



**TOWNSEND WATER DEPARTMENT**  
540 Main Street West Townsend, Massachusetts 01474

Todd Melanson, *Chairman*

Nathan Mattila, *Vice-Chairman*

, *Clerk*

David Vigeant, *Superintendent*

(978) 597-2212

[water@townsendwater.org](mailto:water@townsendwater.org)

**WATER COMMISSIONERS MEETING**

**September 18, 2023 – 7:00 P.M.**

**Water Department 540 Main Street, Meeting Room**

On March 29, 2023, Governor Healey signed into law a supplemental budget bill which, among other things, extends the temporary provisions pertaining to the Open Meeting Law to March 31, 2025. Specifically, this further extension allows public bodies to continue holding meetings remotely without a quorum of the public body physically present at a meeting location, and to provide "adequate, alternative" access to remote meetings. The language does not make any substantive changes to the Open Meeting Law other than extending the expiration date of the temporary provisions regarding remote meetings from March 31, 2023, to March 31, 2025.

**Join Zoom Meeting**

<https://us06web.zoom.us/j/83277788473?pwd=Y2xIZ3FEZEExQ3FPYVo0cU5vZlB0UT09>

**Meeting ID: 832 7778 8473 Passcode: 847422 Log on Monday, September 18, 2023, at 7:00 P.M. to participate.**

**I. PRELIMINARIES:**

- 1.1 TM called the meeting to order @ 7:03 P.M. and announced the meeting is being held by Zoom.
- 1.2 TM announced TCAM is recording the meeting and will upload it to YouTube for viewing.
- 1.3 Roll Call showed members present: Todd Melanson (TM)-Chairman and Nathan Mattila (NM)-Vice Chairman. Roll call showed citizens present: David Vigeant (DV)-Water Superintendent, Chaz Sexton-Diranian (CSD)-Liaison for the Board of Selectmen. Housing Trust members: Veronica Kell (VK), Beverly Napior (BN), Joan Savoy (JS), Michael Virostko (MV), Alison Weissensee (AW)-Housing and Grant Administrator. VK declared there were no additions or deletions.
- 1.4 Chairman's additions or deletions. None.
- 1.5 Approve Meeting Minutes of August 14, 2023, and July 21, 2023. Work session. NM motion to approve meeting minutes of August 14, 2023, and July 21, 2023. Work Session. **TM seconded. Unanimous vote.**
- 1.6 Review correspondence. Public Comments.

**II. APPOINTMENTS-VOTES MAY BE TAKEN:**

- 2.1 7:15 P.M. Affordable Housing Trust. VK opened the Townsend Affordable Trust Committee at 7:06 P.M. Roll call showed members present: Chaz Sexton-Diranian (CSD)-Liaison for the Board of Selectmen. Housing Trust members: Veronica Kell (VK), Beverly Napior (BN), David Werlin (DW). Cindy Boundy was absent.  
DV reported he would like an easement to place a pump house at the property across from Wyman Road to pump to a future water tank site at the top of West Elm Street/Lunenburg Road. This will help to supply water to over two thousand customers. VK asked about the building and to why it needs to be in the front and couldn't be built further back from the road. DV explained that he needed a 50X50 easement and his original site would be the best place for it. DV stated it would be the 500th of an acre need for the pump house. DW said he is good with the project but would like to look at it more closely. DV stated he could flag it for their onsite meeting next week. DV affirmed that he will draw a map and stake it out the location for viewing. VK reported that the onsite meeting will be on Wednesday, September 27, 2023, and a rain date on Friday, September 29, 2023, at 9:30 am. They will have their next

meeting on October 2, 2023, and will have it on the agenda for discussion/vote. BN moved to adjourn the meeting. CSD second. Roll call vote declared all those in favor. Beverly Napior, Aye David Werlin, Aye Charles Sexton-Diranian, Aye and Veronica Kell, Aye.

2.2 7:45 P.M. Glen Johnson, 25 Balsam Drive. RE: Water quality issues. Customer unavailable.

**III. MEETING BUSINESS-VOTES MAY BE TAKEN:**

3.1 Discuss/review capital spending and warrant articles.

DV confirmed we were reimbursed for work paid for by our operating budget in the amount of \$431,000.00. DV continued saying that he could not use these funds to pay off a portion of the loan and he had hoped to use the funds to reduce rates because the rate study reflects over the next three years an increase of 10%, 12%, 12%, and 12%. TM asked DV to see if Mike from Tighe and Bond can attend the October BOWC meeting to confirm if these rates are still true with everything going on. DV stated since we cannot apply the \$431,000 funds to the loan, he would like to apply to the capital spending for the next 5 years and he can reduce the rate increase to 5%.

DV stated we have no control over personnel or energy costs. We will have \$500,000.00 of free cash next year that he does not want to touch. TM confirmed DV's plan to purchase a gate exerciser, vacuum trailer, replace the 2004 utility truck and backhoe, and planning cost for a new water tank and other equipment in FY24. TM asked if these purchases would all be covered under the \$431,000.00. NM asked what the cost is for the backhoe. DV reported with the trade in the cost is \$164,500.00. NM asked about the vacuum trailer. DV stated it will vacuum all the water and dirt so the gate exercise can be used. DV hopes to start a gate exercising program to maintain the gate in case of an emergency. TM stated that it would be a smart purchase to buy the gate exerciser and vacuum trailer.

TM asked to add this to the agenda for the October meeting. He also reminded DV to have Tighe & Bond at the next meeting and submit a draft budget at the November meeting.

**IV. COMMISSIONERS UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

4.1 NM raised his concerns about being the sole signatory on the larger warrants. After a lengthy discussion it was decided that the office would scan the warrants to the BOWC weekly so they can be reviewed. CSD told the board that the BOS are scanned to them, and they approve by either coming in to sign or give permission by email to use their signature stamp. Brenda will have information on the signature stamps for the next meeting.

4.2 NM also stated that while signing the warrants he noticed Amazon invoices for iron on details and a press. First, he was happy that it was saving money but then he saw the Techs shirt with a logo that was a different logo. NM stated there had been a prior meeting where this was discussed and no one, not even DV, should be able to change the logo. NM would like to have this on the next agenda for discussion.

**V. LIASON UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

5.1 CSD wanted to know if DV will be clarifying the notice that was emailed to them about the lawsuit. TM asked if he has been getting these notices from Dupont and 3M. TM stated they should be forwarding all communications to the lawyer. DV explained they are exact wording that the attorney sent just stating the check will be sent directly to the water department. The board urged DV not to sign anything from either company unless instructed by the attorney.

**VI. SUPERINTENDENT'S UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

6.1 Update/Discuss PFAS/Harbor Trace Treatment Plant. DV reported Witches Brook 2 well is at 16.4 and we will be re-testing in a couple of weeks to see if it has changed. The new waterline will be active soon which will allow us to blend. Septic was inspected today and electrical is ongoing, the floors will be poured in two weeks and the walls will be built sometime in October. The roof will be finished in

November as they want to be enclosed in December. We relocated the service on 13 Proctor, which made a couple of customers happy as the original line was clogged. Highland Street we put two more services on the 12" line and added a new hydrant. TM asked how many more homes are on the 6" line. DV stated it will take a couple more years to relocate all homes to the new line.

6.2 Disposition of 540 Main Street. DV had a meeting with the Properties Committee, and they are interested in the building.

6.3 Other Superintendent Reports. DV reported 6 homes have been approved to be built on West Meadow Road and an age restricted triplex has been approved to be built on 96 Fitchburg Road.

**VII. OFFICE UPDATES AND REPORTS-VOTES MAY BE TAKEN:**

7.1 The next board meeting is scheduled for October 16, 2023.

7.2 Review monthly abatements and adjustment list. The board reviewed the August adjustment/abatement list. NM moved to abate acct# 4110 17 Ponderosa Drive \$37.50, #60220 27 Horseshoe Drive \$282.55, and #61616 6 Coppersmith Way \$68.82. (Acct #60333 13 Joyce Street \$103.46 was voted on at the last meeting.) TM seconded. Unanimous vote.

7.3 Review and approve end of month reports and bill payable warrants. NM moved to review and sign warrants out of session. TM seconded. Unanimous vote.

**ADJOURNMENT**

TM made a motion to adjourn. NM seconded. Unanimous vote. BOWC meeting was closed at 8:33 P.M.

Respectfully submitted,



Brenda Boudreau  
Office Manager  
Townsend Water Department

## **Capital Spending and Warrant Articles**

### **Considerations and Facts:**

- 1) In July 2023 the SRF reimbursed the water department for some of the over 1 million dollars the water department has currently spent on engineering cost for the water treatment plant, in the amount of \$431,000. (See exhibit 1)
- 2) Water rates are scheduled to rise 58% in the next 5 years. (2025-10%, 2026 thru 2029 12% each) (See Exhibit 2)
- 3) Lawsuit payouts to Townsend are pending, what they are is unknown, information sent to the lawyers will be evaluated. (See Exhibit 7)
- 4) Water Rate increases are dictated by the following: additional debt, capital expenditure needs, cost in goods and services increases, utility increases, and personnel costs. (See Exhibit 3)
- 5) Project revenue was set to be less than we took in last year because of the dry summer last year. 2023 revenue was \$2,065,000. Projected is \$2,015,000 with a 5% increase over last year to bring it to that number.
- 6) The water department expended \$1,430,000 last year \$80,000 under budget. The difference will be in free cash this fall. Would like not to use free cash this year.
- 7) We put off capital spending this year to reduce the rate hike to 5%.

### **Plan:**

- 1) Apply the \$431,000 to capital spending.
- 2) Purchase/fund the next 5 years of capital spending with the \$431,000.
- 3) Rate study and budget worked on in December.
- 4) Don't touch the \$600,000 in free cash from fiscal year 2023. Build the reserves back up which is part of the rates.
- 5) Present to board 9 January 2023. Goal to cut the rate hikes to 25% to 30% from the 58% projected. We may do better. 5%to 6% is better than 10% to 12%.

### **Warrant Articles**

**1 Transfer the State Revolving Fund Reimbursement to the Capital Spending Fund for the Water Department**

**2) Purchase the Gate Exerciser/Vacuum Tractor and equipment, from fiscal year 2024 that was put off till 2025. \$100,000 (See Exhibit 8)**

**3) Purchase a new F350 Utility Truck and equipment to replace 2014 utility truck. \$100,000. (see exhibit 5)**



**4) Replace the 2004 Backhoe with at new 2023 Cat 440 Backhoe which is larger and has extended reach. \$170,000 (see Exhibit 6)**

**5) Plan and Engineer Lunenburg Road Water Tank to be able to bring water to approximately Townsend 2000 residents. (\$61,000) (see exhibit 3)**

3.1

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER RESOURCES**

**PAYMENT REQUISITION**

*EXHIBIT*  
*1*

LOAN NO.: <u>DWP-22-26</u> DMS PROJECT NO.: <u>DWSRF-6964</u>		REQUEST NO.: <u>1</u> SERVICE DATES: <u>7/1/2022 - 6/30/2023</u>	
LEGAL NAME AND ADDRESS OF BORROWER: Town of Townsend 272 Main Street Townsend, MA 01469			
EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST \$
Construction Contract 1 - Harbor Trace Treatment Plant	\$ 6,878,889	\$ -	\$ 779,997
Construction Contract 2 - Water Main Improvements	\$ 4,756,422	\$ -	\$ 865,401
Construction Services	\$ 1,300,000	\$ -	\$ 81,030
OPM	\$ 58,000	\$ -	\$ 4,690
Contingency - Contract 1	\$ 1,000,000		
Contingency - Contract 2	\$ 238,689		
Other: PFAS Design	\$ 431,000	\$ -	\$ 431,000
Other: Police	\$ 202,000	\$ -	\$ -
Other: Testing	\$ 35,000	\$ -	\$ -
Totals	\$ 14,900,000	\$ -	\$ 2,162,118

**CERTIFICATION OF THE BORROWER:**

The Authorized Representative of the Borrower identified below certifies the following:

- (i) This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;
- (ii) there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and
- (iii) the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of of this requisition less retainage.

