

Board of Selectmen & Board of Sewer Commissioners

Joint Meeting Agenda



Date
April 26, 2022

Time
7:00 PM

Location
Bourne Community Center
239 Main St., Buzzards Bay

Note this meeting is being televised, streamed or recorded by Bourne TV.

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

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. 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.
4. 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.
5. 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.
6. **Joint Meeting with the Board of Selectmen** – The Board of Sewer Commissioners will sit jointly as the Board of Selectmen to discuss Town and Sewer priorities for American Rescue Plan Act (ARPA) Funding.
 - a. Engineering contracts to utilize operating budget instead of ARPA
 - i. Sewer Rules & Regulations (\$35,000)
 - ii. Rate Study (\$25,000)
 - iii. Cataumet WWTP Feasibility Study (\$66,400)
 - b. Proposed Town/Sewer ARPA priorities:
 - i. Purchase 2 ambulances (\$800,000)
 - ii. Sewer – capital improvements (\$475,000)
 - iii. Replacement of 2 failed sewer grinder pumps & rebuild man-holes (\$600,000 +/-)

TOWN CLERK BOURNE

2022 APR 22 AM 8:59

RECEIVED

Adjourn joint meeting as Board of Selectmen

7. Board of Sewer Commissioners Business
 - a. Sewer bill abatement request – 5 Main St., Buzzards Bay
 - b. Discuss immediate sewer system needs – capital planning & additional CCTV investigation
8. Minutes: 02/22/2022
9. Future Agenda Items
10. Town Administrator Report
11. Committee Reports
12. Correspondence
13. Adjourn

TOWN OF BOURNE, MA

**AGREEMENT
FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH
SEWER USE RULES AND REGULATIONS REVIEW**

OCTOBER 2021

**ENVIRONMENTAL
 PARTNERS**

— An Apex Company —

THIS AGREEMENT, made and entered as of the date 10/24/21, by and between the TOWN OF BOURNE, MA acting through its TOWN ADMINISTRATOR (hereinafter called the Client), and ENVIRONMENTAL PARTNERS GROUP, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Quincy, Massachusetts (hereinafter called ENVIRONMENTAL PARTNERS) (Client and Environmental Partners referred to as "Parties").

In consideration of the mutual agreements herein contained, the Parties hereto agree as follows:

SECTION 1. EMPLOYMENT OF ENVIRONMENTAL PARTNERS:

The Client hereby employs ENVIRONMENTAL PARTNERS and ENVIRONMENTAL PARTNERS agrees to perform engineering and supplemental services in accordance with the provisions of the Tasks described in SECTION 3 of this Agreement.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT:

The Client will furnish to and shall assist ENVIRONMENTAL PARTNERS in obtaining from municipal and state agencies and private individuals or companies such information and data as is available and pertinent to the services contemplated under this Agreement and the Client will provide such services as indicated below. In general, this will consist of the following:

1. Client to provide existing available information as requested.
2. Client will arrange for access and make all provisions for ENVIRONMENTAL PARTNERS to enter upon public and private properties as required for ENVIRONMENTAL PARTNERS to perform the services under this Agreement.
3. Client will designate, in writing, persons to act as Client's representative and Project Team members with respect to the services to be rendered under this Agreement.

SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES:

ENVIRONMENTAL PARTNERS shall furnish the following engineering and supplemental services in connection with the review of the Town's Sewer Use Rules and Regulations.

ENVIRONMENTAL PARTNERS will review and provide recommendations on the Town's existing sewer use rules and regulations. Documents to be reviewed include:

1. Bourne Sewer Use Regulations and Rules and Regulations for Installation of Sewer Connections Adopted April 9, 1990

2. Working Draft – Bourne Board of Sewer Commissioners – Sewer Policy and Regulations dated March 19, 2021 with edits.
3. Wareham/Bourne Intermunicipal Agreement dated 1990

ENVIRONMENTAL PARTNERS will explore and identify alternative best management practice sewer use rules and regulations focusing on communities similar to Bourne and in the Cape Cod area and provide a draft memo on recommended changes and additions to the current sewer rules and regulations.

Task 1 - Prepare Draft of Recommended Alternatives

1. Provide preliminary recommendations in the form of a red-line markup of the Bourne Sewer Rules and Regulations from 1990. Present to staff at one (1) meeting.
2. Refine preliminary recommendations based on staff input and prepare draft sewer rules and regulations memo for Board of Sewer Commissioners (BOSC).
3. Present preliminary recommendations to BOSC Policy Subcommittee (budgeted 2 meetings)
4. Present preliminary recommendations to BOSC (budgeted 2 meetings)

Task 2 - Prepare Final of Recommended Alternative

1. Present to BOSC and public (budgeted 3 meetings for final task)

Task 3 - Prepare New Sewer Use Rules and Regulations

1. Finalize a new Sewer Use Rules and Regulations for adoption by the Client.

SECTION 4. COMPENSATION:

The Client agrees to pay to ENVIRONMENTAL PARTNERS as compensation for professional services under this Agreement as follows:

- A. Compensation for services under SECTION 3 shall be made on the basis of a not to exceed fee of Twenty Three Thousand and Eight Hundred Dollars (\$23,800.00).
- B. The compensation indicated above is based on an estimate of the character and extent of services involved. Unforeseen conditions, which become evident during the course of the services, may alter or increase the effort required. The not-to-exceed amounts indicated for any task will not be exceeded without formal written amendment to this Agreement between the Client and ENVIRONMENTAL PARTNERS.
- C. Payment for services shall be made by the Client to ENVIRONMENTAL PARTNERS on the basis of periodic invoices. Payment shall be made by the Client on or before thirty (30) calendar days after receipt of any invoice. If the Client objects to any invoice submitted by

ENVIRONMENTAL PARTNERS, Client shall advise ENVIRONMENTAL PARTNERS of Client's objections, in writing, within fourteen (14) days of receipt of such invoice.

SECTION 5. REVISION OF SCOPE OF WORK:

If the Client requests changes in the character and extent of engineering and supplemental services consisting of additions, deletions, or modifications, either directly or as a result of requirements by governmental agencies, following completion of a portion of the services as shall necessitate setting aside a portion of the completed services, the compensation and time of completion shall be adjusted accordingly. All such changes shall be authorized in writing and signed by the Client and ENVIRONMENTAL PARTNERS. The cost to the Client shall be determined by mutual agreement provided that ENVIRONMENTAL PARTNERS shall be compensated for all services performed on any part of the services affected by the change order.,

SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement promptly upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall endeavor to perform its services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION 7. GENERAL CONDITIONS:

No services shall be performed under this Agreement for real estate surveying, for acquisition of easements, for land takings or for any other real estate conveyance purpose.

ENVIRONMENTAL PARTNERS is not obligated to prepare for or make an appearance in any litigation or in any arbitration proceeding on behalf of the Client, except in consideration of additional compensation to be mutually agreed upon.

ENVIRONMENTAL PARTNERS's liability resulting from any acts, errors or omissions in the performance of services under this Agreement, and any liability for any indemnity agreed to herein, shall not exceed the amount of compensation paid to ENVIRONMENTAL PARTNERS under this Agreement or \$20,000, whichever is greater.

If ENVIRONMENTAL PARTNERS, in the course of conducting its services, is requested to or deems it necessary to take any samples of potentially hazardous waste, then ENVIRONMENTAL

PARTNERS shall, with the prior written approval of the Client, receive additional compensation plus expenses for its services and the appropriate laboratory tests and analysis.

ENVIRONMENTAL PARTNERS' services shall be performed in a manner consistent with the degree of skill and care exercised by competent members of the engineering profession performing similar services under similar circumstances in similar locations.

The Client acknowledges that ENVIRONMENTAL PARTNERS is a limited liability company and agrees that any claim made by the Client arising out of any alleged act or omission of any director, officer or employee of ENVIRONMENTAL PARTNERS in the execution or performance of this Agreement, shall be made against the limited liability company and not against such director, officer or employee or any other individual associated with ENVIRONMENTAL PARTNERS

It is understood and agreed that any use, reproduction, distribution or alteration of any drawings in digital format, including CAD drawings, is specifically prohibited unless authorized in writing by ENVIRONMENTAL PARTNERS. Any unauthorized use will be at the Client's risk and full legal responsibility, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

Plans and specifications prepared by ENVIRONMENTAL PARTNERS as instruments of service are and shall remain the property of ENVIRONMENTAL PARTNERS whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies of plans and specifications, for information and reference in connection with the Client's use and occupancy. The plans and specifications shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others except by agreement in writing with ENVIRONMENTAL PARTNERS. Any reuse without specific written authorization by ENVIRONMENTAL PARTNERS, however, will be at the sole risk of the Client, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

If ENVIRONMENTAL PARTNERS' services are delayed or suspended in whole or in part by the Client for more than six (6) months for reasons beyond ENVIRONMENTAL PARTNERS' control, the amount of compensation provided for elsewhere in the Agreement shall be subject to renegotiation.

Neither the Client nor ENVIRONMENTAL PARTNERS shall assign its interest in this Agreement

without the written consent of the other.

ENVIRONMENTAL PARTNERS shall indemnify and hold harmless the Client from and against damages, losses, and expenses, to the extent caused by the negligent acts, negligent errors or omissions of ENVIRONMENTAL PARTNERS or their employees in the performance of this Agreement.

It is understood and agreed in connection with the performance of ENVIRONMENTAL PARTNERS services under this Agreement, that any persons or entities engaged by ENVIRONMENTAL PARTNERS to perform any portion of those services shall be independent contractors of ENVIRONMENTAL PARTNERS. Any such persons or entities shall be solely responsible for the methods and means used in performing their services, and they shall not be deemed an employee or agent of, nor a joint venture with ENVIRONMENTAL PARTNERS.

