



Truro Board of Health

Tuesday February 20, 2024 at 4:30 PM

Truro Board of Health Notice of Regular Meeting

Meeting will open at 4:30 PM in the Select Board Chambers at Truro Town Hall on the 2nd floor.
The Truro Town Hall is located at 24 Town Hall Road

This will be a hybrid meeting (in-person and remote access). Citizens in Truro can view the meeting on Channel 8 and on the homepage of the Town of Truro website on the "Truro TV Channel 8" button found under "Helpful Links". Once the meeting has started, click on the green "Watch" button in the upper right of the page. **To join the meeting by phone or to provide comment during the meeting, please call-in toll free at 1-305-224-1968 and enter the following Meeting ID when prompted: Meeting ID: 884 7580 5887** To join this Zoom meeting from your computer, tablet or smartphone enter <https://us02web.zoom.us/j/88475805887> Please note that there may be a slight delay between the meeting and the live-stream (and television broadcast).

If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in; citizens may also provide public comment for this meeting by emailing the Health Agent at ebecbe@truro-ma.gov with your comments.

I. PUBLIC COMMENT *Please note that the Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda*

II. AGENDA ITEMS

1. **Title 5/Local Variance Request:** 258 Rte 6, Christine Avila
2. **Extension Recommendation:** 522 Shore Rd Septic System Inspection Report (4 months)
3. **MOU** :Barnstable County Public Health Excellency Grant
4. **Water Resources Report**

III. MINUTES

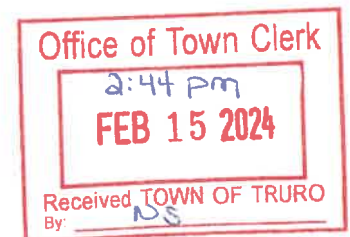
IV. REPORTS

Report of the Chair
Health Agent's Report

5:30 regular meeting adjourn, and ES start time

EXECUTIVE SESSION

The Board of Health will enter into executive session pursuant to G.L. c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body, and not to reconvene in open session .





J.C. ELLIS DESIGN COMPANY, INC.

SEPTIC SYSTEM DESIGN & ENGINEERING – SEPTIC INSPECTION –
SITE PLANNING – WETLAND CONSULTATION & PERMITTING
P.O. BOX 81, NORTH EASTHAM, MA 02651 PHONE 508-240-2220 FAX 508-240-2221
EMAIL jcellisdesign@verizon.net

January 5, 2024

Truro Board of Health
24 Town Hall Road
P.O. Box 2030
Truro, MA 02666

**Re: Variance Requests – Septic System Upgrade
Christine Avila, 258 Route 6, Truro MA, Assessor's Map 46 Parcel 14**

Dear Board,

Christine Avila is proposing an upgrade of the existing cesspools at 258 Route 6. Due to the shape of the lot, location of existing wells and proximity to wetland resource areas (Land Subject to Coastal Storm Flowage), variances are required to install the new septic system:

Specifically, the following 3 variances are sought to install the new septic system.

Truro Board of Health Regulations – Section VI, Article 9

1. Proposed s.a.s. located within 150' of wetland (Land Subject to Coastal Storm Flowage)
(150' required, 105' provided, 45' variance requested)
2. Proposed septic tank located within 100' of wetland (Land Subject to Coastal Storm Flowage)
(100' required, 89' provided, 11' variance requested)

310 CMR 15.248

3. No reserve area provided.

Thank you for your attention to this matter.

Sincerely,


Jason C. Ellis, R.S., L.S.I.T.
J.C. Ellis Design Co., Inc.

Cc: file

HEALTH DEPARTMENT
TOWN OF TRURO

JAN 11 2024

RECEIVED BY:

Fee: \$75.00



APPLICATION FOR BOARD OF HEALTH VARIANCES

Date: January 10, 2024

Property Owner's Name: Christine Avila

Mailing Address: 258 Route 6, Truro MA 02666

Address of Property: 258 Route 6

Map and Parcel Number: Map # 46 Parcel # 14

Design Engineer/Sanitarian Jason C. Ellis R.S.

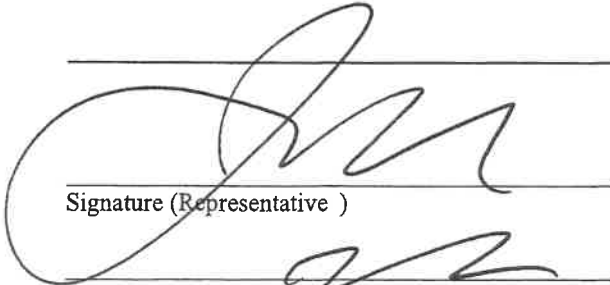
Firm/Company Name: J.C. Ellis Design Co. Inc. Phone #: 508-240-2220

Address: P.O. Box 81, North Eastham, MA 02651

Please check type of variance requested:

Title 5 Variance Request: Section _____

Board of Health Variance Request: Section/Article Section VI, Article 9 (wetland setbacks)