Signature:   
 Print Name: David Vigeant  
 Title: Water Superintendent

Date: 6 JULY 2023

(To be completed by the DEP Division of Municipal Services)

Amount Requested: \_\_\_\_\_ Amount Approved: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

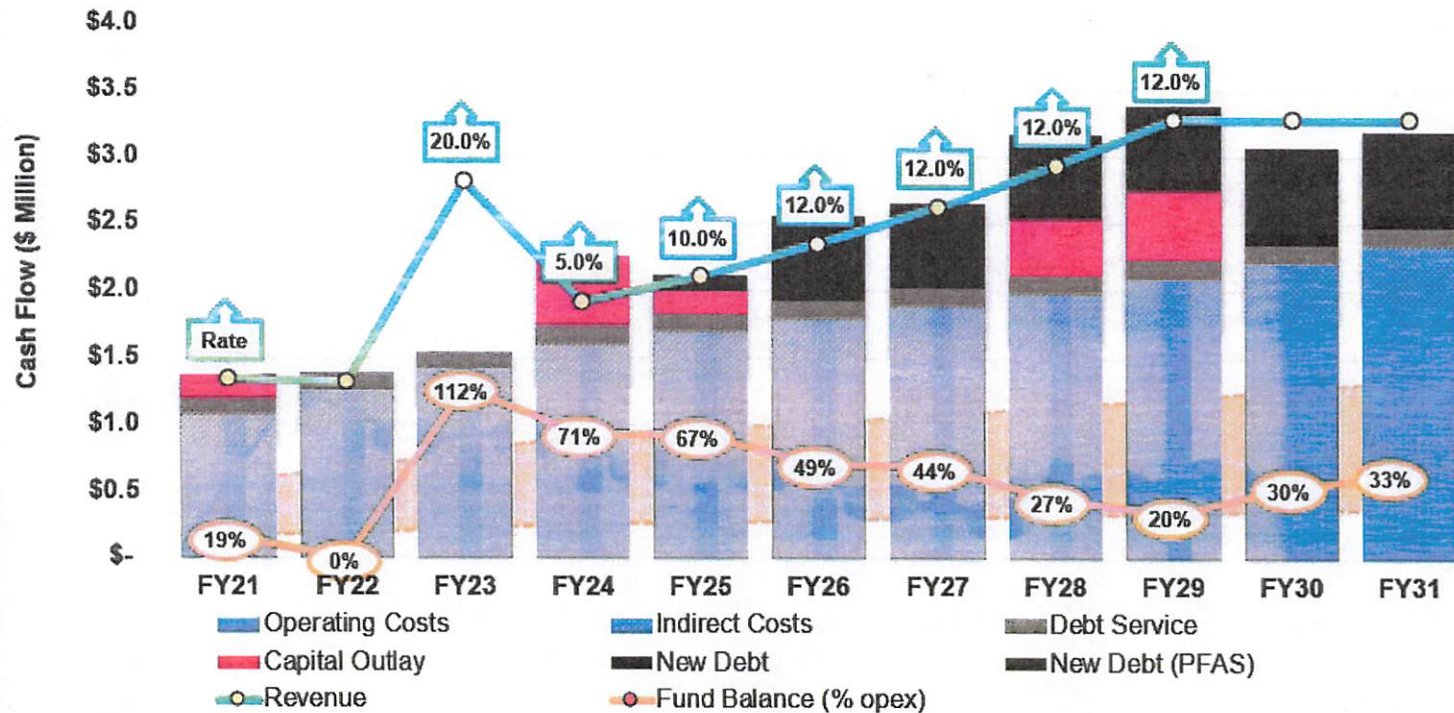
Print Name: Maria E. Pinaud  
 Title: Division Director

# 3.1 PROFORMA

## Tiered Rate Structure

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
<b>Revenue</b>								
Rate Revenue	\$ 1,231,920	\$ 1,206,945	\$ 1,718,369	\$ 1,804,288	\$ 1,984,716	\$ 2,222,882	\$ 2,489,628	\$ 2,788,383
Non Rate Revenue	\$ 106,127	\$ 114,860	\$ 112,264	\$ 114,978	\$ 120,675	\$ 128,196	\$ 136,620	\$ 146,054
MBTE Funds			\$ 987,000					
<b>TOTAL REVENUE</b>	<b>\$ 1,338,046</b>	<b>\$ 1,321,805</b>	<b>\$ 2,817,633</b>	<b>\$ 1,919,266</b>	<b>\$ 2,105,392</b>	<b>\$ 2,351,079</b>	<b>\$ 2,626,248</b>	<b>\$ 2,934,438</b>
delta previous	▲ 33.0%	▼ 2.0%	▲ 42.4%	▲ 5.0%	▲ 10.0%	▲ 12.0%	▲ 12.0%	▲ 12.0%
<b>Net Revenue (Revenue-Expense)</b>	<b>\$ (278,907)</b>	<b>\$ (202,982)</b>	<b>\$ 1,275,015</b>	<b>\$ (345,043)</b>	<b>\$ (8,199)</b>	<b>\$ (211,604)</b>	<b>\$ (30,167)</b>	<b>\$ (237,921)</b>
Retained Earnings Balance	\$156,875	\$0	\$1,275,015	\$929,972	\$921,773	\$710,170	\$680,003	\$442,082
(as % OpEx)	19%	0%	112%	71%	67%	49%	44%	27%

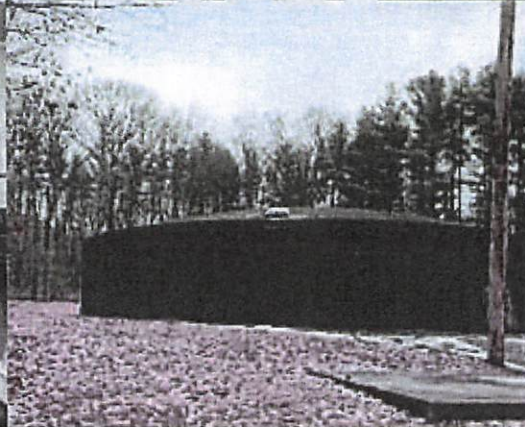
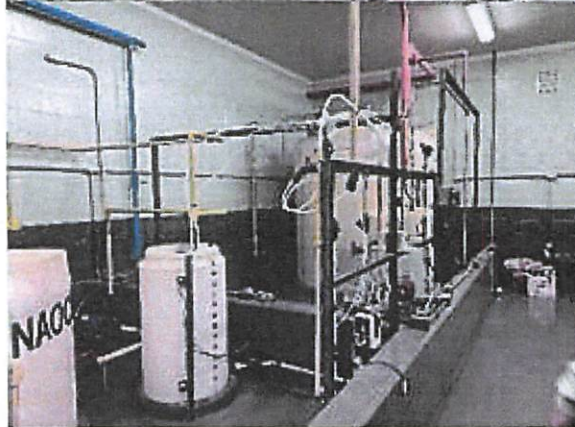
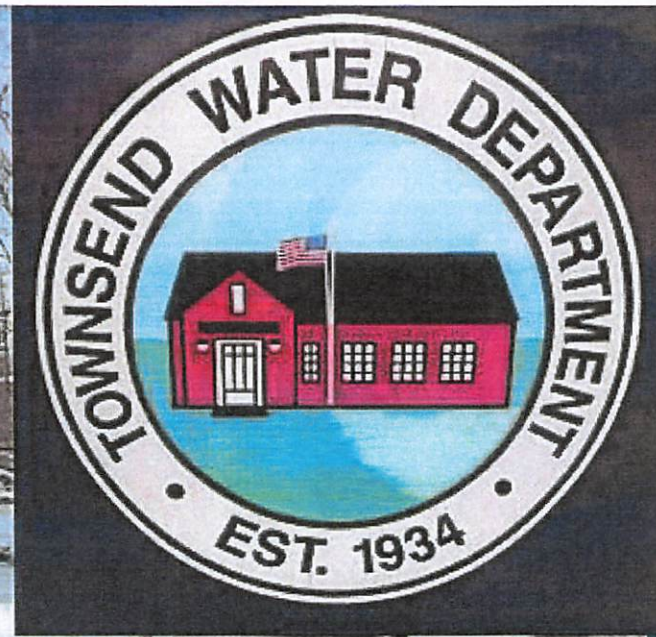
### Water Proforma - Tiered Rates



1. MBTE funds, assume added to FY23
2. Assumed pending results of final revenue and expenses for FY22. FY24 increase based upon the zero fund balance assumption for FY22.



EXHIBIT 3.1  
2



# WATER RATE EVALUATION UPDATE

Townsend, MA

January 2022



# EXPENSE SUMMARY

Town of

Townsend

## Water Enterprise Financial Model

	Budget FY21	Budget FY22	Budget FY23	Budget FY24	Projected FY25	Projected FY26	Projected FY27	Projected FY28
<b>Operating Expenses</b>								
Personnel Services	\$395,316	\$455,200	\$575,503	\$610,953	\$641,501	\$673,576	\$707,254	\$742,617
Purchase Of Services	\$197,280	\$228,930	\$251,578	\$271,230	\$298,353	\$328,188	\$361,007	\$397,108
Supplies	\$98,125	\$143,618	\$182,400	\$254,100	\$261,723	\$269,575	\$277,662	\$285,992
Repair & Maint Bldg	\$50,000	\$50,000	\$50,000	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041
Repair & Maint Equip	\$40,000	\$40,000	\$45,000	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648
Repair & Maint Dist	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges And Expenses	\$15,270	\$22,025	\$21,880	\$26,025	\$26,806	\$27,610	\$28,438	\$29,291
Repair & Maint SCADA	\$10,500	\$15,000	\$16,000	\$17,000	\$17,510	\$18,035	\$18,576	\$19,134
<b>Subtotal</b>	<b>\$836,491</b>	<b>\$954,773</b>	<b>\$1,142,361</b>	<b>\$1,304,308</b>	<b>\$1,374,642</b>	<b>\$1,449,596</b>	<b>\$1,529,529</b>	<b>\$1,614,830</b>
	▲ 11.8%	▲ 12.4%	▲ 16.4%	▲ 12.4%	▲ 5.1%	▲ 5.2%	▲ 5.2%	▲ 5.3%
Indirects	\$234,125	\$300,205	\$273,000	\$300,000	\$320,750	\$336,788	\$353,627	\$371,309
as % of Personnel services	59%	66%	47%	49%	50%	50%	50%	50%
<b>Capital Expenses</b>								
Capital Outlay	\$180,343	\$0	\$0	\$526,000	\$544,000	\$0	\$0	\$0
Articles	\$371,634	\$100,000	\$0	\$0				
Debt Service	\$127,257	\$134,000	\$127,257	\$134,000	\$134,000	\$134,000	\$134,000	\$134,000
New Debt Service (SRF)	\$0	\$0	\$0	\$0	\$120,198	\$642,298	\$639,259	\$636,219
New Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$679,234</b>	<b>\$234,000</b>	<b>\$127,257</b>	<b>\$660,000</b>	<b>\$798,198</b>	<b>\$776,298</b>	<b>\$773,259</b>	<b>\$770,219</b>
	▼ 163.4%	▼ 190.3%	▼ 83.9%	▲ 80.7%	▲ 17.3%	▼ 2.8%	▼ 0.4%	▼ 0.4%
Capital Outlay (ARPA)*		\$0	\$425,000	\$0	\$0	\$0	\$0	\$0
* NOT included in Total Expenses								
<b>TOTAL BUDGET</b>	<b>\$1,749,850</b>	<b>\$1,488,978</b>	<b>\$1,542,618</b>	<b>\$2,264,308</b>	<b>\$2,493,590</b>	<b>\$2,562,682</b>	<b>\$2,656,415</b>	<b>\$2,756,358</b>
	▼ 57.7%	▼ 17.5%	▲ 3.5%	▲ 31.9%	▲ 9.2%	▲ 2.7%	▲ 3.5%	▲ 3.6%



# CAPITAL IMPROVEMENT PLAN

## Capital Improvement Planner

System Component	System Scope	Description	Funding source	Interest Rate	Estimated Cost	Cost Year	Escalated Cost	Start Year	Term
Source	Other	Main St & Cross Street Wellhouse Generator	ARPA		\$ 220,000	2023	\$ 220,000	2023	1
Treatment	Engineering	PFAS Water Treatment Plant - Prelim Engineering	ARPA		\$ 205,000	2023	\$ 205,000	2023	1
Treatment	Engineering	PFAS Water Treatment Plant - Design	Rate		\$ 495,000	2021	\$ 526,000	2023	1
Treatment	Construction	PFAS Water Treatment Plant	SRF	0.4%	\$ 16,578,800	2025	\$ 16,579,000	2025	30
Enterprise	Other	Trailer Mounted Gate Exerciser with vacuum	Rate		\$ 85,000	2021	\$ 96,000	2025	1
Enterprise	Engineering	Utility Truck plus equipment	Rate		\$ 60,000	2021	\$ 68,000	2025	1
Enterprise	Engineering	Lunenburg Connection - Tank	Rate		\$ 337,500	2021	\$ 380,000	2025	1
Distribution	Engineering	Year 4 - Watermain Replacement 1,850' New Fitchburg Road	Rate		\$ 75,000	2021	\$ 96,000	2029	1
Distribution	Construction	Year 4 - Watermain Replacement 1,850' New Fitchburg Road	Debt	4.0%	\$ 730,000	2021	\$ 953,000	2030	20
Distribution	Engineering	Year 5 - Watermain Replacement 1,650' New Fitchburg Road	Rate		\$ 70,000	2021	\$ 92,000	2030	1
Distribution	Construction	Lunenburg Connection - Watermain	Rate		\$ 337,500	2021	\$ 468,000	2032	20
Total					\$19,193,800		\$ 19,683,000		

1. Total project cost \$14.9M + \$4.2M for PFAS WTP and Watermain construction. Assumed financing = 30 yrs @ 0.4% with 13.2% Principal Forgiveness

Facilities	Exterior Repair Harbor Fire Station	Y	\$ 10,000				\$ 10,000
Facilities	Window replacement (Energy Efficiency) West Townsend Reading Rm			\$ 20,000			\$ 20,000
Facilities	Old Harbor Fire Station (DCR) Exterior repair & painting	Y	\$ 20,000				\$ 20,000
Fire Dept	Replace 1995 Engine 2	Y	\$ 745,000				\$ 745,000
Fire Dept	Replace 1995 Forestry 2	Y	\$ 75,000				
Fire Dept	Replace 2002 Engine 3				\$ 785,000		
Fire Dept	Replace 2007 Car 2 (old Paramedic SUV)with Pickup truck	Y	\$ 55,000				
Fire Dept	Protective Bunker Gear Replacement				\$ 135,000		
Fire Dept	Air Pack Replacement if not replaced with grant					\$ 525,000	
Fire Dept	Replace 2007 Engine						
Water Dept	Online Bill payment system		tbd				\$ -
Water Dept	Decommissioning and reforesting Main St Well field **	Y	\$ 30,000				\$ 30,000
Water Dept	Installation of Main St Wellhouse generator **	Y	\$ 120,000				\$ 120,000
Water Dept	Installation of Cross St Wellhouse generator **	Y	\$ 100,000				\$ 100,000
Water Dept	Fusing machine for water mains	Y	\$ 25,000				\$ 25,000
Water Dept	36" wide scanner/copier	Y	\$ 10,000				\$ 10,000
Water Dept	Witches Brook Harbor Trace Treatment Plan ***		tbd				\$ -
Water Dept	Design Harbor Trace Treatment Plant ***		tbd				\$ -

