86	_
7.				Hydrophytic Vegetation Inc	licators:		
	25 =	=Total Cover		1 - Rapid Test for Hydrop	hytic Vegetat	tion	
Herb Stratum (Plot size: 5')				2 - Dominance Test is >	60%		
1. Scleria triglomerata	5	Yes	FAC	3 - Prevalence Index is ≤	3.0 <sup>1</sup>		
2. Cardamine diphylla	5	Yes	FACU	4 - Morphological Adapta	tions <sup>1</sup> (Provid	le supporting	1
3. Diphasiastrum digitatum	10	Yes	UPL	data in Remarks or or	a separate s	heet)	
4. Pteridium aquilinum	5	Yes	FACU	Problematic Hydrophytic	Vegetation <sup>1</sup> (	Explain)	
5.				<u> </u>			
6.				unless disturbed or problemat	etiand hydro	logy must be	e present
7.				Definitions of Vegetation S	trata:		
8							
9.				height (DBH), regardless of he	ecm) or more eiaht.	e in diameter	at breas
10							
11.				than or equal to 3.28 ft (1 m) ta	ts less than 3 all.	In. DBH and	i greater
12							
12.		-Total Cavor		Herb – All herbaceous (non-w	roody) plants,	regardless o	of size,
	20			and woody plants less than 3.2	o il lali.		
Weeds Vine Chrotum (Distaire)	)					0.00.0.1	
Woody Vine Stratum (Plot size:						on '3 '28 ff in h	heinaht
Woody Vine Stratum         (Plot size:           1.				woody vines – All woody vin	es greater tha	an 3.20 it in i	loigint.
Woody Vine Stratum         (Plot size:           1.				Hydrophytic	es greater tha	an 5.20 it in fi	loight.
Woody Vine Stratum         (Plot size:           1.				Hydrophytic Vegetation	es greater tha	an 3.20 it in fi	loigint.
Woody Vine Stratum         (Plot size:           1.				Hydrophytic Vegetation Present? Yes	es greater tha	<u>x</u>	loignt.

Profile Description: (Description: (Descrip	Drafile Door								VV2-U
Depth         Matrix         Redux Fedures           (inches)         Color (moist)         %         Color (moist)         %         Texture         Remarks           0-3         10YR 33         100	Profile Descript	tion: (Describe to the	e depth need	ded to document the in	dicator or confi	rm the ab	sence of indicators.)		
United (note)         Out         (note)         (note)         (note)           0-3         10VR 34         100         Sandy         Sandy           9-16         10VR 53         100         Sandy         Sandy           16-24         10VR 63         100         Sandy         Sandy           17ype: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.         *Location: PL=Pore Lining, M=Matrix, IMPAria Solifacia (SA)           Histosol (A1)         Dark Surface (SB) (LRR R, IMR A 1498)         Sond Mucky Matrix, ISA           Histosol (A2)         Dark Surface (SB) (LRR R, IMR A 1498)         Sond Mucky Matrix, ISA           Histosol (A1)         Dark Surface (SB) (LRR R, L)         Depletion Pact (SB) (LRR K, L, R)           Polyatel belacy Surface (SU (LRR K, L)         Thin Dark Surface (SB) (LRR K, L)         Thin Dark Surface (SB) (LRR K, L)           Strat	Depth (inches)	Matrix Color (moist)	%	Redox F	eatures % Type <sup>1</sup>		Texture	Remark	c
0.3         10/H 34         0.0		10VD 3/4	100		<u>/0 Турс</u>		Sandri	Remark	.0
3-9         10/R 3/3         100	0-3	10YR 3/4	100				Sandy		
9-16         10YR 53         100         Sandy           16-24         10YR 63         100         Sandy           17/pe: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.         *1Location: PL=Pore Lining, M=Matrix.           Hydric Soil Indicators:         Indicators of Problematic Hydric Soils <sup>3</sup> :         2 cm Muck (701 (LRR K, L, MIRA 149B)           Histos (1/1)         Dark Surface (S1) (LRR R, MLRA 149B)         Stratified Layers (A5)         Thin Dark Surface (S1) (LRR K, L)           17/pe: (MLRA 1444, 445, 445, 445, 445, 445, 445, 445	3-9	10YR 3/3	100			•	Sandy		
16-24         10YR 6/3         100         Sandy           16-24         10YR 6/3         100         Sandy           11         10         Sandy         Sandy           11         Sandy         Sandy         Sandy	9-16	10YR 5/3	100				Sandy		
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix. <sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.       Indicators for Problematic Hydric Solis <sup>1</sup> : <sup>1</sup> Histic Epipedon (A2)       Polyvalue Below Surface (S3) (LRR R, Black Histic (A3)       MLRA 1498)         Histic Epipedon (A2)       Polyvalue Below Surface (S6) (LRR R, MLRA 1498)       Sorm Muck (A10) (LRR K, L, R)         Brack Histic (A3)       MLRA 1498)       Thin Dark Surface (S6) (LRR K, L)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)       Thin Dark Surface (S0) (LRR K, L)         Depleted Below Dark Surface (A11)       Leamy Gleyed Matrix (F2)       Red Parent Material (F21) (outside MLRA 1498)         Mesic Spocie (A17)       Depleted Matrix (F2)       Sandy Mucky Mineral (F10)       Red Parent Material (F21) (MLRA 1495)         Sardy Mucky Mineral (S1)       Depleted Dark Surface (F6)       Other (Explain in Remarks)       Sandy Nucky Mineral (S1)         Sardy Redox (S5)       Matri (F10) (LRR K, L) <sup>3</sup> Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (If observed):       Type:       Heigh Chrones:       No. X         Type:       Depleted Matrix (S6)       Red Parent Material (F21) (MLRA 145)       No. X         Remarks:       Parent M	16-24	10YR 6/3	100				Sandy		
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>1</sup> Location: PL=Pore Lining, M=Matrix.         Histosol (A1)									
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soll Indicators:       Indicators for Problematic Hydric Solis <sup>2</sup> :         Histic Epipedon (A2)       Polyvalue Below Surface (S9) (LRR R, MLRA 149B)         Black Histic (A3)       MLRA 149B)         Hydric Soll Indicators:       2 cm Muck (A10) (LRR K, L, R)         Hydric Soll Micea (A4)       Thin Dark Surface (S9) (LRR R, MLRA 149B)         Straffied Layers (A5)       High Chroma Sands (S11) (LRR K, L)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Depleted Social (A17)       Depleted Matrix (F2)         Mesic Spotic (A17)       Depleted Dark Surface (F7)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Mucky (S6)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         Very Shallow Dark Surface (F7)       *         Sandy Mucky Mineral (S12)       Polyatuse be present, unless disturbed or problematic.         Restrictive Layer (If observed):       Type:         Type:									
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>2</sup> :         Histosol (A1)       Dark Surface (S7)         Black Histic (A2)       Polyvalue Bdow Surface (S8) (LRR R, MLRA 149B)         Hydrogen Sulfide (A4)       Thin Dark Surface (S9) (LRR R, MLRA 149B)         Hydrogen Sulfide (A4)       Thin Dark Surface (S9) (LRR R, L)         Polyvalue Below Dark Surface (A11)       Loamy Undexly Mieral (F1) (LRR K, L)         Depleted Below Dark Surface (A12)       Loamy Gleyed Matrix (F2)         Misci Spotic (A17)       Depleted Matrix (F3)         Mesic Spotic (A17)       Depleted Matrix (F3)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F6)         Sandy Redox (S5)       Marl (F10) (LRR K, L)         Stripped Matrix (S4)       Red Parent Material (F21) (MLRA 145)         Stripped Matrix (S6)       Marl (F10) (LRR K, L)         Depleted Matrix (S6)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Marl (F21) (MLRA 145)         Depleted Matrix (S6)       Marl (F21) (MLRA 145)         Wetland Typicrophytic vegetation and wetland Typicrology must be present, urless disturbed or pro									
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix. <sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.       Indicators:         Histosol (A1)						•			
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>5</sup> :         Histos (A1)       Dark Surface (S7)         Histos (A2)       Polyvalue Below Surface (S8) (LRR R,         Black Histic (A3)       MLRA 149B)         Hydrigen Sulfide (A4)       Thin Dark Surface (S9) (LRR R, MLRA 149B)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Thick Dark Surface (A12)       Loamy Gleyed Matrix (F2)         Mesic Spodic (A17)       Depleted Matrix (F2)         Mesic Spodic (A17)       Depleted Matrix (F2)         Sandy Mucky Mineral (S1)       Depleted Matrix (F2)         Sandy Gleyed Matrix (S4)       Red Parent Material (F21) (MLRA 145)         Stripped Matrix (S6)       Marl (F10) (LRR K, L)         Type:				<u> </u>			·		
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>3</sup> :         Histic Epideon (A2)       Polyvalue Below Surface (S8) (LRR R, MLRA 149B)         Histic CA3)       MLRA 149B)         Hydric Soil Indicators:       2 cm Muck (A10) (LRR K, L, MRA 149B)         Hydrogen Sufface (A3)       MLRA 149B)         Hydrogen Sufface (A4)       Thin Dark Surface (S9) (LRR K, L)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Depleted Below Dark Surface (A12)       Loamy Gleyed Matrix (F2)         Mesic Sopoic (A17)       Depleted Matrix (F3)         Mesic Sopoic (A17)       Depleted Matrix (F3)         Marca (S5)       Mark (F10) (LRR K, L)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F6)         Sandy Gleyed Matrix (S6)       Med Parent Material (F21) (MLRA 145)         Stripped Matrix (S6)       Med Parent Material (F21) (MLRA 145)         Type:									
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>3</sup> :         Histic Epipedon (A2)       Polyvalue Below Surface (S8) (LRR R,         Black Histic (A3)       MLRA 149B)         Hydrogen Sulfide (A4)       Thin Dark Surface (S9) (LRR R, MLRA 149B)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)         Depleted Below Dark Surface (A12)       Loamy Mucky Mineral (F1) (LRR K, L)         Mesic Spodic (A17)       Depleted Matrix (F3)         Sandy Mucky Mineral (S1)       Depleted Matrix (F3)         Sandy Mucky Mineral (S1)       Depleted Parent Material (F21) (outside MLRA 145)         Sandy Mucky Mineral (S1)       Depleted Parent Material (F21)         Sandy Mucky Mineral (S6)       Mari (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         wetland hydrology must be present, unless disturbed or problematic.         Trick Date:       Thin Date:         Depleted Date:       Yes         No<_X						·			
<sup>1</sup> Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>3</sup> :         Histic Epipedon (A2)       Polyvalue Below Surface (S8) (LRR R, MLRA 149B)         Black Histic (A3)       MLRA 149B)         Hydrogen Suffide (A4)       Thin Dark Surface (S9) (LRR R, MLRA 149B)         Depleted Below Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Depleted Below Dark Surface (A12)       Loamy Gleyed Matrix (F3)         Mesic Spodic (A17)       Depleted Matrix (F3)         Matrix (S4)       Redox Dark Surface (F7)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Gleyed Matrix (S4)       Red Parent Material (F21) (MLRA 145)         Watrix (S6)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         West disturbed or problematic       Yes									
Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. <sup>2</sup> Location: PL=Pore Lining, M=Matrix.         Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>3</sup> :         Histosol (A1)       Dark Surface (S7)         Black Histic (A3)       MLRA 149B)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Thick Dark Surface (A12)       Loamy Gleyed Matrix (F2)         Mexic Spoit (A17)       Depleted Matrix (F3)         Mexic Soil (A17)       Depleted Matrix (F3)         Mesic Soil (A17)       Depleted Matrix (F3)         Mesic Soil (A17)       Depleted Matrix (F2)         Mesic Soil (A17)       Depleted Matrix (F3)         Mesic Soil (A17)       Depleted Dark Surface (F6)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Gleyed Matrix (S4)       Redox Dark Surface (F7)         Sandy Redox (S5)       Marl (F10) (LRR K, L)         Singped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         Wetiand hydrology must be present, unless disturbed or problematic.         Type:									
Hydric Soil Indicators:       Indicators for Problematic Hydric Soils <sup>3</sup> :         Histosol (A1)       Dark Surface (S7)         Histic Epipedon (A2)       Polyvalue Below Surface (S8) (LRR R, Black Histic (A3)       MLRA 149B)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)       Polyvalue Below Surface (S9) (LRR K, L)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)       Inon-Manganese Masses (F12) (LRR K, L, R)         Polptede Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)       Polyvalue Below Surface (S9) (LRR R, L, R)         Thick Dark Surface (A12)       Loamy Gleyed Matrix (F2)       Red Parent Material (F21) (outside MLRA 149B)         Mesic Spodic (A17)       Depleted Matrix (F3)       Very Shallow Dark Surface (F22)         (MLRA 144A, 145, 149B)       Redox Dark Surface (F6)       Other (Explain in Remarks)         Sandy Gleyed Matrix (S4)       Redox Depressions (F8)       Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:	<sup>1</sup> Type: C=Conc	centration, D=Depletion,	RM=Reduc	ed Matrix, MS=Masked S	Sand Grains.		<sup>2</sup> Location: PL=Pore	Lining, M=Matrix.	
Histosol (A1)       Dark Surface (S7)       2 cm Muck (A10) (LRR K, L, MLRA 149B)         Histic Epipedon (A2)       Polyvalue Below Surface (S8) (LRR R, Black Histic (A3)       MLRA 149B)         Hydrogen Sulfide (A4)       Thin Dark Surface (S9) (LRR R, MLRA 149B)       Polyvalue Below Surface (S9) (LRR K, L)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)       Ion-Manganese Masses (F12) (LRR K, L, R)         Depleted Below Dark Surface (A12)       Loamy Mucky Mineral (F1) (LRR K, L)       Piedmont Floodplain Soils (F19) (MLRA 149B)         Mesic Spodic (A17)       Depleted Matrix (F2)       Red Parent Material (F21) (outside MLRA 145)         Mesic Spodic (A17)       Depleted Dark Surface (F6)       Other (Explain in Remarks)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)       Sandy Redox (S5)         Sandy Redox (S5)       Marl (F10) (LRR K, L)       3 Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:       Depletied I(rches):       Yes       No       X         Remarks:       Merk Name       Remarks:       Hydric Soil Present?       Yes       No       X	Hydric Soil Ind	licators:					Indicators for Prob	lematic Hydric Soi	s <sup>3</sup> :
Initial Capited Deck Wishinger (S2)       Initial Capited Below Sulfade (S3) (LRK K, L, K)         Black Histic (A3)       MLRA 149B)         Hydrogen Sulfade (A4)       Thin Dark Surface (S9) (LRR K, L)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Thick Dark Surface (A12)       Loamy Gleyed Matrix (F2)         Mesic Spodic (A17)       Depleted Matrix (F3)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Redox (S5)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         Restrictive Layer (if observed):       Type:         Type:       Depth (inches):         Depth (inches):       Yes         Merand Natrix (S2)       Yes         No       X         Remarks:       No	Histosol (A	(1) Indep (A2)	_	Dark Surface (S7)	faaa (C0) (L <b>DD</b>	-	2 cm Muck (A10) (LRR K, L, MLRA 149		
Bidder Hielder (Hd)       Thin Dark Surface (S9) (LRR R, MLRA 149B)         Hydrogen Sulfide (A4)       Thin Dark Surface (S9) (LRR K, L)         Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)         Thin Dark Surface (A12)       Loamy Gleyed Matrix (F2)         Mesic Spodic (A17)       Depleted Matrix (F3)         Redox Dark Surface (F6)       Redox Dark Surface (F7)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Redox (S5)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         Westard Hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:         Type:	Black Histic	edon (A2) c (A3)	-	MIRA 149B)	race (58) (LRR I	ς,	5 cm Mucky Pe	at of Peat (S3) (LRP v Surface (S8) (LRP	(K, L, K) (K I)
Stratified Layers (A5)       High Chroma Sands (S11) (LRR K, L)       Inon-Manganese Masses (F12) (LRR K, L, R)         Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)       Piedmont Floodplain Soils (F19) (MLRA 149B)         Thick Dark Surface (A12)       Loamy Gleyed Matrix (F2)       Red Parent Material (F21) (outside MLRA 145)         Mesic Spodic (A17)       Depleted Matrix (F3)       Very Shallow Dark Surface (F22)         (MLRA 144A, 145, 149B)       Redox Dark Surface (F6)       Other (Explain in Remarks)         Sandy Gleyed Matrix (S4)       Redox Depressions (F8)       Other (Explain in Remarks)         Stripped Matrix (S6)       Marl (F10) (LRR K, L)       alndicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:	Hydrogen S	Sulfide (A4)		Thin Dark Surface (S	39) (LRR R. MLI	RA 149B)	Thin Dark Surfa	ce (S9) (LRR K. L)	( <b>K</b> , <b>L</b> )
Depleted Below Dark Surface (A11)       Loamy Mucky Mineral (F1) (LRR K, L)       Piedmont Floodplain Soils (F19) (MLRA 149B)         Thick Dark Surface (A12)       Loamy Gleyed Matrix (F2)       Red Parent Material (F21) (outside MLRA 145)         Mesic Spodic (A17)       Depleted Matrix (F3)       Very Shallow Dark Surface (F22)         (MLRA 144A, 145, 149B)       Redox Dark Surface (F6)       Other (Explain in Remarks)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)       Sandy Redox (S5)         Sandy Redox (S5)       Marl (F10) (LRR K, L)       alndicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:	Stratified La	avers (A5)	-	High Chroma Sands	(S11) (LRR K, L	_)	Iron-Manganese Masses (F12) (LRR K, L, R		
Thick Dark Surface (A12)       Loamy Gleved Matrix (F2)       Red Parent Material (F21) (outside MLRA 145)         Mesic Spodic (A17)       Depleted Matrix (F3)       Very Shallow Dark Surface (F22)         (MLRA 144A, 145, 149B)       Redox Dark Surface (F6)       Other (Explain in Remarks)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)       Sandy Redox (S5)       Marl (F10) (LRR K, L)         Sandy Redox (S5)       Marl (F10) (LRR K, L) <sup>3</sup> Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:	Depleted Br	elow Dark Surface (A11	) –	Loamy Mucky Miner	al (F1) (LRR K,	, L)	Piedmont Floodplain Soils (F19) (MLRA 149		
Mesic Spodic (A17)       Depleted Matrix (F3)       Very Shallow Dark Surface (F22)         (MLRA 144A, 145, 149B)       Redox Dark Surface (F6)       Other (Explain in Remarks)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Gleyed Matrix (S4)       Redox Depressions (F8)         Sandy Redox (S5)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):       Type:         Depth (inches):       Hydric Soil Present?       Yes       No       X         Remarks:       Remarks:       Hydric Soil Present?       Yes       No       X	 Thick Dark	Surface (A12)	,	Loamy Gleyed Matrix	x (F2)	,	Red Parent Material (F21) (outside MLRA 1		
(MLRA 144A, 145, 149B)       Redox Dark Surface (F6)       Other (Explain in Remarks)         Sandy Mucky Mineral (S1)       Depleted Dark Surface (F7)         Sandy Gleyed Matrix (S4)       Redox Depressions (F8)         Sandy Redox (S5)       Marl (F10) (LRR K, L)         Stripped Matrix (S6)       Red Parent Material (F21) (MLRA 145)         wetland hydrology must be present, unless disturbed or problematic.         Restrictive Layer (if observed):         Type:         Depth (inches):         Memarks:	Mesic Spod	dic (A17)	_	Depleted Matrix (F3)	)		Very Shallow Dark Surface (F22)		
Sandy Mucky Mineral (S1)Depleted Dark Surface (F7)Sandy Gleyed Matrix (S4)Redox Depressions (F8)Sandy Redox (S5)Marl (F10) (LRR K, L)^3 Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.  Restrictive Layer (if observed): Type: Depth (inches): Hydric Soil Present? Yes NoX  Remarks:	(MLRA	. 144A, 145, 149B)	_	Redox Dark Surface	(F6)		Other (Explain i	n Remarks)	
Sandy Gleyed Matrix (S4)Redox Depressions (F8) Sandy Redox (S5)Marl (F10) (LRR K, L) <sup>3</sup> Indicators of hydrophytic vegetation and Net Parent Material (F21) (MLRA 145) wetiand hydrology must be present, unless disturbed or problematic. Restrictive Layer (if observed): Type: Depth (inches): Hydric Soil Present? Yes NoX Remarks:	Sandy Muc	ky Mineral (S1)	_	Depleted Dark Surface	ce (F7)				
Sandy Redox (S5)Marl (F10) (LRR K, L) <sup>3</sup> Indicators of hydrophytic vegetation and wetiand hydrology must be present, unless disturbed or problematic.  Restrictive Layer (if observed): Type: Depth (inches): Hydric Soil Present? Yes NoX  Remarks:	Sandy Gley	/ed Matrix (S4)	_	Redox Depressions (	(F8)				
Stripped Matrix (S6)Red Parent Material (F21) (MLRA 145) wetland hydrology must be present, unless disturbed or problematic.  Restrictive Layer (if observed): Type: Depth (inches): Hydric Soil Present? Yes NoX Remarks:	Sandy Redo	ox (S5)	-	Marl (F10) (LRR K,	L)		<sup>3</sup> Indicators of hy	drophytic vegetation	and
Restrictive Layer (if observed):	Stripped Ma	atrix (S6)	-	Red Parent Material	(F21) <b>(MLRA 14</b>	5)	wetland hydr	ology must be prese	nt,
Type:	Postrictivo Lav	(or (if observed):					unless distur	bed or problematic.	
Depth (inches):	Restrictive Law	er (il observed).							
Remarks:	Type:						Hydric Soil Present?	Yes	No X
	Type:	nes):					•		
	Type: Depth (inch	nes):							
	Type: Depth (inch Remarks:	nes):							
	Type: Depth (inch Remarks:	nes):							
	Type: Depth (inch Remarks:	nes):							
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	Type: Depth (inch Remarks:	nes):							
	Type: Depth (inch Remarks:	nes):							