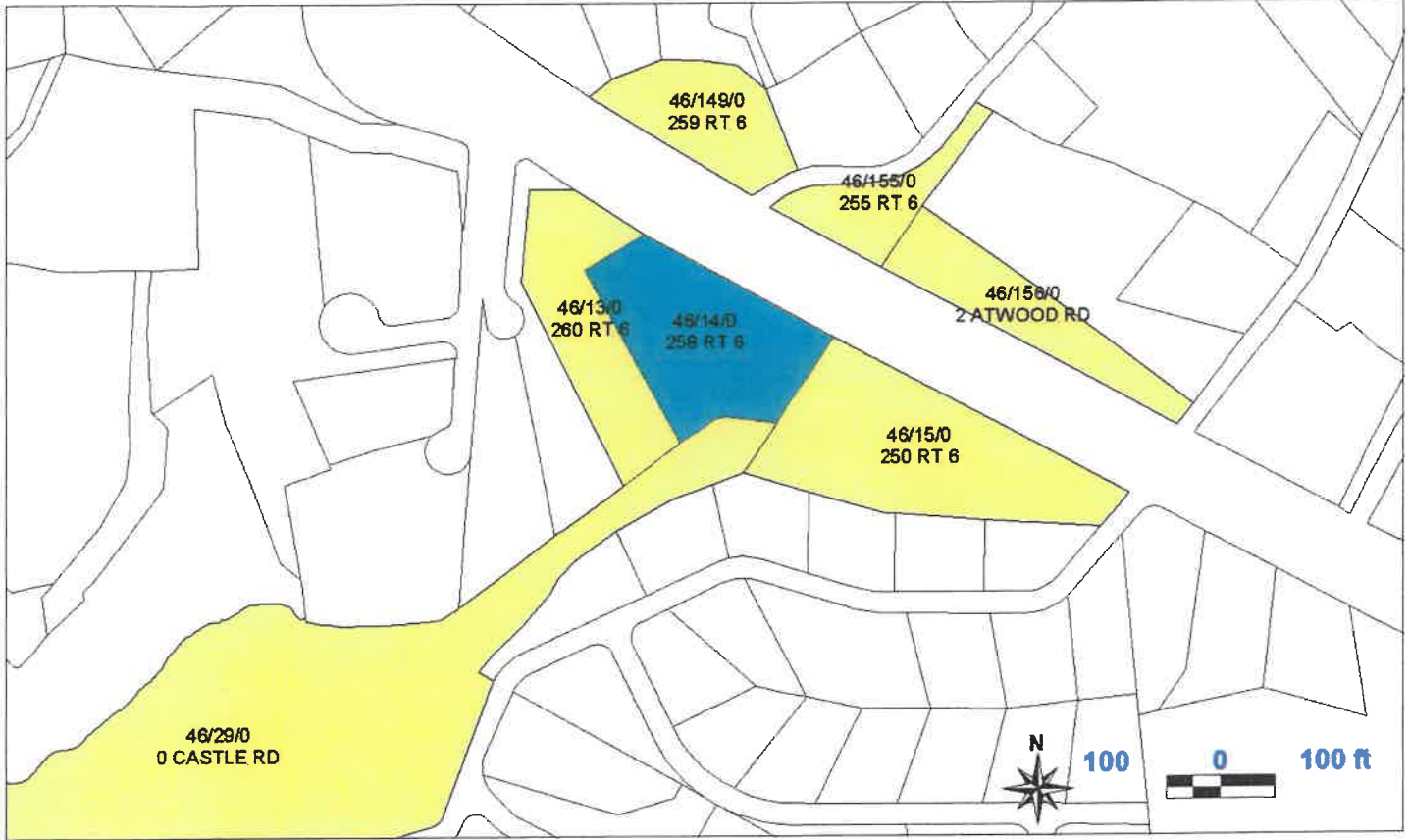
Signature (Representative)

1-10-2024

Date

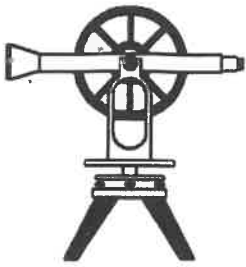
Signature (Property Owner)

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2241	46-13-0-R	GUARNOTTA BRIAN & HEATHER	260 RT 6	62 DUNSTER RD #2	JAMAICA PLAIN	MA	02130
2243	46-15-0-R	PINE VALLEY, LLC MGR. PAUL SOUZA	250 RT 6	PO BOX 835	TRURO	MA	02666
2257	46-29-0-E	TRURO CONSERVATION TRUST TRS: BETSEY BROWN ET AL	0 CASTLE RD	PO BOX 327	NO TRURO	MA	02652-0327
2371	46-149-0-R	EDWARDS NANCY R	259 RT 6	PO BOX 27	TRURO	MA	02666-0027
2377	46-155-0-R	PINE VALLEY, LLC MGR. PAUL SOUZA	255 RT 6	PO BOX 835	TRURO	MA	02666
2378	46-156-0-R	EUSTACE TIMOTHY J	2 ATWOOD RD	453 GOLF AVENUE	MAYWOOD	NJ	07607

Handwritten signature
 1/2/2024



J.C. ELLIS DESIGN COMPANY, INC.

SEPTIC SYSTEM DESIGN & ENGINEERING – SEPTIC INSPECTION –
SITE PLANNING – WETLAND CONSULTATION & PERMITTING
P.O. BOX 81, NORTH EASTHAM, MA 02651 PHONE 508-240-2220 FAX 508-240-2221
EMAIL jcellisdesign@verizon.net

January 5, 2024

**Re: Variance Requests – Septic System Upgrade
Christine Avila, 258 Route 6, Truro MA, Assessor's Map 46 Parcel 14**

Dear Abutter,

Christine Avila is proposing an upgrade of the existing cesspools at 258 Route 6. Due to the shape of the lot, location of existing wells and proximity to wetland resource areas (Land Subject to Coastal Storm Flowage), variances are required to install the new septic system:

Specifically, the following 3 variances are sought to install the new septic system.

Truro Board of Health Regulations – Section VI, Article 9

1. Proposed s.a.s. located within 150' of wetland (Land Subject to Coastal Storm Flowage)
(150' required, 105' provided, 45' variance requested)
2. Proposed septic tank located within 100' of wetland (Land Subject to Coastal Storm Flowage)
(100' required, 89' provided, 11' variance requested)

310 CMR 15.248

3. No reserve area provided.

The Truro Board of Health will hold a public hearing to consider these variance requests on Tuesday, February 6, 2024, at 4:30 p.m. in the Selectmen's meeting room in Truro Town Hall, located at 24 Town Hall Road. If you are interested in attending the hearing, please confirm the hearing date, time and location with the Truro Health Department at 508-349-7004, ext. 32.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason C. Ellis', written over a white background.

