

Board of Sewer Commissioners Meeting Agenda



Date

September 26, 2023

Time

7:00 PM

Location

Bourne Community Center
239 Main St., Buzzards Bay
Or virtually (see information below)

The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line:
1-929-205-6099

Zoom Meeting ID: 838 3616 9923

Password: SEWER

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Sewer Commissioners.

7:00 P.M. Call Public Session to Order in Open Session

1. Moment of Silence to recognize our troops and our public safety personnel
2. Salute to the flag
3. Reading of the Vision and Mission Statements
4. Public comment on non-agenda items: Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
5. Ongoing grease trap violations at 300 Main Street – remedial order and plan to correct
6. Discussion with representatives from Weston & Sampson and Kubota regarding WWTP
7. Sewer Allocation Request – Bourne Scenic Park, 370 Scenic Highway
8. Review - grease trap waiver for 2 Bourne Bridge Approach, effective 10/28/21
9. Discussion and possible vote on Second Half Sewer User Fee for Fiscal Year 2024
10. Discussion and possible vote to set Overage Rate for calendar year 2024
11. Budget adjustments for Fall Town Meeting
12. Sewer Capital for Fall Town Meeting
13. Manhole project update
14. Low pressure system upgrades – Phase I: Hideaway Village
15. Policy Discussion – allocating costs for replacement pumps for residential properties
16. Minutes: 08.29.23; 09.12.23
17. Future agenda items
18. Committee reports
19. Correspondence
20. Next meeting date: October 24, 2023
21. Adjourn

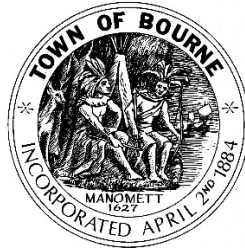
TOWN CLERK BOURNE

2023 SEP 22 PM 2:19

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Reasonable accommodations for people with disabilities are available upon request. Please include a description of the accommodation you require, with as much detail as possible, and include a way we can contact you if we need more information. Please allow advance notice. Send an email to kthut@townofbourne.com or call the Town Administrator's Office at 508-759-0600 x1503

TOWN OF BOURNE



Vision

Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.

Mission

Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.

**Board of Sewer Commissioners
Minutes of Tuesday, September 26, 2023
Bourne Community Center
239 Main Street, Buzzards Bay
Or Virtually (see information below)**

TA Marlene McCollem

Board of Sewer Commissioners

Jared MacDonald, Chair
Melissa Ferretti, Vice Chair
Mary Jane Mastrangelo, Clerk
Anne-Marie Siroonian
Peter Meier

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2023 DEC -4 AM 11:25
TOWN CLERK BOURNE

Others: Tim Lydon, Town Engineer (remote), Gary Maloney, Corey Repucci, Weston & Sampson (remote), Emily Meehan (remote), Michael Ellis, Town Accountant (remote), Erica Flemming, Finance Director (remote), Andrew Bettinelli (remote), Kevin Crane, Kubota (remote), Joe Henderson, Greg Folino, Don Pickard, Mike Childers, and Jack Coughlin.

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Zoom Meeting ID: 838 3616 9923 Password: SEWER

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Sewer Commissioners.

7:00 PM Call Public Session to Order in Open Session

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag.**
- 3. Reading of the Vision and Mission Statements:**

Vision: Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.

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4. **Public Comment on Non-Agenda Items** – Public Comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
5. **Ongoing grease trap violations at 300 Main Street – remedial order and plan to correct.**

Chair MacDonald said that the Board has a draft letter put together, and it is in the meeting packet for the public to read also. The letter talks about the hearing that was held on August 31st. It touches on the violations and corrections to be made of those violations. In the letter it leaves an opening for the Board of Sewer Commissioners to give an installation completion on or before date.

Chair MacDonald said that they also received information from the staff and the restaurant owner. Town Administrator Marlene McCollem said that they received information on the company that will be doing the pumping and it must be done on a regular schedule and the logs need to be maintained.

Chair MacDonald said that they also have a proposal from the plumbing company to fulfill the other issues for the interior grease traps in the kitchen for the sinks, the dishwasher, and the wok. Ms. McCollem said that a plumbing permit has not yet been pulled, and Mr. MacDonald said that this plumber has had some health issues and that is most likely why the permits have not yet been pulled.

Voted: Peter Meier moved, and Anne-Marie Siroonian seconded to approve the draft letter from Town Counsel with a completion date of this project, for work all done and closed out and inspected by November 15th, 2023.

Vote: 5-0-0.

6. **Discussion with representatives from Weston & Sampson and Kubota regarding WWTP.**

Chair MacDonald explained that Weston & Sampson is the company that spec'd and put together the Wastewater Treatment Plant and Kubota is the company that built all the engineering pieces that work the inside of the Wastewater Treatment Plant.

Chair MacDonald asked Kevin Crane of Kubota if they have assessed the exact problem and if they have something specific to fix the issues. Mr. Crane said that unfortunately, the nature of the problem is electromechanical, and the challenges are very hard to pinpoint exactly what the source of the problem is. He said that it is going to require some very detailed investigation of both the electrical system and the control systems.

Chair MacDonald asked if there is a plant that is similar, or like a replica of this plant, that is, or is not, having the same problems. Mr. Crane said that there is almost the exact facility in Maryland that has similar flow and affluent requirements as Bourne, and another in Maryland that is similar.

Chair MacDonald asked where they go from here to manage this problem. Mr. Crane said that they have a service representative based in New York who has a tremendous amount of electrical and controls experience that they can send to Bourne to begin that detailed analysis to try to determine the root cause of the challenges, at no cost to the facility. He said that another possibility would be if Weston & Sampson has someone that is more local that could get to the plant sooner to do the evaluation. Mr. Crane said that once the root cause is determined, they will assess the correct path to move forward to prevent it from happening again.

Chair MacDonald asked Corey Repucci of Weston & Sampson how he sees the problem being corrected. Mr. Repucci said that the system has been back online since last Monday. He said that the nature of these problems is that it turns offline, they make a few modifications, and it will run for few days or a couple of hours and shut down again. He said that there is a possibility that it may be a power quality issue and one of the suggestions would be to work with the local power company to get a power quality monitor on the service. He said that they typically will do it free of charge to see if there is a quality issue on their end and they will rectify it if there is. He said that getting someone there with experience would be the proper approach.

Mary Jane Mastrangelo said that she is troubled by some of the documentation that they received regarding the control system. She read aloud an email where Weston & Sampson stated: "Please note the office cabinet is utilizing an Allen Bradley compact logix PLC. Allen Bradley has retired the compact logix system as of June 2016, with this in mind, an actionable plan should be in order to migrate the program to a newer PLC system within the next 5 to 7 years". She said that the Buzzards Bay Wastewater Treatment Plant was on the Mass. DEP IEP for 2019, and the contract with Robert B. Our was agreed to in 2019. She said it was the responsibility of Weston & Sampson to review the specs. from Robert B. Our, and what they were going to build in the 6.5-million-dollar plan. Why in 2019 was there an outdated compact logix system installed.

Mr. Repucci said that he cannot give an answer right now and he is going to have to coordinate with their engineers on what was installed. He said that he does know that compact logix systems are common in installs such as these. He said that he is unsure of what she is referring to. Ms. Mastrangelo said that this is a very serious problem and that she needs to have some answers.

Chair MacDonald said that they are concluding this discussion and they need some answers. He told Mr. Crane that they needed a professional to come in to manage this. He told Mr. Crane that they need to know when they can get someone in to investigate the issue. Mr. Crane said that he will get in touch with the field service representative as to his schedule and he will get in touch with Mr. Repucci to interface with the town to let the town know when he will be onsite.

Ms. Mastrangelo asked who was responsible for requesting a power quality monitor and when that should happen in this process. Mr. Repucci suggested that it is something that the town can request immediately. Ms. McCollem said that she would make the request to the utility company, but she

would like an email specifying exactly what it is that they are looking for and what it is that they are requesting Eversource to do for the town. Chair MacDonald asked Mr. Repucci to manage this.

Gary Maloney asked what happens to the overall flow during these periods when they are up and down and what is the allowable flow is per day by DEP. Chair MacDonald said that there are no answers for him tonight, but he does know that there is enough capacity going to Wareham that the town is not going over their bounds. Ms. Mastrangelo said that the plant is designed for 100 gallons per day.

7. Sewer Allocation Request – Bourne Scenic Park, 370 Scenic Highway.

Chair MacDonald said that in the meeting packet there is a letter referencing a discussion with the Bourne Recreation Authority, management staff and the Army Corps of Engineers to determine if the request to connect approximately 90 sites in the Bourne Scenic Park to the town sewer system fits their criteria, and in the letter, it states that it does.

Joe Henderson said that he was at the meeting representing the Bourne Recreation Authority. Chair MacDonald asked Mr. Henderson if it fits on the zone of the towns' sewer projects. Mr. Henderson said that they pulled a map from the Sewer Commissioner's website that shows the piece that they are looking at within the service area. Ms. McCollem said that the GIS map is an internal map that staff has created that has disclaimers on it that it is not to be relied on for permitting. She said that the issue here is that the lot is not entirely in the IMA service area with Wareham, although it is partially in. She said that part of this property is in phase 4 and part of it is in phase 3 and part is not in.

Chair MacDonald said that they need to find out the specifics of how it was decided these parcels would be covered. Ms. McCollem said that there is no way to determine that. Ms. Mastrangelo said that she thinks that they have the capacity for the requested 8,000 gallons per day, and the issue is whether they are allowed to do it. She read aloud from contract #3 with Wareham, which states the sources of the flow and the phases and gallons per day. She said that she is concerned because the agreement with Wareham is based on the environmental thing and the 200,000 gallons per day. She does not think that that the Sewer Commissioners can grant this request without making sure it is not going to violate some agreement or contract that the town has with Wareham or with whatever was established in 1984, when the sewer system was set.

Chair MacDonald agreed with Ms. Mastrangelo because some of the area fits in phases 3 and 4, but the totality of it does not fit in any one or both, and he said that they would need clarification from Wareham. He said that they will have a meeting with Wareham sometime and put this on the agenda.

Ms. Mastrangelo also brought up that Wareham is talking to Mass Maritime about joining them and she thinks that Bourne should be talking to Mass Maritime about joining Bourne. She said that they need to talk about all the areas in town for sewerage, and they need to have all these discussion for the Comprehensive Wastewater Management Plan (CWMP). Mr. Henderson asked about the CWMP, and Ms. Mastrangelo explained that they have completed phase 1 and are in the middle of phase 2 and they have not come up with phase 3 but are going to focus on it this Fall. Ms.

McCollem said that all these pieces need to be figured out how to fit them together. She added a reminder that the CWMP is water shed based. Chair MacDonald said that they will try to meet with Wareham sometime in the next month to discuss, and Mr. Henderson was ok with that and said that they appreciate that the Commissioners will keep them under consideration, and they feel that the park is a big contributor to Buzzards Bay.

Greg Folino of the Bourne Recreation Authority said he wanted to clarify that the plan that they submitted was for 90 sites. He said that 20 of those sites are outside of phases 3 and 4. He asked if they redesign their plan if it would meet the intent of the request. Chair MacDonald said that he thinks it is more than 20 because most of the area, over 90% by his estimate, falls outside of phases 3 and 4. There was more discussion on how everyone would like to come together to get this request done, and the steps that need to be taken to get there.

8. Review – grease trap waiver for 2 Bourne Bridge Approach, effective 10/28/21.

Chair MacDonald said that in the packet of meeting materials there was some documentation from Mr. Campinha in Wareham on how they handle their grease trap program. Ms. McCollem said that the letter that was sent to Domino's does not say that it must be re-looked at on a schedule. She said however, that there is a condition in the waiver, number 3, that is the Sewer Department finds evidence of grease then the town goes back to actively notify them. She said that they have not seen any evidence from this location.

Chair MacDonald asked if the log had been checked at Jersey Mike's, which is next door to Domino's, and Ms. McCollem said yes, they have been checking their log. She added that at a future meeting, Tim Lydon will be presenting the FOG Management Plan to the Board of Sewer Commissioners.

9. Discussion and possible vote on Second Half Sewer User Fee for Fiscal Year 2024.

Peter Meier and Melissa Ferretti recused themselves from the discussion for agenda items 9 and 10.

Ms. McCollem said that regarding the user rates, additional units have come aboard, and the number of customers has increased, which would drive a decrease in the rates for the second half of the fiscal year. She is recommending a slight decrease in the rates for the second half, and she is not recommending as large a decrease based on the additional users because she is also recommending that they consider budget adjustments at Fall Town Meeting. She said that to fund those budget adjustments, the rate will not decrease as much.

The budget adjustments are due to items that were cut for this budget, and due to electricity costs. She also would like to make part of the DPW Director salary come from the Sewer budget. It says in the Charter that the DPW Director is part of the entity that controls the Sewer Department. There was some discussion about FY25 forecasting and that the results of the Wareham Town Meeting can make a difference in what the Town of Bourne's share will be.

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded to set the sewer user fee for the second half of FY24, January 1st, 2024, to June 30th, 2024, at \$590. per unit.

Gary Maloney asked if the two members that recused themselves could be part of conversations such as these because there was important information discussed and he feels that they should have been in the room.

Vote: 3-0-0.

10. Discussion and possible vote to set Overage Rate for calendar years 2024.

Ms. Mastrangelo asked what the current overage rate is. Ms. McCollem said it is \$0 .0175, and the proposal is \$0.02. Chair MacDonald thinks that this needs to be revisited soon. The average is traditionally 13 million gallons.

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded to set the overage rate for calendar year 2024 at \$0.02 per gallon of water use, over 45,000 gallons per year.

Vote: 3-0-0.

11. Budget adjustments for Fall Town Meeting.

Ms. McCollem said that she would like the Board of Sewer Commissioners to consider some budget adjustments for the November Town Meeting for Sewer Enterprise. She said that the adjustments total \$80,000. and a big amount is restoring the capital equipment line in the operating budget. She said that it was cut in half at the annual Town Meeting in May. She recommends putting it back for the second half of FY24 because of the added users and some spending in the capital line in the budget is needed for keeping up with some equipment that needs updating. She said that also money is needed for the delivery charges for electricity. She said that the last adjustment is a half year of direct salary charge for the next DPW Director.

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded to recommend and \$80,000. budget increase at the November 6, 2023, Town Meeting as presented.

Gary Maloney asked what qualifications a DPW Director needs to run and monitor a sewer plant. Ms. McCollem said that it is a good question because currently there is a contracted operator in Weston & Sampson, which is paid for through the O&M line. She said she does not recommend moving away from that and does not recommend having an in-house operator. She said that the work that she is currently doing for Sewer, the DPW Director needs to be doing, for example, rather than her getting phone calls of issues like overflows, on a Sunday, it would be the DPW Director receiving the calls. The DPW Director would oversee the operator of the plant.

Vote: 5-0-0.

