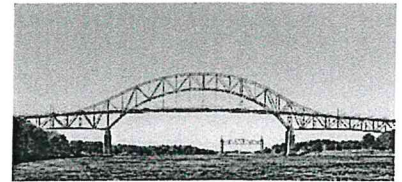


Board of Sewer Commissioners

Meeting Agenda



Date

January 31, 2023

Time

6:30 PM

Location

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

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

Zoom Meeting ID: 838 3616 9923

Password: SEWER

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

6:30 P.M. Call Public Session to Order in Open Session

RECEIVED
TOWN CLERK BOURNE
2023 JAN 26 PM 3:13

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. Board of Sewer Commissioners Business
 - a. Discussion - grease trap compliance at 300 Main Street.
 - b. Review of the Allocation Spreadsheet and update on recent allocations granted.
 - c. Discussion and possible vote - preliminary allocation for Jersey Mike's at 2 Bourne Bridge Approach.
 - d. Discussion and possible amendments to the FY24 proposed operating budget for the Sewer Enterprise Fund.

7. Minutes: 11/29/22

8. Future agenda items – revisions to the financial policies for the sewer enterprise fund.
9. Town Administrator report – storm water control at Wastewater Treatment Facility – RME cooperation with Barnstable Co.
10. Committee reports
11. Correspondence
12. Next meeting date: February 28, 2023.
13. Adjourn

RECEIVED
2023 JAN 26 PM 3:13
TOWN CLERK DOORNE

**Board of Sewer Commissioners
Minutes of Tuesday, January 31, 2023
Bourne Community Center
239 Main Street, Buzzards Bay**

**TA Marlene McCollem
ATA Liz Hartsgrove**

Board of Sewer Commissioners

Mary Jane Mastrangelo, Chair
Judith Froman, Clerk (6:34)
Peter Meier
Jared MacDonald (virtual)
Melissa Ferretti

Others: Erica Flemming, Finance Director, Mike Ellis, Town Accountant, Shawn Patterson, Gary Maloney, Matt West (virtual), Michael Cuniff (virtual), Greg Ralph, and Tim Lydon, Engineering Department.

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

This meeting is available on Zoom. Meeting ID: 834 6437 0688 Password: SEWER

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

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

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag.**
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- 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.

The reading of the vision and mission statements was deferred to the Select Board meeting by Chair Mastrangelo.

RECEIVED
2023 MAY -1 AM 10:53
TOWN CLERK BOURNE

- 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. Board of Sewer Commissioners Business

- a. Discussion – grease trap compliance at 300 Main Street.**
- b. Review of the Allocation Spreadsheet and update on recent allocations granted.**
- c. Discussion and possible vote – preliminary allocation for Jersey Mike's at 2 Bourne Bridge Approach.**
- d. Discussion and possible amendments to the FY24 proposed operating budget for the Sewer Enterprise Fund.**

6.a. Discussion – grease trap compliance at 300 Main Street.

Tim Lydon of the Town Engineering Department said that they have reached out to 300 Main Street, Way-Ho Restaurant, a few times in the past month to follow up on the memos that they have issued to the restaurant. He said that a letter from the Town Administrator was mailed to Way-Ho and the owner said that he did not receive the letter, therefore a few more follow ups were made since.

Mr. Lydon said that these memos are regarding items that have not been done which are external grease trap pumping, installing an internal grease trap, or at least providing a plan on what they are going to do for grease maintenance.

Town Administrator Marlene McCollem said that the regulations are in place and the town is going to keep pushing on the pumping. She recommends that fines gets set at the next meeting, so the town can make financial enforcement actions. She said that the February 28th meeting should have a public hearing posted to formally alert the public that the fees and fines will be talked about.

Peter Meier asked how the letters were mailed, and Ms. McCollem said that after the first memo went by first class mail, there has been a letter hand delivered, and there have been multiple follow up visits.

6.b. Review of the Allocation Spreadsheet and update on recent allocations granted.

Ms. McCollem said that she wanted to let the Board know that the 4 preliminary allocations that the Board voted at the end of November, have been paid, so they have been reflected on the spreadsheet. She said that at the next meeting they can look at dropping some of the older projects and keep it as a 3-year rolling spreadsheet. Chair Mastrangelo asked if there could be a total of the current year fees on the spreadsheet. There was discussion about counting on the spreadsheet and making sure the usage is being tracked accurately.

Gary Maloney of Buzzards Bay questioned the timing of the posting of the spreadsheet. Chair Mastrangelo said that only the agenda must be posted 48 hours in advance of a public meeting, and not all the materials that will be discussed. Mr. Maloney asked about reviewing reserve capacity for Kendall Rae in January 2023, and Chair Mastrangelo said that it is not going to

happen because it is a looking at the usage in the first few years to make sure sewer has not been over allocated. Due to COVID, the first year really cannot be counted, so it needs to be delayed.

6.c. Discussion and possible vote – preliminary allocation for Jersey Mike's at 2 Bourne Bridge Approach.

Matt West, a Jersey Mike's franchisee, said that this will be his fifth restaurant, and he has been in the business since 2018. He said that he is a former new photographer for the Boston Herald and is happy to be in the Bourne Community.

Mr. Lydon said that the minimum gallons per day for restaurants is 1,000. He said that over the next few years they can quantify what the actual usage is.

Voted: Judith Froman moved, and Peter Meier seconded to reserve a preliminary sewer allocation of 1,000 gallons per day to the benefit of 2 Bourne Bridge Approach on the request of Matt West, applicant for Jersey Mike's Subs. All fees are due and payable in accordance with the August 30th, 2022, Sewer Use Rules, and Regulations.

Roll Call Vote: Jared MacDonald – yes, Peter Meier – yes, Melissa Ferretti – yes, Chair Mastrangelo – yes, and Judith Froman – yes. 5-0-0.

6.d. Discussion and possible amendments to the FY24 proposed operating budget for the Sewer Enterprise Fund.

Ms. McCollem said that she received the final debt schedule from Wareham this morning, from their 9 million project. She said that the schedule of payments will begin in FY24. She said that this debt service for the Sewer Enterprise Fund for FY24, will be using the final debt schedule number for that project, the final numbers for the Buzzards Bay Treatment Plant, the final numbers for the EQ Basins, and the final year of the previous Wareham Capital payment.

Erica Flemming said that they anticipate an additional assessment of \$107,000. She said that the total estimated debt for FY24 is \$493,798. She said that \$168,000. is appropriated at this time and they did appropriate for the Capital assessment for the EQ basins in a different line, so an amendment to the budget is needed to support this.

Chair Mastrangelo said she does not feel that the Operation and Maintenance budget for the Wastewater Treatment Facility is clear. Ms. McCollem said that there is a contract with Weston & Sampson for an on call emergency service for the collection system, and there is not a standing charge with this contract. There was some discussion about what is in the O&M line, which is carrying two other Weston & Sampson contracts, which one is a 3 year maintenance contract. Chair Mastrangelo said that there are a few line items that she would like to look at to make some reductions in the budget, and make the budget accurate.

Voted: Peter Meier moved, and Judith Froman seconded to forward the Sewer budget to the Finance Committee based on the final debt schedules adjusted for debt, and also to let the Finance

Committee know that the Board of Sewer Commissioners are looking at some of the line items and may be proposing adjustments before the final budget.

Roll Call Vote: Jared MacDonald – yes, Peter Meier – yes, Melissa Ferretti – yes, Chair Mastrangelo – yes, and Judith Froman – yes. 5-0-0.

7. Minutes: 11/29/22

Voted: Judith Froman moved, and Melissa Ferretti seconded to approve the minutes of November 29th, 2022.

Roll Call Vote: Jared MacDonald – yes, Peter Meier – yes, Melissa Ferretti – yes, Chair Mastrangelo – yes, and Judith Froman – yes. 5-0-0.

8. Future Agenda Items – revisions to the financial policies for the sewer enterprise fund.

Chair Mastrangelo said that this is for notification that staff has been invited to come to the February meeting with some of the parameters that go into a financial policy for a sewer enterprise fund and to put some numbers to it.

9. Town Administrator Report – storm water control at Wastewater Treatment Facility – RME cooperation with Barnstable Co.

Ms. McCollem said that they are continuing to work on the design for the stormwater control at the Wastewater Treatment Facility. She said that they are also working in close cooperation with Barnstable County and the Massachusetts septic test center on the base. She said they are hopefully going to be awarded a joint grant to look at measuring actual performance from existing IA systems.

10. Committee Reports

Chair Mastrangelo said she and Ms. McCollem went to the Cape and Islands Water Protection Fund meeting. She said that it was a very good meeting and there were a couple of important things from the meeting, such as the work that they are doing with Brewster and Wellfleet, who are incorporating IA systems in their comprehensive wastewater management plans. She talked about the benefits of this that could happen for Bourne.

11. Correspondence

None.

12. Next meeting date: February 28, 2023.

13. Adjourn

Voted: Judith Froman moved, and Peter Meier seconded to adjourn.

Roll Call Vote: Jared MacDonald – yes, Peter Meier – yes, Melissa Ferretti – yes, Chair Mastrangelo – yes, and Judith Froman – yes. 5-0-0.

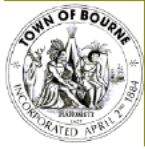
The Board of Sewer Commissioner's Meeting ended at 7:10 PM

Respectfully Submitted,

Kim Johnson, Recording Secretary

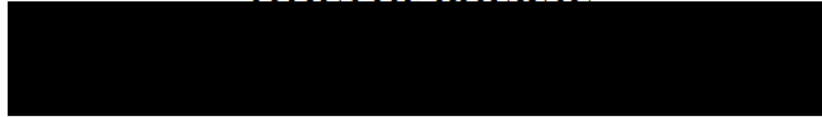
Buzzards Bay Commercial Wastewater Summary Sheet (January 27, 2023)

OWNER	LOCATION	GPD Req'd	GPD Exist'g	\$1500 App Paid Date	Planning Board Approval Date	Preliminary Allocation Approval Date	Prelim Alloc Fee	Prelim Allocation Date Paid	Sewer Develop Fee	Sewer Develop Fee Date Paid	Comments	Previous 6 Month Review Dates
	2020 GPD Downtown Act. Us	112496										
	2% Residential Reserve	6000										
Completed and awaiting Operational Allocation												
Vincent Michienzi	85-93 Main Street	13000	931	10/24/2018		10/15/2018	\$18,000.00	10/24/2019			Temporary Certificate of Occupancy	11/25/19, 5/25/2020, 9/8/2020, 4/27/21,
HAMPTON INN	12 Kendall Rae Place	15243	4614		3/28/2017	9/30/2014			\$48,533.12	11/11/2019	Certificate of Occupancy issued in January 2020 - We need to review the Reserve Capacity in January 2023 per Policy (V.	
James McLaughlin	227 Main Street	79	40	12/31/2019	10/10/2019	1/28/2020	\$5,079.00	2/7/2020			Policy no longer applies as there are 4 residential units or less	
Domino's/Warcham Pizza Co	2 Bourne Bridge Appr	500	0 (unit)	9/15/2021	N/A	10/28/2021	\$2,500.00	8/29/2022	N/A			
	<i>Total Operational GPD</i>	147318										
Preliminary Allocations												
Maritime Holdings LLC/Rob	12 Wagner Way	17750		1/5/2018		6/18/2019	\$22,750.00	11/20/2019				11/25/19, 5/25/20, 2/1/21, 4/27/21, 2/22/22, 9/27/22
CALAMAR	13 Kendall Rae Place	16800			12/21/2017	9/19/2017	\$21,800.00	1/6/2020			Calamar representatives appeared at the Board of Selectmen on April 6, 2021	11/25/19, 5/25/20, 4/6/21, 2/22/22
Vincent Michienzi	100 Block	26080				10/13/2015					-1000 gpd 11/25/2019 (originally 27080)	9/8/2020, 4/27/21, 2/22/22
MMA Cadet Housing	11 Buttermilk Way	7070	310	12/27/2019	N/A	1/28/2020	\$12,070.00	2/20/2020			11 Buttermilk Way was reviewed by the BOSC on Feb 23, 2021	
Bay Motor Inn	223 Main Street	11985	640	5/20/2020		7/28/2020	\$16,335.00	9/1/2020			Approval after BBWD moratorium sent letter 08.03.2020	2/1/2021, 4/27/21, 2/22/22, 9/27/22
340 Main St LLC	340 Main St (Ph 1)	3095		8/19/2020	2/27/2020	8/25/2020	\$8,095.00	11/2/2020			Sewer Inspection approved and backfilled 11/14/2022	2/1/2021, 4/27/21, 2/22/22, 9/27/22
340 Main St LLC	340 Main Street (Ph 2)	7920		9/19/2022		11/29/2022	\$11,920.00	1/11/2023	\$70,010.75		Planning Board Recommended WW	
CMP Development LLC	2 Kendall Rae Place	37262		11/2/2022	10/6/2022	11/29/2022	\$41,262.00	12/29/2022	\$105,478.05		7/28/2020 Approval after BBWD moratorium sent letter 08.03.2020	
James McLaughlin	227R Main Street	550		11/18/2022		11/29/2022	\$2,750.00	12/9/2022	\$6,085.75	12/9/2022		
140 Main Buzz Bay, LLC	140 Main St	1,300	33	11/21/2022		11/29/2022	\$5,300.00	12/15/2022	\$39,818.50		Planning Board Recommended WW	
	<i>Total Approved GPD</i>	277130										
	<i>Total Available GPD</i>	22870										
Pending Applications		Requested:										
Jersey Mike's	2 Bourne Bridge Appr	1,000		1/18/2023			\$5,000.00		\$342.00			



TIMOTHY P LYDON, SIT,
CFM
ENGINEERING TECHNICIAN

TOWN OF BOURNE



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



January 27, 2023

RE: Preliminary Allocation & Associated Fees for pending sewer application
LOCUS: 2 Bourne Bridge Approach, Map 20.3 Parcel 67.00
TO: Board of Sewer Commissioners (BOSC)
Raymond Cheng, Owner
Matt West, Applicant (Jersey Mike's Subs)

Subject: Preliminary Allocation

Based on the most recently adopted Town of Bourne Sewer Use Rules & Regulations dated August 30, 2022 and outlined under Section 5.3 and 6.1 and further described in Attachment C (the fee schedule) the Engineering Department has provided the following fee breakdown.

Application and Design Review Fee: \$1,500 (received January 18, 2023)

Preliminary Allocation Fee: Per the Bourne Sewer Regulations Sewer System Fee Structure, the proposed 1,000 gallons per day (gpd) is assessed to cost \$5,000.00 using the following formula:

$$\$5000 (\$5 \text{ per first } 1000\text{gpd}) = \$5,000.00$$

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

Residential Connection: N/A

Commercial Connection: \$342 (\$150 + \$0.10 per square foot of building floor space, 1,920sf) due prior to Building Permit issuance

Sewer System Development Charge: N/A

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

Respectfully,

Timothy Lydon
Engineering Department



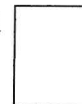
Sewer Service Application Form
Town of Bourne, Massachusetts

Section 1: General Information

- A. Applicant Name Matt West
- B. Applicant Address and Phone: [REDACTED]
- C. Is the Applicant the Property Owner? Yes _____ No x
- D. Property Owner Name Raymond Cheng
- E. Property Owner Address [REDACTED]
- F. Property Owner Mailing Address [REDACTED]
- G. Property Owner Phone/Email _____
- H. Building Contractor Name, Address, Phone, and License Number Kevin Hughes Construction, [REDACTED]
- I. Licensed Drain Layer or Master Plumber Name, Address, Phone, and License Number _____
- J. Source of Property Water Supply Buzzards Bay Water District
- K. Number of Residential Bedrooms N/A
- L. Types of Plumbing Fixtures
- | | | | |
|--------------|------------|--------------|------------|
| Kitchen Sink | <u>5</u> | Water Closet | <u>2</u> |
| Lavatory | <u>2</u> | Bath Tub | <u>N/A</u> |
| Laundry Tub | <u>N/A</u> | Shower | <u>N/A</u> |
| Urinal | <u>N/A</u> | Disposal | <u>N/A</u> |
- M. Dig Safe # _____
- N. Water District/Department Connection (if applicable) _____

Bourne Sewer Service Application Form

- O. Plans and Specifications for the proposed building sewer, as required, by the Planning Board checklist, are attached hereto (Refer to the Bourne Planning Board Department for the updated checklist)



- P. Connection Request:

Residential Connection less than 500 Gallons per Day (GPD)

Skip to Section 5.

Residential Connection greater than 500 GPD

Complete Sections 2, 3, and 5

Mixed Use/Commercial Change of Use or Increase in Flow

Complete Sections 2, 3, and 5

Industrial User

Complete Sections 2 through 5

Section 2: Wastewater Allocation Form

- A. Location of Proposed Project (Address)

2 Bridge Approach, Bourne, MA 02532

- Location of Proposed Project (Map and Parcel)

20.3_067.00

- B. Is Applicant Leasing or Buying?

Leasing x Buying

If buying, attach Purchase & Sale

- C. Is there an existing connection to the sewer system?

Yes

- D. Description of Proposed Project

Proposing a fit-out for a Jersey Mike's Subs Commercial Restaurant

- E. Financing is in Place

Copy of Documentation Attached

- F. Applicant has a letter of intent to finance

Copy Attached

- G. Allocation Requested

24 Seats X 15gpd = 360gpd

- H. Any unusual characteristics of projected flow?

Yes No x

If Yes, describe type of wastewater flow:

- I. Requested Amount Exceeds Available Allocation

Yes No x

Section 3: General Commercial/Mixed Use

A. Company Name	<u>Jersey Mike's Subs</u>
B. Facility Address and Phone:	<u>2 Bridge Approach, Bourne, MA</u>
C. Property Owner Name	<u>Raymond Cheng</u>
D. Property Owner Address	<u>[REDACTED]</u>
E. Property Owner Mailing Address	<u>[REDACTED]</u>
F. Property Owner Phone/Email	<u>[REDACTED]</u>
G. Name and Title of Corporate Officer Signing Application	<u>Matt West, Owner</u>
H. Name and Title of Facility Manager	<u>Matt West, Owner</u>
I. Name and Title of Employee Responsible for Wastewater Discharge	<u></u>
J. Type of Business:	<u>Commercial Restaurant</u>
K. Principle Product or service:	<u>Food</u>
L. Describe Operation and Activities of Facility	<u>Food related activities</u>
<u></u>	
M. Describe any factors affecting operation (Seasonal production, scheduled shutdown, peak operation, batch operation, etc.)	<u>N/A</u>
<u></u>	
N. Number of Employees	<u>3-5</u>

Section 5: Certification

In consideration of granting this permit, the undersigned agrees:

1. To accept and abide by all provisions of "Sewer Use Regulations" of the Town of Bourne, Massachusetts and of all other pertinent rules and regulations that may be adopted in the future.
2. That no person shall excavate, construct, effect, maintain, modify, or use any sewer connection or extension without a currently valid permit from the Town of Bourne. The permit must be "in-hand" before work can commence.
3. To pay all the cost of said particular sewer and its connection with the public sewer in said street, including all labor and materials or any other expense incurred necessary for proper construction of said particular sewer as determined by the Sewer Commission.
4. To maintain the building sewer at no expense to the Town.
5. For himself, his heirs, devisees and assigns, that the said Department of Public Works shall have access at all reasonable hours, to the said premises, to see that all the laws, rules, and regulations relating to the sewer are complied with.
6. To notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer, but before any portion of the work is covered. Notice of two (2) business days shall be provided to the Superintendent.
7. That construction of the sewer connection will be completed within ninety (90) days of issuance of this permit.

Signed: Matt West

Applicant's Name: Matt West Date: 1/18/2023

DO NOT WRITE BELOW THIS LINE – OFFICE USE ONLY

Total Fee Paid: _____

Street Opening Permit _____ Valid Bond and Insurance _____

Approved _____ Not Approved _____

Permit Number _____ Expires _____

Signed: _____ Title: _____

Date: _____

December 14, 2022

Matthew Quinn
Operations Manager
Department of Public Works
Town of Bourne
24 Perry Avenue
Buzzards Bay, MA 02532
MQuinn@townofbourne.com

**Re: 2023 Proposal for On-Call Repair and Emergency
Services for the Pump Station Equipment**

Dear Matthew:

Weston & Sampson CMR, Inc. (W&S CMR) is pleased to present this proposal to provide 24-hour on-call repair and emergency services for the Town of Bourne, as described herein.

Scope of Services

1. Provide 24-hour on-call repair and emergency services for the facility's equipment on an as requested basis. All repair maintenance, if necessary, will be performed at a time plus expense basis. Maintenance services will include mechanical, electrical and instrumentation services. A schedule of fees for each labor category is attached for your reference.

Schedule -

We will initiate work under this Agreement following formal acceptance by Town of Bourne. (The Owner)

Fee -

The cost associated with Task 1 will be invoiced at a current time plus expense basis and will be billed monthly as charges accrue (see Attachment A for hourly rates). A twenty percent (20%) markup applies to all subcontractors hired, equipment rented, and materials purchased.

The Owner agrees to make payment to Weston & Sampson within thirty (30) days of the invoice date. If applicable, Owner is responsible for all costs associated with third party payment processing and/or compliance fees. Invoices paid via credit card, will be charged an additional processing fee (4% of the total invoice cost).

Services will be provided as described herein and in accordance with the attached General Terms and Conditions, which are a part of our Agreement with you. This contract is valid for a period of one (1) year, effective January 1, 2023, through December 31, 2023.

This contract will automatically renew, unless terminated by the Owner. The Owner shall provide, in writing, stating that they will like the contract terminated 60 days in advance of the termination going into effect. Rates are subject to change at year end.

If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this Agreement to us as authorization to proceed with performance of the services, and please initial and date the enclosed Terms and Conditions.

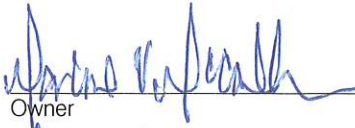
We are pleased to submit this Agreement and look forward to continuing our work with you and your staff. If you have any questions, please contact me at (781) 496-2529 or e-mail me at ferraras@wseinc.com.

Sincerely,
WESTON & SAMPSON CMR, INC.



Sal Ferrara
General Manager

Accepted By:



Owner

Marcia McLaughlin Town Administrator

Printed Name & Title

12-15-22

Date

Purchase Order No. If Applicable

\\wse03.local\CMR\Projects\MA\Bourne, MA\Proposals\2023 M&R On Call Proposal.docx

Mailed 12/20/22
llh Town Accountant
Certify availability of
funds

ATTACHMENT A

WESTON & SAMPSON CMR, INC.
2023 ON-CALL AND EMERGENCY SERVICES FEE SCHEDULE

Personnel Category	Hourly Rate (Non-Prevailing Wage)
Mechanical/Pipe/Labor 7:00 AM – 4:30 PM, Weekdays	\$120
Mechanical/Pipe/Labor 4:30 PM – 7:00 AM, Holidays, Weekends	\$170
Instrumentation/Controls/Electrical 7:00 AM – 4:30 PM, Weekdays	\$130
Instrumentation/Controls/Electrical 4:30 PM – 7:00 AM, Holidays, Weekends	\$180

Personnel Category	Hourly Rate (Prevailing Wage)*
Mechanical//Millwright/Labor 7:00 AM – 4:30 PM, Weekdays	\$150
Mechanical/Millwright/Labor 4:30 PM – 7:00 AM, Holidays, Weekends	\$200
Instrumentation/Controls/Electrical 7:00 AM – 4:30 PM, Weekdays	\$160
Instrumentation/Controls/Electrical 4:30 PM – 7:00 AM, Holidays, Weekends	\$205

*Owner to provide Prevailing Wage Schedule and Tax-Exempt Form if applicable.

