

# Town of Hampden

## HAMPDEN ENVIRONMENTAL TRUST COMMITTEE MEETING

Wednesday May 29, 2019

1:30 P.M.

HAMPDEN TOWN OFFICE

### AGENDA

1. Call to Order
2. Approval of Meeting Minutes – February 14, 2019
3. Review of financial statements from Institutional Trustee (Bangor Savings Bank) – *Town Manager*
  - a. Summary of Accounts:
    - i. Revenue-Trust Balance – April 30, 2019 = \$ 2,783,989.32
    - ii. Revenue-Income Balance – April 30, 2019 = \$ 964,989.30
  - b. Correspondence from Bangor Savings Bank Regarding Status of Trust Accounts
4. Environmental Reporting
  - a. Post-Closure Monitoring & Analysis
    - i. Post-Closure Water Quality Reports (Sevee & Maher Engineers)
      1. Drumlin Analysis Memorandum Attached, dated 27 May 2019
  - b. 2018 Annual Report
5. Review of Proposed FY19 Costs for Reimbursement of Eligible Expenses from Environmental Trust-Income Account to the Town's General Fund:
  - a. Stillwater Environmental – Consulting Services for Stormwater Management
    - i. Invoice Attached, May 6, 2019 = \$ 1,902.50
  - b. Maine Earth for Stormwater Construction on Schoolhouse Lane
    - i. Notice of Award Letter to Proceed March 18, 2019
    - ii. Change Order # 1, May 6, 2019 = \$ 274,671.00
    - iii. Environmental Trust Commitment = \$ 150,000.00
  - c. Woodard & Curran – Flow Assessment Services – Inflow & Infiltration of Stormwater into the Town's Sanitary Sewer Collection System Remediation Study
    - i. Task Order & Work Program for Mayo Rd = \$ 6,900.00
6. Manager's Items
  - a. Proposal to Establish an Escrow Account for Mayo Road I&I Pump Station Overflow Response
    - i. Scope of Response Activities & Request for Consideration of the Establishment of a \$ 10,000 Escrow Account
7. Committee Member Items
8. Set Date for Next Quarterly Meeting
9. Adjourn

## Town of Hampden

### HAMPDEN ENVIRONMENTAL TRUST COMMITTEE MEETING

Thursday February 14, 2019

3:00 P.M.

HAMPDEN TOWN OFFICE

#### Minutes

1. Call to Order

Meeting was called to order at 3:01 pm.

2. Approval of Meeting Minutes – December 6, 2018

Kerry Woodbury made the motion to approve the December 6, 2018 Minutes, seconded by Councilor Eric Jarvi. Unanimous 4-0

3. Review of financial statements from Institutional Trustee (Bangor Savings Bank) – *Town Manager*

Manager Chandler went over the balances of the Environmental Trust accounts which included the Trust Fund account being \$2,762,956.90 and the Income Fund account \$945,408.09. He also mentioned that the IMA account is not part of the Environmental Trust.

4. Recap of Meeting with Bangor Savings Bank – *Town Manager*

Manager Chandler met with Brett Miller and their council Nick Carter and he found out that according to the Trust agreement, the Trust is available for use by the town as of January 19, 2021 but it still has to be used for Environmental purposes. Mayor McPike didn't agree with this, with what he read in the Trust documentation. He understood that in 30 years, the Trust would turn into a charitable trust to the town. Manager Chandler said that he is going to look deeper into this with council and get something concrete in writing. Manager Chandler also mentioned that as long as it was fine with the Environmental Trust Committee, with the upcoming bonds he suggested they shop around and see if they can get better rates with other Banks. Manager Chandler also mentioned that there is a minimum balance requirement with the Trust account being 2,050,000.00 and with the balance being 2,762,956.90 he asked if it would make sense to move 710,000.00 out of the Trust account and move it to the Income account. Kerry Woodbury thought it would be a good idea to leave a cushion. Manager Chandler proposed to transfer 500,000 instead. Ken White said he would approve this only if we need to transfer, but don't do anything with it unless we have to. Eric Jarvi mentioned having the town attorney review the documentation. Manager Chandler said that he would get a letter of opinion by Bangor Savings Bank, and have it reviewed by Rudman and Winchell.

## Town of Hampden

5. Review of proposed FY19 costs for reimbursement from Environmental Trust, Income
  - a.) General Fund payments for Stormwater Management totaling \$8,710.50

Councilor Eric Jarvi moved that the funds be reimbursed to the General fund in the amount of \$8,710.50, and seconded by Kerry Woodbury. Unanimous 4-0

6. Manager's Items
  - a.) CES Estimates to the Town Planner for Impaired Stream Study.

Manager Chandler mentioned that he has not received a proposal from CES yet. Once Manager Chandler has more information from CES, it will be discussed more in detail with the Environmental Trust. Jim mentioned that the State approved the CFUP (Compensation Fee Utilization Plan). Now it is up to Council to approve the CFUP in next week's meeting. This will make it easier for developers to build within the watersheds. Manager Chandler also asked the Committee if it is ok to put a placeholder in the FY20 Budget for anticipated project expenses. The expenses will as always be first approved by the Environmental Trust Committee, then sent to Council to approve. The Committee was fine with this. Mayor McPike asked Jim to go over what was discussed this morning about the additional parking behind the pool. Manager Chandler mentioned that there is now a required permit process from DEP to build parking behind the pool, because there was never Stormwater Facilities built. Councilor Jarvi mentioned that the project can be spread over seven years, so that the funds can possibly be spread over time. Manager Chandler mentioned that it may make more economic sense to do as much work at once as possible, instead of spreading the work over time. Councilor Jarvi also mentioned if there is progress being made within a year, the DEP would be fine with this. Manager Chandler said that he was worried that bids would come in higher than anticipated. He said that as of right now, they planned on looking into borrowing these funds along with the 1A reconstruction, instead of using the Environmental Trust funds.

7. Set date for next meeting

The next meeting of the Environmental Trust was agreed to take place on May 22, 2019 at 2:00 pm.

8. Adjourn

The meeting of the Environmental Trust Committee was adjourned at 3:45 pm.



## MEMORANDUM

Items 3. a. & b.

106 Western Avenue  
Hampden, Maine 04444  
Office: 207-862-3034  
Facsimile: 207-862-5067

TO: Environmental Trust Committee  
FROM: Jim Chandler, Town Manager  
DATE: May 29, 2019  
RE: Financial Report & Bangor Savings Discussions

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The Town manages two distinct funds on behalf of the Environmental Trust. These are briefly described below. The State of Maine, Department of Environmental Protection also manages a fund for post-closure activities.

All balances described below reflect status as of Tuesday, 30 April 2019:

- Revenue – Trust Fund = \$ 2,783,989.32
- Revenue – Income Fund = \$ 964,989.30

Bangor Savings Account Statements are attached for the previous four months – January-April 2019.

### Status of Account Balance Availability

Some Discussion has taken place of the past year regarding the status of the two funds for which the Environmental Trust Committee has fiduciary management responsibilities. Bangor Savings is the Institutional Trustee for both funds.

In meetings and follow-up conversations and correspondence the Town has received an opinion dated, March 26, 2019 from the Bangor Savings Bank Counsel (attached here for your use and information) that describes their review and interpretation of the Trust Documents used to create and manage the funds placed on deposit from the original operators of the Pine Tree Landfill.

You will note from the Bangor Savings memo that the Trust's Revenue account status will change on October 21, 2021 – and will no longer be restricted to use within the landfill geographic boundaries; however, it's their opinion that it will still be limited to environmentally oriented use throughout the Town of Hampden.

The Committee discussed this matter (per minutes) at the February meeting and it was contemplated that the Town may wish to have its legal counsel review the Bangor Savings opinion; however, I have delayed that action pending further discussion. The findings are consistent with staff (and the Mayor's) expectations, so I'm not recommending the expenditure of further legal costs to validate a position that staff accepts.

I would like additional discussion and further direction from the committee at the May 29, 2019 meeting before incurring those expenses.

**Account Summary**

**Statement of Value and Activity**

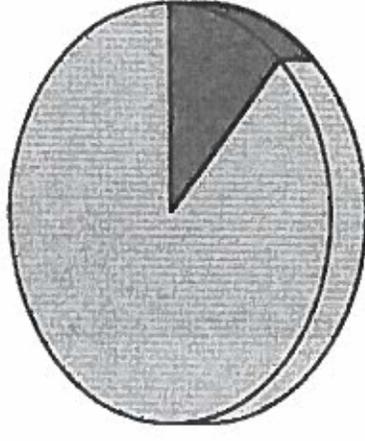
January 1, 2019 - January 31, 2019

**Market Value Reconciliation**

	This Period	1/1/19 to 1/31/19
<b>Beginning Market Value</b>	<b>\$945,408.09</b>	<b>\$945,408.09</b>
Additions	\$0.00	\$0.00
Distributions	\$2,193.99	\$2,193.99
Income	\$207.45	\$207.45
Non Cash Asset Changes	\$0.00	\$0.00
<b>Change in Market Value</b>	<b>\$1,588.25</b>	<b>\$1,588.25</b>
<b>Ending Market Value</b>	<b>\$949,397.78</b>	<b>\$949,397.78</b>
Realized Gains/Losses	\$0.00	\$0.00

**Asset Allocation Summary**

Asset Class	Balance
88% Fixed Income	\$837,425.00
12% Cash and Equivalents	\$111,972.78
<b>100% Total Assets Value</b>	<b>\$949,397.78</b>