12. Sewer Capital for Fall Town Meeting.

Ms. McCollem said that Mr. Lydon described these at the last meeting, and she just wants to see if the Sewer Commissioners want to proceed. Ms. Mastrangelo wanted clarity on the 2 capital projects. She said that there was one that is the sewer collection system air release valve replacement for \$20,000., and that she is fine with this request.

The other request is the one that she is concerned about, and it is the Buzzards Bay Treatment Facility critical spares replacement parts. She feels that it should be on the warrant, but she feels that the numbers do not add up and she does not understand why the system cannot be fixed right now, and she would like a comparison. She said that the Town really needs some answers as to what the problems are that are going on in the plant. There was more discussion about why this request came to be. Ms. McCollem thinks that this capital item is not really needed now that they will be restoring the capital equipment line.

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded to recommend approval of the sewer collection system air release valve replacement capital project to the Special Town Meeting on November 6th, in the amount of \$20,000.

Vote: 5-0-0.

13. Manhole project update.

Ms. McCollem said although they have not made final payment yet, the nuisance alarms and the control issues have been resolved. She said that do need to do a little bit more confirming on the floats and mission settings, but good progress has been made.

14. Low pressure system upgrades – Phase I: Hideaway Village.

Ms. McCollem said that the RFP is out and in due on October 6th. Mr. Lydon has met firms out at Hideaway Village, and there has been interest in the RFP. Everyone agreed that the RFP was very well put together.

15. Policy Discussion

Ms. McCollem said that this is on the agenda as a placeholder. She wants it at the top of everyone's minds that this is the decision that they are going to need to make. Chair MacDonald said that they need a discussion about standardizing all the pumps and where to place the responsibilities.

16. Minutes: 08.29.23; 09.12.23

Voted: Melissa Ferretti moved, and Anne-Marie Siroonian seconded to approve the minutes of 8/29/2023 and 9/12/2023, as presented in the packet.

Vote: 5-0-0.

17. Future Agenda Items

Chair MacDonald said that they should have Weston & Sampson come back. Peter Meier said that there should be an item on the agenda to dissolve the Wastewater Building Committee.

18. Committee Reports

Chair MacDonald said that the meeting with Wareham is Thursday night.

19. Correspondence - None

20. Next meeting date: October 24, 2023.

21. Adjourn

Voted: Peter Meier moved, and Melissa Ferretti seconded to adjourn.

Vote: 5-0-0.

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The Board of Sewer Commissioner's Meeting ended at 8:57 PM

Respectfully Submitted,

Kim Johnson, Recording Secretary

September 26, 2023

By Mail

Benny P. Chu
300 Main Street
Buzzards Bay, MA 02532

Re: Final Decision – Notice of Violation of Town of Bourne Sewer Rules and Regulations, 300 Main Street, Buzzards Bay

Dear Mr. Chu:

Below is the Board of Sewer Commissioner's (Board) final decision concerning certain violations against you, as the owner of the of the property located at 300 Main Street, Buzzards Bay, MA 02532, known as the Way Ho Restaurant (Property). Please read this decision carefully, including the Board's Orders. Failure to comply with those Orders or with any other provision of the Town's Sewer Rules and Regulations (Rules and Regulations) may result in further enforcement proceedings, including fines or revocation of your food permit.

OVERVIEW

The Board issued a Notice of Hearing regarding ongoing violations of the Rules and Regulations on August 31, 2023, to Benny Chu (Respondent), the owner of the property located at 300 Main Street, Buzzards Bay, MA 02532, known as the Way Ho Restaurant.

The Board opened a hearing a began receiving testimony and evidence on the allegations set forth in that Notice on September 12, 2023. The Board thereafter left its hearing record open until September 26, 2023, to receive certain additional information requested of the Respondent. On September 26, 2023, the Board closed its hearing record and concluded its deliberations based on that record.

Based upon the findings of fact, conclusions of law, and the reasons that follow, the Board concludes that the Respondent violated certain provisions of the Rules and Regulations by failing to take the required measures to prevent grease from entering the Town sewer system. The Board further concludes that the appropriate remedial action is for the Respondent to comply with the

plan and timeline he presented for the installation of grease traps at the Property, the specifics of which are delineated later in this Decision and shall constitute an Order of the Board.

FINDINGS OF FACT

1. Respondent is the owner of the Property, located at 300 Main Street, Buzzards Bay, MA 02532.

2. On this property, Mr. Chu owns and operates a restaurant, known as the Way Ho Restaurant, for which the Town of Bourne has issued a food permit.

On August 23, 2023, Town staff conducted an inspection of an external subsurface grease trap and grinder pump at the Property.

3. During this inspection, Town staff observed that:

- a. The external subsurface grease trap and related infrastructure at the Property had not been properly maintained and serviced.
- b. Fats, Oils, and Grease (FOG) maintenance logs were not kept by the Respondent.
- c. No grease trap had been installed on certain fixtures in the kitchen of the Property (wok and dishwasher). The only existing grease trap is in the basement, attached to a sink.
- d. An access point to the system on the Property (known as an “outlet T connector”) had been paved over with concrete and was inaccessible.

4. Town staff prepared an inspection report, dated August 23, 2023, documenting these and other findings by Town staff.

5. Town staff discussed the inspection findings with the Respondent on August 29, 2023. During this discussion, staff informed the Respondent of the alleged violations that Town staff discovered.

6. Within 24 hours of his conversation with Town staff, Respondent remedied the external grease trap violation, by having the required maintenance performed.

7. On August 25, 2023, the Respondent began to maintain a log of FOG maintenance.

8. On September 6, 2023, a contractor hired by the Respondent removed the concrete covering the outlet T connector access point. Town staff confirms that the concrete over the outlet T connector has been removed and that the connector remains accessible.

9. The Town provided notice to the Respondent on August 31, 2023, notifying him of the day and time of the Board's hearing and the violations alleged against him. The Town supplemented that notice on September 7, 2023, providing copies of documents to be used during the hearing by Town staff to the Respondent before the date of the hearing.

10. By the time of the hearing on September 12, 2023, the Respondent had not installed certain grease traps on kitchen fixtures that are required by the Massachusetts Plumbing Code.

DISCUSSION AND REASONS FOR DECISION

11. The Rules and Regulations, Attachment D-7, set forth the requirements for grease traps, sewer interceptors, and related installation and maintenance of private infrastructure insofar as it connects or discharges to the Town of Bourne's sewer system.

12. Those Rules and Regulations supply the governing standards for this decision.

13. The Respondent's conduct, as found above, violated Attachment D-7, including the Massachusetts plumbing code, which is incorporated by reference, based on: (1) failure to maintain FOG maintenance logs; (2) failure to install grease traps on kitchen fixtures as required by the Massachusetts plumbing code; (3) failure to maintain access points in a manner that they can be accessed by the Town and by the respondent; (4) failure to periodically and regularly clean the existing external grease trap; and (5) failure to prevent the discharge of FOG from the Property into the Town's sewer fixtures and infrastructure.

ORDERS

14. As set forth above, the Board has concluded that the Respondent is responsible for violations of the Rules and Regulations.

15. Since the inspection of the Property done by the Town Health Department and the violations were identified, the Respondent has acted to remedy some of the violations.

16. The Board therefore concludes that an appropriate balance must be struck between maintaining the public sewer system and admonishing Respondent for the seriousness of the

violations, while also recognizing Respondent's recent efforts to bring the Property into compliance and his presentation of a plan to the Board to bring the Property into compliance with the plumbing code, as required by the Rules and Regulations.

17. The Board therefore issues the following orders:

ORDERED: The Respondent install and maintain grease traps at the Property in accordance with the provisions of the Massachusetts plumbing code and the Rules and Regulations. Remedial installation work shall be completed on or before [date].

ORDERED: The Respondent shall continue to perform FOG maintenance on a regular schedule and according to the plan submitted to the Board. Notwithstanding that schedule and plan, the Respondent shall, if said schedule and plan proves insufficient to satisfy one or more of the applicable standards in the Rules and Regulations, shall modify the same to comply with said Rules and Regulations. Compliance with this Order is not intended to and shall not waive or serve as a defense against any future violations of the Rules and Regulations should said schedule and plan prove insufficient to achieve full compliance with the Rules and Regulations or to prevent deleterious FOG discharges into Town sewer infrastructure.

ORDERED: The Respondent shall continue to maintain FOG maintenance logs and provide access to the same for Town staff in accordance with the Rules and Regulations.

ORDERED: The Respondent shall maintain the outlet T connector referenced in this Decision free from all obstructions and accessible for maintenance, and for inspection by Town staff.

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Voted by the Town of Bourne Board of Sewer Commissioners on September 26, 2023:

Jared MacDonald
Chair

Melissa Ferretti
Vice Chair

Mary Jane Mastrangelo
Clerk

Peter J. Meier

Anne-Marie Siroonian

September 20, 2023

Project: Buzzards Bay WWTF, Town of Bourne, MA
Re: Site visit report - September 12 to 14, 2024 trip

1. Introduction

Below is the brief communication record between the operators and Kubota.

7/14 (Fri) The operator contacted Kubota that the MBR tripped out without alarm. I remotely logged in and checked the operation status. A permeate pump created several alarms and only 1 pump (another pump) was online. I asked the operator about it but did not receive an answer from her.

7/20 (Thu) The operator contacted Kubota that the MBR system stopped without alarm.

7/26 (Wed) The operator contacted Kubota that the IR pump won't run in Auto but will in Hand. During the investigation, I found that the FF flow meter was reading correctly. The MBR stopping without an alarm was the issue.

8/7 (Mon) Another operator replaced the I/O card for the flowmeter, and the issue was solved.

8/18 (Fri): The operator contacted Kubota for a PLC CPU issue. The programmer who made the program responded. New CPU was sent from the operator to the programmer to install the new program, and shipped back to the operator on 8/21 (Mon).

8/24 (Thu) The operator contacted Kubota that he installed the CPU on 8/23 in the morning and operated until 4am on 24th, then the process failure happened. I checked the operation remotely and saw that the trend data was missing at the failure. I advised the operator to do a CIP because the TMP was high enough to shut down the operation with high TMP alarm. The programmer talked with the operator and made some suggestions including checking wiring, ethernet connection, power bumping/spike.

8/25 (Fri) The operator contacted Kubota in the afternoon, and I decided to visit the site on Monday.

8/26 (Sat) The programmer advised the operator to check the PLC power supply.

8/28 (Mon) I visited the site. The operator told me that the MBR system was running without issue after he conducted a CIP. No action was taken as the plant was running well.

9/9 (Sat) The operator contacted Kubota that the plant was just restarted but kept failing. Logging into the HMI remotely showed all input signals were lost when the system stopped. I suggested checking the Ethernet cable connections and power supply.

9/10 (Sun) The operator contacted Kubota that the system failed repeatedly.

9/12 (Tue) – 9/14 (Thu) I visited the site.

2. On-site Observations (9/12-14, 2023)

Here is a copy of the email report to the operator as of 9/13

PLC

The PLC failed again, and I cannot do anything more.

It repeatedly failed and recovered, but it no longer works.

As John mentioned in the email below, the next consideration may be power supply of the PLC.



Output signal

Output signals are not working (red lights are flashing in the cards).

I think it is because of the PLC failure.

Please check if the lights turn green or do not light up after replacing the PLC.



VFD

The VFD for RAS#1 was replaced, and Overload Amps was set way higher than it has to be.

I changed from 10.5 Amp to 3.4 amps.

I heard from Sean that it was replaced last summer, so it isn't the cause of this issue.

UPS

The UPS had a red light and I asked the manufacturer for troubleshooting assistance.

The tech told me that the battery got too low in the past and cannot be recharged fully even though the battery level indicator shows full.

Please see the email from the manufacturer and replace the battery.

PXCUS-SM-Technical Service US-TechnicalService@phoenixcontact.com

Tatsuya Uejima,

Recently you requested personal assistance from our on-line support center. The response is as follows.

Your problem is that the output voltage of the battery is most likely well under the 19.2 V DC threshold. You should replace the battery. You most likely will not be able to find the 2320335 battery at a distributor since it has been discontinued for several months.

You should look for the 1354641- UPS-BAT/PB/24DC/40AH [UPS-BAT/PB/24DC/40AH - Energy storage - 1354641 | Phoenix Contact](#)
[QUINT-UPS/ 24DC/ 24DC/20 - Uninterruptible power supply - 2320238 | Phoenix Contact](#)

Best Regards,

Rob Warner

Phoenix Contact USA, Inc.

Toll Free: 800-888-7388

Customer Service: 800-808-7177

Technical Service: 800-322-3225

Thank you for contacting Phoenix Contact. Please reply to this email with any further questions regarding your topic.

How are we doing? Please let us know in this quick survey how we can improve: <https://surveys.phoenixcontact.com/EFM/se/371CE7F20EA8DED8?cn=1106164>

Customer using this UPS with the 2320335 battery.

DC ok is green on the UPS, there is a triangle alarm but the battery tree is full. They had a power outage and the UPS/ battery was not able to support the load for the required time and the PLC was damaged.

Additional comment

As the program has been working properly for a long time, it seems the issue was caused by a recent change(s).

The change could be the replacement of some parts or parts failure.

So, modifying the program will not fix the issue.

If you change something in the plant, please check it. Even if it is outside of the MBR system, the IP address of the equipment can conflict with the MBR's IP address.

We are happy to help to resolve the issue, but please work with your electrician to address the above possibilities.

Here is additional information as of 9/14 at 10:30am when I left the plant.

The operators replaced power supply earlier in the morning.

PLC

PLC runs now.

I/O light on the PLC doesn't turn on or blink.

RUN, OK and NS lights are ON, link 1 is blinking.

I/O card

All analog outputs are blinking in red in both control panels.

I think it is because the PLC isn't sending any signal.

Processor Fault

The processor fault light on the panel door is on.

CR1229 is not on. CR520 is on.

I swapped the relays with neighbors, no change.

