

**Sewer Commissioners Meeting
Minutes of Thursday, March 28, 2019
Bourne Community Building
Bourne, MA 02532**

.....

TA Guerino
ATA Glenn Cannon

Sewer Commissioners

James Potter, Chairman
Jared MacDonald, Vice - Chairman arrived at 6:35
Judy Froman, Clerk - excused
Peter Meier
George Slade

RECEIVED
2019 JUL 15 PM 3:43
TOWN CLERK BOURNE

All agenda items herein may be subject to a vote by or other action of the Board of Sewer Commissioners

Note this meeting is being televised and recorded. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time – Michael Rausch Bourne Enterprise

Meeting Called to Order

Chm. Potter called the meeting to order at 6:30 pm.

1) Consent Agenda

A. Approval of meeting minutes: None

James Potter said there are no minutes to approve yet. Still waiting for Feb 26th & March 14th minutes.

2) Wareham-Bourne Intermunicipal Agreement

B. Report on discussion with Wareham about IMA & allocation

James Potter said he and Jarred MacDonald had a discussion and came up with an outline. Went to Wareham Sewer Commissioners meeting. We let them know we wanted to work with them, we gave them the outline. We are limited to the 200,000 gallons per day. We are building the 100,000 gallons facility, but we will not see that immediately. We are limited because we have design allocation that we have to keep. This was an idea to create phantom allocation so we can get people in the permitting pipeline going. Wareham may not give us 100,000 gallons, but if we could present them actual businesses and what the projected allocation is per business request, they may be able to allocate it. We structured it as an amendment, so it wouldn't be part of the IMA it would be an amendment to the IMA, and something that could be voted away as we pick up our own capacity along the way. Part of this discussion was they will not see more revenue from Bourne if we can give them more allocation.

②

Wareham-Bourne Intermunicipal Agreement
2019 Amendment (Outline)

3/28/2019

1. The current Intermunicipal agreement allows for up to 200,000 gpd flow from Bourne to the Wareham plant.
2. Bourne is currently investing in a 100,000 gpd package Wastewater plant in Buzzards Bay near the armory and by-pass road. This 100,000 gallons was needed to bring on additional commercial business in Buzzards Bay because the additional design flow would cross the 200,000 gpd.
3. Bourne currently, as metered in actual flow, averages between 94,000-104,000 gpd to the Wareham plant. There are many vacant and demolished structures on Buzzards Bay-Main Street that are not contributing to flow. In the last 20 years, many residents and commercial businesses also have converted to low-flow plumbing fixtures. *What does Wareham say?*
4. Bourne would like to request an amendment to the current IMA, increasing another 100,000 gpd to the Wareham plant. This would allow several commercial development projects that would like to connect to the Bourne system, to get sewer allocation and connect, while also providing revenue to both Bourne and Wareham. This would sunset in 50,000 gpd increments at 5 and 10 years.

How would this work?

If Bourne was able to sign up and build several commercial developments that would use a total of 100,000 gpd overnight, (and that would not happen), Bourne would still be within the 200,000 gpd flow to Wareham. This is because the 200,00 gpd is based on existing design flow to unutilized properties, that will not be redeveloped and sending flow for some time. Other properties have changed uses or just have actual flow readings that are far less than their original design calculation. Bourne needs additional design flow to actually send 'real flow' to Wareham, which benefits both Bourne and Wareham. Bourne's new package plant will come online within a year or so, but that will not change the current design flow numbers to Wareham. The package plant is calculated to take existing Buzzards Bay commercial development first, which will further lower the actual flow to Wareham.

- The 2019 Amendment could be sunsetted as follows:
- 50,000 gpd would sunset in 5 years, and the remaining 50,000 gpd would sunset in 10 years. Within this timeframe it would be incumbent on Bourne to satisfy the 100,000 gpd at the new package plant or an additional plant. The new plant has potential for expansion after several years of monitoring the flows into the leaching beds. There may also be some movement on regional expansion within the 10 year mark with Wareham, which could increase capacity for everyone.