A fifteen percent (20%) markup applies to all subcontractors hired, equipment rented, and materials purchased.

Supervisors will be billed out at a flat rate of \$150 per hour for office and/or field work.

Time spent picking up materials will be billed at applicable rate of the person performing the task.

Administration/accounting will be billed out at a flat rate of \$85 per hour for office work.

Time spent on safety forms, administrative forms, insurance forms/reporting will be billed at the admin/accounting rate.

A flat fee of \$75 per service call will be assessed for each service vehicle per day.

Parking will be invoiced when free on-site parking is unavailable.

A minimum charge of 4 hours applies after 4 pm Monday through Friday and on Saturdays, Sundays, and Holidays. All emergency calls during business hours are door-to-door.

Rates are subject to an annual increase. This contract will automatically renew, unless terminated by the Owner. Rates are subject to change at year end. To cancel, owner shall provide a written request, stating that they will like the contract terminated, 60 days in advance of the renewal date.

WESTON & SAMPSON CMR, INC. GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal dated **December 14, 2022** is valid for a period of sixty (60) days. Upon the expiration of that period of time or the delay or suspension of the services of sixty (60) or more days, WESTON & SAMPSON CMR, INC. (the CONTRACTOR) reserves the right to review and adjust the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to CONTRACTOR are understood to refer to WESTON & SAMPSON CMR, INC.

2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If OWNER fails to make any payment due to CONTRACTOR for services and expenses within thirty (30) days after receipt of CONTRACTOR'S statement therefor, the amounts due CONTRACTOR will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONTRACTOR may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement. Unless CONTRACTOR receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, CONTRACTOR shall have no responsibility to OWNER for delay or damage caused OWNER because of such suspension of services.

3. CONTRACTOR will serve as the representative of OWNER as defined by the Proposal or under any Agreement and will provide services to OWNER in accordance with generally accepted construction and/or operation and maintenance service practice. Therefore, recommendations and opinions by CONTRACTOR are made on the basis of CONTRACTOR'S experience, qualifications and judgment. The CONTRACTOR'S professional services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals practicing in the same field, performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The CONTRACTOR makes no other representations, or warranties, whether expressed or implied, with respect to the operation and maintenance services rendered hereunder. CONTRACTOR makes no warranty or guarantee, express or implied, regarding the operation and maintenance services or work to be provided under the Proposal or any related Agreement.

4. CONTRACTOR and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous waste in any form at the site(s). Accordingly, OWNER agrees to assert no claims against CONTRACTOR, its agents, servants, officers, directors, employees and subconsultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of CONTRACTOR or its subconsultants, and arises out of or in connection with the detection, assessment, abatement,

identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site(s) identified in the Proposal. OWNER shall defend, indemnify and hold harmless CONTRACTOR, its agents, servants, employees, directors, officers and subconsultants and each of them, harmless from and against any and all costs, liability, claims, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity.

5. CONTRACTOR agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance and Engineer's Professional Liability Insurance (when the scope of Weston & Sampson's services includes design) and will, upon request, furnish insurance certificates to OWNER. CONTRACTOR agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to CONTRACTOR) provided OWNER reimburses the premiums for additional insurance.

6. As a part of this Agreement, OWNER agrees to do the following:

a. Designate in writing a person to act on OWNER'S behalf with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

b. Through its officials and other employees who have knowledge of pertinent conditions, confer with CONTRACTOR regarding both general and special considerations relating to the Project.

c. Assist CONTRACTOR by placing at the disposal of CONTRACTOR, all available information pertinent to the Project including previous reports and other data relative to design, construction, operation and maintenance of Project.

d. Furnish or cause to be furnished to CONTRACTOR all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site(s). In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on site conditions required by CONTRACTOR for proper performance of its services.

e. The CONTRACTOR shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS AND CONTRACTORS and information from public records, without the need for

independent verification. CONTRACTOR assumes no responsibility or liability for the accuracy or completeness of such information. OWNER-provided documents will remain the property of the OWNER.

f. Pay for all sales taxes for professional services and all costs associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

g. Arrange for and make all provisions for CONTRACTOR and its agents to enter upon public and private lands as required for CONTRACTOR to perform its work under this Agreement

h. Furnish CONTRACTOR with all necessary topographic, property boundary and right-of-way maps.

i. Cooperate with and assist CONTRACTOR in all additional work that is mutually agreed upon.

j. Pay CONTRACTOR for work performed in accordance with terms specified herein.

7. To the fullest extent permitted by law, the total liability in the aggregate, of CONTRACTOR and their officers, directors, employees, agents, and independent professional associates, and any of them, to Owner and any one claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to CONTRACTOR'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of CONTRACTOR or CONTRACTOR's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by CONTRACTOR under this agreement.

8. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the CONTRACTOR'S services are substantially completed.

9. The obligation to provide further services under this Agreement may be terminated by either party upon thirty day's 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. If the Project is suspended or abandoned in whole or in part for more than three (3) months, CONTRACTOR shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or

abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, CONTRACTOR's compensation shall be equitably adjusted. If services are not resumed after three (3) months the CONTRACTOR shall have the option of terminating this Agreement by not less than seven (7) days written notice.

10. The OWNER and CONTRACTOR waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and CONTRACTOR shall each require similar waivers from their contractors, consultants and agents.

11. All drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the proprietary information of CONTRACTOR, and shall remain the sole and exclusive property of CONTRACTOR whether the project for which they are made is executed or not. The Client shall not have or acquire any title to or ownership rights in any of the documents or information prepared by CONTRACTOR. Provided that OWNER is current its payments to CONTRACTOR, OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on any other Projects. Any reuse without written verification or adaptation by CONTRACTOR for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONTRACTOR or to CONTRACTOR subconsultants, and OWNER shall defend, indemnify and hold harmless CONTRACTOR and CONTRACTOR subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONTRACTOR to further compensation at rates to be agreed upon by OWNER and CONTRACTOR.

12. To the extent they are inconsistent or contradictory, express terms of the Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services or work performed under the Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under the Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition or notice or authorization and specifically accepted in writing by CONTRACTOR. CONTRACTOR's acknowledgement of receipt of any purchase order requisition, notice or authorization or CONTRACTOR's performance of work subsequent to receipt thereof does

not constitute acceptance of any terms or conditions other than those set forth herein.

13. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between CONTRACTOR and the OWNER arising out of the interpretation and performance of this Agreement.

14. CONTRACTOR and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

15. CONTRACTOR shall not be required to sign any documents, no matter by whom requested, that would result in CONTRACTOR having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

16. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or CONTRACTOR. CONTRACTOR's services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against CONTRACTOR because of this Agreement or CONTRACTOR's performance of services hereunder.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform or re-execute this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

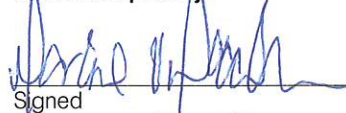
18. MA. Data Security Regulations 2010 - The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any

personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

19. If delays or failures of performance of the CONTRACTOR are caused by occurrences beyond the reasonable control of the CONTRACTOR, the CONTRACTOR shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by the CONTRACTOR, or any other causes which are beyond the reasonable control of the CONTRACTOR. CONTRACTOR's scheduled completion date shall be adjusted to account for any force majeure delay and CONTRACTOR shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Document3

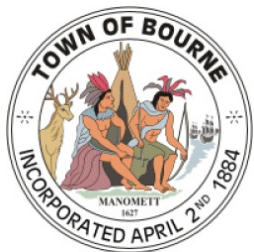
GT&C Accepted By:


Signed

Mark McBrown
Printed Name and Title

Adminstrator

12-15-22
Date



TOWN OF BOURNE

Town Administrator

24 Perry Avenue – Room 101
Buzzards Bay, MA 02532
www.townofbourne.com
508.759.0600, Ext. 1308



Anthony Schiavi, Town Administrator
Email: aschiavi@townofbourne.com

May 12, 2021

Subject: Professional Engineering Services Contract
Buzzards Bay Waste Water Treatment Facility (WWTF)

To: Mr. Kent Nichols, Jr.
Vice President, Weston & Sampson
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

Dear Mr. Nichols,

Please find attached the fully executed contract and terms and conditions for the negotiated Professional Engineering Services Contract for the Town of Bourne's soon to be operational WWTF in Buzzards Bay.

As noted on page two relative to the Schedule of Work, this contract will not take effective, i.e. commence, until the Town issues a notice to proceed, which is anticipated to be no earlier than July 1, 2021. Actual start date for this contract work is predicated on the completion of the new facility and approval from DEP to begin operations.

Please forward an updated Certificate of Insurance naming the Town of Bourne as an additional insured and Certificate Holder.

Respectfully,

Anthony E. Schiavi
Anthony Schiavi
Town Administrator

cc: Erica Flemming, Finance Director
Corey Repucci, Weston & Sampson

April 4, 2021

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978 532.1900

Anthony E. Schiavi
Town Administrator
Bourne Town Hall
24 Perry Avenue
Buzzards Bay, MA 02532

Re: **Agreement for Operations and Maintenance Services
Town of Bourne's Buzzards Bay WWTF**

Dear Mr. Schiavi:

Weston & Sampson Services, Inc. (WSS) is pleased to present this Agreement for Operations and Maintenance (O&M) Services of the Buzzards Bay Wastewater Treatment Facility (WWTF) located at 33 Armory Road in Bourne.

As a follow up to our conference call on February 22, 2021 and as a supplement to the enclosed Agreement, below is additional information providing clarification on WSS' Technical and Price proposals submitted to the town in response to its Request for Proposal (RFP No. 2021-WW-2).

1. Pursuant to Section 3, Item 5 of WSS' Technical Proposal, the scope of services does include sample collection for influent to and effluent out of the Buzzards Bay WWTF and for five (5) monitoring wells at the leach field. Sampling, including monthly monitoring of the groundwater monitoring wells, will be performed according to the facility's Groundwater Discharge Permit (GWDP# 974-0). Samples will be submitted to a certified laboratory for analytical testing.
2. As detailed in WSS' Price Proposal, all analytical laboratory fees will remain the responsibility of the Town of Bourne. The contracted laboratory will bill the town directly for analytical services.
3. Below is a table listing subcontractors WSS utilizes for different tasks related to O&M services of WWTFs.

Task	Vendor
Analytical Laboratory Services	Con-Test Analytical Laboratory
Analytical Laboratory Services	R.I. Analytical Laboratories, Inc.
Pumping and Hauling	Waste Water Services, Inc.
Pumping and Hauling	Wind River Environmental
Pumping and Hauling	Robert B. Our Co., Inc.
Generator Services	Power Products Systems, LLC
Generator Services	Weston & Sampson CMR, Inc.

4. As details become available on startup of the system to bring the Buzzards Bay WWTF online, WSS will prepare a summary letter detailing the O&M plan of action to go from interim phase operations, through the Clear Water Testing phase, and into full routine operations.

WSS is excited to work with the Town of Bourne on this project. Please feel free to contact us should you have any additional questions or concerns regarding O&M services as described herein.

Sincerely,



Peter J. Kolokithas
President

**AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES
BY AND BETWEEN
THE TOWN OF BOURNE, MASSACHUSETTS
AND
WESTON & SAMPSON SERVICES, INC.**

This Agreement is made and entered into on this 23rd day of May, 2021 by and between the Town of Bourne, Massachusetts, hereinafter referred to as "Owner", with its principal office at 24 Perry Avenue, Buzzards Bay, Massachusetts, 02532, and Weston & Sampson Services Inc., with its principal office at 55 Walkers Brook Drive, Suite 100, Reading, Massachusetts 01867.

Whereas, the Owner has a Wastewater Treatment Facility (WWTF) located at 33 Armory Road in Bourne, Massachusetts; and

Whereas the Owner desires to employ the services of Weston & Sampson Services in the operation and maintenance (O&M) of the WWTF, and Weston & Sampson Services desires to perform such services for the compensation set forth hereinafter.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Owner and Weston & Sampson Services agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE OPERATOR

The Scope of Services, as detailed in Weston & Sampson Services' Technical Proposal in response to Owner's Request for Proposal (RFP No. 2021-WW-2), is described in Appendix A of this Agreement.

ARTICLE 2 – RESPONSIBILITIES OF THE OWNER

The following, in addition to items detailed in Appendix A, will remain the responsibility of the Owner.

2.1 Utilities, Consumables and Operational Expenses

The Owner will provide and pay for all utilities and consumables including, but not limited to, fuels, power, supplies, treatment chemicals, lubricants, field analysis equipment, permanent safety equipment and sludge removal required for normal O&M of the facility. The Owner will pay all routine operational expenses which include, but are not limited to, repairs, replacement parts and equipment, snow removal, heating system services, leases, alarm and security company expenses, landscaping services, fire extinguisher maintenance, and backflow prevention device maintenance, as applicable.

2.2 Warranties and Guarantees

The Owner will keep current all of the WWTF warranties, guarantees, easements, and licenses that it has been granted. The Owner shall pay all fees for permits and other regulatory fees or assessments.

2.3 Taxes

The Owner will pay all property, franchise, and/or other taxes associated with the WWTF, other than taxes imposed on Weston & Sampson Service's own income.

2.4 Owner's Authorized Representative

The Owner will provide Weston & Sampson Services, in writing on the day services begin under this Agreement, the name of its authorized representative. Key(s) and/or code(s) for the WWTF will be provided by the Owner to Weston & Sampson Services.

2.5 Visitors

The Owner will provide safe and reasonable access to the WWTF for the Owner's and Weston & Sampson Services' personnel at all times. Visits may be made at any time by designated Owner's personnel. The Owner will ensure safe access to the WWTF and its appurtenances including, but not limited to the timely removal of snow. All visitors to the WWTF shall comply with Weston & Sampson Services' operating and safety procedures.

2.6 System Maintenance

The Owner will maintain and repair the leach field, gravity sewer, force main pipelines, and all components of the facility disposal and collection systems, as appropriate. The Owner will also remain responsible for operation, monitoring, maintenance, and repair of the leach field. Weston & Sampson Services will visually inspect leach fields at ground level only, on a monthly basis, for indications of ponding and/or breakout and report any observed issues to the Owner.

2.7 Insurance

The Owner will provide all insurance coverage for the WWTF, including but not limited to commercial general liability insurance and property insurance.

2.8 Operation and Maintenance Manual and Permit

The Owner will be responsible for maintaining, renewing, and updating facility discharge permits, site plans, and O&M manuals, as applicable. Please note that maintenance and update of these documents may require the services of a third party registered professional engineer.

ARTICLE 3 – COMPENSATION

The fee for services, as detailed in Weston & Sampson Services' Price Proposal in response to Owner's Request for Proposal (RFP No. 2021-WW-2), is described in Appendix B of this Agreement.

3.1 Invoicing and Payment

Weston & Sampson Services will submit an invoice for services performed in the preceding month by the 10th day of each following month. The Owner will process payment in accordance with its standard operating practices for invoices within 30 days of the date of receipt of the Invoice.

ARTICLE 4 – SCOPE CHANGES

- 4.1 The Owner and Weston & Sampson Services shall negotiate in good faith an adjustment to the monthly fee in the event of any change in the WWTF reporting requirements, monitoring requirements, water quality and effluent discharge requirements, changes in influent, level of treatment required, personnel qualifications, or staffing required by any governmental agency having jurisdiction over such change that causes Weston & Sampson Services' duties and/or costs to materially change. If, despite such good faith negotiations, the Owner and Weston & Sampson Services cannot agree on a monthly fee adjustment within 30 days after written request by either party, then either party may terminate the Agreement upon 30 days written notice.

ARTICLE 5 – TERM, TERMINATION AND DEFAULT

- 5.1 The term of this Agreement will begin on June 1, 2021 and end on May 31, 2024, in accordance with Request for Proposal, RFP No. 2021-WW-2.

- 5.2 Either party may terminate this Agreement if the other party is in breach thereof. The parties shall have 30 days after receiving written notice to cure a breach of contract.
- 5.3 Upon notice of termination, Weston & Sampson Services shall cooperate with the Owner in transferring operation of the WWTF. If additional cost is incurred by Weston & Sampson Services at the request of the Owner, then it shall pay Weston & Sampson Services such cost in accordance with Article 3.

ARTICLE 6 – INDEMNIFICATION

- 6.1 Weston & Sampson Services hereby agrees to indemnify and hold Owner harmless from any liability or damages for bodily injury, including death, to the extent caused solely from Weston & Sampson Services' negligence under this Agreement, whether such negligence be by Weston & Sampson Services or by a subcontractor of Weston & Sampson Services. Nothing in this Agreement shall be construed to limit Weston & Sampson Services' liability for indirect, consequential or pollution damages resulting from Weston & Sampson Services' sole negligence.
- 6.2 Owner agrees to hold harmless Weston & Sampson Services from claims caused by the negligence of the Owner in connection with this project. Weston & Sampson Services agrees to hold harmless and indemnify the Owner from claims caused by the negligence of Weston & Sampson Services in connection with this Project. Owner and Weston & Sampson Services agree that Weston and Sampson Services shall provide services referenced in Article 1 of this Agreement in accordance with standard practices of professional engineering services.
- 6.3 Weston & Sampson Services shall be liable for all fines or civil penalties which may be imposed by a court or any regulatory agency for violations of the effluent quality requirements provided for in Article 1 that are a result of Weston & Sampson Services' sole negligence. The Owner will assist Weston & Sampson Services to contest any such fines in administrative proceedings and/or in court prior to any payment by Weston & Sampson Services. Weston & Sampson Services shall pay the cost of contesting any such fines, including attorneys' fees and other costs.
- 6.4 The Owner shall be liable for all fines and penalties which may be imposed by a court or regulatory agency on the Owner which are not a result of Weston & Sampson Services negligence.
- 6.5 Weston and Sampson Services shall be solely responsible for exercising reasonable efforts to minimize problems and to reduce Owner's financial exposure. However, there are certain services, arising under this Agreement that may be uninsurable or deemed too costly to insure. Weston & Sampson Services shall notify the Owner of circumstances that create exposure for the Owner outside of applicable insurance coverage. Weston and Sampson Services shall be liable for situations where it is shown to be negligent.

ARTICLE 7 – LIABILITY INSURANCE

- 7.1 Weston & Sampson Services shall maintain comprehensive general and automobile liability insurance, insuring Weston & Sampson Services' negligence in an amount not less than \$1,000,000 combined single limits for bodily injury and/or property damage.
- 7.2 The Owner shall maintain property damage insurance for all property, including vehicles, owned by the Owner and operated by Weston & Sampson Services under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the Owner.

ARTICLE 8 – WORKER'S COMPENSATION COVERAGE

- 8.1 Weston & Sampson Services shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the WWTF as required by the appropriate state and/or local agencies holding jurisdiction at the facility.

- 8.2 The Owner shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the WWTF as required by the appropriate state and/or local agencies holding jurisdiction at the facility.

ARTICLE 9 – FORCE MAJEURE

- 9.1 Neither the Owner nor Weston & Sampson Services shall have breached this Agreement by reason of any failure to perform an obligation under this Agreement if such failure arises out of a cause beyond their control, including, but not limited to, acts of God or public enemy, fires, floods, pandemics, volcanic eruptions, quarantine restrictions, labor or materials shortages, strikes, or freight embargoes. Should either the Owner or Weston & Sampson Services fail to perform because of a cause described in this paragraph, the Owner and Weston & Sampson Services shall make mutually acceptable revision in the scope of services schedule or compensation. However, this paragraph may not be used by either to avoid, delay or otherwise affect any payments due to the other party, unless there is a breach of contract.
- 9.2 In the event activities by Owner's employees' groups or unions cause a disruption in Weston & Sampson Services' ability to perform at the WWTF, Owner, with Weston & Sampson Services' assistance or Weston & Sampson Services at its own option, may seek appropriate injunctive court orders. During any such disruption, Weston & Sampson Services shall operate the facilities on a best-efforts basis until any such disruptions cease.

ARTICLE 10 – EDA SPECIFIC AWARD CONDITIONS REQUIREMENTS

- 10.1 On February 13, 2019, the U.S. Department of Commerce, Economic Development Administration (EDA) awarded a grant in the amount of \$2,335,850 to the Town of Bourne, Massachusetts, EDA Project No. 01-01-14826 to construct a stand-alone 100,000 gallons per day WWTF to add crucial and needed treatment capacity to the existing sewer system in Buzzards Bay, MA.

This Agreement is subject to compliance with all the terms, conditions, and requirements of the EDA Grant Award including, but not limited to nondiscrimination, environmental compliance, and adequate consideration requirements.

The following terms and conditions imposed by the aforementioned EDA grant are hereby incorporated into this Agreement by reference:

- Financial Assistance Award (Form CD-450)
- EDA Specific Terms and Conditions for the "Buzzards Bay Wastewater Treatment Facility Expansion Project, Project Number: 01-01-14826
- EDA Standard Terms and Conditions for Construction Projects (February 12, 2016)
- The Town of Bourne EDA Grant application for the above referenced project including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation

Should there be a discrepancy among these documents, the Specific Award Conditions including any attachments, shall control.

ARTICLE 11 – NOTICES

- 11.1 Any notice provided for under this Agreement shall be deemed sufficient if in writing and delivered personally to the following addresses, deposited in postal service mail, or by electronic mail, addressed as follows, or at such other address as the receiving party shall hereafter specify in writing:

If to the Town of Bourne, Massachusetts:

Anthony E. Schiavi
Town Administrator
Bourne Town Hall
24 Perry Avenue
Buzzards Bay, MA 02532

If to Weston & Sampson Services, Inc.:

Peter J. Kolokithas, PE
President
Weston & Sampson Services, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

In witness whereof, the parties have entered into this Agreement.