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R			OMB Control #: 0710-0024, Exp: 11/30/2024 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
Project/Site: Bridge # M28-036 Swan	np Road	City/County: Montague/Fra	anklin Sampling Date: 3/16/2024
Applicant/Owner:			State: MA Sampling Point: W2-W
		Castion Township	
Investigator(s). <u>Peter Stackhouse</u>		Section, Township,	, Range.
Landform (hillside, terrace, etc.):	roadside to edge of stream Local re	elief (concave, convex, none):	concave Slope %: 0-3%
Subregion (LRR or MLRA): LRR F	, MLRA 144A Lat: <u>42.545</u>	Long: <u>-72</u>	.516 Datum:
Soil Map Unit Name: Deerfield Loan	iy Find Sand (256A)		NWI classification: (area adjacent to) R3UBH
Are climatic / hydrologic conditions on the	site typical for this time of year?	Yes X	No (If no, explain in Remarks.)
Are Vegetation , Soil	, or Hydrology significantly disturbe	d? Are "Normal Ci	rcumstances" present? Yes X No
Are Vegetation Soil	or Hydrology naturally problematic	? (If needed, expla	ain any answers in Remarks.)
SUMMARY OF FINDINGS – A	ttach site map showing samplin	g point locations, trai	nsects, important features, etc.
Hydrophytic Vegetation Present?	Yes X No	Is the Sampled Area	
Hydric Soil Present?	Yes X No	within a Wetland?	Yes X No
Wetland Hydrology Present?	Yes <u>X</u> No	If yes, optional Wetland Site	e ID:
HYDROLOGY			
Wetland Hydrology Indicators:		Sec	condary Indicators (minimum of two required)
Primary Indicators (minimum of one is	equired: check all that apply)		Surface Soil Cracks (B6)
Surface Water (A1)	Water-Stained Leaves (B9)		Drainage Patterns (B10)
X High Water Table (A2)	Aquatic Fauna (B13)		Moss Trim Lines (B16)
X Saturation (A3)	Marl Deposits (B15)		Dry-Season Water Table (C2)
Water Marks (B1)	Hydrogen Sulfide Odor (C1)	)	Crayfish Burrows (C8)
Sediment Deposits (B2)	Oxidized Rhizospheres on L	Living Roots (C3)	Saturation Visible on Aerial Imagery (C9)
Drift Deposits (B3)	A Presence of Reduced Iron (	U4)	Stunted of Stressed Plants (D1)
Iron Deposits (B5)	Thin Muck Surface (C7)		Shallow Aquitard (D3)
Inundation Visible on Aerial Imager	(B7) Other (Explain in Remarks)		Microtopographic Relief (D4)
Sparsely Vegetated Concave Surfa	ce (B8)	X	FAC-Neutral Test (D5)
Field Observations:			_
Surface Water Present? Yes	No X Depth (inches):		
Water Table Present? Yes	X No Depth (inches):	6	
Saturation Present? Yes	X No Depth (inches):	5 Wetland Hyd	drology Present? Yes X No
(includes capillary fringe)			
Describe Recorded Data (stream gauge	, monitoring well, aerial photos, previous inspe	ections), if available:	
Remarks:			
### **VEGETATION** – Use scientific names of plants.

Samping Fond. W	2

								<u></u>
	Absolute %	Dominant	Indicator					
ree Stratum (Plot size: 30')	Cover	Species?	Status	Dominance Test w	orksheet:			
Tsuga canadensis	30	Yes	FACU	Number of Dominar	nt Species That			
Betula alleghaniensis	20	Yes	FAC	Are OBL, FACW, or	FAC:		5	_(A)
Quercus alba	10	No	FACU	Total Number of Do	minant Species			
				Across All Strata:			6	(B)
				Percent of Dominan	* Species That A	iro	_	-
	······································			OBL, FACW, or FAC	C:	33	83. <u>3%</u>	(A/B
	•			Prevalence Index w	vorksheet:			<u> </u>
	60 =	=Total Cover		Total % Cov	er of:	Mu	Itiply by:	
enling/Shrub Stratum (Plot size: 15'	۱			OBL species	0	× 1 =	0	—
Acor rubrum	.) 10	Yes	FAC	EACW species	45	~ · _	90	—
	10	Voc	EACW		20	× 2		
	iv	<u>tes</u>	FACW	FAC species		x	190	—
Lindera benzoin		No	FACVV	FACU species	45	x 4 =	ີ່ງຊາງ	—
Tsuga canadensis	5	No	FACU	UPL species	0	x 5 =	0	—
				Column Totals:	120	(A) _	360	(
				Prevalence I	ndex = B/A =		3.00	
				Hydrophytic Veget	ation Indicator	rs:		
	30 =	=Total Cover		1 - Rapid Test f	or Hydrophytic	Vegetatior	n	
erb Stratum (Plot size:5')	_			X 2 - Dominance	Test is >50%			
Rubus hispidus	20	Yes	FACW	X 3 - Prevalence	Index is ≤3.0 <sup>1</sup>			
Onoclea sensibilis	10	Yes	FACW	4 - Morphologic	al Adaptations <sup>1</sup>	(Provide :	supporting	
Oncore Constant				data in Rem	arks or on a sep	arate she	et)	
				Broblematic Hy		(F)	nicin)	
				FIUDICITIAUCTY	diopinyue vegen	alion (LA	(piairi)	
				<sup>1</sup> Indicators of hydric	soil and wetland	1 hydrolog	gy must be	pres
				unless disturbed or p	problematic.			
				Definitions of Vege	etation Strata:			
				Tree - Woody plants	s 3 in. (7.6 cm) c	or more ir	n diameter	at br
				height (DBH), regard	dless of height.			
).				Sapling/shrub – W	oody plants less	s than 3 in	1. DBH and	grea
1				than or equal to 3.28	ft (1 m) tall.			5
2				Herb – All herbacec	wis (non-woody)	nlants, re	enardless (	of siz
	30 =	-Total Cover		and woody plants les	ss than 3.28 ft tal	рала, II.		10.
/oody <u>Vine Stratum</u> (Plot size:	)							
	ı'			Woodv vines – All	woodv vines gre	ater than	3 28 ft in h	eigh
					1000,	u.c.	0.22	<u>~-</u>
				Hydrophytic				
				Vegetation	V-a V	No		
				Present :	res <u>~</u>	NO_		
	_	Total Cover						

		camping conta 112
ofile Description: (Describe to the depth	needed to document the indicator or confirm the a	absence of indicators.)
epth Matrix	Redox Features	
nches) Color (moist) %	Color (moist) % Type <sup>1</sup> Loc <sup>2</sup>	Texture Remarks
0-4 10YR 3/2 100	·	Sandy
4-16 10YR 3/1 100	5YR 5/4 20 RM M	Sandy
		· ·
		· · · · · · · · · · · · · · _ · · _ /
ype: C=Concentration, D=Depletion, RM=R	educed Matrix, MS=Masked Sand Grains.	<sup>2</sup> Location: PL=Pore Lining, M=Matrix.
dric Soil Indicators:	Dork Surface (SZ)	Indicators for Problematic Hydric Soils":
Histic Epipedon (A2)	Polyvalue Below Surface (S8) (I BB B	5 cm Mucky Peat or Peat (S3) (I RR K. I. R)
Black Histic (A3)	MLRA 149B)	Polyvalue Below Surface (S8) (LRR K, L)
Hydrogen Sulfide (A4)	Thin Dark Surface (S9) (LRR R, MLRA 149B	Thin Dark Surface (S9) (LRR K, L)
Stratified Layers (A5)	High Chroma Sands (S11) (LRR K, L)	Iron-Manganese Masses (F12) (LRR K, L, R)
Depleted Below Dark Surface (A11)	Loamy Mucky Mineral (F1) (LRR K, L)	Piedmont Floodplain Soils (F19) (MLRA 149B)
Thick Dark Surface (A12)	Loamy Gleyed Matrix (F2)	Red Parent Material (F21) (outside MLRA 145
	Depleted Matrix (F3)	Very Shallow Dark Surface (F22)
(MILKA 144A, 145, 149D) Sandy Mucky Mineral (S1)	Redux Dark Surface (F6)	
Sandy Gleved Matrix (S4)	Redox Depressions (F8)	
Sandy Redox (S5)	Marl (F10) ( <b>LRR K, L</b> )	<sup>3</sup> Indicators of hydrophytic vegetation and
Stripped Matrix (S6)	Red Parent Material (F21) (MLRA 145)	wetland hydrology must be present,
		unless disturbed or problematic.
estrictive Layer (if observed):		
Type.		
Depth (Inches):		Hydric Soli Present? Yes X No

Appendix C

Photographic Log Including Representative Site Images

PHOTOGRAPHIC LOG					
Site Location: Bridge # M28-036 Swamp Ro Montague MA	J.	<b>Prepared by</b> : Stackhouse	Peter	Client Pro	j <b>ect No</b> . 2223268
Photo No. 1	Date: 3/16/	/2024	Photo No. 2		Date: 3/16/2024
<b>Description:</b> South side of I distinct channel of Goddard I locations along east side of s	oridge facing Brook. WF a stream	north showing nd BF flag	Description: So showing topogra	outh side of phy, BVW ar	Goddard Brook facing west nd Bank edge
locations along east side of s	Bream:				





Photo No. 7	Date: 3/16/2024	Photo No. 8	Date: 3/16/2024	
Description: Northeast	side of bridge facing north.	<b>Description:</b> BVW area W2 facing northwest toward brook.		