Jason C. Ellis, R.S., L.S.I.T.
J.C. Ellis Design Co., Inc.

Cc: file

VARIANCE REQUESTS:

TRURO BOARD OF HEALTH REGULATIONS:
SECTION VI - ARTICLE 9

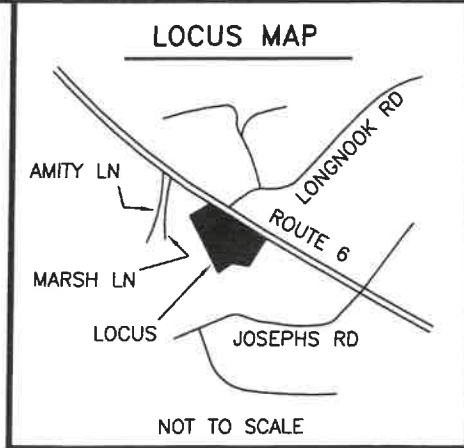
1. PROPOSED S.A.S. LOCATED WITHIN 150' OF WETLAND (L.S.T.C.S.F.) (150' REQUIRED, 105' PROVIDED, 45' VARIANCE REQUESTED)
2. SEPTIC TANK LOCATED WITHIN 100' OF WETLAND (L.S.T.C.S.F.) (100' REQUIRED, 89' PROVIDED, 11' VARIANCE REQUESTED)
3. NO RESERVE AREA PROVIDED

BENCHMARK
TOP OF CONC. BOUND
EL. 39.85' N.A.V.D.88

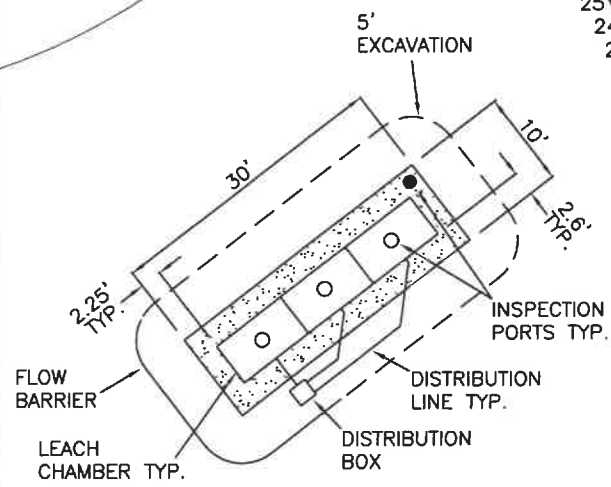
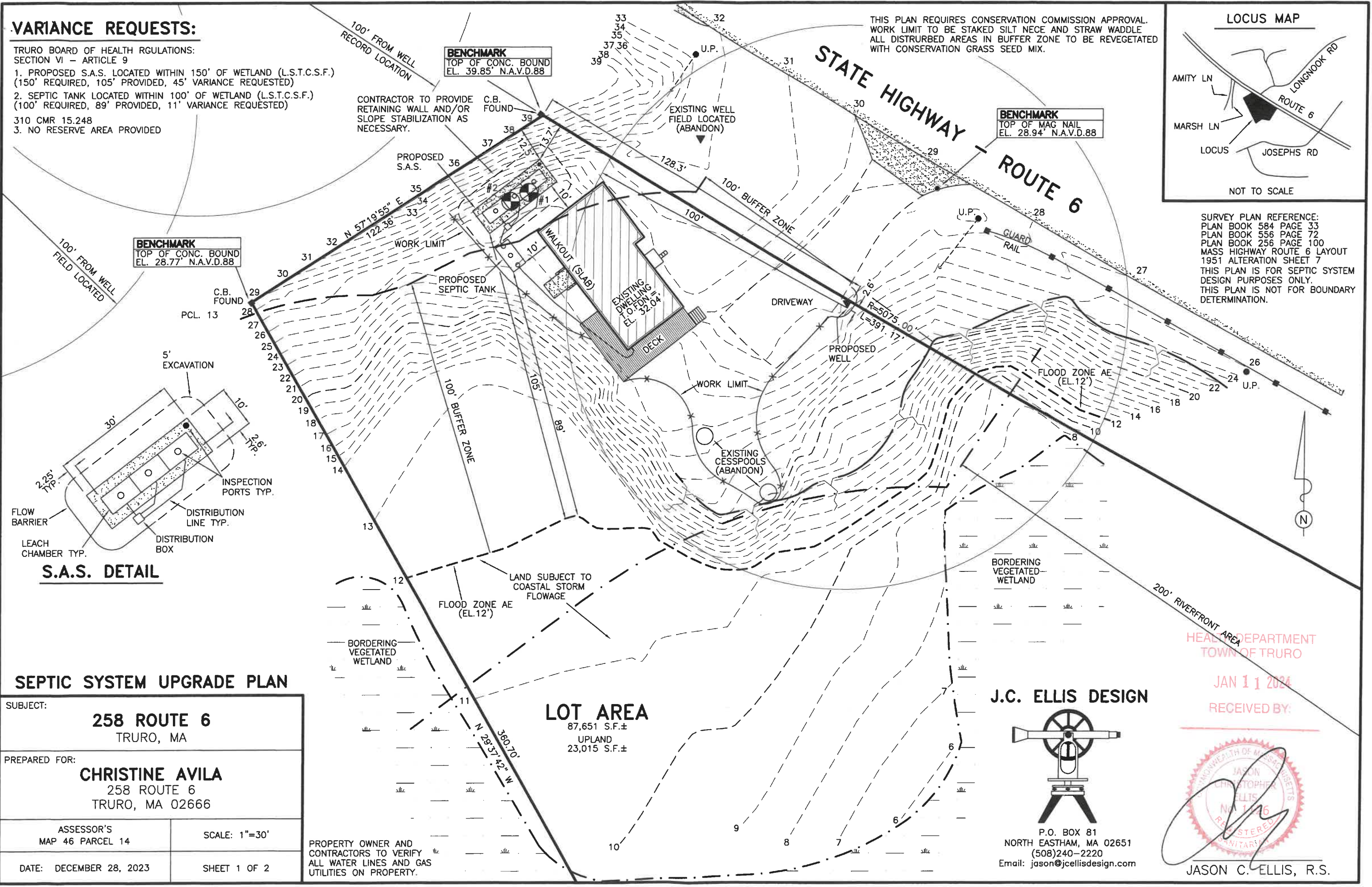
BENCHMARK
TOP OF MAG NAIL
EL. 28.94' N.A.V.D.88