AUTHORIZED SIGNATURE:

Anthony E. Schiavi
Signature
Anthony E. Schiavi - Town Administrator
Print Name
May 23, 2021
Date

Certification of Funds Availability

By: Michael Ellis
Town Accountant

AUTHORIZED SIGNATURE:

Peter J. Kolokithas
Peter J. Kolokithas, PE, President
May 18, 2021
Date

Date: 5-26-2021



restore

enhance

sustain

maintain

TECHNICAL PROPOSAL

January 2021

TOWN OF
Bourne
MASSACHUSETTS

Buzzards Bay Wastewater Treatment
Facility Contract Operation and
Maintenance Services



transform your environment

westonandsampson.com

55 Walkers Brook Drive
Reading, MA 01867 (HQ)
tel: 978.532.1900



FOLLOWING PAGE	EXECUTIVE SUMMARY
SECTION 1	QUALIFICATIONS
SECTION 2	CAPABILITIES
SECTION 3	SCOPE OF SERVICES
SECTION 4	STAFFING
APPENDIX A	BACKGROUND OF FIRM
APPENDIX B	RESUMES OF PROJECT PERSONNEL
APPENDIX C	FORMS Evidence of Insurance Coverage Certificate of Non-Collusion Certificate of Tax Compliance Clerk's Certificate of Vote Addendum No. 1
APPENDIX D	SAMPLE AGREEMENT
UNDER SEPARATE COVER	PRICE PROPOSAL

January 26, 2021

Anthony E. Schiavi
Town Administrator
Bourne Town Hall
24 Perry Avenue
Buzzards Bay, MA 02532

Re: Executive Summary
Buzzards Bay WWTF Operation and Maintenance

Dear Mr. Schiavi:

Weston & Sampson Services, Inc. is pleased to present to the Town of Bourne this proposal for contract operation and maintenance (O&M) services of the Buzzards Bay wastewater treatment facility (WWTF).

Weston & Sampson Services has provided contract O&M services for public and private WWTFs since 1992. Prior to that, services were provided under Weston & Sampson Engineers' (WSE's) Operation and Maintenance Services Group between 1986 to 1992. Information regarding the Weston & Sampson family of companies, and its corporate history and organization, may be found in Section 1 of this proposal. Weston & Sampson Services is a direct affiliate of WSE, which has provided engineering consulting services to municipal and private clients since 1899. Because of our affiliation with WSE, who worked on the design of the Buzzards Bay WWTF, Weston & Sampson Services will provide the Town of Bourne with an unparalleled level of service.

With our qualifications and experience in O&M services, Weston & Sampson Services is fully committed to being attentive to your needs and to efficient, cost effective O&M services of the WWTF. Our qualified operations staff has extensive experience with various wastewater treatment technologies including membrane bioreactors (MBRs), sequencing batch reactors, activated sludge (extended air), and fixed film systems. Manufacturers such as GE, SUEZ, BioProcess, Smith & Loveless, Aquapoint, US Filter, and FR Mahoney are just a few suppliers that can attest to our knowledge of wastewater O&M.

Weston & Sampson Services' company mission is to provide superior service and at competitive costs. To reduce the dependency on costly subcontractors, not only does Weston & Sampson Services utilize the repair services of Weston & Sampson Construction Maintenance & Repair (CMR), we also have a local team of mechanics that work out of our office/shop located in Cataumet. Our local presence allows for timely response to the needs of the Buzzards Bay WWTF.

Please note that Weston & Sampson Services is in receipt of Addendum No. 1 issued January 14, 2021. A signed copy of the Addendum is included in Appendix C of this proposal. Also, Weston & Sampson Services representatives were in attendance at the January 15, 2021 pre-proposal conference.

We look forward to working with the Town of Bourne on this project. If you have any questions regarding our proposal, please feel free to contact me at (978) 532-1900, extension 2295.

Sincerely,

WESTON & SAMPSON SERVICES, INC.



Peter J. Kolokithas, PE
President

Introduction

Weston & Sampson Services, Inc. offers many years of relevant experience, qualified personnel, expert management and support teams, and a wide variety of excellent services. Our facilities and personnel have been recognized on several occasions for our outstanding achievements. We will provide a staff of operations specialists who have extensive operational knowledge and experience. Our staff is comprised of qualified engineers, certified operators, and expert maintenance and repair technicians who are specifically experienced in various aspects of wastewater and water treatment, pumping, and collection/distribution. We pride ourselves in the diversity of our personnel and their combined professional backgrounds. Our expertise provides us with the skills to handle the multi-disciplinary requirements of this project.

Corporate History and Background

Weston & Sampson Services is an affiliate of Weston & Sampson Engineers, Inc. (WSE). Weston & Sampson Services was established in 1992 specifically to offer expanded services in operation and maintenance (O&M) to municipal, industrial, and commercial clients. WSE had been providing these services under its O&M Services Group since 1986. Weston & Sampson Services' primary mission is to provide superior service and timely response to our clients' challenges at competitive costs.

In addition to our staff of qualified individuals, Weston & Sampson Services has a direct link to the technical advice and engineering services of WSE. WSE, in business for over 120 years, provides professional engineering services to communities throughout New England. WSE is a full-service environmental consulting firm that supplies professional engineering services to public, private, and agency clients. WSE specializes in wastewater collection and treatment, groundwater, water supply and distribution, and hazardous and solid waste management.

Weston & Sampson Services also brings to the project the expertise of Weston & Sampson's Construction, Maintenance and Repair division (CMR). This team of specialized repair and maintenance professionals allows us to provide many focused services such as pump and valve repair/replacement, instrument calibration and telemetry work. Because Weston & Sampson Services, Inc. has this in-house capability, we reduce the dependence on costly outside contractors and therefore, provide an opportunity for cost savings over our competitors who must contract out these services.

Corporate Organization

The Weston & Sampson family of companies is privately owned by approximately 60 employee stockholders, providing full service environmental and civil engineering, contract operations and management, and repair and maintenance services, focused on water and wastewater conveyance and treatment. Weston & Sampson Engineers, Weston & Sampson Services, and Weston & Sampson CMR are three operating companies under the management and financials of the holding company Weston & Sampson, Inc. Weston & Sampson is an Equal Employment Opportunity and Affirmative Action Employer.

The headquarters for the Weston & Sampson family of companies is located at 55 Walkers Brook Drive, in Reading, Massachusetts. Weston & Sampson satellite offices are located throughout New England and in many states along the east coast. Weston & Sampson Services administers its O&M services from its headquarters in Reading along with other satellite offices including, but not limited to, Wilmington and Cataumet, Massachusetts.

Weston & Sampson CMR maintains a repair shop in Wilmington, Massachusetts, which is fully equipped with vehicle lifts, work benches, hand and pneumatic tools, welders, drills, and bearing presses to accommodate water and wastewater equipment refurbishment needs. Also, Weston & Sampson Services has a maintenance

team that works out of the Cataumet office/shop and is equipped to perform preventative maintenance and corrective/emergency repairs.

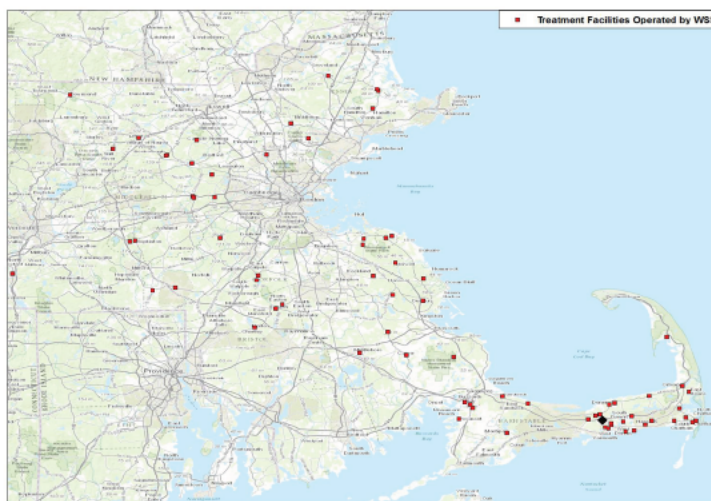
Financial Status and Insurance Coverage

As it has been profitable since its inception, Weston & Sampson Services possesses the financial fortitude to carry out the work described in our scope of services, as detailed in Section 3 of this proposal. Weston & Sampson Services had gross revenues of over \$10 million last year.

Weston & Sampson Services carries industry-standard insurance policies for the protection of itself and its clients, through Ames & Gough of Quincy, Massachusetts. Evidence of our standard insurance coverage may be found in Appendix C. The town will be informed of any changes made to our insurance coverage/policy.

Relevant Experience

Weston & Sampson Services can offer the highest level of service because we understand and can meet your goals through our experience with facilities of similar size and complexity throughout New England. The information presented in our reference projects will illustrate that most of our clients have retained Weston & Sampson Services through multiple contract periods. Weston & Sampson Services currently operates over 160 wastewater treatment facilities throughout New England, more than half of which provide tertiary treatment including more than ten membrane filtration systems. A map illustrating the location of many of our facilities is displayed to the right.



Reference Projects

The reference projects listed on the following pages are a subset of the WWTFs for which Weston & Sampson Services provides daily O&M services. The selected projects show Weston & Sampson Services' experience with WWTF startup, membrane technology, and/or projects that the proposed operations team is/has worked on. Operations staffing information has been provided below for each of the following reference projects. For these projects, Peter Kolokithas, President, serves as Principal-in-Charge and has additional support from John Bocchino, Vice President. Also, Scott Kraihanzel, Regional Manager, and Tom Remmers, Project Manager, provide operations management and daily oversight for many of the referenced projects, and Marianna Coombs provides compliance management services. Our proposed Primary Operator, Laura Johnson, lives locally and provides daily O&M services to WWTFs in and/or in close proximity to the Town of Bourne. Additional staffing information can be found in Section 4 of this proposal, and additional reference projects are available upon request. Please note that the scope of services provided to the below-detailed projects is similar to that proposed for the Buzzards Bay WWTF.

1: QUALIFICATIONS

Project: Redbrook Mixed Use Development WWTF
Client Contact: Dan Gorczyca
Senior Project Manager
Telephone: 508-322-4035
WWTF Address: Wareham Road, Plymouth, MA
Annual Base Cost: \$255,100
Size of Facility: 395,000 gpd
Treatment Type: BioProcess Membrane Bioreactor
Date of Service: Startup in August 2014 – Present
Operations Staff: Jim Wilson, Skip Malonson

Project: Cotuit Landing Retail Development WWTF
Client Contact: Bruce Canuel
BSC Services
Telephone: 401-556-0427
WWTF Address: Falmouth Road, Barnstable, MA
Annual Base Cost: \$41,000
Size of Facility: 21,600 gpd
Treatment Type: Zenon Membrane Bioreactor
Date of Service: August 2016 – Present
Operations Staff: John Nelson, Scott Kraihanzel

Project: North Easton Village Residential Development WWTF
Client Contact: David J. Field, P.E.
Director of Public Works
Town of Easton
Telephone: 508-230-0800
WWTF Address: Main Street, North Easton, MA
Annual Base Cost: \$99,600
Size of Facility: 36,000 gpd
Treatment Type: Zenon Membrane Bioreactor
Date of Service: July 2014 – Present
Operations Staff: William Patton, Russ Stewart

Project: North Reading Middle and High School WWTF
Client Contact: Michael Connelly
Director of Finance & Operations
North Reading Public Schools
Telephone: 978-664-7810 ext. 5270
WWTF Address: Park Street, North Reading, MA
Annual Base Cost: \$64,900
Size of Facility: 17,500 gpd
Treatment Type: BioProcess Membrane Bioreactor
Date of Service: Startup in August 2014 – Present
Operations Staff: Wally Bruce, Robert Poillucci

1: QUALIFICATIONS

Project: Legacy Farms Private WWTF
Client Contact: Roy MacDowell, III
Baystone Development
Telephone: 781-894-9898
WWTF Address: Clinton Street, Hopkinton, MA
Annual Base Cost: \$61,200
Size of Facility: 184,500 gpd
Treatment Type: Zenon Membrane Technology
Date of Service: Startup in May 2013 – March 2020
Operations Staff: Bob Poillucci, Charlie Colson

Project: Mashpee High/Middle School WWTF
Client Contact: Catherine Laurent
Director of Public Works
Telephone: 508-539-1420
WWTF Address: Route 151, Mashpee, MA
Annual Base Cost: \$45,700
Size of Facility: 18,000 gpd
Treatment Type: Sequencing Batch Reactor
Date of Service: July 2018 – Present
Operations Staff: Laura Johnson, Tom Remmers

Project: The Charles at Bellingham WWTF
Client Contact: Matthew Sussman
JRK Investors
Telephone: 631-707-4799
WWTF Address: Main Street, Bellingham, MA
Annual Base Cost: \$82,000
Size of Facility: 54,000 gpd
Treatment Type: Amphidrome with Pall Membrane Filter
Date of Service: Startup in August 2005 – Present
Operations Staff: Charlie Colson, Robert Poillucci

Project: Bourne Manor WWTF
Client Contact: Corey Benson
Director of Facilities Management
Telephone: 413-447-2153
WWTF Address: 146 MacArthur Boulevard, Bourne, MA
Annual Base Cost: \$47,600
Size of Facility: 22,000 gpd
Treatment Type: Amphidrome
Date of Service: January 2004 – Present
Operations Staff: Laura Johnson, Brian Tuholski

1: QUALIFICATIONS

Project: Edgewood Luxury Apartments WWTF
Client Contact: Brian Burnham
Regional Property Manager
Lincoln Property Company
Telephone: 603-591-6677
WWTF Address: Lowell Street, North Reading, MA
Annual Base Cost: \$102,700
Size of Facility: 63,240 gpd
Treatment Type: Rotating Biological Contactor with BioProcess UltraFiltration System
Date of Service: June 2017 – Present
Operations Staff: Wally Bruce, Jim Vurgaropulos

Project: Guilford Commons Retail Development WWTF
Client Contact: Steve Petrovski
Regional Property Manager
DDR Corporation
Telephone: 508-872-1257
WWTF Address: Boston Post Road, Guilford, CT
Annual Base Cost: \$64,800
Size of Facility: 18,700 gpd
Treatment Type: Zenon Membrane Bioreactor
Date of Service: March 2016 – Present
Operations Staff: Ken Levesque, Bill Idarola

Project: Max's Place Retail Development WWTF
Client Contact: Lea Engels
Lyman Real Estate
Telephone: 860-887-5000
WWTF Address: Spencer Plains Road, Old Saybrook, CT
Annual Base Cost: \$53,000
Size of Facility: 117,50 gpd
Treatment Type: Zenon Membrane Bioreactor
Date of Service: June 2014 – Present
Operations Staff: Ken Levesque, Bill Idarola

Project: Middlesex School WWTF
Client Contact: George Torigian
Director of Facilities
Telephone: 978-371-6572
WWTF Address: Lowell Road, Concord, MA
Annual Base Cost: \$120,000
Size of Facility: 52,000 gpd
Treatment Type: US Filter Membrane Technology
Date of Service: January 2004 – Present
Operations Staff: James Arthur, Jim Vurgaropulos

Full Service Capabilities

Weston & Sampson Services offers O&M services for a variety of different types of facilities:

- Wastewater treatment plants;
- Wastewater pump stations;
- Collection and distribution systems;
- Water treatment plants;
- Water pump stations and storage tanks;
- Remediation/recovery pump stations;
- Drainage pump stations; and
- Landfill leachate treatment and pump stations.

In providing O&M services to our clients, Weston & Sampson Services is committed to rendering a quality product. The following is a brief description of the types of services that we offer our clients.

Contract Operations: Weston & Sampson Services provides full- and part-time contract operations. We supply the required services for proper daily operation of the project facility(s).

Facility Start-Up: Weston & Sampson Services provides complete start-up services for all types of water and wastewater treatment plants and pump stations, including the observation of contractor startup, training, and instrumentation and controls adjustments.

First Year Operations and Maintenance: Weston & Sampson Services provides complete equipment inspection and maintenance during the one-year warranty period of a new facility. This service ensures that manufacturer warranties are optimized during the first year and the resolution of startup problems.

Industrial Pretreatment Programs: Weston & Sampson Services provides advice and assistance to clients required to develop and maintain comprehensive industrial pretreatment programs. This includes supplying written programs, sampling and technical assistance.

Training: Weston & Sampson Services offers comprehensive field and classroom training. Our supervisory and staff training has included start-up, operation, preventive and corrective maintenance, and safety. Weston & Sampson Services also offers a thorough confined space entry training program.

Preventive Maintenance: Weston & Sampson Services provides a variety of preventive maintenance services including site visits, evaluations, reports, instruction, inspection, management, schedules, and programs. Weston & Sampson Services also offers full contract preventive maintenance.

Corrective Maintenance: Weston & Sampson Services provides scheduled and emergency corrective maintenance services as part of contract operations.

Operation and Maintenance Manual Preparation: Weston & Sampson Services prepares O&M Manuals for new facilities and updates existing ones. Weston & Sampson Services stresses the importance of maintaining a "user-friendly" O&M manual at all facilities.

Troubleshooting: Weston & Sampson Services provides testing, evaluation, and troubleshooting for a wide variety of mechanical, electrical, hydraulic, and process problems including process control, troubleshooting, tuning, pumping, equipment vibration analysis, and cathodic protection testing as well as electrical and instrumentation analysis.

Electrical and Instrumentation Repair and Service: Weston & Sampson Services provides installation, calibration, troubleshooting, and repair for instrumentation and telemetry. Weston & Sampson Services' in-house maintenance staff is qualified to perform controls and instrumentation calibration work, which is often subcontracted by our competitors, thereby saving our clients' contractor markup cost.

On-Call Services: Weston & Sampson Services offers 24-hour, on-call services 365 days a year for emergencies. Our on call services include technical assistance, advice, and/or repair work. Our regular clients receive top priority from our in-house maintenance staff; we strive to provide uninterrupted service for their facilities.

Capital Improvement Program (CIP) and Station Evaluation: Weston & Sampson Services provides onsite engineering evaluations of treatment and pumping facilities. These facility evaluations result in multi-year capital improvement programs which prioritize short and long term capital expenditures for our private and municipal clients.

Written Programs Formulation and Preparation: Weston & Sampson Services can provide staff with assistance with the development of written programs. Written programs such as Emergency Response, Cross Connection Control, Hydrant Flushing, Collection System Flushing, and Gate Valve Exercising are some of the many programs we can assist with.

Management Assistance: Weston & Sampson Services assists supervisors, managers, and other assigned personnel in developing budgets, preparing administrative and regulatory reports, and analyzing O&M and improvement costs.

Corporate Resources

The Weston & Sampson Services team has access to the support resources of Weston & Sampson Engineers and CMR to provide you with technical and administrative support expertise for this project. The following project resources are based out of Weston & Sampson Services' headquarters, located in Reading, Massachusetts.

Management Principles

Our corporate mission, in performing this project assignment, is to provide proactive operations and maintenance of the Town of Bourne's wastewater treatment facilities in a cost-effective manner, while offering you the most courteous and responsive service possible.

The corporate management team consisting of Peter Kolokithas, Weston & Sampson Services' President, assisted by John Bocchino, Vice President. Scott Kraihanzel, Regional Manager, and Tom Remmers, Project Manager, will assist the onsite team in the technical support of this project. The Weston & Sampson Services team believes that responsibility for the success of a project involves the senior management working "hand-in-hand" with the onsite staff.

We also believe that our clients should be given the opportunity to provide us feedback on our performance; we invite you to provide us with input.

Engineering

Weston & Sampson Services' President, Peter Kolokithas, is a registered Professional Engineer in both Massachusetts and New Hampshire. Peter has an extensive background in wastewater engineering and

has served as the Senior Engineer or Project Manager on a wide variety of municipal wastewater, sewer, and I/I projects.

In addition to our staff of qualified individuals, Weston & Sampson Services has a direct link to the technical expertise and engineering services of Weston & Sampson Engineers. WSE, with over 120 years of service to its clients, provides professional engineering services to communities throughout New England and the East Coast. WSE is a full-service environmental consulting firm that supplies professional engineering services to public, private, and agency clients. WSE specializes in wastewater collection and treatment, groundwater, water supply and distribution, and hazardous and solid waste management.

The direct link between Weston & Sampson Services and WSE allows for the mutual and shared support of each company. WSE provides Weston & Sampson Services' clients with as-needed professional engineering services, and conversely, Weston & Sampson Services offers advice during design, construction, and start-up, as well as O&M support, on projects built by WSE. The partnership between our firms provides quick response to our clients' needs, produces a better overall product, and ensures cooperation between engineers and operators. Additional information on the background and offerings of the Weston & Sampson family of companies is available upon request.

Maintenance

A key element to the successful operation of any sanitary sewer system is proper maintenance. Weston & Sampson Services employs full-time, in-house maintenance and repair personnel who are skilled in pumps, valves, instrumentation, variable frequency drives, telemetry, generators, and a variety of other mechanical and electrical services. They will be available, as needed, to perform preventive and corrective maintenance, both on a scheduled and emergency basis.

In addition to regular facility maintenance, the expertise of Weston & Sampson CMR makes us capable of providing many specialized services such as instrument calibration, SCADA/telemetry work, and generator preventative maintenance/emergency repairs. Because Weston & Sampson Services has this in-house capability, we reduce the dependence on costly outside contractors and therefore, provide an opportunity for cost savings over our competitors who must contract out these services.

Health and Safety

Weston & Sampson Services will provide and be responsible for all necessary safety equipment and instruction to our personnel in accordance with applicable local, state, and federal regulations. Michael Brown, Weston & Sampson's Health and Safety Manager, has been in the health and safety industry for approximately 10 years, and in the environmental sciences field for over 20 years, and is experienced with OSHA, EPA, DOT, and HAZMAT protocols. Michael is responsible for the management of Weston & Sampson Services' safety programs and procedures.

Staff Safety Training

Weston & Sampson Services has implemented a mandatory online weekly training program for all of its technical and field employees. Each week, a brief, industry-pertinent safety topic is presented and discussed, followed by a quiz.

Weston & Sampson Services also conducts quarterly seminars for its staff members, covering a wide range of industry-pertinent safety topics such as electrical safety, hazard communication, personal protective equipment, confined space entry, first aid, and excavation safety.

Site Safety Audits

Weston & Sampson's Health and Safety professionals conduct regular work site audits. Random audits of existing operations and construction sites are conducted in association with OSHA standards and are a practice that Weston & Sampson employs to ensure that its Health and Safety practices are being followed in accordance with company policies.

Training

Weston & Sampson Services will provide training for its personnel in the areas of operation, maintenance, safety, supervisory skills, laboratory, reclaimed water, odor control, and energy management.

John A. Bocchino, Vice President of Weston & Sampson Services, serves as the lead trainer for comprehensive on-the-job and classroom training. He provides supervisory and staff training in the areas of start-up, operation, preventative and corrective maintenance, and safety. John also serves as the lead trainer for Weston & Sampson Services' confined space entry training program and is a faculty instructor for the New England Water Works Association (NEWWA) back flow tester and cross connection surveyor certification program at various locations throughout New England, Pennsylvania, and New Jersey.

Weston & Sampson Services is authorized by the Massachusetts Board of Certification of Wastewater Treatment Plant Operators to provide training contact hours (TCHs) for more than ten safety and technical courses.

Compliance Management

Compliance support will be provided our in-house compliance team that is overseen by Marianna Coombs. Marianna is also a licensed wastewater and drinking water treatment operator and has a background in laboratory analysis, quality control, and data management. Marianna also assists with project financial management and contract administration.

