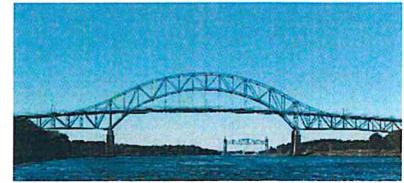


# Board of Sewer Commissioners Meeting Agenda



Date

October 26, 2021

Time

7:30 P.M.

Location

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

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

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

## 7:30 P.M. Call Public Session to Order in Open Session

1. **Moment of Silence to recognize our Troops and our public safety personnel**
2. **Salute to the Flag**
3. **Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
4. **Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
5. **Public Comment on Non-Agenda Items:** Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.
6. **Minutes:** No minutes to approve
7. **Board of Sewer Commissioners Business**
  - a. **Abatement Request – 21F Nautical Way** – The owner of 21F Nautical Way has requested a sewer abatement for the 2021 first half bill.
  - b. **Board of Sewer Commissioners Policy Subcommittee Report** – The Board of Sewer Commissioners Policy Subcommittee will give a report from their October 7, 2021 meeting.
    - i. **Allocation Policy** – The policy subcommittee members will update the full Board on recommended edits to the existing Sewer Allocation Policy.
    - ii. **Discussion and possible vote to amend and consolidate the Sewer Allocation Fee, Sewer Connection Fee and Sewer User Fees**

RECEIVED  
2021 OCT 22 PM 1:30  
TOWN CLERK BOURNE

**9. Correspondence**

There is no correspondence.

**10. Adjourn**

**Voted:** Peter Meier moved, and George Slade seconded to adjourn.

**Vote:** 3-0-0.

This meeting of the Bourne Board of Sewer Commissioners was adjourned at 9:25 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary

**Board of Sewer Commissioners**  
**Minutes of Thursday, October 28, 2021**  
**Bourne Veterans' Community Center**  
**Buzzards Bay, MA**

RECEIVED  
2022 AUG 31 PM 2:14  
TOWN CLERK BOURNE

**TA Tony Schiavi**  
**ATA Glenn Cannon**

**Board of Selectmen**

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

**Others:** Helen Gordon, William Mohan, Korrin Peterson, Skip Barlow, Tom Barlow, Renee Gratis, and Tim Lydon.

**7:30 PM Call Public Session to Order in Open Session**

**Chair Mary Jane Mastrangelo called the meeting of the Sewer Commissioners to order.** Judith Froman and Jared MacDonald were excused.

**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.** Michael Rausch acknowledged that he is recording the meeting.

- 1. Moment of Silence to recognize our Troops and our public safety personnel.**
- 2. Salute to the Flag.**
- 3. Vision:** Bourne is a proud community that embraces change while respecting the rich heritage of the town and its villages. It is a municipality based on strong fiscal government with a durable economy that recognizes the rights of all citizens, respects the environment, especially the coastal areas of the community and the amenities that it affords. Bourne embraces excellent education, and offers to citizens a healthy, active lifestyle.
- 4. Mission:** Bourne will maximize opportunities for social and economic development while retaining an attractive, sustainable, and secure coastline and environment for the enjoyment of residents and visitors. Through responsible and professional leadership and in partnership with others, Bourne will strive to improve the quality of life for all residents living and working in the larger community.
- 5. Public Comment on Non-Agenda Items**
  - a. Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. Based on past practice, members of the Board are not allowed to comment or respond.

**6. Minutes: No minutes to approve.****7. Board of Sewer Commissioners Business**

- a. Abatement Request – 21 F Nautical Way – The owner of 21F Nautical Way has requested a sewer abatement for the 2021 first-half bill.**

Assistant Town Administrator Glenn Cannon said that the applicant was not present. He said that the homeowner pulled a permit to replace their roof and back deck. There was some miscommunication during construction which resulted in the house being removed. Once the house was removed, they had to go to FEMA first to get a building permit within a flood zone and the house needs to be raised up which has caused delays. They are applying for an abatement due to there not being a house on the property.

**Voted:** George Slade moved, and Chair MJ Mastrangelo seconded to approve a sewer abatement in the amount of \$591.50, for 21F Nautical Way, Buzzards Bay.

**Vote:** 2-0-1. Peter Meier abstained.

- b. Board of Sewer Commissioners Policy Subcommittee Report – The Board of Sewer Commissioners Policy Subcommittee will give a report from their October 7, 2021, meeting.**

Mr. Cannon said that the Policy Subcommittee talked about possibly going to quarterly billing, the fee schedule, and existing sewer regulations. He said that Helen Gordon of Environmental Partners is now under contract to re-write the sewer regulations.

Chair Mastrangelo read aloud the latest fee schedule and she said it would supersede all previous fee schedules outlined in the Commercial Wastewater Management Allocation Policy, 2017 and the sewer use charges voted in 2006:

“The capacity allocation process fees would be the application and design review fee, which is a one-time fee of \$1,500.00, and the preliminary allocation fee, which is a one-time fee of \$5.00 per projected gallon per day flow for the first 1,000 gallons per day plus \$1.00 per gallon per day of flow over 1,000 gallons. The preliminary allocation extension fee is \$5.00 per projected gallon per day flow for the first 500 gallons or \$2,500.00 for projects greater than 500 gallons per day. The sewer connection fees – the residential sewer permit fee one time for \$100.00 for residential properties and \$100.00 for each additional unit. The commercial sewer permit fee one time is \$150.00, plus \$0.10 per square foot of building floor space, the sewer system development charge one time is \$75.00 per foot of frontage plus \$11,500.00 per acre, and the sewer user fee annual sewer use fee times the number of units.”

**Voted:** Peter Meier moved, and George Slade seconded to approve and move forward with the fee schedule.

**Vote:** 3-0-0.



**c. Sewer Allocation and Grease Trap Waiver Request – Domino's Pizza, 2 Bridge Approach 2F, William Mohan.**

William Mohan said that he is the licensing and permitting consultant for Domino's Pizza. He said that they are looking to become part of the mall next to Starbucks. He said that they will not be using close to the thousand gallons per day allocation as the Town states is the standard for restaurants. He said that he did a study on water usage from other Domino's Pizzas in the area and he passed the results on to Mr. Cannon.