Jared MacDonald said we can't extend our sewer allocation because we are restricted which means we can't bring in the business we want to bring in because we can't give them allocation. We are restricting our business import, which restricts income for both Bourne and Wareham. If we can phantom allocation we could bring more business to Buzzards Bay, which would also bring in more income to Wareham.

Peter Meier spoke about the outflow pipe dumping into the canal, he said he's against it.

James Potter said Wareham does not have allocation to give out, but if there are projects that are stagnant, they may be able to accommodate us on a case by case basis. We are not asking for this to be built into the IMA.

Tom Guerino said when a proposal goes to another elected body, the full elected body would have seen it and voted to authorize it to go to the other town.

3) Wastewater Treatment Facility

C. Wastewater Facility cost discussion and recommendation

James Potter said there was discussion that there would most likely be an additional cost to the budget for the facility, we don't know what the cost is, it hasn't gone to bid. We need to discuss as Sewer Commissioners how we want to go about looking for the additional money.

Tom Guerino went over the Bourne Wastewater budget.

James Potter said we could look at Capital and maybe put off some capital items for a year. There was talk about borrowing for 3 years at 0% and handling it in three years or handling it now if we have a lot of Free Cash.

Mary Jane Mastrangelo spoke about the State Revolving Fund and the SRF Financing.

Jared MacDonald suggested to put together charts of who has what allocation, who gets what allocation, who is connected where. Tom Guerino said we know who is connected because we send out the water bill, and we know who and who hasn't paid betterments. Mr. Guerino said we are going to recommend an article for the difference, for the additional monies that are necessary, we can talk about Capital.

Mary Jane Mastrangelo said the 2.4 million of debt services paid by the sewer users, the town will take the balance. 3,457,123 is the town borrowing obligation; 2,891,123 would be eligible for SRF funding. The number at the end could be borrowed from Free Cash.

George Slade questioned how do we let Town Meeting know this is in their best interest. Tom Guerino said we need a uniformed and agreed upon message, Town Meeting 101 before Town Meeting is another way to let the residents know.

James Potter suggested to take what the non SRF number is and take that this year as the hit so the towns people know that every time we need money we don't ask for it. Mr. Potter suggested items that could be put off for a year could be the carper for the library, \$150,000 from the police network, it should be part of the police budget, the message board, annual dredging, HVAC for the Fire Station. We want to consider options before we go to Town Meeting.