Under no circumstances shall ENVIRONMENTAL PARTNERS be liable to the Client for indirect, special or consequential damages, including but not limited to loss of use, loss of profit, or claims for delay, impact or disruption damages made by Client, or any contractors or subcontractors.

ENVIRONMENTAL PARTNERS shall be liable only to the extent that its negligence has actually caused any injury or damage to the Client. In the event that ENVIRONMENTAL PARTNERS is adjudicated or otherwise found to be jointly negligent, the liability of ENVIRONMENTAL PARTNERS shall be limited to the proportion or degree of its actual negligence, and recovery against ENVIRONMENTAL PARTNERS shall be limited to ENVIRONMENTAL PARTNERS's percentage share of the joint negligence as applied against the total amount recoverable.

Since ENVIRONMENTAL PARTNERS has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL PARTNERS' opinions of probable Project Cost and Construction Cost to the extent provided are made on the basis of ENVIRONMENTAL PARTNERS' experience and qualifications and represent its best judgment as experienced and qualified professional engineers, familiar with the construction industry; but ENVIRONMENTAL PARTNERS cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by ENVIRONMENTAL PARTNERS.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by the Client, ENVIRONMENTAL PARTNERS shall be paid its compensation for services performed through the termination date.

ENVIRONMENTAL PARTNERS shall, at its expense, obtain and maintain insurance which, includes Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certifications upon request.

Should any provision or part thereof of this Agreement be held illegal or unenforceable, then such provision or part shall be deemed stricken and the remaining provisions and parts thereof shall remain in full force and effect. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and ENVIRONMENTAL PARTNERS.

This Agreement (consisting of pages 1 to 7 inclusive) constitutes the entire Agreement between the Client and ENVIRONMENTAL PARTNERS and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

I certify that an appropriation
is available in the amount of this
Contract.

By: 

Town Accountant

TOWN OF BOURNE

By: 

Name Timothy J King

Title Town Administrator

**ENVIRONMENTAL PARTNERS
GROUP, LLC.**

By: 

Name: Ryan J. Trahan, P.E.,
President | COO

10/13/21

Date

TOWN OF BOURNE, MA

**AGREEMENT
FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH
SEWER RATES FOR CURRENT INFRASTRUCTURE**

OCTOBER 2021



THIS AGREEMENT, made and entered as of the date_____, by and between the TOWN OF BOURNE, MA acting through its TOWN ADMINISTRATOR (hereinafter called the Client), and ENVIRONMENTAL PARTNERS GROUP, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Quincy, Massachusetts (hereinafter called ENVIRONMENTAL PARTNERS) (Client and Environmental Partners referred to as "Parties").

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1. Client to provide existing available information as requested.
2. Client will arrange for access and make all provisions for ENVIRONMENTAL PARTNERS to enter upon public and private properties as required for ENVIRONMENTAL PARTNERS to perform the services under this Agreement.
3. Client will designate, in writing, persons to act as Client's representative and Project Team members with respect to the services to be rendered under this Agreement.

SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES:

ENVIRONMENTAL PARTNERS shall furnish the following engineering and supplemental services in connection with the review of the Town's Sewer Rates.

Sewer Rate Study

The intent of the sewer rate study is to review the current rates for the Downtown Buzzards Bay Sewer Use Area treated at the Wareham Wastewater Treatment Plant and the new WWTF constructed in 2021.

The study will take the current structure and assess based on the following objectives.

Study Objectives

1. Provide cost-of-services analysis that identifies both direct and indirect costs of providing wastewater services to both Downtown Buzzards Bay Wareham WWTF subareas and the new WWTF areas.
2. Recommend rates necessary to adequately fund the wastewater system through a 5-year rate horizon, including consideration of inflationary/indexed adjustments.
3. Ensure that rate structures fairly distribute the cost of service among users (residential, commercial and industrial).
4. Explore and identify alternative best management practice rate models and structures to be considered.
5. Assist in the definition of user categories: residential, transient, seasonal, commercial and industrial.

Rate Structure to Include:

1. Restructuring of user charges as needed.
2. Consideration will include:
 - a. Current and future cost of providing services in accordance with established and anticipated standards, regulations, facility and capital improvement plans.
 - b. Projected needs.
 - c. Age and condition of infrastructure.
 - d. Funding requirements for all current long-term liabilities and debt obligations.
 - e. Provide system reinvestment requirements equal to annual depreciation expense.
3. Provide up to two Alternative rate structures
 - a. Alternative 1 will be rate analysis over a five year period assuming rate freeze.
 - b. Alternative 2 will consider rate increases with gradual increases based on annual inflationary/indexed adjustments and potential system improvements required.

Current Rate Structure Review:

1. Assess the current rate structure's performance as a baseline for comparing recommended changes.
2. Assess the equity of the current rate structure for all customer classifications.
3. Sensitivity Analysis: assess the ability of the revenue stream generated by each alternative rate structure to fund system costs. Looking at long-term revenue generated under the alternatives against the impacts of future growth.
4. Provide information on current rate structures for comparable communities and regional factors.
5. Discuss following allocations:
 - a. Capital Costs.

- b. Operations and Maintenance Costs.
- c. Retained Earnings.
- d. Debt Service.
- e. Billing Frequency.

Prepare Draft of Recommended Alternatives

- 1. Present preliminary recommendations to staff for comments.
- 2. Present preliminary recommendations to Board of Sewer Commissioners.

Prepare Final of Recommended Alternative

- 1. Incorporate comments on Draft Recommended Alternatives and final recommended rate structure.
- 2. Present to BOSC.

Meetings

Attend at least 4 public meetings to assist the town in public participation of adoption of new rate structure.

SECTION 4. COMPENSATION:

The Client agrees to pay to ENVIRONMENTAL PARTNERS as compensation for professional services under this Agreement as follows:

- A. Compensation for services under SECTION 3 shall be made on the basis of a not to exceed fee of Thirty Four Thousand Eight Hundred Dollars (\$34,800.00).
- B. The compensation indicated above is based on an estimate of the character and extent of services involved. Unforeseen conditions, which become evident during the course of the services, may alter or increase the effort required. The not-to-exceed amounts indicated for any task will not be exceeded without formal written amendment to this Agreement between the Client and ENVIRONMENTAL PARTNERS.
- C. Payment for services shall be made by the Client to ENVIRONMENTAL PARTNERS on the basis of periodic invoices. Payment shall be made by the Client on or before thirty (30) calendar days after receipt of any invoice. If the Client objects to any invoice submitted by ENVIRONMENTAL PARTNERS, Client shall advise ENVIRONMENTAL PARTNERS of Client's objections, in writing, within fourteen (14) days of receipt of such invoice.

SECTION 5. REVISION OF SCOPE OF WORK:

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by the Client and ENVIRONMENTAL PARTNERS. The cost to the Client shall be determined by mutual agreement provided that ENVIRONMENTAL PARTNERS shall be compensated for all services performed on any part of the services affected by the change order.,

SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement promptly upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall endeavor to perform its services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

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ENVIRONMENTAL PARTNERS's liability resulting from any acts, errors or omissions in the performance of services under this Agreement, and any liability for any indemnity agreed to herein, shall not exceed the amount of compensation paid to ENVIRONMENTAL PARTNERS under this Agreement or \$20,000, whichever is greater.

If ENVIRONMENTAL PARTNERS, in the course of conducting its services, is requested to or deems it necessary to take any samples of potentially hazardous waste, then ENVIRONMENTAL PARTNERS shall, with the prior written approval of the Client, receive additional compensation plus expenses for its services and the appropriate laboratory tests and analysis.

ENVIRONMENTAL PARTNERS' services shall be performed in a manner consistent with the degree of skill and care exercised by competent members of the engineering profession performing similar services under similar circumstances in similar locations.

The Client acknowledges that ENVIRONMENTAL PARTNERS is a limited liability company and agrees that any claim made by the Client arising out of any alleged act or omission of any director,

officer or employee of ENVIRONMENTAL PARTNERS in the execution or performance of this Agreement, shall be made against the limited liability company and not against such director, officer or employee or any other individual associated with ENVIRONMENTAL PARTNERS

It is understood and agreed that any use, reproduction, distribution or alteration of any drawings in digital format, including CAD drawings, is specifically prohibited unless authorized in writing by ENVIRONMENTAL PARTNERS. Any unauthorized use will be at the Client's risk and full legal responsibility, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

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Neither the Client nor ENVIRONMENTAL PARTNERS shall assign its interest in this Agreement without the written consent of the other.

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It is understood and agreed in connection with the performance of ENVIRONMENTAL PARTNERS services under this Agreement, that any persons or entities engaged by ENVIRONMENTAL PARTNERS to perform any portion of those services shall be independent contractors of

ENVIRONMENTAL PARTNERS. Any such persons or entities shall be solely responsible for the methods and means used in performing their services, and they shall not be deemed an employee or agent of, nor a joint venture with ENVIRONMENTAL PARTNERS.

Under no circumstances shall ENVIRONMENTAL PARTNERS be liable to the Client for indirect, special or consequential damages, including but not limited to loss of use, loss of profit, or claims for delay, impact or disruption damages made by Client, or any contractors or subcontractors.

ENVIRONMENTAL PARTNERS shall be liable only to the extent that its negligence has actually caused any injury or damage to the Client. In the event that ENVIRONMENTAL PARTNERS is adjudicated or otherwise found to be jointly negligent, the liability of ENVIRONMENTAL PARTNERS shall be limited to the proportion or degree of its actual negligence, and recovery against ENVIRONMENTAL PARTNERS shall be limited to ENVIRONMENTAL PARTNERS's percentage share of the joint negligence as applied against the total amount recoverable.