Tim Lydon, Engineering Department, talked about a grease interceptor and the request to waive it at this Dominos location. He talked to the Superintendent of the Wareham Wastewater Treatment Plant and learned that they waived the external grease trap at a Dominos in Wareham because they went through records of 10 years or so at the location and there was barely any grease recorded. Mr. Lydon feels that they could waive the grease trap in this case and the Town owns the grinder pump at this location.

Mr. Lydon also said that regarding the water, he has seen the amounts that the Domino's in both Wareham and Marshfield use, and they are typical and would most likely be the same at the location in Bourne. He feels that it would be appropriate to start it at 500 gallons per day.

**Voted:** Peter Meier moved, and George Slade seconded to approve the sewer allocation for the Wareham Pizza Corporation, dba Domino's Pizza, located at 2 Bridge Approach for 500 gallons per day.

**Vote:** 3-0-0.

**Voted:** Peter Meier moved, and George Slade seconded to waive the grease trap requirement with four conditions: the owner will provide a copy of their grease removal contract for the internal grease trap, and the grease removal contract shall include the name of the grease generator, the grease removal schedule and where the grease is being taken for disposal. The owner shall install an internal grease trap and keep a log of when the grease is cleaned and have the log available for the Sewer Department and the Health Department personnel to periodically review. The owner is to be notified in writing that if the Sewer Department finds that the grease is creating a problem in the collection system, further action may be needed to be implemented to protect the Town's sewer system and the waiver is valid for this applicant only, and if the business changes or conditions listed on the application change, a new waiver shall be requested.

**Vote:** 3-0-0.

**d. Comprehensive Wastewater Management Plan (CWMP) Quarterly Update – Helen Gordon of Environmental Partners will update the BOSC on the Comprehensive Wastewater Management Plans activities.**

Helen Gordon of Environmental Partners gave a report on the Comprehensive Wastewater Management Plan. She said that in terms of the Needs Assessment, they have completed their detailed analysis. She said they now will be focusing on the watersheds. There was some discussion about having the next update on November 9<sup>th</sup>.

- e. **Discussion of Special Town Meeting Article 17 Citizens Petition – To see if the Town will vote to request that the Board of Selectmen and Sewer Commissioners oppose any federal, state, or local wastewater permits for a collection system for the Massachusetts Maritime Academy in the Taylors Point area of Buzzards Bay, and the subsequent disposal by direct discharge of treated or untreated wastewater into the Cape Cod Canal or the waters immediately adjacent thereto.**

Chair Mastrangelo said the article number has changed and she is unsure what the new number the article now is. Tom Barlow from Buzzards Bay said he was involved in the design, building, and operation of the current sewer system. He said that the main mission of the coalition is that they see contaminants that destroy the marine environment, and they are concerned about using the outfall at Mass Maritime Academy. He said that they collected 735 signatures of people that are concerned.

Korrin Peterson of the Buzzards Bay Coalition addressed a few items concerning the citizen's petition. She talked about the nitrogen problem in Bourne due to on-site septic systems and an alternative for the Town to look at. She said that Coalition would like the Town to consider all options and wait until Environmental Partners does their due diligence before making any decisions at this time.

There was a discussion about decisions that were made in 2015. Ms. Peterson would like the Boards of Selectmen and Sewer Commissioners from both Bourne and Wareham to open lines of communication and have meetings together.

Renee Gratis said that she has concerns about this petition because it could open the door to many more citizen petitions. She said that there is a wastewater issue not only in Bourne but everywhere and solutions need to be thought about. She said that if this article passed, it cannot stop the project. George Slade said that he agrees and feels that this petition needs more vetting.

Chair Mastrangelo said that she will not vote for this citizen's petition because she does not feel that it is necessary for this petition to pass to be vigilant about protecting the water quality and monitoring the permits and being active.

**Voted:** Peter Meier moved, and George Slade seconded for further discussion, to defer action of the citizen's petition Town Meeting article until the night of the Special Town Meeting on November 15, 2021.

There was some discussion about waiting to have the other two members of the Board of Sewer Commissioners be able to be a part of the discussion and decision.

**Vote:** 3-0-0.

- f. **American Rescue Plan Act (ARPA) Funds – Discussion and possible vote to approve the use of American Rescue Plan Act (ARPA) funds to conduct a study of the Cataumet Harbor Wastewater Treatment Facility in two (2) phases for a total of \$66,400.**

Mr. Cannon said that this has been a project that has been talked about for years. He said the intent was to develop this plant and then turn it over to the Town. He said that they don't have as many users as they need for the system. He said that Helen Gordon has taken a deep dive into the plant, which is a good idea before moving forward.

Helen Gordon said that when the Cataumet Harbor Wastewater Treatment Facility was first envisioned it appeared there was excess capacity available for future potential connections. She said since they started treatment at the facility there is capacity. She said the question is if there are needs areas in that general location that could potentially connect to an existing treatment facility that may have the capacity needed and if that were the case, would the Town want to entertain taking over that wastewater treatment plant.

She said her recommendation is a two-phased assessment. The phase one assessment would be meeting with the representatives that run the wastewater treatment facility and doing a visual inspection of it and looking at its records. Once they finish their phase one assessment, they would come back to the Board to see if they would want to go to the next steps which would be operations, planning, and discussion about how to go about taking over that treatment facility and the costs associated with doing so. Then they would do a financial and engineering management plan.

**Voted:** Peter Meier moved, and George Slade seconded for further discussion, to approve the use of America Rescue Plan Funds to conduct the engineering study as outlined in the Environmental Partners proposal dated October 2021, entitled Cataumet Harbor Wastewater Treatment Facility Ownership Transfer Study.

**Vote:** 3-0-0.

- g. Toxic Materials input into the Buzzards Bay Wastewater Treatment Facility – Discussion relative to toxic materials being input into the new Buzzards Bay Wastewater Treatment Facility and possible vote to authorize staff to investigate the events leading up to the temporary closure of the new plant.**

Chair Mastrangelo said there was a situation when there were high levels of ammonia and acetone and it shut down the MBR plant. She said a mailing needs to go out to the people that are using the plant to make sure that these kinds of items do not get into the plant. There is a flyer that has been proposed and she said the one thing that she is concerned about is that the flyer does not have specific amounts of ammonia and bleach. There was a discussion on adjusting the flyer and to which sewer users the flyer needs to reach.