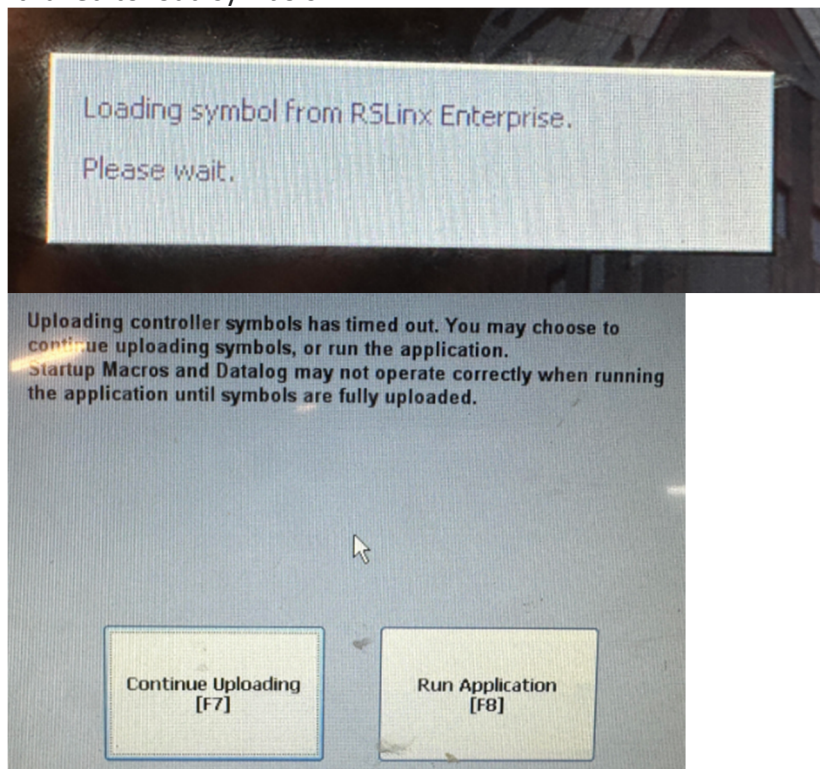
VFDs

VFDs are operational, the equipment can run from the physical switch.

Running speed from PLC was 15 Hz, probably minimum speed setpoint. It can be changed on the key pad.

HMI, Factory Talk

It failed to load symbols.



DC voltage

Output voltage from power supply is 24.12V

Input voltage to the PLC power supply is 23.88V

3. Update after I left the plant on 9/14

The operator informed me that the PLC started running and all output signals worked after an operator swapped the CPU with the old one.

The plant started running.

However, it failed again after 2 hours.

4. Comments

The issue seems to have started in July, and caused problems with several pieces of equipment.

I/O card of the FF flowmeter, PLC-CPU and PLC-Power Supply were replaced, and they worked for a short time, but the system failed again.

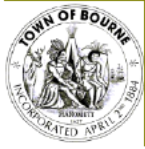
The old CPU and new CPU worked differently on 9/14, the old one worked but the new one didn't.

The new one worked when the operator installed new one while old one had issues.

As the PLC and HMI programs are the same as before, no changes were made, and they had been working properly. The cause of the issues are outside of the program. Some parts might have been damaged, but they are not identified yet. I heard from an operator that the police office has had issues because of incoming power. Incoming power might have influenced/ damaged the parts in the control panel (PLC-Power supply, etc?).

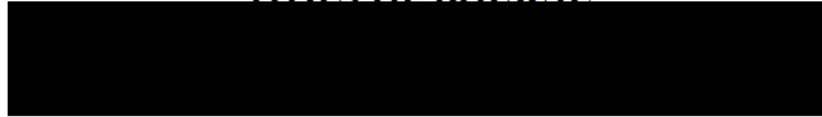
My recommendation is to have an electrician check each device in the control panel as well as the plant power supply.

(End of report)



TIMOTHY P LYDON, SIT,
CFM
ENGINEERING TECHNICIAN

TOWN OF BOURNE



24 PERRY AVE.
BUZZARDS BAY, MA 02532
PHONE: 508-759-0600 x1345 ● FAX: 508-759-8026
Email: tlydon@townofbourne.com



September 21, 2023

RE: Preliminary Allocation Fee for pending sewer application
LOCUS: 370 Scenic Hwy, Map 16.0 Parcel 13 (*Limit Area per Application/Plan dated August 2023*)
TO: Board of Sewer Commissioners (BOSC)
Bourne Recreation Authority
United States Army Corps of Engineers, New England District

Subject: Preliminary Allocation

Based on the most recently adopted Town of Bourne Sewer Use Rules & Regulations dated May 30, 2023 and outlined under Section 5.3 and 6.1 and further described in Attachement C (the fee schedule) the Engineering Department has provided the following fee breakdown.

Application and Design Review Fee: \$1,500

Preliminary Allocation Fee: Per the Bourne Sewer Regulations Sewer System Fee Structure, the proposed 8,910 gallons per day (gpd) is assessed to cost \$12,910 using the following formula:

$$\$5 \text{ per first } 1,000\text{gpd } (\$5,000) + \$1 \text{ per gpd after } (\$7,910) (91 \text{ campsites} \times 90\text{gpd}) = \$12,910$$

Per Section 5.3, projects not complete but have been granted Allocation by vote of the Board, shall be considered Preliminary Allocations. Per Section 5.3.4 §1b, the preliminary allocation fee is due within 30 days of the Boards approval. The developer or owner of such projects should have come before the Board within six months to meet the requirements for a Preliminary Allocation as stated in Section 5.3 herein and to pay the Preliminary Allocation Fee described herein minus the amount of fees paid previously.

Commercial Connection Fee: \$220.40 (\$150 base plus \$0.10 per square foot of building floor space, 704sf) due prior to Building Permit issuance

Sewer System Development Charge: \$304,275 (\$75 x 1550 frontage plus \$11,500 x 16.35 Acres) due prior to Building Permit issuance

Please see the relevant sections of the Sewer Regulations if you may have any questions.

Respectfully,

Timothy Lydon
Engineering Department

Maria Simone

From: gm@bournerecreationauthority.com
Sent: Wednesday, September 20, 2023 11:19 AM
To: Marlene McCollem
Cc: 'Gregory Folino'; 'Ellin Coughlin'; gallo.construction@verizon.com; 'donpickard'; [REDACTED]; 'John Morrill'; manager@galloarena.con; admin@bournerecreationauthority.com; treasurer@bournerecreationauthority.com; maint@bournerecreationauthority.com; 'Kathy Corradi'; 'Joe Henderson'; Timothy Lydon
Subject: BOURNE RECREATION AUTHORITY MEETING BVWITH THE CAPE COD CANAL CORPS OF ENGINEERS OFFICE PERSONNEL

Chairman MacDonald. Town Administrator McCollem; and Town Engineer Lydon:

On behalf of the members of the Governing Board of the Bourne Recreation Authority and our Management Staff....this memo is to inform you that on Wednesday, September 13, 2023 we met with the Cape Canal Corps of Engineers Canal Manager John MacPherson and Joseph Mazzola to discuss with them the application the BRA has filed with the Sewer Commissioners for possibly being able to connect approximately 90 sites in the Bourne Scenic Park Campground into the town sewer system. Our consultant, Joseph Henderson of Horsley & Witten described our overall project request and Park Manager John Morrill outlined the current operations within the Park.

After a short discussion, Canal Manager MacPherson stated that they had reviewed the information we had filed in our application and they have determined that this project is consistent with and meets the terms & regulations of the BRA's current Lease Agreement with the Corps. They further stated that have no objection to us going forward with this project with the town and the BRA agreed that we will continue to update them on the status of the project.

If you have any comments or questions on this email contact me....and...please share this correspondence with the Sewer Commissioners. Thank You.

For the BRA: Barry Johnson, GM

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.



MARY JANE MASTRANGELO, CHAIRMAN
JARED P. MACDONALD, VICE CHAIRMAN
JUDITH MACLEOD-FROMAN, CLERK
PETER J. MEIER
MELISSA FERRETTI

TOWN OF BOURNE

Sewer Commissioners

24 Perry Avenue ½ Room 101
Buzzards Bay, MA 02532-3496
www.townofbourne.com



Phone: 508-759-0600 x1503

June 3, 2022

Murat Taskaynatan
Wareham Pizza Company, d/b/a Domino's Pizza
2 Bourne Bridge Approach
Buzzards Bay, MA 02532

RE: Commercial Wastewater Allocation Policy and Grease Trap Waiver
LOCUS: 2 Bourne Bridge Approach, Map 20.3 Parcel 67.00

Subject: Preliminary Allocation

At a regularly scheduled meeting on October 28, 2021, the Board of Sewer Commissioners voted unanimously to approve a Preliminary Allocation of 500 gpd for a proposed project on file with the Engineering Department at the property located at 2 Bourne Bridge Approach.

External Grease Trap Waiver Conditions:

The external grease trap waiver for Wareham Pizza Corp d/b/a Domino's Pizza located at 2 Bourne Bridge Approach was approved on 10/28/21 with the following conditions:

1. The owner must provide a copy of the grease removal contract for the Domino's Pizza franchise located at 2 Bridge Approach 2F. The grease removal contract shall include the name of the grease generator (Domino's), the grease removal schedule and where the grease is being taken for disposal.
2. The owner shall install an internal grease trap and keep a log of when the grease trap is cleaned and have the log available for Sewer Department and/or Health Department personnel to periodically review.
3. The owner is to be notified in writing that if the Sewer Department finds that the grease is creating a problem in the collection system, further actions may needed to be implemented to protect the Town sewer system.
4. The waiver is valid for this applicant only. If the business changes hands or conditions listed on the application change, a new waiver shall be requested.

June 3, 2022

Allocation Fees:

Per the Commercial Wastewater Management Allocation Policy (the "Policy") for the Bourne Sewer System Fee Structure, the approved 500 gallons per day (GPD) is assessed to cost \$2,500.00 using the following formula:

$$\text{\$5 per GPD flow} \times 500 = \text{\$2,500}$$

Payment is due within 30 days.

You must request an Operational Allocation after receiving a Building Permit. Once approved, you will be assessed sewer development charges as well as user fees approved by the Board of Sewer Commissioners.

Please see the Policy if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marlene McCollem', with a long horizontal flourish extending to the right.

Marlene McCollem
Town Administrator

Thut, Kathleen

From: Lydon, Timothy
Sent: Monday, October 18, 2021 09:03
To: Thut, Kathleen
Cc: Cannon, Glenn
Subject: FW: Bourne - Domino's

Kathleen,

Here is email from Wareham Sewer describing that the outside grease interceptor was not required.

Timothy Lydon, SIT, CFM
Town of Bourne
Engineering Department
508-759-0600 x1345
tlydon@townofbourne.com

From: Guy Campinha [mailto:gcampinha@wareham.ma.us]
Sent: Wednesday, October 6, 2021 8:11 AM
To: Lydon, Timothy <TLydon@townofbourne.com>
Subject: RE: Bourne - Domino's

Good Morning.

I look forward to working together in the future .

We have a grease program and work very hard to apply regulations fairly in the best interest of the treatment plant, infrastructure and the user.

Dominos pizza was allowed to open with an indoor greasectrsp and an outside interceptor was not required.

After careful review we felt that there would be no impact to the system and treatment. They are required to maintain interior trap and provide records detailing conditions and levels.

If I can be of further assistance please feel free to contact me.

----- Original message -----

From: "Lydon, Timothy" <TLydon@townofbourne.com>
Date: 10/5/21 18:06 (GMT-05:00)
To: Guy Campinha <gcampinha@wareham.ma.us>
Subject: Bourne - Domino's

Mr Campinha,


Thank you for taking my call. Can you confirm that Domino's on Marion Rd in Wareham was not required to install an external grease trap?

Sincerely,

Timothy Lydon, SIT, CFM
Town of Bourne
Engineering Department
508-759-0600 x1345

memo

Town of Bourne

To: Board of Sewer Commissioners
From: Marlene McCollem, Town Administrator, 
CC: Erica Flemming, Finance Director
Michael Ellis, Town Accountant
Date: September 26, 2022
Re: Sewer Rate Recommendation

Based on the FY24 budget, with adjustments to be considered at the Fall Town Meeting, an annual rate of \$1,180 per user is necessary to maintain and operate the system. I recommend that you slightly decrease the rate for the second half of FY24 to \$590 per user. This rate will be reflected in the March commitment and billing.

Furthermore, I recommend an overage charge of \$0.02 per gallon be set for calendar year 2024.

Sewer Enterprise Fund Analysis

		Updated Calamar Users 1st half	Proposed 2nd Half (Increase Users)
	2.28.2023 Voted		
<u>Expenses:</u>	2024	2024	2024
Salaries	\$193,440	\$193,440	\$205,940
Purchase of Services	179,300	179,300	199,300
Supplies	20,700	20,700	20,700
Other Charges & Exps	375	375	375
Capital Outlay	47,500	47,500	95,000
Capital Outlay reduction			
Transfer to General Fund			
Debt Service	164,118	164,118	164,118
Reserve Fund	100,000	100,000	100,000
Wareham Operating Charge	441,526	441,526	441,526
Wastewater Facility Operating Cost	92,800	92,800	92,800
WWTF Chemical	12,000	12,000	12,000
WWTF Outside Services/Sludge Removal	12,000	12,000	12,000
WWTF SCADA/Fiber Communications	28,900	28,900	28,900
Wareham Capital Charge	295,008	295,008	295,008
EQ Basins	34,298	34,298	34,298
Indirect Expenses	157,003	157,003	157,003
Total Expenses	\$1,778,968	\$1,778,968	\$1,858,968
<u>Revenues:</u>			
Sewer Betterment Receipts	0	0	0
Betterment Payoffs	0	0	0
System Development Revenues/Prior Year Ret. Earnings	0	0	0
Retained Earnings	150,000	150,000	150,000
Miscellaneous Dept Revenue & Interest	35,000	35,000	35,000
GF Reserve Fund Transfer			
Sewer User fees			
Est. Overage fees	227,500	227,500	227,500
Sub-total	412,500	412,500	412,500
Amount Needed	1,366,468	1,366,468	1,446,468
Users	1070	1143	1226
Per Unit Sewer Charge	\$1,277	\$1,196	\$1,180

Town of Bourne
Proposed FY24 Sewer Supplemental Budget Adjustments

SoftRight				ATM	Proposed FTM	Change		
Fund	Page #	Dept.	GL #	GL Description	5.1.2023	11.6.2023	Inc (Dec)	Explanation
SEF		Sewer	60-999-400-442-5100-5111-999-99	Salaries - Dept Head	-	12,500 00	\$ 12,500.00	Allocate portion of Supt. Salary (6 Mos)
SEF		Sewer	60-999-400-442-5200-5211-999-99	Electricity	110,000 00	130,000 00	20,000.00	Adjust for expected increase in electrical cost
SEF		Sewer	60-999-400-442-5800-5870-999-99	Capital - Replacement Equip	45,000 00	90,000 00	45,000.00	Restore Capital Equipment Budget
SEF		Sewer	60-999-400-442-5800-5870-999-99	Capital - New Equip	2,500 00	5,000 00	2,500.00	Restore Capital Equipment Budget
							-	
Subtotal SEF Expense Adjustment							80,000.00	

CAPITAL IMPROVEMENT PROGRAM
EQUIPMENT PURCHASE OR RENTAL REQUEST

DEPARTMENT *Engineering/Sewer*
FY *2024*

Information should be as specific as possible including detailed equipment description, specific dollar amounts and how cost estimates have been determined (bid list, 3 quotes, etc.)

NAME OF EQUIPMENT NAME: *Buzzards Bay Wastewater Treatment Facility Critical Spares and Replacement Parts*

REQUESTING DEPARTMENT: *Engineering*

FORM OF ACQUISITION (Purchase, Lease or Rental): Purchase

REPLACED ITEM(S) *30*

Describe Replaced Item: Inventory Number, Make, Model, Year, Serial Number, Years of Service, Mileage or engine Hours. See attached Weston & Sampson (W&S) critical spares list attached.