Since ENVIRONMENTAL PARTNERS has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL PARTNERS' opinions of probable Project Cost and Construction Cost to the extent provided are made on the basis of ENVIRONMENTAL PARTNERS' experience and qualifications and represent its best judgment as experienced and qualified professional engineers, familiar with the construction industry; but ENVIRONMENTAL PARTNERS cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by ENVIRONMENTAL PARTNERS.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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information and certifications upon request.

Should any provision or part thereof of this Agreement be held illegal or unenforceable, then such provision or part shall be deemed stricken and the remaining provisions and parts thereof shall remain in full force and effect. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and ENVIRONMENTAL PARTNERS.

This Agreement (consisting of pages 1 to 8 and inclusive) constitutes the entire Agreement between the Client and ENVIRONMENTAL PARTNERS and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

I certify that an appropriation
is available in the amount of this
Contract.

By: 

Town Accountant

TOWN OF BOURNE

By: 

Name Glenn Cannon

Title Acting Town Administrator

**ENVIRONMENTAL PARTNERS
GROUP, LLC.**



By: _____

Name: Ryan J. Trahan, P.E.,
President | COO

February 14, 2022
Date

TOWN OF BOURNE, MA

**AGREEMENT
FOR
ENGINEERING AND SUPPLEMENTAL SERVICES
IN CONNECTION WITH
CATAUMET HARBOR WASTEWATER TREATMENT FACILITY
OWNERSHIP TRANSFER STUDY**

OCTOBER 2021



THIS AGREEMENT, made and entered as of the date_____, by and between the TOWN OF BOURNE, MA acting through its TOWN ADMINISTRATOR (hereinafter called the Client), and ENVIRONMENTAL PARTNERS GROUP, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal place of business in Quincy, Massachusetts (hereinafter called ENVIRONMENTAL PARTNERS) (Client and Environmental Partners referred to as "Parties").

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1. Client to provide existing available information as requested.
2. Client will arrange for access and make all provisions for ENVIRONMENTAL PARTNERS to enter upon public and private properties as required for ENVIRONMENTAL PARTNERS to perform the services under this Agreement.
3. Client will designate, in writing, persons to act as Client's representative and Project Team members with respect to the services to be rendered under this Agreement.

SECTION 3. CHARACTER AND EXTENT OF ENGINEERING AND SUPPLEMENTAL SERVICES:

ENVIRONMENTAL PARTNERS shall furnish the following engineering and supplemental services in connection with Cataumet Harbor WWTF ownership transfer study.

A detailed Scope of Services in the attached ENVIRONMENTAL PARTNERS proposal dated October 4, 2021 (Exhibit A - 5 pages)

SECTION 4. COMPENSATION:

The Client agrees to pay to ENVIRONMENTAL PARTNERS as compensation for professional services under this Agreement as follows:

- A. Compensation for services under **Phase 1 - Initial Assessment** shall be made on the basis of a not to exceed fee of Twenty Three Thousand Three Hundred Dollars (\$23,300.00).
- B. Compensation for services under **Phase 2 - Development of Transition Plan** shall be made on the basis of a not to exceed fee of Forty Three Thousand One Hundred Dollars (\$43,100.00). Phase 2 will not commence until specific Notice to Proceed is provided by the Client.
- C. The compensation indicated above is based on an estimate of the character and extent of services involved. Unforeseen conditions, which become evident during the course of the services, may alter or increase the effort required. The not-to-exceed amounts indicated for any task will not be exceeded without formal written amendment to this Agreement between the Client and ENVIRONMENTAL PARTNERS.
- D. Payment for services shall be made by the Client to ENVIRONMENTAL PARTNERS on the basis of periodic Invoices. Payment shall be made by the Client on or before thirty (30) calendar days after receipt of any invoice. If the Client objects to any invoice submitted by ENVIRONMENTAL PARTNERS, Client shall advise ENVIRONMENTAL PARTNERS of Client's objections, in writing, within fourteen (14) days of receipt of such invoice.

SECTION 5. REVISION OF SCOPE OF WORK:

If the Client requests changes in the character and extent of engineering and supplemental services consisting of additions, deletions, or modifications, either directly or as a result of requirements by governmental agencies, following completion of a portion of the services as shall necessitate setting aside a portion of the completed services, the compensation and time of completion shall be adjusted accordingly. All such changes shall be authorized in writing and signed by the Client and ENVIRONMENTAL PARTNERS. The cost to the Client shall be determined by mutual agreement provided that ENVIRONMENTAL PARTNERS shall be compensated for all services performed on any part of the services affected by the change order.,

SECTION 6. TIME OF COMPLETION:

ENVIRONMENTAL PARTNERS agrees to commence work under this Agreement promptly upon receipt of an executed copy of the Agreement. ENVIRONMENTAL PARTNERS shall endeavor to perform its services under this Agreement as expeditiously as is consistent with professional skill and

care and the orderly progress of the work.

SECTION 7. GENERAL CONDITIONS:

No services shall be performed under this Agreement for real estate surveying, for acquisition of easements, for land takings or for any other real estate conveyance purpose.

ENVIRONMENTAL PARTNERS is not obligated to prepare for or make an appearance in any litigation or in any arbitration proceeding on behalf of the Client, except in consideration of additional compensation to be mutually agreed upon.

ENVIRONMENTAL PARTNERS's liability resulting from any acts, errors or omissions in the performance of services under this Agreement, and any liability for any indemnity agreed to herein, shall not exceed the amount of compensation paid to ENVIRONMENTAL PARTNERS under this Agreement or \$20,000, whichever is greater.

If ENVIRONMENTAL PARTNERS, in the course of conducting its services, is requested to or deems it necessary to take any samples of potentially hazardous waste, then ENVIRONMENTAL PARTNERS shall, with the prior written approval of the Client, receive additional compensation plus expenses for its services and the appropriate laboratory tests and analysis.

ENVIRONMENTAL PARTNERS' services shall be performed in a manner consistent with the degree of skill and care exercised by competent members of the engineering profession performing similar services under similar circumstances in similar locations.

The Client acknowledges that ENVIRONMENTAL PARTNERS is a limited liability company and agrees that any claim made by the Client arising out of any alleged act or omission of any director, officer or employee of ENVIRONMENTAL PARTNERS in the execution or performance of this Agreement, shall be made against the limited liability company and not against such director, officer or employee or any other individual associated with ENVIRONMENTAL PARTNERS

It is understood and agreed that any use, reproduction, distribution or alteration of any drawings in digital format, including CAD drawings, is specifically prohibited unless authorized in writing by ENVIRONMENTAL PARTNERS. Any unauthorized use will be at the Client's risk and full legal

responsibility, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

Plans and specifications prepared by ENVIRONMENTAL PARTNERS as instruments of service are and shall remain the property of ENVIRONMENTAL PARTNERS whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies of plans and specifications, for information and reference in connection with the Client's use and occupancy. The plans and specifications shall not be used by the Client on other projects, for additions to this project, or for completion of this project by others except by agreement in writing with ENVIRONMENTAL PARTNERS. Any reuse without specific written authorization by ENVIRONMENTAL PARTNERS, however, will be at the sole risk of the Client, and the Client shall indemnify and hold harmless ENVIRONMENTAL PARTNERS from all claims, losses, and expenses arising therefrom.

If ENVIRONMENTAL PARTNERS' services are delayed or suspended in whole or in part by the Client for more than six (6) months for reasons beyond ENVIRONMENTAL PARTNERS' control, the amount of compensation provided for elsewhere in the Agreement shall be subject to renegotiation.

Neither the Client nor ENVIRONMENTAL PARTNERS shall assign its interest in this Agreement without the written consent of the other.

ENVIRONMENTAL PARTNERS shall indemnify and hold harmless the Client from and against damages, losses, and expenses, to the extent caused by the negligent acts, negligent errors or omissions of ENVIRONMENTAL PARTNERS or their employees in the performance of this Agreement.

It is understood and agreed in connection with the performance of ENVIRONMENTAL PARTNERS services under this Agreement, that any persons or entities engaged by ENVIRONMENTAL PARTNERS to perform any portion of those services shall be independent contractors of ENVIRONMENTAL PARTNERS. Any such persons or entities shall be solely responsible for the methods and means used in performing their services, and they shall not be deemed an employee or agent of, nor a joint venture with ENVIRONMENTAL PARTNERS.

Under no circumstances shall ENVIRONMENTAL PARTNERS be liable to the Client for indirect, special or consequential damages, including but not limited to loss of use, loss of profit, or claims for delay, impact or disruption damages made by Client, or any contractors or subcontractors.

ENVIRONMENTAL PARTNERS shall be liable only to the extent that its negligence has actually caused any injury or damage to the Client. In the event that ENVIRONMENTAL PARTNERS is adjudicated or otherwise found to be jointly negligent, the liability of ENVIRONMENTAL PARTNERS shall be limited to the proportion or degree of its actual negligence, and recovery against ENVIRONMENTAL PARTNERS shall be limited to ENVIRONMENTAL PARTNERS's percentage share of the joint negligence as applied against the total amount recoverable.

Since ENVIRONMENTAL PARTNERS has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENVIRONMENTAL PARTNERS' opinions of probable Project Cost and Construction Cost to the extent provided are made on the basis of ENVIRONMENTAL PARTNERS' experience and qualifications and represent its best judgment as experienced and qualified professional engineers, familiar with the construction industry; but ENVIRONMENTAL PARTNERS cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by ENVIRONMENTAL PARTNERS.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by the Client, ENVIRONMENTAL PARTNERS shall be paid its compensation for services performed through the termination date.

ENVIRONMENTAL PARTNERS shall, at its expense, obtain and maintain insurance which, includes Workers' Compensation Insurance and Professional Liability Insurance, and will furnish information and certifications upon request.

