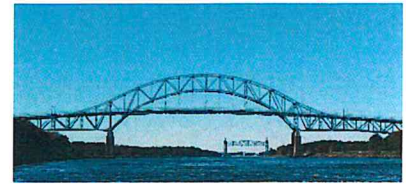


Board of Sewer Commissioners Meeting Agenda



Date

July 13, 2021

Time

7:00 P.M.

Location

Bourne Veteran's Memorial Community Center
239 Main Street, Buzzards Bay

Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or video-taping, they need to acknowledge such at this time.

All items within the meeting agenda are subject to deliberation and vote(s) by the 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**
 - a. 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. **Minutes:** April 27, 2021
7. **Cape Cod and Island Water Protection Fund Financing update**
8. **New Wastewater Treatment Plant – Armory Rd.**
9. **Board of Sewer Commissioners Reorganization – Discussion and possible vote**
10. **Correspondence**
11. **Adjourn**

TOWN CLERK BOURNE

2021 JUL -9 AM 10:44

RECEIVED

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BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

June 1, 2021

Ms. Susan Perez, Executive Director
The Massachusetts Clean Water Trust
One Center Plaza
Suite 430
Boston, MA 02108

Dear Ms. Perez:

The Cape Cod and Islands Water Protection Fund Management Board awarded its first subsidies for water quality improvement projects consistent with the Cape Cod Area Wide Water Quality Plan at its April 14, 2021 meeting. I am writing to request The Massachusetts Clean Water Trust restrict funds in the Cape Cod and Islands Water Protection Fund (CCIWPF) for these projects.

The CCIWPF Management Board voted contingent subsidy awards for projects listed on the 2020 and 2021 Clean Water State Revolving Fund Intended Use Plans (IUPs) and final subsidy awards for projects on the 2018 and 2019 IUPs. These subsidies are to be paid over a four-year period.

The CCIWPF Management Board also voted to award subsidies on towns' pre-existing debt, subject to eligibility requirements and verification. The Commission is currently working with the towns and the CCIWPF Management Board's consultant, PFM Financial Advisors, to verify these subsidies. Direction regarding these awards will be sent once verification is complete.

Based on the foregoing, and confirmed in the attached CCIWPF Management Board draft minutes of April 14, 2021, please restrict in subsidiary accounts one fourth of the following subsidies awarded, as indicated in the Year One Payment/Set Aside column:



IUP Year	Town	SRF ID	Project	Project Cost	Subsidy Awarded	Year One Payment/ Set Aside
2018	Chatham	4430	Phase 1D	\$8,174,858	\$2,043,715	\$510,928.75
2018	Harwich	4424	Phase 2 Sewer	\$22,214,467	\$5,553,617	\$1,388,404.25
2019	Chatham	4516	Sewer Extension	\$1,324,983	\$331,246	\$82,811.50
2019	Bourne	4519	Buzzards Bay Facility	\$4,660,410	\$1,165,103	\$291,275.75
2019	Orleans	4486	Downtown Facility	\$59,409,200	\$14,852,300	\$3,713,075.00
2020	Barnstable	6675	WW Pump Station	\$1,000,000	\$500,000	\$125,000.00
2020	Barnstable	6714	Strawberry Hill Expansion	\$13,275,023	\$3,318,756	\$829,689.00
2020	Barnstable	6711	Rte 28/Yarmouth Rd Sewer	\$1,853,762	\$463,441	\$115,860.25
2020	Barnstable	6730	Solids Handling	\$8,495,050	\$2,123,763	\$530,940.75
2021	Chatham	6768	Queen Anne Pump Station Upgrade	\$2,464,000	\$616,000	\$154,000.00
2021	Chatham	6772	Stormwater Improvement	\$6,161,000	\$1,540,250	\$385,062.50
2021	Barnstable	6883	Rte 28 Expansion	\$17,106,000	\$4,276,500	\$1,069,125.00
2021	Barnstable	6788	Pump Station Improvements	\$2,000,000	\$500,000	\$125,000.00
2021	Mashpee	6749	Phase 1 System	\$51,200,000	\$12,800,000	\$3,200,000.00
2021	Falmouth	6759	TASA Improvements	\$19,000,000	\$4,750,000	\$1,187,500.00
TOTAL				\$218,338,753	\$54,834,691	\$13,708,673.00

Please provide confirmation, on a quarterly basis, of the subsidies expended from the CCIWPF and applied to towns' Clean Water Trust loans.