NEW EQUIPMENT DESCRIPTION: Make, model, year and description of function: *See attached W&S list.*

NUMBER OF UNITS REQUESTED: *33*

How many units of this equipment are currently in the department? *31* How many units of this equipment will there be if this equipment is acquired? *1*

DESCRIPTION OF NEED AND JUSTIFICATION

Describe how this equipment is used. *Backups to critical components*

Describe why the equipment needs to be acquired or replaced. *To limit plant failure downtime and excessive costs if trucking effluent is required.*

Describe impact on the department if the equipment is not acquired.

EQUIPMENT USEFUL LIFE (Years) *3-5 years*

Describe the useful life of the equipment and any factors which might extend or shorten the useful life of the equipment.

ACQUISITION COSTS (Attach estimates or supporting documentation)

Purchase Price or Annual Rental (per unit and total) See attached list.

Plus: Installation or other costs (per unit and total)

Less: Trade-in or discount (per unit and total)

Net Purchase Cost or Annual Rental (per unit and total) *69,000*

NUMBER OF SIMILAR ITEMS IN INVENTORY

In the Requesting Agency *0*

In other Municipal Agencies *0*

CAPITAL IMPROVEMENT PROGRAM
EQUIPMENT PURCHASE OR RENTAL REQUEST

RECOMMENDED DISPOSITION OF REPLACED ITEM(S)

Use by Other Agencies, Trade-In, Salvage, Sale – Specify use if applicable. N/A

EQUIPMENT FUNDING SOURCES

Are there any specific funding accounts or grants that can be used for this equipment\purpose?

Sewer Enterprise Fund

Please describe specifically with dollar amounts all proposed funding sources. *\$69,000 from Sewer Enterprise Fund*

REVENUE GENERATED BY EQUIPMENT

Is there current revenue related to this equipment? *N/A* If so, describe the current revenue and expenses and how the equipment acquisition will impact revenue and expenses. *N/A*

Will current revenue be lost if the equipment is not acquired? *N/A*

What is the estimated payback (in years) on the equipment? *N/A*

IMPACT ON OPERATING & MAINTENANCE COSTS:

Are there any additional salaries, operating or maintenance costs expected?

PRIORITY

Please describe and rank the priority of this capital expenditure based on your perception of the importance of the equipment for your department and the Town in terms of both operating and capital budget needs. *Medium to High Priority*

Also, please rank the project based on the criteria approved by the Capital Outlay Committee.

Has this equipment been included as a request in prior five-year capital improvement plans?

Has this project previously been deferred? *No* If yes, have there been any impacts from this deferral. *Yes, WWTF failure and diverting entire sewer flow to Wareham.*

Will the requested equipment have a positive impact or effect of the environment? *Yes* If yes, please explain. *Limiting failure duration can prevent a Sanitary Sewer Overflow (SSO).*

Other comments: *The Town's wastewater operator is Weston & Sampson Services. The list was compiled by W&S since our WWTF was down for almost 2 weeks in August 2023. The critical spare and replacement parts will allow a rapid response to equipment failures in the future and will keep our inventory complete for a few years (barring a major failure in the meantime).*

Buzzards bay(Bourne) WWTP critical spares list

Compiled 8/28/2023 by S.Malonson and G.Malonson

This list is based on the plants current spares inventory, the history of failed equipment of this plant and prior experience with wastewater treatment plants, in particular, Kubota membrane plants.

Authors- George Malonson, Plant operator WSS

- Sean Malonson, Maintenance Foreman, SE maintenance WSS

PLC, instrumentation, electrical

The plant has three(3) PLC's , all 3 are different and will need spares in the event of a failure. The plant has some spare parts, having the requested items as spares will dramatically decrease downtime in the event of a failure. The prices are subject to change with market fluctuations.

Point i/o power supply (good for 2 of 3 PLC's) - \$1100

Compact logix CPU (good for 2 of 3 PLC's) - \$3300 *will need to be sent out for programming prior to install

4-20mA input card - \$2000 each (requesting 2 cards)

4-20mA output card - \$2450 each (requesting 3 cards)

24v output card - \$770 each (requesting 3 cards)

Relay output card - \$305 each(requesting 3 cards)

Office cabinet PLC

Input card \$400 each (requesting 2 cards)

Output card \$1700 each (requesting 2 cards)

Analog input card \$1700 each (requesting 2 cards)

Analog output card \$5300 each (requesting 2 cards)

Please note the office cabinet is utilizing an Allen Bradley compact logix PLC. Allen Bradley has retired the compact logix system as of June 2016, with this in mind, an actionable plan should be in order to migrate the program to a newer PLC system within the next 5 to 7 years. My suggestion would be to install the Allen Bradley point i/o system, as it is already in use in the plant and the spares can carry over to either application.

2nd PLC in office cabinet

Allen Bradley micrologix 1400 - \$3100

This PLC is a "all in one" type system and has built-in inputs and outputs, therefore there is no spares to have but a full unit replacement. We believe the unit is a tie -in, to the main system from the compactor units. Within the 5 to 7 year plan with the compact logix system, we would consult a programmer on

eliminating this PLC all together if possible by tying the two office cabinet programs together. It is also good to note here that Allen Bradley is retiring the micrologix system as well as of 2023. While we can still acquire these PLC's, soon enough they will become very difficult (and expensive) to get.

Pumps, blowers and chemical feed pumps etc

Forward feed pumps - \$1650 each

Recirculation pumps - \$2200 each

Permeate pumps - \$800 each

Effluent pumps - \$6400 each

Blower unit \$4000 each (requesting 2 units)

Chemical feed pumps \$1500 each

Rotometer style flowmeter \$330 each (request 2)

Tank level head unit \$2000 each (same unit is used throughout the plant, can be used for any tank level)

Actuated effluent valve assembly \$2000 each (request 2)

Flammables cabinet \$1500

Please feel free to call me if you have any questions/concerns about this list or any items on this list

Sean Malonson (987) 979-0735

CAPITAL IMPROVEMENT PROGRAM
EQUIPMENT PURCHASE OR RENTAL REQUEST

DEPARTMENT *Engineering/Sewer*
FY *2024*

Information should be as specific as possible including detailed equipment description, specific dollar amounts and how cost estimates have been determined (bid list, 3 quotes, etc.)

NAME OF EQUIPMENT NAME: *Sewer Collection System Air Release Valve Replacement*

REQUESTING DEPARTMENT: *Engineering/Sewer*

FORM OF ACQUISITION (Purchase, Lease or Rental): Purchase

REPLACED ITEM(S) *4*

Describe Replaced Item: Inventory Number, Make, Model, Year, Serial Number, Years of Service, Mileage or engine Hours. See attached Weston & Sampson (W&S) quote.

NEW EQUIPMENT DESCRIPTION: Make, model, year and description of function: *See attached W&S list.*

NUMBER OF UNITS REQUESTED: *4*

How many units of this equipment are currently in the department? *0* How many units of this equipment will there be if this equipment is acquired? *0*

DESCRIPTION OF NEED AND JUSTIFICATION

Describe how this equipment is used. *Critical replacement component to our sewer collection system.*

Describe why the equipment needs to be acquired or replaced. *Flooding has already occurred as a result of deferred maintenance.*

Describe impact on the department if the equipment is not acquired. Possible failure and SSO at each location. SSO cleanup is expensive.

EQUIPMENT USEFUL LIFE (Years) *20 years*

Describe the useful life of the equipment and any factors which might extend or shorten the useful life of the equipment. Typical air valve maintenance.

ACQUISITION COSTS (Attach estimates or supporting documentation)

Purchase Price or Annual Rental (per unit and total) *3000ea and 12,000 total*

Plus: Installation or other costs (per unit and total) *2000ea and 8,000 total*

Less: Trade-in or discount (per unit and total) *N/A*

Net Purchase Cost or Annual Rental (per unit and total) *20,000*

NUMBER OF SIMILAR ITEMS IN INVENTORY

In the Requesting Agency *0*

In other Municipal Agencies *0*

CAPITAL IMPROVEMENT PROGRAM
EQUIPMENT PURCHASE OR RENTAL REQUEST

RECOMMENDED DISPOSITION OF REPLACED ITEM(S)

Use by Other Agencies, Trade-In, Salvage, Sale – Specify use if applicable. N/A

EQUIPMENT FUNDING SOURCES

Are there any specific funding accounts or grants that can be used for this equipment\purpose?

Sewer Enterprise Fund

Please describe specifically with dollar amounts all proposed funding sources. *\$20,000 from Sewer Enterprise Fund*

REVENUE GENERATED BY EQUIPMENT

Is there current revenue related to this equipment? *N/A* If so, describe the current revenue and expenses and how the equipment acquisition will impact revenue and expenses. *N/A*

Will current revenue be lost if the equipment is not acquired? *N/A*

What is the estimated payback (in years) on the equipment? *N/A*

IMPACT ON OPERATING & MAINTENANCE COSTS:

Are there any additional salaries, operating or maintenance costs expected?

PRIORITY

Please describe and rank the priority of this capital expenditure based on your perception of the importance of the equipment for your department and the Town in terms of both operating and capital budget needs. *Medium to High Priority*

Also, please rank the project based on the criteria approved by the Capital Outlay Committee.

Has this equipment been included as a request in prior five-year capital improvement plans?

Has this project previously been deferred? *Yes* If yes, have there been any impacts from this deferral. *Yes, flooding has occurred.*

Will the requested equipment have a positive impact or effect of the environment? *Yes* If yes, please explain. *Limiting failure can prevent a Sanitary Sewer Overflow (SSO).*

Other comments:

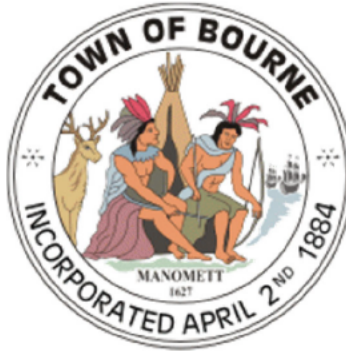
Manhole ARPA project – BOSC update 9/26/23

Remaining Work Items:

1. Confirm alarm issue is corrected
2. Tie low float at Way Ho into Mission dialer (I've been informed that this has been done at Taylor Point on 9/12)
3. Have Mission set the alarms up correctly on their end so they know what they are monitoring
4. Retest function at both sites with BETA personnel present to confirm all alarms, callouts and audible/visible alarms are functioning properly
5. Confirm what is sending alarms (transducer, high & low floats or all 3)
6. Replace explosion proof grout in conduit seals at Taylor Point (Way Ho should still be intact)
7. Provide O&Ms for both stations
8. Reseed Taylor Point

Town of Bourne

Request for Proposal



LOW PRESSURE SEWER SYSTEM IMPROVEMENTS PHASE 1

ISSUED: SEPTEMBER 8, 2023

LAST DATE FOR QUESTIONS: SEPTEMBER 28, 2023, NOON

PROPOSALS DUE NO LATER THAN: OCTOBER 6, 2023, 4:00 PM

DIRECT PROPOSALS TO: ADMINISTRATION OFFICE
24 PERRY AVE
BUZZARDS BAY MA 02532

CONTACT: Liz Hartsgrove, Asst. Town Administrator
508-759-0600 ext 1355
ehartsgrove@townofbourne.com

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Bourne website (www.townofbourne.com) for any addenda or modification to this solicitation, if they intend to respond. The Town of Bourne accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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I. INTRODUCTION AND BACKGROUND.

The Town of Bourne Administration office on behalf of the Bourne Engineering Department is soliciting proposals from highly qualified engineering firms (“Consultant”) to provide professional engineering services for the design, bidding and construction oversight and inspections services to Phase 1 of improvements to the municipal low pressure sewer system including specifications and bid documents for the upgrade/replacement of submersible grinder pumps.

The Town’s Low Pressure Sewer System (LPSS) is located in the Buzzards Bay Village and Hideaway Village (see map in Attachment 1). Various replacements and repairs have resulted in inconsistencies within the system. The Town of Bourne has elected to spend ARPA funds and other resources to replace several of the submersible grinder pumps and electrical components within the LPSS portion of the system.

Phase 1 will be the Hideaway Village neighborhood. There are 9 manholes with 2 submersible grinder pumps located within each manhole.

After bidding, the consultant will recommend award to a contractor to install the pumps and make all necessary upgrades in order to bring the current system to code (including, but not limited to: conduit, electrical service lines, alarm panels, etc). Including plumbing, electric, and minor excavation work and oversight responsibility. Construction inspection shall be required to meet all design specifications and in compliance with all applicable laws and regulations.

The Town of Bourne reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town. The contract and its award process are not subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B or the Designer Selection Law, Chapter 7C. Issuance of this Request for Proposal does not signify the Town’s submission of this service to the provisions of the Act, and the contract and award will be made at the Town’s discretion. Award of a contract resulting from this Request for Proposal shall be in strict accordance with the requirements of this document.

A. TOWN OF BOURNE BACKGROUND.

The Town of Bourne is a vibrant and historic Cape Cod community located at the gateway to the distinctive region in Massachusetts with approximately 20,500 year-round residents, increasing to 40,000 during summer months. Just under half of the 26,200 acreage of the Town is owned by the Federal government and the Commonwealth of Massachusetts for use as a military base (occupied mostly on the eastern portion of the town) and area bordering the Cape Cod Canal.

The canal dissects the town into two parts, providing challenges with accessibility to programs and services. As a result of this geographic make up of town, many residents feel isolated from other parts of town either having to drive over the bridges to cross the canal or travel great distances to skirt around the military base.

II. KEY DATES FOR THIS PROPOSAL.

The table below shows the intended schedule for this proposal. The Town will make every effort to adhere to this schedule.

Key Dates for this Proposal	
September 8, 2023	RFP available on the Town of Bourne website www.townofbourne.com and posted at Town Hall
September 9, 2023	Advertised in the Bourne Enterprise
September 1, 2023	Posted in COMMBUYS
September 3, 2023	Advertised in the Cape Cod Times
September 7, 2023	Posted in Central Register Designer Selection
September 28, 2023	Last day for written questions due to Assistant Town Administrator, no later than 12noon.
October 6, 2023	Proposals due, no later than 4:00pm to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532
Week of October 9, 2023	Optional Interview period/selection of Most Advantageous Proposer
October 23, 2023	Estimated start date

III. PROPOSAL INSTRUCTIONS.

A. INSTRUCTION TO PROPOSERS.

1. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
2. Questions or clarifications rising from these documents shall be submitted in writing to the Assistant Town Administrator at ehartsgrove@townofbourne.com. They must be submitted in accordance with Section II "Key Dates for This Proposal." Answers to questions will be made in writing and posted as an addendum on the Town's website at www.townofbourne.com/home/pages/procurement-office. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
3. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
4. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
5. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.

6. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
7. It is understood that the firm/individual's Proposal to the Town to provide said services and products will remain valid for 90 days past the submission deadline.
8. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
9. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix C).
10. All costs involved in preparing the Proposal will be borne by the vendor; the Town, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
11. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
12. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. If the proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
13. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
14. Proposals shall be submitted to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
15. The evaluation of the Non-Price Technical Proposals will be conducted by a committee appointed by the Town. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
16. The Non-Price Proposals will be opened on the date and at the time stated in the "Legal Advertisement" the name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened privately and will not be disclosed to the public or competing proposers until the evaluation process is completed.
17. The Price Proposals will be opened only after the evaluation has been completed.
18. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

19. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the Town. The Evaluation Committee will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document terms and conditions.
20. Services provided by the successful proposer shall be rendered through the Town's standard contract for services; a sample copy is included in this RFP packet. The successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.
21. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
22. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. IF THE CONSULTANT'S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSAL MUST BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. PRE-PROPOSAL CONFERENCE

None.

C. QUESTIONS AND CLARIFICATIONS.

Questions requiring clarification shall be submitted in writing to the Assistant Town Administrator prior to the date indicated in Section II, KEY DATES in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

D. NOTIFICATION OF AWARD.

All proposers will be notified of the selection decision within 90 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. CONTRACT

This Request for Proposal, as well as the selected firm/individual's proposal, and any addenda to that proposal will become part of the final contract.

1. The Contract shall be subject to Force Majeure considerations. Either party hereto, shall be excused from performance of any act under the contract if

prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. In the event that the extension is not possible, the Consultant may be required to rebate to the Town a portion of the fee.

2. It is agreed, however, that since performance dates of this Contract are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the Consultant, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this Contract in accordance with the provisions of the section entitled "Termination of Contract".

F. FAILURE TO PERFORM

It is expected that if the Vendor does not fulfill the terms of the agreed upon contract, the Town of Bourne may contract with another Vendor to provide the necessary service. If the costs associated with the second Vendor exceed the costs associated with the awarded Vendor, the Town of Bourne reserves the right to collect the difference from the awarded Vendor. This may also include court costs and legal fees associated with the collection of the monies owed the Town.

G. TERMINATION OF CONTRACT

Subject to the provisions of the section explaining Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) calendar days after written notice of such failure or violation is received by the Vendor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminating, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

H. INSURANCE REQUIREMENTS

1. Indemnification

The Consultant shall indemnify, defend and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, of or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of this Consultant, subcontractors and their agents or employees in the performance of the work covered by this Contract and/or their failure to comply with terms and conditions of this Contract.

The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Consultant under contract with the TOWN.

2. General Requirements.

(a) The Consultant shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Bourne. All such insurance carried should not be less than the kinds and amounts designated herein, and the Consultant agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Consultant to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Consultant shall defend, indemnify, and hold harmless the Town of Bourne, its elected or duly appointed officers, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the Consultant, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the Contract.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Bourne and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Consultant will provide copies of certificates of insurance to the Town of Bourne, Administration office.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Consultant. Annually, at time of Consultant's policy renewal, updated insurance certificates shall be sent to the Town of Bourne, Administration Office, 24 Perry Ave, Bourne, MA 02532.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Bourne at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Consultant.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Bourne and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Consultant shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (as may be required) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. Workers' Compensation Insurance

The Consultant shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

5. Excess Liability Insurance (as applicable to each requirement)

The Consultant shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

6. Other Liability (as may be necessary)

(a) The Town of Bourne reserves the right to request proof of other insurance coverage depending upon the job for which the Consultant is hired. (b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Consultant. Consultant's insurance shall be primary insurance to all insurance carried by Owner.

I. MONITORING

On a regular basis, appropriate members of Town may review the firm/individual's operations and inform the firm/individual if there are any issues associated with the service provided by the firm/individual. In light of serious infractions, illegal activities, or potential harm to the environment, the Town Administrator, Assistant Town Administrator or designees will have the authority to cease any and all proposer operations at any time.

J. LICENSES AND PERMITS (RESERVED)

The proposer is responsible for obtaining (unless already obtained) and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the proposal. If a permit is not currently held or the application process is pending, the Consultant should indicate such. The Town reserves the sole right to decide if the contract may be awarded to the Consultant despite the failure to produce the actual relevant permits, licenses and certificates or copies thereof. Permits, licenses and certificates must be held in force throughout the terms of the services as contracted.

K. MISCELLANEOUS INFORMATION

All information acquired by the firm/individual from the municipality or from others at the expense of the municipality in performance of the Contract, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and remain the property of the Town.

The firm/individual agrees that he will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

L. FUTURE WORK

Any work outside of the contract resulting from this RFP must be negotiated and agreed to by both parties, in writing prior to the work commencing.

M. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION.

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the Massachusetts Supplier Diversity Office (SDO), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SDO certification. For further information on SDA qualifications, or access to SDO vendor lists, contact the State Diversity Office for assistance at (617) 502-8831

The Town of Bourne will require Consultants and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Consultant and all of (his/her) Sub-Contractors (wherein after collectively referred to as the Consultant), for him/herself, his/her assignees, and successors in interest, agree as follows:

The Consultant, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The Consultant by signing the contract offered by the Town agrees to abide by the above paragraph.

IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS.

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements or the instructions to proposers found in this document:

1. The consultant shall be a registered Professional Engineer, in the Commonwealth of Massachusetts. (Documentation to be provided).
2. The consultant must have a minimum of ten (10) years' experience in similar type projects in Massachusetts (Documentation to be provided).
3. The proposal must be from an established business, corporation, partnership, firm or individuals who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be a complete list; sample is acceptable) and number of employees is required.
4. Possess all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the function of the CONSULTANT.
5. The proposal must be received in the Administration Office before the deadline for receipt of proposals as stated in Section II, KEY DATES, and must be complete (must include or address all items specified in Section IV -- Proposal Submission Requirements).
6. All proposals shall be submitted to the Administration Office as stated in "Legal Advertisement"- Appendix K. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
7. The proposer must have signed the Certificate of Non Collusion and the State Taxes Certification Clause (Appendix C), and include in the proposal package.
8. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
9. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. QUALIFICATIONS/STAFFING REQUIREMENTS

1. Qualifications of the Consultant

The Consultant shall meet the minimum requirements defined above in Section IV.A and the proposal shall include the following:

- a. A description of the consultant's approach to this project. **A matrix of expected tasks with associated man-hours, disciplines/staff, methodology demonstrating an understanding of the community's needs, and the consultant's expectations of assistance and services from the Town. (included non-priced matrix in technical proposal and priced matrix in price proposal)**

- b. An applicant qualifications statement, including academic and professional work experience attesting to capacity to perform the required work program. Resumes are required for all project personnel.
- c. A client reference list, with names, addresses, and telephone numbers, especially for clients for whom the consultant has performed similar services in the past. A minimum of five (5) references of similar municipal type design projects worked on in the past five (5) years. References shall include a brief description of the project along with the size of the project and contact information of the project owner.
- d. Any other information deemed relevant to the project, and which the consultant believes will further the competitiveness of the proposal, including work samples from similar completed projects.

2. Project Staffing

The Proposer must set forth the staffing to be utilized for this service, including qualifications and experience.

- a. Each individual, their duties, the number of hours each will spend providing this service must be broken down into the following categories:
 - Name
 - Work Assignment Responsibilities
- b. Consultants must be prepared to contractually commit all individuals as submitted in their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of Contract to any contractual agreement, which may result from this Request for Proposals.
- c. Should it become impossible for a contractually committed individual to complete his/her duties, for a reason such as termination of employment, any change will in the CONSULTANTS staffing as outlined in the proposal will be subject to the approval of the Town. The Project Manager shall notify the CONSULTANT within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

C. TECHNICAL SCOPE OF SERVICES/SPECIFICATIONS.

1. PROJECT OVERVIEW

The goal of this project is for the consultant to:

- Understand the previously completed evaluation recommendations;
- Perform any necessary preliminary work required for the design; and then,
- Produce preliminary and final designs, bidding documents, and associated cost estimates and scheduled for the upgrade/replacement of submersible grinder pumps within Phase 1, Hideaway Village.

A suggested minimum list of tasks for the project is outlined below. The consultant is expected to identify any scope adjustments they feel are required to complete the project within their proposal.

2. SUGGESTED SCOPE OF WORK

This effort is expected to be highly collaborative with the Town's team, and will include Preliminary Design, Final Design and Bidding as described below.

The following scope of work is suggested to accomplish the intent stated above.

Preliminary Design Phase

This phase will include but is not limited to:

- Kick-Off Meeting. All Town documents prepared and handed off to engineer (GIS: sewer, parcels, drainage; record construction plans c. 1990)
- Review and examine existing low pressure sewer system and evaluation reports within Hideaway Village.
- Conduct site investigations required to design the project including existing condition assessments of manholes, grinder pumps, pump mechanicals, conduits, electrical service lines and alarm panels for each pump location.
- Establish standard design criteria, and then work with the Town on identifying appropriate treatment processes and equipment.
- Prepare Preliminary Design Phase 1 documents, consisting of final design criteria, preliminary drawings (30%), outline of the specifications and written descriptions of the Project.
- Based on the Preliminary Design, create a Total Cost Estimate and schedule.
- Based on the Preliminary Design, identify any permitting requirements and assist the Town in obtaining those permits.
- Submit the Preliminary Design Phase documents to the Town for review and comment.
- Meet with the Town to discuss their comments on the Preliminary Design Documents.

Final Design Phase

This phase will include but is not limited to:

- Prepare 90% Drawings and Specifications for review by the Town. Note, Division 0 for the specifications may need to be based largely on the Town's standard bidding documents, and will need to be approved by the Town.
- Update and submit the 90% Total Cost Estimate and 90% project schedule to the Town.
- Finalize any permitting as required, including an Erosion and Sediment Control Plan to the Conservation Agent.
- Meet with Town, receive comments on the 90% Drawings and Specifications.
- Based on Town's comments, finalize the Drawings and Specifications creating documents appropriate for bidding.
- Create and submit a final Total Cost Estimate and projected project schedule.
- Provide electronic and paper versions (1 copy) of the Bidding Documents for the Town's use.

Bidding Phase

Bidding will be conducted by the Town however the consultant should expect to provide the following at a minimum:

- Answering questions on the bid documents and design as needed.
- Attend a prebid meeting with the Town.
- Create addenda as appropriate and directed by the Town to clarify, correct or change the bidding documents.
- Provide information or assistance needed by the Town in the course of any negotiations with prospective contractors.
- If required by the bidding documents, evaluate and determine the acceptability of “or equals”, substitute materials, substitute equipment, and bid alternatives proposed by bidders.

Meetings

The Town expects to conduct review meetings during design. The Town’s preference is to conduct the majority of said meetings via Zoom (which the Town can host), or a similar service. Please list in your proposal a unit price for meetings, and account for 4 meetings (total) during the Preliminary and Final Design, prebid meeting, one (1) public meeting with the Board of Sewer Commissioners to present plan for construction/restoration and traffic mitigation, and up to two (2) construction progress meetings.

Construction Phase

This phase may include the following tasks:

- Act as Owner’s (Town) representative as provided in the Construction Contract. Duties include, but not limited to:
 - Issue all of Owner’s instructions to Contractor
 - Show drawing review
 - Clarification and interpretations of the Contract Documents
 - Pay Requisition review
 - Reviewing, and after consultation with the Owner, address any Requests for Information (RFIs)
 - Review and make recommendations to owner on all Change Orders
 - Review and recommendations of Pay Requisitions
 - Site visits, identifying and addressing defective work
 - Any testing required to ascertain the work has been adequately performed
 - Start-up and Testing of new equipment as required
 - Assembly of Operations and Maintenance manuals
 - Creation of Record Drawings
 - Provide a Resident Project Representative (RPR). Anticipated to be part-time.
 - Project closeout.

3. SCHEDULE/PROJECT TIMELINE

The Consultant, in their response to the RFP, shall put forth a reasonable schedule for accomplishing the Scope of Services. Once the contract is executed, is expected to be carried out through **until _____, 202__**. Anticipated tasks and deliverables for Phase 1 are provided below. The Town will coordinate a definitive schedule with the

selected consultant. The proposer may include additional steps, milestones or details as needed.

Task	Milestones
Initial Meeting with Town Staff and Departments, and/or other participants.	
Preliminary Design Phase	
Final Design Phase	
Bidding Phase	
Construction Phase	

All deliverables and tasks shall be completed and all documentation and invoices submitted to the town within 12-months of Notice of Award.

D. FINANCIAL SCOPE OF SERVICES

Total cost for all aspects of the total project work.

Proposer shall specify a Fixed Fee for all aspects performing the specified project work. Please note that the Town cannot pay up front for work or offer any kind of deposit. The Town reserves the right to hold back payment for outstanding tasks despite contractor's final submission of the plan. The Price Proposal worksheet provided in **Appendix B** must be filled out and submitted. Specific additional information concerning the costs associated with operations, expenses the proposer will bear, and any reference to compensation must be included in the firm fixed price proposal section.

The price proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the proposal can be mentioned in the technical or non-price portion of the proposal. Failure to meet this stipulation may cause the proposal to be rejected.

E. ADDITIONAL NARRATIVE INFORMATION

1. A listing of all required references with name, title, and telephone number, with descriptions and costs of prior similar contracted services completed;
2. A general company profile or brochure and list of key personnel who will participate on this project with resumes included;
3. If applicable, and the company is not registered in Massachusetts, proof of registration with the Massachusetts Secretary of State as a "foreign" corporation authorized to do business in the Commonwealth of Massachusetts. See website at <http://www.sec.state.ma.us/cor/coridx.htm>;
4. The identification of any and all consultants and/or subcontractors who will work with the proposer with resumes attached; and the proposer's approach to management of all identified subcontractors, if any;
5. Evidence of financial stability;

6. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project; and Technical and Price proposals as required.

F. MISCELLANEOUS REQUIREMENTS

Public Relations. The Town and the contracted firm/individual shall cooperate in maintaining good public relations throughout the period of this project.

G. PAYMENTS

Payments will be made upon receipt of invoices for completed work. No payments will be made in advance of service. Invoices will be submitted to the attention of the Town Administration Offices, 24 Perry Ave, Buzzards Bay, MA 02532, for review and payment.

V. PROPOSAL EVALUATION

The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the Chief Procurement Officer/Town Administrator. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the eight (8) criterions may contain ratings of:

Not Advantageous
Advantageous
Highly Advantageous

An “Unacceptable” rating in any one of the criterions will eliminate the proposal from further consideration.

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous, the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer/Town Administrator, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

CONSULTANT TO SPECIFICALLY ADDRESS ALL EVALUATION QUESTIONS IN YOUR PROPOSAL SUBMITTAL IN THE ORDER BELOW, CLEARLY LABELED.

A. MINIMUM EVALUATION CRITERIA

Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.

1. Minimum Requirements:

Vendors must meet the minimum requirements as specified in Section IV-A.