Should any provision or part thereof of this Agreement be held illegal or unenforceable, then such provision or part shall be deemed stricken and the remaining provisions and parts thereof shall remain in full force and effect. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and ENVIRONMENTAL PARTNERS.

This Agreement (consisting of pages 1 to 6 and Exhibit A inclusive) constitutes the entire Agreement between the Client and ENVIRONMENTAL PARTNERS and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year herein below written.

I certify that an appropriation
is available in the amount of this
Contract.

By: Michael Ell

Town Accountant

By: Robert Troy
Robert Troy
Town Counsel

TOWN OF BOURNE

By: Timothy King
Name Timothy King
Title Acting Town Administrator

**ENVIRONMENTAL PARTNERS
GROUP, LLC.**

By: Ryan J. Trahan
Name: Ryan J. Trahan, P.E.,
President | COO
10/14/21
Date



EXHIBIT A

October 4, 2021

Glenn Cannon
Assistant Town Administrator
24 Perry Ave.
Bourne, MA 02532-3441

**RE: Cataumet Harbor WWTF Potential Transfer of Ownership
Engineering Technical Services Scope of Work**

Dear Glenn,

Environmental Partners Group LLC appreciates this opportunity to provide the Town of Bourne with engineering technical services in support of the potential transitioning of the privately owned and operated Cataumet Harbor Wastewater Treatment Facility (CHWWTF) into a municipally-owned system.

Our recommended scope of engineering services consists of an initial Phase 1 effort to provide a basis for the Town to determine the merit of pursuing this opportunity. In this scope of work, we identify the specific engineering needs and strategy for affecting the transition, and mapping out the tasks, their sequence and schedule for completing the transition if the Town chooses to move in this direction.

Phase 1 – Initial Assessment

The engineering tasks to be performed, by Environmental Partners, during this first phase of the transition program consist of kick-off activities, a review of engineering aspects of regulatory issues, operations management, financial management and planning, technical support with legal issues, and Town coordination and public information activities.

KICK-OFF ACTIVITIES

- Participate in a kick-off meeting with representatives of the Town to review the 2015 US EPA funded study presenting various scenarios to connect Red Brook Harbor neighborhood homes to the CHWWTF. The objective of the meeting will be to gain a better understanding of the findings of the 2015 study, identify the Town's team and supporting committees to be involved in the initial vetting of this potential transition, and to identify the broad categories of engineering issues to be addressed as part of the transition.
- Conduct a walk through the CHWWTF as part of an initial assessment of visible infrastructure and to familiarize the team on the technology used and operations and maintenance.
- Provide an engineering review of any pertinent reports, record drawings and operation and maintenance records provided by Cataumet Harbor Wastewater Treatment Facility, LLC.

- Discuss and identify technical obligations and roles in the transition, and confirm the Town's expectations of what the private entity is to provide in the process. This will become the foundation for the draft Agreements or Memorandums of Understanding between the Town and Cataumet Harbor Wastewater Treatment Facility, LLC.
- Develop a task-specific flow chart of the transition program that is envisioned, with a schedule for its implementation. Review this transition strategy with the Town's team to gather their input, and prepare a final version of this flow chart. Prepare a forecast of the budget needs for implementing this transition program and translate this budget into a cash flow forecast based on the Town's fiscal year planning cycle. This transition plan will be updated as the engineering aspects of the regulatory, operations, financial, planning and legal matters of the transition become more defined through these Phase 1 activities.

REGULATORY ISSUES

- Provide an engineering review of the status of the CHWWTF's Groundwater Discharge Permit approvals, the results of any DEP surveys of the facilities and monthly discharge monitoring reports, the O&M Manual, and daily inspection logs for the last 3 years. Review costs associated with solids and sludge removal and disposal.

Excerpt from MassDEP Draft Renewal Permit for Groundwater Discharge:

"Groundwater Discharge Permit No. 954 permitted 05/12/2015 Expiration Date May 12, 2020 - 32,430 gpd. On March 27, 2020 the state provided a Draft renewal permit. The draft permit sets aside 19,945 gpd reserved capacity for adjacent residential buildings. There is a Nitrate-Nitrogen Limit and a cumulative Nitrogen Annual Load to Red Brook Harbor. Cumulative limit is based on flow. They included Total Phosphorus (P). There are monitoring wells for sampling. Horsley Witten did the modeling of the bed loading. Required to caring 25% of the estimated construction cost of the WWTF and all other associated infrastructure other than land, ground and disposal area, in an interest bearing escrow account in accordance with financial assurance mechanism and 314 CMR 5.15. It's a Grade 4 facility. Need one plant operator Grade 4 and a backup with at least Grade 3."

"In 2030 an engineering report will be required to outline in detail modifications to the facility or other changes which may be required to insure the facility can remain in compliance for the next 5 year period."

- Coordinate and participate in a meeting with the MassDEP Southeast Region to discuss their role and regulatory needs for the transition. We view MassDEP as being a partner in this transition, and their early involvement and consistent participation will be key.
- Provide an engineering review of the Business Plan for submission to MassDEP. This will include compiling available materials, reports, financial performance and forecast information that are required components of the Business Plan consisting of the following: staffing plan, groundwater quality testing and monitoring programs, capital improvements plan, operations and maintenance plans, sewer use controls, emergency response plan and

infiltration inflow management plan. Identify information that will need to be prepared for the Plan's completion.

Phase 2 – Development of Transition Plan

Environmental Partners will proceed with the Phase 2 Scope of Work if the Town determines to proceed with further negotiations for the transition of the wastewater system.

OPERATIONS PLANNING

- Discuss with the Town the engineering needs for the operation of the sewer collection system and the role that Cataumet Harbor WWTF LLC will provide on an interim status and the integration of the Town's future wastewater system operator in this transition. Identify the operations and maintenance needs for the treatment system and collection system, emergency response conditions and regulatory reporting.
- Provide an engineering review of the existing wastewater system regulations and rate structure and provide recommendations on modifications or additional aspects of the regulations that should be made to make it specific to the Town's ownership and management of the system.
- Assist the Town in preparing the engineering aspects of the requirements for incorporation of the operations of the facility into the Town's current sewer system operations agreement.
- Meet with the Town to identify the Town's preferred approach to managing the business aspects of the system to include the Cataumet system into the Town's existing billing and accounting system.

Financial and Engineering Management and Planning

- Provide an engineering review of the existing Capital Improvements Plan for the wastewater system, particularly those that are prioritized over the next five years.
- Review the forecasted operations costs of the system and provide updated cost projections for the system expenses on a fiscal year basis.
- Conduct a limited rate analysis that considers the system expenses, capital debt service obligations and revenues to confirm that the rate structure will meet the engineering needs of the system.

Legal

- Provide an engineering review of the Purchase and Sale Agreement between Cataumet Harbor WWTF LLC and the Town and its associated conditions to identify items that may represent long-term liability issues and obligations of the Town under the Agreement.
- Provide engineering support to the Town's legal counsel that is providing oversight and assistance to the Town in affecting the system transition. We have budgeted two meetings with Town Counsel for this task

Town Coordination

- Attend up to three meetings with the Town's Transition and Evaluation Team to inform them of the transition program and to hear issues of concern to them that the Town should address.
- As directed by the Town's representatives, attend up to three meetings with the Board of Sewer Commissioners as the Town's engineering consultant to inform them of the transition strategy from a wastewater engineering perspective, and to provide related periodic updates on the progress of the transition.

We have budgeted a total of 6 additional meetings for this scope item.

Additional engineering tasks other than those identified above may become necessary and will be performed at the direction and prior approval of the Town.

Compensation

Compensation for services provided by Environmental Partners Group, LLC related to the above scope of work will be invoiced in accordance with the attached rates sheet for Environmental Partners' personnel identified specifically with the project, plus reimbursable expenses and subcontractor costs up to a not to exceed amount of \$66,400.00

We propose to begin with Phase 1 for a not to exceed amount of \$23,300.00. If the Town determines that they would like to proceed with this opportunity we would begin Phase 2 of the work for \$43,100.00 upon approval of the Town.

Reimbursable expenses, as used herein, are defined as being actual expenses included by Environmental Partners for transportation, telephone, printing and the like times a factor of 1.10 and also includes the amount billed to Environmental Partners by special consultants employed by Environmental Partners for such consultant's services times a factor of 1.10.

Payment for service shall be made to Environmental Partners on the basis of invoices submitted on a monthly basis. Payment shall be made on or before thirty calendar days after receipt of such invoice.

We look forward to providing you with assistance on this project. Should you wish to discuss the scope of work items or have any questions, please do not hesitate to contact Helen, whose contact information is provided below. If you wish to move forward with this work we will provide you with a contract for execution.

Sincerely,



Environmental Partners Group, LLC
Ryan J. Trahan, P.E.
President/COO
O: 617.657.02523
E: rjt@envpartners.com



Helen T. Gordon, P.E., BCEE
Sr. Program Manager | Associate
C: 781.856.2611
E: htg@envpartners.com

To: Marlene McCollem, Town Administrator
From: David S. Cody, Fire Chief
Date: April 21, 2022
Subject: Ambulances

Unit	Year	Make	Present Mileage
Ambulance 135	2016	International Terrestar	121,421*
Ambulance 136	2017	International Terrestar	133,622
Ambulance 133	2019	Ford	61,497
Ambulance 134	2019	Ford	67,097

*Ambulance 135 (2016) has lower mileage than A136 (2017) because it was out of service for almost a year for repairs after accident

The 2019 Ford Ambulances both went into service in January of 2020 and are averaging approximately 30,000 miles per year.

A133 and A134 (2019 Fords) only fit in the Sagamore and Buzzards Bay stations. They will fit in the Monument Beach station with modification to the apparatus door height.

The Monument Beach station will need to have modifications before delivery of new ambulances.

