

MONTAGUE SELECTBOARD MEETING

In-Person at 1 Avenue A, Turners Falls and VIA ZOOM

Tuesday, January 16, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/85143229970>

Meeting ID: 851 4322 9970 Passcode: : 111584 Dial into meeting: +1 646 558 8656

This meeting/hearing of the Selectboard will be held in person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting/hearing 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.

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Selectboard Minutes: January 8, 2024
3. 6:02 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:04 **Sewer Commissioners**
Chelsey Little, CWF Superintendent
 - Execute *Local Limits Study* task order with Wright-Pierce Engineering for \$45,000
 - Capital request for updating 24' x 40' garage workspace for CWF staff
 - Request for additional funding to complete rate study analysis with Quantified Ventures using ARPA funds designated for the AMP Grant-Supported Wastewater Collection System Study (Approx \$10,000)
 - Request for approval to submit Congressional Earmark in support of planning for facility upgrades (headworks/operations/primary treatment)
 - Biosolids composting and dryer study update
 - Monthly discharge summary
 - Erving/Millers Falls flow overage and budget impacts**Steve Ellis, Town Administrator**
 - Discuss Preparations for Renewal of Erving Wastewater Agreement
5. 6:30 **Tom Bergeron, DPW Superintendent**
 - Update on Millers Falls I/I Investigations
 - Approve Tom Bergeron as NetDMR Signatory for EPA Reporting
 - Approve Chapter 90 Projects: Guardrails, \$140,956; Paver, \$52,795

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6. 6:45 **Personnel Board**
- Personnel Status Change for Eric Cole to Truck Driver/Laborer in Training. Grade C, Step 3. Previous position: Building Maintenance
7. 6:50 **Review and Recommendations Re Selected FY25 Budget and Personnel Requests**
- DPW FY25 Request for Additional Sewer Collection System Maintenance Staff
 - Discussion of Collection System Maintenance Cost Allocation (Determination of General Fund and Enterprise Fund Expenses)
 - Staff Cost Attribution for FY25
 - Capital Expense Cost Allocation
 - Charging Stations FY25 Budget Request (Walter Ramsey)
 - Shared Services FY25 Budget Request (Carolyn Olsen)
8. 7:20 **Airport Solar Project Delay Implications for FY24-FY25 Budgets (Bryan Camden)**
- Update on Project Delays and Possible Next Steps
 - Implications for Current Year (FY24) Budget and Operations
 - Implications for FY25 Budget and Operations
 - Consideration of Next Steps and Response
9. 7:40 **Town Administrator's Business**
- Reminder of Budget Schedule and Joint Meetings
 - Topics not anticipated in the 48 hour posting

Next Meeting:

- Selectboard, Monday, January 22, 2024 at 6:30 PM, via ZOOM



700 Middlesex Plaza 169 Main Street Middletown, CT 06457
860.343.8297

**EXHIBIT A
ON-CALL ENGINEERING SERVICES AGREEMENT
ENGINEERING SERVICES REQUEST FORM**

Project Name: <u>Town of Montague CWF Technically Based Local Limits</u>		Project No. <u>T16414</u>
Client: <u>Town of Montague</u>		Prepared By: <u>Lisa Muscanell-DePaola</u>
		Date: <u>1/2/2024</u>
Description of Assignment: CWF Industrial Pretreatment Program		
Consulting Assistance for the Development of Technically Based Local Limits	Est. Hours	Estimated Fee
Itemization of Tasks		
Refer to proposal letter dated August 31, 2023	322, plus reimbursable expenses	\$45,000
TOTAL		\$45,000
TOTAL ESTIMATED FEE:		\$45,000
<p>I agree that the services described above shall be paid for at the actual invoiced amount in accordance with the payment provisions of the On-Call Engineering Services Agreement between <u>the Town of Montague</u> (CLIENT) and WRIGHT-PIERCE dated August 8th, 2022. Such payment may be different than the "Estimated Fee" indicated.</p>		
SEEN AND AGREED TO BY:		
(CLIENT)	_____	DATE: _____
(ENGINEER)	 _____	DATE: <u>January 3, 2024</u>

August 31, 2023

Ms. Chelsey Little, Superintendent
Town of Montague Clean Water Facility
34 Greenfield Road
Montague, MA 01351-9522

SUBJECT: Town of Montague CWF Industrial Pretreatment Program
Consulting Assistance for the Development of Technically Based Local Limits

Dear Chelsey,

The Town of Montague owns and operates a municipal Clean Water Facility (CWF) which was designed for an average daily flow of 1.83 million gallons per day (MGD) and discharges flow into the Connecticut River. The Town was issued a draft NPDES permit on March 30, 2023. The permit, expected to be issued in September 2023, has requirements related to developing local limits for Industrial and other users. The draft permit states that within 90 days of the effective date of the permit, the Town will need to submit to the EPA a written technical evaluation of the need to revise local limits. If the EPA approves of the need to revise, the Town will need to submit these revisions within 120 days of notification.

Montague's influent flow has changed substantially since the last local limits study was performed in 1998; there are no longer paper mills that discharge to the CWF, and other high loading industrial facilities have since moved into town. Therefore, the Town of Montague desires to complete a new local limits study. The Town of Montague requested to the EPA on May 12, 2023 that the permit be amended to reflect a local limits study completed within 24 months of the effective date of the new permit.

Wright-Pierce has reviewed both the draft NPDES Permit and the existing Sewer Use Ordinance and has developed a scope and fee for engineering services for the development of local limits below.

Proposed Scope of Services

Task 1 - Collect and Review Existing Information

Wright-Pierce will attend a kick-off meeting with Montague CWF staff and collect any pertinent information. At a minimum, the information provided will include:

- Daily Monitoring Reports for the CWF for the last three years.
- Whole Effluent Toxicity (WET) test results for the CWF for the last three years.
- CWF design capacity for BOD, TSS, Nitrogen, and Phosphorus (most recent Facilities Study or upgrade basis of design).
- Industrial users discharge analyses for the last three years, if any exist. Data to include self-monitoring and CWF personnel sampling and analysis.

- Usage data for past three years for all non-residential users with water consumption greater than 25,000 gallons per day (gpd).
- Sludge testing for CWF residuals for the last five years and pollutant limits imposed by the current sludge handling and disposal vendor.
- Accidental Discharge/Slug Discharge Control Plans for permitted users, if available.
- Monitoring data of hauled wastes including but not limited to septage, and fats, oils, and grease (FOG) – quantity and laboratory analyses.
- Other analytical data that may be appropriate to the analysis.

Wright-Pierce will catalogue and review the Town of Montague's existing information. An assessment of the applicability of the information to the establishment of technically based local limits will be conducted. Information that is determined to be non-representative or of insufficient accuracy will be identified and excluded from the analysis.

Task 2 - Industrial Waste Survey

It is critical to identify all pertinent Industrial Users via an industrial waste survey (IWS) prior to establishing local limits. If unidentified users are later found, the local limits and permit discharge limits may need to be revised.

Task 2 will include the following scope:

1. Review billing records to identify high volume (> 25,000 gpd) users.
2. Review town property use descriptions for non-residential users.
3. Create an electronic survey (via SurveyMonkey), and coordinate with the Town of Montague to distribute a QR code to Town's commercial and industrial users to collect information based on EPA guidance. The survey will go to at least all industrial users reported in the 2022 CWF Pretreatment Report.
4. The survey will also include questions to determine if an industrial user may be a PFAS source not previously identified. Wright-Pierce will summarize all survey results and develop a brief memorandum with appendices. This task does not include the printing or mailing of survey materials.

Task 3 – Pollutants of Concern, Sampling Plan and Sampling Coordination

Task 3 will include the following scope:

1. Develop a list of Pollutants of Concern (POCs) which will represent the lists of pollutants to be analyzed under the local limits. The list will include but is not limited to EPA POCs (arsenic, cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc, molybdenum, selenium, BOD, TSS and ammonia), parameters in existing permits, and CWF site-specific characteristics.
2. Review POCs with the Town and obtain approval of POC list from the EPA Region 1.
3. Evaluate available monitoring results for the list of POCs identified and develop a sampling plan.

4. Identify sampling points. Wright-Pierce expects the following sampling locations at a minimum: influent of the CWF, effluent of the CWF, effluent of two Significant Industrial Users (SIUs), pump station that conveys only residential flows, and sludge cake.
5. Review sampling plan with the Town and submit for review to the EPA.

The two existing SIUs in the Town are LightLife and Great Falls Aquaculture. The Town will be responsible for all field sampling, coordination with the two SIUs, and coordination with the independent laboratory. The Town will be responsible for the payment of the actual laboratory costs of the independent laboratory and testing. The Town will provide Wright-Pierce with all laboratory results in an electronic format for use in the local limits study and report.