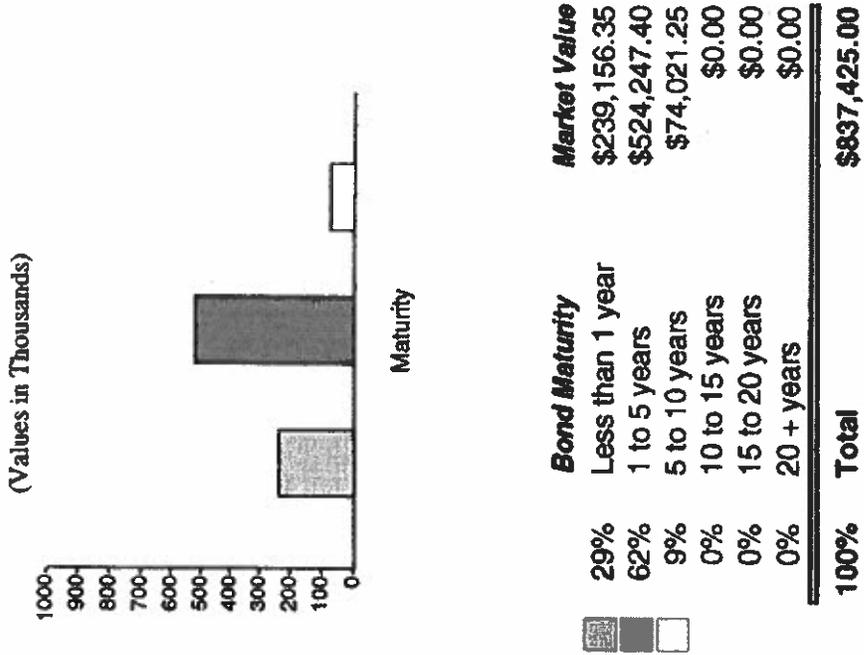


**Portfolio Analysis**

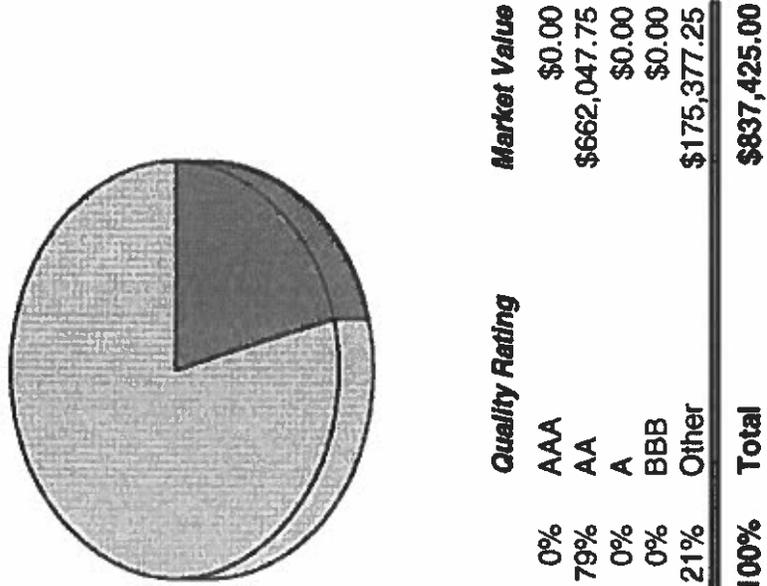
**Statement of Value and Activity**

January 1, 2019 - January 31, 2019

**Bond Maturity Schedule**



**Bond Quality Summary**



0002432 - 0500244

**Account Summary**

**Statement of Value and Activity**

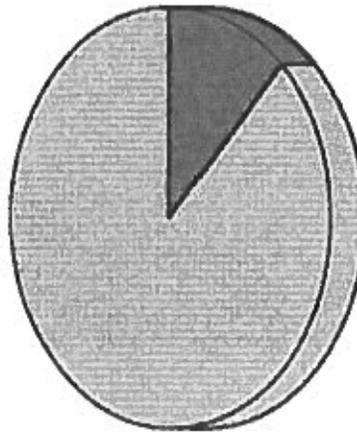
January 1, 2019 - January 31, 2019

**Market Value Reconciliation**

	This Period	1/1/19 to 1/31/19
<b>Beginning Market Value</b>	\$2,762,956.90	\$2,762,956.90
Additions	\$0.00	\$0.00
Distributions	-\$2,193.99	-\$2,193.99
Income	\$2,193.99	\$2,193.99
Non Cash Asset Changes	\$0.00	\$0.00
<b>Change in Market Value</b>	<b>\$7,035.75</b>	<b>\$7,035.75</b>
<b>Ending Market Value</b>	<b>\$2,769,992.65</b>	<b>\$2,769,992.65</b>
Realized Gains/Losses	\$0.00	\$0.00

**Asset Allocation Summary**

Asset Class	Balance
88% Fixed Income	\$2,424,192.30
12% Cash and Equivalents	\$345,800.35
<b>100% Total Assets Value</b>	<b>\$2,769,992.65</b>

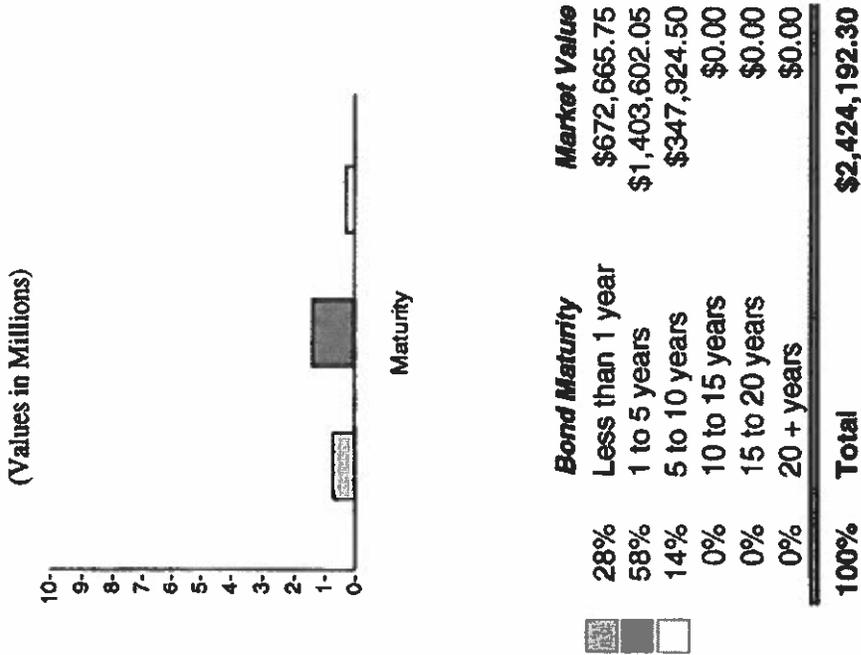


**Portfolio Analysis**

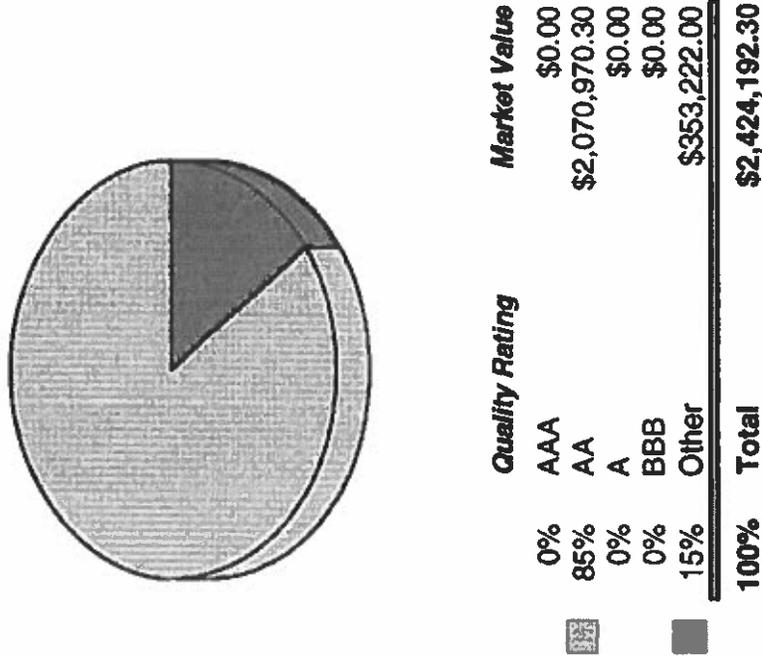
**Statement of Value and Activity**

January 1, 2019 - January 31, 2019

**Bond Maturity Schedule**



**Bond Quality Summary**



**Account Summary**

**Statement of Value and Activity**

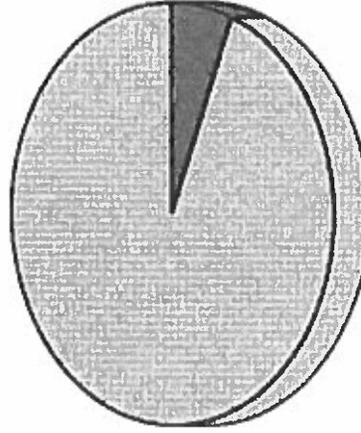
February 1, 2019 - February 28, 2019

**Market Value Reconciliation**

	This Period	1/1/19 to 2/28/19
<b>Beginning Market Value</b>	\$949,397.78	\$945,408.09
Additions	\$0.00	\$0.00
Distributions	\$5,584.92	\$7,778.91
Income	\$1,847.39	\$2,054.84
Non Cash Asset Changes	\$0.00	\$0.00
Change in Market Value	-\$581.13	\$1,007.12
<b>Ending Market Value</b>	<b>\$956,248.96</b>	<b>\$956,248.96</b>
Realized Gains/Losses	\$0.00	\$0.00

**Asset Allocation Summary**

	Asset Class	Balance
94%	Fixed Income	\$896,928.25
6%	Cash and Equivalents	\$59,320.71
100%	<b>Total Assets Value</b>	<b>\$956,248.96</b>