Transport to More Distant Hospitals

As a general practice, we transport patients to closest geographic emergency department however, a patient's medical condition often requires that we transport the patient to a more distant hospital that is capable of providing appropriate care. For example, certain cardiac patients, stroke patients and trauma patient must be transported to Cape Cod Hospital, South Shore Hospital, St. Luke's Hospital and Rhode Island Hospital. This is required per the *Mass. Department of Public Health-Approved Statewide Point of Entry Plan for Appropriate Health Care Destination Based on Patient's Specific Condition and Need* in the Mass. EMS Prehospital Statewide Treatment Protocols.

AGREEMENT FOR PROFESSIONAL SERVICES

Between

Town of Bourne
Department of Public Works
35 Ernest Valeri Road
Bourne, MA 02532

And

BETA GROUP, INC.
701 George Washington Highway
Lincoln, RI 02865

For

Way Ho and Taylor Point Marina
Grinder Pump Station Replacement Project Buzzards Bay, MA

THIS *AGREEMENT* made this 21 *Day of April 2022* between the **Town of Bourne**, hereinafter called the "CLIENT", and **BETA Group, Inc.**, hereinafter called the "ENGINEER".

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

ARTICLE 1 - ENGAGEMENT OF ENGINEER

1.1 CLIENT hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to provide **Design and Construction Services** and related professional services in connection with **Way Ho and Taylor Point Marina Grinder Pump Station Replacement**, hereinafter called the "PROJECT".

ARTICLE 2 - SERVICES OF ENGINEER

- 2.1 ENGINEER will provide **Design and Construction Services** for the PROJECT as more completely described on Attachment A, Scope of Services.
- 2.2 The ENGINEER will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will consult with and advise the CLIENT during the performance of services provided under this Agreement.
- 2.3 The ENGINEER shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care).
- 2.4 Estimates of probable construction costs, if any, by the ENGINEER represent its judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the CLIENT has any control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from estimates.

ARTICLE 3 - RESPONSIBILITIES OF CLIENT

The CLIENT, at no cost to the ENGINEER, will:

- 3.1 Provide ENGINEER with all available information pertinent to the PROJECT at the onset of the PROJECT.
- 3.2 If required, provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for ENGINEER to provide the services under this Agreement.
- 3.3 Designate a person to act as CLIENT'S representative with respect to the services to be provided under this Agreement, such person to have complete authority to transmit instructions, receive, information, interpret and define the CLIENT'S decisions with respect to the subject professional services.
- 3.4 Furnish all legal services required in connection with the subject release, including resolution of liability and site access issues with the adjacent property owner(s) and all negotiations in connection therewith.
- 3.5 Administer and pay all application and other fees related to regulatory reviews and permitting approvals with any Federal, State and local agencies having jurisdiction for the project.

ARTICLE 4 - COMPENSATION & PAYMENT

- 4.1 For the services performed under this Agreement, and as outlined in Attachment A, the CLIENT will pay the ENGINEER on a time-charge plus expense basis, monthly as charges accrue. Monthly invoices shall reflect personnel and hours worked. If additional work beyond the Fee Budget is required, the CLIENT shall be contacted for approval prior to proceeding.
- 4.2 Compensation for labor will be salary cost times a multiplier of **2.10**. Salary cost is defined as salary and wages paid to personnel for time chargeable to the project plus a percentage covering: allowances for sick leave, vacation and holiday pay; taxes and insurance premiums based upon billable time; and medical benefits.
- 4.3 Compensation for Reimbursable expenses, subconsultants' charges and subcontractors' services will be billed at a multiplier of **1.10**. These include, but are not limited to such typical expenses as the cost of: mileage, express mail, printing and reproduction, identifiable supplies, equipment rental, outside specialized sub-consultants (i.e. electrical, instrumentation, geotechnical, etc.) charges, subcontracts for services such as surveys, subsurface investigations, television inspection of sewers, and testing by commercial laboratories, application fees and/or other charges by reviewing authorities.
- 4.4 The total labor charges and reimbursable expenses for the Scope of Services described in Attachment A shall be generally consistent with the Fee Budget in Attachment B and shall not exceed **\$78,215** without prior written approval from the CLIENT.
- 4.5 Payment to the ENGINEER shall be made within 30 days after receipt of an acceptable invoice; any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month. If the CLIENT objects to any invoice submitted by the ENGINEER, the CLIENT shall so advise the ENGINEER in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by the CLIENT.

- 4.6 Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to ENGINEER within 45 days of the date of invoice, ENGINEER may, without waiving any other claim or right against the CLIENT, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due ENGINEER and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

ARTICLE 5 – SERVICES NOT INCLUDED

- 5.1 The following services or costs are not included under this AGREEMENT.
- The WHR has an adequate grease removal system upstream of the pump station;
 - Both existing stations have sufficient capacity;
 - Wetland delineation is not required;
 - Full wetland survey is not required unless otherwise stated;
 - Environmental investigations and environmental design services are not required;
 - Permits and permit fees are not required;
 - Geotechnical investigations are not required and
 - Dewatering and excavation support design is not required.
- 5.2 For additional services, compensation shall be negotiated with CLIENT in accordance the terms described under Article 4.

ARTICLE 6 – TIME OF COMPLETION

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. ENGINEER will perform services under this AGREEMENT in a timely manner consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen site/weather conditions or project delays beyond the control of ENGINEER may result in an adjustment to the indicated schedule. Should such conditions arise, ENGINEER will notify CLIENT as soon as reasonably possible.
- 6.3 The estimated time for completion for the design portion of work, up to bidding of the PROJECT is **25 working** days. The estimated time for completion for the construction portion of work of the PROJECT is **15 working** days.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1 Client agrees to hold harmless the Engineer from claims caused by the negligence of the Client in connection with this PROJECT. Engineer agrees to hold harmless the Client from claims caused by the negligence of the Engineer in connection with this PROJECT. Client and Engineer agree that the Engineer shall provide services in accordance with standard practices of professional engineering services as provided in Section 2.3 above.
- 7.2 Nothing herein contained shall be construed to obligate the ENGINEER to prepare for or appear in litigation on behalf of the CLIENT, except in consideration of additional compensation to be mutually agreed upon.
- 7.3 The ENGINEER shall carry insurance in the following types and limits:

Workman's Compensation Statutory Limits

Employer's Liability \$1,000,000

Comprehensive General Liability:

Comprehensive general liability insurances coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, property damage, personal injury and products liability.

Comprehensive Automobile Liability Insurance:

Combined Single Limit \$1,000,000

Professional Liability \$1,000,000 per claim and in the aggregate

- 7.4 Certificates of Insurance will be furnished upon request. If CLIENT requires additional insurance coverage, and it is available, the CLIENT agrees to reimburse the ENGINEER for such additional expense. The CLIENT hereby waives, and shall require its insurer(s) to waive, any and all subrogation rights against the ENGINEER and its SUBCONSULTANTS.

ARTICLE 8 – TERMINATION OF AGREEMENT

- 8.1 Termination for Cause: If, through cause, ENGINEER fails to fulfill in a timely manner the obligations under this Agreement, or if ENGINEER violates the provisions of this Agreement, CLIENT shall thereupon have the right to terminate this Agreement by written notice to ENGINEER of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against the ENGINEER. If the AGREEMENT is terminated by the CLIENT for reasons other than for cause, ENGINEER will be paid for services performed as of date of notice is received, less payment for compensation previously made.
- 8.2 DELETED
- 8.3 Documents: In either of the foregoing events, finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other final materials prepared by the ENGINEER under this AGREEMENT shall be surrendered to the CLIENT following ENGINEER receiving just and equitable compensation for services provided under this AGREEMENT.

ARTICLE 9 – OWNERSHIP AND REUSE OF DOCUMENTS

- 9.1 One (1) copy of all final project documents (deliverables) shall be furnished by ENGINEER to CLIENT. All final documents prepared by the ENGINEER for the PROJECT shall become the property of the CLIENT upon completion of the project and receipt of final payment by ENGINEER. Any re-use of such documents without ENGINEER'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to ENGINEER or ENGINEER'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the ENGINEER'S rights under this Agreement.

- 9.2 If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.
- 9.3 To the extent permitted by law, ENGINEER retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized ENGINEER representative. Subject to Article 9.1, ENGINEER licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer-generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.

ARTICLE 10 - AUTHORIZATION TO BEGIN WORK

- 10.1 Execution of this Agreement shall be considered Notice to Proceed.

ARTICLE 11 - CLIENT FURNISHED INFORMATION

- 11.1 CLIENT shall provide ENGINEER with all available project related technical data including historical environmental reports, and all other relevant data. ENGINEER will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services.
- 11.2 CLIENT shall arrange for site access for ENGINEER.

ARTICLE 12 - ASSIGNABILITY

- 12.1 Neither party to this Agreement shall assign any interest in this Agreement, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

ARTICLE 13 - LIMITATION OF LIABILITY

- 13.1 CLIENT hereby agrees that to the fullest extent permitted by law, ENGINEER'S total liability, including defense costs if required by this Agreement, to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to ENGINEER'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the proceeds recovered under limits specified in Article 7.3.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a

resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

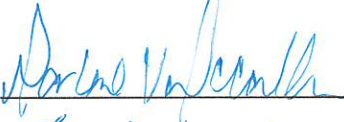
- 14.2 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or ENGINEER, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.
- 14.3. 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 CLIENT or ENGINEER. ENGINEER's services under this Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against ENGINEER because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any employee, representative or consultant of the ENGINEER. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by ENGINEER hereunder, the CLIENT shall only seek recourse against ENGINEER and waives any right to pursue a claim against ENGINEER's individual directors, officers or employees.
- 14.4 In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which ENGINEER has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, ENGINEER shall be entitled to additional compensation to provide such services as may be necessary to assist CLIENT in its response to DEP.
- 14.5 CLIENT understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the CLIENT, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, CLIENT recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. CLIENT also agrees to hold ENGINEER and its LSP harmless for any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.
- 14.6 ENGINEER certifies that it is not listed as debarred or suspended on the Debarment Lists maintained by any local, state or federal agency. Furthermore, ENGINEER confirms that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists referenced above.