Task 4 – Develop Technically Based Local Limits, Report Development

Task 4 will include the following scope:

1. Develop local limits calculations tables.
2. Calculate Maximum Allowable Headwork Loadings (MAHLs) for each Pollutant of Concern.
3. Calculate Maximum Allowable Industrial Loadings (MAILs) for each Pollutant of Concern.
4. Calculate MAILs values using Uniform Concentration Method.
5. Coordinate with the Town to establish appropriate safety factor and reserve capacity growth allowance for each parameter.
6. Develop limits for pollutants that represent potential to damage the collection system, contribute or cause surcharging or sanitary sewer overflow.
7. Meet with the Town to review preliminary calculations and potential local limits. Prepare a draft set of limits for the Town consideration.

Wright-Pierce will perform all calculations using EPA protocols as well as publicly owned treatment work design criteria.

Task 5 - Additional Meetings

Prepare for and attend one additional meeting at the Town's request. Additional meetings may be with the Town, public gathering, potential industrial users, or regulatory agencies. A budget of 16 hours has been allocated for this task.

Proposed Fee

Our proposed fee for performing the scope of work for Tasks 1 through 5 is presented below.

Task	Description	Labor Hours	Labor Fee	Expenses	Total Fees
Task 1	Data Gathering and Review	56	\$7,600	\$600	\$8,200
Task 2	Industrial Waste Survey (IWS)	50	\$6,300	\$0	\$6,300
Task 3	POC, Sampling Plan, and Sampling Coordination	70	\$9,800	\$0	\$9,800
Task 4	Develop Limits, Report Development	126	\$16,600	\$500	\$17,100
Task 5	Additional Meetings	20	\$3,100	\$500	\$3,600
Total		322	\$43,400	\$1,600	\$45,000

We propose a fee on a time-and-material (T&M) basis as a task order under the current On-Call Agreement, executed in August 2022, with a not to exceed cost of \$45,000. We would be happy to discuss our proposed scope and fee and adjust as necessary, to meet any specific needs you have.

Sincerely,
WRIGHT-PIERCE



Christopher N. Pierce, PE
Vice President
chris.pierce@wright-pierce.com



Lisa M. Muscanell-DePaola, PE
Project Manager
lisa.muscanell@wright-pierce.com



Montague, MA User Rate Review Board Presentation

QUANTIFIED VENTURES | JANUARY 2024

Ashley Lucht
lucht@quantifiedventures.com
[quantifiedventures.com](https://www.quantifiedventures.com)

THE OPPORTUNITY

This proposal seeks to complete the user rate analysis that began with funding from the New England Environmental Finance Center’s (EFC) New England Water Infrastructure Network (NEWIN). NEWIN, through Quantified Ventures, provided Montague with free technical assistance to complete the financial capacity analysis for its Long-Term Control Plan (LTCP). In addition to the LTCP financial analysis, Montague is required to conduct a user rate structure study as part of the Asset Management Grant from the Massachusetts Department of Environmental Protection. The proposed work described in this document will finalize the initial rate structure review.

OUR COLLABORATIVE APPROACH

Quantified Ventures will complete the following tasks:

- Finalize current rate analysis using FY25 budget
- Work with Montague to identify up to three possible new rate structures
- Prepare in-person Board presentation of possible rate structures
- Assist with follow-up rate structure implementation

QV estimates this project will take approximately 32 hours, plus travel expenses (mileage) billed as incurred. An estimate of hours per task is below:

Finalize analysis; meeting prep	17
In-person meeting (travel and meeting)	10
Follow-up	5
Total	32

Please find our rate schedule below; it is expected all work will occur at the Senior Director level:

Role/Staff	Rate
Vice President/Managing Director	\$450
Senior Director	\$302
Associate Director	\$237

STAFF EXPERIENCE AND QUALIFICATIONS

QV SRF Solutions is a team of funding and financing experts that is well versed in developing water infrastructure projects, navigating every step of the SRF application process, helping communities understand and meet the programmatic and regulatory compliance requirements unique to the SRFs including affordability criteria, fiscal sustainability plans, cost and effectiveness certifications, drinking water set-aside use, value engineering, consultation with federal cross-cutting authorities, and American Iron and Steel. In addition, team members have a breadth of experience supporting communities as they develop forward-looking budgets and reevaluate rate structures to meet the community's changing needs.

Ashley Lucht, Senior Director

Ashley brings nearly 20 years of experience working with small municipalities on a variety of infrastructure investment projects. At Vermont's DWSRF, she supported small volunteer municipal governing bodies in developing managerial and financial capacity focused specifically on budgeting and user rate analysis, and how to calculate and manage non-revenue water. At the Vermont Bond Bank, Ashley advised municipalities seeking financing on budgeting and user rates, in addition to strategizing long-term funding plans to achieve capital planning goals.

WHY QUANTIFIED VENTURES?

Our SRF Solutions team members bring:

- Robust experience in the water sector and with leveraging SRFs to finance non-traditional projects
- Proven ability to efficiently collaborate with financial, legal, and engineering teams to deliver innovative financing for natural infrastructure and technology projects
- Contacts with investors and stakeholders in related industries to supplement the capital stack
- Senior-level staff with previous experience leading State Revolving Fund, state resilience programs, and other water financing programs for states

Learn more about our SRF Solutions team at <https://www.quantifiedventures.com/srf>.

Montague Permit Discharge Summary December 2023

Parameter	Permit Required Limitation	Result
Flow	1.83 MGD (Average Monthly)	0.75
BOD mg/L	30 mg/L (Average Monthly)	5.3
BOD % Removal	>/= 85.0% (Average Monthly)	96.8%
TSS mg/L	30 mg/L (Average Monthly)	5.0
TSS % Removal	>/= 85.0% (Average Monthly)	97.9%
pH Low	6.0 SU (Daily)	6.8
pH High	8.3 SU (Daily)	8.1

MGD=Millions of Gallons per Day (standard water/wastewater flow measurement)

BOD=Biochemical Oxygen Demand

TSS= Total Suspended Solids

pH= potential hydrogen (acid/base scale)

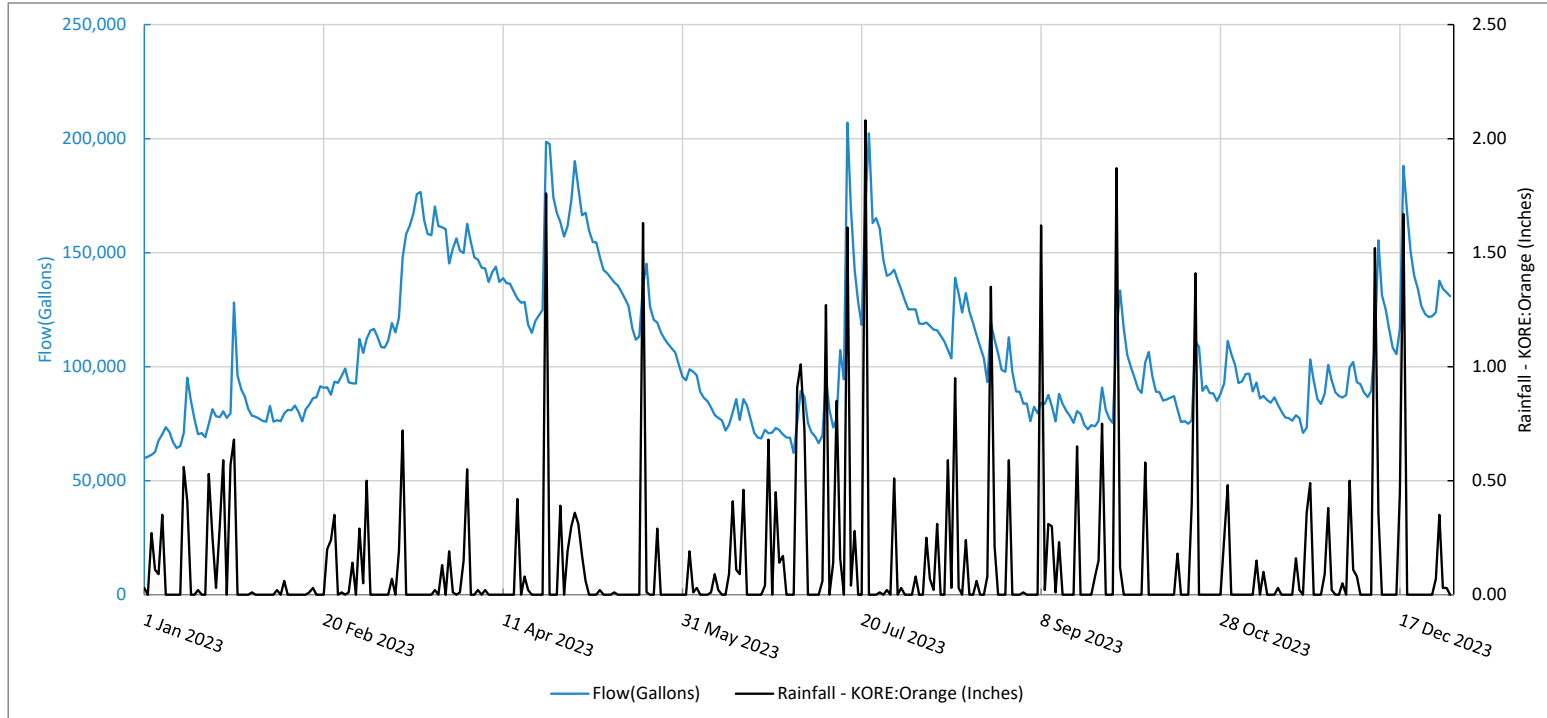
SU= Standard Units

mg/L= milligram per liter

MPN= Most Probable Number

*Note: Summary subject to change pending final data review and submittal to EPA/DEP