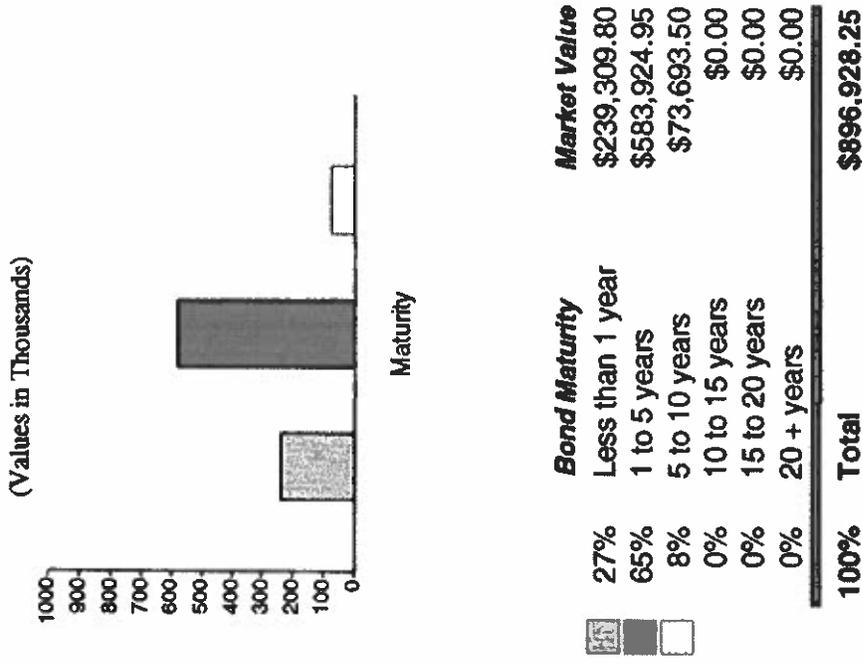


# Portfolio Analysis

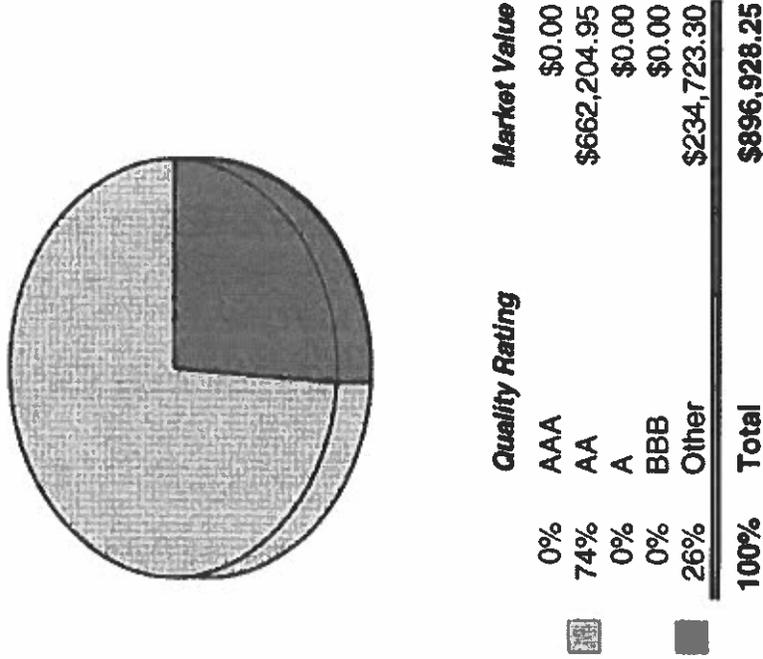
## Statement of Value and Activity

February 1, 2019 - February 28, 2019

### Bond Maturity Schedule



### Bond Quality Summary



0002639 - 0500249

**Account Summary**

**Statement of Value and Activity**

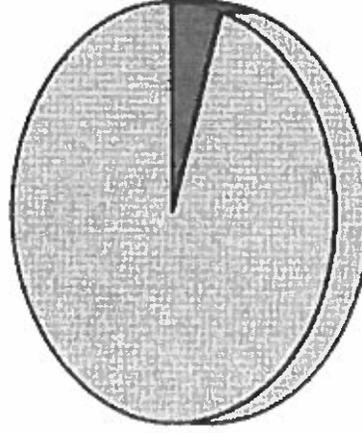
February 1, 2019 - February 28, 2019

**Market Value Reconciliation**

	This Period	1/1/19 to 2/28/19
<b>Beginning Market Value</b>	<b>\$2,769,992.65</b>	<b>\$2,762,956.90</b>
Additions	\$0.00	\$0.00
Distributions	-\$5,584.92	-\$7,778.91
Income	\$5,584.92	\$7,778.91
Non Cash Asset Changes	\$0.00	\$0.00
<b>Change in Market Value</b>	<b>-\$1,522.45</b>	<b>\$5,513.30</b>
<b>Ending Market Value</b>	<b>\$2,768,470.20</b>	<b>\$2,768,470.20</b>
Realized Gains/Losses	\$0.00	\$0.00

**Asset Allocation Summary**

	Asset Class	Balance
95%	Fixed Income	\$2,622,951.10
5%	Cash and Equivalents	\$145,519.10
<b>100%</b>	<b>Total Assets Value</b>	<b>\$2,768,470.20</b>

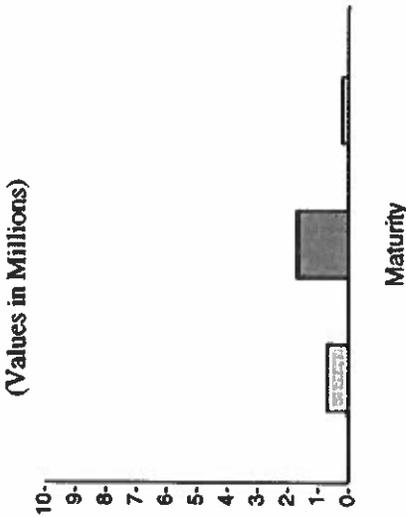


**Portfolio Analysis**

**Statement of Value and Activity**

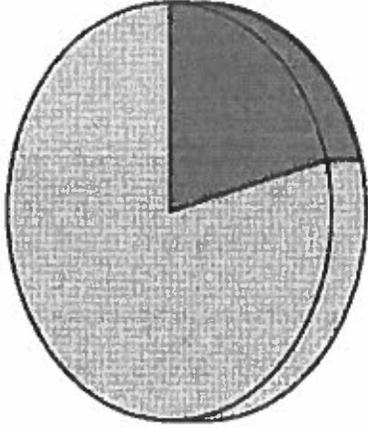
February 1, 2019 - February 28, 2019

**Bond Maturity Schedule**



Bond Maturity	Market Value
Less than 1 year	\$673,094.25
1 to 5 years	\$1,725,542.35
5 to 10 years	\$224,314.50
10 to 15 years	\$0.00
15 to 20 years	\$0.00
20 + years	\$0.00
<b>100% Total</b>	<b>\$2,622,951.10</b>

**Bond Quality Summary**



Quality Rating	Market Value
AAA	\$0.00
AA	\$2,070,630.10
A	\$0.00
BBB	\$0.00
Other	\$552,321.00
<b>100% Total</b>	<b>\$2,622,951.10</b>

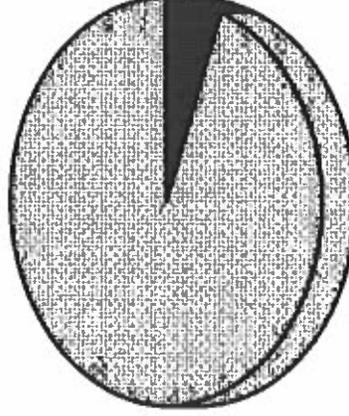


#### Market Value Reconciliation

	This Period	1/1/19 to 3/31/19
<b>Beginning Market Value</b>	<b>\$956,248.96</b>	<b>\$945,408.09</b>
Additions	\$0.00	\$0.00
Distributions	-\$2,223.43	\$5,555.48
Income	\$3,013.99	\$5,068.83
Non Cash Asset Changes	\$0.00	\$0.00
Change in Market Value	\$5,476.50	\$6,483.62
<b>Ending Market Value</b>	<b>\$962,516.02</b>	<b>\$962,516.02</b>
Realized Gains/Losses	\$0.00	\$0.00

#### Asset Allocation Summary

	Asset Class	Balance
94%	Fixed Income	\$902,404.75
6%	Cash and Equivalents	\$60,111.27
<b>100%</b>	<b>Total Assets Value</b>	<b>\$962,516.02</b>

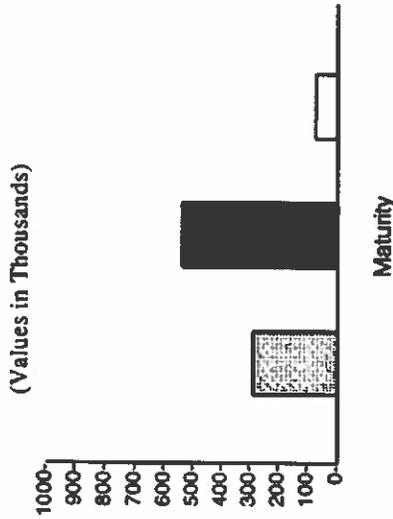


**Portfolio Analysis**

**Statement of Value and Activity**

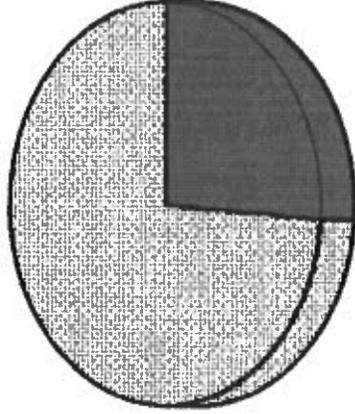
March 1, 2019 - March 31, 2019

**Bond Maturity Schedule**



Bond Maturity	Market Value
Less than 1 year	\$289,301.85
1 to 5 years	\$538,243.15
5 to 10 years	\$74,859.75
10 to 15 years	\$0.00
15 to 20 years	\$0.00
20 + years	\$0.00
<b>Total</b>	<b>\$902,404.75</b>