ARTICLE 15 – JURISDICTION

15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the **Commonwealth of Massachusetts.**

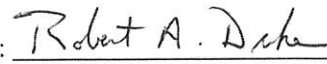
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written above.

TOWN OF BOURNE

By: 
Title: Town Administrator
Date: 4.21.22

Michael Ellis, Town Accountant
4/21/2022

BETA GROUP, INC.

By: 
Title: Vice President
Date: April 20, 2022

Funding source line 5800-5870 Replacement
Equipment. Available balance \$136,221.51

**ATTACHMENT A
AGREEMENT BETWEEN
THE TOWN OF BOURNE
and BETA GROUP, INC.**

SCOPE OF SERVICES

The Town of Bourne is requesting that BETA Group, Inc. (BETA) provide Design, Construction Administration and Oversight Services for the replacement of the Way Ho and Taylor Point Marina Grinder Pump Stations.

PROJECT UNDERSTANDING

There are two existing Town owned grinder pump stations that are in need of upgrade/replacement. The stations are located at the Way Ho Restaurant (WHR) and Taylor Point Marina (TPM).

The WHR grinder pump station is buried within the restaurant parking lot, services the restaurant and discharges to gravity sewer in Main Street. The station consists of a concrete vault with a duplex grinder pump system installed within the vault. The pumps discharge to copper piping within the vault that appears corroded.

The TPM grinder pump station is buried in a grassed area adjacent to the marina parking lot, services the marina (boat pump out and information center) and discharges to gravity sewer in Wright Lane. The station was originally constructed as a pneumatic ejector located in an underground metal "can". The upstream gravity sewer manhole was converted to a wet well with a grinder pump system inserted into the concrete sewer manhole. The pneumatic ejector underground structure still houses electrical and control equipment.

Both stations are beyond their intended design life, maintenance intensive and are require replacement. The Town would like plans and specifications for the demolition and replacement of the stations. The project includes:

- New submersible grinder pump stations.
 - The WHR station will be constructed adjacent to the existing station within the parking lot to maintain operation and service to the WHR. Note, parking will be impacted and must be coordinated with WHR.
 - The TPM station will be constructed in the location of the existing station. Maintaining station operation through construction will not be required during off-season.
- As requested by the Town, the pumps will be specified to be manufactured by Liberty Pumps.
- Electrical
 - Power distribution
 - Electrical enclosure
 - Main circuit breaker and Panelboard
- New pump controls and alarm annunciation.
 - The pump control panel will be designed around the pump manufacturer's standard and include an emergency generator connection and manual transfer switch.
 - Alarm annunciation will be provided by a third party "dialer". The Town indicated that Wifi may be available at each location. This will provide for monitoring and alarming without a monthly monitoring maintenance fee.
 - Pump controls are assumed to consist of float switches.
- Site restoration

DESIGN SERVICES

Task 1 – Field Investigation/Base Plan Development

The first step in the project is to conduct a project “kick-off” meeting with key stakeholders to discuss all facets of the project. Town preferences and schedule of events will be established.

A field investigation will be performed to locate the station and surrounding limits of pavement, known utilities and pertinent objects in and near the project areas. Elevation measurements will be made with a Leica GG04 Bluetooth Antenna with a Getac Tablet GPS Measurement Unit. The information will be utilized to generate digital basedrawings to proceed with design.

Task 2 – 75% Design

The 75% design will include:

- Basic design criteria and operational parameters for all disciplines
- General description of the recommended sequence of construction to minimize downtime
- Sizes and selection of pump
- Demolition Drawings
- Civil Site Drawings
- Mechanical Process Drawings
- Electrical Drawings
- Draft Specifications
- Opinion of Probable Construction Cost
- A second meeting will be held to review the 75 percent Design documents.

The 75% Design will demonstrate to the Town how the design concepts will be translated into substantive engineering drawings. The intent of the 75% Design submission is to obtain the Town’s technical review and input prior to substantial completion of the Final Contract Documents.

Task 3 – Final Design

BETA will prepare final Contract Documents and assemble a plans and specifications suitable for bidding.

Task 4 – Bid Services

Bidding Services shall include:

- Preparation of the Agenda, attending and writing of minutes for the pre-bid meeting.
- Attending the bid opening.
- Review of bids.
- Perform a reference check on the apparent low bidder.
- Preparation of a recommendation to award letter.

CONSTRUCTION SERVICES

Task 1A: Construction Administration and Resident Inspection

BETA anticipates that the proposed work will take approximately three (3) weeks to complete. BETA to provide the following construction related Project Administration Services:

- Conduct a preconstruction meeting with the Contractor
- Attend up to (3) construction progress meetings. Provide agendas and meeting minutes
- Review and respond to Contractor requests for information
- Review Contract Documents and issue clarifications as needed

- Review Shop drawings
- Monitor project schedule
- Provide punch-lists at project completion and administer project closeout
- Coordinate environmental and permit compliance with appropriate regulatory agencies
- Process Payment Requisitions
- Evaluate, discuss with Town, recommend, prepare and process change orders, extra work and claims

Resident Inspection Services to include providing full-time resident inspection for the duration of the project. The Engineer shall perform resident field observations for the construction work on a continuous basis, however, the furnishing of such resident representation or the performance of any other construction service shall not make the Engineer responsible for the contractor's construction methods, procedures, or the safety precautions incidental thereto. The resident representative will perform, the following tasks:

- Provide resident field observation of construction during the Contractor's working hours. The consultant shall provide a resident construction observer(s) as to adequately cover the work
- Review and confirm compliance of shop drawings and other construction modifications resulting from review of the same
- Review the Contractor's breakdown of the bid amount, which will be used as the basis for progress payments and recommend any necessary changes. Make measurements for, and check process monthly and final payment estimates to the Town
- Observe construction and monitor record site conditions during construction activities. Record contractor's compliance with the contract documents
- Record and report problems and Contractor's failure to comply with plans and specifications. Defective work found by the resident engineer will be reported to the Engineer and Town. Advise Contractor of Town decisions regarding resolution of the problem

Task 1B: Record Drawings

BETA to prepare record drawings by revising the original design drawings to the field measurements obtained during construction. Record drawings shall include (1) hardcopy on mylar and an electronic copy.

Task 1C: Project Closeout

BETA will prepare specific contract closeout services for this project. Documents shall include but not limited to providing copies of the resident inspector's daily and/or weekly reports, and copies of all shop drawings. Closeout shall include written notification as required by any of the permitting authorities.

**ATTACHMENT B
AGREEMENT BETWEEN
THE TOWN OF BOURNE
and BETA GROUP, INC.**

**WAY HO AND TAYLOR POINT MARINA
GRINDER PUMPS REPLACEMENT - FEE PROPOSAL**

TASK	TASK DESCRIPTION	VP	Associate	PM	SDES	SRE	TOTAL
1.0	Field Investigation/ Base Drawings	2	2	8	24	0	36
	Kick Off Meeting						
	Field Investigation						
2.0	75% Design	2	5	60	32	0	99
	Meeting with Town						
	Basic Design Criteria						
	Demolition/Civil/Mechanical Drawings						
	Specifications						
3.0	Final Design	2	4	16	8	0	30
	Final Plans and Specifications						
4.0	Bidding	1	2	20	0	0	23
	Pre-Bid Meeting						
	Attendance at Bid Meeting						
	Preparation of Bid Tabulation						
	Reference Checks/Recommendation						
5.0	Construction	5	7	41	16	132	201
	Shop Drawing Review						
	Attending/Minutes Pre-Con. Meeting						
	Construction Administration						
	Senior Resident Engineer						
	Project Closeout						
TASK TOTALS:		12	20	145	80	132	389

DIRECT COST

	Hours			Costs
Vice President (VP)	12	@	\$142	\$1,704
Associate (Assoc.)	20	@	\$110	\$2,200
Project Manager (PM)	145	@	\$80	\$11,600
Senior Designer (SDES)	80	@	\$63	\$5,040
Senior Resident Engineer (SRE)	132	@	\$67	\$8,844
DIRECT COST x Rate:	389			\$29,388

SALARY COST times 2.1 Multiplier

\$61,715

SUBCONSULTANTS:

SDR - Mechanical	\$13,000	X	1.1	\$14,300
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NON-SALARY COSTS (mileage, equip, etc.)

\$2,000 X 1.1 = \$2,200

PROJECT TOTAL COST:

\$78,215



BETAG-1

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fitts Insurance Agency, Inc. 2 Willow Street, Suite 102 Southborough, MA 01745-1020 Fitts Insurance Agency	508-620-6200	CONTACT NAME: Jodi Colena PHONE (A/C, No, Ext): 508-620-6200 FAX (A/C, No): 508-481-0227 E-MAIL ADDRESS: jcolena@FittsInsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Company		Z25658
INSURER B: Travelers Indemnity of America		Z25666
INSURER C: Travelers Cas Ins. Co. America		Z19046
INSURER D: Travelers P&C Ins Co of Americ		Z25674
INSURER E: Endurance American		
INSURER F:		

INSURED
Beta Group, Inc.
P.O. Box 9
Albion, RI 02802

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6306K894484	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8105P933019	04/12/2022	04/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP6K922739	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6K772536	04/12/2022	04/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab Pollution Liab			DPL30018382100 DED \$150,000	04/12/2022	04/12/2023	Ea Claim \$ 5,000,000 Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Services Way Ho and Point Marina
Grinder Pump Station Replacement Project Buzzards Bay, MA

CERTIFICATE HOLDER

CANCELLATION

TOWNBOU

Town of Bourne
Department of Public Works
35 Ernest Valeri Road
Bourne, MA 02532

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME

Beta Group, Inc.