Human Resources

Weston & Sampson Services' Human Resource needs are managed on a full-time basis by Colleen A. Manning. Colleen, and her full-time assistants, manage personnel benefits such as health insurance, retirement and recruitment, and hiring and orientation of new personnel. Human Resources works to increase department efficiency, streamline operations, and continue to keep open and consistent communication with employees.

Career Development

In the past few years, the Weston & Sampson family of companies has placed a greater emphasis on employee training. It is our goal to create a continuous learning environment where employees are given the opportunity to expand their skills, abilities, and potential. Our employees must keep pace with advancing technology. As a company we must provide the resources while our managers offer coaching, mentoring, and counseling.

In 2008, we developed the KEEP program - Knowledge, Expertise, Excellence, Practice - to further brand our internal training program. For 2021 and beyond, we will continue to offer all employees

technical skills and personal development training. The goal is to emphasize to employees that training and keeping up with skills is an important aspect of being successful at Weston & Sampson.

Recruiting

One important aspect of recruiting for our industry is the critical skills shortage of individuals becoming certified water and wastewater operators and civil and environmental engineers. It is important that we attend as many seminars/meetings as possible to offer our support in students becoming interested in math and science and ultimately civil engineering. This effort may also include visiting high schools and trade schools, participating in organizations that cater to students, job shadowing, etc. We also have continued to develop relationships with colleges by offering scholarships and internships, and by participating in special mock interview nights.

Accounting

Weston & Sampson Services will utilize its accounting department personnel and computerized accounting system to track project budgets and produce monthly invoices. Our internal accounting department provides the invoicing, budget control, insurance, and general accounting services for Weston & Sampson Services.

Our policy is to share all operational information with our clients. All technical, budgetary, and financial information related to the project will be available. We will submit reports to the Town of Medfield on a regular basis detailing notable events that occurred, financial status of the project, including tracking of maintenance and capital accounts, maintenance job tasks, and all reports generated for regulatory agencies.

Weston & Sampson employs an online interactive computer system to plan, monitor, manage, and control the use of resources. In-house software will track projects by task. This system has components for job cost, payroll, purchasing, accounts payable, general ledger, and invoicing. All work activity budgets, commitments, expenditures, forecast and completion, and variances will be tracked.

The structure for the project cost accounting system provides for the totaling of data across all project phases and major tasks and subtasks. This feature enables upper-level managers to view the whole project with an overview of data relevant to each segment of the work, while job and task managers can view very detailed data on their specific responsibilities. Additionally, this software enables the project manager to track costs compared to budgets for specific time periods, and to track costs compared to the total budget. This software automatically updates estimated costs at completion to assist in project control. The integrity of the accounting system is maintained by a strong emphasis on internal accounting controls of accounts receivable, payable, payroll, general ledger inventory, and job cost.

3: SCOPE OF SERVICES

1. Weston & Sampson Services will operate and maintain Buzzards Bay WWTF within not only its design capacity and capability, but also the guidance and regulations of 314 CMR 5.00 and 257 CMR 2.00. Weston & Sampson Services may alter the process and/or facilities to achieve the objectives of process control and permit compliance, provided however, that no major alterations will be without the approval of the Town of Bourne. In case of an emergency, Weston & Sampson Services will take such actions necessary to protect the health, safety, and welfare of the public.
2. Weston & Sampson Services will provide adequate staffing, holding appropriate licensure in good standing with the Commonwealth of Massachusetts, to the WWTF. The Primary Operator will hold, at a minimum, a Massachusetts Grade 4M wastewater license. Operations staff will be qualified in technical laboratory and general administration to satisfy wastewater regulatory requirements and provide O&M service in a professional manner. Weston & Sampson Services will provide to MassDEP a staffing plan with the name and grade of the primary operator in addition to the name(s) and grade(s) of the backup operators that will provide O&M services when the primary operator is unavailable.
3. Prior to the startup of the facility, Weston & Sampson Services understands that based on ongoing construction and installation work being performed onsite, staffing needs may vary depending on the necessary level of effort. During this interim phase, a Weston & Sampson Services operator will visit the WWTF once per week, Monday through Friday, excluding state and federal holidays, for up to two (2) hours per week, to assess flow conditions of the system and allow for adequate treatment through oversight of scheduled pumping. Project management and administration will also be provided for up to two (2) hours per week.
 - 3.1 **Interim Phase Operations:** Weston & Sampson Services will conduct one (1) inspection per week of the WWTF to include, but is not limited to, the following assessments:
 - a. Monitoring flows and stored wastewater volumes,
 - b. Maintaining a logbook of operational observations and data,
 - c. Coordinating pumping based on the observed conditions of the WWTF,
 - d. Maintaining records of pumping events,
 - e. Compiling an inventory of spare parts, materials, and chemicals,
 - f. Developing a maintenance program based on manufacturers' recommendations and design specifications,
 - g. Attending facility commissioning and wet testing procedures.
 - 3.2 **System Training:** Weston & Sampson Services' designated primary operator, secondary operator, and project manager will participate in trainings provided by competent, qualified, factory-trained representatives of the membrane bioreactor system manufacturer. Instruction of proper O&M of the equipment shall consist of three (3) 8-hour sessions of classroom and field training to include:
 - a. Startup and shutdown procedures,
 - b. Troubleshooting, preventative and/or corrective maintenance, and emergency procedures.
 - c. Chemical handling and doses, operating adjustments for performance optimization, and recordkeeping.
4. Following a passing Clear Water Test and upon approval by MassDEP to begin discharging to the leach field, Weston & Sampson Services will provide daily O&M services as required to operate and maintain the WWTF in compliance with wastewater regulatory requirements. Operator coverage will be provided for up to three (3) hours per day, five days per week, Monday through Friday during normal business hours, excluding local, state, and federal holidays, to include onsite O&M and offsite administration. Weston &

3: SCOPE OF SERVICES

Sampson Services will provide adequate staffing holding appropriate licensure in good standing with the Commonwealth of Massachusetts. Operations staff will be qualified in technical laboratory and general administration to satisfy wastewater regulatory requirements and provide O&M services in a professional manner.

4.1 Routine WWTF Operations: Weston & Sampson Services will perform routine operational services at the WWTF including, but not limited to:

- a. Inspecting plant equipment and effluent disposal area,
- b. Assessing flow conditions entering the facility and making necessary process adjustments,
- c. Recording daily flow volumes, filter backwash cycles, and running-time meters on plant pumps and blowers, as applicable,
- d. Maintaining operations log,
- e. Inspecting and scheduling pumping of sludge holding tanks as necessary (pumping will be performed by an approved vendor such as Waste Water Services or Wind River Environmental),
- f. Maintaining sufficient inventory of treatment chemicals,
- g. Maintaining and calibrating bench and field-testing equipment.

4.2 Routine WWTF Maintenance: Weston & Sampson Services will schedule routine maintenance with on-site personnel as needed to ensure that the WWTF continues to operate efficiently and to minimize interruption. Routine maintenance will include:

- a. Normal maintenance of equipment per manufacturer's instructions, including items such as exercising of valves, changing of oil, repacking seals, and lubricating parts. Normal maintenance does not include work that requires the services of specially trained, qualified technicians (i.e. electrical maintenance, which requires the services of a licensed electrician);
- b. Cleaning, testing, and maintaining process equipment, including tanks, structures, dosing systems, and ancillary equipment. Routine maintenance includes the recommended quarterly cleanings of the membrane units; the operator will perform these cleanings for up to an additional three (3) hours above routine coverage per membrane each quarter. Conditions may require additional time for, or frequency of, cleanings or replacement of membrane modules/other equipment, which is not included as routine maintenance;
- c. Maintaining a neat and orderly facility, including general/basic housekeeping;
- d. Maintaining records, in an organized manner, to provide Owner with continuous access.

5. Sample Collection and Monitoring: Weston & Sampson Services will collect influent, effluent, and five (5) monitoring well samples in accordance with Groundwater Discharge Permit (GWDP# 974-0). Analytical sampling above and beyond the scope presented in the current GWDP's monitoring schedule, such as additional sampling to meet compliance or for process control, may be performed upon discretion by the operations team. Analytical testing will be performed by DEP-certified laboratory, such as R.I. Analytical Laboratory, Con-Test Laboratories, or an equivalent vendor approved by the town.

Static Water Level will be determined according to MassDEP requirements as provided in the facility's GWDP. The town will remain responsible for providing Weston & Sampson Services with current site plans that illustrate the surveyed elevations for each well. The town will also remain responsible for the operation, monitoring, maintenance, and repair of the leach field, gravity sewer, force main pipelines, and all components of the facility disposal and collection systems, as appropriate. Weston & Sampson Services will visually inspect leach fields at ground level only, on a monthly basis, for indications of ponding and/or breakout and report any observed issues to the town.

3: SCOPE OF SERVICES

6. **Compliance Reporting:** Weston & Sampson Services will prepare and submit electronically via eDEP, monthly Discharge Monitoring Reports (DMRs) in accordance with MassDEP regulations on behalf of the town. Weston & Sampson Services will submit Monthly Operations Reports (MORs), which will include copies of the DMRs, to the town's project representative(s) and Board of Health by the 30th of the following month. If there are compliance issues, Weston & Sampson Services will include additional details of the compliance issues in the MORs.
7. **Health and Safety:** Weston & Sampson Services will provide necessary safety equipment and instruction to our personnel in accordance with applicable local, state, and federal regulations. We have a comprehensive, in-house safety program in place that focuses on training and onsite audits. Random audits of existing operations and construction sites are conducted in association with OSHA standards and are a practice that Weston & Sampson Services employs to ensure that its Health and Safety practices are being followed in accordance with company policies.
8. Due to the limited Scope of Services contained in this proposal and the periodic nature of scheduled visits to the treatment facilities, Weston & Sampson Services will not be held responsible for compliance with federal, state, and local permit regulations, except to the extent it is found negligent in performing O&M services. Similarly, Weston & Sampson Services cannot be held responsible for any regulatory noncompliance that results from membrane deterioration, nor from variations in influent characteristics or toxic loading to the facility. Also, Weston & Sampson Services will not be held liable for the performance and longevity of the leaching field. Weston & Sampson Services will collect samples, report on the nature of facility performance, and perform process control adjustments, as necessary.
9. Weston & Sampson Services will provide reasonable access to the WWTF for the town's personnel on a twenty-four (24) hour per day basis. Visits may be made at any time by any of the town's employees so designated by the project representative. Keys for the facility will be provided to Weston & Sampson Services. All visitors to the facility will comply with Weston & Sampson Services' operating and safety procedures. Additionally, Weston & Sampson Services personnel will accompany regulatory agencies appearing onsite during any inspections.
10. Weston & Sampson Services will provide twenty-four (24) hour per day coverage at the facility to receive and respond to emergency situations or complaints from local, state, and/or federal agencies having jurisdiction over the facility within thirty (30) minutes by phone and one (1) hour onsite, as weather and traffic permits, if necessary. Coverage will be provided by cell phone during the hours that staff are not regularly scheduled to be at the WWTF site.
11. Weston & Sampson Services will provide the town, in writing on the day services begin under this proposal, the name(s) of Weston & Sampson Services authorized representative(s).
12. Weston & Sampson Services will perform other services that are incidental to, but not included in the Scope of Services, as directed by the Town of Bourne. Such services will be invoiced at rates described in our Bid Form.

RESPONSIBILITIES OF THE TOWN OF BOURNE

The town will retain responsibility for items as listed below:

1. Fund all necessary Capital Expenditures based upon yearly appropriation.
2. Keep in force all WWTF warranties, guarantees, easements, permits, and licenses that have been granted to the town and are not transferred to Weston & Sampson Services under this proposal. Weston & Sampson

3: SCOPE OF SERVICES

Services cannot be held responsible for any claim for the actual or alleged violations of any regulatory requirements of permits not directly issued to the WWTF.

3. Maintain, renew, and update facility discharge permits, site plans (that illustrate the surveyed elevations for each well), and O&M manuals, as applicable. Please note that maintenance and update of these documents may require the services of a registered professional engineer. Upon request, Weston & Sampson Services will assist in furnishing necessary information as it pertains to the operations of the WWTF to keep regulatory documents current.
4. Pay all property, franchise, or other taxes associated with the WWTF in accordance with the town's tax status other than taxes imposed upon Weston & Sampson Services' net income.
5. Provision for and payment of all utilities, analytical laboratory fees, treatment chemicals, sludge pumping and disposal, membrane replacement, and supplies necessary for usage incurred during routine O&M.
6. Provide to Weston & Sampson Services, on the day services begin under this proposal, the name of the town's authorized representative.
7. Maintain the WWTF building, surrounding grounds, and distribution field, including the removal of snow and provision for safe and reasonable access to the WWTF and sampling locations.
8. Provision for annual inspections and/or regeneration of fire extinguishers at the WWTF.

Weston & Sampson Services have assembled a uniquely and highly qualified team of senior level professionals with over 100 combined years of wastewater experience to provide the Town of Bourne with superior wastewater treatment facility O&M services. We will provide well-qualified and experienced support personnel, in addition to the licensed operators to perform the day-to-day O&M.

Operations

Weston & Sampson Services will provide qualified personnel to effectively and efficiently operate the WWTF. Since the treatment plant will be equipped with an alarm system for all vital systems, it can be properly operated, in accordance with MassDEP requirements, on a part-time basis. Following a passing Clear Water Test, routine operator coverage will be provided for up to three (3) hours per day, five (5) days per week, Monday through Friday between 6:00 AM and 5:00 PM, excluding local, state, and federal holidays, as detailed in our proposed Scope of Services.

Weston & Sampson Services will provide primary, secondary, and backup operations staff each holding the appropriate wastewater licenses (minimum Grade 4M) as required by, and in good standing with, the Commonwealth of Massachusetts. Secondary and backup operators will be available when the primary operator is unavailable for any reason. Each of Weston & Sampson Services' licensed wastewater treatment operator is qualified in the technical, bench-top laboratory, and general administration procedures necessary to satisfy MassDEP's regulatory requirements and provide services in a responsible, professional, and effective manner.

Presented below is a table summarizing the qualifications of the Weston & Sampson Services personnel, who will be dedicated to the Town of Bourne's Buzzards Bay WWTF. Resumes for key project personnel are located in Appendix B of this proposal, and others are available upon request.

Name	Position	Years Experience	MA Credentials
Peter Kolokithas, PE	President	27	<ul style="list-style-type: none"> Professional Engineer (MA and NH) Water: T2 and D1 Certified Backflow Surveyor
John Bocchino	Vice President	39	<ul style="list-style-type: none"> Wastewater: 5C Collection Systems: Grade 4 Water: T4 and D4 Certified Backflow Trainer, Tester, and Surveyor
Scott Kraihanzel	Regional Manager	20	<ul style="list-style-type: none"> Wastewater: 5C Water: T1 Licensed Title 5 Soil Evaluator
Tom Remmers	Project Manager	19	<ul style="list-style-type: none"> Wastewater: 5C Water: D1 / VSS
Laura Johnson	Lead Operator	23	<ul style="list-style-type: none"> Wastewater: 4M
Michael Brown	Health and Safety Manager	21	<ul style="list-style-type: none"> NASP: Certified Health & Safety Manager OSHA: Certified OSHA Outreach Trainer OSHA: Hazardous Waste Site Supervisor
Tim Swimm	Foreman	12	<ul style="list-style-type: none"> Wastewater: 4M OSHA-30 and OSHA-10
Marianna Coombs	Business Supervisor	14	<ul style="list-style-type: none"> Wastewater: 4M and 1I Water: T1

Peter Kolokithas, John Bocchino, and Scott Kraihanzel will provide O&M, management, and administrative support for this project. Marianna Coombs will provide compliance oversight and Tom Remmers will provide technical operations, troubleshooting, and management expertise to the WWTF. Laura Johnson, whose qualifications and experience exceed the requirements of MassDEP, will provide the operational coverage for the WWTF. Each of these key personnel has several years of experience providing O&M services to WWTFs including, but not limited to, those during startup and with membrane technology. Copies of our dedicated team members' licenses and an emergency contact list will be provided to the town.

In addition to our management strength, we have a team of over 35 Massachusetts-licensed wastewater operators. With our extensive experience in providing O&M services throughout New England, our operations and management staff has a working relationship with regulatory agencies and is proficient in the rules and regulations established by these agencies. Also, our dedicated team not only has various in-house capabilities and great relationships with subcontracted vendors, but also has the proven ability to coordinate with both public and private entities, their service suppliers, and their consulting engineer.

Maintenance

A key element to the successful operation of the wastewater treatment plant is proper maintenance. Weston & Sampson Services employs full-time, in-house maintenance and repair personnel who are skilled in pumps, valves, instrumentation, variable frequency drives, telemetry, generators, and a variety of other mechanical and electrical services. They will be available, as needed, to perform preventive and corrective maintenance, both on a scheduled and emergency basis. Weston & Sampson Services' team of mechanics, led by Tim Swimm, Foreman, works out of our Cataumet office/shop and will be dedicated to providing prompt maintenance and/or repairs services, as needed.



In addition to regular facility maintenance, the expertise of Weston & Sampson CMR makes us capable of providing many specialized services such as instrument calibration, SCADA/telemetry work, and generator preventative maintenance and emergency repair. Because Weston & Sampson Services has this in-house capability, we reduce the dependence on costly outside contractors and therefore, provide potentially significant cost savings over our competitors who must contract out these services. Also, the Weston & Sampson family of companies has extensive experience in diagnosing treatment facility performance and optimizing operations of treatment facilities, especially those with membrane technologies.

Weston & Sampson CMR maintains a repair shop in Wilmington, Massachusetts, which is fully equipped with vehicle lifts, work benches, hand and pneumatic tools, welders, drills and bearing presses to accommodate wastewater equipment refurbishment needs.

Response Capabilities

Weston & Sampson's dedicated project personnel will be available 24 hours per day, 365 days per year, to respond to alarms and emergency situations within thirty (30) minutes by phone and one (1) hour onsite, as weather and traffic permit, if necessary.

Weston & Sampson offers interdisciplinary design, engineering, and environmental consulting, as well as operations, maintenance, and repair services. Innovative and reliable, we've worked to improve the communities where you live, work, and play for more than a century.

restore

enhance

sustain

maintain



TRANSPORTATION

Highway Engineering

- Traffic planning and engineering
- Corridor and roadway improvements
- Signals and intersections
- Sidewalks and parking lots
- Causeways
- Streetscapes
- Bike paths including rail-trail designs
- Community facilitation and public participation



DRINKING WATER

Supply, Treatment, & Distribution

- New source approvals
- Well development
- Treatment plant improvements and new facilities
- Pilot studies
- Distribution system master plans and mapping
- Water storage tanks
- Booster stations
- Rate and meter replacement studies
- Cleaning and lining
- Unidirectional flushing programs



WASTEWATER

Planning, Collection, Treatment, & Rehabilitation

- Treatment plant improvements and new facilities
- Pump stations
- Infiltration/Inflow (I/I) & Sewer System Evaluation Survey (SSES)
- Innovative and alternative systems
- Needs assessments and decentralized planning
- Hydrogeologic investigations
- New sewer and septic systems
- Supervisory Control and Data Acquisition (SCADA)
- Betterment assessment and user fee support



ENVIRONMENTAL CONSULTING

Hazardous & Solid Waste

- Site assessment
- Remediation study, design, and construction services
- Demolition and hazardous materials
- Risk assessment
- Brownfields assessment, remediation, and redevelopment
- Emerging contaminants
- Emergency response
- Landfill closures, expansions, and post closure re-use
- Environmental monitoring
- Transfer stations and recycling and composting facilities



SITE/CIVIL DEVELOPMENT & SURVEY

Low Impact Development (LID), Smart Growth, & Cluster Designs

- Planning and pre-development support
- Low Impact Development (LID), smart growth & cluster designs
- Conceptual design and land use planning
- Permitting and natural resource protection
- Roadway/utilities/drainage; environmental assessment/remediation; landscape architecture
- Construction management
- Design/Build/Operate for water/wastewater
- Property boundary, planimetric, topographic, bathymetric, and ground control surveys
- Aerial photogrammetry, mapping, and land record research



STORMWATER & SURFACE/ GROUNDWATER

Water Resource Protection, Water Quality, & Flood Control

- Pipeline, culvert, and channel analysis/improvements and watershed management studies
- Treatment system and drainage pump station installation/replacement/rehabilitation design
- EPA Phase II compliance and Best Management Practices
- Nutrient loading studies and Total Maximum Daily Loads (TMDLs)
- Wetland protection and replication, permitting, and public bidding
- Construction administration/resident representation
- Rain gardens, green/LID practices, and retention/detention basins
- Stormwater recovery and reuse



ENERGY/SUSTAINABILITY/RESILIENCY

Sustainable, Adaptable, and Resilient Infrastructure Solutions

- Renewable energy resource evaluation
- Site feasibility analysis
- Project development and procurement
- Environmental permitting and resource management
- Site engineering / LEED & LID designs
- Infrastructure and coastal resiliency
- Energy audits/design/construction
- Cost estimating
- Public outreach
- Construction oversight



LANDSCAPE ARCHITECTURE

Visioning & Implementation

- Recreation (parks, playgrounds, ball fields/stadiums, skate parks, wet spray play areas)
- Streetscapes (including context sensitive designs)
- Urban design (city/town commons, plazas, and parks)
- Open space projects and nature trails
- Historic restoration
- Waterfronts and riverwalks
- College/university facilities
- Monuments/memorials
- Public participation



AQUATICS

Waterpark, hospitality, municipal, academic, and international services

- Master planning
- Facility evaluation
- Schematic, mechanical, structural, and electrical design
- Waterpark design and theme development/design
- Competition/collegiate-level, rooftop, resort/hotel, and municipal/institutional pools
- Fountain, splashpad/spray park, and multi-generational facility designs
- Construction management, maintenance, and repair
- Operations and equipment



GEOTECHNICAL, STRUCTURAL & FACILITIES

Public/private site and building development

- Shallow and deep foundations and substructure design
- Trenchless technologies, deep excavation, soil improvement, and groundwater control
- Geotechnical instrumentation and monitoring / rock blasting and vibration monitoring
- Structural framing for new construction and additions
- Engineering design for dams, dikes, embankments, retaining walls
- Design, coordination, and monitoring of subsurface exploration programs
- Stability analyses, subsurface investigations, condition inspections/assessments
- Structural restoration and rehabilitation
- DPW facility programming/design, fleet operations, and industrial equipment selection
- Cost/feasibility studies, and construction administration/observation



MEP/ENERGY

Traditional HVAC/Mechanical, Electrical, Resource Conservation, Distributed Energy

- Engineering and design
- Resource conservation
- Energy, water, operations and materials
- Distributed Energy
- Generation, cogen, steam, chilled water, renewables
- Audits and feasibility assessment
- System optimization
- Construction oversight
- Owner's representative



CONSTRUCTION & CONSTRUCTION MANAGEMENT

Contracting, Design, Supervision/Oversight, Maintenance, & Repair

- Construction engineering, inspection, management/administration, resident representation, and oversight
- Construction contracting and design/build services
- Swimming pool design, construction, upgrades, maintenance, and repairs
- Electrical/instrumentation services (pumps, motors, controls, valves, pipes, HVAC, filters, drains)
- Preventative maintenance, troubleshooting, and 24x7 emergency repairs
- Shop drawing, constructability, and construction claim reviews
- Field consultations
- Change order negotiation
- Accurate bidding and construction documents
- Community/public relations



OPERATIONS, MAINTENANCE & TRAINING

Licensed Engineers/Tradespeople, Certified Operators, & Expert Technicians

- Repair and maintenance services (preventive, scheduled, and emergency corrective)
- 24x7 emergency response
- Contract operations for public/private facilities
- Cross connection programs and surveys
- Backflow device testing, repair, and installation
- Swimming pool operation, maintenance, and repair
- Unidirectional flushing (UDF) programs and services
- On-the-job and classroom training



TECHNOLOGY

Data and Resource Management Solutions & GIS/GPS

- Needs assessments and pilot programs
- iDataCollectSM field data collection platform
- GPS mapping and asset locating services & web-based GIS
- Supervisory Control and Data Acquisition (SCADA) and Instrumentation and Controls (I&C)
- Database management and data model integration and compliance
- Record digitization/data conversion and document access management
- Infrastructure modeling and design/build services
- Resource integration and optimization, facilities management planning, and project implementation
- Hardware/software acquisition, application development, mobile data platforms, and cloud-based solutions
- Training, startup, technical support, and energy conservation services



transform your environment

800.SAMPSON

westonandsampson.com

Offices in: MA, CT, NH, VT, NY, NJ, PA, SC & FL

5 Centennial Drive, Peabody, MA 01960 (HQ) • tel: 978.532.1900

WESTON & SAMPSON CMR

water & wastewater specialists

maintenance, repair, & construction capabilities

For more information, contact:

John A. Bocchino, Jr., President
978-815-1398 · bocchinoj@wseinc.com

Stephen J. Richard, PE, Vice President
978-479-8055 · richards@wseinc.com



Weston & Sampson CMR (CMR) offers construction contracting, maintenance, and repair services as well as pool design and construction for public (municipal) and private sector clients, including:

ON-CALL 24/7 EMERGENCY REPAIRS

CMR provides around the clock emergency repairs. We respond any time, including weekends or holidays. We diagnose, advise, and then perform the repair work on the spot. Our trucks are equipped with cranes, spare parts, and tools.