BENCHMARK
TOP OF CONC. BOUND
EL. 28.77' N.A.V.D.88

THIS PLAN REQUIRES CONSERVATION COMMISSION APPROVAL.
WORK LIMIT TO BE STAKED SILT NECE AND STRAW WADDLE
ALL DISTRUBED AREAS IN BUFFER ZONE TO BE REVEGETATED
WITH CONSERVATION GRASS SEED MIX.



SURVEY PLAN REFERENCE:
PLAN BOOK 584 PAGE 33
PLAN BOOK 556 PAGE 72
PLAN BOOK 256 PAGE 100
MASS HIGHWAY ROUTE 6 LAYOUT
1951 ALTERATION SHEET 7
THIS PLAN IS FOR SEPTIC SYSTEM
DESIGN PURPOSES ONLY.
THIS PLAN IS NOT FOR BOUNDARY
DETERMINATION.



S.A.S. DETAIL

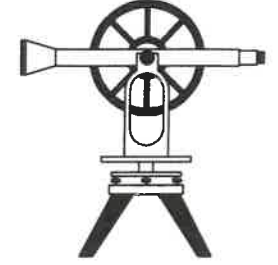
SEPTIC SYSTEM UPGRADE PLAN

SUBJECT:		258 ROUTE 6 TRURO, MA	
PREPARED FOR:		CHRISTINE AVILA 258 ROUTE 6 TRURO, MA 02666	
ASSESSOR'S MAP 46 PARCEL 14	SCALE: 1"=30'		
DATE: DECEMBER 28, 2023	SHEET 1 OF 2		

LOT AREA
87,651 S.F.±
UPLAND
23,015 S.F.±

PROPERTY OWNER AND
CONTRACTORS TO VERIFY
ALL WATER LINES AND GAS
UTILITIES ON PROPERTY.

J.C. ELLIS DESIGN



P.O. BOX 81
NORTH EASTHAM, MA 02651
(508)240-2220
Email: jason@jcellisdesign.com

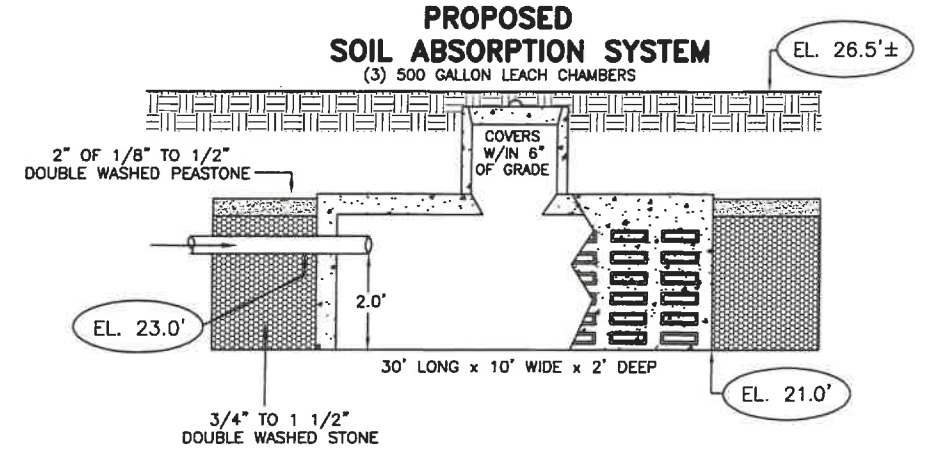
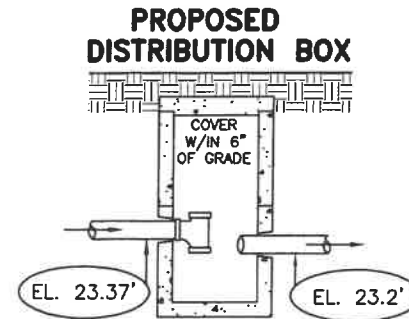
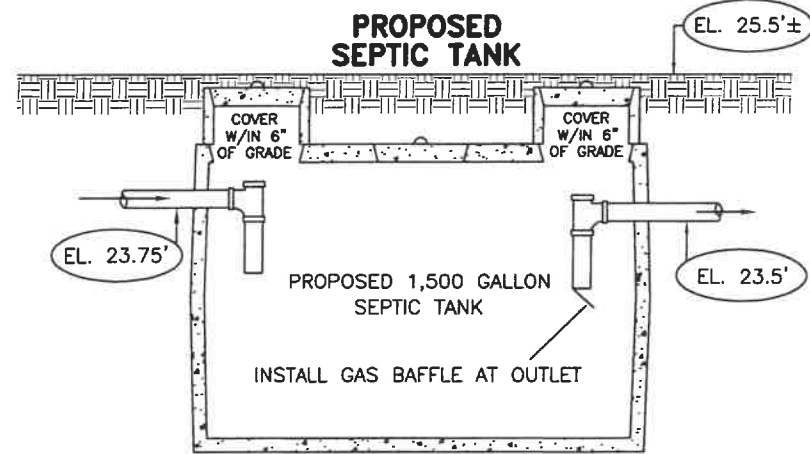
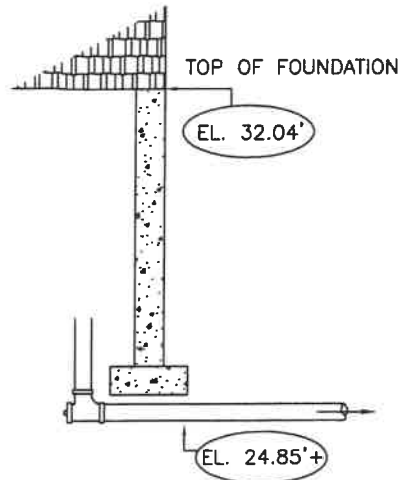
HEALTH DEPARTMENT
TOWN OF TRURO
JAN 1 1 2024
RECEIVED BY:



JASON C. ELLIS, R.S.

SECTION DETAIL - COMPONENTS

NOT TO SCALE



DESIGN CALCULATIONS

FLOW RATE:

2 BEDROOM DWELLING = 220 G/P/D REQUIRED
(110 G/P/D PER BEDROOM x 2 BEDROOMS)
NO GARBAGE GRINDER ALLOWED

PROPOSED SEPTIC TANK:

220 G/P/D x 2 = 440 G/P/D REQUIRED
USE 1500 GALLON SEPTIC TANK

PROPOSED SOIL ABSORPTION SYSTEM:

PERC RATE = <2 MIN/IN - CLASS I SOIL
SIDEWALL = (30 + 10)(2)(2) = 160 S.F.
BOTTOM: (30)(10) = 300 S.F.
(160 + 300)(0.74) = 340.4 G/P/D PROVIDED
USE: (3) 500 GALLON LEACH CHAMBERS W/ STONE
AS SHOWN IN DETAIL.

NOTES

1. ALL PRECAST COMPONENTS TO BE H-10 RATED. ALL COMPONENTS WITH ANY ANTICIPATED VEHICULAR TRAFFIC TO BE H-20 RATED.
2. ELEVATION DATUM IS FROM NAVD 1988.
3. MUNICIPAL WATER IS NOT AVAILABLE.
4. ALL CONSTRUCTION TO CONFORM WITH 310 CMR 15.000 AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.
5. INSTALLER/CONTRACTOR TO REVIEW & VERIFY ALL ELEVATIONS AND DETAILS AND REPORT ANY DISCREPANCIES TO DESIGNER PRIOR TO CONSTRUCTION OR ASSUME ALL RESPONSIBILITY.
6. INSTALLER/CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SAFE WORK AREA, VERIFYING ALL UTILITIES AND NOTIFYING DIG SAFE PRIOR TO CONSTRUCTION.
7. ANY CHANGES TO OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED IN WRITING BY J.C. ELLIS DESIGN CO. AND BOARD OF HEALTH.
8. FINISH COVER OVER COMPONENTS IS NOT TO EXCEED 3' PER 310 CMR 15.000.
9. ALL ABANDONED SEPTIC SYSTEM COMPONENTS TO BE PUMPED DRY AND FILLED WITH CLEAN SAND OR REMOVED AND REPLACED WITH CLEAN SAND.
10. ALL COMPONENTS TO BE PROVIDED WITH WATERTIGHT ACCESS PORTS WITHIN 6" OF FINISH GRADE.
11. ALL SEPTIC TANKS, DISTRIBUTION BOXES AND PIPING TO BE INSTALLED WATERTIGHT.
12. NO KNOWN WELLS EXIST WITHIN 100' OF PROPOSED LEACH AREA. NO KNOWN LEACH AREAS EXIST WITHIN 100' OF PROPOSED WELL.
13. THIS IS NOT A CERTIFIED PLOT PLAN AND UNDER NO CIRCUMSTANCES IS THIS PLAN TO BE USED FOR BUILDING OR ZONING PURPOSES.
14. LEACH AREA TO BE PROVIDED WITH AT LEAST ONE INSPECTION PORT CONSISTING OF A PERFORATED FOUR INCH PIPE PLACED VERTICALLY DOWN INTO THE STONE TO THE NATURALLY OCCURRING SOIL OR SAND FILL BELOW THE STONE. THE PIPE SHALL BE CAPPED WITH A SCREW TYPE CAP AND ACCESSIBLE WITHIN 3" OF GRADE.
15. CONTRACTOR TO TAKE ALL MEANS NECESSARY (PERFORM FLUSH TESTS ETC.) TO LOCATE AND VERIFY ALL EXISTING BUILDING SEWERS PRIOR TO CONSTRUCTION. ALL EXISTING BUILDING SEWERS TO BE CHANGED, ONLY IF NECESSARY, TO LOCATION AND ELEVATION SPECIFIED.
16. EXCAVATE ALL UNSUITABLE SOIL, ONLY AS NECESSARY, 5' AROUND AND UNDER S.A.S. DOWN TO C LAYER AND REPLACE WITH CLEAN MEDIUM SAND.
17. INSTALL FLOW BARRIER AS SHOWN AROUND S.A.S. FROM EL. 24.5' DOWN TO EL. 22.0'.
18. CONTRACTOR TO TAKE ALL MEANS NECESSARY, (USE SHORING, ETC.) TO ENSURE THAT NO DAMAGE OCCURS TO ADJACENT PROPERTY AND EXISTING STRUCTURES.