## **8. Future Agenda Items**

Chair Mastrangelo said that possibly the Wastewater Advisory Committee will be discussed again. Also, Peter Meier would like to receive an update on the complaint in Wareham. Mr. Cannon said that the odors are basically due to fewer people in the winter in Hideaway Village. Ms. Gordon said she recommends looking at the operation of the pump station and potentially adjusting the pumping rates and using the chemicals to reduce the hydrogen sulfide.

- c. [Sewer Allocation and Grease Trap Waiver Request](#) – Domino's Pizza, 2 Bridge Approach 2F, William Mohan
- d. [Comprehensive Wastewater Management Plan \(CWMP\) Quarterly Update](#) – Helen Gordon of Environmental Partners will update the BOSC on the Comprehensive Wastewater Management Plans activities.
- e. [Discussion of Special Town Meeting Article 17 Citizens Petition](#) – To see if the Town will vote to request that the Board of Selectmen and Sewer Commissioners oppose any federal, state, or local wastewater permits for a collection system for the Massachusetts Maritime Academy in the Taylors Point area of Buzzards Bay, and the subsequent disposal by direct discharge of treated or untreated wastewater into the Cape Cod Canal or the waters immediately adjacent thereto:
- f. [American Rescue Plan Act \(ARPA\) Funds](#) – Discussion and possible vote to approve the use of American Rescue Plan Act (ARPA) funds to conduct a study of the Cataumet Harbor Wastewater Treatment Facility in two (2) phases for a total of \$66,400.
- g. [Toxic Materials input into the Buzzards Bay Wastewater Treatment Facility](#) – Discussion relative to toxic materials being input into the new Buzzards Bay Wastewater Treatment Facility and possible vote to authorize staff to investigate the events leading up to the temporary closer of the new plant.

8. [Future Agenda Items](#)

9. [Correspondence](#)

10. [Adjourn](#)

Abatement Request  
First Half Sewer Bill FY22  
21 F Nautical Way

Board of Sewer Commissioners,

My name is Janine Giambarresi, my address is 21F Nautical Way, Bourne, Massachusetts. I would like to request an abatement of my sewer bill of 2020/2021 as I have not had a house since August 2020. Thank you I will forward pictures, my phone number is [REDACTED] please do not hesitate to call with any questions and thank you again.

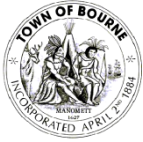












**TIMOTHY P LYDON**  
ENGINEERING TECHNICIAN

# **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



October 26, 2021

This fee schedule will supersede all previous fee schedules as outline in the Commercial Wastewater Management Allocation Policy (2017) and the Sewer Use Charges voted in 2006.

### **CAPACITY ALLOCATION PROCESS FEES**

#### **APPLICATION & DESIGN REVIEW FEE (one-time)**

\$1500

#### **PRELIMINARY ALLOCATION FEE (one-time)**

\$5 per projected gallon per day flow for first 1000 gallons or \$5000 for projects greater than 1000 gallons per day

#### **PRELIMINARY ALLOCATION EXTENSION FEE**

\$5 per projected gallon per day flow for first 500 gallons or \$2500 for projects greater than 500 gallons per day

### **SEWER CONNECTION FEE**

#### **RESIDENTIAL SEWER PERMIT FEE (one-time)**

\$100 for residential properties and \$100 for each additional unit

#### **COMMERCIAL SEWER PERMIT FEE (one-time)**

\$150.00 plus \$0.10 per square foot of building floor space

#### **SEWER SYSTEM DEVELOPMENT CHARGE (one-time)**

\$75 per foot of frontage plus \$11,500 per acre

#### **SEWER USER FEE (annual)**

Annual Sewer use fee times the number of units

## Cannon, Glenn

---

**From:** Lydon, Timothy  
**Sent:** Monday, October 18, 2021 9:03 AM  
**To:** Thut, Kathleen  
**Cc:** Cannon, Glenn  
**Subject:** FW: Bourne - Domino's

Kathleen,

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

Timothy Lydon, SIT, CFM  
Town of Bourne  
Engineering Department  
508-759-0600 x1345  
[tlydon@townofbourne.com](mailto:tlydon@townofbourne.com)

---

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

Good Morning.

I look forward to working together in the future .