3/27/19 Draft

PROJECT TITLE: Bourne Waste Water Treatment Facility

	Proposed Budget	08/17/18	03/27/19	SRF/EDA	Non-EDA/SRF	EDA
Administration						
Legal Fees	\$4,000	\$4,000	\$4,000			
Owners Project Manager	\$100,000	\$100,000	\$100,000		\$4,000	
Additional Time for oversight			\$75,000		\$100,000	
Advertising, Printing & Copying	\$2,000	\$2,000	\$2,000		\$75,000	
Grant Administration Expenses	\$0	\$0	\$150,000	\$150,000	\$2,000	
Administration Expenses	By Town	By Town	By Town			
Finance Costs/Bonding Costs	By Town	By Town	By Town			
Builden Risk Policy	\$15,000	\$15,000	\$15,000		\$15,000	
Subtotal	\$121,000	\$121,000	\$346,000			
Architecture and Engineering Fees						
Basic Services						
Design Fee	\$350,000	\$455,000	\$455,000		\$455,000	
Construction Administration Fee		\$200,000	\$250,000		\$250,000	
Field Construction Administration			\$50,000		\$50,000	
Additional A&E Expenses						
Additional Design Fees/Reimbursable Expenses	\$10,000	\$10,000	\$10,000		\$10,000	
Cost Estimator (2)	\$0	\$0	\$0			
New Survey and Site Plan	\$25,000	\$25,000	\$25,000		\$25,000	
Civil	\$0	\$0	\$0			
Survey Site Utilities	\$0	\$0	\$0			
Subtotal	\$385,000	\$690,000	\$790,000			
Testing & Commissioning						
Soil Testing and Exploration						
Hazardous Materials Consultant	\$0					
Geotechnical Engineer/Licensed Site Professional	\$0					
Soil Testing and Exploration (Part of KDA Contract)	\$0					
Structural Peer Review	\$0					
Testing Services						
On Site Testing and Inspections	\$15,000	\$15,000	\$15,000		\$15,000	
Commissioning						
Independent Commissioning Agent	\$0					
Subtotal	\$15,000	\$15,000	\$15,000			
Construction Costs						
Construction Cost	\$4,247,000	\$6,356,615	\$7,476,973	\$7,476,973		\$4,247,000.00
Wastewater Field	\$1,002,000	\$630,000	\$630,000		\$630,000	
Contingency	\$788,000					
Permit Fees	Waived	Waived	Waived			
Subtotal	\$6,037,000	\$6,986,615	\$8,106,973			
Site Development						
Utilities						
Utility Company Charges	\$30,000	\$30,000	\$30,000		\$30,000	
Furniture and Equipment						
Furniture, file cabinets, computers, phones, equipment etc	\$5,000	\$5,000	\$5,000		\$5,000	
Subtotal	\$5,000	\$5,000	\$5,000			
Contingency						
Construction Contingency	\$300,000	\$454,130	\$373,849			
Building Contingency (Bid Savings)						
Subtotal	\$300,000	\$454,130	\$373,849			
PROJECT TOTAL	\$6,892,000	\$8,147,615	\$9,692,973			
Previous approved funding	(\$335,000)	(\$6,893,000)	(\$6,893,000)			
FINAL TOTAL PROJECT COST	\$6,558,000	\$1,254,615	\$2,799,973	\$7,626,973	\$2,066,000	\$9,692,973
						\$4,671,700
						50%
\$9,692,973.00	Mass Works				(\$1,500,000.00)	\$2,335,850.00
(\$1,500,000.00)	EDA					
(\$2,335,850.00)	Bonding			(\$2,335,850.00)		
\$5,857,123.00	Bonded not eligible for SRF					
(\$335,000.00)						
\$5,522,123.00	Additional bonding			\$5,291,123.00	\$566,000.00	\$5,857,123.00
						Total Bonding
				(\$2,400,000.00)		
	Sewer					
	Town			\$2,891,123.00	\$566,000.00	\$3,457,123.00

4) Savery Avenue

D. Update on Savery Avenue wastewater system progress

Septage pump records for Savery Avenue

Report of failure: September 27, 2018

DATE:	COMPANY	GALLONS PUMPED	COST
September 27, 2018	Baystate Sewage Disposal	9,400	1,692.00
October 3, 2018	P Valeri Construction	3,200	630.00
October 3, 2018	P Valeri Construction	3,200	630.00
October 3, 2018	P Valeri Construction	3,200	630.00
October 3, 2018	P Valeri Construction	3,200	630.00
October 4, 2018	P Valeri Construction	3,200	630.00
October 8, 2018	P Valeri Construction [Hideaway Village]	1,890	945.00
October 9, 2018	P Valeri Construction	3,200	630.00
October 10, 2018	P Valeri Construction	3,200	630.00
October 10, 2018	P Valeri Construction	3,200	630.00
October 12, 2018	P Valeri Construction	3,200	630.00
October 15, 2018	P Valeri Construction	3,200	630.00
October 18, 2018	P Valeri Construction	3,200	630.00
October 19, 2018	P Valeri Construction	3,200	630.00
October 22, 2018	P Valeri Construction	3,200	630.00
October 25, 2018	P Valeri Construction	3,200	630.00
October 26, 2018	P Valeri Construction	3,200	630.00
October 29, 2018	P Valeri Construction	3,200	630.00
October 31, 2018	P Valeri Construction	3,200	630.00
November 2, 2018	P Valeri Construction	3,200	630.00
November 5, 2018	P Valeri Construction	3,200	630.00
November 7, 2018	P Valeri Construction	3,200	630.00
November 8, 2018	P Valeri Construction	3,200	630.00
November 10, 2018	P Valeri Construction	3,200	630.00
November 12, 2018	P Valeri Construction	3,200	630.00
November 14, 2018	P Valeri Construction	3,200	630.00
November 16, 2018	P Valeri Construction	3,200	630.00
November 19, 2018	P Valeri Construction	3,200	630.00
November 21, 2018	P Valeri Construction	3,200	630.00
November 23, 2018	P Valeri Construction	3,200	440.00
November 26, 2018	P Valeri Construction	2,200	630.00
November 28, 2018	P Valeri Construction	3,200	630.00
November 30, 2018	P Valeri Construction	3,200	630.00
December 3, 2018	P Valeri Construction	3,200	630.00
December 5, 2018	P Valeri Construction	3,200	630.00
December 7, 2018	P Valeri Construction	3,200	630.00
December 7, 2018	P Valeri Construction	3,200	630.00
December 10, 2018	P Valeri Construction	3,200	630.00
December 11, 2018	P Valeri Construction	3,200	630.00
December 14, 2018	P Valeri Construction	3,200	630.00
December 17, 2018	P Valeri Construction	3,200	630.00
December 17, 2018	P Valeri Construction	3,200	630.00
December 19, 2018	P Valeri Construction	3,200	630.00
December 21, 2018	P Valeri Construction	1,500	300.00
December 24, 2018	P Valeri Construction	3,200	630.00
December 26, 2018	P Valeri Construction	3,200	630.00
December 28, 2018	P Valeri Construction	3,200	630.00
December 31, 2018	P Valeri Construction	3,200	630.00