Please let me know if you need any additional information. Thank you for your assistance.

Sincerely,



Kristy Senatori
Executive Director

Enclosure

Financing No: CWP-19-07

Date: November 6, 2019

Borrower: Town of Bourne

Initial Obligation Amount: \$4,660,410

Financing Type:

☒ Loan

☐ Bond Purchase Obligation

AMENDMENT TO FINANCING AGREEMENT

This Amendment (this “Amendment”) amends the existing Financing Agreement referenced above (the “Existing Agreement”) entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the “Trust”), an instrumentality of The Commonwealth of Massachusetts (the “Commonwealth”) and the borrower listed above, a political subdivision or public instrumentality (together with its successors and assigns, the “Borrower”).

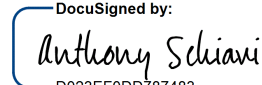
Following the execution of the Existing Agreement, the financing contemplated by the Existing Agreement has qualified for one or more additional subsidies expected to be applied as principal forgiveness. Pursuant to this Amendment, the Trust and the Borrower agree that the Existing Agreement shall be amended to include Schedule B hereto as Schedule B to the Existing Agreement. All references in the Existing Agreement (including in the Terms and Conditions thereto and all Exhibits to such Existing Agreement) to the “Financing Agreement” shall be deemed to refer to the Existing Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Trust and the Borrower have caused this Amendment to be executed by their duly Authorized Officers the day and year first above written.

MASSACHUSETTS CLEAN WATER TRUST

By 
D6BF83E8535C43F...
Authorized Officer

BORROWER

By 
D023EF0DD787483...
Authorized Officer

SCHEDULE B

Additional Covenants and Conditions

(Principal Forgiveness - Cape Cod and Islands Water Protection Fund and Disadvantaged Communities/Renewable Energy Projects)

In addition to the covenants and conditions and the obligations of the Borrower contained elsewhere in the Financing Agreement, the following covenants and conditions shall pertain to the Loan and the Local Governmental Obligations:

1. The Cape Cod and Islands Water Protection Fund Management Board (the “Management Board”), has approved an additional subsidy with respect to the Loan financing the Project from amounts on deposit in the Cape Cod and Islands Water Protection Fund (the “Fund”) established by MGL c.29C, §19. The Management Board approved the maximum amount of such additional subsidy, which subsidy is expected to be applied by the Trust as principal forgiveness in four annual installments. ***Each such installment is subject to approval by the Management Board and to the availability of sufficient funds being on deposit in the Fund at the time of application. In the event that principal is not forgiven as expected, as a result of insufficient funds or otherwise, the portion not forgiven will be subject to permanent financing and repayment.***
2. In addition, the Trust has determined that the Borrower is a Disadvantaged Community eligible to receive funds made available for additional subsidy in the form of principal forgiveness, to finance Project Costs in an amount equal to the Loan’s pro rata share of funds to be made available for Disadvantaged Communities and/or Renewal Energy projects
3. Following receipt by the Trust of the Borrower’s Interim Loan Note in a principal amount equal to the Initial Obligation Amount (i.e. the maximum principal amount of the Loan), the Trust will make disbursements from time to time, in accordance with Section 10(c) of the Terms and Conditions, to the Borrower to pay Costs of the Project, subject to compliance by the Borrower with the provisions of the Financing Agreement.
4. Subject to the availability of funds, installments of principal forgiveness with respect to the Project will be applied to the Interim Loan following completion of the Project in a manner that complies with all conditions herein, in the Financing Agreement and in the Project Regulatory Agreement, as evidenced by the Department’s issuance of a Project Completion Certificate applicable to the Project.
 - (a) Each installment of principal forgiveness applied prior to the permanent financing of the Loan shall be applied to the Interim Loan through an amendment to the Interim Loan Note to reduce its principal amount by the amount of such installment; thereafter the reduced Interim Loan Note shall remain outstanding until permanent financing (subject to further reductions by additional installments of principal forgiveness, if any).
 - (b) At the time of permanent financing, the amount to be permanently financed shall equal the then-outstanding amount of the Interim Loan Note less the amount (the “Remaining Expected Subsidy”), if any, of principal forgiveness (in the case of the subsidy from the Fund, in