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

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

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

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

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

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

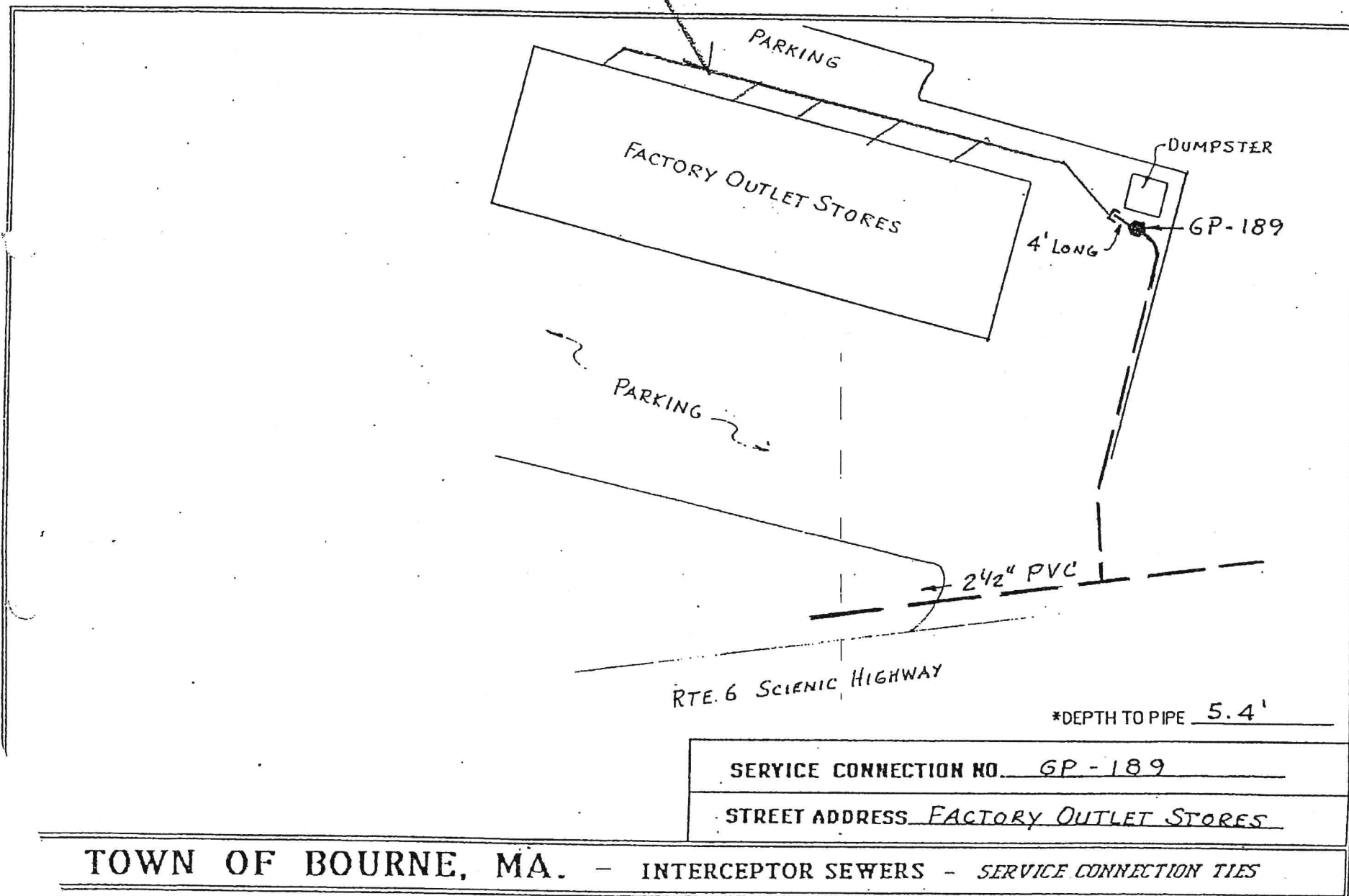
Mr Campinha,

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

Sincerely,

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

# SEWER CONNECTION



\*DEPTH TO PIPE 5.4'

SERVICE CONNECTION NO. GP-189

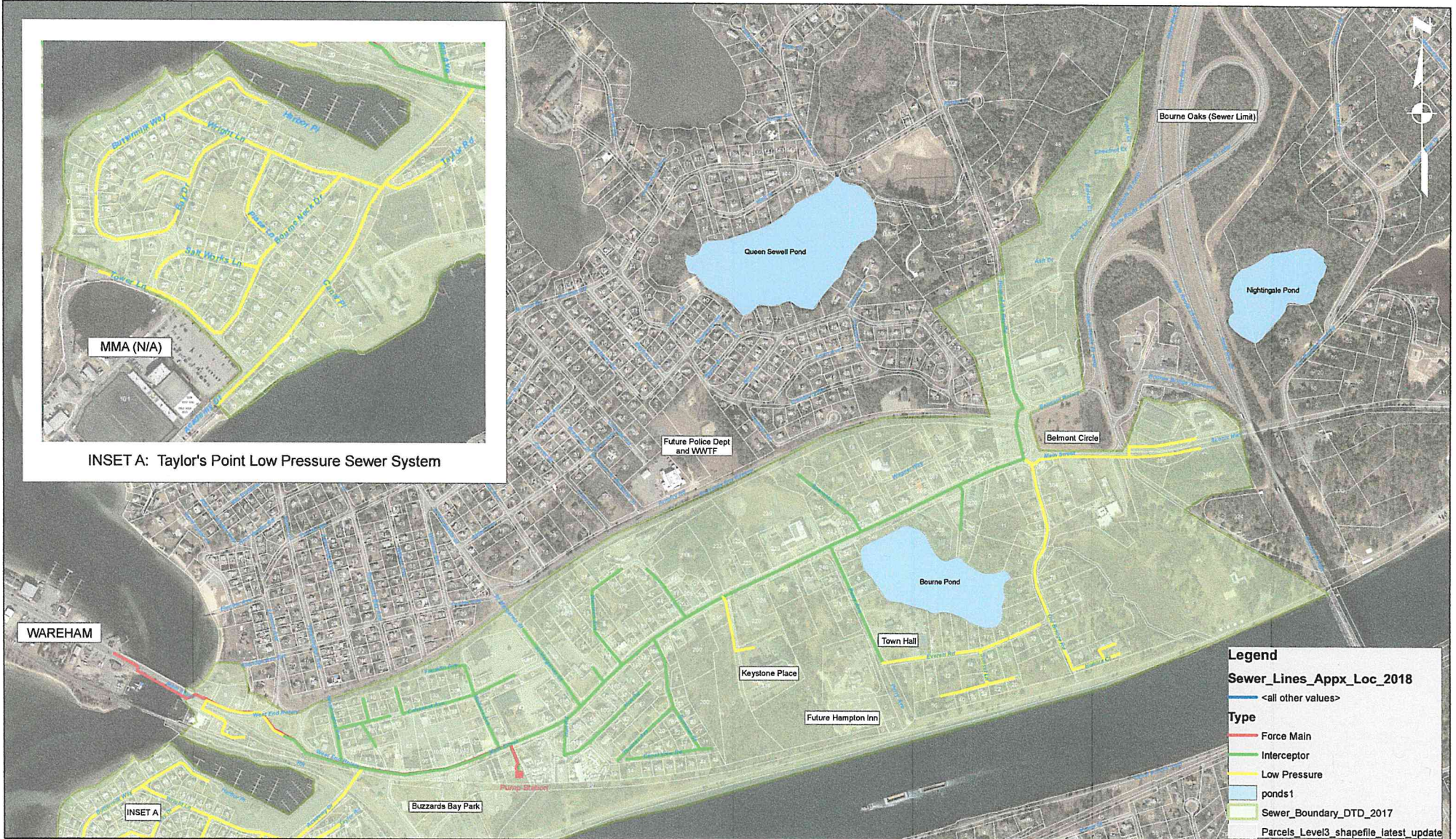
STREET ADDRESS FACTORY OUTLET STORES

TOWN OF BOURNE, MA. - INTERCEPTOR SEWERS - SERVICE CONNECTION TIES





INSET A: Taylor's Point Low Pressure Sewer System



This map was created by the Bourne Engineering Department using data courtesy of the ESRI, Town of Bourne and MassGIS. There is no guarantee to the accuracy of content, completeness, or readiness of the information or database displayed herein. It is to be used for reference and planning purposes only and should not be used for survey, regulatory, engineering, conveyance or other site specific purposes. This map was created using the best information possible as of February 2019. Sewer As-Builts are on file in the Engineering Department. Sewer tie-ins and grinder pump locations are on file with the Sewer Commissioner's Office.