Photo No. 9	Date: 3/16/2024	Photo No. 10	Date: 3/16/2024
<b>Description:</b> North s showing topography fr	ide of Swamp road facing east om road to BVW W2	<b>Description:</b> North side of topography, defined channel	bridge facing east showing I of Goddard Brook.

## Appendix D USDA Natural Resources Conservation Service (NRCS) – Soil Survey Report



#### Franklin County, Massachusetts

#### 256A—Deerfield loamy fine sand, 0 to 3 percent slopes

#### Map Unit Setting

National map unit symbol: 2xfg8 Elevation: 0 to 1,100 feet Mean annual precipitation: 36 to 71 inches Mean annual air temperature: 39 to 55 degrees F Frost-free period: 145 to 240 days Farmland classification: Farmland of statewide importance

#### Map Unit Composition

Deerfield and similar soils: 85 percent Minor components: 15 percent Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Deerfield**

#### Setting

Landform: Outwash terraces, outwash deltas, outwash plains, kame terraces Landform position (three-dimensional): Tread Down-slope shape: Concave, convex, linear Across-slope shape: Convex, linear, concave Parent material: Sandy outwash derived from granite, gneiss, and/or quartzite

#### Typical profile

- Ap 0 to 9 inches: loamy fine sand
- Bw 9 to 25 inches: loamy fine sand
- BC 25 to 33 inches: fine sand
- Cg 33 to 60 inches: sand

#### Properties and qualities

Slope: 0 to 3 percent

- Depth to restrictive feature: More than 80 inches
- Drainage class: Moderately well drained
- Runoff class: Negligible
- Capacity of the most limiting layer to transmit water
- (Ksat): Moderately high to very high (1.42 to 99.90 in/hr)
- Depth to water table: About 15 to 37 inches
- Frequency of flooding: None
- Frequency of ponding: None
- Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
- Sodium adsorption ratio, maximum: 11.0
- Available water supply, 0 to 60 inches: Moderate (about 6.5 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

USDA Natural Resources Conservation Service Web Soil Survey National Cooperative Soil Survey 10/26/2024 Page 1 of 2

## Appendix C

Site Photographs

# Swamp Road over Goddard Brook Bridge Repair Project Montague, MA

## FUSS&O'NEILL



Photo 1: View to the west of Swamp Road and Bridge M-28-036 (7/10/2023).



Photo 2: Profile view of Bridge M-28-036 and Goddard Brook (7/10/2023).

F:\P2024\0884\A10\Environmental & Permitting\NOI\01 - DRAFT\Appendices\## - Wetland Report Or Photographs\Swamp Road Site Photographs.Docx

# Swamp Road over Goddard Brook Bridge Repair Project Montague, MA

## FUSS&O'NEILL



Photo 3: View of existing conditions of the beams beneath Bridge M-28-036 (7/10/23).



Photo 4: View of Goddard Brook flowing below Bridge M-28-036 (3/19/2024).

Appendix D

**Abutter Notification** 

## **Notification to Abutters**

## By Hand Delivery, Certified Mail (return receipt requested), or Certificates of Mailing

This is a notification required by law. You are receiving this notification because you have been identified as the owner of land abutting another parcel of land for which certain activities are proposed. Those activities require a permit under the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40).

In accordance with the second paragraph of the Massachusetts Wetlands Protection Act, and 310 CMR 10.05(4)(a) of the Wetlands Regulations, you are hereby notified that:

A. A Notice of Intent was filed with the Montague Conservation Commission on February 5, 2025 seeking permission to remove, fill, dredge, or alter an area subject to protection under M.G.L. c. 131 §40. The following is a description of the proposed activity/activities:

The project includes repairs to Bridge M-38-036 on Swamp Road over Goddard Brook. The proposed work includes repairs to the bridge, including replacing the beam sets, beam ends, and bridge rails. The bridge deck will be removed to complete repairs and will be replaced and repaved following construction.

- B. The name of the applicant is: Town of Montague.
- C. The address of the land where the activity is proposed is: Bridge M-28-036 on Swamp Road over Goddard Brook (42.54310° N, -72.5197° W).
- D. Copies of the Notice of Intent may be examined or obtained at the office of the Montague Conservation Commission, located at One Avenue A, Turners Falls, MA 01376. The regular business hours of the Commission are Monday, Tuesday, and Thursday from 8:30 AM to 5:30 PM and Wednesday from 8:30 AM to 6:30 PM, and the Commission may be reached at (413) 863-3200 Ext. 112.
- E. Copies of the Notice of Intent may be obtained from the applicant's representative by calling Bree Sullivan, PE, Fuss & O'Neill, at (781) 287-9919. An administrative fee may be applied for providing copies of the NOI and plans.
- F. Information regarding the date, time, and location of the public hearing regarding the Notice of Intent may be obtained from the Montague Conservation Commission. Notice of the public hearing will be published at least five business days in advance, in the Greenfield Reporter.

## Abutters within 100-ft of the Project Site

Parcel Number	GIS Number	Cama Number	Property Address	Owner Name	Co-Owner Name	Owner Address	Owner Address 2	Owner City	Owner State	Owner Zip
40-0-89	M_116187_922 061	40-0-89	77 SWAMP RD	SHORE MARIAH I		77 SWAMP RD		MONTAGUE	MA	01351
44-0-11	M_116016_922 059	44-0-11	63 SWAMP RD	FINDLEY JOHN	FESSENDEN RUTHANN	PO BOX 81		MONTAGUE	MA	01351
44-0-13	M_115923_921 833	44-0-13	SWAMP RD	INHABITANTS OF MONTAGUE	POSSESSION	1 AVENUE A		TURNERS FALLS	MA	01376
44-0-14	M_115860_921 682	44-0-14	58 SWAMP RD	WEISS RICHARD S		420 SHERMAN STSW #305		OLYMPIA	WA	98502
44-0-18	M_116039_921 640	44-0-18	FEDERAL ST	PERKINS EDWARD G		8224 S W SHENANDOAH WY		TUALATIN	OR	97062
44-0-20	M_116062_921 806	44-0-20	72 SWAMP RD	CONWAY JEAN F		22 HILLSIDE AV		TURNERS FALLS	MA	01376
44-0-76	M_116038_921 939	44-0-76	SWAMP RD	FINDLEY JOHN R	FESSENDEN RUTH	63 SWAMP RD P O BOX 81		MONTAGUE	MA	01351
44-0-19	M_115970_921 807	44-0-19	SWAMP RD	WEISS RICHARD S		420 SHERMAN STSW #305		OLYMPIA	WA	98502

Abutter list generated from the Town of Montague WebGIS Maps System, accessed November 11, 2024.



COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS DEPARTMENT OF ENVIRONMENTAL PROTECTION WESTERN REGIONAL OFFICE

436 DWIGHT STREET, SPRINGFIELD, MA 01103 413-784-1100

MAURA T. HEALEY Governor

KIMBERLEY DRISCOLL Lieutenant Governor

DATE: February 12, 2025

Municipality <u>MONTAGUE</u> (city/town)

## RE: NOTIFICATION OF WETLANDS PROTECTION ACT FILE NUMBER

The Department of Environmental Protection has received a Notice of Intent filed in accordance with the Wetlands Protection Act (M.G.L. c. 131, §40):

Applicant:	TOWN OF MONTAGUE - DEPARTMENT	Owner:	TOWN OF MONTAGUE - DEPARTMENT OF
Address:	128 TURNERS FALLS ROAD MONTAGUE, MA 01351	Address:	128 TURNERS FALLS ROAD MONTAGUE, MA, 01351

LOCUS: SWAMP ROAD (BRIDGE M-28-036)

This project has been assigned the following file # : WE 229-0266

A FILE NUMBER ONLY INDICATES THAT THE APPLICATION CONTAINS THE MINIMAL SUBMITTAL REQUIREMENTS AND IS ADMINISTRATIVELY COMPLETE - NOT THAT THE INFORMATION IN THE APPLICATION IS ADEQUATE FOR ISSUANCE OF AN ORDER OF CONDITIONS.

Although a file # is being issued, please note the following:

[1] Some of the work is either going to be exempt from Riverfront (310 CMR 10.58(6)(a) or exempt from all review per 310 CMR 10.02(2)(b)2.p.

[2] The NOI states that "If any invasives are removed, replacement with native species will be an improvement to the vegetation assemblage over existing conditions.". How long will this be monitored?

If you have any questions regarding this letter, please contact: MARK STINSON @ (413)-961-9583

Cc: Montague Conservation Commission, ONE AVENUE A TURNERS FALLS, Montague, MA, 01376
 Owner: TOWN OF MONTAGUE - DEPARTMENT OF PUBLIC WORKS, 128 TURNERS FALLS ROAD,
 MONTAGUE, MA, 01351
 Representative: FUSS & O'NEILL, 600 UNICORN PARK DR STE 17, WOBURN, MA, 01801

This information is available in alternate format. Call Donald M. Gomes, ADA Coordinator at 617-556-1057. TDD# 1-866-539-7622 or 1-617-574-6868. http://www.mass.gov/dep

Printed on Recycled Paper

TOWN OF MONTAGUE - DEPARTMENT OF 128 TURNERS FALLS ROAD MONTAGUE, MA 01351 REBECCA L. TEPPER Secretary

> BONNIE HEIPLE Commissioner

From:	Maureen Pollock
То:	Bree Sullivan; April Doroski
Cc:	Walter Ramsey; Chris Nolan; Samuel Urkiel - DPW Superintendent
Subject:	FW: Proposed work at Bridge M-28-036 on Swamp Road over Goddard Brook
Date:	Thursday, March 6, 2025 12:59:00 PM
Attachments:	NOI 2025-01, Abutters Notice.docx
	DEP 229-0266 + comments.pdf
	2025-02-05 NOI Montague Bridge Repairs - Executed.pdf

Hi Bree,

Sheryl Stewart of 317 Wonsey Road received a 100-foot abutters notice for the Conservation Commission's scheduled public hearing to review the proposed work at Bridge M-28-036 on Swamp Road over Goddard Brook.

Sheryl just stopped by office to review the proposed application packet and had some questions for the applicant. Could you please provide responses to the following questions? It would be helpful if you could provide written responses in preparation of the Commission's public hearing scheduled for Thursday, March 13 so I can distribute to the Commission in advance of the meeting and to Sheryl.

Here are the questions:

- 1. When do you anticipate starting construction and what is the anticipated construction duration?
- 2. Both South Street and Center Street are currently closed due to bridge repairs/replacements. Can you wait to start this Swamp Road bridge repair/replacement work until Center Street is open to traffic again?
- 3. Will affected property owners be notified in advance of the construction commencement? If so, when/how?
- 4. Will Swamp Road be closed during construction? If so, where will traffic be detoured? Could you provide a detour map?
- 5. If Swamp Road is closed, will it also be closed during non-construction periods, i.e. weekends/evenings? Could a metal plate be placed over Project Site during non-construction hours, in order to allow for car passage?
- 6. What are the proposed hours & days of operation?

Thank you.

Maureen

Maureen Pollock (she/her)

**Planning Director** 

Town of Montague Department of Planning & Conservation 1 Avenue A Turners Falls, MA 01376 Phone: (413) 863-3200 x 112 Web: www.montague-ma.gov/planning Email: mpollock@montague-ma.gov

From: Maureen Pollock
Sent: Thursday, March 6, 2025 11:55 AM
To: 'Sawhite11@verizon.net' <Sawhite11@verizon.net>
Subject: Proposed work at Bridge M-28-036 on Swamp Road over Goddard Brook

Hi Sheryl,

It was nice meeting you about the proposed work at Bridge M-28-036 on Swamp Road over Goddard Brook.

Attached is the Notice of Intent application packet and comments from MassDEP.

The Montague Conservation Commission will meet in-person in the Montague Town Hall Annex, 1 Avenue A in Turners Falls, MA <u>and</u> via Zoom at **6:30 PM** on **Thursday, March 13, 2025** to review this application proposal. Remote meeting login information may be found at: <u>www.montague-ma.gov/calendar</u>. All are welcome.

I will pass along your questions to the applicant for response. I will let you what I find out.

Questions:

- 1. When do you anticipate starting construction and what is the anticipated construction duration?
- 2. Both South Street and Center Street are currently closed due to bridge repairs/replacements. Can you wait to start this Swamp Road bridge repair/replacement work until Center Street is open to traffic again?
- 3. Will affected property owners be notified in advance of the construction commencement? If so, when/how?
- 4. Will Swamp Road be closed during construction? If so, where will traffic be detoured? Could you provide a detour map?
- 5. If Swamp Road is closed, will it also be closed during non-construction periods, i.e. weekends/evenings? Could a metal plate be placed over Project Site during non-

construction hours, in order to allow for car passage?

6. What are the proposed hours & days of operation?

Let me know if I am missing anything and/or if you have additional questions.

Sincerely,

Maureen

## Maureen Pollock (she/her)

Planning Director Town of Montague Department of Planning & Conservation 1 Avenue A Turners Falls, MA 01376 Phone: (413) 863-3200 x 112 Web: www.montague-ma.gov/planning Email: mpollock@montague-ma.gov

From:	Becky Weissman
To:	Maureen Pollock
Cc:	Roberge, Jonathan
Subject:	Eversource WT-11 TRRP Project - Mitigation Suggestions
Date:	Thursday, March 6, 2025 9:23:13 AM
Attachments:	image001.png
	Att1 Eversource WT-11 TRRP USGS Location Map.pdf

Good morning,

I am providing environmental permitting support to Eversource for an upcoming project they have planned in Montague. The WT-11 Transmission Right-of-way Reliability Program (TRRP) Project will consist of widening the maintained portion of Eversource's Line 354 easement from the Northfield Substation in Northfield to the Ludlow Substation in Ludlow, of which 3.7 miles is in Montague. The corridor will be widened by approximately 100 feet (approximately 50 feet on either side of the existing maintained corridor), all within their existing legal easement. The purpose of the Project is to improve the reliability/climate resiliency of the line, by ensuring that tall growing trees are further from the existing active 345kV transmission line. As you may recall, Eversource previously submitted an Environmental Notification Form (ENF) to MEPA in 2022; we have been working since that time on conducting a detailed alternatives analysis and identifying specific locations where the tree clearing width can be reduced. We anticipate filing a Draft Environmental Impact Report (DEIR) to MEPA in mid-April.