DEEP HOLE DATA

PERFORMED BY: JASON C. ELLIS, R.S., S.E.
WITNESSED BY: COURTNEY WARREN, TRURO BOH
TEST DATE: DECEMBER 28, 2023

#1		#2	
DEPTH	ELEV.	DEPTH	ELEV.
0.00'	26.8'	0.00'	26.6'
0.83'	25.97'	0.83'	25.77'
2.0'	24.8'	2.33'	24.27'
10.0'	16.8'	10.0'	16.6'
NO WATER ENCOUNTERED		NO WATER ENCOUNTERED	

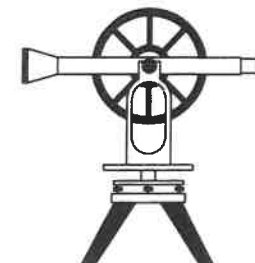
JAN 11 2024

RECEIVED BY:

SEPTIC SYSTEM UPGRADE PLAN

SUBJECT:	
258 ROUTE 6 TRURO, MA	
PREPARED FOR:	
CHRISTINE AVILA 258 ROUTE 6 TRURO, MA 02666	
ASSESSOR'S	
MAP 46 PARCEL 14	
DATE: DECEMBER 28, 2023	SHEET 2 OF 2

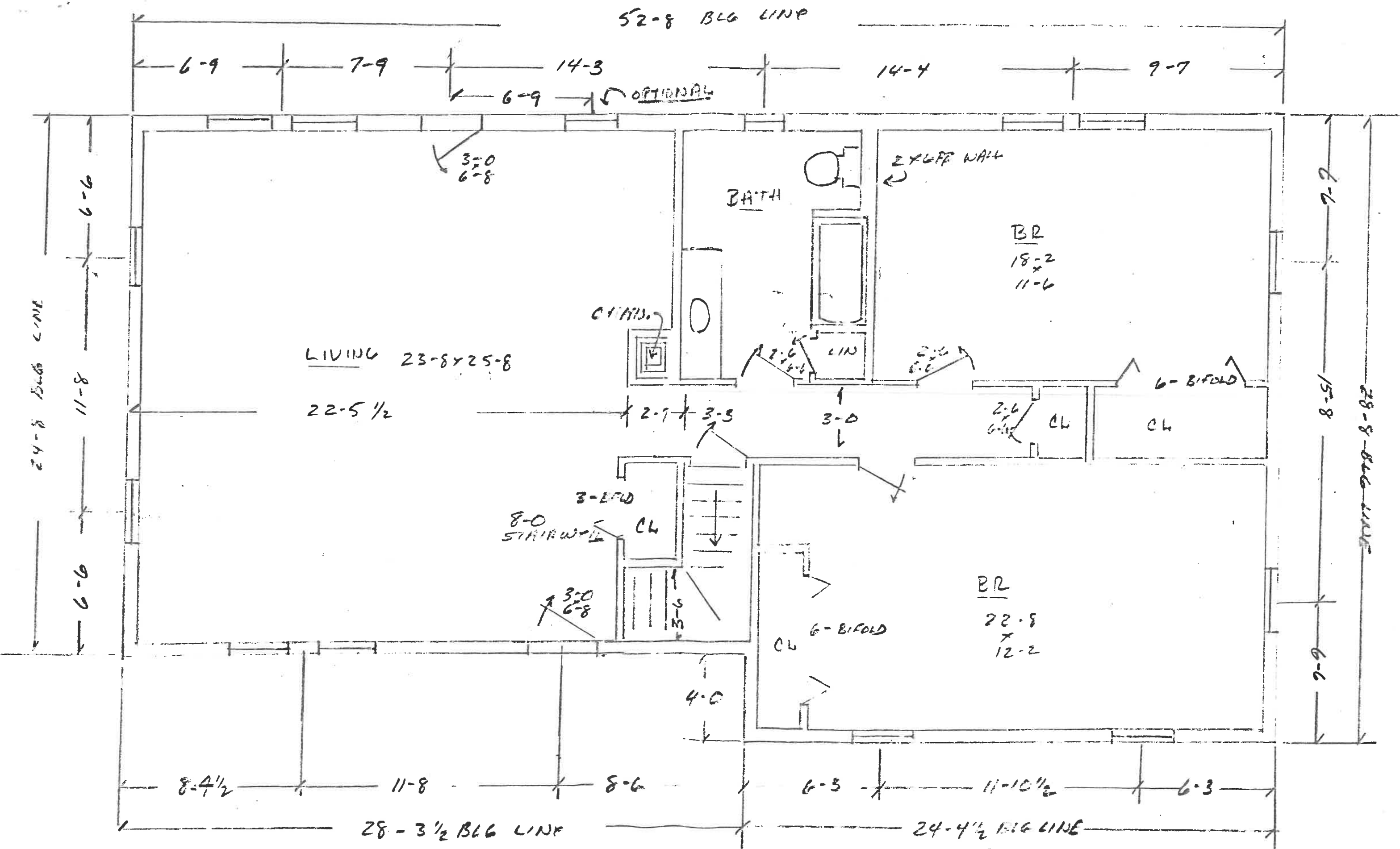
J.C. ELLIS DESIGN



P.O. BOX 81
NORTH EASTHAM, MA 02651
(508)240-2220
Email: jason@jcellisdesign.com



JASON C. ELLIS, R.S.