amounts approved by the Management Board) that (i) has not yet been applied and (ii) is expected to be applied in the future. The Interim Loan Note shall be amended in connection with such permanent financing to equal the Remaining Expected Subsidy. The reduced Interim Loan Note shall remain outstanding until principal is forgiven; provided that if any expected installment of the Remaining Expected Subsidy shall be reduced or eliminated (in the case of subsidy from the Fund, as a result of a lack of sufficient funds on deposit in the Fund at the applicable time), then the allocable portion of the Interim Loan Note may be permanently financed and Payments thereon shall be payable on the Payment Dates and in an amount equal to such reduced or eliminated installment set forth in Schedule C, as the same may be subsequently amended, as provided herein and in the Agreement.

5. Notwithstanding the foregoing, the Borrower acknowledges that if the Department fails to issue the applicable Project Completion Certificate because of the Borrower's failure to comply with the conditions herein, in the Financing Agreement and in the Project Regulatory Agreement, then the Loan shall not receive principal forgiveness on the amount borrowed and Payments thereon shall be payable on the Payment Dates and in a maximum principal amount equal to the Initial Obligation Amount set forth in Schedule C, as the same may be subsequently amended, as provided herein and in the Agreement.

6. The Borrower further acknowledges that the Department, in the exercise of its audit procedures under the Project Regulatory Agreement, may determine that certain Project Costs paid from amounts deposited in a Project Account are ineligible to be financed with the Loan as provided herein. In such event, on and after the date of such determination by the Department, a portion of the Initial Obligation Amount (determined on a Pro-Rata Basis as hereinafter defined) equal to the amount of such ineligible Project Costs shall bear interest at the Interest Rate or such other rate determined in accordance with Section 4(c) of the Terms and Conditions. As used in this Paragraph 5, the term "Pro-Rata Basis" means the portion of each Payment allocable to the principal amount of the Loan payable hereunder subsequent to the date of a determination by the Department as described in this Paragraph 5 as is equal, as nearly as practicable, to the ratio by which the amount of ineligible Project Costs paid from the applicable Project Account bears to the Initial Obligation Amount. Upon any such occurrence the Trust shall recalculate the amount to be applied as principal forgiveness on the Loan, shall certify such amounts to the Borrower and shall amend Schedule C attached hereto to reflect the Payments thereafter payable hereunder, and shall surrender the Local Governmental Obligations to the Borrower in exchange for amended or substitute Local Governmental Obligations reflecting such change in Payments.

7. Notwithstanding anything in the Agreement to the contrary, this Schedule B may be amended by the Trust upon notice to the Borrower to the extent necessary to comply with the provisions of the Federal Act or the Enabling Act (including, without limitation, Section 19 and 20 thereof), provided that, except to the extent otherwise expressly provided in the Agreement or this Schedule B, no such amendment shall be made which materially adversely affects the rights or obligations of the Borrower under the Agreement without the prior written consent of the Borrower.