		gallons pumped	Cost
January 2, 2019	P Valeri Construction	3,200	630.00
January 4, 2019	P Valeri Construction	3,200	630.00
January 7, 2019	P Valeri Construction	3,200	630.00
January 9, 2019	P Valeri Construction	3,200	630.00
January 9, 2019	P Valeri Construction	3,200	630.00
January 11, 2019	P Valeri Construction	3,200	630.00
January 14, 2019	P Valeri Construction	3,200	630.00
January 16, 2019	P Valeri Construction	3,200	630.00
January 18, 2019	P Valeri Construction	3,200	630.00
January 23, 2019	P Valeri Construction	3,200	630.00
January 24, 2019	P Valeri Construction	3,200	630.00
January 26, 2019	P Valeri Construction	2,000	400.00
January 26, 2019	P Valeri Construction	3,200	630.00
January 30, 2019	P Valeri Construction	3,200	630.00
February 1, 2019	P Valeri Construction	3,200	630.00
February 2, 2019	P Valeri Construction	3,200	630.00
February 5, 2019	P Valeri Construction	3,200	630.00
February 8, 2019	P Valeri Construction	3,200	630.00
February 9, 2019	P Valeri Construction	3,200	630.00
February 13, 2019	P Valeri Construction	3,200	630.00
February 15, 2019	P Valeri Construction	3,200	630.00
February 18, 2019	P Valeri Construction	3,200	630.00
February 19, 2019	P Valeri Construction	3,200	630.00
February 21, 2019	P Valeri Construction	1,000	210.00
February 25, 2019	P Valeri Construction	3,200	630.00
February 26, 2019	P Valeri Construction	1,200	252.00
March 1, 2019	P Valeri Construction	3,200	630.00
March 1, 2019	P Valeri Construction	3,200	630.00
March 4, 2019	Wing Co., Inc.	3,462.1	657.80
March 6, 2019	Wing Co., Inc.	2,820.8	535.95
March 8, 2019	Wing Co., Inc.	2,409.5	457.81
March 4 - March 8	Wing Co., Inc. / Daily Inspections \$40 day		200.00
March 11, 2019	Wing Co., Inc.	3,833.1	728.29
March 13, 2019	Wing Co., Inc.	2,887.7	546.76
March 15, 2019	Wing Co., Inc.	2,401.5	456.29
March 11 - March 15	Wing Co., Inc. / Daily Inspections \$40 day		200.00
March 18, 2019	Wing Co., Inc.	3,239.7	615.54
March 20, 2019	Wing Co., Inc.	3,637.1	691.05
March 22, 2019	Wing Co., Inc.	2,505.5	476.05
March 18 - March 22	Wing Co., Inc. / Daily Inspections \$40 day		200.00

TOTAL TO DATE

267,187 \$ 53,474.54

George Sala briefly went over the Savery Ave Septic Pump Records.