The Project will require approximately 0.8 acres of tree clearing within wetlands in Montague. This will not represent a loss of wetlands, but rather a conversion from forested wetland to scrub-shrub wetland. The Project will similarly affect 2.6 acres of 200-foot Riverfront Area in Montague. We are planning to file an NOI for this work with the town in Fall 2025.

In the meantime, we are seeking opportunities to provide wetland mitigation for the forested wetland conversion, and are looking to the conservation commissions in each town crossed by the Project for suggestions on possible projects/land in town that may provide such an opportunity. For example, culvert replacement/daylighting projects, land preservation, etc. Thoughts? Thank you in advance for your time!

Becky Weissman, PWS Strategic Growth Director Northeast Power and Energy

SWCA Environmental Consultants 153 Cordaville Road, Suite 130 Southborough, MA 01772 O 508.233.8769 M 339.203.7045



## 1. Proposal for Professional Engineering Services for preparing Town-Wide Stormwater System Inventory and Vulnerability Assessment

<u>Project narrative</u>: Town-wide stormwater system and vulnerability assessment to better manage the Town's stormwater related assets along its 113 miles of roadway. The Town intends to implement a well-organized comprehensive program to prioritize and address its need for stormwater infrastructure, drainage, and overall stormwater management and regulatory standards to support the Town's Comprehensive Plan. The proposed scope of work and fee as outlined below is the first step in evaluating the current Town-owned culverts and stormwater outfalls.

Attachment A: See attached scope of work with cost estimate

Cost estimate: \$134,800

## 2. Oakman Street and Country Club Lane Storm Drain Outfall Repairs

<u>Project narrative</u>: To perform preliminary engineering services for the storm drain outfall repair at the corner of Oakman Street and Country Club Lane and for the slope failure at the storm drain outlet to the west of 118 Country Club Lane. Based on review of the current outfall and slope failure(s) conditions and understanding that the Town anticipates performing the repairs for these outfalls, Stantec has developed a preliminary scope of engineering services for the design of repairs to these outfalls.

Attachment B: See attached scope of work with cost estimate

Cost estimate: \$51,881

3. Replace culvert (built c.1925) on Meadow Road. Box culvert. Overall Condition: Poor. Notes: End of box completely separated from other box sections. Water flowing through joints. Large flooding from CT River backing up into this outlet. 8 foot span. Constriction: Severe

## Draft List of Possible Restoration Projects Prepared by Town of Montague Dated December 19, 2024

## **Revision Date: March 6, 2025**

<u>Project narrative</u>: To provide assistance for design, permitting, and construction for culvert replacement of an c. 1925 24 box culvert, identified to be in poor condition. : End of box completely separated from other box sections. Water flowing through joints. Large flooding from CT River backing up into this outlet. 8 foot span.

<u>Attachment C</u>: See attached Inventory of Montague Drainage Structure for this area, and see <u>link</u> to access online inventory.

Cost estimate: Unknown at this time.

 Remove and restore 520 linear feet of abandoned paved roadway along the Sawmill River. Located on Town public right-of-way, parallel to North Leverett Road. May require NHESP permit.

<u>Project Narrative</u>: To provide assistance for design, permitting, and construction for removal of 520 linear feet of abandoned paved roadway along the Sawmill River and to restore area with plantings of native vegetation.

<u>Attachment D</u>: Aerial Map showing abandoned paved roadway along North Leverett Road.

Cost estimate: Unknown at this time.



94 North Elm Street, Suite 205 Westfield, MA 01085 413.459.2003 | wright-pierce.com

April 3, 2024

Ms. Maureen Pollock Town Planner Town of Montague 1 Avenue A Montague, MA 01376

## SUBJECT: Proposal for Professional Engineering Services Town-Wide Stormwater System Inventory and Vulnerability Assessment

Dear Ms. Pollock,

Wright-Pierce is pleased to provide this proposal for a Town-wide stormwater system and vulnerability assessment to better manage the Town's stormwater related assets along its 113 miles of roadway. The Town intends to implement a well-organized comprehensive program to prioritize and address its need for stormwater infrastructure, drainage, and overall stormwater management and regulatory standards to support the Town's Comprehensive Plan. The proposed scope of work and fee as outlined below is the first step in evaluating the current Town-owned culverts and stormwater outfalls.

## **SCOPE OF SERVICES**

## Task 1: Town-Wide Culvert and Outfall Inventory

Wright-Pierce will complete an initial Town-wide stormwater inventory using the Town's record files, Town GIS data, aerial photography, and other resources that would aid in identifying the location of all Town-owned inlets, conveyances, culverts, and outfalls. The initial, culvert and outfall inventory will be compiled in Microsoft Excel and will, at a minimum, include the stream name, roadway name, and latitude and longitude of the crossing or outfall.

Based on the initial inventory, Wright-Pierce will prepare a digital GIS map that indicates the location of identified town-owned conveyances, culverts, and outfalls, as well as other potential locations where it appears a municipal stormwater discharge might exist but is not currently mapped. The draft map will show the locations at a scale that will be legible if printed to be taken into the field during fieldwork.

This task will include two (2) meetings with Town staff to review the initial culvert inventory and draft map. Updates to the inventory and map, if required, will be made prior to the start of any field work.

Deliverables:

- Microsoft Excel, or approved equal, file containing a complete listing of culverts.
- Four (4) hardcopies of draft and final 11 x 17 map document, along with one (1) electronic version in PDF format of each.

## Task 2: Develop System Inspection Protocol & Field Report Template

Wright-Pierce will develop a proposed stormwater inspection protocol, including point sources for municipal stormwater, a site safety plan, and a template for field data collection forms. Photographs of either the culvert inlet, outlet, flow path, or outfall with surrounding areas will be labeled and included with the inspection data for each. The Town will review and approve the field report template and associated data management platform prior to the start of field work. The agreed upon report template and data collection tool for this task may include a combination of hard copy field report sketches, Excell spreadsheet and iPad data entries utilizing Fulcrum.

This task will include one (1) meeting with Town staff to review the proposed inspection protocol and data to be collected, as well as to discuss Wright-Pierce's schedule and overall approach to completing the field work.

## Task 3: Stormwater Mapping & Condition Assessment Inspections

Wright-Pierce will conduct stormwater mapping, data collection, and preliminary screening of each culvert inflow area or outfall identified in Task 1 using the inspection protocol developed under Task 2. Field staff will visit up to 75 known culverts or outfalls, plus up to ten (10) additional locations identified during the initial inventory phase. Wright Pierce will only be responsible for assessing crossings less than 20 feet in span and will exclude bridges from the National Bridge Inventory list. Private culverts, including culverts on private roads, or driveway culverts will not be included in this project.

After completion of initial data collection and inspections, Wright-Pierce will review all collected field data, evaluate them in terms of risk and vulnerability, identify where stormwater easements may be required, and recommend additional investigations at high priority locations, which will be selected based on initial inspection results and potential scour or failure of the culvert. The evaluation method i.e. Consequence of Failure (CoF) x Likelihood of Failure (LoF) = Risk Score. The additional field work will be completed by a qualified Professional Engineer with prior experience in culvert evaluations, design, permitting, and cost estimating. The follow-up evaluations will be used to aid in the development of the Culvert Asset Management Plan for required maintenance and improvements. Wright-Pierce will provide monthly progress updates to the Town.

## Task 4: Final Stormwater System Inventory Map

Wright-Pierce will prepare a Final Stormwater System Inventory Map using the information and data collected in Tasks 1 through 3. At a minimum, the inventory will consist of the following:

- A map showing locations of known Town-owned conveyances, culverts and/or outfalls.
- Identification of culverts that meet the State definition of a bridge.
- All field inspection information, including an indication of whether a follow-up evaluation was completed, for each stormwater component, culvert or outfall assessed.
- Photographs of each culvert or outfall assessed.
- GIS database, including location and all field inspection information for each culvert or outfall.



## Task 5: Stormwater System Component Prioritization Table

Wright-Pierce will prepare a Prioritization Table in Excel to assign an assessment ranking to each culvert or outfall included in the Final Stormwater System Inventory Map. The rankings will organize the culverts into groups of high, medium, and low priority categories. The ranking system will be based on metrics that include, but are not limited to, the following: potential for failure, impacts of failure, public safety risks, environmental impacts, remaining useful life, current condition, capacity, field data, etc. The final ranking metrics will be determined using input from Town staff. For culverts or outfalls determined to have a high priority ranking, Wright-Pierce will provide conceptual recommendations for repair or replacement, along with new life expectancy associated with proposed improvements and estimated repair / replacement cost ranges. The rankings will be included in the GIS database.

## Task 6: Stormwater System Funding Opportunities

Once Tasks 1-5 are complete, Wright-Pierce will identify potential funding opportunities including, but not limited to:

- Executive Office of Energy and Environmental Affairs (EOEEA) Municipal Vulnerability Action (MVP) Grant
- Division of Ecological Restorations (DER) Culvert Replacement and Municipal Assistance Grant Program
- US Department of Transportation (US DOT) National Culvert Removal, Replacement, and Restoration Grant Program (Culvert AOP Program)
- FEMA Building Resilient Infrastructure and Communities (BRIC)
- FEMA Hazard Mitigation Grant Program (HMGP)
- EOEEA Section 319 Nonpoint Source Pollution Grant (S.319)
- MassDEP Clean Water State Revolving Fund (CWSRF)
- Executive Office of Economic Development (EOED) Rural Development Fund

The potential funding opportunities will be summarized in a technical memorandum for the Town of Montague.

## **ASSUMPTIONS AND ITEMS NOT INCLUDED IN SCOPE**

This proposal has been prepared to include those services anticipated as being required at this time and includes only those services specifically identified herein. Items not included in this Scope of Services include, but are not limited to:

- Wetland delineation or Wetlands Permitting services
- Land Surveying services
- Geotechnical services
- Civil Engineering design services
- Traffic Studies or Analyses
- It is assumed that Police Details, if needed, will be provided and paid for by the Town
- Permission to go on private properties outside of Town r.o.w.'s will be permissible.



4/3/2024 Ms. Maureen Pollock Page 4 of 7

## **Estimated Fees**

Based on our understanding of the project and recent experience with other projects of a similar nature, we estimate that the cost to perform these services is \$134,800. See Table 1: Proposed Engineering Fee Estimate below for a breakdown of costs.

Table-1		
Task	Task Description	Fee (Time and Materials; hourly not to exceed)
1	Town-Wide Culvert and Outfall Inventory	\$ 17,600
2	Develop System Inspection Protocol & Field Report Template	\$ 8,700
3	Stormwater Mapping & Condition Assessment Inspections	\$ 55,700
4	Final Stormwater System Inventory Map	\$ 23,800
5	Stormwater System Component Prioritization Table	\$ 14,900
6	Stormwater System Funding Opportunities	\$ 11,400
	Project Related Expenses (mileage, reproduction, etc.)	\$ 2,700 (Direct Cost)
	TOTAL ESTIMATED FEE	\$ 134,800

**Note:** Additional services beyond the scope described above can be provided on a time and material basis according to the Fee Schedule.

**Time and Materials, Hourly-Not-To-Exceed:** Wright-Pierce will bill the line items on a time-and-material basis up to the Estimated Fee, then will notify the Town as the upset limit is approached. Continued efforts on the line item beyond the upset limit will require signed authorization by the Town.

#### **Labor Billing Rates**

Accounting/Billing Classification	Hourly Billing Rate Range
Principal/Engineering Manager	\$200 to 260
Senior Project Manager	\$160 to 235
Project Manager/Senior Project Engineer/Construction Manager	\$130 to 200
Senior Project Engineer	\$120 to 210
Project Engineer	\$110 to 130



Accounting/Billing Classification	Hourly Billing Rate Range
Senior CAD Designer	\$110 to 130
CAD Designer/Senior CAD Technician	\$90 to 120
CAD Technician	\$60 to 95
GIS Analyst	\$86 to 121

## Schedule

We are available to proceed on this current scope of services upon execution of this letter proposal/ agreement. Upon authorization, we will endeavor to meet the schedule of the project team. Based on our current understanding of the project goals, Wright-Pierce contemplates the following conceptual project schedule:

### **Proposed Schedule**

Task	Contemplated Task Completion Date
1	April/June 2024
2	June 2024
4	June/September 2024
5	September/November 2024
6	May 2024 / January 2025

**Note:** Wright-Pierce will work closely with Town Staff to advance the project in general accordance with the above schedule. The above schedule is based on Wright-Pierce's current understanding of the project and may need to be adjusted as the project advances and new information is obtained. Items such as unforeseen subsurface conditions, accessibility, weather, permitting timelines; and other factors can be unpredictable and could alter the contemplated timeline. Wright-Pierce will discuss the timelines on an on-going basis with the Town throughout the project duration.

Thank you for this opportunity to assist the Town of Montague with their Town-Wide Stormwater System Inventory and Vulnerability Assessment, and we look forward to working with you on this project. As always, please feel free to call me at (413) 459-2003 with any questions or if you require any additional information.