## Town of Bourne Sanitary Sewer Map

0 0.125 0.25 0.5  
Miles



Timothy Lydon, Engineer Technician  
Engineering Department  
24 Perry Ave  
Bourne, MA 02532  
tlydon@townofbourne.com

Prepared: March 1, 2019



**TOWN OF BOURNE, MA**

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

**OCTOBER 2021**



— An Apex Company —



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

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

SECTION 1. EMPLOYMENT OF ENVIRONMENTAL PARTNERS:

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

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

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

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

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

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

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

#### SECTION 4. COMPENSATION:

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

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

#### SECTION 5. REVISION OF SCOPE OF WORK:

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

#### SECTION 6. TIME OF COMPLETION:

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

care and the orderly progress of the work.

#### SECTION 7. GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF BOURNE**

By: \_\_\_\_\_

Finance Director

By: \_\_\_\_\_

Name

Title

**ENVIRONMENTAL PARTNERS  
GROUP, LLC.**

By:  \_\_\_\_\_

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

10/14/21

Date



October 4, 2021

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

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

Dear Glenn,

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

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

## **Phase 1 – Initial Assessment**

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

### **KICK-OFF ACTIVITIES**

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

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

## REGULATORY ISSUES

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

*Excerpt from MassDEP Draft Renewal Permit for Groundwater Discharge:*

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

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

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

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

## Phase 2 – Development of Transition Plan

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

### OPERATIONS PLANNING

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

### Financial and Engineering Management and Planning

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

### Legal

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

### Town Coordination

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

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

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

### Compensation

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan J. Trahan".

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

A handwritten signature in blue ink, appearing to read "Helen T. Gordon".

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



April 2, 2021

Congressman William R. Keating  
Hyannis Office  
259 Stevens Street, Suite E  
Hyannis, MA 02601

**Re: Red Brook Harbor Wastewater FY22 Community Project Funding Request**

Dear Congressman Keating:

Thank you for the opportunity to submit the attached FY22 Community Project Funding request for \$1.35 Million to finance an extension of sewer service to homes on Red Brook Harbor in Bourne, Massachusetts.

The attached Funding Request and letters of support summarize the project need and approach. **At the heart of this request is the urgent need to reduce nitrogen pollution from residential septic systems and restore water quality, marine habitats and the shellfishery of Red Brook Harbor.**

This project is a partnership between the Buzzards Bay Coalition (BBC), the Town of Bourne, Kingman Yacht Center and the Cataumet Harbor Wastewater Treatment Facility (WWTF). BBC is a non-profit 501(c)(3) organization and will serve as grantee and project manager. Bourne is a Massachusetts municipality in control of the public streets to be improved by the project. Kingman and the WWTF are private entities that have built and now manage the wastewater treatment facility involved. BBC's IRS Tax-Exempt Determination letter is attached.

This project builds upon a US EPA-funded study completed in 2015 which provided cost estimates for various scenarios to connect homes in Bourne's Cedar Point neighborhood to the privately built and managed Cataumet Harbor WWTF at Kingman Yacht Center. Kingman is the largest marina on Cape Cod and their leadership in building a highly-performing WWTF with excess capacity to service additional homes has made this proposal possible.

Under this proposal, the \$1.35 million requested would be used to extend private sewer lines in public streets to make it possible for up to 45 homes to connect to the Cataumet WWTF. The result would be a much higher level of wastewater treatment for these homes, resulting in

[www.savebuzzardsbay.org](http://www.savebuzzardsbay.org)

114 Front Street, New Bedford, Massachusetts 02740 | Tel: 508-999-6363 Fax: 508-984-7913  
21 Luscombe Avenue, Woods Hole, Massachusetts 02543 | Tel: 508-540-6222 Fax: 508-540-5222



improvements to Red Brook Harbor water quality. We also believe that this type of private-public partnership will provide a model for other neighborhoods across our region tackling complex and costly wastewater projects.

Due to the earlier 2015 study and recent completion of the WWTF at the Kingman facility, this project to extend the sewer lines up the street to the Cedar Point homes can be built in 2022 with the funding level requested.

All towns on Buzzards Bay and across Cape Cod are facing significant challenges in upgrading their wastewater infrastructure to restore and protect the coastal water quality that defines our region. The availability of federal funding at this moment will help jumpstart action on a private-public partnership project that we believe will become an important model for others wrestling with these difficult issues.

We look forward to working with you and your staff to make this FY2022 Community Project a water infrastructure success for our region and for the Biden Administration. Thank you for your consideration and advocacy on our behalf.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Rasmussen", is written over a faint, illegible background.

Mark Rasmussen  
President



## \$1.35 Million to restore water quality in Red Brook Harbor through Shared Neighborhood Wastewater Treatment System Bourne, Massachusetts



## Federal FY2022 Community Project Funding Request

### *The Nitrogen Pollution Problem*

Nitrogen pollution from nearshore septic systems is the largest long term threat to the health of Red Brook Harbor, one of the most significant marine resources in Bourne with Cape Cod's largest commercial marina. Conventional septic systems are not designed to remove nitrogen which seeps into groundwater and eventually makes it into our waterways. The excess nitrogen fuels algae blooms that float on the surface of the water, blocking light to eelgrass beds and creating a murky water column that impairs habitat for fish, shellfish, and wildlife. The algae blooms also adversely impact recreational, social, economic, and aesthetic opportunities in Red Brook Harbor. Recent research shows that increasing temperatures as a result of climate change will further fuel the growth of algae in our many harbors and coves. The sooner we address the nitrogen pollution problem in Red Brook Harbor, the better our chances of ensuring its protection as a high quality resource water for generations to come.

### *The Red Brook Harbor Solution*

Fortunately, Red Brook Harbor is one of the few harbors in Buzzards Bay where a forward thinking private entity, Kingman Yacht Center, stepped up to solve the septic system nitrogen problem by building a high performing wastewater treatment facility to serve both private and public wastewater needs. The Cataumet Harbor Wastewater Treatment Facility (WWTF) was designed to handle flows from the Kingman Yacht Center, the recently-built Red Brook Harbor Club townhomes, a popular restaurant "The Chart Room," and approximately 50 homes in the adjacent Cedar Point neighborhood (Figure 1). **The only portion of the project that remains to be constructed is the collection system to connect the Cedar Point homes to the WWTF.** Completing this project will help to remove more than 2,000 pounds of nitrogen per year from Red Brook Harbor. There is no other place in the Buzzards Bay watershed where a relatively small construction project stands ready to produce such a positive impact on water quality restoration.