B. COMPARATIVE EVALUATION CRITERIA

1. DEMONSTRATED EXPERIENCE IN PROVIDING SIMILAR PROJECT WORK TO MASSACHUSETTS MUNICIPALITIES. (Documented examples are required. Information should include phone numbers and contacts)

Not Advantageous	Less than ten (10) years of experience in providing similar services to Massachusetts municipalities.
Advantageous	A minimum of ten (10) but less than fifteen (15) years of experience in providing similar services to Massachusetts municipalities.
Highly Advantageous	More than fifteen (15) years of experience in providing similar services to Massachusetts municipalities.

2. CURRENT FIRM CAPACITY. List of significant current work and work completed in the last five (5) years as well as projects in-house but not yet begun; quantify.

Not Advantageous	No or limited current work listed or Firm capacity may be challenged by current work load when taking on this new assignment.
Advantageous	Firm capacity appears to be able to handle this assignment with the given work load.
Highly Advantageous	Firm capacity can easily handle this assignment with their given work load.

3. STAFFING.

- a. Key Personnel:** Professional background, caliber and staff availability for project; quantify staff and discipline; describe the % of time to be committed to the project by the key members of the project team.
- b. Outside Consultants:** Qualifications and experience of firms regularly engage by the Engineer; describe the % of time to be committed to the project by the leadership of the project team.
- c. Team Organization:** Chart and describe team organization, listing key individuals.

Not Advantageous	The staffing information provided may meet the Town's needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.
Advantageous	The staffing information and team organization plan provided will meet the needs of the Town, and includes a staffing plan that will meet the Town's needs with adequately qualified professionals with defined roles.

Highly Advantageous	The staffing information and team organization provided exceeds the needs set forth by the Town and demonstrates the proposer's commitment towards assigning their most experienced and equipped staff and resources into this project. Project roles and responsibilities are clearly defined.
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4. PROJECT DISCUSSION & SCOPE OF WORK

a. Project understanding & Challenges

b. Project Approach

Not Advantageous	The response indicates the proposer may understand the Town's needs, but the plan provided is not clear enough to make a determination. The proposer's approach does not instill confidence in a plan to complete the project in a well thought out manner.
Advantageous	The Scope of Services response provided indicates the proposer will meet the needs of the Town; and shows the proposer's understanding of the project and their approach to the work required to complete a successful project.
Highly Advantageous	The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Town; shows the proposer's understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.

5. PROPOSED SCHEDULE.

Not Advantageous	Proposed schedule provided but did not demonstrate the proposers' ability to complete the project in a well thought out manner.
Advantageous	Proposed schedule adequately demonstrated their understanding of the project and to meet the requirements of the Owner's review and approval cycles.
Highly Advantageous	Proposed schedule demonstrated their complete understanding of the project, ability to monitor and keep the project on schedule. The firm understands the time required to complete a successful project and has clearly demonstrated their process which will meet the requirements of the Owner for timely reviews and approvals.

6. GENERAL IMPRESSION OF PROPOSAL.

Not Advantageous	Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town but was not overly impressed by proposer's expression of ability.
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Advantageous	Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town, and shows the proposer's commitment to the Town and the project.
Highly Advantageous	Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town, communicates well and shows the proposer's commitment to the Town and the project. The Evaluation Committee is confident in the provider's overall ability to provide and administer the services as required by the Town.

C. INTERVIEW.

After review of the technical proposals, the Evaluation Committee may interview qualified, responsive and responsible proposers. Proposers whose submittals do not meet the minimum requirements or that are determined not advantageous will not be interviewed.

In accordance with those interviews, the Evaluation Committee will then rank those finalists and make recommendation of award to the Town Administrator as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Town Administrator, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Administrator, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Administrator.

Reimbursement for expenses uncured for this interview will not be forthcoming to either the awarded Consultant or any other candidate asked to be interviewed. The Town of Bourne reserved the right to change the interview period or to extend the dates during which interviews may be undertaken.

D. RULE FOR AWARD.

The award of this contract will be made taking into consideration the evaluation criteria, the interview process (if necessary), and the price proposal based on the consensus of the Evaluation Committee in determining the proposer that is in the best interest and is most advantageous to the awarding authority.

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

Two (2) separate sealed envelopes: first envelope containing one (1) original unbound copy of the non-price technical proposal marked, along with a thumb drive containing an electronic (PDF) copy of the technical proposal. No price information should be included as part of the electronic submittal; and, second envelope containing one (1) original price proposal.

Envelope 1:

Containing one (1) original unbound copy of the non-price technical proposal marked, along with a thumb drive containing an electronic (PDF) copy of the technical proposal. No price information should be included as part of the electronic submittal

“Low Pressure Sewer System Improvements Phase 1 (Technical Proposal, Non-Price)”.

- a. Appendix A - Required Form 1: Proposal Cover Sheet including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- b. Non-Price Technical Proposal
- c. Appendix C – Required Form 3: Combined Certification of Tax Compliance, and Non Collusion
- d. Evidence of financial stability. The Town reserves the right to request additional financial information from any proposer who does not submit adequate information to allow the Town to make a reasonable determination of financial capability.

Complete proposals must include the following:

- a. An expanded scope of services for all work required;
- b. A listing of all current and past public and private projects of a similar nature with name and telephone number of reference person to contact;
- c. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;
- d. The identification of any-and-all vendors who will work with the proposer with resumes attached; please identify the individual who will have the primary responsibility for this project;
- e. Work plan and schedule, which reflects timetable for completion of project services;
- f. Appropriate certificates of insurance;
- g. Response to comparative evaluation criteria in detail;
- h. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project.

Envelope 2:

Containing one (1) original of the price proposal marked:

“Low Pressure Sewer System Improvements Phase 1 (Price Proposal)”.

- a. Appendix B -Required Form 2 – General Proposal Pricing Sheet - fully completed to indicate the abilities and capacities of the equipment to be used. All sections of the worksheet (Appendix B) must be completely filled out. Any price response which is obscure or incomplete may be removed from consideration.

B. CONTACT INFORMATION

Clarification and interpretation of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is **September 28, 2023**. After that day no requests or questions will be accepted. Please contact the Town of Bourne for clarification of this Request for Proposal, direct all inquired regarding the plan to:

Liz Hartsgrove
Assistant Town Administrator
Town of Bourne
24 Perry Ave
Buzzards Bay, MA 02532
Email: ehartsgrove@townofbourne.com
Phone (508-759-0600 ext. 1355)
Business Hours: 8:30a.m. – 4:30p.m. Monday through Friday

Not attached to or included in RFP – SEPARATE PDF FILES

- Attachment 1 – Map, dated August, 2023
- Attachment 2 – Grant of Right to Install and Maintain Sewage Collection System in Condominium Common Areas, dated June 28, 1990

PROJECT NAME: LOW PRESSURE SEWER SYSTEM IMPROVEMENTS PHASE 1

BUSINESS NAME:	
BUSINESS ADDRESS:	
BUSINESS PHONE NUMBER:	
CONTACT NAME:	
CONTACT CELL PHONE NUMBER:	
CONTACT EMAIL ADDRESS:	
PRINT NAME OF AUTHORIZED SIGNATURE:	
AUTHORIZED SIGNATURE	

Please acknowledge Addendums by Number Here: _____

PROPOSAL CHECKLIST

A. NON-PRICE PROPOSAL FORMS

- _____ Appendix A - Required Form 1: Proposal Cover Sheet
- _____ Appendix C – Required Form 3: Combined Certification of Tax Compliance, and Non Collusion
- _____ Non-Price Proposal: Technical proposal

****Do not include any reference to prices in the Non-Price Technical Proposal.****

B. PRICE PROPOSAL FORM

- _____ Appendix B – Required Form 2: General Proposal Pricing Sheet

LOW PRESSURE SEWER SYSTEM IMPROVEMENTS PHASE 1

To: Town of Bourne, Awarding Authority, Office of the Town Administrator

From: _____
(Name of General Bidder)

Attached to this pricing sheet is a complete rate structure including all hourly rates by discipline/position and any other associated charges including in the total lump fee. Include a breakdown of the fee by tasks and discipline/staff carried within this proposal. Also include a proposed project schedule.

The Consultant's fee is subject to downward negotiations. The Consultant will execute the Town's contract document. The Town will not pay for any additional work on this project without the prior written approval. Attached to this pricing sheet is a complete rate structure including all hourly rates by discipline/position and any other associated charges included in the total lump fee. Included a work hour estimate encompassing the Scope of Work as outlined in the RFP. (Included detailed non-price man-hours/task matrix by discipline/task in the technical proposal and priced matrix in this price proposal).

We propose the following **total not to exceed price** for services as specified in this Request for Proposal document as follows:

1. **Survey & Evaluation** \$ _____
2. **Preliminary Design** \$ _____
3. **Final Design & Permitting Assistance** \$ _____
4. **Bidding Assistance** \$ _____
5. **Construction Administration & Inspection** \$ _____

TOTAL NOT TO EXCEED FEE: \$ _____

(in words which prevail)

* All incidental and expense costs must be included in the above fixed price not to exceed fee. The Town will not pay for any additional work on this project without prior written approval.

Acknowledgement of Addendums received for this Request for Proposal _____
(Please list # of addendums)

LOW PRESSURE SEWER SYSTEM IMPROVEMENTS PHASE 1

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraints of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____

Email: _____

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACT**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IF A FOREIGN CORPORATION

I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

(Check one)	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> I comply and am registered and in good standing with the Massachusetts Secretary of State
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COMPLETE AND SIGN BELOW:

Authorized Person's Signature	Date
Print Name & Title of Signatory	Name of Contractor

Proposers must agree to enter into the contract below if awarded.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the Town of _____, acting herein by and through its _____, hereinafter called the OWNER and _____, a _____ with offices at _____, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional ENGINEERING services for the _____ project as described in the Scope of Work attached hereto as Exhibit A (the "PROJECT").
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. The ENGINEER has represented to the OWNER that the ENGINEER has substantial experience in the field of _____ design, landscape architecture and/or professional engineering, and that it is (and its principals and employees are) properly qualified and have the requisite expertise to render the services described herein. The ENGINEER will be represented in connection with the PROJECT by _____ in charge of the PROJECT and _____, Project Manager of the PROJECT, and no substitutions will be made in such personnel without the written consent of the OWNER.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 The ENGINEER shall provide perform its design and permitting services as described in Exhibit A. The work shall proceed by phase upon written authorization to ENGINEER from OWNER and shall commence, upon execution of this Agreement, with the Design Phase of the Work.

ARTICLE 3 - TIME OF PROJECT

- 3.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The following is the anticipated schedule for each major milestone, commencing with a Notice to Proceed from OWNER:
 - (a) [INSERT SHCEDULE]

ARTICLE 4 - PAYMENTS TO THE ENGINEER

- 4.1 For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER the lump sum fee of _____ for the scope of services described in Exhibit A of this AGREEMENT, with the following breakdown for each phase of the Work:

Design Phase	\$
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Permitting Phase	\$
Bidding Phase	\$
Construction Administration Phase	\$
Close-out Phase	\$

This fee includes travel and other operating costs and expenses of the ENGINEER, as well as attendance at relevant meetings. The ENGINEER will appear before the OWNER as reasonably requested for PROJECT updates.

- 4.2 The ENGINEER shall submit, not more often than monthly, statements for fees for services rendered as a percent of the total lump sum fee. The ENGINEER's statements shall include a description of the services performed for the period in question with a progress report and shall be in such form and detail and with such supporting data as the OWNER may reasonably require, including a statement explaining any substantial deviation from the ENGINEER's anticipated work schedule. The OWNER agrees to make payment to the ENGINEER within thirty (30) days after the OWNER received a proper statement. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.
- 4.3 The obligations of the OWNER hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the OWNER for damages, lost profits, penalties, or other charges arising from early termination.

ARTICLE 5 – INSURANCE

5.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance providing for a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for bodily injury, death, and property damage.

5.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the amount of One Million Dollars (\$1,000,000) C.S.L.

5.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of Two Million Dollar (\$2,000,000) umbrella liability policy for the duration of the PROJECT.

5.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate, and maintain such policy for the duration of the PROJECT.

5.5 Workers Compensation Coverage

- 5.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.
- 5.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.

5.6 Additional Insureds; Certificates, Copies of Policies

The ENGINEER shall cause the Town of Bourne to be named in all liability insurance policies (except professional liability) as an additional insured. Certificates of requisite insurance together with copies of policies shall be delivered by the ENGINEER to the OWNER within seven (7) days after execution of this Agreement. Such coverage shall not be reduced, and policies will not be cancelled, without the OWNER having been given at least thirty (30) days' advance written notice. In the event that any policy is cancelled or amended, the ENGINEER shall immediately provide notice to the OWNER and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. Insufficient insurance shall not release the ENGINEER from any liability for breach of its obligations under this Agreement.

ARTICLE 6 – INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, the ENGINEER agrees to indemnify, defend with counsel acceptable to the OWNER and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any suits, actions, claims, demands, losses, damages, expenses or costs (including reasonable attorneys' fees) of every kind and description that the OWNER may incur or suffer resulting from, in connection with, or arising out of any act, error, or omissions of the ENGINEER or any of its subconsultants, or its or their respective officers, directors, employees, agents or independent professional associates, or any of them. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive termination of this Agreement.

ARTICLE 7 - EXTENSION OF SERVICES

- 7.1 Additional Work. Subject to paragraph 7.4, below, in the event the ENGINEER, as requested by the OWNER in writing, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.
- 7.2 Changes in Work. The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.
- 7.3 Litigation Support Services. Except in connection with any matter arising (or claimed to have arisen) as a result of the negligence or willful misconduct of the ENGINEER or its officers, directors, employees, agents, or subconsultants:

(a) In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER; and

(b) The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

- 7.4 Neither the ENGINEER nor any of its Subconsultants shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the ENGINEER in the preparation of construction documents or other work products, as reasonably determined by the OWNER, nor for any services made necessary by the fault or negligence of the ENGINEER or its Subconsultants.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

8.1 Use of Documents

(a) All documents, reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Documents" or "Materials") prepared or delivered by the ENGINEER or its sub-consultants in connection with the PROJECT are instruments of service in respect to this PROJECT, and shall become the property of the OWNER, whether or not the PROJECT is completed and may be used by the OWNER (or such parties as the OWNER may designate) thereafter in such manner and for such purposes as the OWNER (or such parties as the OWNER may designate) may deem advisable, without further employment of or additional compensation to the ENGINEER. Any use of the Documents by the OWNER other than in connection with the PROJECT, shall be at the sole risk of the OWNER.

(b) Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the ENGINEER (whether completed or in process) shall become property of the OWNER and the ENGINEER shall immediately deliver or otherwise make available such Materials to the OWNER.

(c) When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

(d) If there is a discrepancy between electronic files and hard copies, the hard copies govern.