Sincerely,



4/3/2024 Ms. Maureen Pollock Page 6 of 7

### WRIGHT-PIERCE

annu Luneli

Lawrence Rusiecki, PE Project Manager lawrence.rusiecki@wright-pierce.com

Thoma & Blogun

Thomas J. Hogan, PE Regional Group Leader thomas.hogan@wright-pierce.com

Seen and agreed to by:

#### Owner

#### Wright-Pierce

Showa & Alogen

By: V Name: Thomas J. Hogan, PE Title: Regional Group Leader Date: March 29, 2024

By: Name: Title: Date:

### Exhibit to be made part of this agreement:

Exhibit A: Schedule of Terms and Conditions



4/3/2024 Ms. Maureen Pollock Page 7 of 7

## Exhibit A Schedule of Terms and Conditions



## EXHIBIT A SCHEDULE OF TERMS AND CONDITIONS TABLE OF CONTENTS

- 1.0 Standard of Care
- 2.0 Client's Responsibilities
- 3.0 Reuse of Documents, Records
  - 3.1. Documents are Instruments of ENGINEER's Service
  - 3.2. Records Retention/Access to Records
  - 3.3. Electronic Transmittals

## 4.0 Third Party Information

## 5.0 Estimates of Cost

## 6.0 Allocation of Risks

- 6.1. ENGINEER shall Indemnify CLIENT
- 6.2. CLIENT shall Indemnify ENGINEER
- 6.3. Environmental Indemnification
- 6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds
- 6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages
- 6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis
- 6.7 Florida Individual Liability Statute

## 7.0 Insurance

- 7.1. ENGINEER's Insurance
- 7.2. CLIENT's Insurance and Contractor's Insurance
- 7.3. Additional Insurance

## 8.0 Subsurface Conditions

- 8.1 Interpretations and Recommendations Based Solely on Information Available
- 8.2 Utilities

## 9.0 Independent Contractors

## 10.0 Compensation

- 10.1 Direct Labor Costs
- 10.2 Standard Billing Rates
- 10.3 Reimbursable Expenses
- 10.4 Invoices/Late Payment
- 10.5 Professional Services Taxes

## 11.0 Controlling Law

- 12.0 Financial Advisor
- **13.0** Dispute Resolution
- 14.0 Notices
- 15.0 Precedence
- 16.0 Severability
- 17.0 Successors and Assigns
- 18.0 Survival

## **19.0** Termination

- 19.1. For cause
- 19.2. By ENGINEER
- 19.3. For convenience
- 19.4. ENGINEER's Compensation
- 20.0 Force Majeure
- 21.0 Equal Employment Opportunity

#### 1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

#### 2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

#### 3.0 Reuse of Documents, Records

#### 3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, projectrelated correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the longterm compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

#### 4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

#### 5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

#### 6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

#### 6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's Officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

#### 6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

#### 7.0 Insurance

#### 7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

#### 7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

#### 7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

#### 8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

#### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or any itilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

#### 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

#### 10.0 Compensation

#### 10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

#### 10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

#### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

#### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

#### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

#### 11.0 Controlling Law

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.
#### 12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the structure, timing, terms, or other similar matters concerning such products or issuances.

#### 13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

#### 14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### 16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

#### 18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

#### 19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

#### 19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently to attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

#### 19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

#### 19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

#### 20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

#### 21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.



Stantec Consulting Services Inc. 5 Dartmouth Drive Suite 200, Auburn NH 03032-3984

January 15, 2024 File: 195189006

Attention: Mr. Walter Ramsey, Town Assistant Administrator Turners Falls Town Office 1 Avenue A Turners Falls, MA 01376

Dear Ramsey,

#### Reference: Oakman Street and Country Club Lane Storm Drain Outfall Repairs

Per your request, we are submitting for your review and approval a proposed scope and fee for to perform preliminary engineering services for the storm drain outfall repair at the corner of Oakman Street and Country Club Lane and for the slope failure at the storm drain outlet to the west of 118 Country Club Lane. A map of the approximate outfall locations is provided as Attachment 'A'. Based on our review of the current outfall and slope failure(s) conditions and our understanding that the Town anticipates performing the repairs for these outfalls, we have developed a preliminary scope of engineering services for the design of repairs to these outfalls to include the following:

#### Preliminary Engineering:

- Coordinate with existing property owners to obtain access for preliminary engineering.
- Perform wetlands delineation, wetlands flagging, natural resource assessment and develop an associated wetlands and natural resources report in anticipation of permitting for the project limits described in Attachment 'A'.
- Perform a topographic and physical conditions survey for the project limits described in Attachment 'A'. It should be noted that the limits of wetland delineation and survey extend for the entire limits from the golf course and between the two slope failure locations to determine a feasible point of access to minimize existing clearing, disturbance and associated necessary grading for access to perform the two outfall repairs.
- Perform 1-boring to a depth of 55-feet (or refusal) and 1-boring to a depth of 25-feet (or refusal) (assumes two days of borings) to perform a subsurface assessment of the existing soils in proximity to the Oakman Street outfall failure.
- Collect three (3) 5-gallon soil samples at the locations of the existing slope and outfall failures and perform sieve analysis testing on the samples in conformance with ASTM C136.
- Summarize the results of the subsurface investigation, including the borings performed in the field and soil sample analysis in a Geotechnical memorandum summary for the project for the project

January 15, 2024 Mr. Walter Ramsey, Page 2 of 3

#### Reference: Oakman Street and Country Club Lane Storm Drain Outfall Repairs

site(s) to be utilized as the basis of design for the design of the slope reinforcement and scout abatement measures.

- Perform an inspection of the existing drainage structures (two catch basins) and culverts (two culverts) to confirm whether rehabilitation of the existing drainage infrastructure is required as part of the project.
- Develop and analyze a stormwater model for the two outfalls to determine the required culvert size(s), stormwater outfall conditions and design scour abatement measures for the culvert outfalls.
- Perform scour abatement analysis in accordance with the application HEC-RAS standards in conformance with MADEP and MassDOT standards and requirements.
- Create a Hydraulic and Hydrologic and Scour Abatement report in anticipation of the required MADEP wetlands permitting for the proposed improvements.

#### Preliminary Design:

- Create an AutoCAD base plan for the project limits that will the basis of the proposed improvements.
- Create site plan sheets with the recommended corrective actions, proposed grading and associated limits of disturbance (Assumes 3 plan sheets)
- Create Construction Details for the recommended corrective action and associated erosion control measures in anticipation of permitting (Assumes 2 plan sheets)
- Prepare two preliminary opinions of probable construction costs based on the town bidding and performing the rehabilitation for the project.
- Submit to the Town draft plans, recommendation letter, cost estimates and reports for review and comment.
- Determine appropriate point of access to perform repairs.
- Coordinate with property owners and obtain right of entry agreements, in anticipation of performing construction in 2024.

Depending on the determined scope of recommended repairs, the Town's review of the submitted plans and reports and determination as to whether the Town would like to proceed with public bidding the required repairs or performing the associated repairs with the DPW forces, Stantec can develop a scope, level of effort and associated fee to perform MADEP wetlands dredge and fill permitting for construction, obtain formal access easement for future system maintenance (if required) and to develop contract documents (plans and specification) for construction, if it is desired by the Town to publicly bid the proposed improvements.

We anticipate that the project survey and wetlands delineation can be completed in March 2024, weather permitting, and we can complete the remaining scope of engineering services described here-in and provide a rehabilitation recommendation, draft plans, and associated reports to the Town by May 2024.

January 15, 2024 Mr. Walter Ramsey, Page 3 of 3

Reference: Oakman Street and Country Club Lane Storm Drain Outfall Repairs

Based on the described scope of work and we can perform the preliminary engineering services at a not to exceed costs of **<u>\$51,881</u>** a breakdown of the anticipated level of effort for each item described in the project scope is detailed in Attachment 'B'.

Should you have any questions or require any additional information please feel free to contact us.

Respectfully Submitted,

Stantec Consulting Services, Inc.

Bryan Ruoff, PE Associate Phone: 603-206-7548 Fax: 603-669-7636 Bryan.Ruoff@stantec.com

Attachment: Level of Effort Summary

c. Tom Bergeron, Town of Montague, MA

Rene LaBranche, Stantec

rb document2

# ATTACHMENT A -PROJECT LOCATION



# ATTACHMENT B -LEVEL OF EFFORT SUMMARY

## SUMMARY REPORT

Project Summary	Total Fee
Labour	\$31,624.00
Expense	\$360.36
Subs	\$19,897.50
Total	\$51,881.86

Planned Start Date	Planned End Date
2024-01-21	2024-06-10

Project Company	Stantec US Business Group	
Project Currency	US Dollar	
Project Type	Time & Material	
Project Number	195189005	
Project Name	Oakman St and Country Club Lane Outfall Failures	
Client Name	Town of Montague, MA	
Business Centre	BC-1951 Water-US Northeast	
Project Manager	Bryan Ruoff	
Project Technical Lead	Bryan Ruoff	

Name	Role	Billing Rate	Hours	Sub-Total Fee
LaBranche, Rene	Principal in Charge	\$225.00	3.00	\$675.00
Ruoff, Bryan	PM / PTL	\$181.00	44.00	\$7,964.00
Garner, Cyrus	Geotech	\$150.00	42.00	\$6,300.00
Potter, Seth	Inspector	\$125.00	25.00	\$3,125.00
Butts, Sarah	Engineer	\$120.00	66.00	\$7,920.00
Drescher, Bill	Engineer	\$120.00	47.00	\$5,640.00
			227.00	\$31,624.00

Expense	Billing Rate	Units	Sub-Total Fee
Travel	\$0.64	560.00	\$360.36
			\$360.36

Subs	Billing Rate	Units	Sub-Total Fee
Subconsultants	\$1.05	18,950.00	\$19,897.50
			\$19,897.50



## Town of Montague Drainage Structures



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Powered by Esri

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ont_culverts2: 1925o	
Culvert Number	19250
Date	7/23/2021, 9:53 AM
Size (in)	
Material	Concrete
Appurtence	Headwall Wingwall
Appurtence Material	Concrete
Type of Crossing	Вох
Percent Blockage	0
Grade of Culvert	At Grade
Free Fall or Submerged (in)	
Overall Condition	Poor
Notes	End of box completely separated from other box sections. Water flowing through joints. Large flooding from CT River backing up into this outlet. 8 foot span.
Constriction	Severe
Stream Crossing	YES

## N. Leverett Rd



#### DEP Wetlands Linear Features

SHORELINE
HYDROLOGIC CONNECTION
MEAN WATER LINE
APPARENT WETLAND LIMIT
CLOSURE LINE
EDGE OF INTERPRETED AREA

Property Tax Parcels 2023 Aerial Imagery



# Department of Environmental Protection

Western Regional Office • 436 Dwight Street, Springfield MA 01103 • 413-784-1100

Maura Healey Governor

Kimberley Driscoll Lieutenant Governor Rebecca L. Tepper Secretary

> Bonnie Heiple Commissioner

January 24, 2025

James Arcoleo, Manager Falls Farm LLC 50 Maple Street Springfield, MA 01105 J.arcoleo@comcast.net

James Arcoleo & Justyne Arcoleo 108 Rivers Edge Road Conway, MA 01341 J.arcoleo@comcast.net

RE: Violation of the Massachusetts Wetlands Protection Act, GL c. 131, § 40 and Violation of the Massachusetts Clean Water Act, GL c. 21, §§ 26 through 53 Enforcement Document Number 00019638 Meadow Road, Falls Road, Old Sunderland Road Montague & Sunderland, MA

Dear James and Justyne Arcoleo:

Enclosed please find an executed original copy of the Administrative Consent Order with Penalty (ACOP) for your reference and implementation.

MassDEP is encouraging you to familiarize yourself with the terms and conditions of the ACOP in order to accomplish the requirements set forth therein. Please review Section III, Paragraphs 12, 19, and 20 for specific instructions on how to make the penalty payment.

Please be advised that a press release may be issued with respect to this matter.

Should you have any questions relative to this matter, please contact Mary Grover at 617-352-9918 or Mary.Grover@mass.gov.

Sincerely,

Date: January 24, 2025

Michael methyph

Michael McHugh, Chief Division of Wetlands and Waterways

Enclosure: Administrative Consent Order with Penalty and Notice of Noncompliance

Sent Electronically and via First Class Mail

ec Michael McHugh MassDEP – WERO <u>Michael.Mchugh@mass.gov</u>

> Thomas Gruszkos MassDEP – WERO <u>Thomas.Gruszkos@mass.gov</u>

Heather Parent Regional Counsel MassDEP – WERO – OGC <u>Heather.Parent@mass.gov</u>

James J. Gibbs IV MassDEP – WERO – BAS

Audrey Piubeni MassDEP – WERO – BAS

## COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the matter of: Falls Farm LLC &

James Arcoleo and Justyne Arcoleo

Enforcement Document Number: 00019638 Issuing Bureau: BWR Issuing Region/Office: WERO Issuing Program: WET Primary Program Cited: WET Suffix(es): NT

## ADMINISTRATIVE CONSENT ORDER WITH PENALTY AND NOTICE OF NONCOMPLIANCE

## I. THE PARTIES

1. The Massachusetts Department of Environmental Protection ("MassDEP" or "the Department") is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, §7. MassDEP has its principal office located at 100 Cambridge Street, Boston, Massachusetts 02114, and its Western Regional Office at 436 Dwight Street, Springfield, Massachusetts 01103.

2. Falls Farm LLC ("Falls Farm") is a Limited Liability Company (LLC) with a mailing address of 50 Maple Street, Springfield, Massachusetts. James Arcoleo is the manager of Falls Farm LLC.

3. James Arcoleo and Justyne Arcoleo ("the Arcoleos") are individuals with a mailing address of 108 Rivers Edge Road, Conway, MA 01341.

## II. STATEMENT OF FACTS AND LAW

4. MassDEP is responsible for the implementation and enforcement of M.G.L. c. 21, § 26-53, and the Water Quality Certification Regulations at 314 CMR 9.00; and M.G.L. c. 131, § 40 and the Wetlands Regulations at 310 CMR 10.00. MassDEP has authority under M.G.L. c. 21A, § 16 and the Administrative Penalty Regulations at 310 CMR 5.00 to assess civil administrative penalties to persons in noncompliance with the laws and regulations set forth above.

5. The following facts and allegations have led MassDEP to issue this Consent Order:

A. Falls Farm is the owner of four (4) parcels of land along the Sunderland and Montague town borders. The Arcoleos are the owner, as tenants by the entirety of two (2) adjacent parcels of land. In total, Falls Farm and the Arcoleos collectively own approximately 113 acres of land ("Site"), as listed in the table below. The Site primarily consists of forested land, open fields, agricultural fields, a barn, wetlands and streams, including three unnamed intermittent streams and one unnamed perennial stream. The Site also includes parcels that consist of a narrow strip of forested land along approximately 1,900 linear feet of the bank of the Connecticut River.

Town Assessors Parcel ID	Address	Municipality	Owner
1-0-1	0 Falls Road	Sunderland	Falls Farm LLC
1-0-18	0 Falls Road	Sunderland	James Arcoleo & Justyne Arcoleo
50-0-18	0 Old Sunderland Road	Montague	James Arcoleo and Justyne Arcoleo
50-0-05 0 Old Sunderland Road		Montague	Falls Farm LLC
1-0-17	336 Falls Road	Sunderland	Falls Farm LLC
50-0-04	0 Meadow Road	Montague	Falls Farm LLC

B. The Site contains three unnamed intermittent Streams (Stream as defined at 310 CMR 10.04) two of which flow northwesterly through the Site, separately through culverts beneath Old Sunderland Road, and through privately owned parcels. These two streams again flow through culverts beneath Meadow Road, and through the portion of the Site along the Connecticut River before flowing directly into the Connecticut River. The Site also contains an unnamed perennial Stream which flows westerly through the site, through a culvert beneath Falls Road, and through the portion of the Site along the Connecticut River, and into the Connecticut River. There is also an unnamed and unmapped intermittent stream which flows Southwesterly within the site and serves as a tributary to the unnamed perennial stream. The unnamed perennial stream and the Connecticut River are Rivers [as defined at 310 CMR 10.04 and 10.58(2)(a)1.a] and therefore the Site contains Riverfront Area [as defined at 310 CMR 10.58(2)] associated with each River. A River and a Stream have a Bank (inland) [as defined at 310 CMR 10.54(2)], and Land Under Waterbodies or Waterways [as defined at 310 CMR 10.56(2)] Areas of Bordering Vegetated Wetland ["BVW" as defined at 310 CMR 10.55(2)] were observed bordering on the unnamed intermittent streams and bordering on the perennial stream. Bordering

Vegetated Wetland and Bank have a Buffer Zone [as defined at <u>Buffer Zone</u>: 310 CMR 10.04]. A portion of the Site is located within Massachusetts Division of Fisheries and Wildlife's (MassWildlife) Natural Heritage and Endangered Species Program (NHESP) mapped Priority Habitats of Rare Species and Estimated Habitats of Rare Wildlife.