James Potter went over the Draft operation and maintenance plan and the Draft consent order. The maintenance plan needs to relay into an operational fee that we need to collect and we need to formulate what that need is going to be, take some of these costs into consideration. We are not going to charge the sewer fee on this system. This will be the Municipal Collection System. We will have a Municipal Collection Fee. The fee will cover pumping out, any minor maintenance that has to be done, some exit strategy. Peter Meier questioned if we should wait to hear from the Finance Director.

DRAFT

March 25, 2019

Board of Health - Town of Bourne
 24 Perry Ave.
 Buzzards Bay, MA 02532

**Re: Savery Ave Collection and Disposal System
 Operation & Maintenance Schedule**

The following is a recommended Operation and Maintenance (O&M) schedule for the Town of Bourne onsite disposal system at the abovementioned project site. The following schedule is to implemented upon the issuance of the Certificate of Compliance (CoC) for the upgraded system. All inspections are to be conducted by a Massachusetts Department of Environmental Protection Title 5 Approved System Inspector and witnessed by the Town of Bourne Board of Health

Inspection/Maintenance Schedule	Date of Inspection	Approximate Cost
Septic Inspection 6 months after issuance of CoC	T.B.D.	\$500
Annual Septic Inspection	June 1 st	\$500/inspection
Bi-Annual Water Meter Readings	June 1 st & December 1 st	No Cost
Septic Tank Pump Out/Effluent Filter Service	Odd numbered year upon completion of the annual septic inspection or upon request of the Bourne Board of Health	\$2,730 or (13,000 gallons at \$0.21/gal)
Soil Absorption System Underdrain Pump Out	Per request of the Bourne Board of Health upon completion of the annual septic inspection	\$675 or (3,200 gallons at \$0.21/gal)
Inspection Reports to be submitted to BoH	Within 30 days of Inspection	\$250

The system is to be inspected and/or pumped within 48 hours of the identified dates. System components to be inspected shall include all: sewer manholes, septic tanks, d-boxes, inspection ports and the underdrain manhole. The Bourne Board of Health shall maintain copies of all completed inspection forms, pumping records, and inspection reports. An annual Operation and Maintenance update shall be provided to the Bourne Sewer Commissioners by the Bourne Board of Health with 90 days of the completed annual inspection.

Should you have any questions or require any further information, please call our office at 508-833-0070 or email the undersigned at zac@brackeneng.com.

Sincerely,

BRACKEN ENGINEERING, INC.

Zachary L. Basinski, P.E.
 Project Manager

DRAFT

Savery Ave Component Ownership Form

The Town of Bourne, through its Board of Sewer Commissioners, shall own and maintain the following components of the Savery Ave Sewerage Collection and Disposal System:

- Building sewers/laterals located outside all foundation walls;
- Sewer manholes and conveyance lines,
- Existing and proposed septic tanks and associated effluent filters;
- Proposed distribution boxes (d-boxes);
- Proposed Soil Absorption Field;
- Associated vents and inspection ports, and;
- Proposed underdrain manhole.

Savery Ave Financial Assurance Mechanism

The Town of Bourne, through its Board of Sewer Commissioners, shall establish an enterprise fund for the operation and maintenance of the Savery Ave Sewerage Collection and Disposal System. The fund shall be suitable to support:

- All annual inspections,
- Bi-annual (every two year) septic tank pump outs,
- Potential bi-annual soil absorption field pump outs, and;
- Removal and disposal of all septic components located within the ACOE Easement, placement of suitable fill, site grading and site stabilizations of all disturbed areas with 4" of loam and seed.

Note: The existing Savery Ave sewer collection system may be required to be backfilled with flowable fill and abandoned in place. A separate line item shall be provided, if required.