Draft Schedule C

Prepared by MCWT

Jun, 18 2021 - 1:29 PM

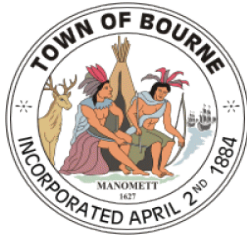
Massachusetts Clean Water Trust Preliminary Structuring Analysis Town of Bourne CWP-19-07

Initial Obligation Amount	4,660,410.00	Loan Origination Fee (\$5.5/1000)	23,184.37
Loan Forgiveness*	153,794.00	Loan Term (in years)	20
Cape Cod Fund Subsidy*	291,275.75	Loan Rate	2.00%
Net Loan Obligation	4,215,340.25	Closing Date	5/11/2022
		First Interest	7/15/2022
		First Principal	1/15/2023

Date	Principal	Interest	Total Debt Service	Admin Fee (0.15%)	Loan Origination Fee	Total Debt Service	Annual Debt Service
5/11/2022							
7/15/2022		14,987.88	14,987.88	3,161.51	23,184.37	41,333.76	
1/15/2023	170,515.00	42,153.41	212,668.41	3,161.51		215,829.92	257,163.67
7/15/2023		40,448.26	40,448.26	3,033.62		43,481.88	
1/15/2024	174,221.00	40,448.26	214,669.26	3,033.62		217,702.88	261,184.76
7/15/2024		38,706.05	38,706.05	2,902.95		41,609.00	
1/15/2025	178,007.00	38,706.05	216,713.05	2,902.95		219,616.00	261,225.01
7/15/2025		36,925.98	36,925.98	2,769.45		39,695.43	
1/15/2026	181,876.00	36,925.98	218,801.98	2,769.45		221,571.43	261,266.86
7/15/2026		35,107.22	35,107.22	2,633.04		37,740.26	
1/15/2027	185,829.00	35,107.22	220,936.22	2,633.04		223,569.26	261,309.52
7/15/2027		33,248.93	33,248.93	2,493.67		35,742.60	
1/15/2028	189,867.00	33,248.93	223,115.93	2,493.67		225,609.60	261,352.20
7/15/2028		31,350.26	31,350.26	2,351.27		33,701.53	
1/15/2029	193,994.00	31,350.26	225,344.26	2,351.27		227,695.53	261,397.06
7/15/2029		29,410.32	29,410.32	2,205.77		31,616.09	
1/15/2030	198,210.00	29,410.32	227,620.32	2,205.77		229,826.09	261,442.19
7/15/2030		27,428.22	27,428.22	2,057.12		29,485.34	
1/15/2031	202,518.00	27,428.22	229,946.22	2,057.12		232,003.34	261,488.67
7/15/2031		25,403.04	25,403.04	1,905.23		27,308.27	
1/15/2032	206,919.00	25,403.04	232,322.04	1,905.23		234,227.27	261,535.54
7/15/2032		23,333.85	23,333.85	1,750.04		25,083.89	
1/15/2033	211,417.00	23,333.85	234,750.85	1,750.04		236,500.89	261,584.78
7/15/2033		21,219.68	21,219.68	1,591.48		22,811.16	
1/15/2034	216,011.00	21,219.68	237,230.68	1,591.48		238,822.16	261,633.31
7/15/2034		19,059.57	19,059.57	1,429.47		20,489.04	
1/15/2035	220,706.00	19,059.57	239,765.57	1,429.47		241,195.04	261,684.08
7/15/2035		16,852.51	16,852.51	1,263.94		18,116.45	
1/15/2036	225,503.00	16,852.51	242,355.51	1,263.94		243,619.45	261,735.90
7/15/2036		14,597.48	14,597.48	1,094.81		15,692.29	
1/15/2037	230,404.00	14,597.48	245,001.48	1,094.81		246,096.29	261,788.58
7/15/2037		12,293.44	12,293.44	922.01		13,215.45	
1/15/2038	235,411.00	12,293.44	247,704.44	922.01		248,626.45	261,841.90
7/15/2038		9,939.33	9,939.33	745.45		10,684.78	
1/15/2039	240,528.00	9,939.33	250,467.33	745.45		251,212.78	261,897.56
7/15/2039		7,534.05	7,534.05	565.05		8,099.10	
1/15/2040	245,755.00	7,534.05	253,289.05	565.05		253,854.10	261,953.21
7/15/2040		5,076.50	5,076.50	380.74		5,457.24	
1/15/2041	251,096.00	5,076.50	256,172.50	380.74		256,553.24	262,010.48
7/15/2041		2,565.54	2,565.54	192.42		2,757.96	
1/15/2042	256,553.25	2,565.54	259,119.54	192.42		259,311.96	262,069.91
7/15/2042							
	4,215,340.25	918,141.75	5,133,482.75	70,898.05	23,184.37	5,227,565.17	5,227,565.17