BETAG-1

OP ID: JC

PAGE 2

Date 04/19/2022

(B) 6306K894484 Travelers Indemnity 4/12/22-4/12/23- Valuable Papers Limit
\$250,000

When required by written contract, See attached forms for Additional

Insured, Waiver of Subrogation and Primary Non-Contributory language:

CAT4200215, CAT4740216, CGD4680219, WC00031300, CGD6040219, CGD3790219,
CGT1000219, EU00010716, DPL20010120, DPL30751020

Simone, Maria

From: PAUL D'ANGELO JR. [REDACTED]
Sent: Friday, March 25, 2022 2:30 PM
To: Simone, Maria
Subject: 5 Main St.

Hi Maria,

I am writing you regarding my most recent sewer bill (bill # 11989) for \$591.50. Our usage at this property is minimal because our Bait Shop Store has been closed for 3 years now and no one is occupying the property. I turn the water off in the winter no matter what. The summer months usage is for personal use and again minimal. So I am just inquiring the very large bill??

Thank you,

Paul D'Angelo

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

DRAFT

**Board of Sewer Commissioners
Minutes of Tuesday, February 22, 2022
Zoom Remote – Public Access**

ATA Glenn Cannon

Board of Selectmen

Peter Meier
George Slade, Clerk
Judy Froman
Mary Jane Mastrangelo, Chair
Jared MacDonald, Vice Chair

Others: Marlene McCollem, Korrin Petersen, Irene and Fred Carbone, Zac Basinski, Bracken Engineering, Allen Metcalfe, Michael Ellis, Town Accountant, Hal Choubah, Michael Rausch, Bourne Enterprise, Ross Negele, Christy Murphy, Gary Maloney, Margaret Song, Cape Light, Mike T, Cameron Carbone (7:06), Neil Langille (7:10), Julie Arnold (7:13), and Terri Guarino (7:24).

Note this Zoom videoconference meeting is being televised, streamed or recorded by Bourne TV. If anyone from the public wishes to provide public comment, then can access the Zoom meeting by calling: **1-929-205-6099 Meeting ID: 870 0652 4819 Passcode: 714516.**

If you already have the Zoom App downloaded to your device or computer, you may simply join the meeting by entering the Meeting ID and Password noted above or go to <https://zoom.us/meetings> and look for the Join Meeting button. Please MUTE your phone/microphone upon entry.

Participants wishing to speak should click the “Reactions” icon on the lower toolbar and then click “Raise Hand” in the dialog box to notify the Chair. The Chair will recognize participants. The Chair will recognize participants. The “Chat” keyboard feature will not be utilized for discussion or recognition during this meeting.

Michael Rausch and Glenn Cannon acknowledged that they are recording this meeting.

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

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. 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.

4. **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.
5. **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.

6. **Approval of Minutes:** December 7, 2021

Voted: Peter Meier moved, and Jared MacDonald seconded to approve the minutes of December 7, 2021.

Roll Call Vote: Peter Meier – yes, Judy Froman – yes, George Slade – yes, Jared MacDonald – yes, and Chair Mastrangelo – yes.

Vote: 5-0-0.

7. **Board of Sewer Commissioners Business**

- a. **Update on the NEW Wastewater Treatment Facility – Joe Sullivan from CHA Companies will address the Board of Sewer Commissioners (BOSC) relative to noise complaints, operation of the new treatment facility and transfer of operations to Sewer Department –**
- b. **Discussion and possible vote to approve the request for sewer allocation for 140 Main Street**
- c. **Update on the planning and /or construction activities at the following locations:**
 - i. **11 Buttermilk Way – Massachusetts Maritime Academy**
 - ii. **2 Kendall Rae Place – CMP Development LLC**
 - iii. **12 Wagner Way – GENCON (Robert Gendron)**
 - iv. **100 Block – Vincent Michienzi**
 - v. **85-93 Main Street – Vincent Michienzi**
 - vi. **2 Bourne Bridge Approach – Domino's Pizza Company**
 - vii. **223 Main Street – Bay Motor Inn**
 - viii. **340 Main Street – 340 Main Street LLC**
- d. **Review the sewer allocation amounts and sewer allocations payments.**
- e. **Presentation by the Buzzards Bay Coalition relative to the Upper Bay Regional Wastewater Feasibility Assessment –**
- f. **Discussion and possible vote relative to energy efficiency at the new Wastewater Treatment Facility**
- g. **Discussion and possible vote on the request for maintenance support for their sewer system from the Hideaway Village Association.**
- h. **Discussion and possible vote to appoint members to the Wastewater Advisory Committee.**

- i. **Discussion and possible vote on the FY23 Sewer Department Operational Budget and the FY23 Sewer Capital Budget.**
 - j. **Update for the BOSC Policy Subcommittee.**
- 7.a. **Update on the NEW Wastewater Treatment Facility – Joe Sullivan from CHA Companies will address the Board of Sewer Commissioners (BOSC) relative to noise complaints, operation of the new treatment facility and transfer of operations to Sewer Department –**

Deferred until later in the meeting due to Mr. Sullivan not being on the meeting at this time.

- 7.b. **Discussion and possible vote to approve the request for sewer allocation for 140 Main Street**

Zac Basinski, Bracken Engineering, said he was on this meeting on behalf of the applicant and property owner of 140 Main Street. Mr. Basinski talked about and showed a drawing of the raze and rebuild at 140 Main Street. He said that the owner wants to raze this building and build a mixed-use building on the property. He said they are looking to increase the sewer allocation at this property from about 208 gallons existing up to 1160 gallons for an increase of 952 gallons.

Chair Mastrangelo said that in the packet of information that the Board received there was a request to defer payment of the allocation fee until such time that the Planning Board gives final approval, and she asked if that is still a request. Mr. Basinski said that it is still a request. There was some discussion on the 208 gallons and the fact that the building has not been used much and about deferring the allocation fee.

Voted: Judy Froman moved, and Jared MacDonald seconded to approve an increase in allocation to 1160 gallons per day with an allocation fee based on an increase of 1127 gallons, with payment deferred for 90 days from the date of approval.

Roll Call Vote: Judy Froman – yes, Peter Meier – yes, George Slade – yes, Jared MacDonald – yes, and Chair Mastrangelo – yes.

Vote: 5-0-0.

- 7.c. **Update on the planning and /or construction activities at the following locations:**

- i. **11 Buttermilk Way – Massachusetts Maritime Academy** – Christy Murphy with Compass Project Management, the Owner's Project Manager representing the Mass, State College Building Authority, and Mass. Maritime said this project is for the new cadet housing at 11 Buttermilk Way. She said they are in construction now and expect to put in their onsite sewer pump area and line in the next few weeks, weather permitting.
- ii. **2 Kendall Rae Place – CMP Development LLC** – Chair Mastrangelo said that they have not received final approval from the Planning Board.
- iii. **12 Wagner Way – GENCON (Robert Gendron)** – Ross Negele, Maritime Holdings LLC, said that GENCON is not affiliated with this project. Mr. Negele gave an update and said that they have a preliminary 17,705 gallons allocated for the Senior Care Facility planned at Wagner Way. He said they are still finalizing the state grants.
- iv. **100 Block – Vincent Michienzi** – Zac Basinski spoke on Vincent Michienzi's behalf for this meeting. He said this project has been delayed due to the COVID conditions. He said that Mr. Michienzi is scheduled to meet with a potential developer tomorrow. He

asked that the sewer allocations be maintained, and this way Mr. Michienzi can use this information as he markets the property.

Judy Froman asked for clarification from Ross Negele on the approval that they are getting through the state. He responded by saying that when he refers to the state it is the grant allocation for senior living that they are still understanding what grant the federal and state governments will be trickling down through operators in Massachusetts. There was some discussion on the protocols to keep communities safe.

- v. **85-93 Main Street – Vincent Michienzi** – Mr. Basinski said that Mr. Michienzi would like to have the allocation continued to market the two spaces that are currently vacant in the building.
 - vi. **2 Bourne Bridge Approach – Domino's Pizza Company** – Chair Mastrangelo said that the Town has not received the allocation fee so this needs to be followed up. Mr. Cannon said he will follow up on it. Peter Meier said they also need to pay their common victualer fee.
 - vii. **223 Main Street – Bay Motor Inn** – Fred Carbone said they recently received their allocation for water.
 - viii. **340 Main Street – 340 Main Street LLC** – Hal Chouba said he is representing the applicant of 340 Main Street LLC. Mr. Chouba said they received the water allocation a few months ago, they have received the MassDOT Permit, and the building permit is under review. He said they are hoping to start construction in about a month. It will be a mixed-use building.
- 7.d. **Review the sewer allocation amounts and sewer allocations payments.** – Chair Mastrangelo said they should defer this because the Wastewater summary sheet needs some updating and it's something that the Board of Sewer Commissioner's Policy Subcommittee has been discussing with Environmental Partners as to what kind of information should be on the allocation sheet and how it should be formatted for the best tracking. She said previously there was \$135,000 of fees that came in as allocation fees and were applied to the user rates in FY21. There is an additional \$24,430 that has been received as allocation fee payments since then and it may be appropriate to use that money towards the debt service that is in the FY 23 budget.
- Gary Maloney asked what the total amount right now has been promised to folks so they can market their property. He expressed concern that everyone else will be carrying those users. Chairman Mastrangelo said that the Board of Sewer Commissioner's Policy Subcommittee is working with the consultant regarding the regulations, allocation fees, and user fees. They are trying to come up with a comprehensive answer. Acting Town Administrator Glenn Cannon said there is no need to cut back on someone's allocation because there is plenty of capacity right now. There was more discussion about allocation and capacity.
- 7.e. **Presentation by the Buzzards Bay Coalition relative to the Upper Bay Regional Wastewater Feasibility Assessment** – Korrin Peterson said that in 2016 the Town of Bourne, together with Wareham, Plymouth, and Mass Maritime Academy, and later the Town of Marion, facing wastewater challenges, endeavored to answer the question of whether it was feasible to regionalize wastewater treatment at one plant and discharge it to the Cape Cod Canal. They wanted to know

if it would yield water quality benefits and what it would cost. She said the feasibility assessment that they released about a week ago, summarizes the facts and figures of science, technical information, legal and engineering assessments, and was funded through the federal EPA Southeast New England Program. She said the summary details the critical information each community needs to evaluate whether a regional wastewater project is preferred over an individual community's investment and long-term management of its own wastewater system.