Water Dept	Harbor Trace Treatment Plant - Installations ***			TBD				\$ -
Water Dept	Trailer Mounted Gate Exerciser with vacumm			\$ 85,000				\$ 85,000
Water Dept	Gas, Hybrid, Electric dump truck (F-450) with plow				\$ 100,000			\$ 100,000
Water Dept	Water main, S Harbor Rd Ash to South Row 1500'					tbd		\$ -
Water Dept	South Row Rd to Emery 3000'						tbd	\$ -
Water Dept	Utility truck and equipment						\$ 60,000	\$ 60,000
Police Dept	Records Management Project (scan old documents)	Y	35,000					\$ 35,000
Police Dept	Installation of Restroom 2nd Floor			15,000				
Police Dept	Renovation of Comm Ctr./Records			60,000				\$ 60,000
Police Dept	2nd Lease payment on 4 cruisers	Y	70,000					\$ 70,000
	*** Revolving fund							\$ -
	** Funded from ARPA, No Town Funds							\$ -
								\$ -
<b>Total, All Departments</b>			<b>1,790,450</b>	<b>510,050</b>	<b>1,423,238</b>	<b>386,113</b>	<b>816,112</b>	<b>\$ 4,925,963</b>

Recap by department		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Cons Com		\$ 1,050	\$ 50	\$ 50	\$ 50	\$ 50	\$ 1,250
HWY		\$ 377,400	\$ 250,000	\$ 538,188	\$ 251,063	\$ 231,062	\$ 1,647,713
Facilities		\$ 147,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 247,000
Water Dept		\$ 285,000	\$ 85,000	\$ 100,000	\$ -	\$ 60,000	\$ 530,000
Police Dept		\$ 105,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 180,000
Fire Dept		\$ 875,000	\$ -	\$ 785,000	\$ 135,000	\$ 525,000	\$ 2,320,000





# Purchase & Sales Agreement

EXHIBIT 5

3.1

## CUSTOMER

Contact Name: Kevin Keefe  
 Company/Dept: Townsend Water  
 Street Address:  
 City, State, Zip: Townsend, MA  
 Phone: 978-877-3174  
 E-Mail: [kkeefe@townsendwater.org](mailto:kkeefe@townsendwater.org)  
 Job Description: Pickup / Lights / Plow

Date: 8.29.23  
 Valid for: 60 Days\*  
 Customer #:  
 Contract: PCC  
 Sales Rep: Ed Miley

Vehicle: **F350** PCC-2023-2026 23-1670

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
W3B	2023 F350 XL Pickup/ Crew Cab / 160"WB/ 6.75ft bed (610A)	\$48,185.00	1	\$48,185.00
99A/44F	6.8L V8 GAS ENGINE / TORQSHIFT-G AUTOMATIC TRANSMISSION	\$0.00	1	\$0.00
Z1 / AS	Oxford White/ MEDIUM DARK SLATE HD VINYL 40/20/40 SPLIT BENCH SEAT	\$0.00	1	\$0.00
18B	PLATFORM RUNNING BOARDS	\$313.60	1	\$313.60
473	SNOW PLOW PREP PACKAGE	\$245.00	1	\$245.00
67E	250 AMP Alternator	\$83.30	1	\$83.30
86M	DUAL 68 AH/65 AGM BATTERIES	\$205.80	1	\$205.80
TD8	TIRES: LT245/75x17E BSW A/T	\$0.00	1	\$0.00
512	SPARE TIRE & JACK	\$343.00	1	\$343.00
66S	Upfitter Switches	\$279.30	1	\$279.30
68M	19,500lb PAYLOAD UPGRADE	\$161.70	1	\$161.70
X4M	LIMITED SLIP W/4.30 AXLE RATIO	\$421.40	1	\$421.40
Vehicle Total:				\$50,238.10

## Equipment:

CONTRACT LINE REFERENCE	CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
	SERVICE BODY			
TAB 3	6 3/4' long steel service body - SRW chassis			\$13,864.00
TAB 3	Inside compartment rope lighting (LED)			\$661.00
	WINTER EQUIPMENT			
2622	Fisher 9' HD2 snow plow package			\$7,995.00
TAB 3	Rubber Snow Foil			\$795.00
	LIGHTING			
2979	Whelen Mini-Legacy Light Bar GT9****P			\$1,038.00
TAB 3	3rd Brake Light Mount For Light Bar			\$383.00
TAB 3	ION A-SERIES LINEAR LT AMBER (Front Grille)	\$210.00	2	\$420.00
2995	Work Lights On Hitch/On in reverse NP6 (PAIR)	\$329.00	1	\$329.00
TAB 3	ION A-TLMIA AMBER	\$175.00	2	\$350.00
	FENDERS /HITCH			
TAB 3	Trailer plug, wired			\$150.00
	UPFIT EQUIPMENT			

3.1

SVCS	Floor Mats			\$135.00
SVCS	Spray In Bedliner (Bed & Compartment Tops)			\$1,295.00
TAB 3	Magnum Rack w/ Lights			\$1,110.00
TAB 3	3000W Inverter (CS-Rear Compartment)			\$2,997.00
TAB 3	Battery / Inverter Isolater Kit			\$1,946.00
TAB 3	Tonneau Cover -Vinyl Black			\$785.79
TAB 3	Running Boards for Crew Cab (Black)			\$821.00
TAB 3	Vent Visors			\$165.00
<b>Contract Equipment Total:</b>				<b>\$35,239.79</b>

**Non-Contract Equipment:**

CONTRACT LINE REFERENCE	NON-CONTRACT EQUIPMENT LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
SVCS	N/A			0.00
<b>Non-Contract Equipment Total:</b>				<b>\$0.00</b>
<b>Vehicle and Equipment Total:</b>				<b>\$85,477.89</b>
<b>Qty:</b>				<b>1</b>
<b>Total:</b>				<b>\$85,477.89</b>

**Trade Vehicle/s:**

CONTRACT LINE REFERENCE	TRADE VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
TRADE	Vehicle: Vin Number:			\$0.00
<b>Trade Vehicle/s Total:</b>				<b>\$0.00</b>
<b>Quote Grand Total:</b>				<b>\$85,477.89</b>

**TERMS AND CONDITIONS**

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following MHQ policy shall prevail.

**Deferrals**

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items\* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing.

MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.



**Special Order and Non-Cancellable/Non-Returnable Items (NCNR)**

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

**Cancellations**

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order\*\* or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

**Supplier Failure to Perform**

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

**\*Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

**\*\*Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

**ORDER ACKNOWLEDGEMENT**

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x

---

PRINT NAME

x

---

TITLE

x

---

SIGNATURE

**Milton****Massachusetts & RI Locations:**

100 Quarry Dr.  
Milford, Ma. 01757

84 Concord St.  
N. Reading, Ma. 01864

14 Kendrick Rd., Rte 28  
Wareham, Ma. 02571

2158 Plainfield Pike  
Cranston, RI. 02920

**Southworth-Milton, Inc.**  
[www.miltoncat.com](http://www.miltoncat.com)

**Budget Quotation**

DATE: August 29, 2023

**Townsend Water**  
540 Main St, West Townsend  
David Vigeant

State Contract: **FAC116**

Quote expires: October 31st, 2023

Qty	Description	List Price	State Contract Price
1	<b>New 2023 CAT 440 Backhoe loader:</b> C4.4 final tier 4 engine with cold weather package Deluxe cab with heat & AC. Seat mounted joystick controls External mirror kit (left & right mirrors), license plate mount LCD screen with pattern changer, return to dig, parallel lift Integrated selectable ride control (auto, off, full time) 6 speed autoshift transmission with selectable 4 wheel braking Michelin Bibload hard surface radial tires with front fenders IT hydraulic front quick coupler with 3rd valve hydraulics Extendible stick with aux. hyd, hyd thumb & hyd. rear coupler 24" HD rock bucket & AMI 48" hyd. tilt grading bucket CVP40 hydraulic compactor with backfill blade 1.75 yd Multipurpose (4-in-1) bucket with BOCE Roof mounted LED amber strobes: 2 front/2 rear 3 Year/ 1,500 hour Full Warranty Coverage Delivery & training included	\$ 295,000.00	\$ 184,500.00
<u>Trade-in</u>			
-1	2005 John Deere 310SG, serial# T0310SG946651 2,238 hours, 24" & 11" digging buckets included		\$ (20,000.00)

**Total State Contract Delivered Price: \$ 164,500.00**

**Ryan Boudreau**

Governmental and State Sales

Mobile Phone: 774-737-3275

Fax: 774-907-3062

[ryan\\_boudreau@miltoncat.com](mailto:ryan_boudreau@miltoncat.com)

# Milton



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# Cat<sup>®</sup>

## 440

### BACKHOE LOADER

#### FEATURES:

The Cat<sup>®</sup> 440 Backhoe Loader delivers improved machine performance, a superior hydraulic system, improved operator controls and ergonomics, and overall versatility. The 440 features the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set. Variable Speed Steer reduces operator fatigue in applications, such as truck loading, by reducing the number of steering wheel rotations required to turn the machine. The new Spring Applied Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.
- **Advanced Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands. The advanced hydraulic system allows the operator to adjust Loader and Backhoe Auxiliary Flow matching attachment specifications, program Loader Bucket Kickout and Return to Dig, and Enable Parallel Lift.
- **Machine Performance** – The Cat C4.4 ACERT<sup>™</sup> engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The new Backhoe design and optimized Loader Linkage increases lift capacity and breakout forces on both ends of the machine. A redesigned Loader System provides superior machine balance and stability regardless of the ground conditions.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A variety of Mechanical and Hydraulic Cat Backhoe Couplers are available from the factory or for field installation. Options include, but not limited to, Dual Lock Pin Grabber Couplers and Pin Lock Couplers. Redesigned General Purpose and Multi Purpose Loader Buckets increase digging performance and improve bucket durability for long term value.

## Specifications

### Engine

Engine Model	C4.4 ACERT 87 kW (116 hp) Electronic – Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	88 kW	118 hp
Gross Power ISO 14396	87 kW	116 hp
Net Power Rating at 2,200 rpm		
SAE J1349	78 kW	104 hp
ISO 9249	78 kW	104 hp
Net Peak Power Rating		
SAE J1349 at 2,100 rpm	80.7 kW	108 hp
ISO 9249 at 1,800 rpm	80.7 kW	108 hp
Bore	105 mm	4.13 in
Stroke	127 mm	5 in
Displacement	4.4 L	268 in <sup>3</sup>
Torque Rise (Net) at 1,400 rpm	44%	
SAE J1349	487 N·m	360 lb·ft
Power Rating Conditions		
No De-Rating Required Up To	2286 m	7,500 ft

### Weights

Operating Weight – Estimated*	9772 kg	21,544 lb
Operating Weight – Maximum (ROPS Capacity)	13 300 kg	29,321 lb
Counterweight	500 kg	1,102 lb
Cab, ROPS/FOPS	+243 kg	+536 lb
Loader Bucket		
1.53 m <sup>3</sup> (2.0 yd <sup>3</sup> ) GP (Pin-On)	+80 kg	+176 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP HD (Pin-On)	+214 kg	+472 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP ED (Pin-On)	+290 kg	+639 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) GP (Hook-On)	–150 kg	–331 lb
1.53 m <sup>3</sup> (2.0 yd <sup>3</sup> ) GP (Hook-On)	–73 kg	–162 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP HD (Hook-On)	+85 kg	+187 lb
1.34 m <sup>3</sup> (1.75 yd <sup>3</sup> ) MP ED (Hook-On)	+160 kg	+353 lb
Loader Quick Coupler	+250 kg	+551 lb
Backhoe Quick Coupler	+87 kg	+192 lb
Extendible Stick	+301 kg	+664 lb

\*Machine equipped with 340/80-18 front and 500/70-24 rear, AWD, OROPS, 1.34 m<sup>3</sup> (1.75 yd<sup>3</sup>) general purpose bucket with bolt-on cutting edge, standard stick, 610 mm (24") severe-duty backhoe bucket.

GP = General Purpose

MP = Multi Purpose

HD = Heavy Duty

ED = Extreme Duty



# 440 Backhoe Loader

## Transmission

### Autoshift Transmission

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.5 km/h	5.9 mph
3rd	12.4 km/h	7.7 mph
4th	19.6 km/h	12.2 mph
5th	26.8 km/h	16.7 mph
6th	39.2 km/h	24.4 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12.4 km/h	7.7 mph
3rd	26.8 km/h	16.7 mph

- Travel speeds of backhoe loader in two wheel drive at full throttle, when equipped with 500/70-24 rear tires.