Integrated Flow vs. Rainfall (Daily)
Montague MA, Town of WWTP - Millers Falls Flume
1 Jan 2023 - 31 Dec 2023



Total	38,749,886
Rate	\$17.03
Overage Limit	33,191,000
Difference	5558886
Overage Fee	\$94,667.83

AGREEMENT
BETWEEN THE
TOWNS OF ERVING AND MONTAGUE
FOR JOINT USE
OF PORTIONS OF ERVING'S
WASTEWATER TREATMENT SYSTEM

THIS AGREEMENT, made this 6th day of October, 2014 by and between the Town of ERVING, Massachusetts, acting through its Board of Selectmen, hereinafter called "ERVING" and the Town of MONTAGUE, Massachusetts, acting through its Board of Selectmen, herein after called "MONTAGUE", both of said parties being municipal corporations within the Commonwealth of Massachusetts, County of Franklin.

WHEREAS, Erving does own, operate, maintain, and upgrade as required a wastewater treatment facility in Erving which is located between River Road and the Millers River in that section of Erving known as Ervingside; and

WHEREAS, Erving does own, operate, maintain and upgrade as required transmission facilities as required to convey wastewaters to the said wastewater treatment facility; and

WHEREAS, both parties to this agreement desire to continue using portions of the said Erving facilities for the conveyance and treatment of wastewater from each of the respective towns; and

WHEREAS, Montague does own, operate, maintain and upgrade as required a sanitary sewage collection system within the boundaries of Montague in that section known as Millers Falls and desires to deliver these wastewaters to the Erving facilities for conveyance and treatment at Erving's wastewater treatment plant; and

WHEREAS, both parties desire to make provisions for sharing the costs of maintenance, operation, repair and upgrade as required said treatment and transmission facilities; and

NOW THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

A. Description of Erving Water Pollution Control Facilities

1. Erving has constructed facilities which can convey and treat wastewater from Montague described as follows and shown as a heavy black line on Exhibit A appended:

- (a) An activated sludge wastewater treatment plant including outfall, having a Capacity of an average daily flow rate of 1.02 million gallons.
- (b) An inverted siphon extending from the northwesterly end of Pratt Street to the wastewater treatment plant.
- (c) A pumping station located at the westerly end of River Street.
- (d) A force main extending from the River Street Pumping Station described in A.1 (c) to Pratt Street.
- (e) A gravity sewer on River Street extending from the point at which the Montague sewer enters the Erving system to the River Street Pumping Station described in (c) above.

2. The River Street Pumping Station described in (c) above has been sized to provide capacities for handling sewage from Montague with peak flow quantity not to exceed the limit of (C1).

3. The sewer interceptor described in (b), (d) and (e) above has been sized to provide capacities for handling sewage from Montague with peak flow quantity not to exceed the estimate of 0.53 MGD.

4. The facilities described under A.1 (a), (b), (c), (d) and (e) are the only portions of the Erving system which shall be used jointly by Erving and Montague and shall be referred to hereinafter as the "Joint System."

5. Erving has constructed a manhole at the easterly end of the proposed River Street gravity sewer described in A.1 (e) above and provides therein a pipe stub of proper size to accommodate connection thereto of the connector which has been constructed by Montague pursuant to B.1 below.

6. Erving has constructed the various items included in the Joint System in accordance with Plans and Specifications approved by the Massachusetts Division of Water Pollution Control.

B Description of Montague Wastewater Facilities in the Village of Millers Falls

1. Montague has constructed its sewage collection system and connector to the Joint System at the point on River Street as shown on Exhibit A appended, said maintenance, repair, operation and upgrade to be at the sole expense of Montague.

2. Montague provides and operates a flow measuring device and made provisions for sampling its entire wastewater flow at the connector to the Joint System. The flows of wastewater from Montague that are discharged into the sewer of Erving shall be metered in the Town of Montague. A signal will be sent to the Erving treatment plant to be metered and continuously

recorded. Accuracy of all measuring and recording devices pertinent to this contract shall be verified upon request of the Sewer Commission or Selectmen of Erving or Sewer Commission of Montague. Such verification shall be carried out in a manner acceptable to both commissions. Costs resulting from such verifications shall be borne by the requesting party or as provided for in Section G below.

3. Montague agrees to assume all costs associated with the maintenance, repair, operation, and upgrade of the above-mentioned metering and recording devices located in Montague.

C. Joint System Use by Montague

1. Montague shall have the right to convey into the Joint System, wastewaters emanating from Montague limited in accordance with the following schedule:

Average daily flow rate	-	0.15 MGD
Peak flow rate	-	0.53 MGD
5 – day Biochemical Oxygen Demand	-	Total 200 lbs. /day
Suspended solids	-	Total 200 lbs. /day

2. Montague shall adopt and enforce regulations controlling the use of its sewerage system which regulations shall be in accord with the requirements of the Massachusetts Department of Environmental Protection. Said regulations shall be at least as restrictive as those adopted by Erving. Montague shall abide by Erving's Sewer Use Regulations (as amended 3-19-12)

3. In the event Montague elects to collect in its system for discharge to the Joint System any industrial wastes, it shall make charges to any industry so discharging for both capital and annual and operating charges as required by the Federal Environmental Protection Agency. Erving will be reimbursed 100% for any unusual capital or operating expenses necessitated by Montague industrial waste received at the wastewater treatment plant.

4. In the event that the discharge of wastewaters originating in Montague into the Joint System exceeds the flow rates and pollution loadings indicated in C.1 above for any calendar year, Montague shall not make or permit further or additional connections of properties or buildings to its sewerage system, upon written notice filed with Montague by Erving until the following conditions have been accomplished.

- (a) If Erving determines that there exists sufficient capacities in its sewerage system for handling and treating the wastewater flows and pollution loadings which are in excess of the limiting quantities designated in Section C.1 above, it may at its election, revise the said limiting quantities subject to the terms of Section C.5.

(b) Upon payment by Montague to Erving of the sums due, Montague shall have the right to flow into the Joint System for the balance of the term of this agreement the revised quantity of wastewaters as determined by Erving.

5. In the event that Montague foresees a need for additional capacities in the joint facilities over those specified in C.1 above, Montague shall petition Erving in writing for said additional capacities and the procedure outlined in C.4 (a) and (b) above shall be followed.

D. Payments by Montague for Operation, Maintenance and Repairs to the Joint System

Montague will be charged an annual flat fee plus an excess flow charge, if the latter is applicable. The development of the flat fee and the excess flow charge is described below under Section D.6.

- ~~1.~~ Flat fee payments required under this Section shall be made quarterly. Said quarterly payments shall be one-quarter (1/4) of the annual flat fee charge and shall be due on the first day of each quarter beginning with the first day of the fiscal year. An additional one-time payment shall be made by Montague within thirty (30) days after mailing of a July invoice by Erving in the event that an excess flow charge is applicable.
2. Erving shall be responsible for all costs of maintenance and repair of the sewerage system in Erving which are not part of the Joint System as hereinbefore defined.
3. Montague shall be responsible for all costs of maintenance, repair, upgrade, and operation of the sewerage system within Montague as well as the river crossing connector sewer to the Erving system.
4. Montague's proportional share of the net cost of maintenance and capital expenditures of joint systems shall be as follows:
 - a. River Street pumping station and force main described in A.1 (c) and (d) at 90% of Erving's net cost.
 - b. River Street gravity sewer described in A.1 (e) at 100% of Erving's net cost.
5. Without prior notice to Montague, Erving may make emergency expenditures which cost \$20,000.00 or less. Erving will notify and seek agreement from Montague as soon as practicable upon Erving's determination that expenditure is anticipated to cost more than \$20,000.00. Erving shall apply the standards applicable under the relevant procurement law in determining whether an event is an emergency, and shall follow all laws applicable to such emergency procurements. Emergency expenditures will be billed independently, and such bills will include a statement of emergency circumstances, describe the procurement procedures followed, and include copies of any procurement waivers received from the Commonwealth. Montague shall not be obliged to pay for any expenditure for repairs not made in compliance with law.
- 6.