Notes:

*This project qualifies for loan forgiveness in accordance with Schedule B to the Financing Agreement.



Sewer Commissioner's Correspondence

July 13, 2021

- A. Email from K. Beer regarding wastewater outfall pipe
- B. Letter from S. and K. Conlon regarding wastewater outfall pipe
- C. JBCC letter regarding divestment of the JBCC water and wastewater assets

Schiavi, Anthony

From: Contact form at Bourne MA <cmsmailer@civicplus.com>
Sent: Thursday, June 24, 2021 7:44 AM
To: Schiavi, Anthony
Subject: [Bourne MA] Letter of opposition (Sent by Kimberly Beer, [REDACTED])

Hello aschiavi,

Kimberly Beer [REDACTED] has sent you a message via your contact form (<https://www.townofbourne.com/user/4033/contact>) at Bourne MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofbourne.com/user/4033/edit>.

Message:

Mr. Schiavi-

I oppose the current outfall at the MMA that sends 77000 gallons of wastewater that is not treated for nitrogen removal into the Canal. I also oppose the proposed use of the outfall for Wareham wastewater.

Sincerely,
Kim Beer

[REDACTED]
Bourne, MA 02534
[REDACTED]

Sent from my iPhone

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

Scott & Katherine Conlon

Bourne, MA. 02532

April 29, 2021

Jim Potter, Board of Selectman
Town of Bourne

Dear Mr. Potter:

We are writing to oppose the potential Buzzards Bay Coalition project to run a wastewater outfall pipe into the Cape Cod Canal.

The presentation to the Bourne Selectman failed to include Gray Gables, directly across from the pipe, located at Mass Maritime Academy. The BBC failed to sample water or sand just 400 feet across from the pipe at Fisherman's Beach or at Gray Gables Beach. They failed to account for wastewater being carried by the canal currents east toward Cape Cod Bay that will potentially not make it to the bay, but actually turn around and come back through the canal again. They failed to account for slack tide, when the wastewater would just sit there and leach into our beaches.

We need an updated sampling and plan that proves to Gray Gables and other Coastal Bourne Neighborhoods that this wastewater will not jeopardize our beloved beaches and waterways. We are also concerned with the current wastewater discharge in the Canal which appears to exceed EPA standards.

The recent planning board approval of Wareham's Recreational overlay on 963 acres adjacent to Red Brook and Red Brook Wildlife Management area allowing hotels, casinos, retail and homes on top of the Red Brook aquifer clearly demonstrates that economy supersedes ecology in Wareham. Bourne should not have to suffer from Wareham's poor environmental decisions.

Finally, as a solution to Wareham's outfall problem that is killing their Agawam River, we suggest BBC continue the outfall pipe out to the middle of Buzzards Bay where it doesn't effect homes or beaches. Or use a ground water discharge system like so many other towns do with success.