## Axle Ratings

### Front Axle, AWD

Static	22 936 kg	50,565 lb
Dynamic	9174 kg	20,225 lb

### Rear Axle

Static	22 936 kg	50,565 lb
Dynamic	9174 kg	20,225 lb

## Hydraulic System

Type	Closed Center	
Pump Type	Variable Flow, Axial Piston	
Pump Capacity @ 2,200 rpm	220 L/min	58.1 gal/min
System Pressure		
Backhoe	26 200 kPa	3,800 psi
Loader	26 200 kPa	3,800 psi

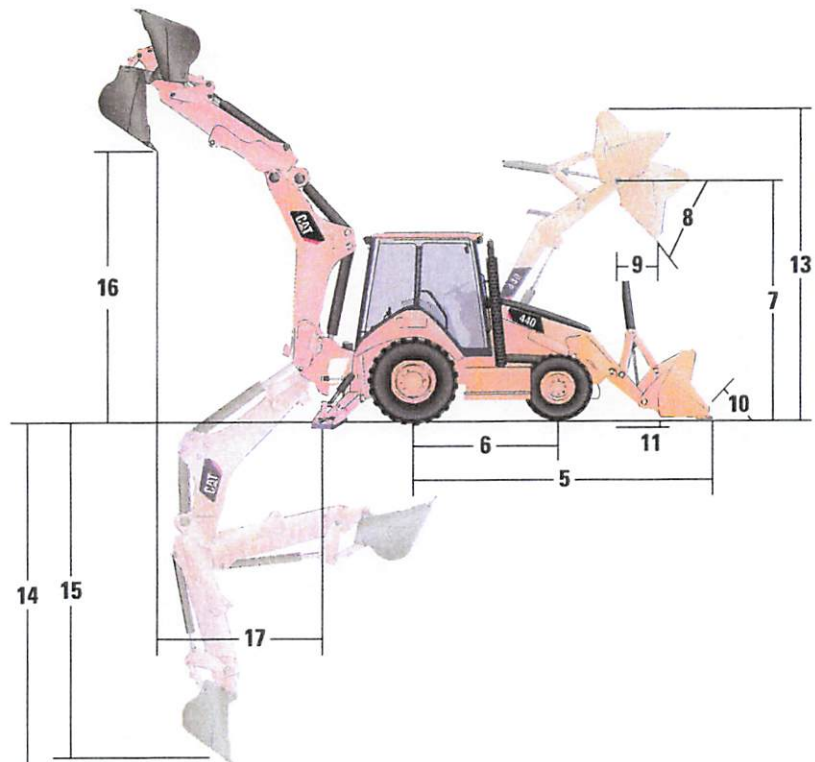
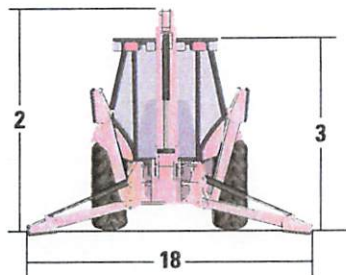
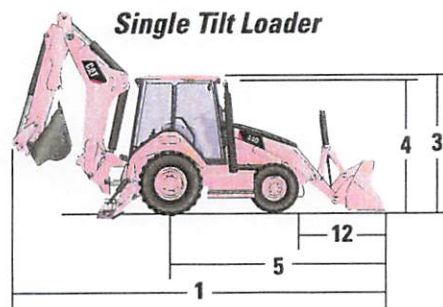
## Steering

Type	Front Wheel	
Power Steering	Hydrostatic HMU	
Bore	85 mm	3.35 in
Stroke	236 mm	9.29 in
Rod Diameter	42 mm	1.65 in
Axle Oscillation	11°	
Turning Circle – AWD (inner wheel not braked)		
Outside Front Wheels	8.33 m	27'4"
Outside Widest Loader Bucket	11.5 m	37'9"

- AWD cylinder, one (1) double-acting.

## Service Refill Capacities

Cooling System with Cab Heater	22.5 L	6.0 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	8.8 L	2.3 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission (Autoshift) – AWD, Autoshift	18.0 L	4.8 gal
Rear Axle (Center Housing)	16.5 L	4.4 gal
Front Axle (Center Housing)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System (Minimum)	120.0 L	31.7 gal
Hydraulic Tank (Nominal)	54.0 L	14.3 gal





## Machine Dimensions

Bucket	Single Tilt Loader							
	GP (Pin-On) (1.34 m³/1.75 yd³)		GP (Pin-On) (1.53 m³/2.0 yd³)		MP HD (Pin-On) (1.34 m³/1.75 yd³)		MP ED (Pin-On) (1.34 m³/1.75 yd³)	
1 Overall Length (loader on ground) – Standard Stick	7867 mm	25'10"	7957 mm	26'1"	7908 mm	25'11"	7880 mm	25'10"
Overall Length (loader on ground) – Extendible Stick	7873 mm	25'10"	7963 mm	26'2"	7914 mm	26'0"	7885 mm	25'10"
Overall Transport Length – Standard Stick	7822 mm	25'8"	7888 mm	25'11"	7870 mm	25'10"	7849 mm	25'9"
Overall Transport Length – Extendible Stick	7827 mm	25'8"	7894 mm	25'11"	7876 mm	25'10"	7854 mm	25'9"
2 Overall Transport Height – Standard Stick	4052 mm	13'4"	4052 mm	13'4"	4052 mm	13'4"	4052 mm	13'4"
Overall Transport Height – Extendible Stick	4061 mm	13'4"	4061 mm	13'4"	4061 mm	13'4"	4061 mm	13'4"
Overall Width	2415 mm	7'11"	2415 mm	7'11"	2415 mm	7'11"	2415 mm	7'11"
3 Height to Top of Cab/Canopy	2769 mm	9'1"	2769 mm	9'1"	2769 mm	9'1"	2769 mm	9'1"
4 Height to Top of Exhaust Stack	2745 mm	9'0"	2745 mm	9'0"	2745 mm	9'0"	2745 mm	9'0"
Height to Loader Hinge Pin (transport)	395 mm	1'4"	399 mm	1'4"	447 mm	1'6"	447 mm	1'6"
Ground Clearance (LH step)	316 mm	1'0"	316 mm	1'0"	316 mm	1'0"	316 mm	1'0"
Ground Clearance (AWD guard)	312 mm	1'0"	312 mm	1'0"	312 mm	1'0"	312 mm	1'0"
Ground Clearance (counterweight)	378 mm	1'3"	378 mm	1'3"	378 mm	1'3"	378 mm	1'3"
5 Rear Axle Centerline to Front Grill	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"
Front Wheel Tread Gauge (track width)	2016 mm	6'7"	2016 mm	6'7"	2016 mm	6'7"	2016 mm	6'7"
Rear Wheel Tread Gauge (track width)	1814 mm	5'11"	1814 mm	5'11"	1814 mm	5'11"	1814 mm	5'11"
6 Wheelbase AWD	2215 mm	7'3"	2215 mm	7'3"	2215 mm	7'3"	2215 mm	7'3"

## Loader Bucket Dimensions and Performance

Bucket	Single Tilt Loader							
	GP (Pin-On) (1.34 m³/1.75 yd³)		GP (Pin-On) (1.53 m³/2.0 yd³)		MP HD (Pin-On) (1.34 m³/1.75 yd³)		MP ED (Pin-On) (1.34 m³/1.75 yd³)	
Capacity (SAE rated)	1.34 m³	1.75 yd³	1.53 m³	2.00 yd³	1.34 m³	1.75 yd³	1.34 m³	1.75 yd³
Width	2450 mm	8'0"	2450 mm	8'0"	2450 mm	8'0"	2450 mm	8'0"
Lift Capacity at Maximum Height	3983 kg	8,782 lb	3936 kg	8,677 lb	3746 kg	8,259 lb	3706 kg	8,171 lb
Lift Breakout Force	52 587 N	11,822 lbf	50 458 N	11,343 lbf	50 171 N	11,278 lbf	49 979 N	11,235 lbf
Tilt Breakout Force	60 321 N	13,560 lbf	54 653 N	12,286 lbf	57 423 N	12,909 lbf	58 426 N	13,134 lbf
Tipping Load at Breakout Point	6424 kg	14,162 lb	6114 kg	13,479 lb	6144 kg	13,546 lb	6161 kg	13,582 lb
7 Maximum Hinge Pin Height	3628 mm	11'11"	3628 mm	11'11"	3628 mm	11'11"	3628 mm	11'11"
8 Dump Angle at Full Height	44°		44°		44°		44°	
Dump Height at Maximum Angle	2711 mm	8'11"	2649 mm	8'8"	2680 mm	8'10"	2701 mm	8'10"
9 Dump Reach at Maximum Angle	923 mm	3'0"	990 mm	3'3"	941 mm	3'1"	926 mm	3'0"
10 Maximum Bucket Rollback at Ground Level	42°		42°		43°		43°	
11 Digging Depth	159 mm	6"	158 mm	6"	169 mm	7"	164 mm	6"
Maximum Grading Angle	107°		105°		106°		107°	
Width of Dozer Cutting Edge	N/A		N/A		2438 mm		2438 mm	
12 Grill to Bucket Cutting Edge, Carry Position	1785 mm	5'10"	1854 mm	6'1"	1833 mm	6'0"	1811 mm	5'11"
13 Maximum Operating Height	4732 mm	15'6"	4834 mm	15'10"	4736 mm	15'6"	4736 mm	15'6"
Jaw Opening Maximum	N/A		N/A		1019 mm		1019 mm	
Bucket Jaw Clamping Force	N/A		N/A		36 635 N		36 635 N	
Weight (does not include teeth or forks)	1010 kg	2,227 lb	1090 kg	2,403 lb	1224 kg	2,698 lb	1300 kg	2,866 lb

## Backhoe Dimensions and Performance

	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (maximum)	4718 mm	15'6"	4717 mm	15'6"	5859 mm	19'3"
15 Digging Depth, 2440 mm (8'0") Flat Bottom	4374 mm	14'4"	4372 mm	14'4"	5585 mm	18'4"
Digging Depth, 610 mm (2'0") Flat Bottom	4691 mm	15'5"	4690 mm	15'5"	5832 mm	19'2"
Reach from Rear Axle Centerline at Ground Line	7462 mm	24'6"	7460 mm	24'6"	8555 mm	28'1"
16 Reach from Swing Pivot at Ground Line	6210 mm	20'5"	6209 mm	20'4"	7304 mm	24'0"
Overall Operating Height	6229 mm	20'5"	6229 mm	20'5"	7069 mm	23'2"
Loading Height	4275 mm	14'0"	4113 mm	13'6"	4705 mm	15'5"
17 Loading Reach	2119 mm	6'11"	2238 mm	7'4"	3227 mm	10'7"
Swing Arc	175°		175°		175°	
Bucket Rotation	205°		201°		201°	
18 Stabilizer Spread, Operating Position (outside edge of pad)	4224 mm	13'10"	4224 mm	13'10"	4224 mm	13'10"
Stabilizer Spread, Transport Position	2245 mm	7'4"	2245 mm	7'4"	2245 mm	7'4"
Bucket Dig Force	75 129 N	16,890 lbf	74 628 N	16,777 lbf	74 628 N	16,777 lbf
Stick Dig Force	45 370 N	10,199 lbf	46 093 N	10,362 lbf	34 256 N	7,701 lbf



# 440 Backhoe Loader

## STANDARD EQUIPMENT

- 4572 mm (15 ft) center pivot excavator style backhoe
- Adjustable auxiliary flow controls, loader and backhoe
- Air cleaner
- Alarm, back-up
- Alternator, 150 amp
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Autoshift transmission with six (6) forward and three (3) reverse gears and neutral safety switch
- Backhoe Safety Manual
- Battery Box, external, lockable
- Battery disconnect switch
- Battery, maintenance-free, 1,000 CCA
- Boom transport lock
- Brace, lift cylinder
- Brake, SAHR secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Canopy, ROPS/FOPS
- Cat cushion swing system
- CD-ROM Parts Manual
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper, 500 kg (1,102 lb)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Dome light (cab only)
- Engine enclosure, sound suppression removal panels
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalyst reduction, diesel oxidation catalyst (DOC)
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, bowl and cartridge: fuel, hydraulic fluid
- Filters, spin-on: engine oil, transmission oil, water separator
- Flashing hazards/signal lights
- Floor mat
- Four Wheel Drive/Brake Mode Selector
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Ground level fuel fill and DEF fill
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, backhoe six (6) function
- Hydraulic valves, loader three (3) function
- Hydraulics, load sensing with variable displacement piston pump and flow sharing valve
- Indicator lights: hydraulic implement lockout, hydraulic filter bypass, water in fuel, operator presence, remote dial throttle active, air filter blocked, engine warning, machine locked (if equipped), warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature; LCD warnings: engine oil pressure, service due, high coolant temperature, auto idle shutdown, high torque converter temperature
- Instrument panel lights
- Joystick controls: electrohydraulic controls with pattern changer valve
- Key start/stop system
- LCD operator screen
- Lights, working (four [4] front, four [4] rear)
- Loader joystick, self-leveling, return-to-dig, transmission disconnect switch, Forward/Neutral/Reverse Switch, MP Auxiliary roller
- Loader, single tilt
- Machine Security System integrated into LCD operator display
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Operations and Maintenance Manual
- Pattern changer, in cab
- Power receptacle, 12 volt, one (1) internal + one (1) USB, two (2) external
- Product Link™
- Radio ready (Cab)
- Rubber impact strips on radiator guards
- Seat belt, retractable, 51 mm (2 in)
- Seat mounted controls
- Seat, air suspension with armrest
- Stabilizer pads, reversible
- Stabilizers, electrohydraulic, auto-up function
- Starting system, glow plugs
- Steering knob
- Steering, hydrostatic
- Stop and tail lights
- Storage compartment (Cab/Canopy), lockable
- Storage tray, electronics and miscellaneous items
- Swing transport lock
- Throttle, hand and foot, electronic
- Tilt steering wheel (Canopy), Tilt/telescoping (Cab)
- Tire Valve Stem Protection
- Tires
- Torque converter
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four (4)
- Vandalism protection, gauge cover (Canopy)
- Warning horn, electric

## OPTIONAL EQUIPMENT

- Battery, additional, 1,000 CCA
- Cab, deluxe with air conditioning
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Guard, stabilizer, stab leg bottom
- Hydraulic lines, combined function auxiliary
- Hydraulic valves, loader quick coupler
- Lights, LED work lights, wide and spot
- Loader, Quick Coupler
- Quick Coupler, backhoe, hydraulic, dual lock
- Quick Coupler, backhoe, manual, dual lock
- Quick Coupler, backhoe, pin lock
- Radio and CD player, Bluetooth®
- Ride Control
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)
- Seat, heated
- Stick, extendible
- Transmission, Autoshift with lock-up torque converter
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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AEHQ8167 (10-2018)  
Build Number: 07A  
(North America)





**David Vigeant**

**From:** David Vigeant  
**Sent:** Thursday, August 31, 2023 2:32 PM  
**To:** Eric Slagle; Chaz Sexton-Diranian  
**Cc:** Todd Melanson; 'Nathan Mattila'; Louis A. Soracco; Water  
**Subject:** FW: Important Update: In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873-RMG: 3M and DuPont Settlements

**From:** Napoli Shkolnik AFFF Team <AFFFTeam@Napolilaw.com>  
**Sent:** Thursday, August 31, 2023 1:20 PM  
**To:** David Vigeant <dvigeant@townsendwater.org>  
**Subject:** Important Update: In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873-RMG: 3M and DuPont Settlements

Dear Sir/Madam:

We hope this email finds you well.