### *Funding Request & Plan for Implementation*

In 2015, the Coalition worked with project partners and a consultant to develop three construction cost estimates with options for connecting the Cedar Point neighborhood to the community WWTF. Through a \$1.35 million appropriation, this project could be implemented with funding to the Buzzards Bay Coalition who will lead the partnership with the Town of Bourne, Kingman Yacht Center, the Cataumet Harbor WWTF, and Cedar Point homeowners. Of the three options explored to connect the Cedar Point neighborhood to the WWTF,

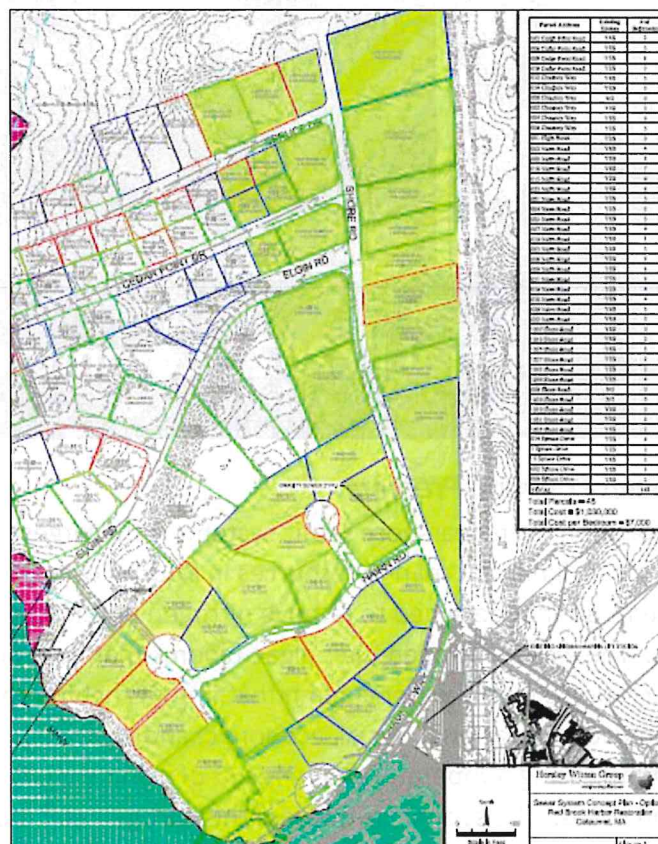


the most affordable option (Option 1) allows the construction of a gravity collection system that would bring the wastewater from 45 homes to the WWTF without the need for pumps, force mains, or lift stations. The gravity sewer lines would run along Shore Road, Chaucy Way, Nairn Road, with short spurs to Elgin Road, Cedar Point Drive, and Spruce Drive to easily allow more connections if additional system capacity becomes available in the future (Figure 2). Option 1 was estimated to cost \$1,030,000 in 2015; cost in 2022 expected to be \$1.35 Million based on 4.5% annual inflation. Homeowners would be responsible for the cost of connecting their home to the sewer line.

Figure 1. Project Locus Map



Figure 2. Option 1 Gravity Collection System Plan



Support from the Town of Bourne will include acquisition of easements to allow for sewer line installation in public streets. The Cataumet Harbor WWTF will enter into private contractual agreements to annually set sewer user rates based on the monthly cost per home for wastewater collection, treatment, and disposal, as well as operation and maintenance of the sewer infrastructure, including the WWTF.

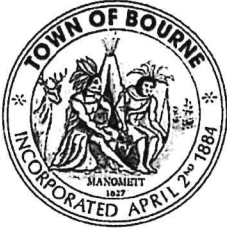


## Project Partners

Buzzards Bay Coalition – nonprofit, lead applicant  
Town of Bourne, Massachusetts  
Kingman Yacht Center – largest marina in Cape Cod  
Cataumet Harbor Wastewater Treatment Facility

*For more information, please contact:*

Mark Rasmussen, President, Buzzards Bay Coalition  
114 Front Street, New Bedford, MA 02740  
508-999-6363 x.201 / [rasmussen@savebuzzardsbay.org](mailto:rasmussen@savebuzzardsbay.org)



## TOWN OF BOURNE Town Administrator

24 Perry Avenue  
Buzzards Bay, MA 02532  
Phone 508-759-0600 x1503 – Fax 508-759-0420



Antony E. Schiavi  
Town Administrator

April 2, 2021

Congressman William R. Keating  
Hyannis Office  
259 Stevens Street, Suite E  
Hyannis, MA 02601

**Re: Support for Red Brook Harbor Wastewater FY22 Community Project Funding**

Dear Congressman Keating:

I am writing to express the Town of Bourne's support for the FY22 Community Project Funding request submitted by the Buzzards Bay Coalition which seeks a \$1.35 Million federal appropriation to finance an extension of a private wastewater treatment System on Red Brook Harbor to serve an important public need.

This project builds upon a US EPA-funded engineering study completed in 2015 which provided cost estimates for various scenarios designed to connect homes in our town's Cedar Point neighborhood to the privately built and managed Cataumet Harbor Wastewater Treatment Facility (WWTF) at Kingman Yacht Center. Kingman is the largest marina on Cape Cod and their leadership in building a highly-performing WWTF with excess capacity to service additional homes has made this proposal possible.

Under this proposal, the \$1.35 million requested would be used to extend private sewer lines in public streets to make it possible for up to 45 homes to connect to the Cataumet WWTF. The result would be a much higher level of wastewater treatment for these homes, resulting in improvements to Red Brook Harbor water quality. We also believe that this type of private-public partnership will provide a model for other neighborhoods across our region tackling complex and costly wastewater projects.

Bourne is facing significant challenges in upgrading its wastewater infrastructure to restore and protect the coastal water quality which is vital to our town's quality of life and economic development. This project helps us take one more step toward tackling those issues and does it in an innovative way that leverages private investment to serve a public need.

We look forward to working in partnership with the Buzzards Bay Coalition, Kingman Yacht Center, and the Cataumet Harbor WWTF to implement this project on the ground. Thank you for your consideration and advocacy on our behalf.