- C. On May 9, 2024, the Sunderland Conservation Commission issued an Enforcement Order to "Falls Farm LLC, Dr. James Arcoleo" for violations of the Massachusetts Wetlands Protection Act located at 336 Falls Road in Sunderland. The extent and type of activity listed included "Tree cutting, land shaping and moving, and the installation of a concrete pad has occurred within 100 feet of a wetland resource area without any permitting and after site visits, phone calls and meetings explaining the limits of work for agricultural activities. In addition, substantial erosion into bordering vegetated wetlands and the riverfront area has resulted from the lack of sedimentation controls with a new building uphill from the bordering vegetated wetland connected to Whitmore Pond and the river. Aerial imagery available on MassMapper comparing 2019 with 2023, as well as on the ground site visits (most recently on May 8, 2024) have shown the 50 foot no work zone along the wetland line connected to Whitmore Pond being ignored. The shaping of the land has exacerbated the erosion issues with unnatural slopes pushed up against the wetland line..." The Enforcement Order ordered Falls Farm to cease and desist, correct resource area alterations, and submit a restoration plan to the Sunderland Conservation Commission. The Enforcement Order also ordered Falls Farm to install erosion and sedimentation controls and allowed for grading and stabilizing of steep slopes.
- D. On July 8, 2024, MassDEP received a complaint alleging that unpermitted earth moving, sand stockpiling, tree clearing, and construction of irrigation piping lines, conducted by Falls Farm at the Site resulted in sediment-laden water flowing into and within Bordering Vegetated wetlands, Land Under Water Bodies and Waterways, and the associated Buffer Zone.
- E. On July 19, 2024, MassDEP staff conducted an announced site inspection and were joined by representatives from Falls Farm LLC. During the site inspection:
  - i. Falls Farms representatives explained that the irrigation system consisted of withdrawing water from the unnamed perennial stream to a 10,000gallon underground storage tank, from which it was distributed via piping to various locations on the Site. MassDEP staff directly observed wooden boards installed within the perennial stream to impound water, the inlets of pipes within the perennial stream, pipes buried within BVW associated with the unnamed perennial stream, sedimentation within BVW, and the aboveground portion of the infrastructure associated within the belowground water tank, which was within 100 feet of the mean annual highwater mark of the stream. MassDEP staff also observed recently disturbed ground surface associated with the irrigation pipe installation where it was trenched under the unnamed intermittent stream on parcel 1-0-17. The MassDEP staff observed that the installation of the new

irrigation system resulted in activities within and alteration to Bordering Vegetated wetland [as defined at 310 CMR 10.55(2), Bank [as defined at 310 CMR 10.54(2)], Land Under Water Bodies and Waterways ["LUWW," as defined at 310 CMR 10.56(2)] and Riverfront Area [as defined at 310 CMR 10.58(2)].

- ii. Falls Farms representatives explained that the irrigation system consisted of withdrawing water from the unnamed perennial stream to a 10,000gallon underground storage tank, from which it was distributed via piping to various locations on the Site. MassDEP staff directly observed wooden boards installed within the perennial stream to impound water, the inlets of pipes within the perennial stream, pipes buried within BVW associated with the unnamed perennial stream, sedimentation within BVW, and the aboveground portion of the infrastructure associated within the belowground water tank, which was within 100 feet of the mean annual highwater mark of the stream. MassDEP staff also observed recently disturbed ground surface associated with the irrigation pipe installation where it was trenched under the unnamed intermittent stream on parcel 1-0-17. The MassDEP staff observed that the installation of the new irrigation system resulted in activities within and alteration to Bordering Vegetated Wetland [as defined at 310 CMR 10.55(2), Bank [as defined at 310 CMR 10.54(2)], Land Under Water Bodies and Waterways ["LUWW," as defined at 310 CMR 10.56(2)] and Riverfront Area [as defined at 310 CMR 10.58(2)].
- iii. MassDEP staff directly observed sediment deposits within BVW associated with the tributary to the unnamed perennial stream on Town of Sunderland Assessors Parcel 1-0-17 at the Site. MassDEP followed the sediment plume upgradient and determined the source of the sediment to be unstable and eroding soils surrounding the construction of the new building in the southernmost field and associated grading activities.
- iv. By conducting a GIS desktop analysis of publicly available aerial images MassDEP confirmed that the cleared portion of the Site on Town of Sunderland Assessors Parcel 1-0-17 had recently been converted from forested areas. Portions of these cleared areas were within the Buffer Zone. MassDEP staff determined the forest clearing occurred between 2021 and 2023.
- v. MassDEP directly observed sediment deposits throughout the BVW, Bank, and LUWW associated within the three intermittent streams on the Site. By following newly deposited sediment up and/or down gradient, MassDEP determined the source of the sediment to be the graded, unstable and exposed soils within the Site.

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- vi. MassDEP staff observed and followed the sediment deposits downstream within both mapped intermittent streams. MassDEP staff observed sediment deposits along the east side of Meadow Road within LUWW and Bank. Areas of deposition were observed to be greater than 24 inches deep. At the outlet of the northernmost unnamed intermittent stream into the Connecticut River, MassDEP observed and documented a newly-formed sediment delta.
- vii. In total, MassDEP determined that the above-described activities, all of which occurred at least in part on land owned by Falls Farm and were undertaken by agents of Falls Farm, resulted in "alteration" (as defined at 310 CMR 10.04 Alter) of at least 4,000 linear feet of Bank, 4,000 square feet of LUWW, 1,000 square feet of BVW, and 500 square feet of Riverfront Area.
- F. On July 24, 2024, MassDEP staff emailed a representative of Falls Farm, encouraging the "implementation of all necessary erosion and sedimentation controls."
- G. On July 30, 2024, the Montague Conservation Commission issued an Enforcement Order to "James Arcoleo and Falls Farm LLC" ordering the property owner, his agents, permittees, and all others to cease and desist from any activity affecting the Buffer Zone and/or resource areas.
- H. The installation of the irrigation system including the boards, pump, underground tank, and pipeline, at least a portion of such activity took place on property owned by Falls Farm, are violations of the Massachusetts Wetlands Protection Act regulations at 310 CMR 10.00, as the work resulted in "alteration" (as defined at 310 CMR 10.04 Alter) of Resource Areas including Bank, BVW, LUWW, and Riverfront Area.
- I. The observed and documented direct discharge of sediment into multiple areas of BVW, two unnamed intermittent streams, one unnamed perennial stream, and the Connecticut River (at least a portion of such discharge occurred on property owned by Falls Farm) are violations of the Massachusetts Clean Waters Act regulations at 314 CMR 9.00, as the discharge resulted in discharges of dredged or fill materialinto Waters of the United States within the Commonwealth ("WUSWC," as defined at 314 CMR 9.02) as prohibited at 314 CMR 9.06(6)(a).
- J. On August 9, 2024, MassDEP issued Unilateral Administrative Orders (UAOs) to Falls Farm (Enforcement Document #00018667) and the Arcoleos (Enforcement Document #00018795) describing the above violations, specifying the actions to be taken to return to compliance, and stating the deadlines for performing such actions. Respondents took the following actions pursuant to the UAO:
  - i. The Respondents installed a sign at least two square feet in size, in a publicly visible location at the Site, and with the following text: "MassDEP UAO-WE-24-000018679".

- ii. The Respondentstook measures to provide short-term stabilization of the surficial soils, slopes, stockpiles, and stormwater at the Site. Said measures included erosion prevention and sedimentation barriers.
- iii. The Respondents nominated, in writing to the Department, an environmental consultant with at least five (5) years of experience in erosion and sedimentation control practices as well as a wetland scientist with at least five (5) years of experience in wetland delineation and restoration. The Department subsequently approved the nominees.
- iv. The approved environmental consultant evaluated the short-term stabilization measures that were implemented and provided recommendations for enhancing the existing measures, as appropriate.
- v. The Respondents fully implemented the recommendations from its environmental consultant, as they pertain to enhancing short-term stabilization measures.
- vi. The Respondents' environmental consultant developed a plan to remove sediment from LUWW and Bank adjacent to the culvert/stormwater structures along Meadow Road in order to limit further transport of sediment to the Connecticut River. The Department reviewed and approved the plan and the work was completed on December 9, 2024.
- vii. The approved environmental consultant and an approved monitor have continued to inspect all short-term stabilization measures weekly, and after any rainfall which equals or exceeds 0.5 inches within 24 hours, as measured from the nearest applicable station on the National Oceanic and Atmospheric Administration ("NOAA") Daily Summaries Map" <u>https://www.ncei.noaa.gov/maps/daily-summaries/</u>. Copies of inspection reports shall be submitted to MassDEP.
- viii. The Respondents have been working with the approved environmental consultant to develop a "Long-term Project Site Stabilization and Stormwater Management Plan" and have been coordinating with the Department on the details of said plan.
- ix. The wetlands consultant has completed a field delineation of all Resource Areas on the Site, drafted a "Resource Area Site Plan" and drafted a "Resource Area Restoration and Mitigation Plan" and Respondents have been coordinating with the Department on the details of the plans.

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- K. The foregoing facts presented in Paragraphs 5.A through I above constitute violations of the following statutes and regulations:
  - i. The Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40 which states in part: "No person shall remove, fill, dredge or alter any area subject to protection under this section without the required authorization, or cause, suffer or allow such activity, or leave in place unauthorized fill, or otherwise fail to restore illegally altered land to its original condition, or fail to comply with an enforcement order issued pursuant to this section."
  - ii. 310 CMR 10.02(2)(a): "Activities Within the Areas Subject to Protection under M.G.L. c. 131, § 40. Any activity proposed or undertaken within an area specified in 310 CMR 10.02(1), which will remove, fill, dredge or alter that area, is subject to Regulation under M.G.L. c. 131, § 40 and requires the filing of a Notice of Intent..."
  - iii. 310 CMR 10.02(2)(b): "Any activity ... proposed or undertaken within 100 feet of an area specified in 310 CMR 10.02(1)(a) (hereinafter called the Buffer Zone) which, in the judgement of the issuing authority, will alter an Area Subject to Protection under M.G.L. c. 131, § 40 is subject to regulation under M.G.L. c. 131, § 40 and requires the filing of a Notice of Intent..."
  - iv. 310 CMR 10.02(2)(d): "Any activity proposed or undertaken outside of the areas specified in 310 CMR 10.02(1) and outside the Buffer Zone is not subject to regulation under M.G.L. c. 131, § 40 and does not require the filing of a Notice of Intent unless and until that activity actually alters an Area Subject to Protection under M.G.L. c. 131, § 40. In the event that the issuing authority determines that such activity has in fact altered an Area Subject to Protection Under M.G.L. c. 131, § 40, it may require the filing of a Notice of Intent and/or issuance of an Enforcement Order and shall impose such conditions on the activity or any portion thereof as it deems necessary to contribute to the protection of the interests identified in M.G.L. c. 131, § 40."
  - v. 310 CMR 10.54(4)(a): "Where the presumption set forth in 310 CMR 10.54(3) is not overcome, any proposed work on a Bank shall not impair the following:
    - 1. the physical stability of the Bank;
    - 2. the water carrying capacity of the existing channel within the Bank;
    - 3. ground water and surface water quality;

4. the capacity of the Bank to provide breeding habitat, escape cover and food for fisheries;

5. the capacity of the Bank to provide important wildlife habitat functions..."

- vi. 310 CMR 10.55(4)(a): "Where the presumption set forth in 310 CMR 10.55(3) is not overcome, any proposed work in a Bordering Vegetated Wetland shall not destroy or otherwise impair any portion of said area."
- vii. 310 CMR 10.56(4)(a): "Where the presumption set forth in 310 CMR 10.56(3) is not overcome, any proposed work within Land under Water Bodies and Waterways shall not impair the following:

1. The water carrying capacity within the defined channel, which is provided by said land in conjunction with the banks;

2. Ground and surface water quality;

3. The capacity of said land to provide breeding habitat, escape cover and food for fisheries; and

4. The capacity of said land to provide important wildlife habitat functions..."

- viii. 310 CMR 10.58(4): "Where the presumption set forth in 310 CMR 10.58(3) is not overcome, the applicant shall prove by a preponderance of the evidence that there are no practicable and substantially equivalent economic alternatives to the proposed project with less adverse effects..."
- ix. Illegal discharge of sediment into WUSWC, in violation of the Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26 through 53.
- x. 314 CMR 9.06(2): "No discharge of dredged or fill material shall be permitted unless appropriate and practicable steps have been taken which will avoid and minimize potential adverse impacts to the bordering or isolated vegetated wetlands, land under water or ocean, or the intertidal zone."
- L. Falls Farm LLC, James Arcoleo and Justyne Arcoleo (for purposes of this Paragraph, are collectively referred to as "Each Respondent") each agree that Each Respondent is liable for the entirety of the above-referenced violations committed on the property owned by Each Respondent as referenced in Paragraph 5.A above. Each Respondent agrees that Each Respondent is obligated to complete all the actions described in Section III of this Order. As such, Falls Farm LLC, James Arcoleo and Justyne Arcoleo agree that they are jointly and severally liable for the violations as set forth in this Consent Agreement and are jointly and severally obligated to complete the actions as required in Section III of this Consent Agreement.

## **III. DISPOSITION AND ORDER**

For the reasons set forth above, MassDEP hereby issues, and Respondents hereby consent to, this Order:

6. The parties have agreed to enter into this Consent Order because they agree that it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than to expend additional time and resources litigating the matters set forth above. Respondents enter into this Consent Order without admitting or denying the facts or allegations set forth herein. However, Respondents agree not to contest such facts and allegations for purposes of the issuance or enforcement of this Consent Order.

7. MassDEP's authority to issue this Consent Order is conferred by the Statutes and Regulations cited in Part II of this Consent Order.