Development of Flat Fee and Excess Flow Charge

Proposed assessment

Proposed assessment is developed based on:

1. Flat Fee (which is billed quarterly)
2. Excess Flow Charge (which, if applicable, is an annual fee based on flow through December 31st)

Assessment = Flat Fee + Excess Flow Charge

Flat Fee development

Example: Flat Fee = \$184,545. This fee was accepted as the baseline for FY14 (7-1-13 thru 6-30-14). It was established using an annual baseline volume of approximately 33,191,000 gallons of flow.

Given - 1. Rate to establish the FY14 Flat Fee was the current Montague sewer "Rate 1" charge that is used by Montague to bill the Town of Gill and other large users. This FY13 rate = \$5.56/1,000 gallons.

Calculation -- Rate X Volume = Flat Fee

$$\$5.56/1,000 \text{ gal.} \times 33,191,000 = \$184,545$$

Excess Flow Charge development

Using the 33,191,000 as the initial base starting point, any flow over this amount in the noted time period would be charged as follows:

Calculation = (Period Flow of X amount – 33,191,000) X \$5.56/1,000 gal. = Excess Flow Charge

Example – (34,122,356 – 33,191,000) X \$5.56/1,000 gal. =

$$931,356 \text{ gal.} \times \$5.56/1,000 \text{ gal.} = \$5,179$$

The example assessment then becomes Flat Fee + Excess Flow Charge = \$184,000 + \$5,179 = \$189,179.

Following years

Annual Flat Fee calculation = \$184,000 X 1.025

This shows that each succeeding year the flat fee increases by 2.5%. This is thought to be a fair and reasonable change. It allows for a predictable source of revenue for Erving and appropriation budgeting value for Montague.

The rate for Excess Flow would change each fiscal year to equal the current Montague sewer "Rate 1" charge that is used by Montague to bill the Town of Gill and other large users.

The Excess Flow Charge, based on annual flow through December 31st, will be billed and due in July.

E. Abnormal Maintenance and Repair

In the event that it becomes necessary during the term of this Agreement or any extension thereof to make abnormal repairs or replacements over and above those considered to be normal maintenance and repairs, because of the discharge into the Joint System of prohibited substances in accordance with Section C.2, the cost of making said abnormal repairs shall be borne entirely by the offending Town.

F. Inspection

1. Erving's authorized representatives shall have the right to enter and inspect Montague's collection system tied to the joint system, at all times, with or without Montague's presence for the purpose of observing the collection system facilities. When practicable, Erving shall provide reasonable advance notice of such visits to Montague.
2. The records pertaining to sewers of the Department of Public Works of Montague that contribute to the collection system tied to the joint system shall be readily accessible to Erving's authorized representatives.
3. Montague's authorized representative shall have the right to enter and inspect the Joint System facilities at all times by providing reasonable advanced notice to Erving during standard hours of operation.
4. Erving's records pertaining to the Joint System shall be readily accessible to Montague's authorized representative by providing reasonable advanced notice to Erving during standard hours of operation.

G. Calibration

1. Flow metering device located at the Millers Falls flume in the Town of Montague shall be calibrated at least once a year at Montague's cost and once a year at Erving's cost.
2. Anytime Erving feels the metering device is out of calibration 5% or greater Erving shall have the device calibrated. If device is out of calibration by 8% or greater, Montague shall cover the cost of calibration, if device is out of calibration less than 8% the cost will be absorbed by Erving.

H. Disputes

In the event of dispute over the terms of this agreement, the aggrieved party may by written demand to the other claim a right to review by an Independent Review Panel. Erving and Montague shall each designate a party to sit on an Independent Review Panel. Each of these designees shall be a wastewater treatment engineer, or wastewater treatment plant operator possessing at least a Grade 4 operator's license. The Erving and Montague designees shall then confer for purposes of selecting one individual or entity as the third member of the Independent Review panel who may hold such qualification as they deem appropriate. The Independent Review Panel shall review the dispute, all pertinent records, and make a non-binding recommendation as to resolving the dispute. Erving and Montague shall each bear the costs of its own appointee and share equally in the costs of the joint appointee. If Erving and Montague

cannot settle their dispute by means of Independent Review Panel, either party or both may bring suit in an appropriate court in the Commonwealth of Massachusetts.

I. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

J. Assignment

Neither party shall make any assignment of this Agreement without prior written approval.

K. Amendments

1. All amendments or any changes to the provisions specified in this Agreement shall require a written instrument signed by the parties.
2. It is mutually agreed that no failure or delay in performance shall be deemed to be a breach hereof when such failure or delay is occasioned by or due to any act of God, strike, walkout or riot, epidemic, explosions, sabotage, break or accident to machinery or line of pipe, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom the breach is alleged, provided that no cause or contingency shall relieve Montague of its obligations to make payment for wastes delivered and treated.

L. Term of Agreement

The initial term of this Agreement shall be ten (10) years from the date of execution and the Agreement shall continue from year to year thereafter until terminated by either party giving three years' written notice, or until such time as it may be amended or replaced by a new agreement mutually agreed upon by the parties hereto. Either party may terminate this contract with one year's written notice in the event of substantial cause, which shall include Erving's failure to observe procurement laws with respect to the Joint System improvements, Erving's failure to timely make records of the Joint System available to Montague, or Erving's failure to consult in advance with Montague with Joint System expenses that exceed \$20,000.

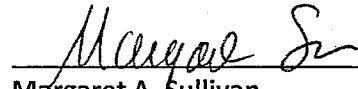
IN WITNESS WHEREOF, the Town of Erving has caused its corporate seal to be hereby affixed and these presents to be signed in its name and behalf by its Board of Selectmen and the said Town of Montague has caused its corporate seal to be hereto affixed and these presents to be signed by its Board of Selectmen the day and first year written above.