CONSTRUCTION & DESIGN/BUILD

CMR serves as general contractor and/or design/builder for construction of water and wastewater facilities.

ELECTRICAL & INSTRUMENTATION

CMR provides installation, calibration, troubleshooting, design, and repair for instrumentation and telemetry, including SCADA systems.

TROUBLESHOOTING

CMR provides testing, evaluation, and troubleshooting for numerous mechanical, electrical, hydraulic, and process problems.

PREVENTIVE MAINTENANCE

CMR provides a variety of preventive maintenance services, including site visits, evaluations, reports, instruction, inspection, management, schedules, and programs.

SWIMMING POOLS

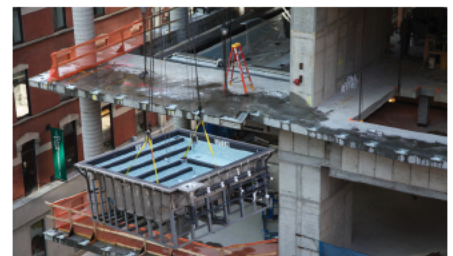
CMR provides construction and construction oversight for pool improvements as well as implementation of upgrades to meet regulatory compliance for private, municipal, and academic clients.

FACILITIES SERVICED

- Wastewater collection systems, treatment plants and pump stations
- Water distribution systems, treatment plants, booster stations, supply wells and well pump stations
- Remediation/recovery treatment facilities
- Landfill leachate treatment facilities
- Drainage systems
- Swimming pools
- Standby generators

AREAS OF EXPERTISE

- Pumps
- Motors
- Controls
- Valves
- Instrumentation
- Controls (including VFDs)
- Standby generators
- Sewage grinders
- Chemical feed systems
- HVAC and electrical systems
- Industrial and manufacturing plant equipment
- Equipment vibration analysis
- Swimming pool filters, pumps, piping, and controls



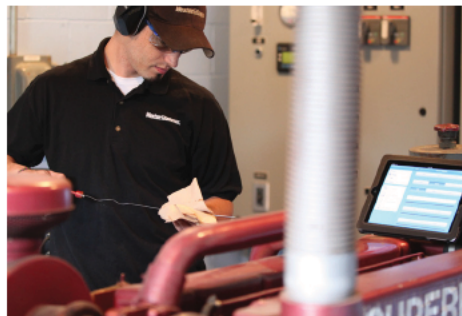
WESTON & SAMPSON SERVICES

water & wastewater specialists

maintenance, repair, operations, training & backflow prevention

For more information, contact:

John Bocchino, Jr., President
978-815-1398 · bocchinoj@wseinc.com
Peter Kolokithas, PE, Operations Manager
781-856-6255 · kolokithasp@wseinc.com
Amy Planz, Business Manager
978-532-1900 · planza@wseinc.com



Weston & Sampson Services (WSS) has been providing operation and maintenance (O&M) services to public and private clients since 1986. Our staff of hands-on experts includes licensed engineers, certified operators, plumbers, licensed electricians, and expert technicians. We offer:

CONTRACT O&M SERVICES

WSS operates and maintains conventional and innovative alternative technology; wastewater and water treatment plants; pump stations; and wastewater collection, water distribution, and storm drain systems.

CROSS CONNECTION CONTROL & BACKFLOW PREVENTION

WSS provides cross connection programs and surveys as well as backflow device testing, repairs, and installation.

PREVENTIVE MAINTENANCE

WSS provides preventive maintenance services, including site visits, evaluations, reports, instruction, inspection, management, schedules, and programs. We also offers full contract preventive maintenance.

CORRECTIVE MAINTENANCE

WSS provides scheduled and emergency corrective maintenance services, both as part of contract operations and on an individual project basis.

ON-CALL 24/7 EMERGENCY REPAIRS

We provide around-the-clock emergency repairs, including weekends or holidays.

TRAINING

We offer comprehensive on-the-job and classroom training. Training sessions include start-up, operation, preventative and corrective maintenance, safety, and confined space entry.

FACILITIES SERVED

- Wastewater collection systems, treatment plants and pump stations
- Water distribution systems, treatment plants, booster stations, supply wells and well pump stations
- Remediation/recovery treatment facilities
- Landfill leachate treatment facilities
- Drainage systems
- Standby generators

AREAS OF EXPERTISE

- Pumps | Motors
- Controls | Valves
- Instrumentation
- Controls (including VFDs)
- Standby generators
- Sewage grinders
- Chemical feed systems
- HVAC and electrical systems
- Industrial and manufacturing plant equipment
- Equipment vibration analysis
- Controls (including Variable Frequency Drives)
- Standby generators
- Flow meter calibration
- RPZ and DCVA backflow devices



BACKGROUND

2018-Present
President
Weston & Sampson Services

2015-2018
Vice President
Weston & Sampson

2011-2015
Operations Manager
Weston & Sampson

2009-2011
Project Manager
Weston & Sampson

2003-2009
Senior Engineer
Weston & Sampson

1998-2003
Environmental Engineer
Weston & Sampson

1995-1998
Cooperative Student/
Engineering Assistant
Weston & Sampson

1994-1995
Cooperative Student
Surveyor
Modern Continental
Construction Company

EDUCATION

2002
Master of Science
Civil Engineering
Northeastern University

1998
Bachelor of Science
Civil Engineering
Northeastern University

PROFESSIONAL REGISTRATION

Professional Engineer:
Massachusetts No. 46720
New Hampshire No. 11653

Massachusetts Grade T2 Drinking
Water Operator-in-Training
Massachusetts Grade D1 Drinking
Water Operator-in-Training

Peter serves as the President for Weston & Sampson's Services group. He currently manages more than 60 employees and assists in the day-to-day operations of contracts for operations and maintenance and cross connection services for public and private clients throughout New England. Peter manages and coordinates O&M contracts for public and private water and wastewater treatment systems throughout New England, Pennsylvania and New Jersey. He provides liaison services between contractors and clients, and works with city/town officials in answering questions and/or communications regarding contract documents, project milestones, and future deliverables. Peter is proficient in preparing projected operation and maintenance budgets. He manages projects to ensure tasks are completed with budget, and assists clients with budget preparation for new facilities operations.



SPECIFIC PROJECT EXPERIENCE

Septage Treatment Plant, Yarmouth, Massachusetts. Operations manager responsible for the multi-year contract for operation and maintenance of the wastewater treatment facility. Work includes developing maintenance and sampling schedules; incorporating new comprehensive record-keeping systems; supervising clerical, professional, and field personnel in proper maintenance and repair of systems; and assisting the towns in developing both long- and short-term solutions to correct existing deficiencies.

Operation and Maintenance Contracts, Various Northeast Locations. Operations manager for various O&M contracts throughout Massachusetts and the Northeast, including the WWTF at the Pocasset Senior Living facility, Chatham sewer systems, Dennis-Yarmouth Regional School District, Daniel Hand High School, Eagle Pond Rehab Living Center WWTP, Easton Public Schools, and Plymouth Public Schools, among many others.

Nemasket Interceptor Sewer Upgrades, Middleborough, Massachusetts. Senior engineer for this two-phased project including hydraulic modeling, flow evaluation, television inspection, design and bidding, construction services, and follow-up flow evaluation. Evaluated 3,700 linear feet of 15-inch sanitary sewer and 21 manholes, using 100% trenchless technologies for rehabilitation. Designed the replacement of approximately 10,000 linear feet of 18-inch sewer with 24-inch sewer using pipe bursting and pipe jacking, as well as excavation and replacement methods. Addressed significant environmental, historical, and constructability challenges due to location in environmentally and historically sensitive areas, as well as state highway department "no dig" restrictions. Provided slope stabilization for construction of a gravel access road for construction and future operation and maintenance of the sewer.

Sanitary Sewer Improvements, Edgewater Industrial Park, Wakefield, Massachusetts. Senior engineer for the installation of approximately 700 linear feet of new, 10-inch PVC sewers and appurtenances, while providing continuous sanitary flow to an office park containing seven buildings, to address hydraulic problems restricting wastewater flow.

**PROFESSIONAL
TRAINING**

OSHA 10-Hour Construction
OSHA 10-Hour Construction
Confined Space Entry
First Aid
CPR

**PROFESSIONAL
AFFILIATIONS**

American Society of Civil Engineers
New England Water
Environment Association
Water Environment Federation
National Safety Council

Flow Evaluation and Sewer System Evaluation Survey, Holden, Massachusetts. Engineer for a manhole inspection, flow isolation, television inspection, smoke testing, and dye testing for 110,000 linear feet of sewer. Performed a cost-effectiveness analysis to determine appropriate trenchless rehabilitation methods.

Sanitary Sewer Field Investigations, Newton, Massachusetts. Engineer for field investigations for the replacement of approximately 30 linear feet of 24-inch x 36-inch brick sanitary sewer interceptor along with an 18-inch underdrain pipe and appurtenances. Responsibilities also included assistance in preparation of plans and specifications for public bidding.

Trenchless Rehabilitation Projects, Various Locations, Massachusetts. Provided resident representative services for trenchless rehabilitation projects in Braintree, Chelsea, Holden, Mansfield, Middleborough, Newton, Quincy, Stoughton, Wakefield, and Weymouth, Massachusetts. Projects included sanitary sewer cleaning, testing and sealing, manhole sealing, root treatment, spot repairs, cured-in-place pipe lining, and service line grouting.

Sewer Evaluation, Chelmsford, Massachusetts. Engineer involved in the survey data collection and various engineering tasks. Collected data on existing conditions, prepared construction costs estimates, and clarified plans and specifications.

Combined Manhole Inspections, Swampscott, Massachusetts. Senior engineer for the inspection of 85 combined manholes, each with direct or indirect underdrain/subdrain connections. Supervised television inspection of 15,000 linear feet of storm drains discharging to coastal waters to identify cross-connections between the storm and sanitary sewer systems. Conducted smoke testing for approximately 30,000 linear feet of storm drains along the Stacey Brook and Fisherman's East outfalls, as well as an additional 10,000 linear feet of storms discharging to coastal waters.

Underdrain Separation, Newton, Massachusetts. Engineer for the detailed inspection of approximately 90,000 linear feet of sewer and drain lines to locate underdrains, which resulted in the lining of each manhole to manhole stretch, individual manhole rehabilitations, and underdrain access port redirection. Also assisted in the preparation of contract specifications.

Infiltration/Inflow Program, Lexington, Massachusetts. Project manager for the development of a comprehensive annual program of television inspections, topside manhole inspections, smoke testing, and building inspections, conducted in three phases, to identify and eliminate sewer system I/I sources. Directed the evaluation of approximately 183,400 linear feet of sewers and 875 manholes, and the design of approximately 378,000 gpd of removable infiltration and 979,000 gpd of removable, peak-design storm inflow. Developed and implemented a sewer rehabilitation plan and a cost-effectiveness analysis to remediate sources of excessive I/I. Prepared and compiled contract documents for the recommended rehabilitations including plans, specifications, and permits for traffic control and restoration of pavement and cross country area. Provided bidding process and construction services, including construction oversight, development of as-built construction plans, and implementation of changes and updates to the sewer system into the town's geographic information system.

BACKGROUND

2015-Present
President
Weston & Sampson CMR

2018-Present
Vice President
Weston & Sampson Services

2006-2018
President
Weston & Sampson Services

1998-2005
Vice President
Weston & Sampson Services

1996-1997
General Manager,
Maintenance Div.
Weston & Sampson Services

1997-Present
Instructor
Quincy City College

1994-1996
Director
Weston & Sampson Services

1992-1994
Supervisor, O&M Services
Weston & Sampson Services

1989-1992
Project Engineer
Weston & Sampson Engineers, Inc.

1986-1989
Associate Project
Engineer
Weston & Sampson Engineers, Inc.

1984-1986
Engineer
Weston & Sampson Engineers, Inc.

1982-1983
Engineer Technician
Weston & Sampson Engineers, Inc.

EDUCATION

1984
Bachelor of Science
Civil Engineering
Merrimack College

John has more than 30 years of engineering and project management experience, including design, construction administration, and operations & maintenance (O&M) services on a variety of water and wastewater projects. He serves as an advisor for the full-service operation and maintenance of the Chelsea, Massachusetts water, sewer, and drain system; the wastewater collection system for Braintree, Massachusetts; and the Dracut, Massachusetts Water Supply District. He also manages and coordinates primary operator and contract manager services for clients such as the University of New Hampshire (interim primary operator) and for communities such as Somerville (primary operator), Stoneham, (primary operator), Saugus, and Melrose, Massachusetts.



SPECIFIC PROJECT EXPERIENCE

Wastewater Treatment Plant Operations, Weston and Byfield, Massachusetts. Chief Operator for the 30,000-gpd RBC wastewater treatment plant for CNL Senior Housing. Operator for the 30,000-gpd activated sludge tertiary wastewater treatment plant for the Governor Dummer Academy in Byfield, which included inspection of six wastewater pump stations and sludge handling.

Wastewater System Inspection and Maintenance Program, Yarmouth and Dennis, Massachusetts. Project manager and inspector for the Yarmouth/Dennis inspection and maintenance program for approximately 20,000 subsurface wastewater systems. Responsibilities included on-site management and inspection, database and computer overview, client (BOH) meetings for enforcement, and on-site training of inspection personnel.

Septage Treatment Facility, Yarmouth-Dennis, Massachusetts. Principal-in-charge for the facility.

Sewer Projects, Holden and West Boylston, Massachusetts. Assisted in the design, permitting, and construction administration of the fast-track Phase II master design and Phase III sewer projects for the Metropolitan District Commission Division of Watershed Management, including gravity sewers, pressure sewers, grinder pumps, pumping stations, and force mains.

Wastewater Treatment Facility Operations, Coventry, Connecticut. Interim chief operator for the wastewater treatment facility, a primary plant with a design flow of 250,000 gallons per day. Also responsible for the maintenance of 5 miles of collection systems.

Wastewater Facilities Upgrade, Northern Division of the Naval Facilities Command, Newport, Rhode Island. Project engineer for the upgrade and renovation of 19 wastewater pump stations and the secondary wastewater treatment plant for the Navy Base facility in Newport.

O&M Advisory Services, Various Locations, Massachusetts. Responsible for the management and coordination of O&M advisory services for the communities of

**PROFESSIONAL
REGISTRATION**

Massachusetts - Grade D4 and T4
Drinking Water Supply Facilities
License

New Hampshire - Grade D3 and T3
Drinking Water Supply Licenses

Maine - Grade D3 and T3 Drinking
Water

Supply Licenses
New England Water Works
Association Certified Backflow
Prevention Device Inspector #7524

MassDEP Certified Backflow Tester
and Surveyor #31841

Connecticut - Class D2 and T3
Drinking Water Supply Licenses

Rhode Island - Grade D3 and T3
Drinking Water Supply Licenses

Vermont - Class 4B - Public Water
System

Massachusetts - Grade 5C
Wastewater Treatment

Plant Operators License

Massachusetts - Grade 4 Collection
Systems License

Connecticut-Grade 2 Wastewater
Treatment

Plant Operator License

New Hampshire-Grade 3

Wastewater Treatment Plant
Operator License

Maine-Grade B-3 Wastewater
Treatment Plant Operator

Hazardous Waste Operations 40
HR Health and Safety Certification

Massachusetts - Title V Inspector

**PROFESSIONAL
AFFILIATIONS**

American Society of Civil Engineers
New England Water Works

Association

New England Water Environment
Association,

Safety Committee Member

Society of American Military
Engineers

Association of Wastewater
Operations

Bedford, Chelmsford, Lexington, Melrose, Nahant, Newton, Quincy, Swampscott, Waltham, and Winthrop. Services include preparation of O&M manuals, preventive maintenance schedules, customized daily log sheets, and troubleshooting.

Wastewater Treatment Systems Design, Various Locations. Design engineer for wastewater treatment systems for the Kendall Company, Kentucky; Briston Arms Apartments in Cambridge, Massachusetts; Tewksbury Townhouse Condominium Association, Tewksbury, Massachusetts; and Unifirst Corporation in Dorchester, Massachusetts.

Wastewater Treatment Facilities for Public Schools, Various Locations, Massachusetts. Principal-in-charge for the O&M of numerous wastewater treatment facilities for the following schools: Dennis-Yarmouth Regional School District, Sharon High School, Freetown-Lakeville Regional School District, Carlisle Public Schools, Hamilton-Wenham Regional School District, and Dover-Sherborn Regional School District.

Fort Square Pumping Station, Quincy, Massachusetts. Construction coordination and operation start-up of the 7.5-mgd Fort Square sewage pumping station. Also prepared the O&M manuals with on-site instruction.

New Albany Street Interceptor and Union Park Pumping Station Screening Addition, Boston, Massachusetts. Associate project engineer for the design, contract drawings, and specifications for the Boston Water and Sewer Commission's New Albany Street interceptor and Union Park pumping station screening addition. Responsible for the pumping station evaluation and preparation of a staffing analysis report.

Infiltration/Inflow Study and Sewer System Evaluation Study, Quincy, Massachusetts. Associate project engineer responsible for this study, including direct supervision of subcontractors and field personnel. Also responsible for data analysis and cost-effectiveness analysis.

Mill Brook Valley Relief Interceptor, Massachusetts Water Resources Authority. Provided construction and inspection services for the Authority's Mill Brook Valley relief interceptor.

Downtown Study, Boston Water and Sewer Commission. Responsible for coordinating the engineering effort for the mapping and computerized inventory of sewers and drains for the BWSC's study. Project involved adaptation and calibration of hydraulic models for the area's sewer and drain system, using the EPA-approved Storm Water Management Model (SWMM) program, for use in a personal computer environment.

Construction Inspection for Various Projects, Amesbury, Massachusetts. Provided construction inspection for a 3.5-mgd water treatment plant, and for cleaning and lining of water and sewer mains.

O&M Services for Water and Wastewater Treatment Facilities, Chatham, Massachusetts. Principal-in-charge for daily O&M services at the town's water and wastewater treatment facilities.

BACKGROUND

2019-Present
Regional Manager
Weston & Sampson

2015-2019
Project Manager
Weston & Sampson

Associate Vice President
CHA Tech Services, LLC

EDUCATION

2000
Bachelor of Arts
Environmental Science
Curry College

**PROFESSIONAL
REGISTRATION**

Wastewater Operator Grade 6C
Massachusetts No. 12580

Drinking Water Treatment 1T
Massachusetts No. 23090

Licensed Title 5 Soil Evaluator
Massachusetts

OSHA Hazardous Waste Supervisor

Confined Space Entry Supervisor

MADEP Third Party UST Inspector
Massachusetts No. 1309

Scott is a regional manager in Weston & Sampson's services group. He brings a wealth of experience and knowledge in the planning, design, operation, maintenance and construction of both public and private wastewater projects throughout Massachusetts. Additionally, Scott has over 15 years of experience in the field of hazardous waste site cleanup. Scott has provided consulting services for dozens of waste sites ranging from petroleum impacted soil, groundwater and indoor air to PCB impacted soil, groundwater and indoor air. He is well versed in managing complex, multi-disciplined projects with short completion timeframes. He has extensive experience designing, delivering, operating and maintaining wastewater treatment plants using the design-build-operate project delivery approach. He represents his projects and clients well in the public forum in front of Planning Boards, Zoning Boards, Conservation Commissions, public informational sessions, etc. He understands how to find common ground to align goals for the betterment of the communities he services.



Scott has significant knowledge in the field of nutrient reduction, municipal sewage treatment, disinfection, metals precipitation and filtration, petroleum remediation utilizing chemical oxidation, reductive de chlorination of chlorinated solvents and activated carbon, organo clay and gel filtration for multiple contaminants.

SPECIFIC PROJECT EXPERIENCE

Operations and Maintenance Contracts, Various Southeast Locations. Operations manager for various water treatment and distribution, wastewater treatment, and collections systems O&M contracts throughout Massachusetts and the Northeast, including the towns of Newton, Peabody, and Salem, Massachusetts.

Brookline Overflow Conduit Cleaning, Boston, Massachusetts. Consulted on the design and operated a wastewater treatment facility to treat the wash water utilized in removal of sediment within an 8' diameter by approximately 800' long concrete conduit that served as a stormwater overflow for the city discharging to the Charles River. The system was required to treat up to 1MGD and filter contaminated water and sediment to Massachusetts and EPA surface water discharge limitations without fail. Also provided storm water pollution prevention measures for the working surface of the sediment as it had to be storm ready and not erode sediments from the conduit into the Charles River during removal activities. His team provided NPDES permitting services, meetings with the MWRA (owner of the conduit) and communicated with the EPA and MADEP to ensure that the project was not held up as there was a tight time line between the end and beginning of school to complete the project as the conduits access point was located within the Boston University Campus. The project was successfully completed on time and on budget allowing equipment to be removed from the site prior to the beginning of class at Boston University.