- 8. Respondents shall perform the following actions:
  - A. By April 1, 2025, the Respondents shall submit an electronic copy to the Department of a "Long-term Project Site Stabilization and Stormwater Management Plan" (hereinafter the "Stormwater Management Plan") which implements formal, calculation-based mechanisms and best management practices ("BMPs") to effectively manage stormwater at the Site by taking into account all practicable methods to prevent future direct or indirect discharges of sediment-laden stormwater into Resource Areas and WUSWC. Said plan shall be subject to review and approval by MassDEP, can be submitted in iterative sets of plans, and shall incorporate, at a minimum:
    - i. The use of all practicable elements of Environmentally Sensitive Site Design ("ESSD", as defined at 310 CMR 10.03), including, but not limited to, subdividing the drainage areas of the Site into smaller catchments and retaining and managing the stormwater at multiple locations throughout each, as high up in each catchment as practicable;
    - ii. Methods for rapidly establishing vegetated Buffer Zone at the Site for adjacent receiving waters and wetlands;
    - iii. Methods for stabilizing and maintaining travel surfaces at the Site in order to arrest the on-going disturbance and down-gradient migration of soils and sediment;
    - iv. Implementation of robust and appropriate sedimentation barriers around the perimeter of the Site;
    - v. Methods for management of stormwater on and along the travel surfaces such that deposition of sediment into Resource Areas and WUSWC is precluded. Design of any stormwater best management practices shall follow Volume 2, Chapter 2 of the Massachusetts Stormwater Handbook, Structural BMP Specifications (MassDEP, 2008);
    - vi. An assessment of the stormwater management system, which shall include at a minimum; mapping and delineating catchment areas based on the Site's potential contributions to the system. The objective is to identify the points at

which stormwater from the Site enters the system and is ultimately discharged; and

- vii. Methods of irrigation which protect the interest of the Wetlands Protection Act.
- viii. Any other measure(s) necessary to protect the jurisdictional Resource Areas, associated Buffer Zones, and WUSWC.
- B. The Respondents shall fully implement the Stormwater Management Plan, as approved by MassDEP, by no later than close of business on October 30, 2025, unless a documented unforeseen occurrence legitimately renders this deadline impossible to achieve, in such case the Stormwater Management Plan shall be fully implemented by a date that is mutually acceptable to the Respondents and the Department.
- C. By April 1, 2025, the Respondents shall prepare and submit to the Department a draft "Resource Area Restoration and Mitigation Plan." Said Plan should include, at a minimum, a plan to restore and/or mitigate any alteration to areas subject to protection. The Department will provide comments on the draft "Resource Area Restoration and Mitigation Plan" and will approve said plan--- or a subsequent iteration adequately addressing Departmental comments---only after the Respondents satisfy the Department that the Plan has been properly designed to adequately restore and/or mitigate for altered areas subject to jurisdiction.
- D. The Respondents shall fully implement the Resource Area Restoration and Mitigation Plan, as approved by MassDEP, by no later than close of business on November 30, 2025, unless weather constraints or a documented unforeseen occurrence legitimately renders this deadline impossible to achieve, in such case said Plan shall be fully implemented by a date that is mutually acceptable to the Respondents and the Department. No less than ten (10) business days prior to the commencement of work required by this Consent Order, Respondents shall initiate implementation of the "Site Restoration Plan" by installation of a sign of at least two square feet in size, in a publicly visible location at the Site, and with the following text "MassDEP ACOP-WE-24-6W008". This sign shall remain in place until such time as the Department authorizes its removal.
- E. Respondents shall not cause the discharge of any amount of untreated sediment-laden stormwater at any time from within the Site to any Resource Area.
- F. Upon completion of the restoration activities at the Site pursuant to the "Site Restoration Plan," Respondents shall have the environmental consultant monitor the restoration area for two (2) years of full growing seasons, with reports submitted annually to the Department by October 31<sup>st</sup> of each year ("Annual Compliance Report").

- i. The "Annual Compliance Report" shall include photographic stations documenting the pre-and post-restoration conditions. Such report shall accurately describe conditions of the restoration as related to the restoration goals.
- ii. The Department reserves the right to require additional restoration enhancement activities, including but not limited to, regrading, soil augmentation, vegetation planting and extended monitoring, if restoration goals are not met.
- G. Failure of the Respondents to maintain an appropriate standard of care in "Site Restoration Plan" at any time during the two (2) consecutive growing seasons specified therein, may be deemed noncompliance with this Consent Order, at the sole discretion of the Department, unless identified in writing to the Department by the Respondents within five (5) business days of discovery. Any such written notification must include a "corrective plan of action", which shall be implemented by the Respondents according to a schedule and conditions established in writing by the Department. For the purposes of this Consent Order, failure to maintain an appropriate standard of care consists of planting at inappropriate times of year, causing the discharge of any amount of untreated sediment-laden stormwater into either perennial stream or associated BVW on the Site, or failure to allow natural growth by inappropriate cutting or topping of vegetation. The Department reserves the right to require the Respondents to replant plantings if it is determined that the Respondents have failed to uphold a suitable standard of care.
- H. By April 1, 2025, the Respondents shall prepare and submit to the Department a plan for the installation of a dry hydrant at the Site, or an equivalent feature, as determined by the Department, for the purposes of providing water to support the Towns of Montague and Sunderland's fire departments during an emergency consistent with the "Stormwater Management Plan". Said plan shall include the source(s) of the water supply. The Respondents shall fully implement the plan to construct the dry hydrant, as approved by MassDEP, by no later than close of business on October 30, 2025, unless a documented unforeseen occurrence legitimately renders this deadline impossible to achieve, in such case the plan shall be fully implemented by a date that is mutually acceptable to the Respondents and the Department.
- I. Within one year of the effective date of this Consent Order, and in order to compensate for water quality impairments associated with unrecoverable sediments discharged downstream and off-site, the Respondents shall:
  - i. Either (1) effect a transfer of that portion of the Site containing, in its entirety, the approximately 2-acre parcel of land (Town of Montague Assessors Parcel 50-0-04) to an agency or non-governmental organization charged with conservation and acceptable to the Department; (2) place the same parcel into a duly-recorded Conservation Restriction in accordance with M. G. L. c. 184

§§ 31 through 33 or (3) place a deed restriction on the same parcel. A draft Conservation Restriction or deed restriction is subject to the review and written approval of the Department prior to being implemented. The legal instrument effectuating the transfer, Conservation Restriction, or deed restriction shall be prepared by an attorney licensed to practice law in Massachusetts.

- ii. Assist the Town of Montague Department of Public Works by relocating an existing poorly-located storm drain inlet within Old Sunderland Road to an appropriate location closer to the road shoulder to effectively capture stormwater from Old Sunderland Road. This action was completed in October, 2024 to the satisfaction of the Department.
- J. If, pursuant to Pararaph 8.I above, Respondents elect to place a deed restriction on the parcel, the deed restriction must, at a minimum, prohibit the following acts and uses within the parcel of land (Town of Montague Assessors Parcel 50-0-04), referred to as the "Premises":
  - i. <u>Structures and Improvements.</u> Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;
  - ii. <u>Extractive Activities/Uses.</u> Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
  - iii. <u>Disposal/Storage</u>. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
  - iv. <u>Adverse Impacts to Water, Soil, and Other Features.</u> Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;

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- v. <u>Introduction of Invasive Species.</u> Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories;
- vi. <u>Motor Vehicles.</u> Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
- vii. <u>Subdivision</u>. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the property owner's intention to maintain the entire Premises under unified ownership;
- viii. <u>Use of Premises for Developing Other Land.</u> Using the Premises towards building or development requirements on this or any other parcel;
  - ix. <u>Adverse Impacts to Stone Walls, Boundary Markers.</u> Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
  - x. <u>Residential or Industrial Uses.</u> Using the Premises for residential or industrial purposes;
- K. Notwithstanding the prohibited acts and uses described in Paragraph 8.J., if Respondents elect to place a deed on the parcel, the deed restriction may allow the following acts and uses within the Premises:
  - i. <u>Vegetation Management</u>. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage;
  - ii. <u>Non-native, Nuisance, or Invasive species</u>. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

- iii. <u>Composting</u>. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, outside of Resource Areas [as defined at 310 CMR 10.04].
- iv. <u>Natural Habitat and Ecosystem Improvement.</u> Conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
- v. <u>Indigenous Cultural Practices.</u> Allowing indigenous peoples to:
  - a. Conduct cultural land ceremonial uses. Cultural practices are defined as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
  - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
- vi. <u>Archaeological Investigations</u>. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official);
- vii. <u>Trails.</u> Maintaining and constructing trails as follows:
  - a. <u>Trail Maintenance</u>. Conducting routine maintenance of trails.
  - b. <u>New Trails.</u> Constructing new trails or relocating existing trails.
  - c. <u>Trail Features.</u> Constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
- viii. <u>Signs</u>. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the permitted acts and uses, trespass,

public access, identity and address of the property owner(s), sale of the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

- ix. <u>Motorized Vehicles.</u> Using motorized vehicles by persons with mobility impairments as necessary for engaging in Agricultural Activities or Forestry Activities as permitted herein;
- x. <u>Outdoor Passive Recreational and Educational Activities</u>. Fishing, canoeing and other non-motorized boating, swimming, hunting, trapping hiking, horseback riding, cross-country skiing, snowshoeing, ice-skating, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
- xi. Forest Management.
  - a. <u>Permitted Activities.</u> Conducting sound silvicultural uses of the Premises, including the right to harvest forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) or conduct other forest management activities, reestablish historic woods roads and establish new woods roads, and the use of motorized vehicles, all as necessary to conduct such activities ("Forestry Activities"), provided that any Forestry Activities are carried out pursuant to a Forest Stewardship Plan (as defined below). All Forestry Activities shall avoid any stone structures or historical and cultural resources and shall prevent damage thereto to the extent feasible. All cutting operations shall be supervised by a licensed forester.
  - b. <u>Requirement of a Forest Stewardship Plan.</u> Before any Forestry Activities occur on the Premises, the property owner(s) shall submit a Forest Stewardship Plan to the Massachusetts Department of Conservation and Recreation ("DCR") or appropriate successor agency, and to any other required state agencies for their approval. The Forest Stewardship Plan shall:
    - i. be prepared by a forester licensed through DCR and shall follow the "Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans" (as such guidelines may be amended by DCR or its successor agency) and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan; and
    - ii. include provisions designed to comply with the recommended activities and guidelines and required best management practices established in

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the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, University of Massachusetts, Amherst & DCR; 2013) and subsequent versions as may be approved by the Massachusetts Bureau of Forest Fire Control and Forestry ("Forestry BMPs"); and

- iii. be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional Forestry Activities are desired.
- c. <u>Harvesting For Personal Use.</u> The sustainable cutting of trees only for the property owner's personal use, not to exceed 0.5 cords/acre/year or equivalent volume, shall not require a Forestry Plan provided that any such cutting complies with the Forestry BMPs.
- L. Should a transfer, Conservation Restriction, or deed restriction of the approximately 2acre parcel not be effectuated by one year from the effective date of this Consent Order, then upon showing MassDEP a good-faith effort to effectuate the transfer or Conservation Restriction, MassDEP may permit the Respondents to complete the transaction within two years of the effective date of this Consent Order. Any additional extension of one year (for a total of three years from the effective date of this Consent Order) may be granted by MassDEP to the Respondents upon a showing of good faith efforts to effectuate the transfer or Conservation Restriction.
- M. Falls Farm LLC, James Arcoleo and Justyne Arcoleo (for purposes of this Paragraph, are collectively referred to as "Each Respondent") each agree that Each Respondent is obligated to complete all the actions described in Section III of this Order. As such, Falls Farm LLC, James Arcoleo and Justyne Arcoleo agree that they are jointly and severally liable for the violations as set forth in this Consent Agreement and are jointly and severally obligated to complete the actions as required in Section III of this Consent Agreement.

9. Except as otherwise provided, all notices, submittals and other communications required by this Consent Order shall be directed to:

Mary Grover, Environmental Analyst MassDEP, Western Regional Office 436 Dwight Street Springfield, Massachusetts 01103 <u>Mary.grover@mass.gov</u> 617-352-9918

Such notices, submittals and other communications shall be considered delivered by Respondents upon receipt by MassDEP.

10. Actions required by this Consent Order shall be taken in accordance with all applicable federal, state, and local laws, regulations and approvals. This Consent Order shall not be construed as, nor operate as, relieving Respondents or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals.

11. For purposes of M.G.L. c. 21A, § 16 and 310 CMR 5.00, this Consent Order shall also serve as a Notice of Noncompliance for Respondents' noncompliance with the requirements cited in Part II above. MassDEP hereby determines, and Respondents hereby agrees, that any deadlines set forth in this Consent Order constitute reasonable periods of time for Respondents to take the actions described.

12. The Commonwealth assesses a civil administrative penalty in the amount of thirty-nine thousand one hundred sixty-eight dollars (\$39,168.00) for the violations identified in Part II above, as follows:

A. Within thirty (30) days of the effective date of this Consent Order, Respondents shall pay to the Commonwealth seven thousand five hundred dollars (\$7,500.00); and

B. MassDEP hereby agrees to suspend payment of the sum of thirty-one thousand six hundred sixty-eight dollars (\$31,668.00); provided, however, that if Respondents violate any provision of this Consent Order, or further violates any of the regulations cited in Part II above at any time prior to the issuance of a return to compliance letter issued pursuant to Paragraph 25 of this Consent Order, Respondents shall pay to the Commonwealth the remaining amount of thirty-one thousand six hundred sixty-eight dollars (\$31,668.00) within thirty (30) days of the date MassDEP issues Respondents a written demand for payment. This paragraph shall not be construed or operate to bar, diminish, adjudicate, or in any way affect, any legal or equitable right of MassDEP to assess Respondents additional civil administrative penalties, or to seek any other relief, with respect to any future violation of any provision of this Consent Order or any law or regulation.

13. Respondents understand, and hereby waive, their right to an adjudicatory hearing before MassDEP on, and judicial review of, the issuance and terms of this Consent Order and to notice of any such rights of review. This waiver does not extend to any other order issued by the MassDEP.

14. This Consent Order may be modified only by written agreement of the parties hereto.

15. The provisions of this Consent Order are severable, and if any provision of this Consent Order or the application thereof is held invalid, such invalidity shall not affect the validity of other provisions of this Consent Order, or the application of such other provisions, which can be given

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effect without the invalid provision or application, provided however, that MassDEP shall have the discretion to void this Consent Order in the event of any such invalidity.

16. Nothing in this Consent Order shall be construed or operate as barring, diminishing, adjudicating or in any way affecting (i) any legal or equitable right of MassDEP to issue any additional order or to seek any other relief with respect to the subject matter covered by this Consent Order, or (ii) any legal or equitable right of MassDEP to pursue any other claim, action, suit, cause of action, or demand which MassDEP may have with respect to the subject matter covered by this Covered by this Consent Order, including, without limitation, any action to enforce this Consent Order in an administrative or judicial proceeding.

17. This Consent Order shall not be construed or operate as barring, diminishing, adjudicating, or in any way affecting, any legal or equitable right of MassDEP or Respondents with respect to any subject matter not covered by this Consent Order.

18. This Consent Order shall be binding upon Respondents and upon Respondents' heirs, successors and assigns. Respondents shall not violate this Consent Order and shall not allow or suffer Respondents' members, managers, employees, agents, contractors or consultants to violate this Consent Order. Until Respondents have fully complied with this Consent Order, Respondents shall provide a copy of this Consent Order to each successor or assignee at such time that any succession or assignment occurs.