Title 5 Official Inspection Form

Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

HEALTH DEPARTMENT
TOWN OF TRURO

MAR 04 2021

RECEIVED BY:

✓
AD

MAP 07, PARCEL 08, 522 SHORE ROAD

Property Address

THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10

Owner's Name

NORTH TRURO

MA

02652

02/13/2021

City/Town

State

Zip Code

Date of Inspection

Owner information is required for every page.

Inspection results must be submitted on this form. Inspection forms may not be altered in any way. Please see completeness checklist at the end of the form.

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. General Information

1. Inspector:

CHRISTOPHER R. LUCY

Name of Inspector

Company Name

16 GLACIER DRIVE, P O BOX 944

Company Address

TRURO

MA

02666

City/Town

State

Zip Code

508-349-1810

SI3864

Telephone Number

License Number

B. Certification

I certify that I have personally inspected the sewage disposal system at this address and that the information reported below is true, accurate and complete as of the time of the inspection. The inspection was performed based on my training and experience in the proper function and maintenance of on site sewage disposal systems. I am a DEP approved system inspector pursuant to Section 15.340 of Title 5 (310 CMR 15.000). The system:

Passes

Conditionally Passes

Fails

Needs Further Evaluation by the Local Approving Authority

Inspector's Signature

FEBRUAR 24, 2021

Date

The system inspector shall submit a copy of this inspection report to the Approving Authority (Board of Health or DEP) within 30 days of completing this inspection. If the system is a shared system or has a design flow of 10,000 gpd or greater, the inspector and the system owner shall submit the report to the appropriate regional office of the DEP. The original should be sent to the system owner and copies sent to the buyer, if applicable, and the approving authority.

****This report only describes conditions at the time of inspection and under the conditions of use at that time. This inspection does not address how the system will perform in the future under the same or different conditions of use.



Commonwealth of Massachusetts

Title 5 Official Inspection Form

Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

MAP 07, PARCEL 08, 522 SHORE ROAD

Property Address

THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10

Owner's Name

NORTH TRURO

MA

02652

02/13/2021

City/Town

State

Zip Code

Date of Inspection

Owner information is required for every page.

B. Certification (cont.)

Inspection Summary: Check A,B,C,D or E / *always* complete all of Section D

A) System Passes:

I have not found any information which indicates that any of the failure criteria described in 310 CMR 15.303 or in 310 CMR 15.304 exist. Any failure criteria not evaluated are indicated below.

Comments:

NO PROBLEMS

B) System Conditionally Passes:

One or more system components as described in the "Conditional Pass" section need to be replaced or repaired. The system, upon completion of the replacement or repair, as approved by the Board of Health, will pass.

Check the box for "yes", "no" or "not determined" (Y, N, ND) for the following statements. If "not determined," please explain.

The septic tank is metal and over 20 years old* or the septic tank (whether metal or not) is structurally unsound, exhibits substantial infiltration or exfiltration or tank failure is imminent. System will pass inspection if the existing tank is replaced with a complying septic tank as approved by the Board of Health.

* A metal septic tank will pass inspection if it is structurally sound, not leaking and if a Certificate of Compliance indicating that the tank is less than 20 years old is available.

Y N ND (Explain below):



Commonwealth of Massachusetts
Title 5 Official Inspection Form
 Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

MAP 07, PARCEL 08, 522 SHORE ROAD

Property Address

THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10

Owner's Name

NORTH TRURO

City/Town

MA
State

02652
Zip Code

02/13/2021
Date of Inspection

Owner information is required for every page.

B. Certification (cont.)

- Pump Chamber pumps/alarms not operational. System will pass with Board of Health approval if pumps/alarms are repaired.

B) System Conditionally Passes (cont.):

- Observation of sewage backup or break out or high static water level in the distribution box due to broken or obstructed pipe(s) or due to a broken, settled or uneven distribution box. System will pass inspection if (with approval of Board of Health):

- broken pipe(s) are replaced Y N ND (Explain below):
- obstruction is removed Y N ND (Explain below):
- distribution box is leveled or replaced Y N ND (Explain below):

- The system required pumping more than 4 times a year due to broken or obstructed pipe(s). The system will pass inspection if (with approval of the Board of Health):

- broken pipe(s) are replaced Y N ND (Explain below):
- obstruction is removed Y N ND (Explain below):

C) Further Evaluation is Required by the Board of Health:

- Conditions exist which require further evaluation by the Board of Health in order to determine if the system is failing to protect public health, safety or the environment.

1. System will pass unless Board of Health determines in accordance with 310 CMR 15.303(1)(b) that the system is not functioning in a manner which will protect public health, safety and the environment:

- Cesspool or privy is within 50 feet of a surface water
- Cesspool or privy is within 50 feet of a bordering vegetated wetland or a salt marsh



Commonwealth of Massachusetts

Title 5 Official Inspection Form

Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

MAP 07, PARCEL 08, 522 SHORE ROAD

Property Address

THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10

Owner's Name

NORTH TRURO

City/Town

MA

State

02652

Zip Code

02/13/2021

Date of Inspection

Owner information is required for every page.

B. Certification (cont.)

2. System will fail unless the Board of Health (and Public Water Supplier, if any) determines that the system is functioning in a manner that protects the public health, safety and environment:

- Four checkbox options regarding septic tank and SAS placement relative to surface water supply, public water supply, and private water supply well.

Method used to determine distance:

** This system passes if the well water analysis, performed at a DEP certified laboratory, for fecal coliform bacteria indicates absent and the presence of ammonia nitrogen and nitrate nitrogen is equal to or less than 5 ppm, provided that no other failure criteria are triggered. A copy of the analysis must be attached to this form.

3. Other:

Four horizontal lines for additional information.

D) System Failure Criteria Applicable to All Systems:

You must indicate "Yes" or "No" to each of the following for all inspections:

- Table with 2 columns: Yes, No. Four rows of failure criteria with checkboxes.