**Bond Quality Summary**



Quality Rating	Market Value
AAA	\$0.00
AA	\$664,963.60
A	\$0.00
BBB	\$0.00
Other	\$237,441.15
<b>Total</b>	<b>\$902,404.75</b>

## Account Summary

### Statement of Value and Activity

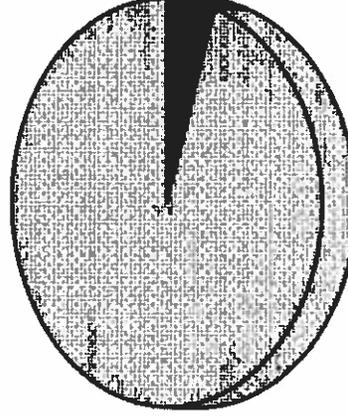
March 1, 2019 - March 31, 2019

#### Market Value Reconciliation

	This Period	1/1/19 to 3/31/19
<b>Beginning Market Value</b>	<b>\$2,768,470.20</b>	<b>\$2,762,956.90</b>
Additions	\$0.00	\$0.00
Distributions	-\$9,268.31	-\$17,047.22
Income	\$8,232.93	\$16,011.84
Non Cash Asset Changes	\$0.00	\$0.00
Change in Market Value	\$18,097.15	\$23,610.45
<b>Ending Market Value</b>	<b>\$2,785,531.97</b>	<b>\$2,785,531.97</b>
Realized Gains/Losses	\$0.00	\$0.00

#### Asset Allocation Summary

	Asset Class	Balance
95%	Fixed Income	\$2,641,048.25
5%	Cash and Equivalents	\$144,483.72
<b>100%</b>	<b>Total Assets Value</b>	<b>\$2,785,531.97</b>

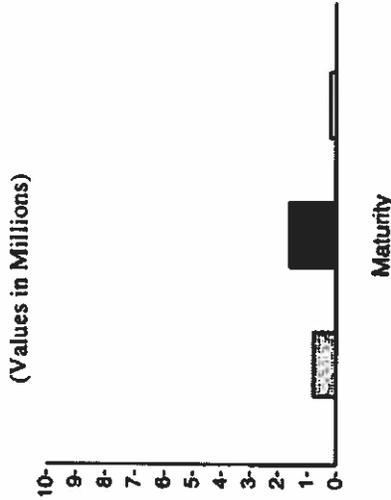


**Portfolio Analysis**

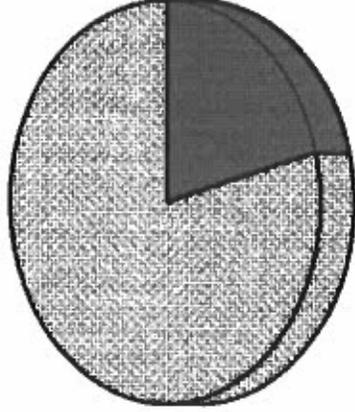
**Statement of Value and Activity**

March 1, 2019 - March 31, 2019

**Bond Maturity Schedule**



**Bond Quality Summary**



Bond Maturity	Market Value
Less than 1 year	\$822,931.25
1 to 5 years	\$1,589,940.50
5 to 10 years	\$228,176.50
10 to 15 years	\$0.00
15 to 20 years	\$0.00
20 + years	\$0.00
<b>100% Total</b>	<b>\$2,641,048.25</b>

Quality Rating	Market Value
AAA	\$0.00
AA	\$2,083,840.75
A	\$0.00
BBB	\$0.00
Other	\$557,207.50
<b>100% Total</b>	<b>\$2,641,048.25</b>

## Account Summary

### Statement of Value and Activity

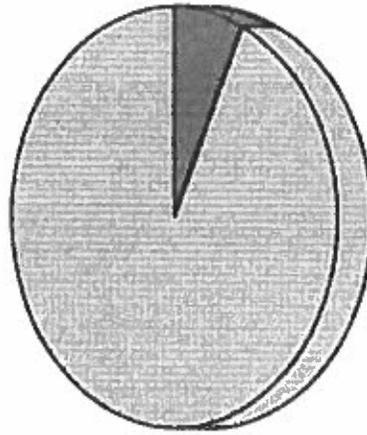
April 1, 2019 - April 30, 2019

#### Market Value Reconciliation

	This Period	1/1/19 to 4/30/19
<b>Beginning Market Value</b>	<b>\$962,516.02</b>	<b>\$945,408.09</b>
Additions	\$0.00	\$0.00
Distributions	\$1,770.54	\$7,326.02
Income	\$860.59	\$5,929.42
Non Cash Asset Changes	\$0.00	\$0.00
Change in Market Value	-\$157.85	\$6,325.77
<b>Ending Market Value</b>	<b>\$964,989.30</b>	<b>\$964,989.30</b>
Realized Gains/Losses	\$0.00	\$0.00

#### Asset Allocation Summary

Asset Class	Balance
93% Fixed Income	\$902,246.90
7% Cash and Equivalents	\$62,742.40
<b>100% Total Assets Value</b>	<b>\$964,989.30</b>

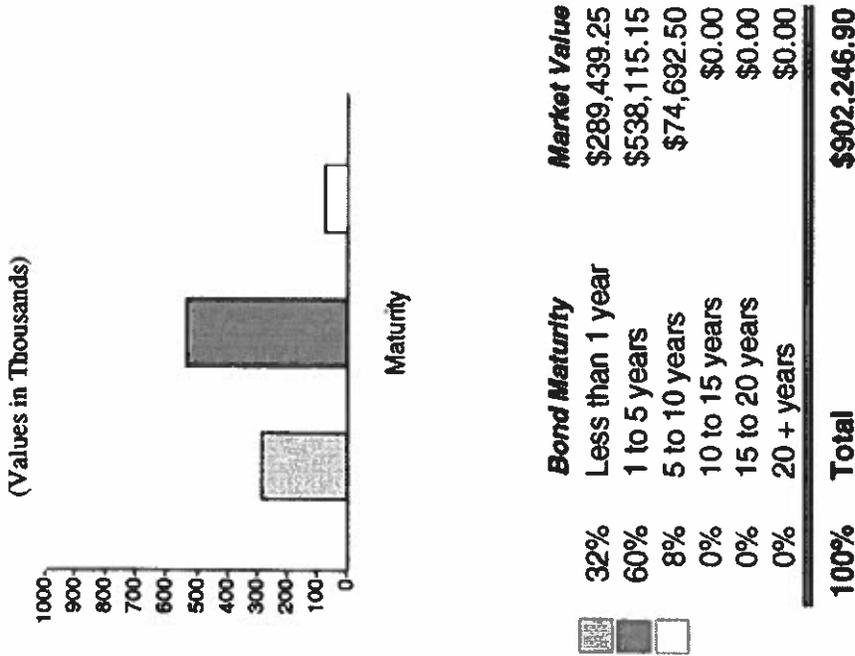


**Portfolio Analysis**

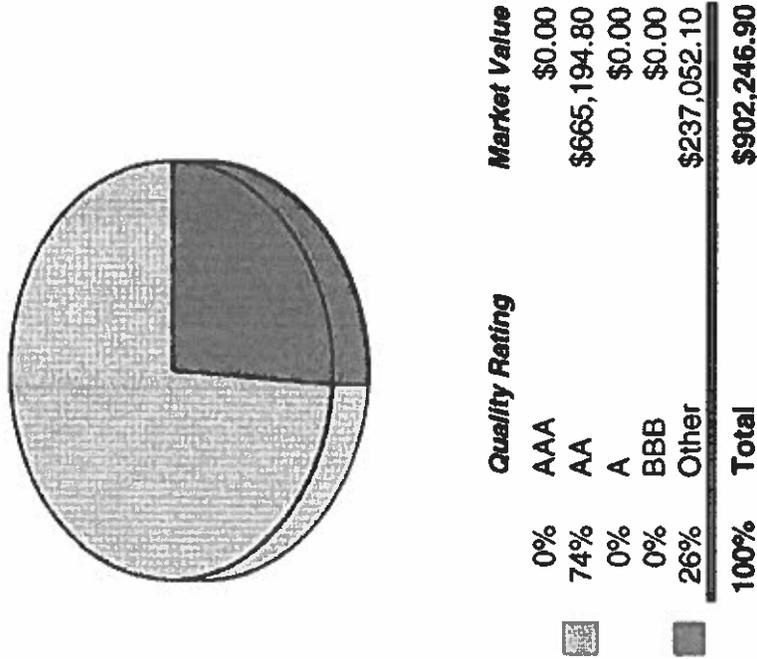
**Statement of Value and Activity**

April 1, 2019 - April 30, 2019

**Bond Maturity Schedule**



**Bond Quality Summary**



**Account Summary**

*Statement of Value and Activity*

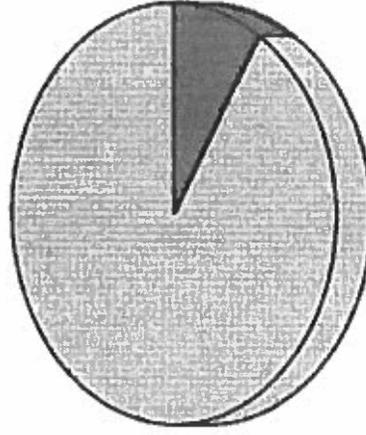
April 1, 2019 - April 30, 2019

**Market Value Reconciliation**

	This Period	1/1/19 to 4/30/19
<b>Beginning Market Value</b>	\$2,785,531.97	\$2,762,956.90
Additions	\$0.00	\$0.00
Distributions	-\$1,770.54	-\$18,817.76
Income	\$1,770.54	\$17,782.38
Non Cash Asset Changes	\$0.00	\$0.00
Change in Market Value	-\$1,542.65	\$22,067.80
<b>Ending Market Value</b>	<b>\$2,783,989.32</b>	<b>\$2,783,989.32</b>
Realized Gains/Losses	\$0.00	\$0.00