BACKGROUND

2019-Present
Project Manager
Weston & Sampson

2015-2019
Operator
Weston & Sampson

2006-2015
Project Scientist
Lightship Engineering, LLC

2005-2006
Shaw Environmental

2002-2005
AMEC Earth and Environmental

EDUCATION

2002
Bachelor of Science
Environmental Studies
Colby-Sawyer College

PROFESSIONAL CERTIFICATIONS AND TRAININGS

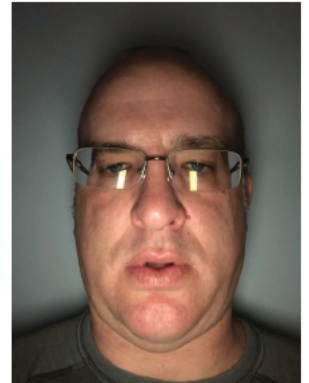
Hazardous Waste
Operations and Emergency
Response (HAZWOPER)

OSHA Confined Space
Entry training

Massachusetts Drinking Water
Operator (1D/VSS)

Massachusetts Wastewater
Operator, 5C

Tom is a project manager in Weston & Sampson's services group. He brings a wealth of experience and knowledge in planning, managing, operating, and maintaining both public and private water and wastewater treatment facilities throughout Massachusetts. Additionally, he has significant knowledge in subsurface investigation for due diligence, delineation, and remediation investigations with the collection of soil, groundwater, sediment, surface water, soil gas, and indoor air samples.



SPECIFIC PROJECT EXPERIENCE

Operations & Maintenance Contracts, Various Locations, Massachusetts.

Tom oversees daily operations for water and wastewater treatment facilities utilizing various treatment technologies. He is responsible for planning, directing, and supervising personnel with daily operations and emergency response. Daily operations include on-site testing, inspecting and recording unit processes, preventative maintenance, regulatory sampling, and onsite safety. Tom is also responsible for assuring operations are carried out in accordance with all federal, state, and local regulations.

Various Projects, Lightship Engineering, LLC. As Project Scientist at Lightship Engineering, LLC (with previous employer):

- Developed proposals, scopes of work and cost estimates for existing and new projects and clients.
- Managed projects from proposal development through completion of deliverables.
- Managed budgets including labor, expenses, subcontractors and invoicing.
- Managed limited subsurface investigation for due diligence, delineation and remediation investigations with the collection of soil, groundwater, sediment, surface water, soil gas, and indoor air samples.
- Performed Operation and Maintenance of various types of remediation systems including soil vapor extraction systems, air sparging, multi-phase extraction systems, groundwater treatment and extraction systems and free product recovery.
- Manages the operation and maintenance of several potable water and wastewater systems.

Various Projects, Shaw Environmental and AMEC Earth and Environmental.

Managed crews in sampling groundwater using United States Environmental Protection Agency's Low Flow methods, including issuing labels for specific wells, verifying accuracy of the sample and troubleshooting any issues that may arise during sampling. Supervised investigation-derived waste including the management and maintenance of all drums and stockpiles of site-derived waste consisting of contaminated soils. (With previous employers)

BACKGROUND

2020-Present
Lead Operator
Weston & Sampson

2012-2020
Plant Operator
Whitewater Inc

2003- 2011
Plant Operator
CH2M Hill

1998-2003
Environmental Scientist
Jacobs Engineering

EDUCATION

1997
Environmental Technology
Cape Cod Community College

PROFESSIONAL REGISTRATION

Massachusetts
Wastewater Treatment Plant
Operator, Grade 5C

Laura has over 21 years of experience in the environmental field. She spent 13 years working as a government contractor for the Air Force Center for Engineering and the Environment at Otis Air National Guard Base, where she conducted field work in accordance with regulatory requirements, managed sampling programs, and analyzed/predicted trends based on the tracked data and compiled reports. As an operator, Laura worked on granular activated carbon systems as well as soil vapor extraction systems until she began operating wastewater treatment systems including: Rotating Biological Contactors, Sequencing Batch Reactors, GE Zenon Membranes, and Amphidrome systems. During her time as a wastewater treatment plant operator, she strengthened customer relations and optimized operating systems to provide efficient and high-quality O&M services.



SPECIFIC PROJECT EXPERIENCE

Operations and Maintenance Contracts, Various Locations, Massachusetts.
Lead Operator for numerous Operations and Maintenance (O&M) contracts throughout Massachusetts.

As a lead operator, responsibilities include:

- Monitoring and observing operating conditions and adjusting process controls
- Troubleshooting of plant equipment and performing minor maintenance
- Performing routine lab tests and calibrating meters
- Maintaining compliance with all safety requirements
- Housekeeping and maintaining plant grounds
- Maintaining accurate records of operations and maintenance activities
- Compiling monthly data for compliance reporting
- Composing sampling programs and standard operating procedures in
- Accordance with local, state, and federal regulations

BACKGROUND

2017-Present
Business Supervisor
Weston & Sampson Services

2014-2017
Laboratory Supervisor
Northeast Environmental
Laboratory, Inc.

2011-2014
Laboratory Analyst
Northeast Environmental
Laboratory, Inc.

2009-2011
Teaching Assistant
University of Massachusetts Boston

2009-2010
Research Assistant
University of Massachusetts Boston

2008-2009
Laboratory Assistant
BioFlash Partners, LLC.

2008
Laboratory Assistant
EPIX Pharmaceuticals, Inc.

2007-2008
Imaging Assistant
Perceptive Informatics, Inc.

EDUCATION

2011
Master of Science
Environmental Science
University of Massachusetts Boston

2007
Bachelor of Science
Biochemistry
Merrimack College

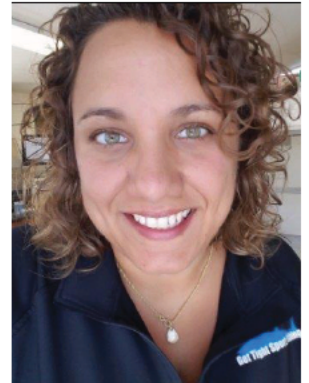
PROFESSIONAL CERTIFICATION

Grade 4 Municipal Wastewater
Treatment Plant Operator

Grade 1 Treatment Drinking Water
Supply Facility Operator

CPR & First Aid

Marianna is a business supervisor in Weston & Sampson's Services group. With over 10 years of professional experience in the science field, she has extensive knowledge of state and federal laws and regulations governing water and wastewater treatment systems. Marianna has a strong background in creating standard operating procedures and quality assurance documents, conducting internal regulatory audits, and maintaining laboratory certifications. As a licensed water and wastewater operator, Marianna also has experience in sample collection, field testing, treatment process control, preventative maintenance, minor repairs including pump replacements with associated pumping and rewiring, and control panel troubleshooting.



SPECIFIC PROJECT EXPERIENCE

As a business supervisor, responsibilities include:

- Coordination of compliance data for more than 100 water and wastewater treatment facilities
- Management of compliance reports for submission to local, state, and federal regulatory authorities
- Development of quality assurance documents and procedures to ensure accurate and objective reporting
- Preparation of proposals and contract documents for operation and maintenance of water/wastewater treatment facilities
- Assistance with billing and maintenance of project budgets by processing invoices

Her background also includes performing analytical laboratory procedures executed according to Massachusetts DEP certification requirements. These laboratory procedures include Standard Methods, EPA methods, and ASTM methods for the analysis of metals, nutrients, ions, solids, oxygen demand, and various wet chemistry parameters such as pH, alkalinity, conductivity, turbidity, chlorine, etc. Marianna also has a widespread knowledge of microbiological techniques and regulations. She's managed microbiology testing and accreditation, which includes performing coliform, HPC, and enterococci analyses; conducting sterilization protocols; maintaining equipment and reagents; executing quality control requirements; and coordinating all documents and protocols necessary for regulatory compliance and auditing.

Along with her vast analytical experience, Marianna has a strong knowledge of local, state, and federal laws and regulations that apply to groundwater discharge permitting, NPDES, Title 5, industrial and municipal wastewater treatment and discharge, watershed testing, and drinking water quality and treatment. She excels at managing client-specific needs for regulatory compliance which includes evaluating and interpreting analytical results, developing quality control documents and safety protocols, creating standard operating procedures, tracking data, and coordinating sampling in accordance with regulatory permits.



WESTAND-01

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2020

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME		
	PHONE (A/C, No, Ext) (617) 328-6555	FAX (A/C, No) (617) 328-6888	
	E-MAIL ADDRESS boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Weston & Sampson Services, Inc. 55 Walkers Brook Drive, Suite 100 Reading, MA 01867	INSURER A	National Fire Insurance Company of Hartford A(XV)	20478
	INSURER B	Nautilus Insurance Company A+, XV	17370
	INSURER C	Continental Casualty Company (CNA) A, XV	20443
	INSURER D	Lexington Insurance Company A, XV	19437
	INSURER E		
	INSURER F		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6056861628	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6056860561	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			FFX2027937-12	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCR PTION OF OPERATIONS below		N / A	6056861614	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			031710990	7/3/2020	7/3/2021	Per Claim/Aggregate 5,000,000
D				031710990	7/3/2020	7/3/2021	Aggregate 5,000,000

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

Additional Insured GL Endorsement Form #CNA75079XX 01/16, if applicable. All Coverages are in accordance with the policy terms and conditions.

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

For Proposal Only

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

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The undersigned further certified under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29F of chapter 29, or any other applicable debarment provisions of any other chapter of General Laws or any rule or regulation promulgated thereunder.

Date: 01/26/2021

Peter Kolokithas

(Signature of Firm)

By: President - Peter J. Kolokithas
Title/Name of Individual Signing Proposal

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, S49A, I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all Laws of the Commonwealth relating to taxes.

Peter J. Kolokithas
Name of Person Signing Proposal

Weston & Sampson Services, Inc.
Name of Business

Peter Kolokithas Contact
Person:

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Services, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 17, 2020.

VOTED: To authorize John A. Bocchino, Jr.
Barbara K. Cook
Michael J. Scipione
Robert A. Goober
Peter J. Kolokithas

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$2,000,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2021.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.


Jeffrey J. Alberti, Clerk

01/26/2021
Date

ADDENDUM NO. 1

DATE ISSUED:

FROM: Town of Bourne

TO: All Parties of Record

SUBJECT: RFP 2021-WW-2

This addendum shall be part of the Buzzards Bay WWTF Operations & Maintenance Request for Proposal.

Question: What is required for the pre-bid conference on Friday January 15, 2021 at 10:00am at 33 Armory Rd? (entrance off of Cranberry Rd, formerly Queen Sewell Park)

Response: This is a controlled site for contractor Robert B Our with a lot of overhead construction hazards as they are in the middle of building steel erection alone with a lot of trip and fall hazards. We ask all attendees to report to the site trailer for a Covid -19 check and that all will be wearing hard hats and hi-vis vests and try to limit time spent on site.

IMPORTANT: Please acknowledge receipt of this addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

Company Name: Weston & Sampson Services, Inc.

Authorized Signature: Peter Kolchak Date: 01/26/2021

**AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES
BY AND BETWEEN
THE TOWN OF BOURNE, MASSACHUSETTS
AND
WESTON & SAMPSON SERVICES, INC.**

This Agreement is made and entered into on this _____ day of _____, 2021 by and between the Town of Bourne, Massachusetts, hereinafter referred to as "Owner", with its principal office at 24 Perry Avenue, Buzzards Bay, Massachusetts, 02532, and Weston & Sampson Services Inc., with its principal office at 55 Walkers Brook Drive, Suite 100, Reading, Massachusetts 01867.

Whereas, the Owner has a Wastewater Treatment Facility (WWTF) located at 33 Armory Road in Bourne, Massachusetts; and

Whereas the Owner desires to employ the services of Weston & Sampson Services in the operation and maintenance (O&M) of the WWTF, and Weston & Sampson Services desires to perform such services for the compensation set forth hereinafter.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Owner and Weston & Sampson Services agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE OPERATOR

Scope of Services as detailed in Section 3 of our Technical Proposal, to be finalized pending selection of a contractor by the town.

ARTICLE 2 – RESPONSIBILITIES OF THE OWNER

As detailed in Section 3 of our Technical Proposal, to be finalized pending selection of a contractor.

2.1 Utilities, Consumables and Operational Expenses

The Owner will provide and pay for all utilities and consumables including, but not limited to, fuels, power, supplies, treatment chemicals, lubricants, field analysis equipment, permanent safety equipment and sludge removal required for normal O&M of the facility. The Owner will pay all routine operational expenses which include, but are not limited to, repairs, replacement parts and equipment, snow removal, heating system services, leases, alarm and security company expenses, landscaping services, fire extinguisher maintenance, and backflow prevention device maintenance, as applicable.

2.2 Warranties and Guarantees

The Owner will keep current all of the WWTF warranties, guarantees, easements, and licenses that it has been granted. The Owner shall pay all fees for permits and other regulatory fees or assessments.

2.3 Taxes

The Owner will pay all property, franchise, and/or other taxes associated with the WWTF, other than taxes imposed on Weston & Sampson Service's own income.

2.4 Owner's Authorized Representative

The Owner will provide Weston & Sampson Services, in writing on the day services begin under this Agreement, the name of its authorized representative. Key(s) and/or code(s) for the WWTF will be provided by the Owner to Weston & Sampson Services.

2.5 Visitors

The Owner will provide safe and reasonable access to the WWTF for the Owner's and Weston & Sampson Services' personnel at all times. Visits may be made at any time by designated Owner's personnel. The Owner will ensure safe access to the WWTF and its appurtenances including, but not limited to the timely removal of snow. All visitors to the WWTF shall comply with Weston & Sampson Services' operating and safety procedures.

2.6 System Maintenance

The Owner will maintain and repair the leach field, gravity sewer, force main pipelines, and all components of the facility disposal and collection systems, as appropriate. The Owner will also remain responsible for operation, monitoring, maintenance, and repair of the leach field. Weston & Sampson Services will visually inspect leach fields at ground level only, on a monthly basis, for indications of ponding and/or breakout and report any observed issues to the Owner.

2.7 Insurance

The Owner will provide all insurance coverage for the WWTF, including but not limited to commercial general liability insurance and property insurance.

2.8 Operation and Maintenance Manual and Permit

The Owner will be responsible for maintaining, renewing, and updating facility discharge permits, site plans, and O&M manuals, as applicable. Please note that maintenance and update of these documents may require the services of a third party registered professional engineer.

ARTICLE 3 – COMPENSATION

Fee for services is detailed in our Price Proposal, to be finalized pending selection of a contractor.

3.1 Invoicing and Payment

Weston & Sampson Services will submit an invoice for services performed in the preceding month by the 10th day of each following month. The Owner will make payment within 30 days of the date of submission of the invoice. The Owner will be responsible for any fees or short payments assessed to Weston & Sampson Services by third-party payment or insurance confirmation services. Please note that credit card payments will not be accepted.

If the account is turned over for collection, reasonable attorney's fees and costs of collection shall be added to the unpaid balance. In the event that services are suspended due to nonpayment, Weston & Sampson Services will notify the Massachusetts Department of Environmental Protection that payment has not been received, that a breach of contract has occurred, and that Weston & Sampson Services will cease to be the operator of the WWTF 30 days following said breach of contract. If Weston & Sampson Services has stopped work on a project for nonpayment, then it shall not be responsible for consequences, financial or otherwise, associated with the suspension or cessation of services.

ARTICLE 4 – SCOPE CHANGES

- 4.1 The Owner and Weston & Sampson Services shall negotiate in good faith an adjustment to the monthly fee in the event of any change in the WWTF reporting requirements, monitoring requirements, water quality and effluent discharge requirements, changes in influent, level of treatment required, personnel qualifications, or staffing required by any governmental agency having jurisdiction over such change that causes Weston & Sampson Services' duties and/or costs to materially change. If, despite such good faith negotiations, the Owner and Weston & Sampson Services cannot agree on a monthly fee

adjustment within 30 days after written request by either party, then either party may terminate the Agreement upon 30 days written notice.

ARTICLE 5 – TERM, TERMINATION AND DEFAULT

- 5.1 The term of this Agreement will be in accordance with Request for Proposal, RFP No. 2021-WW-2.
- 5.2 Either party may terminate this Agreement if the other party is in breach thereof. For breaches other than the Owner's own non-payment, the parties shall have 30 days after receiving written notice to cure the breach.
- 5.3 Either party may also terminate this Agreement for convenience, provided that it has given written notice at least 30 days before such termination. In the event of termination for convenience, Weston & Sampson Services shall be paid for all work performed in accordance with this Agreement prior to the effective date of termination.
- 5.4 Upon notice of termination, Weston & Sampson Services shall cooperate with the Owner in transferring operation of the WWTF. If additional cost is incurred by Weston & Sampson Services at the request of the Owner, then it shall pay Weston & Sampson Services such cost in accordance with Article 3.

ARTICLE 6 – INDEMNIFICATION

- 6.1 Weston & Sampson Services hereby agrees to indemnify and hold Owner harmless from any liability or damages for bodily injury, including death, to the extent caused solely from Weston & Sampson Services' negligence under this Agreement, whether such negligence be by Weston & Sampson Services or by a subcontractor of Weston & Sampson Services. Nothing in this Agreement shall be construed to limit Weston & Sampson Services' liability for indirect, consequential or pollution damages resulting from Weston & Sampson Services' sole negligence.
- 6.2 Owner agrees to indemnify and hold Weston & Sampson Services harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than Weston & Sampson Services' sole negligence.
- 6.3 Weston & Sampson Services shall be liable for all fines or civil penalties which may be imposed by a court or any regulatory agency for violations of the effluent quality requirements provided for in Article 1 that are a result of Weston & Sampson Services' sole negligence. The Owner will assist Weston & Sampson Services to contest any such fines in administrative proceedings and/or in court prior to any payment by Weston & Sampson Services. Weston & Sampson Services shall pay the cost of contesting any such fines, including attorneys' fees and other costs.
- 6.4 The Owner shall be liable for all fines and penalties which may be imposed by a court or any regulatory agency on the Owner and/or Weston & Sampson Services which are not a result of Weston & Sampson Services' negligence or are otherwise directly related to the ownership and/or control and management of the WWTF.
- 6.5 It is understood and agreed that the need for certain services, arising under this Agreement, may be uninsurable or deemed too costly to insure. These would include instances where hazardous or toxic materials may be introduced, imported or released into the facilities; and instances where on account of design or related failure, or misuse of the facilities by its customers or members of the general public, water and/or wastewater backs-up into residences, buildings, commercial facilities and other areas. In these instances, Weston & Sampson Services shall be solely responsible for exercising reasonable efforts to minimize any problems and to reduce OWNER's financial exposure. Nothing herein shall relieve Weston & Sampson Services from its liability in situations where it is shown to be negligent.

ARTICLE 7 – LIABILITY INSURANCE

- 7.1 Weston & Sampson Services shall maintain comprehensive general and automobile liability insurance, insuring Weston & Sampson Services' negligence in an amount not less than \$1,000,000 combined single limits for bodily injury and/or property damage.
- 7.2 The Owner shall maintain property damage insurance for all property, including vehicles, owned by the Owner and operated by Weston & Sampson Services under this Agreement. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the Owner.

ARTICLE 8 – WORKER'S COMPENSATION COVERAGE

- 8.1 Weston & Sampson Services shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the WWTF as required by the appropriate state and/or local agencies holding jurisdiction at the facility.
- 8.2 The Owner shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the WWTF as required by the appropriate state and/or local agencies holding jurisdiction at the facility.

ARTICLE 9 – FORCE MAJEURE

- 9.1 Neither the Owner nor Weston & Sampson Services shall have breached this Agreement by reason of any failure to perform an obligation under this Agreement if such failure arises out of a cause beyond their control, including, but not limited to, acts of God or public enemy, acts of federal or state governments, fires, floods, pandemics, epidemics, volcanic eruptions, quarantine restrictions, public health crises, labor or materials shortages, strikes, freight embargoes or unusually severe weather. Should either the Owner or Weston & Sampson Services fail to perform because of a cause described in this paragraph, the Owner and Weston & Sampson Services shall make mutually acceptable revision in the scope of services schedule or compensation. However, this paragraph may not be used by either to avoid, delay or otherwise affect any payments due to the other party.
- 9.2 In the event activities by Owner's employees' groups or unions cause a disruption in Weston & Sampson Services' ability to perform at the WWTF, Owner, with Weston & Sampson Services' assistance or Weston & Sampson Services at its own option, may seek appropriate injunctive court orders. During any such disruption, Weston & Sampson Services shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 9.3 If litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation, in addition to any other relief to which it may be entitled.

ARTICLE 10 – NOTICES

- 10.1 Any notice provided for under this Agreement shall be deemed sufficient if in writing and delivered personally to the following addresses, deposited in postal service mail, or by electronic mail, addressed as follows, or at such other address as the receiving party shall hereafter specify in writing:

If to the Town of Bourne, Massachusetts:

Anthony E. Schiavi
Town Administrator
Bourne Town Hall
24 Perry Avenue
Buzzards Bay, MA 02532

If to Weston & Sampson Services, Inc.:

Peter J. Kolokithas, PE
President
Weston & Sampson Services, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867



restore

enhance

sustain

maintain

PRICE PROPOSAL

January 2021

TOWN OF
Bourne
MASSACHUSETTS

Buzzards Bay Wastewater Treatment
Facility Contract Operation and
Maintenance Services



transform your environment

westonandsampson.com

55 Walkers Brook Drive
Reading, MA 01867 (HQ)
tel: 978.532.1900



PRICE PROPOSAL FORM
(Submit in Separate Envelope - Page 1 of 4)

The initial contract for CONTRACT OPERATION AND MAINTENANCE SERVICES shall be for a period of Thirty-Six (36) months beginning on or about June 1, 2021 and ending May 31, 2024. Plant operation is anticipated to commence in June 2021. The contract shall be renewed at the Town's discretion, on an annual or bi-annual basis or a new contract with another Contractor Operator shall take over responsibility for the WWTF and submitted to DEP for approval.

The cost proposal shall identify any and all terms, conditions, and limitations associated with the Scope of Services, based on design and capabilities of the facilities. The cost proposal shall contain an annual budget under the following categories.

COSTS INCLUDED IN CONTRACT

Personnel Services - including salaries, wages, overtime, unemployment compensation, sick leave, medical plans, life insurance, retirement contributions, educational assistance, etc. for onsite staff.

Technical and management support costs including labor and expenses for technical, engineering and management support that is required to implement the Scope of Services outlined this RFP.

Equipment – appropriate office, laboratory, safety, testing and maintenance equipment, tools, required to perform the services described herein.

On-site process control and laboratory supplies - including spare parts and expendables.