(e) The ENGINEER shall not release or disclose to any third party any Materials or Documents produced for the OWNER without obtaining the OWNER's prior written consent. At no time shall the ENGINEER release or disclose to any third party any Materials furnished to the ENGINEER by the OWNER in connection with the performance of the ENGINEER's services.

ARTICLE 9 – DEFAULT; TERMINATION

- 9.1 This AGREEMENT may be terminated by the OWNER at will without cause.

- 9.2 In the event of termination, the CONTRACTOR shall promptly deliver to the OWNER all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the OWNER shall pay to the ENGINEER any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the OWNER to recover damages occasioned by any default of the ENGINEER or to set off such damages against amounts otherwise owed to the ENGINEER.

ARTICLE 10 - GENERAL PROVISIONS

- 10.1 Precedence. The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.
- 10.2 Severability. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.
- 10.3 Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in _____ County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 10 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- 10.4 Successors and Assigns.
- (a) Subject to the provisions of Subparagraph (b) below, the OWNER and the ENGINEER each binds itself, its partners, successors, assigns, and legal representatives to the other party.
 - (b) The ENGINEER shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the OWNER. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 10.4(b) shall be void and without force or effect.
- 10.5 Certifications. The ENGINEER shall, from time to time, make such certifications and statements to the OWNER and to such of the OWNER's architects, designers, vendors and lenders, and such other parties, as the OWNER shall reasonably request, in such form as the OWNER shall reasonably request, provided that the ENGINEER determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- 10.6 No Waiver. The OWNER's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the ENGINEER shall be and remain liable to the OWNER for all damages incurred by the OWNER as the result of the ENGINEER's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the OWNER provided for under this Agreement are in addition to any other rights or remedies provided by law. The OWNER may assert a right to recover damages by any appropriate

means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

- 10.7 Third Party Obligations. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER.
- 10.8 Notices. Notices to ENGINEER shall be sent to: _____. Notices to OWNER shall be sent to _____ Town _____, _____, MA _____. All notices shall be in writing.
- 10.9 Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the OWNER, nor any participant with the OWNER, shall be personally liable to the ENGINEER hereunder, for the OWNER's payment obligations or otherwise, the ENGINEER hereby agreeing to look solely to the assets of the OWNER for the satisfaction of any liability of the OWNER hereunder. In no event shall the OWNER ever be liable to the ENGINEER for indirect, incidental or consequential damages.
- 10.10 Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

ARTICLE 11 – DISCLOSURE RIGHTS

- 11.1 OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients. Such disclosure shall specifically not include any detail as to the specific services performed or recommendations made in respect of the PROJECT or any description of the OWNER's facilities or the security conditions therein.

ARTICLE 12 – CONFIDENTIALITY

- 12.1 In the course of performing services, the parties recognize that each party may come in contact with or become familiar with information which the other may reasonably consider confidential. Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes non-public information regarding either party's business, finance, technology, internal procedures and practices, features, and plans. Each party covenants that it will keep secret all confidential information to which it obtains access and that it will take all reasonable precautions to protect such confidential information or any part thereof from any use, disclosure or copying. The parties further agree that confidential information will only be shared with their respective employees, contractors or agents who have a need to know in order to fulfill the purposes of this Agreement. Confidential information shall not include information which (a) is or becomes available to the public through no fault of the party, (b) is disclosed to the disclosing party by a third party who had lawfully obtained such information and without a breach of such a third party's confidentiality obligations, (c) is developed independently by the disclosing party, (d) is disclosed in connection with the resolution or litigation of a dispute between the parties with respect to this Agreement; or (e) is required to be disclosed by any applicable law or regulation. The ENGINEER expressly acknowledges that certain information held by the OWNER may be subject to applicable public access or "freedom of information" laws.

ARTICLE 13- EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 In connection with the performance of work under this Agreement, the ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The ENGINEER shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- 13.2 In connection with the performance of work under this Agreement, the ENGINEER shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- 13.3 The ENGINEER shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

ARTICLE 14 – CERTIFICATIONS BY ENGINEER

By execution of this Agreement, the Vendor certifies:

- 14.1 The ENGINEER has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- 14.2 No ENGINEER to or subconsultant for the ENGINEER has given, offered or agreed to give any gift, contribution or offer of employment to the ENGINEER or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the ENGINEER or subcontractor of a contract by the ENGINEER.
- 14.3 No person, corporation or other entity, other than a bona fide full time employee of the ENGINEER, has been retained or hired by the ENGINEER to solicit for or in any way assist the ENGINEER in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the ENGINEER.
- 14.4 The ENGINEER shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

ARTICLE 15 – TAXES

- 15.1 By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the ENGINEER's behalf, filed all state tax returns and paid all state taxes required under law.
- 15.2 The OWNER is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the ENGINEER's request, Tax Exemption Certificates will be furnished by the OWNER to the ENGINEER with respect to such tax exempt articles as may be required under this Agreement. The ENGINEER shall not pay, and the OWNER shall not reimburse or pay the ENGINEER or any other party either directly or indirectly for any tax for which an exemption is provided under law.

ARTICLE 16 – CONFLICT OF INTEREST

- 16.1 The ENGINEER acknowledges that the OWNER is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the ENGINEER agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the ENGINEER based on said statute.

[TEXT ENDS HERE]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR:

TOWN OF _____

By its

Hereunto Duly Authorized

ENGINEER

By:

Name: _____

Title:

Hereunto Duly Authorized

Name: _____

Title:

Hereunto Duly Authorized

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AGREEMENT.

By: _____ Date: _____

Town Accountant

EXHIBIT A

SCOPE OF SERVICES

APPENDIX E – SIGNATORY AUTHORIZATION FORM

Project Name: Low Pressure Sewer System Improvements – Phase 1 Date: _____

At a duly constituted meeting of _____ held on _____
(Name of Corporation) (Date of Meeting)

at which all Directors were present or waived notice, it was voted that:

(Name of Officer) (Title of Officer)

Of this company, be and he/she is hereby authorized to execute contracts and bonds in the mane and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such

(Officer) under seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

(Clerk of the Corporation) (Print Name & Signature)

Place of Business: _____

I hereby certify that I am the clerk of the _____ and that
_____ is duly elected _____ of
(Print Name of Officer) (Print Signature Name & Title)

Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of signature of this contract.

(CORPORATE SEAL) _____
(Clerk of the Corporation)

IF A FOREIGN CORPORATION: I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

(Check one) ☐ Not Applicable ☐ I comply and am registered and in good standing with the Massachusetts Secretary of State.

NOTARIZATION:

On this _____ day of _____, 20____, before me, the undersigned notary public,
Personally appeared _____, proved to me through satisfactory evidence
of identification, which were _____
to be the person whose name is signed on the proceeding or attached document in my presence.

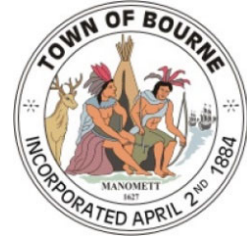
Notary Public

Print Name of Notary Public _____

My commission expires: _____

PUBLIC NOTICE

TOWN OF BOURNE - REQUEST FOR PROPOSAL



LOW PRESSURE SEWER SYSTEM IMPROVEMENTS – PHASE 1

The Town of Bourne Administration office on behalf of the Bourne Engineering Department is soliciting proposals from highly qualified engineering firms to provide professional engineering services for the design, bidding and construction oversight and inspections services to Phase 1 of improvements to the municipal low pressure sewer system including specifications and bid documents for the upgrade/replacement of submersible grinder pumps.

Specifications and Bid documents are available online only on the Town's website at www.townofbourne.com where they are publicly available as of September 8, 2023 at 12noon.

Last day to submit questions is September 28, 2023 no later than 12:00 noon. Questions shall be submitted in writing to the Assistant Town Administrator Questions requiring clarification shall be submitted in writing to the Assistant Town Administrator through email.

If it becomes necessary to revise any part of this RFP or otherwise provided additional information, an addendum will be issued.

Proposals are due on or before 4:00pm on October 6, 2023 to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532. At which time they will be opened publically.

The Town of Bourne reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town. The contract and its award process are not subject to the Uniform Procurement Act pursuant to the MGL c30B or the Designer Selection Law, Chapter 7C. Issuance of this Request for Proposal does not signify the Town's submission of this service to the provisions of the Act, and the contract and award will be made at the Town's discretion. Award of a contract resulting from this Request for Proposal shall be in strict accordance with the requirements of the RFP document.

All inquiries with respect to this Request for Proposals and the Contract Documents, including Specifications, must be in writing through email to the Assistant Town Administrator by the time and date listed above.

Contact: Liz Hartsgrove, Assistant Town Administrator
ehartsgrove@townofbourne.com
24 Perry Ave, Buzzards Bay MA 02532
508-759-0600 ext 1355

Website and Town Hall Posting: September 8, 2023

Publications: Bourne Enterprise September 9, 2023
Cape Cod Times September 3, 2023
COMMBUYS September 1, 2023
Central Register September 7, 2023

Board of Sewer Commissioners
Minutes of Tuesday, August 29, 2023
Bourne Community Center
239 Main Street, Buzzards Bay
Or Virtually (see information below)

TA Marlene McCollem
ATA Liz Hartsgrove (remote)

Board of Sewer Commissioners

Jared MacDonald, Chair
Melissa Ferretti, Vice Chair
Mary Jane Mastrangelo, Clerk
Anne-Marie Siroonian

Others: Tim Lydon, Town Engineer, Joe Henderson, Gary Maloney, and Terri Guarino, Health Agent.
The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being telecasted, streamed, or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they proceed to do so at their own knowledge at this time.

Michael Rausch, Bourne Enterprise, acknowledged that he is recording this meeting.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line: **1-929-205-6099**

Zoom Meeting ID: 838 3616 9923 Password: SEWER

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Sewer Commissioners.

7:13 PM Call Public Session to Order in Open Session

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag.**
- 3. Reading of the Vision and Mission Statements:** Chair MacDonald said that they will read aloud the Vision and Mission Statements at the Select Board meeting that is following this meeting.

Vision: Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.

Mission: Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of

residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.

4. **Public Comment on Non-Agenda Items** – Public Comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
5. **Sewer Allocation Request – Bourne Scenic Park, 370 Scenic Highway.**

Chair MacDonald said that this came at the last minute therefore staff have not had time to review the request, so at this meeting they will listen to the presentation. Chair MacDonald said that they will wait until staff and the Board of Sewer Commissioners has more time to prepare for this request, then they will discuss it at the next meeting.

Joe Henderson of the Horsley Witten Group said that they are the design engineers working with the Bourne Recreation Authority. He said that they presented in front of the Board of Sewer Commissioners about 6 months ago. He said that because of that conversation, they are coming back with a request for an allocation for a small portion of the park, west of the Bourne Bridge.

Mr. Henderson said that this portion is divided from the rest of the park by the bridge. They are proposing to construct a gravity sewer within the park and pump it back up to the Scenic Highway. He said that this would serve 90 campsites. There was some discussion on how they came up with flow and the area for the request. Tim Lydon, Town Engineer, asked Mr. Henderson how far along in discussion have they got with the Army Corps of Engineers regarding this request. Mr. Henderson said that his approach is to get the allocation first, then go to the Army Corps with it in hand. Chair MacDonald agreed with Mr. Henderson about the direction that he is going in regarding the Army Corps.

Gary Maloney said that while it might be good to get a piece of paper in one direction, he said that the town's allocation is going to be limited if they are given anything. He asked if the application is residential, commercial, or industrial. He also wants to know the date that they will have a follow-up discussion. Town Administrator Marlene McCollem said that they plan on bringing this discussion back on the September 26th agenda.

6. **Collection System**

a. **SSO – 343 Scenic Hwy.**

Ms. McCollem said that this is for private overflow, and not the municipal system. She said that the town does have some responsibilities for the collection system as far as making sure everything is operating properly. She said that both pumps at this property stopped working at the same time. She said that they are noticing that there is a lot of private infrastructure that is contributing to the system that is not always in full repair. This situation was rectified, and all cleaned up.

b. Manhole project update.

Ms. McCollem said that these are public, and the town has been using ARPA funds for these manholes at the Way-Ho and Taylor's Point Marina. She said that she and Tim Lydon are meeting with BETA, the design contractor, tomorrow morning to discuss the outstanding items. She said there have been struggles with closing the project out.

c. Grease trap compliance – 300 Main St.

Tim Lydon said that Way-Ho has been on the town's radar. DPW alerted him of some grease building up. He went there and he saw in the pump chamber the evidence of grease being on the chains, the pumps, and other components in the pit. He said that this is a huge red flag because the town just asked them to install grease treatment components. He said that he reached out to the Board of Health, the Building Department and the DPW to do a joint inspection. Mr. Lydon said that the report from the Board of Health is in the meeting packet. He said that it is obvious that what was installed is not doing the job that town needs it to do.

Mr. Lydon said that they found out that there are two separate kitchen components with the main kitchen going out to the external grease trap. He said the internal grease trap was not connected prior to that, as it was connected to a 3-bay sink on the other side of the building that he was not aware of. He said that they have a kitchen component that is not compliant with the plumbing code and is not solving the issue that was first at hand. It is his recommendation to have the owner clean out the external grease trap.

Terri Guarino explained that the external grease trap is an existing component that the records indicate is a 2000-gallon precast tank and it is connected to the kitchen in the building and is what is caked with grease. She said that there are concerns with the building sewer to the inlet of that tank and from the inlet of the tank to this cleanout, which is all sub surface. She said still extending sub surface from this cleanout to the new grinder pump manhole is the pipe that was replaced. She said that these lines should be evaluated.

Ms. Guarino said that the dishwasher, the wok, and the prep sink all go straight out to the building sewer and are not connected to the new internal component that was put on the other side of the building.

Mary Jane Mastrangelo had questions about the invoices for pumping out. She said there were a few in February and March, and then nothing until July. She wanted to know if there is a requirement for grease pumping on a regular basis. Ms. McCollem said that per the town's regulations, the owner, or his designations, shall inspect grease traps and interceptors, at least monthly and internal grease traps must be cleaned monthly by the owner, operator, or approved vendor. She also said that the regulations say that external grease traps must be inspected monthly and pumped by an approved vendor when at 25% capacity or every three months.

Ms. McCollem said that DPW has done their inspection and they have noted that they are seeing grease in the new wet well. The Health Dept., Plumbing and Engineering have gone out to inspect as well and have confirmed that the property is not being maintained properly.

She said that the town Plumbing Inspector and Board of Health Agent have the ability to act on behalf of the town for the purpose of inspecting grease traps and interceptions, issuing permits for grease traps and interceptors, or issuing violations relative to the operation. She said that violators will be required to attend a Board of Sewer Commissioner's hearing that may result in suspension or termination of a food permit. There was discussion about the next steps in this case. There was also discussion about the schematics of the plumbing system of the building.