**Asset Allocation Summary**

	Asset Class	Balance
91%	Fixed Income	\$2,539,505.60
9%	Cash and Equivalents	\$244,483.72
100%	<b>Total Assets Value</b>	<b>\$2,783,989.32</b>

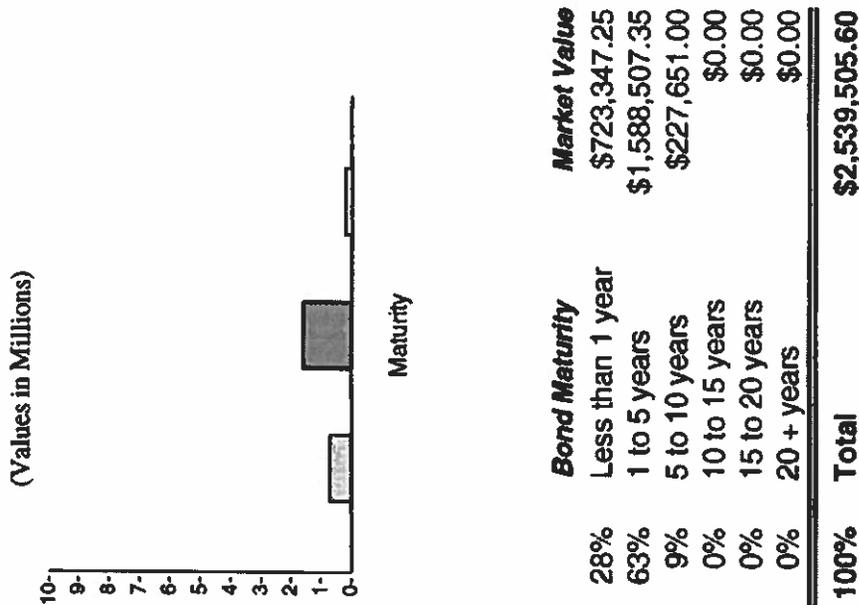


**Portfolio Analysis**

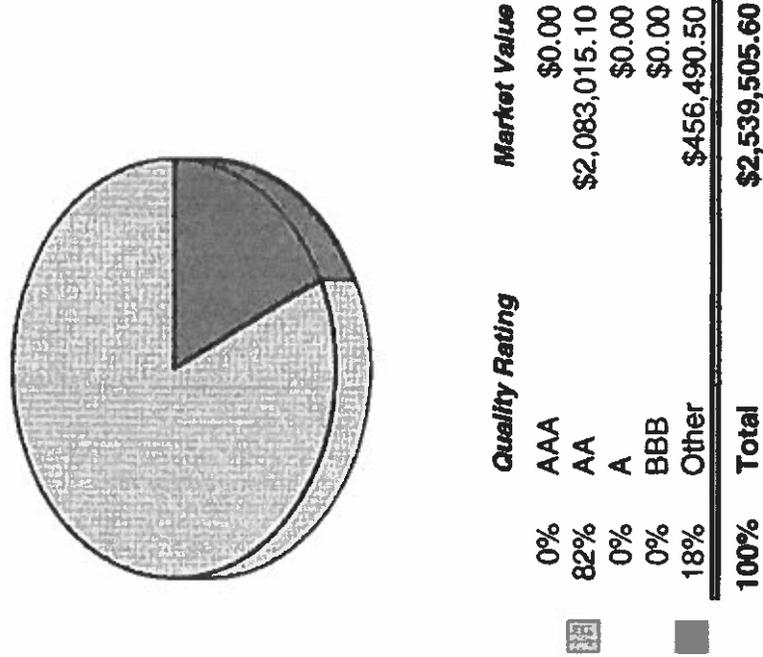
**Statement of Value and Activity**

April 1, 2019 - April 30, 2019

**Bond Maturity Schedule**



**Bond Quality Summary**



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**INTEROFFICE MEMORANDUM**

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**TO:** BRETT MILLER

**FROM:** NICOLAS T. CARTER

**SUBJECT:** HAMPDEN ENVIRONMENTAL TRUST

**DATE:** MARCH 26, 2019

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You asked me to summarize the dispositive and termination language contained in the Hampden Environmental Trust, of which Bangor Savings Bank serves as Trustee, as well as specifically addressing questions raised in an email to you dated February 19, 2019 from Town Manager Jim Chandler.

During the initial thirty (30) years of the trust, any distributions of principal from the Trust are to be used for “Air and Water Quality Protection” in the Town of Hampden. “Air and Water Quality Protection” is defined in the Trust as “(A) any measure to provide alternate domestic water supply, air or ground water quality protection or improvement, or protection or improvement of surface waters in the area of Emerson Mill Road, Paper Mill Road, Old Cold Brook Road, Cold Brook Road, or Souadabscook Stream, and (B) the costs of administrative and personnel expense of the Town in monitoring and overseeing significant environmental issues affecting the town.” Please note that the permitted uses are stated as two separate classifications. In my opinion, section (B) does not require that the costs be related specifically to section (A).

During this 30 year period, the income from the Trust may be utilized for a more general environmental purpose, which is defined as uses that “preserve and protect the environment in the Town of Hampden, including funding such environmental study, testing, protection, preservation, and remediation measures as the Individual Trustee shall...direct”.

We have determined that the 30 year period expires on October 2, 2021, taking into account the date of the trust being October 1, 1991. Upon the expiration of that period, the principal from the Trust is no longer restricted to use for Air and Water Quality Protection, but still must be used for the general purpose of the trust. Additionally, the trust may be terminated by the “Required Municipal Officers” at any point after October 2, 2031. A termination at that time would return the trust principal to the Town of Hampden with no restrictions placed on its use.

The questions in the email dated February 19, 2019 relate to the Private Landfill Closure Cost Funding Trust Agreement, aka the 1991 Town Trust, or the separate DEP Trust, neither of which Bangor Savings Bank serves as Trustee of, nor do we hold copies of either. If those trust documents are available, Bangor Savings Bank should obtain copies, as certain terms in the Hampden Environmental Trust refer directly to those trusts for further definition. If we were to obtain copies of those trusts, I could perhaps answer some of the questions posed in the February 19, 2019 email, but most likely not all of them.

	<u>Drumlin Environmental, LLC</u> <i>Hydrogeologic and Engineering Consultants</i>  <b>Soil Metrics, LLC</b>	
---	---	---

## REVIEW MEMORANDUM

**To:** Jim Chandler & Hampden Environmental Trust  
**From:** Matt Reynolds  
**Date:** May 27, 2019  
**Subject:** Pine Tree Landfill –Initial Review of 2018 Annual Report

As you requested, I have done an initial review of water quality data from the Pine Tree Landfill (PTL) site from sampling events conducted in October 2018 and April 2019. Jeff Pelletier of New England Waste Services of Maine (NEWSME) also provided a copy of the 2018 Annual Monitoring Report for the PTL site and I have done an initial review of that report as well. An overview of recent site data based on these reports is provided below.

- In order to improve water quality around the landfill site, NEWSME extracts groundwater from 6 extraction wells and the perimeter underdrain. During 2018, NEWSME increased groundwater withdrawal from the 6 extraction wells by 29% compared to 2017, extracting 2.04 million gallons of groundwater. NEWSME also extracts landfill gas (LFG) from 4 gas extraction wells and in 2018 increased gas extraction compared to 2017.
- The majority of the data from monitoring wells around the landfill show that groundwater quality in 2018 was similar to groundwater quality in 2017. For most locations, this represents improved conditions compared to 2011, which was the first year that the landfill was closed. However groundwater quality at most locations remains significantly above the criteria established by the Maine Department of Environmental Protection for successful corrective action.
- During 2018 there were 3 of the 22 groundwater monitoring wells that were below the corrective action criteria for specific conductance of 500 umhos/cm during at least one of the sampling events. There are 4 additional monitoring wells that have been below this criteria in one or more sampling events in the last few years. However, 12 of the 22 wells continue to have specific conductance concentrations above 1000 umhos/cm.
- There were 4 of 22 wells that have a statistically significant 5-year trend of improving water quality as measured by specific conductance and 3 of 22 wells that have an improving 5-year trend as measured by dissolved methane. All of the wells with improving 5-year trends are located to the south of the landfill.
- During 2018 there were 7 of 22 monitoring wells where the data indicated a 5-year trend of increasing specific conductance concentration. Several of the wells with increasing specific conductance trends are to the north or west of the landfill in

locations that are not downgradient from the landfill and where non-landfill activities (e.g., Route 95) may also influence water quality.

- As noted in previous reviews, there are a several wells (MW-03-802B, MW03-803A, MW03-803B, MW03-804A) near the southwest side of the landfill that have exhibited a persistent trend of increasing concentrations over the past several years, and this trend continued in 2018. In June 2016, a seep was discovered originating from the landfill cover system near these wells. In July 2016, the cover was repaired and the impacted soil was excavated and removed. The 2016 Annual Monitoring Report suggested that this seepage may have been responsible in part for the increasing trend, which was expected to decline following the repairs and soil removal. However, the increasing trend persists in these wells. This suggests that the repair was incomplete or that there is a different condition that is responsible for the increasing trend in these wells.
- Following closure of PTL in 2010, on-site monitoring wells showed increasing concentrations of arsenic. At the request of the MEDEP, NEWSME conducted additional on- and off-site sampling for arsenic in 2014, 2015 and 2016. During 2018 (and 2017), water quality monitoring detected significantly lower arsenic concentrations comparison to the 2014 to 2016 period.
- During 2018, NEWSME recirculated approximately 371,000 gallons of leachate back into the landfill using leachate recirculation trenches 2 and 3. This was approximately 10% of the 3.4 million gallons proposed in the 2017 Annual Report. The decrease in recirculation was reportedly due to staffing limitations and a reduced need for fuel at the on-site gas-to-energy facility. The 2018 Annual Report proposes to recirculate up to 3.4 million gallons of leachate during 2019, as feasible considering staffing levels and fuel needs.