Preventive and minor corrective maintenance and repairs - including but not limited to repair/replacement of equipment, housekeeping of the facility interior, minor replacement parts, spare parts, maintenance supplies, etc. Firm shall budget according to their understanding of the WWTF or carry a minimum annual cost of \$1000 in their base fee.

The Town will be responsible for the following costs related to the routine operation and maintenance of the WWTF. Damage to Town facilities caused by Firm beyond ordinary wear and tear will be repaired at no Cost to the Town. If not identified hereafter the Firm is responsible for carrying the costs in their base price proposal.

- Chemicals - including all chemicals for the treatment process.
- Outside services - including, but not limited to, sludge removal/disposal.
- Non-daily permit compliance monitoring of the influent and effluent from the WWTF.

PRICE PROPOSAL FORM
(Submit in Separate Envelope - Page 2 of 4)

- Electricity, Gas , Water, Fuel and telecommunications costs associated with the WWTF.
- Grounds keeping, snow removal from roadways (Firm will be required to perform minor snow removal associated with access to the interior of the facility) and external building maintenance.

The Price Proposal shall include all labor, materials, equipment, tools, insurance, postage, printing, travel and all other necessary expenses to fulfill the requirements of this proposal within the required time. It shall also include all preventative maintenance to the facility as identified herein. It is anticipated that the contract will be a combination of monthly lump sum payments for the standard operation and maintenance requirements. Additional costs related to emergency call backs and non-routine maintenance will be at the rates identified herein. Costs for non-labor items related to non-routine activities will be as provided on Page 4 of this form or where pricing is not established, as agreed to by the Owner. Price Proposals will not be opened and disclosed until after the evaluation of the Non-Price Proposals.

The undersigned proposes to furnish Request for Proposal for Contract Operation and Maintenance Services, to meet the Specifications as set forth in the document entitled, "Request for Proposals" dated January 26, 2021 for the Buzzards Bay Wastewater Treatment Plant for the following Contract Price:

June 1, 2021 through May 31, 2022	\$
June 1, 2022 through May 31, 2023	\$
June 1, 2023 through May 31, 2024	\$ _____
Sub-Total First Contract Period	\$ _____
June 1, 2024 through May 31, 2025	\$
June 1, 2025 through May 31, 2026	\$ _____
Total Price June 1, 2021 through May 31, 2026	<div style="border: 1px solid black; padding: 5px; display: inline-block;">\$</div>

PRICE PROPOSAL FORM
(Submit in Separate Envelope - Page 3 of 4)

The WWTF is still under construction and it is anticipated that non-routine maintenance will be minimal for the new facility, it is anticipated that there will be a limited amount of alarm call backs due to initial start-up operations. Additionally, the facility is currently serviced by an alarm auto-dialer. The Owner is evaluating the installation of a telecommunications link to allow personnel access to the SCADA system from off-site via web access. The implementation of the SCADA access is anticipated to eliminate on-site response as a result of nuisance/nonemergency alarms. At this time, firms shall assume 5 emergency calls per month. Firms will only be paid for those alarms it receives and provides on-site personnel. Provide pricing under each scenario. Auto-dialer and SCADA call costs include response, telecommunications access, and travel time.

June 1, 2021
through
May 31, 2022

June 1, 2022
through
May 31, 2023

June 1, 2023
through
May 31, 2024

Alarm Response and on-site personnel visit-			
Price per event	\$ _____ Fixed Price	\$ _____ Fixed Price	\$ _____ Fixed Price


Determination of the applicability of the Massachusetts Prevailing Wage statutes to any party performing specific work assignments directed herein shall rest solely upon the Firm. Inclusion of the Schedule of Rates in this RFP is informational for firms; the Town does anticipate that certain work assignments will require certain tradespersons be paid the applicable Prevailing Wage. Wage reports are to be submitted to the Town as required by law when workers perform tasks where prevailing wage applies to work as performed. Firm shall notify the Town should an updated wage schedule be required for determining applicable wages to be paid for covered work that is to be performed under this RFP.

PRICE PROPOSAL FORM
(Submit in Separate Envelope - Page 4 of 4)

The WWTF is anticipated to require very minimal major equipment replacement or repair. Firms shall identify labor and equipment costs associated with major maintenance that may be required during the life of the Contract. Costs presented shall be inclusive of all tools, equipment, travel, etc. associated with providing the personnel identified below. Costs of replacement parts shall be at cost plus the mark-up identified below, as agreed to by Owner.

	June 1, 2021 through May 31, 2022	June 1, 2022 through May 31, 2023	June 1, 2023 through May 31, 2024
Technician	\$ 135 ^(A) Fixed Hourly Rate	\$ 140 ^(A) Fixed Hourly Rate	\$ 145 ^(A) Fixed Hourly Rate
Instrumentation/ Electrician Specialist	\$ 140 ^(A) Fixed Hourly Rate	\$ 145 ^(A) Fixed Hourly Rate	\$ 150 ^(A) Fixed Hourly Rate

Replacement Part/Equipment Mark-up: 15%

SIGNATURE 

NAME Peter J. Kolokithas, PE

COMPANY Weston & Sampson Services, Inc.

ADDRESS 55 Walkers Brook Drive, Suite 100, Reading, MA 01867

Telephone/Fax (978) 532-1900

- (A) Labor rates above consist of non-union, non-prevailing wages.
(B) Rates for additional staff categories are included on the following page.

Base Contract

The cost for our proposed Scope of Services is detailed on the previous pages of this Price Proposal and includes WWTF O&M services for up to three (3) hours per day onsite, five days per week, as detailed in the Technical Proposal, excluding Task 3 of the Scope of Services. Please note that the base contract does not include costs associated with laboratory analysis, sludge pumping and disposal, treatment chemicals, or other materials and/or subcontractor costs; Weston & Sampson Services understands that the town pays for such costs directly but may provide costs associated with certain items upon request by the town. The base contract costs detailed on the Price Proposal Forms carries the recommended \$1,000 per year for preventative and minor corrective maintenance and repairs. Should costs be incurred above the \$1,000, they will be billed additionally to the town at cost plus the 15% markup.

The cost for Task 3 of our proposed Scope of Services is a monthly fee of \$1,950 as detailed in Fee Table A below.

Fee Table A – Interim Phase Operations

Task	Lump Sum Fee
Interim Phase Operations ^{(1) (2)}	\$1,950
System Training ⁽³⁾	\$6,500

⁽¹⁾ Includes labor only; does not include cost of pumping, lab analysis, and other such subcontractor fees/materials.

⁽²⁾ Lump sum fee will be billed monthly for services described in Task 3 of the Scope detailed in our Technical Proposal.

⁽³⁾ Services will be billed as a one-time lump sum fee upon completion of manufacturer trainings as detailed in Task 3.2 of our proposed Scope. Should additional training be required, time will be invoiced according to the hourly rates provided.

Additional Services

The following are hourly rates associated with support from other personnel categories that may be necessary for proper O&M of the WWTF and are not presented in the previous Price Proposal Forms.

Personnel Category	Hourly Rate ⁽¹⁾		
	Year 1	Year 2	Year 3
Project Manager	\$150	\$155	\$160
Engineering Support	\$170	\$175	\$180
Health and Safety Manager	\$155	\$160	\$165
Compliance Support	\$105	\$110	\$115

⁽¹⁾ Hourly rates are reflective of non-union and non-prevailing wage and include onsite response and/or offsite administration. Onsite response will be at a minimum of two (2) hours to include travel from portal to portal.

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Services, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 17, 2020.

VOTED: To authorize John A. Bocchino, Jr.
Barbara K. Cook
Michael J. Scipione
Robert A. Goober
Peter J. Kolokithas

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$2,000,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2021.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Jeffrey J. Alberti, Clerk

5/14/21

Date



WESTAND-01

ABERCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Fire Insurance Company of Hartford A(XV)

20478

INSURER B : Nautilus Insurance Company A+, XV

17370

INSURER C : Continental Casualty Company (CNA) A, XV

20443

INSURER D : Lexington Insurance Company A, XV

19437

INSURER E :

INSURER F :

INSURED

Weston & Sampson Services, Inc.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6056861628	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6056860561	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		FFX2027937-12	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6056861614	1/1/2021	1/1/2022	<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
D	Professional Liab			031710990	7/3/2020	7/3/2021	Per Claim/Aggregate \$ 5,000,000
D				031710990	7/3/2020	7/3/2021	Aggregate \$ 5,000,000

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

Additional Insured GL Endorsement Form #CNA75079XX 10/16, if applicable. All Coverages are in accordance with the policy terms and conditions.

RE: Buzzards Bay Wastewater Treatment Facility contract Operation and Maintenance Services

Job Location: 33 Armory Road, Bourne, MA

Town of Bourne, Massachusetts shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Bourne Massachusetts
24 Perry Ave
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

Gared Maxwell

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Peter J. Kolokithas
Print Name

President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Peter J. Kolokithas, authorized signatory for
name of signatory

Weston & Sampson Services, Inc., whose
name of contractor

principal place of business is at 55 Walkers Brook Drive,
Suite 100, Reading, MA 01867 does
hereby certify under the pains and penalties of perjury that

Weston & Sampson Services, Inc. has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Peter Kolokithas
Signature

Peter J. Kolokithas
Name

04-3409412
Federal Tax ID # or Social Security #



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

January 13, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

WESTON & SAMPSON SERVICES, INC.

is a domestic corporation organized on **February 23, 1998**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



Processed By: IL

In testimony of which,

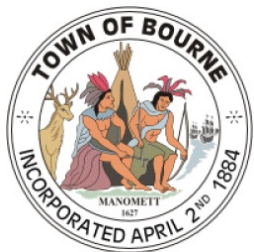
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



TOWN OF BOURNE

Town Administrator

24 Perry Avenue – Room 101
Buzzards Bay, MA 02532
www.townofbourne.com
508.759.0600, Ext. 1308



Anthony Schiavi, Town Administrator
Email: aschiavi@townofbourne.com

May 12, 2021

Subject: Professional Engineering Services Contract
Buzzards Bay Waste Water Treatment Facility (WWTF)

To: Mr. Kent Nichols, Jr.
Vice President, Weston & Sampson
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

Dear Mr. Nichols,

Please find attached the fully executed contract and terms and conditions for the negotiated Professional Engineering Services Contract for the Town of Bourne's soon to be operational WWTF in Buzzards Bay.

As noted on page two relative to the Schedule of Work, this contract will not take effective, i.e. commence, until the Town issues a notice to proceed, which is anticipated to be no earlier than July 1, 2021. Actual start date for this contract work is predicated on the completion of the new facility and approval from DEP to begin operations.

Please forward an updated Certificate of Insurance naming the Town of Bourne as an additional insured and Certificate Holder.

Respectfully,

Anthony E. Schiavi
Anthony Schiavi
Town Administrator

cc: Erica Flemming, Finance Director
Corey Repucci, Weston & Sampson

April 27, 2021

Mr. Anthony Schiavi, Town Administrator
Town of Bourne
24 Perry Avenue – Room 101
Buzzards Bay, Massachusetts 02532

**Re: Proposal for Engineering Services
WWTF Operations – Professional Engineering Services**

Dear Mr. Schiavi:

As a follow-up to earlier discussions, the Town of Bourne is looking for Weston & Sampson to prepare an agreement for Engineering Services related to the operations of the Wastewater Treatment Facility (WWTF) by a third-party service provider. The need for these services are consistent with the requirement from MA DEP that the Town enter into a contract with a Professional Engineer Operational Consultant for the new WWTF.

Based upon our understanding of the requirements for the Professional Engineer Operational Consultant, we propose that the contract for these services be six (6) months in duration. MA DEP requires that the Engineer make weekly site visits to the WWTF during the first two (2) months of operation. During the next 4 months of operation, MA DEP requires that the Engineer visit the WWTF every two (2) weeks. This results in eight (8) visits during the first two-months and eight (8) visits during the remaining four (4) months. In addition, it is appropriate to allow a budget for additional technical support on an as-needed basis during this period.

The Town has separately asked that the option for a six (6) month extension be included for consideration.

Scope of Services

The ENGINEER is prepared to work together with the OWNER, and their operations firm (TBD) to visit the facility weekly during the first two months of the contract and bi-weekly during months three (3) through six (6) following operation of the WWTF.

During the first two months of WWTF operations, the following efforts are included:

- Visit the WWTF weekly to observe operations and to coordinate with the WWTF Operator (8 visits), and
- Compile and review testing data provided to the ENGINEER by the WWTF Operations Firm in order to provide input to WWTF Operations Firm related to submittal of monthly Discharge Monitoring Reports.

During months three (3) through six (6) of WWTF operations, the following efforts are included:

- Visit the WWTF on a bi-weekly basis to observe operations and to coordinate with the WWTF Operator (8 visits), and
- Compile and review testing data provided to the ENGINEER by the WWTF Operations Firm in order to provide input to WWTF Operations Firm related to submittal of monthly Discharge Monitoring Reports.

In addition to the field work and data review, we would recommend that funds be available should supplemental discussions need to occur with wastewater treatment process experts related to unforeseen issues with the operations of the facility. Note that these funds will only be expended as necessary and will provide a means for continuing to investigate issues without the need to delay while contract issues are sorted out.

As the Town has requested the option for a six (6) month extension to this contract, we would offer the following related to these potential services:

- Visit the WWTF once every three (3) weeks to observe operations and to coordinate with the WWTF Operator (8 visits), and
- Compile and review testing data provided to the ENGINEER by the WWTF Operations Firm in order to provide input to WWTF Operations Firm related to submittal of monthly Discharge Monitoring Reports.

Responsibilities of the Client

- The OWNER and their operations firm will allow access to the facility for the ENGINEER.
- The OWNER and their operations firm will complete and pay for required testing and make that data available to the ENGINEER.

Schedule of Work

The work described herein will commence within five (5) business days of receipt of an executed agreement or written Notice to Proceed from the OWNER and will be completed in accordance with a mutually agreed upon schedule that will be memorialized in writing by the OWNER.

Terms of Payment

For services performed under this AGREEMENT, the OWNER agrees to pay the ENGINEER a total fee not to exceed \$38,500 for the scope of services for the first six (6) months of services described above, including the following:

- a) the lump sum fee of \$28,500 for scheduled site visits and related support tasks, and
- b) an additional fee not to exceed \$10,000 for additional as-needed support during the six-month period.

Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed, as a percent of the total lump sum fee (a) or hourly for the additional services (b). The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.

If the Town elects to move forward with an additional six (6) month extension of services, additional fees of \$16,750 will be needed to cover added scope of services described above.

The ENGINEER's services will be provided as described herein and in accordance with the attached General Terms and Conditions dated May 2, 2017, which are a part of our agreement with you. If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of the services. Also, please initial, date, and return the enclosed Terms and Conditions that are hereby incorporated by reference.

We appreciate the opportunity to present this proposal and look forward to continuing our relationship with the Town of Bourne. Should you wish to retain Weston & Sampson for these services, or if you have any questions, please do not hesitate to contact Corey Repucci or me at 978-532-1900.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

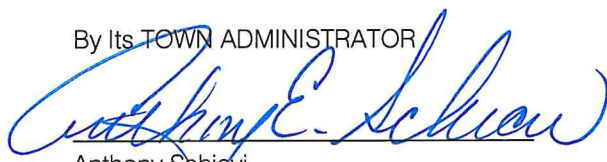


Kent M. Nichols, Jr., PE
Vice President

ACCEPTED FOR:

TOWN OF BOURNE, MASSACHUSETTS

By Its TOWN ADMINISTRATOR



Anthony Schiavi

Date: 5-12-2021

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated January 19, 2021 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out

of the discovery of hazardous substances or pollutants at the project site.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein, except for breach of contract.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty 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. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination, except for breach of contract.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or

unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

Approved by:

TOWN OF BOURNE, MA

OWNER Name

 5-12-2021
Signature Date

Anthony Schiavi – Town Administrator

Printed Name and Title

\\wse03.local\\WSE\\Projects\\MA\\Bourne MA\\2191109 Buzzards Bay WWTF - CA
and RR Services\\Contract\\WWTF Ops Professional Services\\GTCs 042121.docx

CERTIFICATE OF NON-COLLUSION
MANDATORY

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Dated: 5-7-2021

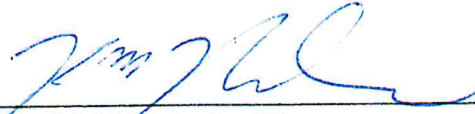
Weston & Sampson Engineers, Inc.
Name of Company or Corporation


Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

Certification of Good Faith

The undersigned certifies under penalties of perjury that this bid or proposal has been submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



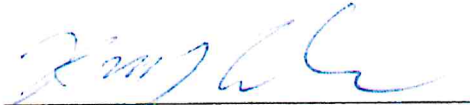
Kent M. Nichols, Jr., PE

Weston & Sampson Engineers, Inc.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.



Kent M. Nichols, Jr., P.E., Vice President
Weston & Sampson Engineers, Inc.

042-60-1194

Social Security or Federal ID No.

5-7-2021

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc. hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 17, 2020.

VOTED: To authorize

Bruce W. Adams	David M. Elmer	Margaret A. McCarthy	Cheri F. Ruane
Jeffrey J. Alberti	John A. Figurelli	George D. Naslas	Michael J. Scipione
Prasanta K. Bhunia	Donald G. Gallucci	Kent M. Nichols	Leah E. Stanton
John A. Bocchino	Robert A. Goober	Frank E. Occhipinti	Daniel G. Tenney III
Eugene R. Bolinger	Dean L. Groves	Christopher M. Perkins	Patrick A. Terrien
Richard A. Campbell	Robert L. Horner	Eric T. Reitter	Christopher B. Wester
Pompeo Casale	Hillary M. Lacirignola	Francis M. Ricciardi	John J. Wright
Barbara K. Cook	Blake A. Martin	Michael J. Richard	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$2,000,000, during the fiscal year 2021.

VOTED: To authorize

Daniel P. Biggs	Raed M. EL-Farhan	Jeffrey A. Wilson
Kenneth J. Bisceglia	John A. Gamble, Jr.	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2021.

VOTED: To authorize

S. Roger Alcott	Kevin A. MacKinnon	Nathan E. Michael	John M. Sykora
James R. Fair	Jeffrey W. McClure	Steven K. Pedersen	Stephen P. Wiehe
Kipling R. Gearhart	Tara E. McManus	Daniel E. Sheahan	Anthony Zerilli
Peter J. Kolokithas			

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$100,000, during the fiscal year 2021.

VOTED: To authorize

Scott R. Bruso	Michael D. Kastanotis	Brian J. McCormack	Paul V. Uzgis
Sarah R. DeStefano	Laurence F. Keegan	Meghan E. Moody	
Tulin H. Fuselier	Brandon M. Kunkel	Carl W. Stone	
Johanna D. Hall	David E. Lukac	Gary J. Thurman	
Kevin S. Hutchens	Gordon R. Matson	Laurie R. Toscano	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$50,000 during the fiscal year 2021.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.


Jeffrey J. Alberti, LEED AP, Clerk

Date



WESTAND-01

ABERCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2021

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Weston & Sampson Engineers, Inc. 55 Walkers Brook Drive, Suite 100 Reading, MA 01867	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company A(XV)		20508
	INSURER B: National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C: Nautilus Insurance Company A+, XV		17370
	INSURER D: Lexington Insurance Company A, XV		19437
	INSURER E:		
INSURER F:			

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6056861029	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6056860561	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2027937-12	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6056861015	1/1/2021	1/1/2022	<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
D	Professional Liab			031710990	7/3/2020	7/3/2021	Per Claim	\$ 5,000,000
D				031710990	7/3/2020	7/3/2021	Aggregate	\$ 5,000,000

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

Additional Insured GL Endorsement Form #CNA75079XX 10/16. All Coverages are in accordance with the policy terms and conditions.

RE: Provide engineering services for the Bourne Wastewater Treatment Facility (WWTF) to observe operations, compile, and review testing data provided by the WWTF Operations firm and provide input for the submittal of the monthly Discharge Monitoring Reports for approximately 6 months.

CERTIFICATE HOLDER

ANCELLATION

Town of Bourne, Massach
Attn: Anthony Schiavi
24 Perry Avenue
Bourne, MA 02532-3441

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

gared maxwell



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

January 13, 2021

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

WESTON & SAMPSON SERVICES, INC.

is a domestic corporation organized on **February 23, 1998**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



Processed By: IL

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

DRAFT
Board of Sewer Commissioners
Minutes of Tuesday, November 29, 2022
Bourne Community Center
239 Main Street, Buzzards Bay

TA Marlene McCollem

Board of Sewer Commissioners

Mary Jane Mastrangelo, Chair
Judith Froman, Clerk
Peter Meier
Jared MacDonald (virtual)
Melissa Ferretti (virtual)

Others: Helen Gordon, Kate Roosa, Joe Longo, Halim Chouba (virtual), Dan Barrett, Don Huggins (virtual), Shawn Patterson (virtual), Al Schubert (virtual), Gary Maloney, Don Bracken, James McLaughlin, Keith Galizio, George Sala (virtual), Greg Folino, John Mauro, Mike Childers, Joe Henderson, and Tim Lydon.

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.

This meeting is available on Zoom. Meeting ID: 834 6437 0688 Password: SEWER

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. Board of Sewer Commissioners Business

- a. Discussion and possible vote – Allocation request for 2 Kendall Rae Place.
- b. Discussion and possible vote – Allocation request for 340 Main Street.
- c. Discussion and possible vote – Allocation request for 227R Main Street.
- d. Discussion and possible vote – Allocation request for 140 Main Street.
- e. Discussion and possible vote – CWMP – Review draft of Phase II: Alternative Analysis Report.
- f. ARPA update – Manhole project – grease trap compliance at Way Ho.
- g. Discussion – Bourne Scenic Park – service area extension request.
- h. Discussion and possible vote – Rates for the remainder of FY23 (user fee) and overage rate for calendar year 2023.
- i. FY24 – Budget – initial discussion & BOSC budget priorities.
- j. Discussion – PFAS Testing – Wareham Wastewater Treatment Plant.

6.a. Discussion and possible vote – Allocation request for 2 Kendall Rae Place.

Joe Longo of JL3 Consulting said he was representing the developer of 2 Kendall Rae Place, Oxford Development. He said that they brought the project before the Board of Sewer Commissioners a few years ago, and they have slightly modified the project after they went through permitting with the Planning Board. In April 2020, they asked for an allocation of about 48,000 gallons per day. After meeting with several departments in Town, this number has been reduced to 37,262 gallons per day.

Peter Meier asked when they will begin construction, and they said they could break ground early Spring.

Voted: Judith Froman moved, and Peter Meier seconded to reserve a preliminary sewer allocation of 37,262 gallons per day to the benefit of 2 Kendall Rae Place on the request of CMP Development, LLC. All fees are due and payable in accordance with the August 30th, 2022, Sewer Use Rules, and Regulations.

Roll Call Vote: Judith Froman – yes, Peter Meier – yes, Jared MacDonald – yes, Melissa Ferretti – yes, and Chair Mastrangelo – yes. 5-0-0.

6.b. Discussion and possible vote – Allocation request for 340 Main Street.