(4)

TOWN OF BOURNE
BOARD OF HEALTH

DRAFT

In the matter of: Properties belonging to:
"Respondents"

Regarding:
Subject Property

**ADMINISTRATIVE
CONSENT ORDER**

Future Replacement of
the Community
Sewage Disposal
System off Savery
Avenue, Sagamore
Beach

PARTIES

1. The Town of Bourne (the "Town"), acting by and through its Board of Health ("Board"), is a municipal corporation within the Commonwealth of Massachusetts with offices at 24 Perry Avenue, Bourne, MA, 02532.
2. The "Respondents" are the owners of property located at _____ in the Town (the "Property"). Respondent's mailing address is: _____

PURPOSE

3. This Administrative Consent Order ("Consent Order") is entered into under the authority of M.G. L. c.111, §§ 31 and 122, and M.G.L. c.21A, §13, and 310 CMR 15.305.

STATEMENT OF FACTS

4. The Town currently owns and operates a community septic disposal system for Savery Avenue as voted at a Special Town Meeting 10/6/1986, Article 21.
5. The Respondents' Property is located in an area served by this community disposal system.
6. Reference Easement DACW 33-2-88-2, Easement Plan / system location / Expiration.
7. The Respondents currently are connected to the community sewage disposal system on the located within the above identified, which the Board has determined requires an upgrade pursuant to 310 CMR 15.000 (Title 5).
8. The Town intends to upgrade this failed system and operate it until either it fails or October 29, 2037, whichever comes sooner.

CONSENT ORDER**DRAFT**

9. The town proposes to upgrade the existing community septic system for a third and final time. All existing Respondents, currently connected to the system, will be reconnected unless an alternative means of sewage disposal can be provided. All alternative means for disposal must be approved by the Bourne Board of Health by [REDACTED].
10. Respondents connected to the community sewerage disposal system shall immediately commence with an alternative sewerage system design plan to be approved by the Board of Health. The installation of the alternative sewage disposal facility shall be by October 29th, 2034 or within one hundred and twenty (120) days of said notice by the Board of Health, if sooner. Said alternative Title 5 sewerage disposal plan shall be approved by the Board of Health and possibly the Department of Environmental Protection. Such approval by the Board to be obtained at a regularly scheduled meeting. The Respondent shall be disconnected from the existing community subsurface sewage disposal system by October 29th, 2034 or within one hundred twenty (120) days from said notice, if sooner, and complete construction of a sewage disposal facility in accordance with the approved engineered plan.
11. At the time of the execution of this Consent Order, the Respondents shall deposit \$XX,XXX.XX into an insured and interest-bearing account of the Town established and maintained by the Town Treasurer pursuant to G.L. c .44, §53G 1/2 for the purposes stated herein. In the alternative to depositing the full amount as set forth in the preceding sentence, the Respondents shall pay into the fund in 15 yearly installments as follows:
- | | |
|----------|---|
| (XXX.XX) | on the date of the execution of this Consent Order; |
| (XXX.XX) | on or before October 1, 2019; |
| (XXX.XX) | on or before October 1, 2020; |
| (XXX.XX) | on or before October 1, 2021; |
| (XXX.XX) | on or before October 1, 2022; |
| (XXX.XX) | on or before October 1, 2023; |
| (XXX.XX) | on or before October 1, 2024; |
| (XXX.XX) | on or before October 1, 2025; |
| (XXX.XX) | on or before October 1, 2026; |
| (XXX.XX) | on or before October 1, 2027; |
| (XXX.XX) | on or before October 1, 2028; |
| (XXX.XX) | on or before October 1, 2029; |
| (XXX.XX) | on or before October 1, 2030; |
| (XXX.XX) | on or before October 1, 2031; |
| (XXX.XX) | on or before October 1, 2032; |
| (XXX.XX) | on or before October 1, 2033; |
| (XXX.XX) | on or before October 1, 2034; |
12. Failure of the Respondents to make any of the installment payments listed herein shall subject the Respondents to the penalties set forth in Paragraph -19 of this Consent Order.
13. The Respondents agree that such funds shall be applied by the Town to defray or satisfy any assessments or charges levied against the Respondents or the Property to connect to the approved alternative sewerage disposal system, identified under Section 10, as

Funding for the new system

What is this money for?

DRAFT

determined by the Town in accordance with G.L. c.80 and 83.