The PTL site was closed in 2010 and 2018 represents the 8<sup>th</sup> year of the 30-year post closure monitoring period. The overall trend of water quality monitored in association with the landfill represents slow improvement. The current corrective actions, including groundwater and gas extraction, are having a positive influence on water quality, but it is premature to conclude that these corrective actions will be sufficient to achieve the criteria established by the MEDEP within the 30-year post-closure period. The area to the southwest of the landfill monitored by the 802-, 803- and 804-series wells continued to exhibit an increasing trend during 2018. NEWSME and their engineers Sevee & Maher Engineers propose to continue monitoring to gather data to better understand the conditions that are causing this trend.

The items discussed above provide an overview based on our initial review of the 2018 data and Annual Report. As we have done in the past, we will prepare a more complete review memorandum and will provide that to you and the Environmental Trust. If you or the Trustees have any questions during or following your upcoming meeting, please feel free to call or email me at any time.

**Item 5.**

**Eligible Costs Incurred, Proposed for Environmental Trust Reimbursement for FY19**

**Source of Proposed Reimbursement**

Date	Invoice #	Paid	Vendor	Purpose	Expense	Category of Stormwater Management Cost					Receipt	Date to Env. Trust	
						Maintenance	Compliance Documentation	Supplies	Contracted Services	Training/Travel			Principal
07/16/18	106676	08/01/18	Juniper Ridge Landfill	Grit Screening	\$ 962.28		\$ 962.28				\$ 962.28	Y	12/6/2018
08/06/18	6413	08/29/18	American Concrete Industries	Boot/Pipe Catch Basins	\$ 443.60	\$ 443.60					\$ 443.60	Y	12/6/2018
08/06/18	6417	08/29/18	American Concrete Industries	Boot/Pipe Catch Basins	\$ 384.30	\$ 384.30					\$ 384.30	Y	12/6/2018
08/06/18	6416	08/29/18	American Concrete Industries	Boot/Pipe Catch Basins	\$ 443.60	\$ 443.60					\$ 443.60	Y	12/6/2018
08/06/18	6415	08/29/18	American Concrete Industries	Boot/Pipe Catch Basins	\$ 443.60	\$ 443.60					\$ 443.60	Y	12/6/2018
08/06/18	6414	08/29/18	American Concrete Industries	Boot/Pipe Catch Basins	\$ 443.60	\$ 443.60					\$ 443.60	Y	12/6/2018
08/16/18	5431011	09/05/18	Everett J. Prescott	Slit Coupler	\$ 70.00	\$ 70.00					\$ 70.00	Y	12/6/2018
08/30/18	8000000145	05/19/18	City of Bangor	Compliance Testing	\$ 220.00		\$ 220.00				\$ 220.00	Y	12/6/2018
10/03/18	8422	10/17/18	Allen's Environmental	Cleaned Catch basins/Vacuum truck/Labor	\$ 1,890.00	\$ 1,890.00					\$ 1,890.00	Y	12/6/2018
10/04/18	7015-6	11/07/18	Sherwin-Williams	Paint supplies	\$ 262.22		\$ 262.22				\$ 262.22	Y	12/6/2018
07/26/18	8398	10/31/18	Allen's Environmental	Cleaned 12 catch basins/Vacuum truck/ Labor	\$ 1,215.00	\$ 1,215.00					\$ 1,215.00	Y	12/6/2018
11/26/18	1126181MST000	12/12/18	State of Maine	2019 Annual Fee for municipal Stormwater (MS4) discharges for permit #MER041022	\$ 196.00		\$ 196.00				\$ 196.00	Y	2/14/2019
07/01/18	1044	08/01/18	Bangor Area Stormwater Group	Annual Membership Dues 2018-2019	\$ 4,000.00		\$ 4,000.00				\$ 4,000.00	Y	2/14/2019
08/30/18	8000000145	09/19/18	City of Bangor	Idde Testing	\$ 220.00		\$ 220.00				\$ 220.00	Y	2/14/2019
12/12/18	2018-670	12/19/18	Stillwater Environmental Engineer	Stormwater Consultant	\$ 4,294.50		\$ 4,294.50				\$ 4,294.50	Y	2/14/2019
<b>CURRENT ITEMS:</b>													
04/17/19	W&C TO #055	04/17/19	Woodard & Curran	Mayo Rd Inflow Field Study	\$ 6,900.00		\$ 6,900.00				\$ 6,900.00	Y	5/29/2019
04/12/19	2019-716	05/06/19	Stillwater Environmental Engineer	Stormwater Consultant	\$ 1,902.50		\$ 1,902.50				\$ 1,902.50	Y	5/29/2019
04/05/19	ME-Earth CO1	05/06/19	Maine Earth	Schoolhouse Lane Stormwater Construction	\$ 150,000.00	\$ 150,000.00					\$ 150,000.00	Y	5/29/2019
<b>FUTURE ITEMS:</b>													
05/04/19	n/a	pending	Hannaford	Stream Cleanup	\$ 145.49		\$ 145.49						
						<u>1-351-00</u> <u>R 01-48</u>							
						Sub totals:    \$ -    \$ 15,488.70							
								As of					
								YTD reimbursed to General Fund:    \$ 15,488.70		2/14/2019			
								<b>Total Proposed for Reimbursement to General Fund (5/29/19): \$ 158,802.50</b>					
								<b>Total Proposed in Current Fiscal Year for Reimbursement to General Fund: \$ 174,291.20</b>					

		YTD	Deposit to:	
Total from Principal	\$	-	1-351-11	HCB
Total from Income	\$	174,291.20	R 01-48	Env Tr Rev
Budgeted revenue	\$	203,860.00	FY19 Town Budget	
Remaining budgeted revenue (FY19)	\$	29,568.80		

Source: Jessica Albee, Deputy Tax Collector

6/7/2018



Stillwater Environmental Engineering, Inc.  
 PO Box 426  
 Target Technology Center  
 20 Godfrey Drive  
 Orono, ME 04473 US  
 207-949-0074  
 pruck@stillwaterenv.com  
 http://www.stillwaterenv.com

10-10-22-05  
*pruck*  
 4/22/19  
 paid 5/6/19  
**ITEM 5.3.**

**BILL TO**  
 Sean Currier  
 Town of Hampden  
 106 Western Avenue  
 Hampden, ME 04444

**Invoice 2019-716**

**DATE 04/12/2019 TERMS Net 15**

**DUE DATE 04/27/2019**

DATE	ACTIVITY	AMOUNT
03/31/2019	<b>Engineering Consulting Services:Senior Project Manager/Senior Environmental Engineer</b> Employee - Phil Ruck  Tasks: * Client correspondence * Review Hampden CFUP for Sucker Brook * Conference call with Jeff Dennis of MDEP * Review of the Town's response to the PY5 MS4 annual report review by MDEP * Quarterly Stormwater Team meetings (Q4 - 2018 & Q1-2019) * Participate in Statewide MS4 Stakeholder meetings with MDEP on Town's behalf * Review PY6 compliance checklist and discuss action items with Town staff, 8.5 @ \$105.00	892.50
03/31/2019	<b>Engineering Consulting Services:Project Manager</b> Employee - Jeffry Spaulding  Tasks: * Review of the Town's response to the PY5 MS4 annual report review by MDEP * PY6 remaining budget update for Sean Currier * PY6 MS4 infrastructure inspection preparation * PY6 MS4 compliance checklist preparation oversight, 6 @ \$75.00	450.00
03/31/2019	<b>Engineering Consulting Services:Project Scientist</b> Employee - Cara Belanger  Tasks: * PY6 MS4 compliance checklist preparation * Quarterly Stormwater Team meeting preparation assistance * PY6 MS4 infrastructure inspection preparation assistance, 4 @ \$65.00	260.00

Thank you for your business!

DATE	ACTIVITY	AMOUNT
03/31/2019	Technology Fee 1 Monthly Fulcrum App Charge for December, January, February and March, 4 @ \$75.00	300.00

For professional services provided by SEE for the period of  
December 1, 2018 through March 31, 2019.

<b>TOTAL DUE</b>	<b>\$1,902.50</b>
------------------	-------------------

Thank you for your business!

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Bangor, Maine 04401  
www.woodardcurran.com

T 800.564.2333  
T 207.945.5105  
F 207.945.5492



March 18, 2019

Sean Currier, Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444

Re: Schoolhouse Lane Reconstruction and Drainage Improvements  
Contract Award Letter of Recommendation

Dear Sean:

We have reviewed the apparent low bidders bid submitted to the Town of Hampden on March 13, 2019 for the Schoolhouse Lane Reconstruction and Drainage Improvements Project. The bidding Contractors were Hughes Bros., SiteWerx, Gardner Construction, Sunset Development, Maine Earth, Eastwood Contractors, Wellman Paving, and Whitmore Contracting. A bid tabulation has been prepared by the Town.

As you know, the apparent low bidder was Maine Earth with a Base Bid of \$279,896.00. Maine Earth's Bid price was \$15,064.25 lower than the bid submitted by Hughes Bros. of \$294,960.25.

Based on our review of the Maine Earth Bid and previous experience with this Contractor on projects of similar scope, we are recommending the Contract be awarded to Maine Earth.

Attached to this letter is the Notice of Award to be executed when you are ready. Upon receipt of three (3) executed copies of the Notice of Award, we will begin Work to compile the Contract Documents and schedule the Contract signing/pre-construction meeting to be attended by representatives of the Town and Maine Earth.

If you require additional information or have any questions, please feel free to call me at 207-945-5105 or email me at [wilson@woodardcurran.com](mailto:wilson@woodardcurran.com). We appreciate this opportunity to have worked with you and the Town of Hampden on the design phase of the Project and look forward to seeing this project through construction.