TOWN OF ERVING
Board of Selectmen



William A. Bembury, Chairman

10/6/14




Margaret A. Sullivan

TOWN OF MONTAGUE
Board of Selectmen



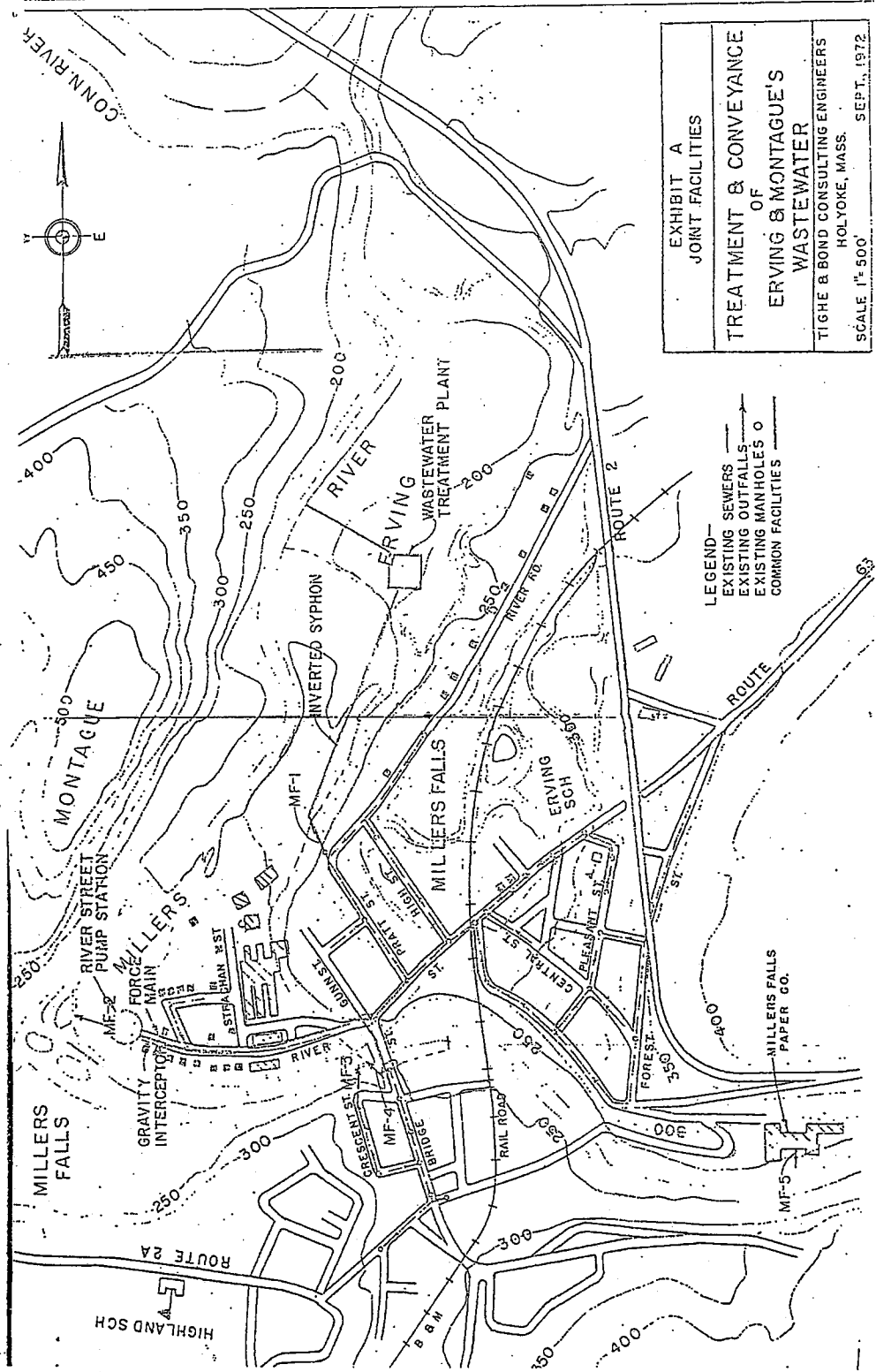
Christopher Boutwell, Chairman



Mark Fairbrother



Michael Nelson



Agency: *EPA Region 01 - New Hampshire and Massachusetts*
 Subscriber Agreement Number: *3bae891a-41d3-4788-a8ab-37f81f8261a0*
 Generated On: *2024-01-10 12:16:23.067*
 Account Reference: *360743*

NetDMR Subscriber Agreement Instructions Page

This form can be used for permits issued by: EPA Region 01 - New Hampshire and Massachusetts, hereafter referred to as "the Regulatory Authority".

A. Signatory Authority Information

The Signatory Authority is the individual that intends to sign DMRs and signs this Subscriber Agreement in Section E.

User Name: HWYSUPT@MONTAGUE-MA.GOV
Subscriber Name: Thomas Bergeron
Organization: Montague DPW
Email Address: hwysupt@montague-ma.gov
Phone Number: (413) 863-2054

B. Permit Information

Signing privileges are requested for the following permits:

Permit ID	Facility Name	Facility Address	Relationship	Authorized By
MA0100137	MONTAGUE W P C F	34 GREENFIELD ROAD MONTAGUE, MA 01351	Parent	Richard Kuklewicz

C. Terms and Conditions

- **PURPOSE:** This agreement creates a legally binding obligation for the signer of the Agreement (the Responsible Official and/or Signatory Authority) to abide by the terms and conditions for use of the NetDMR System, and memorializes a mutual understanding that the signer of this agreement is as legally bound, obligated, and responsible by use of the assigned electronic signature as by a hand-written signature.
- **ACCEPTANCE & EFFECT:** Acceptance of this agreement by the Regulatory Authority shall be evidenced by notice from the Regulatory Authority, provided electronically, that this agreement has been approved.
- **SUBMITTAL & RECEIPT:** A Document shall be deemed to have been submitted when it is

accessible to the Regulatory Authority. A document shall be deemed to have been received when it can be fully processed. No document shall satisfy any reporting requirement until it is received.

- **VERIFICATION:** In accordance with the associated certification statement, the signer of the Agreement is responsible for the truth and accuracy of the content of each submission. The signer of the Agreement also has an affirmative obligation to check the accuracy of the document as received by the Regulatory Authority and to notify the Regulatory Authority promptly if the document was sent without authorization or differs in substance in any way from the document that was submitted.
- **INABILITY TO TRANSMIT OR FILE REPORTS ELECTRONICALLY:** No party shall be liable for any failure to perform its obligations in connection with any Electronic Transaction or any Electronic Document, where such failure results from any act or cause beyond such party's control which prevents such party from electronically transmitting or receiving any Documents, except that the signer of the Agreement (Responsible Official and/or Signatory Authority) is nonetheless required to submit records or information required by law via other means, as provided by applicable law and within the time period provided by such law.
- **SEVERABILITY:** Any provision of the Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- **TERMINATION AND RENEWAL:** The Agreement may be terminated at any time by the Regulatory Authority. Upon termination of this agreement, the associated ability to submit electronic information through the NetDMR system will be terminated. The Regulatory Authority will provide notification of termination, including the date on which termination takes effect. A new Responsible Official and/or Signatory Authority must resubmit this form at the time that a new permit application is submitted or when Responsible Official and/or Signatory Authority responsibility transfers from one person to another.
-Note: Termination of this agreement may eliminate the ability to comply with permit requirements for any continuing operations. Paper DMR Reports will only be accepted under this permit where the permittee has provided sufficient justification and obtained prior approval from the Regulatory Authority.

D. Responsible Official Authorization

The Responsible Official is the appropriate individual identified under 40 CFR §122.22(a) with the authority to sign permit applications, reports, and other permit-required submittals (e.g., DMRs). The Responsible Official can also delegate the authority to electronically sign DMRs to a duly authorized representative(s) as described in 40 CFR §122.22(b).

Permit ID(s): MA0100137

I, Richard Kuklewicz Selectboard Chair, have the authority to enter into this Agreement for MONTAGUE W P C F and Permit ID MA0100137 under the applicable standards. I request EPA Region 01 - New Hampshire and Massachusetts grant Thomas Bergeron the ability to submit DMRs for Permit ID MA0100137.

Responsible Official Name: Richard Kuklewicz
Title: Selectboard Chair
Phone Number: 413-863-3200
Email Address: richardk@montague-ma.gov

Responsible Official Signature

Date

E. Signatory Authority Signature

The Signatory Authority is the NetDMR user that submits this agreement to request approval to electronically sign DMRs. The Signatory Authority has the authority to sign DMRs under 40 CFR §122.22(a) or is a duly authorized representative(s) who has been delegated the authority to electronically sign DMRs by the Responsible Official as described in 40 CFR §122.22(b).

Permit ID: MA0100137

I, Thomas Bergeron, am authorized by the signatory authority named in Part D of this document, who does have the authority under the applicable standards, to enter into this agreement for MONTAGUE W P C F and Permit ID MA0100137.

By submitting this application for MA0100137, I, Thomas Bergeron, have read, understand, and accept the terms and conditions of this subscriber agreement. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Title: DPW Superintendent

Signatory Authority Signature

Date

Print this form, save a copy for your records, and mail to:

EPA Region 01 - New Hampshire and Massachusetts

Attn: Diane Castricone

Environmental Protection Specialist - EPA Region 1

5 Post Office Square, Suite 100 (OES04-3)

Boston , MA 02109-3912

Checklist - Regulatory Authority Use Only:

Check	Information	Name	Date
	Form Received by		
	Verified ICIS-NPDES Permit Limits		
	Regulatory Authority Approves NetDMR Authorization		
	ICIS-NPDES NetDMR Flag Populated		
	User Approved in NetDMR Application		
	Notification to User		
	Inactivated?		

State Aid Program - Project Request

Project Name: Chp 90 - Montague - Multi Guardrails

Application Date: 1/9/2024

Applicant Information

Municipality	MONTAGUE
District	District 2

Municipal Contact

Name	Brandy L. Patch
Title	Office Manager
Email	hwycpliance@montague-ma.gov
Phone	(413)863-2054
Address	128 Turners Falls Road
Zip Code	01351

Grant Type

Grant Type	Chapter 90
Project Type	Other <input type="checkbox"/> Guardrails <input checked="" type="checkbox"/>

Nature of Request

Scope of Work	4,507 feet of guardrails.
Desired Start of Construction Date	01/09/2024

Chp 90 - Montague - Multi Guardrails

1/9/2024 10:41:42 AM



Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost	\$140,956.00
-----------------------------	--------------

Attach Preliminary Estimate:

Guardrail Proposal- Chp 90.pdf



CHAPTER 90 Details

Contract No.			
Bridge No.			
Length	4507		
Width	0		
Typical section details			
Surface			
Base course			
Foundation			
Shoulders/Sidewalk			

- Work to be done Force Account
 Advertised Contract
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

CERTIFICATION

Signed:

DocuSigned by:

Tom Bergeron

Superintendent

1/9/2024

Highway Official's Title

Date

DocuSigned by:

Carolyn Olsen

Accountant

1/9/2024

Accounting Official's Title

Date

Date

Duly Authorized Municipal Officials

Date

Municipal (Others)

Date

Municipal (Others)

Reviewed By:

Signed:

State Aid Engineer

Date

Road Classification
Verified:

Approved for: \$

@100%

District Highway Director

Date

Chp 90 - Montague - Multi Guardrails

1/9/2024 10:41:43 AM

State Aid Program - Project Request

Project Name: Chapter 90 - Montague - Paver

Application Date: 1/4/2024

Applicant Information

Municipality	MONTAGUE
District	District 2

Municipal Contact

Name	Brandy Patch
Title	Office Manager
Email	hwycompliance@montague-ma.gov
Phone	(413)863-2054
Address	128 Turners Falls Road
Zip Code	01351

Grant Type

Grant Type	Chapter 90
Project Type	Equipment

Nature of Request

Scope of Work	Purchase Paver
Desired Start of Construction Date	01/04/2024



Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost	\$52,795.00
-----------------------------	-------------

Attach Preliminary Estimate:

[Paver- Sales Order- Chp 90.pdf](#)



CHAPTER 90 Details

Contract No.			
Bridge No.			
Length	0		
Width	0		
Typical section details			
Surface			
Base course			
Foundation			
Shoulders/Sidewalk			

- Work to be done Force Account
 Advertised Contract
 Other

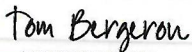
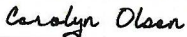
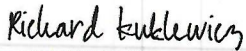
- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

Chapter 90 - Montague - Paver

1/4/2024 2:17:43 PM

CERTIFICATION

Signed:			
	<small>DocuSigned by:</small>  <small>B7FF6276A4CE46D</small> Superintendent	1/8/2024	
	Highway Official's Title		Date
	<small>DocuSigned by:</small>  <small>646B18E92BA74C2...</small> Accountant	1/8/2024	
	Accounting Official's Title		Date
1/8/2024		<small>DocuSigned by:</small>  <small>04E120559F45444</small>	
Date	Duly Authorized Municipal Officials		
Date	Municipal (Others)		
Date	Municipal (Others)		

Reviewed By:			
Signed:			
	State Aid Engineer		Date
Road Classification Verified:			
Approved for: \$			@100%
	District Highway Director		Date

Chapter 90 - Montague - Paver

1/4/2024 2:17:43 PM

EQUIPMENT SALES ORDER

Wilmington, MA 800-225-7956 Shrewsbury, MA 800-698-8517 Middleboro, MA 800-489-8000 Lewiston, ME 800-640-6050 Concord, NH 877-767-0655 Wallingford, CT 888-828-7767

Legal Name of Purchaser Town of Montague Mass DPW

d/b/a _____

Address 128 Turner Falls Road Turner Falls Franklin Massachusetts 01376
 Street City/Town County State ZipCode

Mailing Address (if different) _____ Telephone 1-413-863-2054

BPO128057
Customer #
6706
PO #

DESCRIPTION OF EQUIPMENT

Make DynaPac Model CC1200 VI S/N 036003 Unit # _____

Attachments and Options _____ Unit # _____

Sourcewell Contract #060122-DYN Unit # _____

_____ Unit # _____

(Collectively, the "Equipment")

Requested Delivery Date _____ Delivery Arranged by Seller Purchaser

SALE		TRADE-IN PROPERTY	
Selling Price	<u>\$51,157.44</u>	Make	_____
Rentals Applied	_____	Model	_____
Trade Allowance	_____	S/N	_____
Trade allowance is based upon conditions of the trade-in property as of the date Purchaser signs this order. Purchaser agrees to repair or replace the trade-in property if damage beyond normal wear occurs before delivery.		Description	_____
Balance	_____	Attachments	_____
Sales Tax	_____	Is property free and clear of all liens?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other	_____	Lienholder	_____
Freight/PDA	<u>\$1,637.56</u>	Principal Balance Due \$	_____ As of _____
Total Due	<u>\$52,795.00</u>		

PAYMENT TERMS: With order \$ _____ On Delivery \$ _____ Balance payable as follows NET 30 DAYS Balance \$ _____

WARRANTY: Manufacturer's Standard - Expires on (date) _____ or at (hours), whichever occurs first, _____
 No Warranty Expressed or Implied Other _____

By: Frank Rhoades
Sales Representative

By: Brandon Lothrop
Sales Manager

Date: 12-29-2023

PURCHASER: Town of Montague Mass. DPW

By: Will Stratford-Tom Bergeron

Title: Highway Foreman-Superintendent

Date: 1-4-24



**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
SANITARY LANDFILL
ENVIRONMENTAL MONITORING
FISCAL YEAR 2024**

**HIGHWAY DEPARTMENT
TOWN OF MONTAGUE, MASSACHUSETTS**

THIS AGREEMENT made this _____ day of _____ 2023 by and between the Town of Montague, Massachusetts, hereinafter designated as the "TOWN", a municipal corporation duly established by law in the Commonwealth of Massachusetts, as represented by its Board of Selectmen, hereinafter designated and referred to as the "BOARD" and Tighe & Bond, Inc., a corporation incorporated under the laws of Massachusetts, and having its principal office in the City of Westfield, said Commonwealth of Massachusetts, hereinafter designated as the "ENGINEER".

WHEREAS, the Massachusetts Department of Environmental Protection (MassDEP) requires groundwater and surface water monitoring of the Montague Sanitary Landfill (hereinafter "Project"), and

WHEREAS, the BOARD requires professional engineering services relative to conducting the monitoring activities.

NOW THEREFORE, the BOARD and the ENGINEER, for the consideration hereinafter named, agree as follows:

SECTION 1 - SCOPE OF THE WORK

The professional engineering services, which are specifically included in this AGREEMENT, are as follows:

A. Groundwater, Surface Water and Landfill Gas Monitoring

The ENGINEER shall monitor landfill gas and collect and analyze groundwater and surface water samples in accordance with the program outlined in Attachment A. The ENGINEER shall summarize the data and forward the laboratory reports and data summary to the BOARD after each sampling event.

SECTION 2 - COMPENSATION

The BOARD agrees to pay, and the ENGINEER agrees to accept as full compensation for all work called for and completed under the terms of this AGREEMENT, fees and charges as follows:

- A. All services performed under Section 1 shall be furnished on an "hourly plus expense" basis. For the purposes of determining a contract value, it is mutually agreed that the services under this AGREEMENT shall be limited to a maximum fee of \$24,400 for Fiscal Year 2024, invoiced in accordance with ENGINEER's standard billing rates. The breakdown of this limiting fee is as follows:

Task 1: Semi-Annual Groundwater and Surface Water Monitoring (2 events)

Labor	\$7,100
Laboratory Analysis, Sampling & Transportation	<u>\$15,800</u>
Total Estimated Cost	\$22,900

Task 2: Semi-Annual Landfill Gas Monitoring

Labor	\$950
Equipment Rental & Transportation	<u>\$550</u>
Total Estimated Cost	\$1,500

- B. For outside services, which are rendered for the ENGINEER by others than its direct employees, the fee shall be the ENGINEER's direct cost-plus ten percent.
- C. Automobile transportation for employees of the ENGINEER traveling in direct reference to the project shall be paid for at the standard Federal rate per vehicle mile at the time of travel.
- D. The ENGINEER shall not be required to provide any engineering services under this AGREEMENT that will result in the limiting fee being exceeded, without first amending this AGREEMENT. In the event that this limiting fee has to be exceeded for reasonable cause, the BOARD and the ENGINEER shall mutually revise it by written amendment to this AGREEMENT. In the event that the BOARD and the ENGINEER cannot reach agreement, the work shall thereupon cease.
- E. Interim payments shall be made monthly to the ENGINEER as the project proceeds. It is understood and agreed that the ENGINEER will be paid only for services rendered by its employees and expenses under this AGREEMENT. All services rendered by TOWN employees will be at no cost to the ENGINEER and it will receive no payment therefore.

SECTION 3 - MISCELLANEOUS

- A. The BOARD and the ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the BOARD.
- B. This AGREEMENT represents the entire and integrated Agreement between the BOARD and the ENGINEER and supersedes all prior negotiations, representations or Agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both BOARD and ENGINEER.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the BOARD or the ENGINEER.

IN WITNESS WHEREOF, the BOARD and ENGINEER have caused these presents to be signed by their respective duly authorized representatives for the purpose on the day and year first written above.


**TOWN OF MONTAGUE
BY IT'S BOARD OF SELECTMEN**

In the Presence of:

In the Presence of:

TIGHE & BOND, INC.