19. In addition to the penalty set forth in this Consent Order (including any suspended penalty), Respondents shall pay stipulated civil administrative penalties to the Commonwealth in accordance with the following schedule if Respondents violate any provision of this Consent Order:

For each day, or portion thereof, of each violation, Respondents shall pay stipulated civil administrative penalties in the following amounts:

Period of Violation	Penalty per day
1 <sup>st</sup> through 15 <sup>th</sup> days	\$100.00 per day
16 <sup>th</sup> through 30 <sup>th</sup> days	\$250.00 per day
31 <sup>st</sup> day and thereafter	\$500.00 per day

Stipulated civil administrative penalties shall begin to accrue on the day a violation occurs and shall continue to accrue until the day Respondents correct the violation or completes performance, whichever is applicable. Stipulated civil administrative penalties shall accrue regardless of whether MassDEP has notified Respondents of a violation or act of noncompliance. All stipulated civil administrative penalties accruing under this Consent Order shall be paid within thirty (30) days of the date MassDEP issues Respondents a written demand for payment. If simultaneous violations occur, separate penalties shall accrue for separate violations of this Consent Order. The payment of stipulated civil administrative penalties shall not alter in any way Respondents' obligation to complete performance as required by this Consent Order.

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to elect to pursue alternative remedies and alternative civil and criminal penalties which may be available by reason of Respondents' failure to comply with the requirements of this Consent Order. In the event MassDEP collects alternative civil administrative penalties, Respondents shall not be required to pay stipulated civil administrative penalties pursuant to this Consent Order for the same violations.

Respondents reserve whatever rights they may have to contest MassDEP's determination that Respondents failed to comply with the Consent Order and/or to contest the accuracy of MassDEP's calculation of the amount of the stipulated civil administrative penalty. Upon exhaustion of such rights, if any, Respondents agree to assent to the entry of a court judgment if such court judgment is necessary to execute a claim for stipulated penalties under this Consent Order.

20. The Respondents shall pay all civil administrative penalties due under this Consent Order, including suspended; or stipulated penalties and/or any associated fees. The Respondents have four options for payment;

Option 1: certified check; Option 2: cashier's check; Option 3: on-line payment using a credit card; Option 4: electronic transfer.

## **Option 1 and 2:**

<u>Certified or cashier's checks</u> must be made payable to the Commonwealth of Massachusetts and received within 30 days of the effective date of this Consent Order.

If payment is made by <u>certified check or cashier's check</u>, the Respondent shall clearly print on the face of its payment Respondent's full name, the enforcement document number appearing on the first page of this Consent Order, and Respondent's Federal Employer Identification Number, and shall mail it to:

Commonwealth of Massachusetts Department of Environmental Protection Commonwealth Master Lockbox P.O. Box 3982 Boston, Massachusetts 02241-3982

# (IMPORTANT NOTE: DO NOT INCLUDE THE SIGNED ACOP WITH PAYMENT BY CHECK)

## **Option 3:**

On-line Payment Using Credit Card

Your prospective BILL will contain information necessary to pay on-line by credit card. When you receive your BILL:

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## LOG ONTO THE MassDEP e-PAYMENT WEB SITE AT: <u>HTTPS://WWW.MASSPAYS.COM/dep</u>

On-line payment using credit card is due within 30 days of the effective date of this Consent Order.

(If a BILL (invoice) is not received within 10 days of the effective date of the consent order, you should contact The Revenue Department at 781-525-7436 to obtain a copy of your BILL (invoice))

## **Option 4:**

Electronic Funds Transfer

Respondents must complete the Administrative Penalty Notification Form found at <u>https://massgov.formstack.com/forms/apn</u> to request payment by Electronic Funds Transfer. The form can also be used to correct any information on the invoice, including billing name, address, etc. MassDEP will respond by email with all the information needed to set up the EFT payments.

In the event Respondents fail to pay in full any civil administrative penalty as required by this Consent Order, then pursuant to M.G.L. c. 21A, § 16, Respondents shall be liable to the Commonwealth for up to three (3) times the amount of the civil administrative penalty, together with costs, plus interest on the balance due from the time such penalty became due and attorneys' fees, including all costs and attorneys' fees incurred in the collection thereof. The rate of interest shall be the rate set forth in M.G.L. c. 231, § 6C.

21. Failure on the part of MassDEP to complain of any action or inaction on the part of Respondents shall not constitute a waiver by MassDEP of any of its rights under this Consent Order. Further, no waiver by MassDEP of any provision of this Consent Order shall be construed as a waiver of any other provision of this Consent Order.

22. To the extent authorized by the current owner, Respondents agree to provide MassDEP, and MassDEP's employees, representatives and contractors, access at all reasonable times to the Site for purposes of conducting any activity related to its oversight of this Consent Order. Notwithstanding any provision of this Consent Order, MassDEP retains all of its access authorities and rights under applicable state and federal law.

23. This Consent Order may be executed in one or more counterpart originals, all of which when executed shall constitute a single Consent Order.

## 24. Engineering Work

All engineering work performed pursuant to this Consent Order shall be under the general direction and supervision of a qualified professional engineer registered in Massachusetts experienced in stormwater management and design. Any contractual relationship between Respondents and the engineer for work required hereunder shall require the engineer, as a condition of the contract, to implement work consistent with the provisions of this Consent Order.

## 24. Force Majeure

- L. MassDEP agrees to extend the time for performance of any requirement of this Consent Order if MassDEP determines that such failure to perform is caused by a Force Majeure event. The failure to perform a requirement of this Consent Order shall be considered to have been caused by a Force Majeure event if the following criteria are met: (1) an event delays performance of a requirement of this Consent Order beyond the deadline established herein; (2) such event is beyond the control and without the fault of Respondents and Respondents' employees, agents, consultants, and contractors; and (3) such delay could not have been prevented, avoided or minimized by the exercise of due care by Respondent or Respondents' employees, agents, consultants, and contractors.
- M. Financial inability and unanticipated or increased costs and expenses associated with the performance of any requirement of this Consent Order shall not be considered a Force Majeure Event.
- N. If any event occurs that delays or may delay the performance of any requirement of this Consent Order, Respondents shall immediately, but in no event later than 5 days after obtaining knowledge of such event, notify MassDEP in writing of such event. The notice shall describe in detail: (i) the reason for and the anticipated length of the delay or potential delay; (ii) the measures taken and to be taken to prevent, avoid, or minimize the delay or potential delay; and (iii) the timetable for taking such measures. If Respondents intend to attribute such delay or potential delay to a Force Majeure event, such notice shall also include the rationale for attributing such delay or potential delay to a Force Majeure event and shall include all available documentation supporting a claim of Force Majeure for the event. Failure to comply with the notice requirements set forth herein shall constitute a waiver of Respondents' right to request an extension based on the event.
- O. If MassDEP determines that Respondents' failure to perform a requirement of this Consent Order is caused by a Force Majeure event, and Respondents otherwise comply with the notice provisions set forth in paragraph C above, MassDEP agrees to extend in writing the time for performance of such requirement. The duration of this extension shall be equal to the period of time the failure to perform is caused by the Force Majeure event. No extension shall be provided for any period of time that Respondents' failure to perform could have been prevented, avoided or minimized by the exercise of due care. No penalties shall become due for Respondents' failure to perform a requirement of this Consent Order during the extension of the time for performance resulting from a Force Majeure event.

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P. A delay in the performance of a requirement of this Consent Order caused by a Force Majeure event shall not, of itself, extend the time for performance of any other requirement of this Consent Order.

25. Respondents' obligations under this Consent Order shall cease upon Respondent's completion of all actions and payments required pursuant to Paragraphs 8 through 20 of this Consent Order and MassDEP's issuance of a return to compliance letter stating that Respondents have completed the requirements of said Paragraphs.

26. The undersigned certify that they are fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf they are signing this Consent Order.

27. This Consent Order shall become effective on the date that it is executed by MassDEP.

**Consented To:** Falls Farm LLC Bv: James Arcoleo, Manager Falls Farm LLC 50 Maple Street, Springfield, MA 01103 Federal Employer Identification No.: 84-3690387 Date: 01-22-2025

Consented To: James Arcoleo Bv James Arcoleo 108 Rivers Edge Road Conway, MA 01341

Federal Employer Identification No.: 092-68-1918

Date: 01-22-2025

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**Consented To:** Justyne Arcoleo whe M her By:

Justyne Arcoleo 108 Rivers Edge Road Conway, MA 01341 Federal Employer Identification No.: 015 - 76 - 5078

Date: 01-22-2025

#### Issued By: DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: <u>by Keleve</u> Merske Michael Gorski, Regional Director e C

Michael Gorski, Regional Director Massachusetts Department of Environmental Protection Western Regional Office 436 Dwight Street Springfield, Massachusetts 01103

Date: (anuary 24, 2025

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## **SPECIAL INSTRUCTIONS:**

Your two **signed copies of the** Administrative **Consent Orders** with Penalty (ACOP) must be delivered, for execution (signature) by MassDEP, to the following address:

Mary Grover MassDEP, Western Regional Office 436 Dwight Street Springfield, Massachusetts 01103 <u>Mary.grover@mass.gov</u> 617-352-9918

MassDEP will return <u>one signed copy</u> of the ACOP to you after MassDEP has signed, provided you have followed the above instructions.

Payment will be due, pursuant to the instructions outlined within the ACOP after you receive your fully executed copy.

## PLEASE <u>DO NOT INCLUDE YOUR PAYMENT WITH THE SIGNED</u> <u>ACOPS SIGNED ACOPS ARE TO BE SENT TO THE ABOVE ADDRESS.</u>

Please call Mary Grover at 617-352-9918 if you have questions regarding payment and/or instructions.


# Communication for Non-English-Speaking Parties This document is important and should be translated immediately.

If you need this document translated, please contact MassDEP's Director of EJ at the telephone number listed below.

#### **Español Spanish**

Este documento es importante y debe ser traducido de inmediato. Si necesita este documento traducido, comuníquese con la Directora de Diversidad de MassDEP al número de teléfono que aparece más abajo.

#### Português Portuguese

Este é um documento importante e deve ser traduzido imediatamente. Se precisar de uma tradução deste documento, entre em contato com o Diretor de Diversidade da MassDEP nos números de telefone listados abaixo.

#### 繁體中文 Chinese Traditional

本文件非常重要·應立即翻譯。如果您需要翻譯這份 文件·請用下面列出的電話號碼聯絡 MassDEP 多元

#### 化負責人。 简体中文 Chinese Simplified

本文件非常重要,应立即翻译。如果您需要翻译这份 文件,请用下面列出的电话号码与 MassDEP 的多元 化主任联系。

## Ayisyen Kreyòl Haitian Creole

Dokiman sa-a se yon bagay enpòtan epi yo ta dwe tradwi I imedyatman. Si ou bezwen dokimar sa a tradwi, tanpri kontakte Direktè Divèsite MassDEP Ia nan nimewo telefòn endike anba.

#### Việt Vietnamese

Tài liệu này rất quan trọng và cần được dịch ngay lập tức. Nếu quý vị cần dịch tài liệu này, xin liên lạc với Giám đốc Đa dạng của MassDEP theo các số điện thoại ghi dưới đây.

## ប្រទេសកម្ពុជា Khmer/Cambodian

ឯកសារនេះគឹសំខាន់ហើយគួរត្រូវបានបកប្រែ ភ្លាមៗ។ ប្រសិនបើអ្នកត្រូវការឲ្យគេបកប្រែ ឯកសារនេះ

សូមទាក់ទងមកនាយកផ្នែកពិពិធកម្មរបស់ MassDEP តាមលេខទូរស័ព្ទខាងក្រោម។

## Kriolu Kabuverdianu Cape Verdean

Kel dukumentu li é inpurtánti y debe ser traduzidu imidiatamenti. Se bu meste di kel dukumentu traduzidu, pur favor kontakta Diretor di Diversidádi di MassDEP na numeru abaxu indikadu.

Contact Deneen Simpson 857-406-0738 Massachusetts Department of Environmental Protection 100 Cambridge Street 9<sup>th</sup> Floor Boston, MA 02114 TTY# MassRelay Service 1-800-439-2370 • https://www.mass.gov/environmental-justice (Version revised 4.21.2023) 310 CMR 1.03(5)(a)

#### Русский Russian

Это важный документ, и он должен быть безотлагательно переведен. Если вам нужен перевод данного документа, пожалуйста, свяжитесь с директором по вопросам многообразия (Diversity Director) компании MassDEP по указанному ниже телефону.

## Arabic العربية

هذه الوثيقة مهمة ويجب ترجمتها على الفور. اذا كنت بحاجة الى هذه الوثيقة مترجمة، يرجى الاتصال بمدير التنوع PMassDE على أرقام الهواتف المدرجة أدناه.

## 한국어 Korean

이 문서는 중요하고 즉시 번역해야 합니다. 이 문서의 번역이 필요하시다면, 아래의 전화 번호로 MassDEP의 다양성 담당 이사에 문의하시기 바랍니다.

## <mark>հայերեն Ar</mark>menian

Այս փաստաթուղթը կարևոր է և պետք է անմիջապես թարգմանվի: Եթե Ձեզ անհրաժեշտ է այս փաստաթուղթը թարգմանել, դիմեք MassDEP-ի բազմազանության տնօրենին ստորև նշված հեռախոսահամարով:

## Farsi Persian فارسی

این سند مهم است و باید فورا ترجمه شود. اگر به ترجمه این سند نیاز دارید، لطفا با مدیر بخش تنوع نژادی MassDEP به شماره تلفن ذکر شده در زیر تماس بگیرید.

## **Français French**

Ce document est important et devrait être traduit immédiatement. Si vous avez besoin de ce document traduit, veuillez communiquer avec le directeur de la diversité MassDEP aux numéros de téléphone indiqués ci-dessous.

## **Deutsch German**

Dieses Dokument ist wichtig und sollte sofort übersetzt werden. Sofern Sie eine Übersetzung dieses Dokuments benötigen, wenden Sie sich bitte an den Diversity Director MassDEP unter der unten aufgeführten Telefonnummer.

## Ελληνική Greek

Το παρόν έγγραφο είναι σημαντικό και θα πρέπει να μεταφραστεί αμέσως. Αν χρειάζεστε μετάφραση του παρόντος εγγράφου, παρακαλούμε επικοινωνήστε με τον Διευθυντή Διαφορετικότητας του MassDEP στους αριθμούς τηλεφώνου που αναγράφονται παρακάτω.

#### **Italiano Italian**

Comunicazione per parti che non parlano inglese. Questo documento è importante e dovrebbe essere tradotto immediatamente. Se avete bisogno di questo documento tradotto, potete contattare il Direttore di Diversità di MassDEP al numero di telefono elencato di seguito.

## Język Polski Polish

Dokument ten jest ważny i powinien zostać natychmiast przetłumaczony. Jeśli potrzebujesz przetłumaczonej wersji dokumentu, prosimy o kontakt z dyrektorem ds. różnorodności MassDEP pod jednym z numerów telefonu wymienionych poniżej.

## हिन्दी Hindi

यह दस्तावेज महत्वपूर्ण है और इसका तुरंत अनुवाद किया जाना चाहिए. यदि आपको इस दस्तावेज़ का अनुवाद करने की आवश्यकता है, तो कृपया नीचे सूचीबद्ध टेलीफोन नंबरों पर मासडेप्स डाइवर्सिटी के निदेशक से संपर्क करें.