Sincerely,

WOODARD & CURRAN

James D. Wilson, P.E.  
Senior Project Manager

JDW/jeh

Attachments

PN: 0213351.50

## NOTICE OF AWARD (C-00 51 00)

Date: March 18, 2019

Project: Schoolhouse Lane Reconstruction and Drainage Improvements

Owner: Town of Hampden, Maine

Owner's Contract No.:

Contract: Schoolhouse Lane Reconstruction and Drainage Improvements

Engineer's Project No.: 0213351.50

Bidder: Maine Earth

Bidder's Address: 283 Western Avenue

Hampden, Maine 04444

You are notified that your Bid dated March 13, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **Schoolhouse Lane Reconstruction and Drainage Improvements Project** subject to the following conditions being met and subject to required reviews and approvals.

The Total Contract Price of your Contract is Two Hundred Seventy Nine Thousand Eight Hundred Ninety-Six Dollars and No Cents (\$279,896.00).

You must comply with the following conditions precedent **within 10 days** of the date you receive this Notice of Award.

1. Deliver the Contract security (Bonds) as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
2. Deliver the insurance certificates indicating coverages as specified in the General Conditions and Supplementary Conditions (Articles 2 and 5);
3. Deliver the following completed and executed certifications and documents:
  - a. Performance and Payment Bonds
  - b. Project Schedule

**NOTICE OF AWARD (C-00 51 00)**

Failure to comply with the above conditions within the time specified will entitle the Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After confirming that you have complied with the above conditions, Owner will deliver the conformed Contract Documents for execution.

Town of Hampden, Maine  
Owner  
By:  3-19-2019  
Authorized Signature  
J.N. CHANDLER, TOWN MANAGER  
Title

Copy to Engineer

# Change Order (Form C-00 63 63)

No. 1

Date of Issuance: April 5, 2019

Effective Date: April 5, 2019

Project: Schoolhouse Lane Reconstruction and Drainage Improvements	Owner: Town of Hampden, ME	Owner's Contract No.:
Contract: Schoolhouse Lane Reconstruction and Drainage Improvements	Date of Contract: March 21, 2019	
Contractor: Maine Earth	Engineer's Project No.: 0213351.50	

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

- Delete Bid Item 10: 24-inch HDPE Storm Drain Pipe (685 LF @ \$68.00 = -\$46,580.00)
- Revise Bid Item 9: 15-inch HDPE Storm Drain Pipe, total quantity 105 LF (Add 13 LF @ \$75.00 = +\$7,875.00)
- Add Bid Item 10A: 15-inch Type C Underdrain (660 LF @ \$53.00 = +\$34,980.00)
- Add Bid Item 12A: Type F 4-ft. Basin (1 each @ \$1,800.00 = +\$1,800.00)
- Revise Bid Item 12: 4-ft. Diameter Catch Basin, total quantity 8 each (Subtract 1 each @ \$3,300.00 = -\$3,300.00)
- Delete existing Drawing C-100
- Add revised Drawing C-100

**Attachments (list documents supporting change):**

Email from Shane Sargent at Maine Earth dated April 4, 2019.

Drawing C-100.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$279,896.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$N/A

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 60 days

Ready for final payment (days or date): 75 days

[Increase] [~~Decrease~~] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Price prior to this Change Order:

\$279,896.00

Contract Times prior to this Change Order:

Substantial completion (days or date): 60 days

Ready for final payment (days or date): 75 days

[Increase] [~~Decrease~~] of this Change Order:

\$5,225.00

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Price incorporating this Change Order:

\$274,671.00

Contract Times with all approved Change Orders:

Substantial completion (days or date): 60 days

Ready for final payment (days or date): 75 days

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>April 5, 2019</u>	Date: <u>5/6/19</u>	Date: <u>4/29/19</u>
Approved by Funding Agency (if applicable)	Approved by Funding Agency (if applicable)	Approved by Funding Agency (if applicable)
Date: _____	Date: <u>5/6/2019</u>	Date: _____

## Change Order Instructions

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

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Bangor, Maine 04401  
www.woodardcurran.com

T 800.564.2333  
T 207.945.5105  
F 207.945.5492

**TASK ORDER #055**

ISSUED PURSUANT TO A

**CONTRACT**

BY AND BETWEEN

THE TOWN OF HAMPDEN AND WOODARD &amp; CURRAN, INC.

DATED THE 17TH DAY OF APRIL 2019



This Task Order is issued pursuant to, and in accordance with, the terms of a Contract for Consulting Engineering Services entered into by and between the Town of Hampden, a municipal corporation, with its offices located on Main Street, and with a mailing address of 106 Western Avenue, Hampden, ME 04444 (hereinafter called the "Client"), and Woodard & Curran, Inc., a corporation, with its principal office located at One Merchants Plaza, Suite 501, Bangor, ME 04401 (hereinafter called "Consultant").

**PROJECT:** Mayo Road Infiltration/Inflow (I/I) Flow Measurement**DESCRIPTION OF WORK:** Install and collect data from meters to establish baseline flows in two legs of sewer.

Work includes:

- Collect the sewer plans for the Mayo Road area;
- Administration time to set up the Project; and
- Coordinate subcontractor (Flow Assessments) site visits.

**ASSUMPTIONS:**

The Scope of Work proposed is for the initial phase of the Infiltration/Inflow (I/I) Study on Mayo Road. Additional aspects of the investigation, including a full Study and Report of Findings, are not included at this time.

**SCOPE OF WORK:** Items to be reviewed are:

- |   |  |
|---|--|
| <input type="checkbox"/> Erosion and Sedimentation Controls | <input type="checkbox"/> Structural Assessment                           |
| <input type="checkbox"/> General Civil Engineering          | <input type="checkbox"/> Traffic   |
| <input type="checkbox"/> Groundwater Resources              | <input type="checkbox"/> Wetlands  |
| <input type="checkbox"/> Marine Resources                   | <input type="checkbox"/> Zoning District Performance Standards           |
| <input type="checkbox"/> Sewer/Water                        | <input checked="" type="checkbox"/> Other <u>See Description of Work</u> |
| <input type="checkbox"/> Stormwater Management              | <input type="checkbox"/> Other _____                                     |

**START DATE:** April 17, 2019**COMPLETION DATE:** 4 - 6 weeks



**TASK ORDER AMOUNT:**

  X  

**NOT TO EXCEED:** The total cost to be provided pursuant to this Task Order shall not exceed: \$7,500 without written authorization.

Estimated reimbursable expenses of Engineer will not exceed: \$0.

Fees and expenses for subconsultants to be engaged in connection with this Task Order will not exceed: \$6,900. See attached Proposal from Flow Assessment Services dated April 16, 2019.

**TIME AND MATERIALS:** The services to be provided pursuant to this Task Order are not sufficiently defined at the date of this Task Order and shall be completed on a time and materials basis, with the following only to serve as an estimated amount of services: \$      .

**TERMS AND CONDITIONS:**

All the terms and provisions of the Contract for Consulting Engineering Services entered into by the parties dated July 7, 2008, are incorporated herein by reference and made a part hereof.

**AUTHORIZATION:**

Task Order issued this 17th day of April 2019 for and on behalf of Consultant by its duly designated officer or agent:

**WOODARD & CURRAN**

By *Samuel A. Wilk*  
Senior Project Manager

Task Order agreed to as of the 17 day of April, 2019 for and on behalf of the Client by Town Manager, Planner (for purpose of Zoning and Subdivision Peer Reviews), Code Enforcement Officer (for purpose of Floodplain Management Ordinance), or Public Works Director (Town Infrastructure tasks) of the Town of Hampden:

**TOWN OF HAMPDEN**

By *[Signature]*  
Town Manager



**PROPOSAL FOR SEWER SYSTEM FLOW MONITORING  
TOWN OF: HAMPDEN, ME  
DATE: APRIL 16, 2019**

Woodard & Curran  
One Merchants Plaza  
Bangor, ME 04401  
Attn: Jim Wilson

**I. PURPOSE**

The firm of Woodard & Curran, (herein called "Client") has requested from Flow Assessment Services, LLC, (herein called "Subconsultant") a proposal for specialized services in the Town of Hampden, ME. This document represents Subconsultant's proposal to perform the requested services and includes the following:

1. A listing of the services to be provided;
2. A detailed description of the scope of services to be provided;
3. A list of Client responsibilities;
4. A list of mutual agreements between the two parties;
5. An estimated time of performance of the requested services; and
6. A fee schedule for the requested services.

**II. SCOPE OF PROFESSIONAL SERVICES TO BE PROVIDED**

The specific services to be performed by the Subconsultant shall include the following:

- A. The study area consists of select portions of the Hampden sanitary sewer system. The system will be investigated for the purpose of quantifying wastewater flow.
- B. The Scope of Specialized Services shall include the following items and estimated work quantities.

Item #	Description of Tasks	Estimated Quantity
1	Flow Meter Installation	2 Meters
2	Flow Meter Operation, Maintenance, & Rental (2 Meters x 4 Weeks = 8 Meter Weeks)	8 Meter Weeks
3	Flow Data Reduction & Presentation (2 Meters x 4 Weeks = 8 Data Weeks)	8 Data Weeks

- C. Continuous flow monitoring will be performed to obtain information necessary to accurately analyze the monitoring tributary areas for infiltration during high groundwater periods and

for rainfall related inflow during wet weather periods. Continuous metering will be conducted for the designated time period as directed by the Client.

The flow monitoring will be accomplished by one of the following methods:

1. The use of continuous monitoring devices incorporating a velocity sensor combined with a depth sensor, or
  2. Palmer Bowlus flumes, in conjunction with continuous depth recording.
- D. Flow monitoring data reduction and review will be performed on all data obtained each flow monitoring location. The data obtained will be reduced, evaluated, and presented in report form. One (1) copy of the completed report will be submitted to the Client. This will include, for each location, tabular reports based on 15-minute time increments.

The tabular report will be provided and will include:

A summary of daily flow information for a selected time period. The summary presents, for each day, the minimum flow rate, peak flow rate, total daily flow, total rain, peak hourly rain, and peak 15-minute rainfall, if applicable. The summary also includes the total flow volume, average daily flow, and total rainfall quantity, if applicable, for the selected time period.