Peter Valinski, PE
Vice President

Certified as to Appropriation

Town Accountant

J:\M\M5003 MONTAGUE\AGREEMENT\FY2024 LF ENG AGREE\FY2024 AGREEMENT.DOCX

ATTACHMENT A

GROUNDWATER, SURFACE WATER AND LANDFILL GAS MONITORING

TABLE 1
Environmental Monitoring Program Parameters

<p>General Chemistry</p> <p>Field pH</p> <p>Field Temperature</p> <p>Field Specific Conductance</p> <p>Field Dissolved Oxygen</p> <p>Alkalinity</p> <p>Chemical Oxygen Demand (COD)</p> <p>Chloride</p> <p>Cyanide</p> <p>Nitrate (As Nitrogen)</p> <p>Sulfate</p> <p>Total Dissolved Solids (TDS)</p>	<p>Metals</p> <p>Iron (Fe)</p> <p>Manganese (Mn)</p> <p>Arsenic (As)</p> <p>Barium (Ba)</p> <p>Cadmium (Cd)</p> <p>Chromium (Cr)</p> <p>Copper (Cu)</p> <p>Lead (Pb)</p> <p>Mercury (Hg)</p> <p>Selenium (Se)</p> <p>Silver (Ag)</p> <p>Zinc (Zn)</p> <p>Calcium (Ca)</p> <p>Sodium (Na)</p>
<p>Volatile Organic Compounds (VOCs)</p> <p>EPA Method 8260 Including:</p> <ul style="list-style-type: none"> Acetone Methyl Ethyl Ketone (MEK) Methyl Isobutyl Ketone (MIBK) Xylenes + ID Unknown Peaks @ 2x Base <p>Separate Low-Level Analysis for 1,4-Dioxane</p>	
<p>Landfill Gas Monitoring – Field Parameters</p> <p>Methane – total percent</p> <p>Carbon Dioxide – total percent</p> <p>Oxygen – total percent</p> <p>Balance Gas – total percent</p>	

**TABLE 2
Environmental Monitoring Program Locations**

Location	Description
Groundwater Monitoring Wells	
DW-1	Downgradient Shallow Well - North of Landfill
DW-2S	Downgradient Shallow Well - Northwest of Landfill
DW-3	Downgradient Shallow Well - West of Landfill (no longer exists)
DW-4	Downgradient Shallow Well - Southwest of Landfill
MW-6S	Upgradient Shallow Well - East of Landfill
MW-7S	Downgradient Shallow Well - Southeast of Landfill
MW-8S	Downgradient Shallow Well - Southwest of DW-4
Surface Water & Seepage Area Stations	
Stream S-2	Downstream Station @ Greenfield Road - Randall Brook
Stream S-4	Downstream Confluence - North and South Branches of Randall Brook
SA-1	Downgradient Seepage Area - South Branch Randall Brook
MH-DP	Discharge Pipe for Internal Drainage from the Old Burn Dump Area - North Branch Randall Brook
SA-XX	New Seepage Area at the Old Burn Dump Area
Landfill Gas Monitoring (3 new gas monitoring wells by others)	
GW-1	Proposed – Between the Landfill and the Transfer Station area
GW-2	Proposed – Between the Landfill and the Dog Shelter
GW-3	Proposed – Between the Landfill and the Judd Wire, Inc. facility

Town of Montague Personnel Status Change Notice

Authorized Signature: _____

Employee # 2054

General Information:

Full name of employee: Eric Cole Department: DPW

Title: Truck Driver/Laborer in Training Effective date of change: 01/17/2024

New Hire:

Permanent: Y N If temporary, estimated length of service: _____

Hours per Week: _____ Union: _____

Pay: Grade _____ Step _____ Wage Rate: _____ (~~annual~~/ hourly)

Board Authorizing: _____ Date of Meeting: _____

Grade/Step/COLA Change:

Union: UE

Old Pay: Grade C Step 3 Wage Rate: \$21.90 (~~annual~~/hourly)

New Pay: Grade C Step 3 Wage Rate: \$21.90 (~~annual~~/ hourly)

Notes:

Termination of Employment:

Resignation: _____ Layoff: _____ Involuntary Termination: _____

Other:

_____ Unpaid Leave of Absence Termination Date: _____

_____ Unpaid Sick Leave Termination Date: _____

X Other/Specify: Change positions- from building maintenance to truck driver/laborer in training.

Termination Date: _____

Copies to:

_____ Employee

_____ Department

_____ Board of Selectmen

_____ Treasurer

_____ Accountant

_____ Retirement Board

FY25 DPW Request for Collection System Truck Driver/Laborer Position January 3, 2024

Date	Milestone Title	Description
2/1/2024	Use GIS for all operations	Inspections, field investigations, Jet-cleaning, CCTV
7/1/2024	Hire new Laborer	First year - Focus on neglected parts of the collection system but mostly catch basins and connected storm pipes in need of jetting. Jet-clean/vactor 2-3 days per week, CCTV & field investigations 1-2 times per week.
10/31/2024	O&M Manual finished	Staff will implement recommendations in the O&M Manual created by Wright Pierce. Manual will make staff recommendations.
12/1/2024	problem areas identified	Sources of I/I will be identified, as well as areas in need of repair. Repair estimates put on next budget request.
7/1/2025	Continue maintaining O&M	collection system maintains capacity for storm events, decreasing CSO events and volume. Jetting increases capacity, but also identifies issues.
12/1/2025	Budget planning	1.5 year after laborer is hired, approx. 20% of the collection system has been jetted. Combined 2023 data, the Department will have an idea of the condition of 25% of the collection system and can budget for upgrades.

For example, Jetting:

Friday overtime:

- 2 staff
- One 8-hour day
- Fridays only April 1 – November 1

Full time Staff:

- 2 staff
- Two 10-hour days
- Between April 1 – November 1

Additional Notes: Jetting has been on schedule for the past couple of years, but there has been no time for CCTV or further investigations. Jetting has been done only on Fridays which is overtime. Once the position is filled, there will be no need for Friday overtime for getting. The full-time position will focus on neglected areas of the sewer and stormwater system for the first year, jetting sewer pipes that are in need (that have not been jetted recently, or that are in problem areas), and vactoring catch basins (which have not been done in 8+ years). Removing dirt and grit from the pipes and catch basins (in combined areas) will increase the capacity of the collection system while identifying problems (extra, dirt, grit, wipes, or chunks of pipe). If jetting identifies problem areas, the pipe will be CCTV inspected. Any needed repairs will be recorded, and the Superintendent is notified. An appropriate plan of action is decided based on the findings.

Besides jetting pipes, and vactoring catch basins, ongoing field work, inspections and CCTV work must be done on a continuous cycle. Operation and maintenance take priority, but GIS also needs to be updated. Every single pipe and structure in the Town needs to be edited (pipe size, material, condition, date installed, date inspected, invert elevations etc.) or added to the database.

When fully staffed, the DPW can run 2 crews doing 2 separate projects. When the DPW is short a couple staff members there isn't enough to run the 2 separate crews, which results in inefficiencies.