Sincerely,



Scott & Katherine Conlon

CC: Bourne Courier
Bourne Enterprise
Cape Cod online
Cape Cod Times
Department of Environmental Protection
EPA New England



DEPARTMENTS OF THE ARMY AND THE AIR FORCE
MASSACHUSETTS JOINT FORCE HEADQUARTERS
OFFICE OF THE ADJUTANT GENERAL
2 RANDOLPH ROAD
HANSCOM AFB, MA 01731

20 April 2021

MEMORANDUM FOR

FROM: NGMA-TAG

SUBJECT: Divestment of the JBCC Water and Wastewater Assets

1. In September 2019, the National Guard received a proposal from Converge Partners and the Town of Barnstable to acquire and operate the Joint Base Cape Cod (JBCC) water and wastewater utility systems. Over the past year the Massachusetts Air National Guard has thoroughly reviewed this proposal and explored alternative solutions for privatizing these systems. Additionally, we were able to incorporate changes to the terms of the proposed agreement in order to best meet the needs of JBCC. Based on these efforts, I believe that the current Converge Partners proposal is in the best interest of the Massachusetts National Guard, the JBCC tenants, and the surrounding communities.
2. The divestment of the JBCC water and wastewater assets has been a goal of the 102d Intelligence Wing for over a decade. The Air National Guard inherited these assets from the US Air Force in 1974. Since this time, the National Guard has been paying the majority of the costs to operate these systems, which support all the tenants on JBCC. Furthermore, the 102d Intelligence Wing has been directly responsible for the operation and maintenance of these systems. By executing the proposed agreement with the Converge Partners we will be able to resolve the longstanding need to divest these assets; and provide potential opportunities to the surrounding communities to meet their water and wastewater needs.
3. Our analysis of alternative solutions included a cost estimate for an Operations and Maintenance (O&M) contract whereby the National Guard would retain the liability of ownership. We also calculated the total cost for the National Guard to continue operating the systems with the appropriate manpower, equipment and maintenance schedule. The table below compares the analysis of these options to the Converge Partners proposal:

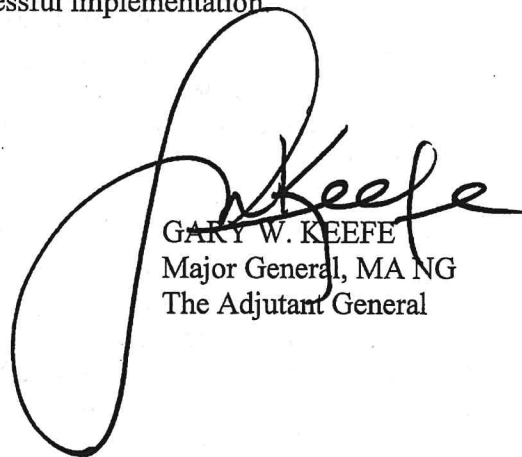
Option	Cost Estimate
O&M Privatization Contract	\$1,800,000
Continued National Guard Operations	\$1,563,977
Converge (Year 1)	\$2,046,241
Converge (Year 2)*	\$1,302,335

*Year 2 decrease from year 1 is based on anticipated revenue from non-JBCC users. Future years will be based on year 2 costs plus a 2% inflationary factor

Although the Converge proposal is comparable to the current total cost incurred by the National Guard, it will result in an increase to JBCC tenants. This increase is primarily driven by the inability, per DoD directive, for us to bill other Federal agencies for direct labor costs associated

with the operation of the water and wastewater systems. Consequently, over the years, the JBCC tenants have been charged for approximately half of the actual total operating costs of the systems while the National Guard covered 100% of the labor costs. Specifically, in 2019 the cost to operate these systems was approximately \$1.3 million, however only \$764,000 was allowed to be billed to the tenants. Under the Converge agreement, each user organization will be charged their share of the full cost to operate the systems. As a result, the JBCC tenant costs under the Converge proposal will increase by approximately 270% in year 1 from current costs (CY19). The year 2 costs represent approximately 170% increase from the current costs (CY19).

4. Although I recognize the initial budgetary challenge to the JBCC tenants, the long term benefits of the divestment are significant. This opportunity resolves the National Guard's utilities system ownership burden; supplies the Upper Cape communities with additional wastewater capacity and infrastructure; and provides a water and wastewater utility pathway to foster future growth on JBCC. Your support regarding this effort would be greatly appreciated as we work collaboratively with Converge Partners toward a successful implementation.



GARY W. KEEFE
Major General, MA NG
The Adjutant General