Gary Maloney asked if the grease at any time leaves the parking lot and enters the rest of the town's system. Ms. McCollem said that it does. He said that the town is responsible to their municipal partner for a FOG program that is operational. He asked why the restaurant is still open and why is that condition allowed to deteriorate the town's partners equipment as well as the town's own. He asked if the Board of Health could shut them down now.

Ms. McCollem answered that the Board of Health has separate authority. She said that she is before this Board under the Sewer Rules and Regulations. She reiterated that the Sewer Commissioners have the authority to hold a hearing that may result in suspension or termination of the food permit. Ms. McCollem said that there are no statutory notice requirements for holding a hearing, and the Board of Sewer Commissioners must notify the business owner and Ms. McCollem will notify the staff.

Voted: Mary Jane Mastrangelo moved, and Anne-Mar Siroonian seconded to hold a hearing on September 12th with the restaurant owners of Way Ho Restaurant, 300 Main Street, at 6:30 PM.

Vote: 4-0-0.

d. FOG management plan.

Tim Lydon explained that FOG stands for Fats, Oils and Grease and that 90% of overflows for sewers are caused by blockages, and 50% of the blockages are caused by accumulated amounts of fats, oils, and grease. He said that this is something that can be prevented with all these internal and external grease traps, and in the handling of food in general. He said that in Bourne there are 32 restaurants that could have potential external and internal grease traps, which is a manageable amount. He said that with the FOG Management plan they will be able to show people how to handle their grease. He would like to start with a flyer, with a link to the Sewer Regulations, and he will get a draft together. There was a discussion about getting the information out.

e. Low pressure system upgrades – Phase 1: Hideaway Village

Ms. McCollem said that this project was put out to bid and decided not to award it to a design firm because they got two extremely different responses. It is now with Town Counsel for review and hope to have it back out for bid next week. She said that they are focusing on Hideaway Village as step 1 of the project. She said that they wanted to take Hideaway Village as a standalone project because the equipment is different.

Ms. McCollem also said that the Board of Sewer Commissioners must decide if they want to treat the pumps as private property or as public property. Chair MacDonald said that they need to revisit their regulations. Ms. Mastrangelo asked if there could be a private program where the town replaces the pump and bills the homeowner, and Ms. McCollem said yes. This would alleviate the logistics problem for the homeowner, and it guarantees that they are all the same. Melissa Ferretti asked if there would be a way to determine if the failure of the pump was a result of the homeowner's use or the pump itself. Chair MacDonald explained that this is the reason why all the pumps for each home should be the same and the town should take ownership of them. Mr. Lydon said that usually it is obvious when a pump fails.

f. Capital investments for Fall TM.

Mr. Lydon said he was trying to compile a list and the only thing that he has right now is a quote to replace 4 air release valves which might cost about \$15,000. He said they have identified 3 by Hideaway Village and 1 at the Belmont Road.

7. Wastewater Treatment Plant – Weston & Sampson

- a. Computer and control failure.**
- b. Odor control.**
- c. Update on previous communication failure – no callout for overflow.**
- d. Recommended capital improvement plan**

Mr. Lydon said that he was hoping that Weston & Sampson would come to this meeting, and they were unable to make it. He said that they have been dealing with a lot this past week and a half. He said that on August 18th the plant failed, and the flow had to be diverted to Wareham. He said that the town is still well within the amount of flow going to Wareham.

Mr. Lydon said the plan was down for about a week, and it is back up and running now. He said that they must run at low power because it fails when they put in on high power. He said that the technology is proprietary to Kubota, and they are the only ones that can work on it. He said that an engineer from Kubota came to troubleshoot, and they have no answers. Mr. Lydon suggests that there be a backup computer which costs about \$3,300.

Mr. Lydon said regarding odor control that Weston & Sampson seems to think the only odor control issue was when they pumped out the sludge, and he says he doesn't think they are seeing all that the town is seeing. He said that he has reached out to Barnstable to see what they use to measure odors, and he is looking into getting an odor measurement tool for the town as part of the capital improvement plan.

Mr. Lydon reported the communication failure. He then listed some of the items for the recommended capital improvement plan: cleaning the sludge tanks, updated trash trap, backup CPU, and odor measurements. Ms. McCollem said that they are putting together a realistic capital improvement plan by talking to the operators to find out what really is needed. There was some discussion about what warranties may still be in place and about flow numbers to Wareham and to the plant.

8. Stormwater Project

Mr. Lydon said that the contractor is still delayed therefore it could be another few weeks.

9. Town Administrator Report

Ms. McCollem said that she doesn't have any more updates as they were all on the agenda.

10. Minutes: 07.11.23

Voted: Melissa Ferretti moved, and Anne-Marie Siroonian seconded to approve the minutes of 7/11/23, as presented.

Vote: 4-0-0.

11. Future Agenda Items

Ms. Mastrangelo said that when the town approved Domino's, they allowed them to not have an external grease trap. She said that there were some conditions about measuring and pumping. She wants to make sure that the commissioners keep on top of their agreement.

Chair MacDonald said as far as other future agenda items, there is Bourne Scenic Park, manhole project update, grease trap compliance and hearing, wastewater treatment updates, FOG management plan, and capital improvement plan.

12. Committee Reports

Ms. Mastrangelo said that she talked to the Cape and Island Water Protection Fund about having a discussion with DE about ways to structure the financing to allow the town to have access to the Cape and Island Water Protection Fund. She said that there is a meeting set up for she and Ms. McCollem for preliminary discussion.

13. Correspondence

Chair MacDonald said that there is a letter for the Town of Wareham Sewer Commissioners requesting to have a joint meeting about the large capital project that they are looking to introduce. He said that this is a good conversation to have with them. He said that there are some new board members on their Sewer Commission, and it would be a good idea for the Bourne Sewer Commissioners to revitalize their communication with the Wareham Sewer Commissioners. Chair MacDonald asked Ms. McCollem to set up the meeting.

14. Next meeting date: September 26**15. Adjourn**

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded to adjourn.

Vote: 4-0-0.

The Board of Sewer Commissioner's Meeting ended at 8:56 PM

Respectfully Submitted,

Kim Johnson, Recording Secretary

DRAFT

Board of Sewer Commissioners
Minutes of Tuesday, September 12, 2023
Bourne Community Center
239 Main Street, Buzzards Bay
Or Virtually (see information below)

TA Marlene McCollem

Board of Sewer Commissioners

Jared MacDonald, Chair
Melissa Ferretti, Vice Chair
Mary Jane Mastrangelo, Clerk
Anne-Marie Siroonian

Others: Bryan Bertram, Town Counsel, Mike Golden, Plumbing and Gas Inspector, Benny Chu, Joe McKenna and Terri Guarino, Health Agent.

The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute. Note this meeting is being televised, streamed, or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time.

Michael Rausch, Bourne Enterprise, acknowledged that he is recording this meeting.

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Zoom Meeting ID: 838 3616 9923 Password: SEWER

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Sewer Commissioners.

6:30 PM Call Public Session in Order in Open Session

Chair MacDonald said that Peter Meier is excused from this meeting.

1. Public Hearing: Ongoing grease trap violations – 300 Main St. (Way-Ho Restaurant)

Chair MacDonald opened the public hearing for the Way-Ho Restaurant at 300 Main Street for ongoing grease trap violations and read aloud this Public Hearing Statement:

“Good evening, my name is Jared MacDonald. I am the Chair of the Board of Sewer Commissioners. The Board of Sewer Commissioners has received notice from town staff that the property located at 300 Main Street known as the Way-Ho Restaurant is in ongoing violation of the Towns Sewer Rules and Regulations. I hereby open the public hearing on this matter. Notice to those alleged violations were sent to the owner of the Way-Ho Restaurant on Friday, August 31st, 2023, informing the owner of the restaurant that the Commissioners were scheduling this hearing.

Subsequently the town informed the restaurant owner of the specific provisions of the sewer rules and regulations alleged to have been violated, specifically those enumerated in Appendix D-7, concerning Grease Traps/Interceptors. The owner has the right to appear at this hearing to present argument and evidence and to be represented by Counsel, and town staff have further provided advance copies of the materials they intend to rely on in support of these violations. Pursuant to the state statute General Laws, Chapter 83, Section 10, the Sewer Commissioners have promulgated the Town Sewer Rules and Regulations to prevent the entrance and discharge therein of any substance which may tend to interfere with the flow of sewage, or the proper operation of the sewerage system and the treatment and disposal works. Violations of those rules and regulations are subject to fines of up to the amount of \$5,000. for each day a violation continues and may result in the suspension, or revocation, of the owner's food permitting license. For convenience, we will refer to town staff as the complainant and to the restaurant owner as the respondent. I will enter the Notice of Hearing into the record at this time as it stands within the paperwork provided.

As the first order of business, I am entering into the record of this hearing a copy of that legal notice provided by the town for this public hearing, which was sent to the respondent on August 31st, 2023, and a copy of the supplemental notice sent to the respondent on September 7th, 2023.

As a second order of business, I am accepting into the record of this hearing a copy of all the materials prepared by the town for the use of this hearing, which have also been provided to the respondent in advance of this hearing. Having opened the hearing and entered certain basic documents into the record, I now want to pause briefly to explain to the respondent and to the those members of the public who are present or maybe watching on public access television, how we are going to conduct this hearing, because the town and the complainant has the burden of establishing that one or more violations of the Sewer Rule and Regulations have occurred. They will present their testimony and evidence first, then the respondent will then have the opportunity to present his or her testimony and evidence to the Commissioners against the alleged violations. During that presentation, I will allow the respondent to direct questions to town staff, through me. Following the presentations, the Commissioners may choose to ask for any clarifying questions they may have or choose to wait until after public comments, or both. Once all testimony and evidence has been presented and questions have been asked, I will provide both the complainant and respondent with 5 minutes each to address the Commissioners with any final arguments or concerns they may have to support their positions. Once each side has presented their case and arguments, the Commissioners will deliberate concerning the violations. The Commissioners will deliberate and will be solely confined to the testimony and arguments presented at the hearing and the Commissioners will not consider any extraneous information."

Chair MacDonald asked the town staff to provide their information. Town Administrator Marlene McCollem said that she was told by DPE staff that there was grease found in the new wet well that was recently installed on the town sewer system. She said that after receiving that notice, she asked the DPW, the Health Department, and the Building Department, along with Engineering to conduct a site visit.

Health Agent, Terri Guarino, said that for the purpose of the hearing she would start at the initial inspection conducted on August 23rd. She said that the inspection reports have been included in the packet. She said that she and town staff inspected the new grinder pump wet well. She said that they

also looked at the existing sub surface grease trap, which was over the working level. She said that there were fixtures in the kitchen that were having a difficult time draining into them. They observed that the new internal grease trap was in the basement, which is not where grease is rendered or processed. She said the basement is separate and distant from the kitchen. She said there is a wok, a utility sink, and a dishwasher in the kitchen, which is where in the establishment there is the most grease and is not discharging to the exterior grease trap unit.

Ms. Guarino said that the inspection report was put together, and they discussed it with the property owner. She said that they discussed that the external grease trap was lacking the needed maintenance and the logs were not prepared to justify. There were invoices provided which were the only invoices from 2023, as far as they could gather. The dates of the invoices were February 2nd, March 17th, and July 18th of 2023. She said that the owner was cooperative and did pump it out within 24 hours, and they have continued to follow up with him since then. Since the August 29th meeting the Health Department was able to determine that the size of the tank was adequate based on the number of seats for the exterior unit. The owner of the property did start a log and Ms. Guarino said she had worked with him on it.

Ms. Guarino said that there was some concern with one access point of the tank, which is the outlet tank cover. She said that it was recently paved over and should be accessible at grade. She said that by September 6th, working with Soares, formerly known as Smith's, they were able to break open that piece of pavement. They also jetted and flushed the line between the clean out point separating new infrastructure from the old, against gravity to flow back into the tank to pump it. She said the caking of grease on the sides of the tank that was talked about at the meeting on the August 29th, was taken care of and they did a nice job. She said they replaced the outlet tee and added risers.

Ms. Guarino said that there is still the issue of the kitchen fixtures not having an internal grease trap. She said the internal grease trap is in the basement connected to a 3 bay sink that does not render grease.

Mike Golden, the Plumbing and Gas Inspector for the Town of Bourne, said that internally in the restaurant there are no grease traps on the wok, the dishwasher, or the sink. He said that it just goes down the drain and out to a 2000-gallon tank. He said that by the state code, the restaurant owner must install internal grease traps on the dishwasher, on the wok to prevent grease from getting into the 2000-gallon tank. If it is not done internally, then the same problem will happen again. He said that they do not need an internal grease trap on the sink upstairs because grease is not going into it. He said that there is grease going into the sink in the basement.

Joe McKenna, a friend of Benny Chu, the Way-Ho owner, said that he has the receipts. He said the main problem is that the second cover over the tee never had a rise and it was gone and buried, from what he has been told.

Chair MacDonald asked if there is a receipt for the clean out and the repairs that were made. Mr. McKenna said that he has the receipt, and the cost was \$4,625. Anne-Marie Siroonian asked if there are steps in place to be taken so that it doesn't happen again. Mr. McKenna said that they are working on putting the internal grease traps in place. Ms. Siroonian asked about a timeline. Ms. McCollem

said that the Sewer Rules and Regulations say that it is required, and they have been put on notice for several months, so the Commissioners need to set the deadline.

Melissa Ferretti said that it is obvious that the property owner has been trying to work on this recently. Mary Jane Mastrangelo said that they do have to take into consideration that it could take some time, and she also acknowledged that Mr. Chu has been trying recently.

Chair MacDonald said that he thinks that there were issues with the timing of getting the grease trap and securing a plumber last time, so he would like to give staff some time to sit down and give the Commissioners an idea of what they think for time frames. Ms. McCollem said that she wanted to caution the Commissioners that as staff, they cannot design a project and cannot advise an applicant and they must review what they are given. She said that the applicant needs to tell the Commissioners how long it will take him to secure his work and labor.

Ms. Mastrangelo said that the respondent should come back to the Commissioners by the next meeting with the plan for the 2 internal grease traps – for the sink and the dishwasher, and the FOG maintenance plan. There was some discussion on what the next steps should be in this case and the violations that need to be corrected.

Voted: Mary Jane Mastrangelo moved, and Melissa Ferretti seconded that there are violations of the Sewer Regulations due to the lack of two internal grease traps and we direct Counsel and the Town Administrator to draft a letter to be signed by the Sewer Commissioners that will outline the need for the two internal grease traps and a FOG maintenance plan.

Vote: 4-0-0.

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded, that as part of the record of the Public Hearing we request that the respondent come back to the Sewer Commissioners meeting on September 19th 2023, to present their plans related to addressing the violations and the FOG maintenance plan.

Vote: 4-0-0.

2. Adjourn

Voted: Mary Jane Mastrangelo moved, and Anne-Marie Siroonian seconded to adjourn.

Vote: 4-0-0.

The Board of Sewer Commissioner's Meeting ended at 6:34 PM

Respectfully Submitted,

Kim Johnson, Recording Secretary