The representative for the applicant said that this property is currently under construction for a mixed-use building. He said that this request is for the rear side of the property. He said that they would like to propose 12 duplex units, with a total of 24 3-bedroom units. He said the allocation request is for 7,920 gallons per day.

Gary Maloney asked if it would be one hook up or ten. Town Administrator Marlene McCollem said that regardless of whether there is one tap or multiple taps, the bills are based on the number of units on the property.

Voted: Judith Froman moved, and Peter Meier seconded to reserve a preliminary sewer allocation of 7,920 gallons per day to the benefit of 340 Main Street, Phase 2, on the request of 340 Main

Street, LLC. All fees are due and payable in accordance with the August 30th, 2022, Sewer Use Rules, and Regulations.

Roll Call Vote: Judith Froman – yes, Peter Meier – yes, Jared MacDonald – yes, Melissa Ferretti – yes, and Chair Mastrangelo – yes. 5-0-0.

6.c. Discussion and possible vote – Allocation request for 227R Main Street.

Don Bracken, of Bracken Engineering, said he was there to represent the applicant, James McLaughlin. He said that this property consists of 1 duplex dwelling and 1 garage with a studio unit above. The total request is for 550 gallons per day. Mr. Bracken showed a drawing of what the property will look like once done, and there was some discussion about the fees.

Voted: Judith Froman moved, and Peter Meier seconded to reserve a preliminary sewer allocation of 550 gallons per day to the benefit of 227R Main Street on the request of James McLaughlin. All fees are due and payable in accordance with the August 30th, 2022, Sewer Use Rules and Regulations.

Roll Call Vote: Judith Froman – yes, Peter Meier – yes, Jared MacDonald – yes, Melissa Ferretti – yes, and Chair Mastrangelo – yes. 5-0-0.

6.d. Discussion and possible vote – Allocation request for 140 Main Street.

Mr. Bracken said he was there to also represent this applicant, Keith Galizio. He said that this project consists of demolishing the existing building and building a new one that will have commercial retail use on the first floor and 6 dwelling units on the 2nd and 3rd floors. The request is for 1,300 gallons per day. He also showed a drawing of what this building at 140 Main Street will look like.

Peter Meier asked when they will start work on the property and Keith Galizio said that he hopes for early summer.

Voted: Judith Froman moved, and Peter Meier seconded to reserve a preliminary sewer allocation of 1,300 gallons per day to the benefit of 140 Main Street on the request of 140 Main Street, LLC, care of Keith Galizio. All fees are due and payable in accordance with the August 30th, 2022, Sewer Use Rules, and Regulations.

Roll Call Vote: Judith Froman – yes, Peter Meier – yes, Jared MacDonald – yes, Melissa Ferretti – yes, and Chair Mastrangelo – yes. 5-0-0.

Gary Maloney asked where the Town is at with allowable gallons per day after these 4 allocations were given tonight. Ms. McCollem said that after these 4 allocations were approved tonight there is a remainder of 22,870 gpd.

6.e. Discussion and possible vote – CWMP – Review draft of Phase II: Alternative Analysis Report.

Kate Roosa, Senior Project Engineer, Environmental Partners, reviewed the Comprehensive Wastewater Management Plan (CWMP) project update. She said that for the last quarter they

presented the alternative analysis findings to the public through a public workshop. She said they incorporated feedback from that hearing into a revised alternatives analysis. She said that they then met with the Wastewater Advisory Committee to review that revised alternatives analysis and made additional revisions. They presented the final alternatives analysis for the Board of Selectmen's review and comment. She said the draft recommended report is upcoming for Phase 3. There was discussion about water shed permits and title V.

Chair Mastrangelo asked if the report goes to DEP for review. Ms. Roosa said yes, and they like when they are kept in the loop, although at this point they are not approving the CWMP. She said they will not approve until phase 4, when regulatory permits are filed, and that is after Environmental Partners comes up with their recommended plan.

Ms. Roosa said that the materials are all on the CWMP webpage, including the full 260-page alternative analysis and the project update. Ms. McCollem said that she wanted to commend Kate Roosa and Helen Gordon for their care and listening that they have done for the Town of Bourne. They listened to what people wanted to see as far as their goals for nitrogen reduction. She said the goal for tonight's meeting is to see if the Board of Sewer Commissioners feels that they are on track or not.

Gary Maloney asked at what point is if the Town locked in to the CWMP, and how do they get out if they want to get out, or can they adapt the plan? Ms. McCollem said that they can always go back to Town Meeting for more money to revise the plan. She said that when she says there is no going back, she is referring to the money being used for the plan.

Judith Froman asked how multiple units will work into the plan. Ms. Roosa said that in the alternatives analysis they summarized the decentralized facilities. She said that some of them have additional capacity if the facility that they were permitted for decided to expand and some of them are meant for community development in the future. There was some discussion about the decentralized facilities.

Chair Mastrangelo said that the plan has come a long way since the beginning, and she appreciates the work of those who put it together. She shared a few minor comments that she had about the plan. Gary Maloney brought up the number of people that voted for the Wastewater Treatment Plant and about the amount of people at meetings where decisions are made. Chair Mastrangelo said that it is clear that the Town of Bourne does not support this regional approach as an option if it is associated with an outfall on the Canal.

Chair Mastrangelo said this is one step in the CWMP process and the Town will be going to the next phase once the regulations are hammered out. There will be more public input and a vote at Town Meeting. The project update lists 3 meetings with DEP and the deadline for public comment is 5 PM on December 16th.

Chair Mastrangelo moved item 6.g. ahead of item 6.f.

6.g. Discussion – Bourne Scenic Park – service area extension request.

George Sala, Chairman of the Recreation Authority, moved to open the meeting of the Recreation Authority at 8:23 PM, seconded by Greg Folino. Roll call vote to open the meeting: Greg Folino – yes, Vice Chair Louis Gallo – yes, and Chair Sala – yes. 3-0-0.

Mr. Sala explained that the Board of the Recreation Authority is at this meeting to discuss connecting Bourne Scenic Park to the Town sewer system and to be included on the Town Wastewater Plan. He said that the park is a major attraction for the Town.

Joe Henderson of Horsley Witten Group said that his group has been working with the Bourne Recreation Authority to explore different options for the park and one of them being sewer. He said that they put together an estimated flow for the park of about \$42,000 gallons per day at full occupancy, which is based on 419 sites including cottages and an office and retail area. Mr. Henderson provided numbers for each season and compared peak average daily flow based on Title V to average daily flow. He said that regarding tying in that there is some available infrastructure in place to do so.

Peter Meier said that he feels regarding the planning phase and moving forward that the Town should look at possibilities where they can do a shared resource with Scenic Park because of what the park does for the community in terms of economic development and what they do for the community. Judith Froman asked Mr. Henderson if they had a certain timeframe that they need to abide by with their current system, and he said there currently is not a time frame and this is just an evaluation to look at different options.

Ms. McCollem said that she would like the Board of Sewer Commissioners to think about the entire planning process and where the priorities are and what are the highest priority watersheds. She said that it all depends on the watershed that an entity is in, and she said that park is in a direct discharge watershed with is a low priority watershed. Mr. Henderson said that the park is currently over the 10,000 gallons per day DEP requirement, so it would have to be in an underground water discharge permit, and right now it's under Title V systems.

Chair Mastrangelo said that based on the flow that Mr. Henderson reported, the current Wastewater Treatment Plant does not have capacity to bring in the Bourne Scenic Park. She said that it would have to be part of a sewer expansion. Jared MacDonald feels that it is good to have some numbers for the future, and that this time is not good to bring on the park. Chair Mastrangelo said that is good to keep the park on the radar for evaluation of options. Judith Froman said that the priority now is that the Town has hired Environmental Partners to figure out a Comprehensive Wastewater Management Plan.

Chair Mastrangelo also moved item 6.h. ahead of item 6.f.

6.h. Discussion and possible vote – Rates for the remainder of FY23 (user fee) and overage rate for calendar year 2023.

Peter Meier recused himself from this agenda item.

Ms. McCollem said that she recommends that the Town keep the second half of the fiscal year the same as the first half. She recommends an overage rate for the calendar year of 2023 at one and three quarters of a cent. Chair Mastrangelo said this raises it a half of a cent for overages of over 45,000 gallons.

Voted: Judith Froman moved, and Jared MacDonald seconded to set the sewer user fee for the second half of Fiscal Year 23, January 1st, 2023, to June 30th, 2023, at 583.50 per unit and to also set the overage rate for the calendar year 2023 at 1.75 cents per gallon of water used over 45,000 gallons for the year.

Roll Call Vote: Judith Froman – yes, Jared MacDonald – yes, Melissa Ferretti – abstain, and Chair Mastrangelo – yes. 3-0-1.

6.f. ARPA update – Manhole project – grease trap compliance at Way Ho.

Ms. McCollem said that she wanted this talked about because the Town is getting ready for the manhole project to replace a pump and ARPA funds are being used for it. She said that the Way-Ho is directly adjacent to the pump. She said that FOG (fats, oils, and grease) are extremely damaging to the system, and vastly shorten the life of the infrastructure. She said that this needs to be talked about concerning all restaurants that are tied into the system. She said the immediate concern is due to making a large investment now and there is past evidence of grease in this pump and manhole. She said that grease traps and interceptors should be regularly inspected and pumped out.

Tim Lydon, Engineering Department, said there are new regulations and rules in place, and he feels that it is still vague on how to proceed with them. He said a FOG maintenance plan is a huge step to go forward because of the restaurants and what the blockages can cause for the sewer system. He said that they did an inspection at the Way Ho and there was evidence of grease backups. He said that because of this inspection, he is hoping that the meeting tonight will offer some guidance on how to move forward. He said he has made a sheet of recommendations on how to reinforce the regulations. He suggested the possibility of a bi-weekly pumping program and possible a FOG Management plan.

There was some discussion about internal grease traps and the immediate need for one at the Way Ho. There was also discussion about FOG management plans. Chair Mastrangelo said that she thinks that the Board needs to notify all restaurants that there are new regulations that are going to be enforced so that they know what is expected.

6.g. Discussion – Bourne Scenic Park – service area extension request. – Discussed earlier.

6.h. Discussion and possible vote – Rates for the remainder of FY23 (user fee) and overage rate for calendar year 2023. – Discussed earlier.

6.i. FY24 – Budget – initial discussion & BOSC budget priorities.

Ms. McCollem said that they are working on the budgets, and she doesn't anticipate any major upsets. She said that with the new sewer regulations, the budget may be affected due to the different departments being pulled away to work on inspections. There was discussion about the personnel that will be performing the FOG inspections.

6.j. Discussion – PFAS Testing – Wareham Wastewater Treatment Plant.

Tim Lydon said that he had some correspondence with a representative from the Wareham Wastewater Pollution Control Treatment Plant. Mr. Lydon said that the representative had reached out to him because he had met with DEP on the update of his permit that goes into effect on January 1st, 2023. They are going to be testing influent, affluent, and sludge for PFAS. He said that with that they will need to investigate the sole source, so that brings Bourne into the fold for them. Mr. Lydon said that he met with the staff in Wareham, and he received a lot of information, and he is still sorting through it all.

Ms. McCollem said that this is one of those issues where there is not a lot of clear direction for the Town of Bourne. She said that they do not know where the sampling stations will be set yet. She said there currently are no standards, but they will be setting the standard sometime soon. She said that she does not recommend increasing any budgets for testing at this time as it needs more monitoring.

7. Minutes: 9/27/22

Voted: Peter Meier moved, and Judith Froman seconded to approve the September 27th, 2022, minutes as submitted.

Roll Call Vote: Judith Froman – yes, Peter Meier – yes, Jared MacDonald – abstain, Melissa Ferretti – yes, and Chair Mastrangelo – yes. 4-0-1.

8. Future Agenda Items

Peter Meier said that sometime in the last year there was an issue with smell that Channel 4 or 7 reported that may have been coming from Hideaway Village in Indian Mound and he wanted to know if there were any updates. There were no updates.

9. Town Administrator Report – drainage project at Wastewater Treatment Facility

Ms. McCollem said she would like to thank Tim Lydon for working diligently with Weston & Sampson on an initial analysis of a couple of scenarios to control the water coming from the Town's property and they have landed on a design. She said this design will not control all the runoff to the abutter's property, but it will control all of the runoff from the land that the Town owns, and is responsible for. She said that this week she signed the amendment with Weston & Sampson to move forward with advancing the design and she has asked them to give the Town a layout and then it will be test fit. After that it will be go out to bid.

10. Committee Reports

Chair Mastrangelo said that the Wastewater Advisory Committee is planning to meet, and they are going to have some discussion about the proposed regulations.

11. Correspondence

None.

12. Next meeting date –

Ms. McCollem said that they were tentatively holding the date of December 13th, but she doesn't think there will be enough business to hold a meeting at that time.

13. Adjourn

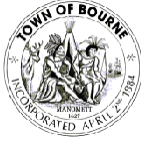
Voted: Judith Froman moved, and Peter Meier seconded to adjourn.

Roll Call Vote: Judith Froman – yes, Peter Meier – yes, Jared MacDonald – yes, Melissa Ferretti – yes, and Chair Mastrangelo – yes. 5-0-0.

The Board of Sewer Commissioner's Meeting ended at 9:39 PM

Respectfully Submitted,

Kim Johnson, Recording Secretary



TIMOTHY P LYDON, SIT, CFM
ENGINEERING TECHNICIAN

TOWN OF BOURNE *ENGINEERING DEPARTMENT*

TOWN HALL
24 PERRY AVE.

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



Memorandum

TO: Board of Sewer Commissioners
FROM: Timothy Lydon, Engineering Department
RE: Sewer Use Rules & Regulations Enforcement at 300 Main Street, Way Ho Restaurant
LOCUS: 300 Main Street, Map 20.3 Parcel 133
DATE: January 31, 2023

Purpose:

The purpose of this memorandum is follow up of recent enforcement action to the private property at 300 Main Street. The Town of Bourne Engineering Department was made aware of excess grease historically entering the Town of Bourne municipal sewer system at 300 Main Street by the Department of Public Works. The Town Administrator on behalf of the BOSC issued an enforcement letter dated December 6, 2022 outlining a request for remediation of known violations.

Summary/Recommendation:

Actions requested in the December 6, 2022 memo from the Town Administrator primarily instructed Way Ho Restaurant to reach out to the Town Engineering Department. After correspondence was not received, the Town Engineering Department reached out on January 6, 2023 for initial follow up and again on 1/12/23, 1/19/23, and 1/30/23. The following comments in red are in response to our original memo dated November 22, 2022.

- Grease removal operation at this property needs to be documented and made available when necessary. **No log was provided.**
- The owner will formally clean the piping from the restaurant to the grease trap, the grease trap, and from the grease trap to the grinder pump. **Has not been done.**
- Provide the Town with a plan to install improved infrastructure internally or externally that is proven to address excess grease. **Owner says he has reached out to a contractor to discuss options.**
- A FOG Management Plan shall be prepared and submitted by licensed personnel that addresses operation and maintenance of any new and existing preventative grease trap infrastructure. **Has not been done.**
- Bi-weekly pumping of the grease trap until satisfaction of the DPW. **No pumping has occurred since November. Owner states pumping will be done on Thursday February 2, 2023.**

If you have any further questions please reach out via email or call the Engineering Department at 508-759-0600 extension 1345.

Buzzards Bay Commercial Wastewater Summary Sheet (January 31, 2023)

OWNER	LOCATION	GPD Req'd	GPD Exist'g	\$1500 App Paid Date	Planning Board Approval Date	Preliminary Allocation Approval Date	Prelim Alloc Fee	Prelim Allocation Date Paid	Sewer Develop Fee	Sewer Develop Fee Date Paid	Comments	Previous 6 Month Review Dates
	2022 GPD Downtown Act. Us	114614										
	2% Residential Reserve	6000										
Completed and awaiting Operational Allocation												
Vincent Michienzi	85-93 Main Street	13000	931	10/24/2018		10/15/2018	\$18,000.00	10/24/2019			Temporary Certificate of Occupancy	11/25/19, 5/25/2020, 9/8/2020, 4/27/21,
HAMPTON INN	12 Kendall Rae Place	15243	4614		3/28/2017	9/30/2014			\$48,533.12	11/11/2019	Certificate of Occupancy issued in January 2020 - We need to review the Reserve Capacity in January 2023 per Policy (V.	
James McLaughlin	227 Main Street	79	40	12/31/2019	10/10/2019	1/28/2020	\$5,079.00	2/7/2020			Policy no longer applies as there are 4 residential units or less	
Domino's/Warcham Pizza Co	2 Bourne Bridge Appr	500	0 (unit)	9/15/2021	N/A	10/28/2021	\$2,500.00	8/29/2022	N/A			
	<i>Total Operational GPD</i>	149436										
Preliminary Allocations												
Maritime Holdings LLC/Rob	12 Wagner Way	17750		1/5/2018		6/18/2019	\$22,750.00	11/20/2019				11/25/19, 5/25/20, 2/1/21, 4/27/21, 2/22/22, 9/27/22
CALAMAR	13 Kendall Rae Place	16800			12/21/2017	9/19/2017	\$21,800.00	1/6/2020			Calamar representatives appeared at the Board of Selectmen on April 6, 2021	11/25/19, 5/25/20, 4/6/21, 2/22/22
Vincent Michienzi	100 Block	26080				10/13/2015					-1000 gpd 11/25/2019 (originally 27080)	9/8/2020, 4/27/21, 2/22/22
MMA Cadet Housing	11 Buttermilk Way	7070	310	12/27/2019	N/A	1/28/2020	\$12,070.00	2/20/2020			11 Buttermilk Way was reviewed by the BOSC on Feb 23, 2021	
Bay Motor Inn	223 Main Street	11985	640	5/20/2020		7/28/2020	\$16,335.00	9/1/2020			Approval after BBWD moratorium sent letter 08.03.2020	2/1/2021, 4/27/21, 2/22/22, 9/27/22
340 Main St LLC	340 Main St (Ph 1)	3095		8/19/2020	2/27/2020	8/25/2020	\$8,095.00	11/2/2020			Sewer Inspection approved and backfilled 11/14/2022	2/1/2021, 4/27/21, 2/22/22, 9/27/22
340 Main St LLC	340 Main Street (Ph 2)	7920		9/19/2022		11/29/2022	\$11,920.00	1/11/2023	\$70,010.75		Planning Board Recommended WW	
CMP Development LLC	2 Kendall Rae Place	37262		11/2/2022	10/6/2022	11/29/2022	\$41,262.00	12/29/2022	\$105,478.05		7/28/2020 Approval after BBWD moratorium sent letter 08.03.2020	
James McLaughlin	227R Main Street	550		11/18/2022		11/29/2022	\$2,750.00	12/9/2022	\$6,085.75	12/9/2022		
140 Main Buzz Bay, LLC	140 Main St	1,300	33	11/21/2022		11/29/2022	\$5,300.00	12/15/2022	\$39,818.50		Planning Board Recommended WW	
	<i>Total Approved GPD</i>	279248										
	<i>Total Available GPD</i>	20752										
Pending Applications		Requested:										
Jersey Mike's	2 Bourne Bridge Appr	1,000		1/18/2023			\$5,000.00		\$342.00			

	<u>FY22</u>	<u>FY22</u>		<u>FY23</u>	<u>FY23</u>	
	<u>Appropriation</u>	<u>Expended</u>	<u>Balance</u>	<u>Appropriation</u>	<u>Expended</u>	<u>Balance</u>
					<u>12.31.23</u>	
<u>Purchase of Services</u>						
5211 - Electricity**	9,477.00	34,679.88	(25,202.88)	56,223.00	37,405.10	18,817.90
<i>Previous to the treatment plant appropriations for electricity were \$8,500 annually for the various pump stations within Buzzards Bay. Since the facility has gone operational we have incurred an average monthly invoice of \$6,769.50 from Eversource</i>						
5213 - Fuel/Natural Gas	1,000.00	2,788.30	(1,788.30)	1,000.00	31.00	969.00
<i>Natural gas for pump station generators - charges are paid to national grid</i>						
5340 - Telephone**	2,036.90	2,502.35	(465.45)	4,500.00	633.54	3,866.46
<i>Includes phone lines for facility, pump stations and cell phone charges for 2 sewer tech staff. Expenses paid to Verizon and Verizon Wireless. FY22 charges increased slightly when plant went operational.</i>						
5351 - O&M**	256,000.00	110,556.84	145,443.16	263,779.24	149,051.24	114,728.00
<i>(Includes Internet)</i> <i>This line includes charges for both Weston & Sampson contracts as well as internet charges from OpenCape which are \$2,325 per month. Internet costs in FY22 totaled \$9,300 (March - June) in FY23 we expect those costs to be \$27,900 in FY2.</i>						
<u>Supplies</u>						
5420 - Office Supp.	150.00	30.90	119.10	150.00	-	150.00
<i>Supplies for Admin Staff</i>						
5432 - Bldg. Equip Tools	5,000.00	2,597.36	2,402.64	5,000.00	1,421.32	3,578.68
<i>Small individual charges typically Home Depot - Includes small hardware/hand tools for operations</i>						
5451 - Haz Mat Equip**	6,337.00	2,337.00	4,000.00	4,000.00	-	4,000.00
<i>Harcros chemicals Inc. charges for supplies</i>						
5481 - Veh. Diesel	3,500.00	2,416.37	1,083.63	4,200.00	1,849.22	2,350.78
<i>Fuel for Sewer Vehicles</i>						
5484 -Veh. Parts	2,500.00	2,431.43	68.57	2,500.00	-	2,500.00
<i>Parts for Sewer Vehicles</i>						
5485 -Veh. Registration	350.00	-	350.00	350.00	-	350.00
<i>Registration for Sewer Vehicles</i>						
5584 - Protective Cloth	4,500.00	3,890.77	609.23	4,500.00	2,240.15	2,259.85
<i>Protective clothing for sewer tech staff. Small individual charges including Threadhead, Inc., Magid Glove & Safety Mfg.</i>						
<u>Other Charges</u>						
5760 - Cap. Wareham**	228,852.64	228,852.64	-	224,030.00	-	224,030.00
<i>Capital payments to Wareham - FY22 was \$188,477.53 and \$40,375.11 In FY23 it will be \$188,477.53 & \$35,552</i>						
5781 - License Reimb.	375.00	75.00	300.00	375.00	100.00	275.00
<i>Annual license renewals for sewer technicians</i>						
<u>Capital</u>						
5870 - Replace Equip**	99,678.52	11,358.28	88,320.24	168,215.00	81,148.98	87,066.02
5871 - New Equip	5,000.00	1,981.69	3,018.31	5,000.00	-	5,000.00
<i>This budget lines are to replace or repair grinder pumps and parts as needed throughout the fiscal year. Various vendors are charged here but most significant purchases are for Cummins-Wagner and Plumbers Supply.</i>						

**Includes an encumbrance, amendment or reserve fund transfer

Buzzards Bay Wastewater Treatment Plant Electricity Usage - kWh per Month