We are writing to inform you about important matters related to the 3M and DuPont settlements.

**First, the court granted preliminary approval for the DuPont and 3M settlements on August 22 and 29, 2023**, respectively, marking an important step forward for public water systems in addressing PFAS contamination in their drinking water supplies.

In order to participate in these settlements, public water systems need to undergo baseline testing. That is, **public water systems must test the raw water in every water source (groundwater well or surface water system) they own for PFAS.** Baseline Testing is different from what the EPA requires for UCMR5. Under UCMR5, a public water system is required to test for PFAS only at the entry points to its distribution system. However, Baseline Testing requires: (1) settlement class members to test the raw water of every water source for at least 29 PFAS chemicals required under UCMR 5, using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter); (2) request from the laboratory that performs the analyses all analytical results, including the actual numeric values of all analytical results; and (3) submit the detailed PFAS test results to the claims administrator on a claims for(s) by the relevant claims form deadline. **We recommend that you perform Baseline Testing in all your water sources before the Fairness Hearing for the DuPont settlement on December, 14 2023.**

If the public water system previously performed testing on their water sources, they may qualify for one of the testing exceptions available under each settlement:

**3M Settlement:** (1) Any water source that was tested on or before **June 22 2023**, using a state or federal approved methodology and was found to contain a measurable concentration of PFAS does not need to be tested again for purposes of Baseline Testing; (2) Any water source that was tested between **January 1, 2019 and June 22, 2023** and did not find a measurable concentration of PFAS does not need to be tested again for purposes of Baseline Testing.

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DuPont Settlement: (1) Any water source that was tested on or before **June 30, 2023** and was found to contain a measurable concentration of PFAS does not need to test that water source again for purposes of Baseline Testing;  
 (2) Any water source that was tested between **December 7, 2021 and June 30, 2023** and did not find a measurable concentration of PFAS does not need to be tested again for purposes of Baseline Testing.

Class Counsel has arranged for discounted testing with the following laboratory to assist class members with Baseline Testing. There is no requirement to use the listed laboratory.

**Eurofins Environmental Testing**

Telephone Number: (916) - 374 - 4499

<https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/>.

*Second*, the Settlement Steering Committee recently released the Estimated Allocation Range Tables for both settlements. These tables are available at: [www.PFASWaterProviderSettlement.com](http://www.PFASWaterProviderSettlement.com) and detail the formula to determine how much of the settlement each public water system could receive.

*Third*, to provide you with comprehensive guidance on the settlement allocation procedures, we are pleased to invite you to a webinar: “PFAS Settlement Briefing: Award for Your Utility” hosted by the National Rural Water Association (“NRWA”). During this webinar, we will walk you through the necessary the necessary procedures and provide insights into the settlement allocation procedures. This webinar is scheduled for **September 6, 2023, at 2:00 PM ET**. We understand that your time is valuable, and we believe that this webinar will be instrumental in ensuring a smooth and informed participation in the settlement process. Please take a moment to register for the webinar by clicking on the following link:

Register Today at <https://attendee.gotowebinar.com/register/1402009700165974878>.

Thank you, and we look forward to providing you with valuable insights during the upcoming webinar.

Best,  
 Napoli Shkolnik





600 Knightsbridge Parkway, Lincolnshire, Illinois 60069  
(847) 537-8800 | Fax (847) 520-1147  
turnvalves.com

## Quotation

Page 1 of 2

TO: David Vigeant  
Superintendent  
Townsend Water Department  
540 Main St  
Townsend, MA 01474

Date: 5/15/2023  
Quotation Number: BL196635  
Payment Terms: Net 30 Days  
Shipping Terms: FCA Origin  
Valid Through: 7/14/2023  
Estimated Delivery: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36  Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)- 11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.  Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).	1	EA	81,995.00		81,995.00
2	79-430-20  Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro -excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00
***** DWG SAW *****						
3	29-000-08  208 Diamond Wire Hydraulic Guillotine Package for 2"-8" pipe (9.6" maximum outside diameter). Includes (1) Cutting Wire, Wooden Shipping/Storage Carrier & Water Delivery System. This is the new form factor with collapsible arms, high pressure motor seal and advanced tensioning system for consistent wire performance. Optional rugged steel storage and transportation dolly, part number 29-4020-08. Replacement high density cutting wires, part number 29-608-00.	1	EA	8,995.00		<del>8,995.00</del>
4	29-608-00  208 High Density Diamond Wire, pretwisted loop assembly with swivel crimp utilizing 46 beads per meter. This wire is for use with the new 208 DW Guillotine with collapsible frame housing.	1	EA	595.00		<del>595.00</del>
5	29-4020-08  Rugged storage and transportation dolly for 208 Diamond Wire Guillotine. A powder coated rolled steel frame and stamped stainless sheet metal provide safe storage for the DW Guillotine, Manual, Spare Wire, Water Tank, Wash Down Nozzle and rust preventative. Added features include a pair of wheels and handle to make moving the kit around the warehouse or the job site easy.	1	EA	1,450.00		<del>1,450.00</del>
***** ACCESSORIES *****						
6	08-000-04  WTP4800 Trash Pump is a light weight, heavy duty machine capable of pumping high volumes of water, sand slurries, gravel, sludge, and solids up to 3 in. /75 mm in diameter. Features a "free flow" impeller with a direct drive hydraulic motor for continuous use. Submersible and self-priming, can run dry without damage to the motor, bearings or impeller. Abrasion-resistant impeller and volute with replaceable wear plates. Includes operating manual.	1	EA	4,495.00		4,495.00
7	08-400-04  Hose, Discharge 4" for WTP4800 25"x 4" Diameter Vinyl Coated Discharge Hose with Aluminum Female Camlock Coupler	1	EA	295.00		295.00





600 Knightsbridge Parkway, Lincolnshire, Illinois 60069  
(847) 537-8800 | Fax (847) 520-1147  
turnvalves.com

## Quotation

Page 2 of 2

TO: David Vigeant

Date: 5/15/2023  
Quotation Number: BL196635

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
8	08-000-10 45 Pound Hydraulic Breaker with EZ Ride Foot and 1-1/8" hex bit capacity. This medium duty breaker operates from any HTMA Class 2 hydraulic circuit and produces 1,800 blows per minute; making it idea for cutting curbs, sidewalks and asphalt.	1	EA	3,745.00		3,745.00
9	08-405-00 Breaker Mount for Valve Maintenance Trailer, requires Breaker to have 14" Long Chisel (08-410-02 Moil Point sold separately). Includes breaker mount and breaker lock.	1	EA	445.00		445.00
10	08-410-01 5" x 11" Asphalt Cutter for Breaker	1	EA	270.00		270.00
11	08-410-02 14" Moil Point for Breaker	1	EA	85.00		85.00
12	08-410-03 3" x 14" Long Chisel	1	EA	120.00		120.00
13	<del>08-000-26</del> HD Magnetic lifter for easy removal of steel and cast iron meter pit covers, valve box covers, small panels and lids up to 60 Lb utilizing 70mm switchable magnet.	1	EA	<del>545.00</del>		<del>545.00</del>
Total (USD)						\$103,035.00

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Bryan Leahy  
Territory Manager  
847-840-9257  
bryan.leahy@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at [www.ehwachs.com](http://www.ehwachs.com) ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

## Grand LX

### VALVE MAINTENANCE TRAILER



The Grand LX, an E.H. Wachs exclusive valve maintenance trailer, comes with our industry-leading TM-7 swivel-mounted valve exerciser with 1500 ft/lbs of torque, the ERV-750 extended reach valve exerciser, our newest controller – the HC-100 wireless handheld computer / controller / datalogger with GPS and VITALS software. Our 500CFM-11in Hg vacuum with spoils tank features a twin cylinder, electric over hydraulic dump system, powered by Monarch HPU features a slide and tilt system that moves the tank out before tilting to clear for dumping, then lifts to 55° to discharge debris.

#### FEATURES

- TM7 swivel, 1500 ft/lbs valve exerciser
- 270° of motion, 13ft total extended reach, 750 ft/lbs ERV-750 valve exerciser
- Ruggedized HC-100 controller/data logger with built in GPS
- Available in two types of engines:  
**Diesel:** Tier 4 compliant Kubota 1.1 L, I-3 4-stroke, liquid cooled IDI. #77-000-28  
**Gas:** 27HP Kohler overhead cam, air cooled, #77-000-26
- HTMA Class II circuit, 10 gal reservoir, fan cooled heat exchanger, 8gpm @2000psi
- Positive displacement blower provides 500 CFM-11in Hg vacuum
- 250 gal spoils tank utilizing exclusive hydraulic powered slide, tilt, and dump system with latching door (curb side discharge)
- 2.5 GPM@3000 psi pressure washer system with 66 gallon vertical water tank

#### INCLUDES

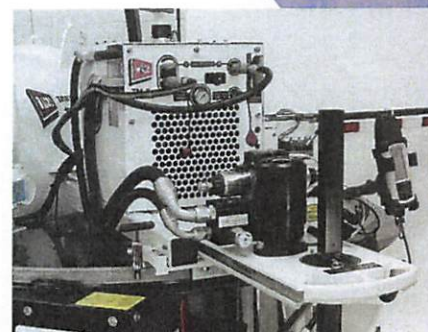
- 2 1/2in, 1 1/4in and 7/8in suction wands
- Short wash down gun
- Long hydro excavation gun
- 20ft suction hose
- 50ft retractable water hose reel

#### LX PACKAGE BUNDLE

- LED work light & arrow board bar
- 45in auxiliary hydraulic hose reel
- Bluetooth connectivity
- Job box

#### SPECIFICATIONS

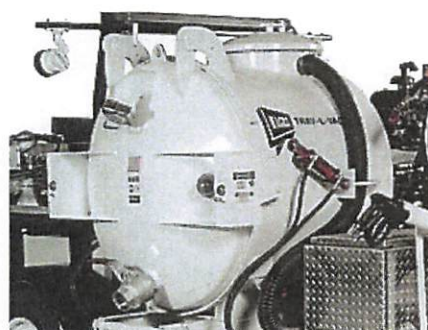
- Gross Vehicle Weight: 7000 lb (3175 kg)
- Length: 15 ft, Height: 7 ft, Width: 7 1/2 ft



The swivel-mounted TM-7 valve operator provides 1500 ft/lbs of torque for operating larger valves



ERV-750 extended reach valve exerciser allows valve operation from the road, removing the need to pull onto the grass



The heavy-duty spoils tank features a two-cylinder electric over hydraulic slide, tilt and dump functionality for easy emptying

**WACHS UTILITY PRODUCTS**

600 Knightsbridge Parkway Lincolnshire, IL 60069 +1 (847) 537-8800

[www.turnvalves.com](http://www.turnvalves.com)

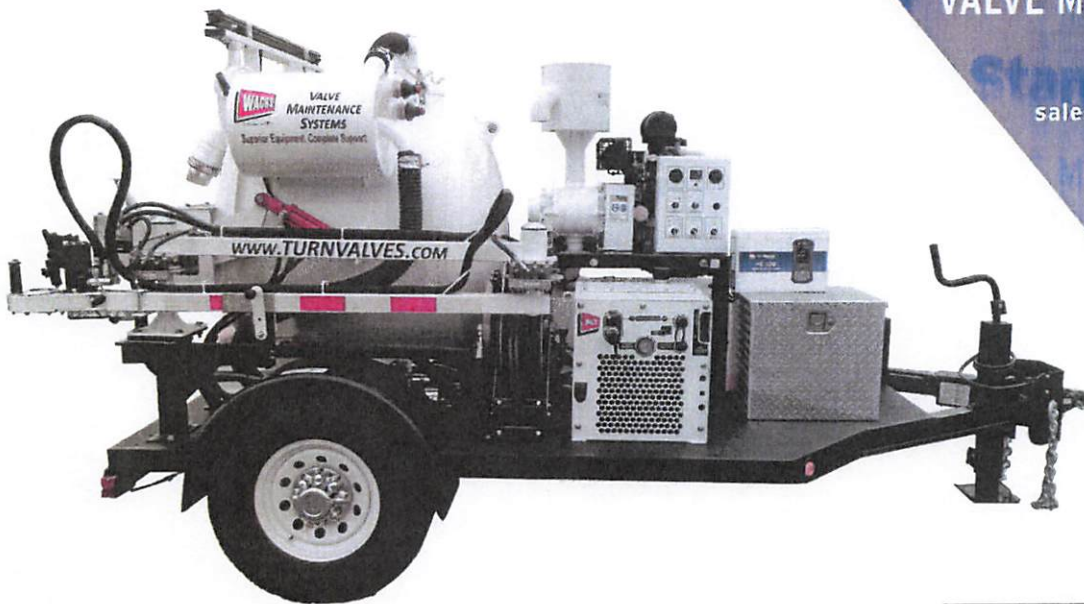
February 07, 2018



## Standard LX

### VALVE MAINTENANCE TRAILER

sales@turnvalves.com



The Standard LX, an E.H. Wachs exclusive valve maintenance trailer, comes with our industry-leading ERV-750 extended reach valve exerciser, our newest controller – the HC-100 wireless handheld computer / controller/ datalogger with GPS and Vitals software. Also equipped with the powerful 500CFM-11in HG vacuum with hydraulic slide, tilt & dump (rear discharge) with latching rear door spoils tank. Loaded with storage and accessories this trailer is ready for serious valve maintenance work.