Detailed flow reports of the flow rate data in 15-minute time increments will also be prepared and submitted. The detailed report will include depth of flow, velocity of flow, incremental flow rate, cumulative flow rate and recorded rainfall. The report will also include the total daily flow volume and total daily rainfall quantity, if applicable.

In addition, flow hydrographs will be prepared for each flow monitoring location, which present a plot of the recorded flow rates for a selected time period. A bar graph of rainfall recorded during the selected time period is also plotted on the hydrograph.

Further, periodically data will be posted to a secure password protected web site that will allow project personnel access to flow, rainfall and groundwater recorded data. Users then can prepare and review detailed flow reports, graphs and tables. Comparison between wet and dry periods as well as net flows per sub system calculations may also be performed. Online data export format capabilities included Excel, Access, and ASCII.

### **III. QUALITY CONTROL PROCEDURES**

#### **FIELD OPERATIONS – SITE SELECTION**

Since the flow monitoring site can play a significant role in obtaining accurate flow monitoring data, site selection in the field will be given a high priority. The proposed monitoring site will be visited for the specific purpose of observing flow characteristics. Every effort will be made to identify a monitoring site that will provide accurate data while attempting to comply with the original location plan.

Observations such as surcharging or backing up of flows are less than ideal for monitoring and if possible will be avoided. Manholes having more than one line entering and irregular flow/velocity patterns will also be looked on as less than favorable.

## **FLOW METER SELECTION/INSTALLATION**

Once a site has been identified the appropriate meter with any specific sensors will be installed. The installation will consist of installing tight fitting aluminum bands with both flow depth and velocity sensors mounted in such a way as not to obstruct flow or snag paper or other disposed items in the flow stream.

## **INITIAL & SUBSEQUENT FLOW VERIFICATION**

During the installation process, the meter will be operated in such a way as to instantaneously obtain and display both depth and velocity readings. Manual depth measurements will be obtained and compared to meter readings, any differences will be corrected to within 0.10 inches. Using a hand held velocity meter, readings will be obtained and compared to the metered velocity readings and adjustments to the installed equipment will be made until a reasonable match is obtained. During each weekly visit, the following will be performed and noted on site log sheets:

- Actual depth of flow
- Metered depth of flow
- Actual flow velocity
- Metered flow velocity
- Flow pattern will be graphed for the previous period
- Scatter plots of both depth & velocity will be reviewed
- Any adjustments (if necessary) will be noted
- Battery voltage logged and if necessary, batteries will be replaced

## **DATA QUALITY REVIEW**

Staff operating at our headquarters will review the flow data as it is received for completeness (missing data). A more detailed review will take place at a later date when the actual field logs arrive. Flow data files will then be combined with rainfall data and graphs will be prepared to begin a more detailed review of all depth, velocity and flow data. Abnormalities such as unexplainable depth spikes or drop outs as well as inconsistent velocity trends will be noted. Additional comparison graphs will be prepared that will use both actual depth and velocity data as well as predicted data. Scatter plots will also be produced to better understand specific characteristics of the site as well as help identify isolated incorrect measurements. Adjustments or corrections, if any, will be performed and documented.

## **IV. CLIENT RESPONSIBILITIES**

The Client shall provide the following at no additional cost to the Subconsultant:

- A. Furnish copies of the necessary plot maps of all sewers to be studied. The sewer lines and manholes should be clearly marked and labeled with a numbered reference system.
- B. Make any revisions to the sewer maps in the study area based on correction data collected during the fieldwork.
- C. Make arrangements to provide traffic control as required by local public safety authorities.

- D. Make arrangements to provide access to and exposure for entry those manholes within the study area which are buried, covered or otherwise not readily accessible.
- E. Provide free and legal access to all sites of work.
- F. Assure the prompt clearance of major blockages or obstructions in the sewer system, if any, should such clearance be required for performance of the work.
- G. Provide the shutdown of certain pump stations, upon prior request, should it become necessary for the satisfactory performance of the work.
- H. In the absence of any of the assurances indicated above, give Subconsultant release from responsibility for the performance of the affected portions of the work under this Agreement.

**V. MUTUAL AGREEMENTS**

- A. Subconsultant shall not be held liable to the Client if delayed or prevented from performing the work as specified herein through any cause beyond the control of Subconsultant and not caused by his own fault or negligence, including acts of God, or the public enemy, weather conditions; acts of government, including changes in state and/or federal requirements governing sewer system evaluation surveys after the effective date of this contract; fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes. Subconsultant shall advise the Client, in writing, of any such delays.
- B. Subconsultant is an equal opportunity employer.
- C. Subconsultant agrees to carry (1) Comprehensive Public Liability, Property Damage, Personal Injury and Independent Contractors – not less than \$1,000,000 per accident. (2) Automobile Liability, Bodily Injury, Property Damage – not less than \$500,000 per person \$1,000,000 per occurrence. (3) Workman’s Compensation Insurance covering any liability of the Consultant during the course of the services performed and as described herein.
- D. The provisions of the Agreement may be revised upon written notice by either party, and the written acceptance of the revisions by both parties to this Agreement.
- E. Subconsultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the Client.

**VI. TIME OF PERFORMANCE**

Subconsultant anticipates initiating fieldwork no later than TBD with all such fieldwork to be completed TBD. All data will be provided to the Client within 30 days of completion of each field task.

This proposal is valid until December 31, 2019.

**VII. FEES**

<b>Item #</b>	<b>Description of Tasks</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Flow Meter Installation	2 Meters	\$1,350.00	\$2,700.00

2	Flow Meter Operation, Maintenance, & Rental (2 Meters x 4 Weeks = 8 Meter Weeks)	8 Meter Weeks	\$400.00	\$3,200.00
3	Flow Data Reduction & Presentation (2 Meters x 4 Weeks = 8 Data Weeks)	8 Data Weeks	\$125.00	\$1,000.00
			<b>Total:</b>	<b>\$6,900.00</b>

**VIII. METHOD OF PAYMENT**

The Method of Payment for Professional Services outlined above shall be in the form of progress invoices to be submitted to the Client for the items above as the fieldwork is actually completed. Such invoices are due and payable within fourteen (14) days after the Client has been paid by the Owner.

Regards,  
Flow Assessment Services, LLC



Dennis Vigliotte  
Managing Partner



Item 6. a.

## MEMORANDUM

106 Western Avenue  
Hampden, Maine 04444  
Office: 207-862-3034  
Facsimile: 207-862-5067

TO: Environmental Trust Committee  
FROM: Jim Chandler, Town Manager *JNC*  
COPY: Sean Currier, Public Works Director  
DATE: May 29, 2019  
RE: Mayo Road Sewer Pump Station Overflow – Council Resolution to confirm the Town’s Intent and Capability to fund an Escrow Account for Overflow Incidents

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This memorandum requests the Environmental Trust consider support of the attached Town Council Order-Resolution adopted on February 19, 2019 to establish an escrow fund within the Town’s Sewer Fund. The escrow fund will be restricted to the specific purpose of paying for the pumping of overflow stormwater that enters the sanitary sewer collection system.

### Background

Stormwater is entering our sanitary sewer collection system from properties on sections of Mayo Road and Western Avenue during excessive rain-fall or flood events. When this occurs, the flow exceeds the steady-state capacity of that pump station. Town staff has been proactively working to address the situations when rain, snow-melt or other weather events overwhelm the sanitary sewer pump station at Mayo Road & Western Avenue.

The Town is currently conducting a flow analysis to identify the most egregious sources by working with our on-call engineering consultant to study the flow rates in key locations that will inform our program of outreach to residents on the system. The outreach program will systematically identify potential Inflow and Infiltration (I&I) sources so remedial measures may be taken by the property owners to correct inefficient or improperly connected stormwater/groundwater inflow and/or infiltration sources.

### Next Steps

- Begin to identify I&I sources and scope corrective measures.
- Enforce existing Sewer Ordinance for assessing surcharges on properties confirmed to be sources of illegal discharges into the Town’s collection system.
- These surcharges would be used to fund/repay the escrow account going forward, until corrective measures are completed, and capacity is restored.

### Staff Recommendation

Staff recommends the Environmental Trust allocate the initial seed funding to establish a \$ 10,000 Escrow account to support emergency overflow recovery of stormwater entering the Town’s sanitary sewer collection system. This fund would be repaid by future surcharges from individual fees charged to identified sources of stormwater, until the total amount is repaid, or the system is fully repaired and protected from future Inflow & Infiltration stormwater.

Ivan P. McPike (Mayor, A/L)  
Stephen L. Wilde (1)  
Dennis R. Marble (2)

**TOWN OF HAMPDEN**  
IN THE TOWN COUNCIL

Terry McAvoy (3)  
David I. Ryder (4)  
Eric Jarvi (A/L)  
Shelby Wright (A/L)

**Order 2019- 02**  
**Adoption: February 19<sup>th</sup>, 2019**

**ORDER REGARDING FUNDING A MUNICIPAL ESCROW ACCOUNT  
FOR EMERGENCY PUMP STATION SERVICE**

**WHEREAS** the Town of Hampden seeks to promote economic development opportunities in various forms to diversify tax revenues within the Municipality; and

**WHEREAS** the Town of Hampden acknowledges that the Mayo Road sanitary sewer pump station is challenged by unknown point-sources of inflow and infiltration that create limited periods when operations are not at optimum capacity; and

**WHEREAS** the Town of Hampden seeks to remedy the inflow and infiltration to the sanitary sewer collections system to promote residential and other appropriate forms of new development in the area of Town served by this pump station;

**IT IS ORDERED**, that the Town of Hampden will fund and maintain a Municipal escrow account in the amount of \$10,000 for emergency pump station service for the Mayo Road pump station until such time as optimum capacity is available within the collection system;

This order is adopted on March 4th, 2019.

Town Clerk:

ORDERED by a majority of the Town Council:

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Paula Scott

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