Sincerely,

Anthony E. Schiavi  
Town Administrator





# KINGMAN YACHT CENTER

SHIPYARD LANE PO BOX 408 CATAUMET, MA 02534 508.563.7136 WWW.KINGMANYACHTCENTER.COM

April 2, 2021

Congressman William Keating  
Hyannis Office  
259 Stevens Street  
Suite E  
Hyannis, MA 02601

Kingman Yacht Center is thrilled to hear of your consideration of the FY2022 Community Project Funding request submitted by the Buzzards Bay Coalition!

As the largest marina on Cape Cod, our lives and our livelihoods are connected in every way to the health of Red Brook Harbor. As home to some 400 boating families, with a year-round staff of 30 and an additional 70 or so seasonal workers on the property, the deterioration of water quality in the harbor is a major concern.

The cause is excess nitrogen flowing from neighboring homes' septic systems and cesspools. That is why Kingman Yacht Center has invested more than \$1 million in design, construction and operation of a wastewater treatment facility. The facility currently accepts effluent from our marina, our on-site restaurant and 15 neighboring townhomes. But we sized it to accommodate the waste needs of a whole neighborhood of homes now discharging into private septic systems, and more than half of its capacity now sits dormant awaiting hookup to those homes.

The \$1.35 million requested by the Coalition would be used to extend private sewer lines in public streets, making it financially viable and attractive for up to 45 homes to connect to the wastewater treatment facility. This would result in a much higher level of septic treatment for these homes and the elimination of more than one ton a year of nitrogen that is currently leaching into Red Brook Harbor.

We look forward to this opportunity to partner with the Town of Bourne, The Buzzards Bay Coalition, Cataumet Harbor Wastewater Treatment Facility LLC and our neighbors to preserve and improve the recreational, social, economic, environmental and aesthetic opportunities of this precious public resource.

Sincerely,

Scott Zeien  
President

# CATAUMET HARBOR WASTEWATER TREATMENT FACILITY, LLC

P.O. Box 408 Cataumet, MA 02534 508/563-7136

April 1, 2021

Congressman William Keating  
259 Stevens Street, Suite E  
Hyannis, MA 02601

Congressman Keating,

Please accept this letter of support for the FY2022 Community Project Funding request submitted by the Buzzards Bay Coalition.

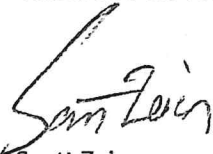
Cataumet Harbor WWTF is the corporation that operates the wastewater treatment facility originally conceived of and constructed by Kingman Yacht Center. We have been operating under license by the Massachusetts DEP since 2016, and consistently meeting some of the highest nitrogen removal treatment requirements on Cape Cod.

Our facility currently accepts effluent from the marina, their on-site restaurant and 15 neighboring townhomes. It was constructed and licensed to process 32,430 gallons of wastewater per day, and more than half of that capacity is currently unused. We would welcome additional flow from our neighbors.

The \$1.35 million requested by the Coalition would be used to extend private sewer lines in public streets, making it financially viable and attractive for up to 45 homes to connect to the wastewater treatment facility. This would result in a much higher level of septic treatment for these homes and the elimination of more than one ton a year of nitrogen that is currently leaching into Red Brook Harbor.

We are ready and capable of supporting new sewer line construction and accepting this additional flow in 2022.

Thank You for Your Consideration,



Scott Zeien  
Manager

April 2, 2021

Congressman William Keating  
259 Stevens Street, Suite E  
Hyannis, MA 02601

Congressman Keating,

Please accept this letter of support for the FY2022 Community Project Funding request submitted by the Buzzards Bay Coalition, seeking a \$1.32 million federal appropriation to finance an extension of the Cataumet Harbor Wastewater Treatment Facility's positive impact on Red Brook Harbor.

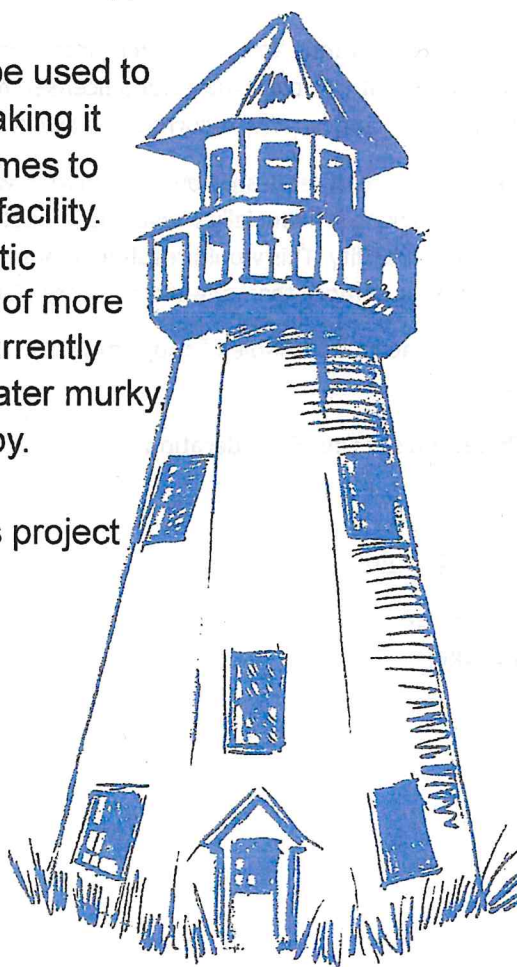
The Chart Room restaurant has operated as a successful family business at Kingman Yacht Center since 1960. Thousands of people come to our restaurant each summer to enjoy good food and company in a unique waterfront setting. The Chart Room is on and all about Red Brook Harbor and the deterioration of water quality in the harbor is a major concern.

The money requested by the Coalition would be used to extend private sewer lines in public streets, making it financially viable and attractive for up to 45 homes to connect to the marina's wastewater treatment facility. This would result in a much higher level of septic treatment for these homes and the elimination of more than 2,000 pounds a year of nitrogen that is currently leaching into Red Brook Harbor, making the water murky, the beaches green, and our customers unhappy.

Please consider supporting this funding as this project is essential to the long-term well being of our business and community.