#### FEATURES

- 270° of motion, 13ft total extended reach, 750 ft/lbs ERV-750 valve exerciser
- Ruggedized HC-100 controller/data logger with built in GPS
- Available in two types of engines:  
**Diesel:** Tier 4F compliant Kubota 1.1 L, I-3 4-stroke, liquid cooled IDI. #77-000-38  
**Gas:** 27HP Kohler overhead cam, air cooled, #77-000-36
- HTMA Class II circuit, 10 gal reservoir, fan cooled heat exchanger, 8gpm@2000psi
- Positive displacement blower provides 500 CFM-11in Hg vacuum
- 250 gal spoils tank utilizing exclusive hydraulic slide, tilt & dump (rear discharge) with latching rear door
- 2.5 GPM@3000 psi pressure washer system with 95 gallon water tank

#### INCLUDES

- 2 1/2in, 1 1/4in & 7/8in suction wands
- Short wash down gun
- Long hydro excavation gun
- 20ft suction hose
- 50ft retractable water hose reel

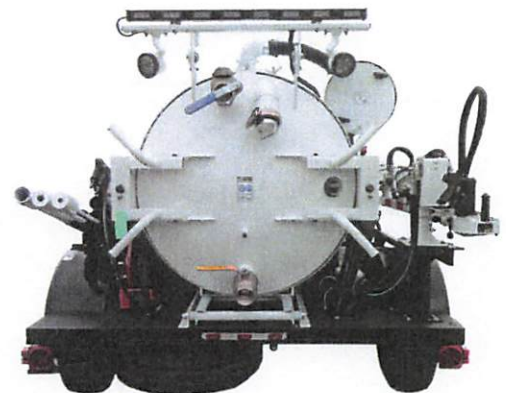
#### LX PACKAGE BUNDLE

- LED work light & arrow board bar
- 45in auxiliary hydraulic hose reel
- Bluetooth connectivity
- Job box

\*Images shown with LX options

#### SPECIFICATIONS

- Gross Vehicle Weight: 7000 lb (3175 kg)
- Length: 15 ft, Height: 7 ft, Width: 7 1/2 ft



Designed for ease of use, the Standard LX rear-mounted spoils tank gets the job done



2.5GPM@3000 psi pressure washer with 95 gallon water tank makes clean-up easy

## **Capital Spending and Warrant Articles**

### **Considerations and Facts:**

- 1) In July 2023 the SRF reimbursed the water department for some of the over 1 million dollars the water department has currently spent on engineering cost for the water treatment plant, in the amount of \$431,000. (see exhibit 1)**
- 2) Water rates are scheduled to rise 58% in the next 5 years. (2025-10%, 2026 thru 2029 12% each)**
- 3) Law suit payouts to Townsend are pending, what they are is unknown information sent to the lawyers will be evaluated.**
- 4) Water Rate increases are dictated by the following; additional debt, capital expenditure needs, cost in goods and services increases, utility increases, and personnel costs.**
- 5) Project revenue was set to less than we took in last year because of the dry summer last year. 2023 revenue was \$2,065,000. Projected is \$2,015,000 with a 5% increase over last year.**
- 6) The water department expended \$1,430,000 last year \$80,000 under budget. The difference will be in free cash this fall. Would like not to use free cash this year.**
- 7) We put off capital spending this year to reduce rate hike.**



## David Vigeant

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**From:** Napoli Shkolnik AFFF Team <AFFFTeam@NapoliLaw.com>  
**Sent:** Thursday, August 31, 2023 1:20 PM  
**To:** David Vigeant  
**Subject:** Important Update: In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873-RMG: 3M and DuPont Settlements

Dear Sir/Madam:

We hope this email finds you well.

We are writing to inform you about important matters related to the 3M and DuPont settlements.

**First, the court granted preliminary approval for the DuPont and 3M settlements on August 22 and 29, 2023**, respectively, marking an important step forward for public water systems in addressing PFAS contamination in their drinking water supplies.

In order to participate in these settlements, public water systems need to undergo baseline testing. That is, **public water systems must test the raw water in every water source (groundwater well or surface water system) they own for PFAS.** Baseline Testing is different from what the EPA requires for UCMR5. Under UCMR5, a public water system is required to test for PFAS only at the entry points to its distribution system. However, Baseline Testing requires: (1) settlement class members to test the raw water of every water source for at least 29 PFAS chemicals required under UCMR 5, using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter); (2) request from the laboratory that performs the analyses all analytical results, including the actual numeric values of all analytical results; and (3) submit the detailed PFAS test results to the claims administrator on a claims for(s) by the relevant claims form deadline. **We recommend that you perform Baseline Testing in all your water sources before the Fairness Hearing for the DuPont settlement on December, 14 2023.**

If the public water system previously performed testing on their water sources, they may qualify for one of the testing exceptions available under each settlement:

**3M Settlement:** (1) Any water source that was tested on or before **June 22 2023**, using a state or federal approved methodology and was found to contain a measurable concentration of PFAS does not need to be tested again for purposes of Baseline Testing; (2) Any water source that was tested between **January 1, 2019 and June 22, 2023** and did not find a measurable concentration of PFAS does not need to be tested again for purposes of Baseline Testing.

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**DuPont Settlement:** (1) Any water source that was tested on or before **June 30, 2023** and was found to contain a measurable concentration of PFAS does not need to test that water source again for purposes of Baseline Testing; (2) Any water source that was tested between **December 7, 2021 and June 30, 2023** and did not find a measurable concentration of PFAS does not need to be tested again for purposes of Baseline Testing.

Class Counsel has arranged for discounted testing with the following laboratory to assist class members with Baseline Testing. There is no requirement to use the listed laboratory.

### **Eurofins Environmental Testing**

Telephone Number: (916) - 374 - 4499

<https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/>.

*Second*, the Settlement Steering Committee recently released the Estimated Allocation Range Tables for both settlements. These tables are available at: [www.PFASWaterProviderSettlement.com](http://www.PFASWaterProviderSettlement.com) and detail the formula to determine how much of the settlement each public water system could receive.

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Register Today at <https://attendee.gotowebinar.com/register/1402009700165974878>.

Thank you, and we look forward to providing you with valuable insights during the upcoming webinar.

Best,  
Napoli Shkolnik



For illustration purposes only; not reflective of actual allocation awards

### 3M Public Water Provider Settlement Estimated Allocation Range Table

Each cell in the Table represents an estimated allocation PER IMPACTED WATER SOURCE (per groundwater well or surface water source). The Settlement Class consists of Public Water Systems, which may and often do have multiple wells or water sources, each of which would be calculated individually and added up to arrive at the total.

#### IMPACTED WATER SOURCE

means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

See the Settlement Agreement for defined terms.

		Adjusted Flow Rate (gpm)										
	0	100	250	500	1,000	1,500	5,000	10,000	25,000	50,000	100,000	300,000
	2	\$36,240	\$70,013	\$115,244	\$189,694	\$253,898	\$603,369	\$993,106	\$1,918,881	\$3,157,910	\$5,196,296	\$11,436,561
PFAS SCORE	4	\$145,785	\$281,723	\$463,713	\$763,253	\$1,021,550	\$2,427,216	\$3,994,261	\$7,714,149	\$12,687,352	\$20,855,641	\$45,758,953
	10	\$148,252	\$286,489	\$471,559	\$776,166	\$1,038,832	\$2,468,269	\$4,061,800	\$7,844,507	\$12,901,569	\$21,207,290	\$46,527,259
	50	\$164,724	\$318,320	\$523,950	\$862,394	\$1,154,236	\$2,742,397	\$4,512,775	\$8,714,863	\$14,331,681	\$23,554,481	\$51,652,815
	100	\$185,313	\$358,108	\$589,437	\$970,176	\$1,298,484	\$3,085,022	\$5,076,399	\$9,802,456	\$16,118,368	\$26,485,901	\$58,047,466
	250	\$247,082	\$477,467	\$785,890	\$1,293,499	\$1,731,188	\$4,112,663	\$6,766,639	\$13,062,886	\$21,472,088	\$35,263,074	\$77,149,868
	500	\$350,027	\$676,390	\$1,113,285	\$1,832,294	\$2,452,225	\$5,824,623	\$9,581,606	\$18,489,120	\$30,373,873	\$49,834,987	\$108,717,963*
	750	\$452,968	\$875,299	\$1,440,643	\$2,370,993	\$3,173,089	\$7,535,613	\$12,393,952	\$23,905,608	\$39,249,406	\$64,336,461*	\$139,954,105*
	1000	\$555,906	\$1,074,195	\$1,767,967	\$2,909,596	\$3,893,781	\$9,245,635	\$15,203,680	\$29,312,376	\$48,098,804*	\$78,768,005*	\$170,863,503*

\*While the available data has not revealed any Impacted Water Source with the values in the shaded cells, and any such Impacted Water Source would be an anomaly, the Table is designed to account for and estimate any scenario that could occur as a result of the Allocation Procedures.

*For illustration purposes only; not reflective of actual allocation awards*

### **3M Public Water Provider Settlement Estimated Allocation Range Table**

Each cell in the Table represents an estimated allocation PER IMPACTED WATER SOURCE (per groundwater well or surface water source). The Settlement Class consists of Public Water Systems, which may and often do have multiple wells or water sources, each of which would be calculated individually and added up to arrive at the total.

A putative member of the Settlement Class may calculate a rough estimated allocation amount for each of its Impacted Water Sources (groundwater well or surface water system with PFAS contamination) by using the 3M Estimated Allocation Range Table below. This Table allows members of the Settlement Class to access such an estimate for any Impacted Water Source. The Table provides estimated ranges of allocated amounts based on the two factors most relevant to the calculation of the cost of PFAS treatment – flow rates and PFAS concentration levels – which are reflected in the Allocation Procedures as Adjusted Flow Rates<sup>1</sup> and PFAS Scores.<sup>2</sup>

The 3M Estimated Allocation Range Table was derived from PFAS concentration data that was publicly available and gathered from public agencies, as well as on reasonable assumptions as to flow rates based on population (since flow rates are not publicly available). The data gathered for this Table is likely the most exhaustive collection of PFAS detection data that exists. But such information does not and cannot replicate the actual allocations that the Claims Administrator will calculate based on the flow rates and PFAS concentration levels reported on submitted Claims Forms. That information is proprietary information in the possession of the members of the Settlement Class, which Class Counsel cannot access.

Despite the tremendous amount of work that has taken place to provide the 3M Estimated Allocation Range Table, the ranges are necessarily based on data publicly available at the time of the Settlement, reasonable assumptions, and good faith estimates. The ranges presented in this Table are not the actual settlement awards that will be allocated to each Impacted Water Source because: certain data is not publicly available; the full extent of Impacted Water Sources is unknown; and the extent of participation in the settlement among putative members of the Settlement Class is unknown. Absent such information, Class Counsel cannot provide assurances that the actual settlement amounts will be at or even close to Class Counsel's estimated allocation. Nonetheless, the estimated allocation amounts represent Class Counsel's best effort to provide, in good faith, information to the Class based on publicly available information. These ranges are for the Action Funds only and do not include Phase Two Baseline Testing Payments, the Special Needs Funds, the Supplemental Funds, the Litigation Bump or the Public Water Provider Bellwether Bump.

<sup>1</sup> Adjusted Flow Rates are calculated by first averaging the three (3) highest annual flow rates from 2013-2022. This average is then averaged with the maximum flow rate of the of the Impacted Water Source.

<sup>2</sup> The PFAS Score is the greater of either: the sum of the maximum levels for PFOA and for PFOS or the sum of the maximum levels of PFOA and PFOS averaged with the square root of the maximum level of any other single PFAS analyte.



*For illustration purposes only; not reflective of actual allocation awards*

## **3M Public Water Provider Settlement Estimated Allocation Range Table**

### **INSTRUCTIONS**

#### **STEP 1**

Calculate your PFAS Score for each Impacted Water Source

PFAS Score = the higher of:

[PFOA (Max Level) + PFOS (Max Level)]

-Or-

The sum of the maximum levels of PFOA and PFOS averaged with the square root of the maximum level of any other single PFAS analyte listed on the Claims Form

#### **STEP 2**

Determine the Adjusted Flow Rate of each Impacted Water Source

Each Class Member will need to gather their flow rates, which are proprietary information. Then, they will use those flow rates to calculate an Adjusted Flow Rate for each Impacted Water Source, by first averaging the three highest annual average flow rates drawn from the groundwater Impacted Water Source or that entered the surface-water treatment plant. The three highest annual average flow rates can be selected from a ten-year period from 2013-2022. This average will then be averaged with the verified maximum flow rate of a groundwater Impacted Water Source or the maximum flow rate entering a surface-water Impacted Water Source.

#### **STEP 3**

Use your PFAS Score and Adjusted Flow Rate to determine an Estimated Allocation Range in the Table

Locate your Adjusted Flow Rate across the horizontal axis and your PFAS Score across the vertical axis. The cell where they meet represents your Estimated Allocation.

- If your Adjusted Flow Rate falls between two cell values on the horizontal axis, or your PFAS Score falls between two cell values on the vertical axis, your Estimated Allocation is the range between the cells.

For illustration purposes only; not reflective of actual allocation awards

### 3M Public Water Provider Settlement Estimated Allocation Range Table

1

Calculate a PFAS score  
for each Impacted  
Water Source



Select the higher of:

(max PFOA level + max PFOS level)

OR

(max PFOA + max PFOS) averaged with  
(√ max any other PFAS listed on the Claims Form)

= \_\_\_\_\_

2

Calculate Adjusted  
Flow Rate for each  
Impacted Water  
Source



Add 3 highest annual average flow rates 2013-2022

(rate 1 + rate 2 + rate 3) ÷ 3 = average

Then average this number with the max flow rate

(average + max flow rate) ÷ 2

= \_\_\_\_\_

3

Locate your Adjusted  
Flow Rate and PFAS  
score on the Table

Adjusted Flow Rate (gpm)				
PFAS score		\$ estimate		



# **NOTICE OF DUPONT CLASS ACTION SETTLEMENT**

## **IN RE: AQUEOUS FILM FORMING FOAMS PRODUCT LIABILITY LITIGATION**

United States District Court, District of South Carolina – Charleston Division  
MDL No. 2:18-mn-2873  
Case No. 2:23-cv-03230

**PLEASE NOTE**, the enclosed correspondence relates to the Settlement with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each a “Settling Defendant”).