Ms. Peterson gave a summary of the key findings of the report. She said an expanded Wareham Wastewater Treatment Facility, which reduces nitrogen pollution by more than 90%, can meet the sewer needs of all the communities and reduce nitrogen pollution to their sensitive coastal waters, restore habitats, eliminate cost and maintenance redundancies, and benefit from the economy's construction and design. She said the report finds the discharge to the Cape Cod Canal will ensure that highly treated wastewater will flow through the well-flushed canal rather than into nearby shallow coastal waters that are sensitive to coastal habitats. The project could yield an estimated 100,000 pounds of nitrogen reduction each year.

Ms. Peterson said that without the use of the Comprehensive Wastewater Management Plans (CWMP's) from each community, they hired GHD to work with each of the communities to estimate the needs. It was determined that the total estimate that Bourne would need is 448,000 gallons per day. The total estimate of all the communities was just over 3 million gallons per day. Bourne's ownership of this is about 12%. It was determined that the water quality would be ok.

The next question was how to move the pipe from the Wareham Wastewater Facility that discharges into the Agawam River to the Cape Cod Canal. The group hired BETA Group to look at the routes open-cut construction to realign the pipe from Wareham to the Cape Cod Canal, along routes 6 and 28. Wareham hired Kleinfelder Engineering firm to estimate what it would cost to do horizontal drilling. The BETA cost estimate was 64 million, and the Kleinfelder estimate was 48 million to move the pipe. The cost to expand the facility in Wareham to accommodate the additional 3.5 million gallons per day would be 100 million dollars, according to GHD. The total cost to meet all the communities' needs is 150 million dollars. Bourne's cost would be 17.8 million dollars.

Ms. Peterson said they also created a ratepayer model for communities to use to evaluate the cost of other alternatives. She said that the report also outlines if the communities want to create a wastewater district. She said the entire report is available on their website.

There was discussion about percentages of nitrogen removal, discharge into the canal, and a regional wastewater district.

- 7.f. Discussion and possible vote relative to energy efficiency at the new Wastewater Treatment Facility** – Margaret Song, with Cape Light Compact, said that one of the things that the Energy Committee is focused on is reducing energy usage. One focus is on the new Wastewater Treatment Facility and figuring out what the costs are to run it. She said that one of the things that she recently brought forward to the Energy Committee was a soon-to-be-released grant from the Department of Environmental Protection from the State of Massachusetts, called the GAP grant, which is anticipated to be a 5-million-dollar grant and up to \$200,000 per community and will be focused

on drinking and wastewater facilities., with a specific sub-focus on energy efficiency and renewable energy.

Ms. Song said that they will go into the facility to do an assessment to see what could be eligible, then they will help to develop the materials. Mr. Cannon said that he has given the ok to start the process.

- 7.g. Discussion and possible vote on the request for maintenance support for their sewer system from the Hideaway Village Association** – Chair Mastrangelo said a request was referred to Town Counsel to determine what can be done and what agreements are in place and Town Counsel spent some time doing research on the original documents where Hideaway Village agreed to maintain the infrastructure on their property. He also looked for a 1990 grant of rights agreement that was the grant of rights for the Town to install the sewer lines and the infrastructure and which the Town did at the time. Town Counsel said there are possible ways to have an agreement where users could apply for equipment that the sewer system would provide and install.

She said that they are currently, with Environmental Partners, looking at the rate structure and the rate structure currently is that Hideaway Village pays 25% or 30% of the cost but they are down to about 8% of the usage. She said if the rates are restructured in such a way that the rate that they pay is more in line with the usage then the rate adjustment may solve the issues that they are having. Mr. Cannon said that this needs to be a priority with what Environmental Partners is working on for the Town of Bourne.

- 7.h. Discussion and possible vote to appoint members to the Wastewater Advisory Committee** – Chair Mastrangelo said that Dr. Jim Sullivan was voted by the Finance Committee to be the Finance Committee/Capital Outlay representative on the Wastewater Advisory Committee. Elmer Clegg was voted as the Planning Board representative. Allen Metcalfe will be serving as an ex-officio member, as the Mass Maritime representative.

Chair Mastrangelo said that a preliminary meeting of the Wastewater Advisory Committee will be held on March 21st.

Voted: Jared MacDonald moved, and George Slade seconded to appoint Dr. Jim Sullivan as the Finance Committee/Capital Outlay representative, Elmer Clegg as the Planning Board representative, and Allen Metcalf as an ex-officio member representing Mass Maritime Academy.

Jared MacDonald withdrew his motion. George Slade withdrew his second on the motion.

Voted: Judy Froman moved, and George Slade seconded to appoint the following members of the Wastewater Advisory Committee:

MJ Mastrangelo, Board of Sewer Commissioners

Dr. Jim Sullivan from the Finance Committee and Capital Outlay Committee member

Elmer Clegg as the Planning Board member

Stanley Andrews as the Board of Health member

Kathy Fox Alfano, at large member from the south of the canal

Keith Barber, at large member from the south of the canal

Chris Hyldburg, at large member from the north of the canal

Neil Langille, at large member from the north of the canal
 Tim Lydon, ex-officio representing the Engineering Department
 Terri Guarino, ex-officio as the Health Agent
 Allen Metcalf ex-officio, Mass Maritime Academy
 Glenn Cannon, ex-officio, Town Administrator
 Matt Sawicki, ex-officio, North Sagamore Water District

Roll Call Vote: Judy Froman – yes, Peter Meier – yes, Jared MacDonald – yes, George Slade – yes, and Chair Mastrangelo – yes.

Vote: 5-0-0.

- 7.i. **Discussion and possible vote on the FY23 Sewer Department Operational Budget and the FY23 Sewer Capital Budget** – Deferred until next meeting.
- 7.j. **Update for the BOSC Policy Subcommittee** – Chair Mastrangelo said that the Subcommittee has been working on the regulations. She said they had to cancel a meeting and they will be meeting again this Thursday. Helen Gordon has provided some draft regulations with comments and questions. She said she would like to have a draft of the regulations for the March 22nd meeting.
- 7.a. **Update on the NEW Wastewater Treatment Facility – Joe Sullivan from CHA Companies will address the Board of Sewer Commissioners (BOSC) relative to noise complaints, operation of the new treatment facility and transfer of operations to Sewer Department** – Joe Sullivan did not attend this meeting; therefore, Glenn Cannon gave an update on the Wastewater Treatment Facility. Mr. Cannon said the Town of Bourne has taken control of the facility, and they will be assuming all the operational costs. The noise study has been completed, although he does not have the details. There is still a punch list that needs to be completed. The ball field needs to be re-seeded.

Chair Mastrangelo added that the certificate of substantial completion has been done. She said the Building Committee will stay on top of the punch list items until completed. She also said that there is necessary remediation done resulting from the noise study.

8. Future Agenda Items

- a) **Discussion of CWMP – next update 03/22/2022**
- b) **WIIF (Wastewater Infrastructure Investment Fund) - tbd**
- c) **Update Cape and Islands Water Protection Fund Strategy – tbd**
- 8.a. **Discussion of CWMP – next update 03/22/2022.**
- 8.b. **WIIF (Wastewater Infrastructure Investment Fund) – tbd** – Chair Mastrangelo said that this could be in conjunction with the CWMP.
- 8.c. **Update Cape and Islands Water Protection Fund Strategy – tbd** – Chair Mastrangelo said there was a conversation with Environmental Partners, and they will be involved in the conversation with DEP and the Cape and Islands, with Bourne so it becomes part of the plan for the financing of the CWMP.

9. Correspondence

Mr. Slade said there were 2 pieces of correspondence:

- Letter from Glenn Cannon on behalf of the Town and its Select Board and the Sewer Commissioners to the State, DEP, Environmental Protection Agency, and Nuclear Regulatory Commission stating opposition to the discharge of radioactive water from Pilgrim Nuclear Power Station into the Cape Cod Bay.
- Letter from Glenn Cannon on behalf of the Town and the Select Board and the Sewer Commissioners to George Papadopoulos, Environmental Engineer of USEPA conveying Bourne's comments on the NPDES permit number MA002368, Maritime Academy clarifying certain points on the discharge of wastewater into the canal.

Mr. Slade said that these letters can be found on the Town's website by going to the calendar, under today's date, clicking on Board of Sewer Commissioners, going to agenda, and scrolling to the bottom.

Ms. Froman added that when you open the documents, you can save them as bookmarked documents and have them be brought to each of the categories, so you do not need to scroll.

10. Adjourn

Voted: George Slade moved, and Jared MacDonald seconded to adjourn.

Roll Call Vote: Judy Froman – yes, Jared MacDonald – yes Peter Meier – yes, George Slade – yes, and Chair Mastrangelo – yes.

Vote: 5-0-0.

Respectfully Submitted,

Kim Johnson, Recording Secretary