14. In the event that the Respondents elect to install an alternative sewerage disposal system, in accordance with an approved engineered plan, at any time within the aforesaid fifteen (15) year period, regardless of whether the community disposal system has failed or not failed, upon proof that Respondents have entered into a binding contract to construct an approved alternative sewerage disposal system, the Town shall release a portion of said funds to the Respondents to defray all or a portion of the costs of the installation of a conforming Title 5, or any successor environmental code, alternative subsurface sewage system on the Property in accordance with the engineered plan as approved by the Board and, if necessary, the Department of Environmental Protection. Such approval by the Board to be obtained at a regularly scheduled meeting.
15. Upon the Respondents' fulfillment of the terms of this consent order, all remaining funds shall be returned to Respondents forthwith, together with any interest which has accrued thereon.
16. In the event that the Respondents transfer title to or an interest in the Property to another person at any time during the life of this Consent Order, the new owner(s) shall become subject to the terms and conditions of this Consent Order. Foreclosing mortgagees shall be entitled to all rights and benefits set forth in this Consent Order. The Consent Order shall be recorded in the chain of title to the Property upon execution thereof and shall remain on the title and run with the title to the Property until such time as the Town, acting by and through its Board of Health, certifies compliance with the terms and conditions herein.
17. Within five (5) days of the execution of this Consent Order, the Respondents shall provide to the Board, proof of recording of the Consent Order at the Registry of Deeds or Registry District of the Land Court, as appropriate. The Town may record the Order at the Respondents' expense in the event the Respondents fail to do so.

STIPULATED PENALTIES

18. If any action required by this Consent Order is not completed by the prescribed deadline, the Respondents shall pay to the Town without demand a stipulated penalty of \$500 per day unless said deadline is delayed on account of matters beyond the reasonable control of the Respondents or on account of the Respondents' contractor's inability to meet said deadline. Each day of non-compliance shall constitute a separate violation. Payment of the penalty shall be made by certified check, cashier's check or money order payable to the Town of Bourne and such payment shall be mailed to the Board of Health, 24 Perry Avenue, Bourne, MA 02657. Nothing herein shall limit the authority of the Board of Health or Town to pursue additional enforcement measures, whether legal or equitable, including fines and injunctive relief, to enforce this Consent Order or G.L. c.111, §§31 and 122, G.L. c.21A, §13 and 310 CMR 15.00.

TERMINATION

19. Nothing in this Consent Order is intended to limit or restrict the authority of Board of Health, or any other board, commission or officer of the Town to act in accordance with federal, state and local laws within their jurisdiction, including but not limited to G.L. c.111,

DRAFT

§§31 and 122, G.L. c.21A, §13 and 310 CMR 15.00, and nothing contained herein shall be construed as limiting in any way the authority of the Board of Health to issue such other orders or require such remedial measures as may be necessary, including but not limited to terminating this Consent Order and requiring immediate installation of the alternative system, to abate a threat to public health, safety or the environment caused by the discontinued use of community sewage disposal system.

20. In the event that this Consent Order is terminated by the Board, the Town shall release any funds held by the Town pursuant to this Consent Order to the Respondents, to defray all or a portion of the costs of installation of a conforming Title 5, or any successor environmental code, alternative subsurface sewage system on the Property in accordance with the engineered plan as approved by the Board. Said funds shall be released upon proof that Respondents have entered into a binding contract to construct an approved alternative sewage disposal system.

OTHER PROVISIONS

21. This Consent Order shall apply to and bind the parties, their officers, employees, agents, successors, heirs, assigns and all other persons and entities acting under them.
22. The Respondents voluntarily agree to the terms of this Consent Order.
23. If any term or provisions of this Consent Order or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Consent order of the application thereof shall be valid and enforceable to the fullest extent permitted by law.
24. Each undersigned representative hereby certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf such representative is signing.

Entered into on this _____ day of _____, 2019

Respondents:

Town of Bourne Board of Health

Terri S. Guarino, R.S., C.H.O.
Bourne Board of Health
24 Perry Avenue
Buzzards Bay, MA 02532

COMMONWEALTH OF MASSACHUSETTS

DRAFT

County of Barnstable

On this ____ day of _____, 2019, before me, the undersigned notary public personally appeared Terri S. Guarino proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that she signed it voluntarily for its stated purpose.