**YOU MAY RECEIVE ADDITIONAL CORRESPONDENCE RELATING TO ADDITIONAL SETTLEMENTS WITH OR JUDGMENTS INVOLVING OTHER DEFENDANT(S).**

Please be aware that documents associated with one Settling Defendant may appear similar to documents associated with another Settling Defendant. However, **each Settlement has its own specific terms and conditions**, and each set of documents should be carefully reviewed with this in mind. Please visit [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com) for more information and to review settlement-related documents.

**SETTLEMENT WEBSITE FOR FILING YOUR CLAIM  
FOR SETTLEMENT PAYMENT**

**[WWW.PFASWATERSETTLEMENT.COM](http://WWW.PFASWATERSETTLEMENT.COM)**

**NOTICE ID: XJT-949855**



6.1

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

**IN RE: AQUEOUS FILM-FORMING  
FOAMS PRODUCTS LIABILITY  
LITIGATION**

**MDL No. 2:18-mn-02873**

**This document relates to *City of Camden,  
et al., v. E.I. DuPont de Nemours and  
Company, et al.*, No. 2:23-cv-03230-RMG**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND  
COURT APPROVAL HEARING**

TO: All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and the Allocation Procedures, available for review at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com).

**A FEDERAL COURT APPROVED THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU WITH POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.**

**I. WHAT IS THE PURPOSE OF THIS NOTICE?**

The purpose of this Notice is (i) to advise you that a proposed settlement (referred to as the "Settlement") has been reached with the defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a "Settling Defendant" and collectively, "Settling Defendants") in the above-captioned lawsuit (the "Action") pending in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement, to be held on December 14, 2023 at 10:00 a.m. EST, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

**If you received this Notice about the proposed Settlement in the mail, then  
you have been identified as a potential Settlement Class Member according to the  
Parties' records. Please read this Notice carefully.**



## II. WHAT IS THE ACTION ABOUT?

Class Representatives are Public Water Systems that have filed actions against Settling Defendants and other defendants, which actions are currently pending in the above-captioned multi-district litigation, In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873 (D.S.C.) (the "MDL").

Class Representatives have alleged that they have suffered harm resulting from the presence of PFAS in Drinking Water and/or are required to monitor for the presence of PFAS in Drinking Water and that Settling Defendants are liable for damages and other forms of relief to compensate for such harm and costs.

In addition to the MDL, certain other cases are pending against Settling Defendants asserting Released Claims (collectively with the MDL, all pending litigation brought by or on behalf of a Releasing Person against a Released Person involved Released Claims shall be referred to as the "Litigation").

There are numerous defendants in addition to Settling Defendants in the MDL and the cases comprising the Litigation. Those other defendants are not part of this Settlement Agreement. The Class Representatives and Settlement Class Members will remain able to seek separate and additional PFAS-related recoveries from those other defendants in addition to the Settlement Amount here. The Parties agree, and Class Counsel have a reasonable basis to believe, that the Settling Defendants collectively comprise a very small share of MDL defendants' total alleged PFAS-related liabilities, on the order of approximately 3-7% or less.

The Settling Defendants deny the allegations in the Litigation and all other allegations relating to the Released Claims and deny that they have any liability to Class Representatives, the Settlement Class, or any Settlement Class Member for any Claims of any kind, and would assert a number of legal and factual defenses against such Claims if they were litigated to conclusion (including against certification of any purported class for litigation purposes).

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Class Representatives' claims or the Settling Defendants' defenses.

## III. WHO IS PART OF THE PROPOSED SETTLEMENT?

The Class Representatives and Settling Defendants have entered into the Settlement Agreement to resolve Claims relating to PFAS contamination of Public Water Systems. The Court has preliminarily approved the Settlement Agreement as fair, reasonable, and adequate. The Court will hold a Final Fairness Hearing, as described below, to consider whether to make the Settlement final.

**The Settlement Class consists of each of the following:**

**(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level;**

**AND**

**(b) All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.**

Not all Public Water Systems are potential Settlement Class Members: specifically, Public Water Systems that are owned and operated by a State or the federal government, and cannot sue or be sued in their own name, as well as certain other systems set forth below, are expressly excluded from the Settlement Class. In addition, Public Water Systems that do not fall within the Settlement Class definition set forth above are not Settlement Class Members.

The following are excluded from the Settlement Class:

- a) Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system will be included within the Settlement Class if it so requests.
- b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, as listed in Exhibit I to the Settlement Agreement.
- c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, as listed in Exhibit J to the Settlement Agreement.
- d) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

“UCMR 5” means the United States Environmental Protection Agency’s (“U.S. EPA”) fifth Unregulated Contaminant Monitoring Rule, published at 86 Fed. Reg. 73131.

“UCMR 5 Deadline” means (i) December 31, 2025, or (ii) such later date to which the deadline for completion of sample collection under UCMR 5 may be extended by the U.S. EPA.

“Water Source” means any groundwater well, surface water intake, and any other intake point from which a Public Water System draws or collects Drinking Water, including water it provides or collects, treats or stores for distribution to customers or users.<sup>1</sup>

#### IV. WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

The key terms of the proposed Settlement are as follows.

1. **Settlement Amount.** Settling Defendants have agreed to pay the total and maximum dollar amount of one billion one hundred eighty-five million dollars (\$1,185,000,000) (the “Settlement Amount”), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required under the Settlement Agreement to pay any amounts above the Settlement Amount. Any fees, costs, expenses, or incentive awards payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount.

2. **Settlement Benefit.** Each Settlement Class Member who has not excluded itself from the Settlement Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable. Each Settlement Class Member’s settlement amount will be based on information submitted by Settlement Class Members in their Claims Forms and will depend on each Impacted Water Source’s flow rate and level of concentration as compared to all other Settlement Class Members’ Impacted Water Sources. The allocation process is described below. Precisely how much each Settlement Class Member will receive is unknown at this time because it depends on all the information submitted by all Settlement Class Members.

3. **Settlement Administration.** The Court has appointed a Special Master and Claims Administrator pursuant to Rule 53 of the Federal Rules of Civil Procedure (FRCP) to oversee the allocation of the Settlement Funds. They will adhere to their duties set forth herein and in the Settlement Agreement. The Special Master will generally oversee the Claims Administrator and make any final decision(s) related to any appeals by Qualifying Settlement Class Members and any ultimate decision(s) presented by the Claims Administrator. The Claims Administrator will perform the actual modeling, allocation and payment distribution functions. The Claims Administrator will seek assistance from the Special Master when needed. The Claims Administrator may seek the assistance of the Plaintiffs’ Executive Committee (“PEC”) consultants who assisted in providing guidance in designing the Allocation Procedures.

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<sup>1</sup> Other capitalized terms have the meaning given those terms in the Settlement Agreement.



## Allocation Procedures Overview

The Allocation Procedures were designed to fairly and equitably allocate the Settlement Funds among Qualifying Settlement Class Members to resolve PFAS contamination of Public Water Systems in such a way that reflects factors used in designing a water treatment system in connection with such contamination. Both the volume of contaminated water and the degree of contamination are the main factors in calculating the cost of treating PFAS contamination; the Allocation Procedures use scientific and EPA- derived formulas to arrive at Allocated Amounts that proportionally compensate Qualifying Settlement Class Members for PFAS-related treatment. The Allocation Procedures are appended as Exhibit C to the Settlement Agreement.

**1. Claims Form Process.** The Claims Administrator will verify that each Entity that submits a Claims Form is a Qualifying Settlement Class Member and will confirm the category into which the Settlement Class Member falls.

- Settlement Class Members fall into one of two categories: Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members. Phase One Qualifying Settlement Class Members will be allocated 55% of the Settlement Funds and Phase Two Qualifying Class Members will be allocated 45% of the Settlement Funds.<sup>2</sup>
  - o A Phase One Qualifying Settlement Class Member is a Public Water System that draws or otherwise collects from any Water Source that tested or otherwise analyzed on or before June 30, 2023 and found to contain any PFAS at any level. The Claims Administrator will establish five separate payment sources from which Phase One Qualifying Settlement Class Members may receive Settlement Funds. Such Settlement Class Members will be eligible for compensation from at least one and potentially more of the payment sources. These sources, and the criteria the Claims Administrator will use to determine the amount each Phase One Qualifying Settlement Class Member will receive from them, are described below and fully in the Allocation Procedures.
  - o A Phase Two Qualifying Settlement Class Member is a Public Water System that is not a Phase One Qualifying Settlement Class Member and is subject to the monitoring rules set forth in UCMR 5 or other applicable state or federal law. The Claims Administrator will establish five separate payment sources from which Phase Two Qualifying Settlement Class Members may receive Settlement Funds. Such Settlement Class Members will be eligible for compensation from at least one and potentially more of these payment sources, one of which will be to offset the costs of PFAS testing. These sources, and the criteria the Claims Administrator will use to determine the amount each Phase Two Qualifying Settlement Class Member will receive from them, are described below and fully in the Allocation Procedures.

The initial step for establishing Settlement Class Membership and eligibility for compensation from any of the Settlement Funds is the completion of the Claimant Information Form. After a Person completes the Public Water System Settlement Claims Form, the Settlement Class Member will be provided with additional relevant Claims Form(s) for the payment sources for which the Settlement Class Member may be eligible. The term "Claims Form" may refer to any of seven separate forms:

1. Phase One Public Water System Claims Form;
2. Phase One Supplemental Fund Claims Form;
3. Phase One Special Needs Fund Claims Form;
4. Phase Two Testing Claims Form;
5. Phase Two Public Water System Claims Form;
6. Phase Two Supplemental Fund Claims Form; and
7. Phase Two Special Needs Fund Claims Form.

<sup>2</sup> This allocation between Phase One and Phase Two is subject to adjustment by the Court.

6.1

These Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. The Claims Forms will vary depending on the applicable Settlement Class Membership category (Phase One or Phase Two) and on the specific sources from which compensation is sought. The Claims Forms are appended as Exhibit D to the Settlement Agreement.

The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate, including to notify Settlement Class Members of the need to cure deficiencies in their submission(s), if any. Based on this data, the Claims Administrator will then confirm whether each Settlement Class Member is a Phase One Qualifying Settlement Class Member or Phase Two Qualifying Settlement Class Member and determine the amount each Settlement Class Member is owed from each payment source from which the Settlement Class Member seeks compensation. Should any portion of the Settlement Funds remain following the completion of the Claims process, they will be distributed to certain Qualifying Settlement Class Members in a pro rata fashion in proportion to their respective Allocated Amounts. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

**4. Payment of Settlement Amount.** Within ten (10) Business Days after Preliminary Approval, Settling Defendants shall pay or cause to be paid the Settlement Amount in full, in accordance with the payment terms set forth in the Settlement Agreement. If the Settlement does not become final, Settling Defendants are entitled to a refund of the unused Settlement Funds, and no distribution to Settlement Class Members will occur.

**5. Release.** All Settlement Class Members who have not excluded themselves from the Settlement Class will release certain Claims against the Settling Defendants, their affiliates, certain predecessors and successors, and other persons as set forth in the Settlement Agreement. This is referred to as the "Release." Generally speaking, the Release will prevent any Settlement Class Member from bringing any lawsuit against the Settling Defendants or making any claims resolved by the Settlement Agreement.

The Release, as set forth in Paragraphs 12.1 through 12.9 of the Settlement Agreement, will be effective as to every Settlement Class Member who has not excluded itself from the Settlement Class, regardless of whether or not that Settlement Class Member files a Claims Form or receives any distribution from the Settlement.

**6. Attorney Fee/Litigation Cost and Class Representative Awards.** The Court will determine the amounts of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, the massive amount of litigation surrounding the Action, the trial preparations, and negotiating the proposed Settlement. Class Counsel will request an award of all attorneys' fees and expenses in the amounts due under the Holdback Provisions set forth in CMO No. 3. Class Counsel will make their request in a motion for attorneys' fees and costs in accordance with Section 11.2 of the Settlement Agreement. Class Counsel intend to file a motion for an award of attorneys' fees and costs that will request that amounts due under the Holdback Provisions set forth in Case Management Order No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund. Class Counsel intend to file such motion with the Court no later than October 15, 2023 as ordered by the Court. After the motion for attorneys' fees and costs is filed, copies will be available from Class Counsel, the Settlement website ([www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com)), or from the Court docket for *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-03230-RMG.

Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Amount.

**7. Settlement Administration.** All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Amount. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

**8. Dismissal of the Litigation.** If the Settlement is approved by the Court and becomes final, all pending Litigation will be dismissed with prejudice to the extent it contains Released Claims. If the Settlement is not approved by the Court or does not become final for any reason, the Litigation will continue, and Class Members will not be entitled to receive any Settlement Benefit.



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THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE AT WWW.PFASWATERSETTLEMENT.COM.

## V. HOW WILL SETTLEMENT FUNDS BE DIVIDED AMONG CLASS MEMBERS?

1. **Baseline Testing.** Phase One and Phase Two Settlement Class Members must perform "Baseline Testing" – that is, Settlement Class Members must test every Water Source they own for PFAS. By performing Baseline Testing to determine which Water Sources have current PFAS detections, each Settlement Class Member will be able to submit Claims Forms, have its Water Sources scored, and receive Allocated Awards based on those scores.

Baseline Testing requires that each Water Source be analyzed for at least the 29 PFAS chemicals required under UCMR 5, using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter). Any Water Source tested before December 7, 2021 that did not result in a PFAS detection must retest. Any Water Source that tested before June 30, 2023 that did result in a PFAS detection does NOT need to retest. However, you would still be required to test any other Water Sources that have not previously had a detection.

Baseline Testing is different from what the EPA requires for UCMR 5. Under UCMR 5, a Public Water System is required to test for PFAS only at the entry points to its distribution system, but Baseline Testing requires Settlement Class Members to test every Water Source. Because Baseline Testing requires more testing than UCMR 5, Phase Two Settlement Class Members will be compensated out of the Settlement Funds for the costs of testing each Water Source to meet Baseline Testing requirements. **Baseline Testing Claims Forms for Phase Two Settlement Class Members must be received by no later than January 1, 2026.**

Baseline Testing may be performed by any laboratory accredited by a state government or federal regulatory agency for PFAS analysis that uses any state- or federal agency-approved PFAS analytical method that is consistent with (or stricter) than the requirements of UCMR 5.