Sincerely,

*David Jarvis*  
David Jarvis, Jr.  
Owner



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# The American Rescue Plan Act: Identifying eligible uses by governments

DANNY SKLENICKA / MICHELLE WATTERWORTH / AMANDA WARD / TARA SYNOWIEC

June 2, 2021 / Article

*Government agencies receiving federal Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) under the American Rescue Plan Act, need to carefully consider the best use of these funds. Read our overview of current guidance on eligible expenditures over the period of performance.*



The American Rescue Plan Act (ARPA), signed into law in March 2021, provides \$350 billion in relief to states and local governments to combat the continued impact of the COVID-19 pandemic. To offer swift guidance on the use of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF), the U.S. Department of Treasury (Treasury) published the interim final rule (IFR) on May 10, 2021, through an expedited rule-making process. The IFR outlines the requirements for CSLFRF and went into effect immediately upon issuance, despite the fact that Treasury is seeking comment on all aspects of the rule. If warranted by public comments, the IFR may subsequently be modified, but that doesn't change its current authoritative status.

The IFR establishes a framework for determining the types of programs and services eligible under this program, along with examples of uses that state and local governments may consider. These uses build on eligible expenditures under the Coronavirus Relief Fund issued through the CARES Act by recognizing a broad range of additional eligible uses. The objective of CSLFRF is to help governments support the families, businesses, and communities hardest hit by the COVID-19 public health emergency.

Eligible state, territorial, metropolitan city, county, and tribal governments may request their allocation of CSLFRF through the Treasury Submission Portal. Eligible local governments classified as nonentitlement units — generally local governments with populations under 50,000 — will receive this funding through their applicable state government.

With the IFR guidance in mind, we recommend you consider the following as you begin to plan how you'll use this funding: (1) eligible uses, (2) ineligible uses, and (3) appropriate planning for spending.

## Eligible uses of CSLFRF



work as well as prospective premium pay for current or ongoing work.

Examples of workers who may qualify for premium pay include:

- Staff at nursing homes, hospitals, and home care settings
- Workers at farms, food production facilities, grocery stores, and restaurants
- Janitors and sanitation workers
- Truck drivers, transit staff, and warehouse workers
- Public health and safety staff
- Childcare workers, educators, and other school staff
- Social service and human services staff

Revenue loss should be used to provide government services to the extent of a reduction in revenue due to the COVID-19 public health emergency. The revenue loss will be measured relative to revenues collected in the most recent full fiscal year prior to the emergency. The IFR provides further guidance and a methodology for this calculation. Note that recipients should look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, this approach is intended to provide a more accurate representation of the effect of the pandemic on overall revenues.

Investments in infrastructure category allows for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.

For water and sewer infrastructure, governments have wide latitude to identify investments that are of the highest priority for their own communities, which may include projects on privately owned infrastructure. The guidance aligns with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency (EPA) Clean Water State Revolving Fund or Drinking Water State Revolving Fund.

For water and sewer infrastructure, governments have wide latitude to identify investments that are of the highest priority for their own communities.

For broadband infrastructure, eligible investments are those designed to provide services meeting adequate speeds and provided to unserved and underserved households and businesses. The IFR offers governments flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

## Ineligible uses of CSLFRF

The ARPA includes two provisions that define the boundaries of the statute's eligible uses. First, ARPA prohibits recipients from using the funds for deposit into a pension fund. A deposit under the Act refers to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the IFR doesn't permit CSLFRF to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient's regular timing for making such payments. It's important to understand that a deposit is distinct from a payroll contribution, which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a predetermined percentage of employees' wages and salaries. Therefore, if an employee's wages and salaries are an eligible use of CSLFRF, governments may treat the employee's covered benefits, including pension, as an eligible use as well.

ARPA prohibits recipients from using the funds for deposit into a pension fund.

Given that the spending period extends to Dec. 31, 2026, projects eligible for CSLFRF can have a lasting impact on communities.

As you consider how to spend your ARPA funds and navigate its complexities, we're here to help. Don't hesitate to reach out.

## RELATED AREAS OF FOCUS

**COVID-19 resource center**

**ARPA and COVID-19 Resource Center for Government**

## RELATED SERVICES

**Single Audit**

## RELATED INDUSTRIES

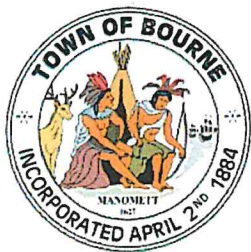
**Government**



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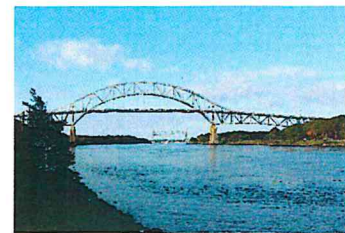


# TOWN OF BOURNE

## Sewer Department

B Buzzards Bay, MA 02532

508.759.0600, Ext. 1307



### **WASTEWATER TREATMENT SYSTEM SEWER RESTRICTIONS**

The wastewater treatment system at this facility has been designed to treat the waste stream generated by the facility and maintain compliance with Local and State regulations. Its biological treatment process is very stable, however, disposal of certain products must be minimized or eliminated completely. Disposal of toxic products will disrupt the treatment process and impact the effluent quality from the system.

#### **DO NOT DUMP THE FOLLOWING PRODUCTS DOWN ANY DRAIN:**

1. Cleaning products containing **AMMONIA** or **BLEACH**.
2. **GASOLINE, KEROSENE**, fuel oils or solids, or any other flammable or explosive solid, liquid or gas.
3. **PAINTS** and **PAINT THINNERS, PAINT REMOVERS** or **STRIPPERS**.
4. **BUG SPRAYS** and **INSECT-KILLERS**, such as 'RAID' or 'OFF.'
5. Gardening chemicals, such as **WEED-KILLERS** or **FERTILIZERS**.
6. Concentrated **HAIR DYES** or **PERM SOLUTIONS**.
7. Fats, oils, greases or waxes.
8. **KITCHEN SCRAPS** that haven't been properly shredded.
9. **SOLID OR VISCOUS SUBSTANCES** such as ash, cinders, sand, mud, hair, plastic or paper products.
10. Excess quantities of any detergent product, such as dish soap, laundry soap, window-cleaning solution, etc.
11. Excess or expired prescription medications or over the counter medications of any type.
12. Storm water, surface water, roof runoff or subsurface drainage.
13. Rubber gloves, gauze pads, syringes or other medical refuse.

In the event that any of these substances go down the drain,  
please call Weston & Sampson at (978) 532-1900.