Legend

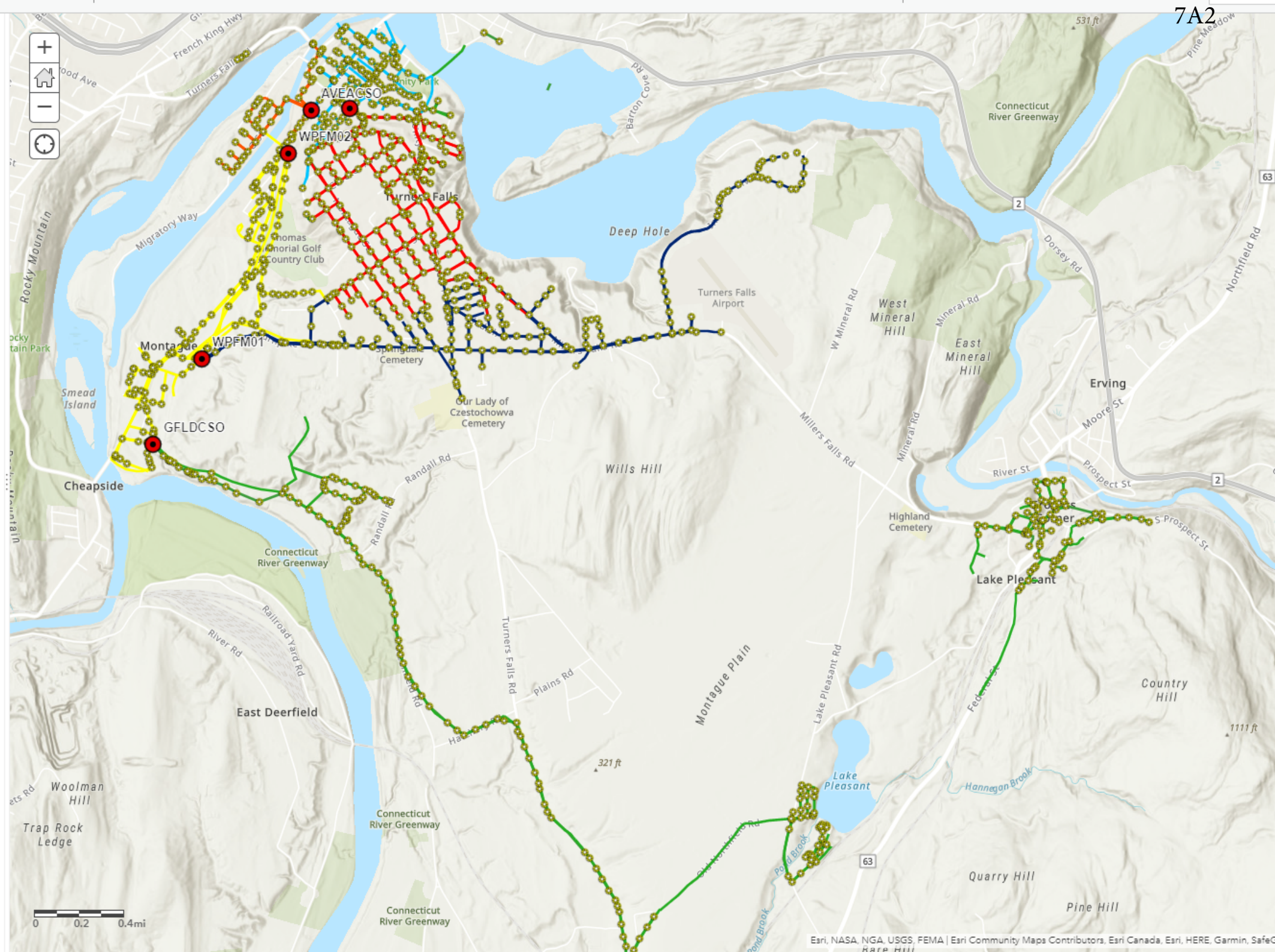
MeterLocations_20220216

Manhole

EXISTING SEWER MAIN

RCAP SEWER MAIN

-  MeterLocations_20220216
-  Manhole
- EXISTING SEWER MAIN**
-  7THL
-  <Null>
-  AVEACSO
-  GFLDCSO
-  WPFM01
-  WPFM02
- RCAP SEWER MAIN**
-  7THL
-  <Null>
-  AVEACSO
-  GFLDCSO
-  WPFM01
-  WPFM02





- Manhole
- Lift Station
- ▭ Treatment Plant
- Sanitary Main
- Sanitary Lined Main
- Combined Main
- Force Main
- Unknown

Sewer System Montague, MA

PROJ NO: T16253 DATE: 3/25/2022

WRIGHT-PIERCE
Engineering a Better Environment

FIGURE
1

Turners Falls Municipal Airport Budget Discussion

January 16, 2024

- Update on Airport Solar Project
- Impact on FY24 Revenue
- Context for Resolving FY24 Budget Shortfall
- Potential FY24 Budget Solutions
- Revenue History and Potential New Sources
- FY25 Budget Scenario and Funding Options

1

Solar Lease Issue

- FY24 Budget depended on \$151,962 from solar lease, with \$240,000 in annual revenues expected.
- Lease was signed in Summer 2023, but was contingent on Eversource interconnect approval
- Estimated Eversource interconnect cost > \$16M, far more than the solar company had planned for the project
- We've spent several months working with the utility and the developer to find a solution to close the gap
- We do not presently expect this issue to resolve in FY24 or FY25

2

Solar Revenue Loss Puts Airport FY24 Budget in Deficit

- Other revenues appear on track and an unbudgeted \$7,800 FCTS land-lease payment will be received. Keeping that as a cushion against minor revenue shortfalls, the estimated total FY24 shortfall is \$152,000
- Unexpected R&M costs of nearly \$20K impacts can be partly offset by expected surplus in other budget lines of \$10K
- Net figure to solve for becomes \$162,000, which is 38% of total budget
- FY24 Airport Budget is \$426,965
 - Staff/Operations: \$284,915
 - Debt: \$101,535 (all but \$30,187 funded by grant)
 - Benefits: \$ 40,515
- Original budget was very conservative and there is little flexibility to cut

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Context for FY24 Revenue Shortfall

- Labor and benefits are the largest cost areas (\$178,591)
- Airport near minimum responsible staffing to ensure safety and compliance
- The remaining budget closely matches actual costs to operate, with minimal “extra space.” 65% of these funds have already been spent.
- While reducing FY24 operational expenses can help at the margins, it is not someplace we can find the solution
- Can’t consider “closing shop” due to Airport Grant Assurances
- The responsible solution appears to be to fund with other sources

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Potential FY24 Budget Solutions

Potential Sources: ARPA, General Town Stabilization, Town Capital Stabilization, RRA Sale of Real Estate, and Free Cash

- One or more of these sources could fund:
 - \$10K Capital Outlay – Airport Share (5%) for Pioneer Aviation Ramp Project
 - \$30K Debt Service Balance – Airport Share for Pioneer Aviation Purchase
 - \$122K Remaining Revenue Shortfall
- Receipts Reserved for Appropriation Sale of Real Estate only available for projects eligible for debt service. We are confirming these funds can be used for existing debt.
- Additional solutions on the revenue side are not available in FY24 and unlikely to be realized in FY25

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Airport Revenue History

Airport Revenue	FY22 Revenue	FY23 Revenue		FY24 Revenue through 12/31/23			FY25 Projected	
	Actual	Budgeted	Actual	Uncollected	Budgeted	Actual		Uncollected
PILOTS	16,066	12,750	12,755	(5)	13,000	6,017	6,983	12,800
Rental/Leases	40,588	112,279	46,883	65,396	47,000	39,381	7,619	54,280
Planes	-	2,100	-	2,100	-	-	-	-
Rent	11,324	15,000	10,771	4,229	11,000	7,088	3,912	11,500
Non-Aviation Leases	105,746	115,140	104,720	10,420	105,000	47,600	57,400	108,559
Maintenance Shop Lease	12,500	12,600	12,600	-	13,000	6,300	6,700	13,000
Landing Fees	1,755	3,000	1,363	1,638	1,400	-	1,400	1,500
Solar Lease	-	-	-	-	151,962	-	151,962	-
Misc	1,187	8,150	7,871	279	9,000	-	9,000	8,500
Vending Receipts	550	-	999	(999)	-	653	(653)	1,000
Interest Revenue	47	-	479	(479)	419	1,037	(618)	-
SMART Solar Credit	2,986	4,800	3,748	1,052	3,800	1,998	1,802	3,900
Bond Premiums	3,606	-	-	-	-	-	-	-
Transfer from G/F	9,900	67,000	67,000	-	-	-	-	-
Transfer from CPF	-	30,196	66,781	(36,585)	71,384	71,384	-	71,004
	206,256	383,015	335,971	47,044	426,965	181,458	245,507	286,043
			Net of Solar Lease Revenue		275,003			286,043
			Revenue Growth					11,040

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Potential New Revenue Sources

In order to sustain operations and ensure FAA / DOT compliance the airport will need to generate at least \$160,000 in new revenue over the next 20 months or reduce costs by the same in FY26

- FCTS Aviation Program land-lease will continue to provide \$7,280 annually
- New aircraft hangars can generate some new revenue, with the typical hangar creating \$5,250 in lease / PILOT revenue but no new revenues are confirmed for FY24-25
- Existing “obstruction lighting towers” may be suitable for hosting communications equipment and this will be explored as a future revenue source. Estimated \$40,000 annual revenue
- Solar development remains constrained by utility company costs and policy regarding interconnections, clouding future revenue prospects. We continue to look at near-term alternatives. This is a statewide issue and is a focus of policy makers.
- Potential new non-aviation land uses/leases could be a good source of reliable income, but limits of utility infrastructure may impede these projects as well.
- Limited ability to raise hangar fees or other rates due to lease terms and market conditions

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FY25 Budget Strategy

- Revenue shortfall related to solar development persists with only \$11,000 of additional other revenues expected

- Original budget submission can be adjusted as follows:

Cuts totaling \$18,000

- General wages: \$2,500
- Town Overhead: \$4,000
- Other lines: \$11,500

Request for other sources totaling \$44,500

- FAA Local Share: \$12,500
- Pioneer Debt Service \$32,000

- Prospective Budget Gap if Above are Implemented:

- Total budget request: \$422,893
- Total Revenue: \$318,043
- Gap: \$104,850

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Potential FY25 Budget Solutions

Potential Sources: Taxation, ARPA, General Town Stabilization, Town Capital Stabilization, RRA Sale of Real Estate, and Free Cash

- One or more of these sources could fund:
 - \$12,500 Capital Outlay – Airport Share (5%) for Pioneer Aviation Ramp Project
 - \$32,000 Debt Service Balance – Airport Share for Pioneer Aviation Purchase
 - \$104,850 Remaining Revenue Shortfall
- Use of Taxation would require cuts to other budgets or a decrease in Excess Capacity. If EC is used the actual cost would double due to a near-equal increase to the Affordable Assessment. Holding other values constant, this would add about 15 cents to the residential tax rate and \$56 to the median residential tax bill.
- Further reductions to the budget could be considered but may have a detrimental effect on Airport operations, safety and compliance.