Class Counsel has arranged for discounted testing with the following laboratory to assist Settlement Class Members with Baseline Testing. The listed laboratory will forward the test results to the Claims Administrator. There is no requirement to use the listed laboratories.

**Eurofins**

Telephone Number: 916-374-4499

Website: <https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/>

2. **Base Scores for Water Sources.** The Allocation Procedures are designed to allocate money based on factors that dictate the costs of water treatment. It is well documented in the scientific literature and well known throughout the public water industry that the costs associated with water treatment consist of 1) capital costs and 2) operation and maintenance costs. Capital costs are mainly driven by the Impacted Water Source's flow rate. Operation and maintenance costs are mainly driven by the levels of PFAS in the water. The Allocation Procedures utilize capital costs and operation and maintenance costs to generate a score for each Impacted Water Source. The Claims Administrator will input the flow rates and PFAS concentrations from the Claims Forms into an EPA-derived formula that calculates a Base Score for each Impacted Water Source.

3. **Adjusted Base Scores.** Certain Class Members will be eligible for increased scores. Based on the Claims Forms submitted, the Claims Administrator will determine if a Settlement Class Member is eligible for three available enhancements to the score: the Litigation Bump, the Bellwether Bump, and the Regulatory Bump. A Settlement Class Member may qualify for none, one, or multiple bumps.

The Litigation Bump will apply to Settlement Class Members with a pending lawsuit against the Settling Defendants alleging PFAS contaminated Drinking Water. The Bellwether Bump will apply to the ten Settlement Class Members that served as the Public Water Provider Bellwether plaintiffs. The Regulatory Bump will apply when an Impacted Water Source exceeds an applicable state Maximum Contaminant Level (MCL) or the proposed federal MCL as of March 14, 2023.

After the Claims Administrator applies the appropriate bumps to each Impacted Water Source, the Claims Administrator will use the new Adjusted Base Scores to determine how much of the Settlement Funds each Impacted Water Source will receive.

**4. Very Small Public Water System Payments.** All Phase One and Phase Two Settlement Class Members that are listed in the Safe Drinking Water Information System (SDWIS) as Transient Non-Community Water Systems (TNCWS) and Non-Transient Non-Community Water Systems (NTNCWS) serving less than 3,300 people may apply for Phase One or Phase Two Very Small Public Water System Payments. Phase One Public Water System Claims Forms for Very Small Public Water Systems are due no later than 60 days after the Effective Date, and Phase Two Public Water System Claims Forms for Very Small Public Water Systems are due by June 30, 2026. The Claims Administrator will issue a payment of \$1,250 to the TNCWS and \$1,750 to the NTNCWS serving less than 3,300 people.

**5. Allocated Amounts.** The information required to calculate Allocated Amounts is not publicly available and is only obtainable through the Claims Forms submitted by Settlement Class Members. Thus, the Allocated Amount that each Settlement Class Member will receive is not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadlines.

**6. Special Needs Funds.** Special Needs Funds will be established by the Claims Administrator for Phase One and Phase Two Settlement Class Members that have expended monetary resources on extraordinary efforts to address PFAS contamination in their Impacted Water Sources. Settlement Class Members can file a Special Needs Fund Claims Form to be considered for reimbursement of these expenditures.

**7. Supplemental Funds.** The Claims Administrator will also establish Phase One and Phase Two Supplemental Funds so that Settlement Class Members who did not initially exceed a state or federal MCL when it submitted its Claims Form can request additional funds if it later exceeds a state or federal MCL.

## VI. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as "Class Counsel" or "Plaintiffs' Counsel") for purposes of the proposed Settlement:

Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London Douglas & London 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli Napoli Shkolnik 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907
Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice Motley Rice 28 Bridgeside Blvd. Mount Pleasant, SC 29464	



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## VII. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Class Counsel, Class Representatives, and Settling Defendants have engaged in extensive, arm's-length negotiations, including negotiations facilitated by a Court-appointed mediator, and have, subject to the Preliminary and Final Approval of the Court, reached an agreement to settle and release all Released Claims, on the terms and conditions set forth in the Settlement Agreement.

Class Representatives and Class Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses thereto, the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims, that it would be in the best interests of Settlement Class Members to participate in the Settlement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Settlement Class Members. Further, Class Representatives and Class Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Settlement Class Members.

The Settling Defendants, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Litigation and all other Released Claims, either on their part or on the part of any of the Released Persons, entered into the Settlement Agreement to avoid the expense, inconvenience, and distraction of further litigation.

## VIII. WHAT DO YOU NEED TO DO NOW?

**YOU CAN PARTICIPATE IN THE SETTLEMENT.** You must file a Claims Form to be eligible to receive a payment under the Settlement Agreement. You can submit your Claims Form online at [www.PFASWaterSettlement.com](http://www.PFASWaterSettlement.com), or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, Louisiana 70821. The deadline for a Phase One Settlement Class Member to submit a Phase One Public Water System Claims Form is 60 days following the Effective Date, and the deadline for a Phase Two Settlement Class Member to submit a Phase Two Public Water System Claims Form is June 30, 2026.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

**YOU CAN OPT OUT OF THE SETTLEMENT.** If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Settlement Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out"). Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled "Request for Exclusion" with the Notice Administrator and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.

To be treated as valid, the Request for Exclusion must be sent via certified or first-class mail to the Notice Administrator, Counsel for the Settling Defendants, and Class Counsel at the addresses below.

### Counsel for the Settling Defendants:

Jeffrey M. Wintner Graham W. Meli <b>Wachtell, Lipton, Rosen &amp; Katz</b> 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart <b>Kirkland &amp; Ellis LLP</b> 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds <b>Cravath, Swaine &amp; Moore LLP</b> 825 Eighth Avenue New York, NY 10019
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**Class Counsel:**

<p><b>Scott Summy</b>  <b>Baron &amp; Budd, P.C.</b>  3102 Oak Lawn Ave., Ste. 1100  Dallas, Texas 75219</p>	<p><b>Michael A. London</b>  <b>Douglas &amp; London</b>  59 Maiden Lane, 6th Floor  New York, NY 10038</p>	<p><b>Paul J. Napoli</b>  <b>Napoli Shkolnik</b>  1302 Av. Ponce de Leon  San Juan, Puerto Rico 00907</p>
<p><b>Elizabeth A. Fegan</b>  <b>Fegan Scott LLC</b>  150 S. Wacker Drive, 24th Floor  Chicago, IL 60606</p>	<p><b>Joseph F. Rice</b>  <b>Motley Rice</b>  28 Bridgeside Blvd.  Mount Pleasant, SC 29464</p>	

**Notice Administrator:**

In re: Aqueous Film-Forming Foams Products  
Liability Litigation  
c/o Notice Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The Request for Exclusion must be received by the Notice Administrator no later than December 4, 2023.

The Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Person from the Settlement and must provide:

- an affidavit or other proof of the Settlement Class Member's standing;
- the filer's name, address, telephone, facsimile number and email address (if available);
- the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and

The Request for Exclusion must be received by the Notice Administrator no later than December 4, 2023.

Any Person that submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to submit an Objection.

If you own or operate more than one Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Public Water System that you wish to opt out of the Settlement Class. Any Public Water System that is not specifically identified in a Request for Exclusion will remain in the Settlement Class.

Any Settlement Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of the Settlement Agreement, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

**YOU CAN OBJECT OR TAKE OTHER ACTIONS.** Any Settlement Class Member who has not successfully excluded itself ("opted out") may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and provide service on Counsel for the Settling Defendants and Class Counsel at the addresses below in accordance with Federal Rule of Civil Procedure 5. Objections submitted by any Settlement Class Member to incorrect locations shall not be valid.



6.1

**Clerk of the Court:**

Clerk, United States District Court for the  
District of South Carolina  
85 Broad Street  
Charleston, SC 29401

**Counsel for the Settling Defendants:**

Jeffrey M. Wintner Graham W. Meli <b>Wachtell, Lipton, Rosen &amp; Katz</b> 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart <b>Kirkland &amp; Ellis LLP</b> 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds <b>Cravath, Swaine &amp; Moore LLP</b> 825 Eighth Avenue New York, NY 10019
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**Class Counsel:**

Scott Summy <b>Baron &amp; Budd, P.C.</b> 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London <b>Douglas &amp; London</b> 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli <b>Napoli Shkolnik</b> 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907
Elizabeth A. Fegan <b>Fegan Scott LLC</b> 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice <b>Motley Rice</b> 28 Bridgeside Blvd. Mount Pleasant, SC 29464	

All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide:

- an affidavit or other proof of the Settlement Class Member's standing;
- the filer's name, address, telephone, facsimile number and email address (if available);
- the name, address, telephone, facsimile number and email address (if available) of the Person whose Objection is submitted;
- all objections asserted by the Settlement Class Member and the specific reason(s) for each objection, including all legal support and evidence the Settlement Class Member wishes to bring to the Court's attention;
- an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and
- the identity of all witnesses the Settlement Class Member may call to testify. The deadline to submit an Objection is November 4, 2023.

Settlement Class Members may object either on their own or through any attorney hired at their own expense. If a Settlement Class Member is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than November 4, 2023, the date ordered by the Court for the filing of Objections, and serve such notice on all Parties in accordance with Federal Rule of Civil Procedure 5 within the same time period.

Any Settlement Class Member who fully complies with the provisions for objecting may, at the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of the Settlement Agreement for objecting shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

## IX. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

Before deciding whether to grant final approval to the Settlement, the Court will hold the Final Fairness Hearing in Hon. Sol Blatt, Jr., Courtroom of the U.S. Courthouse, 85 Broad Street, Charleston, South Carolina 29401, on December 14, 2023, at 10:00 a.m. EST. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

## X. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through PACER. A copy of the Settlement Agreement may also be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth above. Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel. You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

**DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE,  
OR DEFENDANT WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT,  
OR THE SETTLEMENT AGREEMENT.**

## XI. WHAT ARE THE ADDRESSES YOU MAY NEED?

### Counsel for the Settling Defendants:

Jeffrey M. Wintner Graham W. Meli <b>Wachtell, Lipton, Rosen &amp; Katz</b> 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart <b>Kirkland &amp; Ellis LLP</b> 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds <b>Cravath, Swaine &amp; Moore LLP</b> 825 Eighth Avenue New York, NY 10019
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### If to the Class Representatives, Class Counsel, or Settlement Class Members:

Scott Summy <b>Baron &amp; Budd, P.C.</b> 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London <b>Douglas &amp; London</b> 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli <b>Napoli Shkolnik</b> 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907
Elizabeth A. Fegan <b>Fegan Scott LLC</b> 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice <b>Motley Rice</b> 28 Bridgeside Blvd. Mount Pleasant, SC 29464	



**If to the Notice Administrator:**

In re: Aqueous Film-Forming Foams Products  
Liability Litigation  
c/o Notice Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**If to the Claims Administrator:**

AFFF Public Water System Claims  
PO Box 4466  
Baton Rouge, Louisiana 70821

**XII. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.**

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or Settling Defendants' Counsel, you must include the following case name and identifying number on any documents and on the outside of the envelope:

*In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18- mn-2873 (D.S.C.), this document relates to: City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG.*

You must also include your full name, address, email address, and a telephone number where you can be reached.

**XIII. WHAT IMPORTANT DEADLINES YOU NEED TO KNOW.**

Deadline Description	Deadline Date
Deadline to submit Objections	11/4/2023
Deadline to submit Requests for Exclusion	12/4/2023
Court's Final Fairness Hearing	12/14/2023 at 10:00 AM EST
Phase One Public Water System Claims Form	60 Days after the Effective Date
Phase One Special Needs Claims Form	45 Days after the Phase One Public Water System Claims Form Deadline
Phase Two Testing Claims Form	1/1/2026
Phase Two Public Water System Claims Form	6/30/2026
Phase Two Special Needs Claims Form	8/1/2026
Phase One Supplemental Fund Claims Form	12/31/2030
Phase Two Supplemental Fund Claims Form	12/31/2030

## Charge Book FY24

[illegible]

**FISCAL YEAR 24 SUMMARY**  
**TOWNSEND WATER DEPARTMENT - ACCOUNTS RECEIVABLE**  
**August 31, 2023**

UNCOLLECTED FROM JUNE 30, 2023

157,128.61

<u>CHARGED</u>	<u>07/01/23</u>	<u>08/31/23</u>	<u>8/31/2023</u>	<u>Previous Balance</u>	<u>Total</u>	
USER CHARGES			401.34	464,116.23	464,517.57	
FEES			472.50	708.75	1,181.25	
SERVICE CHARGES			0.00	10,972.50	10,972.50	
BACKFLOW			0.00	0.00	0.00	
SUBTOTAL			<b>873.84</b>			
TOTAL CHARGES						<b>476,671.32</b>
						<b>633,799.93</b>

<u>RECEIVED</u>	<u>07/01/23</u>	<u>08/31/23</u>	<u>8/31/2023</u>			
USER CHARGES			83,011.35	318,362.07	401,373.42	
FEES			551.25	443.75	995.00	
SERVICE CHARGES			4,062.45	6,636.73	10,699.18	
LATE CHARGES			0.00	0.00	0.00	
BACKFLOW			0.00	0.00	0.00	
SUBTOTAL			<b>87,625.05</b>			
TOTAL RECEIPTS						<b>413,067.60</b>

SENT TO LIEN	0.00
LIENS COLLECTED	0.00
ABATEMENTS	4,878.15
ADJUSTMENTS	-1,251.74
AJD TO MASTER	
UNCOLLECTED	<b>217,105.92</b>
	<b>633,799.93</b>

<u>OUTSTANDING:</u>	
USER CHARGES	215,876.98
FEES	236.25
SERVICE CHARGES	835.95
LATE CHARGES	7.04
BACKFLOW	149.70
TOTAL OUTSTANDING	<b>217,105.92</b>

**0.00**