Signature of Notary Public_____
Date_____
Print Name of Notary Public_____
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

DRAFT

County of: _____

On this ____ day of _____, 2019, before me, the undersigned notary public personally appeared _____ proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that (he)/(she) signed it voluntarily for its stated purpose.

Signature of Notary Public_____
Date_____
Print Name of Notary Public_____
My Commission Expires:

James Potter said if we pursue betterments for the Capital, anything else would be a fee, because maintenance fee and other fees cannot be a betterment. Maybe at the end the fee takes into consideration 50% of the remediation and the Sewer Enterprise covers the other 50%. Tom Guerino questioned you would have your maintenance cost, annual maintenance/upkeep, labor costs, that goes into the fee structure on an annual basis; what else would go into that. James Potter said we would get an estimate cost, build an escalation into that and take 50% and that is what we would expect for remediation.

Tom Guerino said when we looked at a \$250,00 bill. Over 15 years with 10 users without interest it came out to \$139 a month. If the Board of Sewer Commissioners thought it appropriate to underwrite a piece of the initial capital costs based on fees paid into the

system over years. If it was \$136,000 running that full amount would bring the monthly amount to about \$63. It is a little less than what they are paying now.

James Potter said we have to find a way that it is affordable to the 10-11 people but doesn't dismantle our 1000-person enterprise system.

James Potter confirmed it's not a shared system because shared involves Title V regulation, there are some things we can't meet in Title V. It is a Municipal Collection System. According to the Consent Order item 11 the Respondents are given the option to pay the full amount or pay in 15 yearly installments.

James Potter said at the next meeting we should have the number of respondents and the consent order, and the plans, so we can plug in the numbers. At the next meeting we will vote on the method of how it will get paid for. We can plug in our estimate and send a letter to the homeowners before that meeting, so they can attend the meeting and we will get confirmation on who's in. and who is leaving.

Tom Guerino said the other article is if the Board of Sewer Commissioners choose to utilize some of the Retained Earning money, then that needs to be authorized to be spent. Mary Jane Mastrangelo suggested to have an article to replenish the Reserve Fund in the Sewer Enterprise Fund.

5) Visioning Agenda - Policy

E. Discuss "Draft" Sewer regulation template & revision (on-going)

James Potter said he sent the members the Draft of the Sewer Regulations as a template so we can look it over.

Tom Guerino said we wanted to make sure it was added to allow the Sewer Department to enter the premises, and the timeframe for cleaning out interceptors and grease traps per Board of Health. We wanted to match the Board of Health on cleaning the grease traps.

James Potter said an important thing is when we are permitting sewer in a case where they have a grease trap, they have gotten permission from the Board of Health before they get their sewer connection. We can consider for the future if the homeowner damages the pump they have to replace the pump.

Peter Meier suggested to consult with the Wastewater Advisory Committee, because they may have a reason for the way things were written.

6) Future Sewer Connections

F. Veterinary Cancer Specialist of New England – 50 Cohasset Avenue, Buzzards Bay

G. Change of use from bank to Veterinary Cancer Treatment Office

Tom Guerino said these two have come through Planning Board; the Veterinary Clinic and a company Mr. Fence is looking to perhaps locate on Main Street, the beginning of Scenic Highway. There is a low-pressure sewer line, but it isn't connected.

They haven't come to ask for anything, this is to just let you know what may be coming. The Michienzi development on West Main Street, one of the business has changed from a brewery to a tap room. If the Board of Sewer Commissioners has allocated around 13,000 gallons for the brewery; that developer needs to come back before the Sewer Commissioners because the amount of allocation will not be the same as a brewery converting to a tap room. We have the letter from the Planning Board.

7) Public Comment

8) Adjourn

Voted Peter Meier moved and seconded by Jarred MacDonald to adjourn.
Vote 4-0.

Respectfully submitted – Carole Ellis, secretary.