Commonwealth of Massachusetts

Title 5 Official Inspection Form

Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

MAP 07, PARCEL 08, 522 SHORE ROAD

Property Address

THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10

Owner's Name

NORTH TRURO

MA

State

02652

Zip Code

02/13/2021

Date of Inspection

City/Town

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B. Certification (cont.)

- Yes No Required pumping more than 4 times in the last year NOT due to clogged or obstructed pipe(s). Number of times pumped: _____. Any portion of the SAS, cesspool or privy is below high ground water elevation. Any portion of cesspool or privy is within 100 feet of a surface water supply or tributary to a surface water supply. Any portion of a cesspool or privy is within a Zone 1 of a public well. Any portion of a cesspool or privy is within 50 feet of a private water supply well. Any portion of a cesspool or privy is less than 100 feet but greater than 50 feet from a private water supply well with no acceptable water quality analysis. [This system passes if the well water analysis, performed at a DEP certified laboratory, for fecal coliform bacteria indicates absent and the presence of ammonia nitrogen and nitrate nitrogen is equal to or less than 5 ppm, provided that no other failure criteria are triggered. A copy of the analysis and chain of custody must be attached to this form.] The system is a cesspool serving a facility with a design flow of 2000gpd-10,000gpd. The system fails. I have determined that one or more of the above failure criteria exist as described in 310 CMR 15.303, therefore the system fails. The system owner should contact the Board of Health to determine what will be necessary to correct the failure.

E) Large Systems: To be considered a large system the system must serve a facility with a design flow of 10,000 gpd to 15,000 gpd.

For large systems, you must indicate either "yes" or "no" to each of the following, in addition to the questions in Section D.

- Yes No the system is within 400 feet of a surface drinking water supply the system is within 200 feet of a tributary to a surface drinking water supply the system is located in a nitrogen sensitive area (Interim Wellhead Protection Area - IWPA) or a mapped Zone II of a public water supply well

If you have answered "yes" to any question in Section E the system is considered a significant threat, or answered "yes" in Section D above the large system has failed. The owner or operator of any large system considered a significant threat under Section E or failed under Section D shall upgrade the system in accordance with 310 CMR 15.304. The system owner should contact the appropriate regional office of the Department.



Title 5 Official Inspection Form

Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

MAP 07, PARCEL 08, 522 SHORE ROAD

Property Address

THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10

Owner's Name

NORTH TRURO

City/Town

MA

State

02652

Zip Code

02/13/2021

Date of Inspection

Owner information is required for every page.

C. Checklist

Check if the following have been done. You **must** indicate "yes" or "no" as to each of the following:

- | Yes | No | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pumping information was provided by the owner, occupant, or Board of Health |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Were any of the system components pumped out in the previous two weeks? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the system received normal flows in the previous two week period? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have large volumes of water been introduced to the system recently or as part of this inspection? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Were as built plans of the system obtained and examined? (If they were not available note as N/A) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the facility or dwelling inspected for signs of sewage back up? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the site inspected for signs of break out? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Were all system components, excluding the SAS, located on site? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Were the septic tank manholes uncovered, opened, and the interior of the tank inspected for the condition of the baffles or tees, material of construction, dimensions, depth of liquid, depth of sludge and depth of scum? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Was the facility owner (and occupants if different from owner) provided with information on the proper maintenance of subsurface sewage disposal systems? The size and location of the Soil Absorption System (SAS) on the site has been determined based on: |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Existing information. For example, a plan at the Board of Health. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Determined in the field (if any of the failure criteria related to Part C is at issue approximation of distance is unacceptable) [310 CMR 15.302(5)] |

D. System Information

Residential Flow Conditions:

Number of bedrooms (design): 5 Number of bedrooms (actual): 5

DESIGN flow based on 310 CMR 15.203 (for example: 110 gpd x # of bedrooms): 550 GPD



Commonwealth of Massachusetts
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 Subsurface Sewage Disposal System Form - Not for Voluntary Assessments

Owner information is required for every page.

MAP 07, PARCEL 08, 522 SHORE ROAD
 Property Address
 THE SUTTON PLACE CONDOMINIUM, SYSTEM #5, UNITS 9 & 10
 Owner's Name
 NORTH TRURO
 City/Town
 MA State 02652 Zip Code 02/13/2021 Date of Inspection

D. System Information

Description:
 2 SEPARATE UNITS, 1 BEDROOM AND 4 BEDROOMS

Number of current residents: VARIES

Does residence have a garbage grinder? Yes No

Is laundry on a separate sewage system? (Include laundry system inspection information in this report.) Yes No

Laundry system inspected? Yes No

Seasonal use? Yes No

Water meter readings, if available (last 2 years usage (gpd)):
 2020 - 214 GPD
 2019 - 80 GPD

Detail:

Sump pump? Yes No

Last date of occupancy: FALL 2020
 Date

Commercial/Industrial Flow Conditions:

Type of Establishment: _____

Design flow (based on 310 CMR 15.203): _____
 Gallons per day (gpd)

Basis of design flow (seats/persons/sq.ft., etc.): _____

Grease trap present? Yes No

Industrial waste holding tank present? Yes No

Non-sanitary waste discharged to the Title 5 system? Yes No

Water meter readings, if available: _____



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MAP 07, PARCEL 08, 522 SHORE ROAD

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Owner's Name

NORTH TRURO

City/Town

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State

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02/13/2021

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D. System Information (cont.)

Last date of occupancy/use:

Date

Other (describe below):

General Information

Pumping Records:

Source of information:

BOH, 2018

Was system pumped as part of the inspection?

Yes No

If yes, volume pumped:

gallons

How was quantity pumped determined?

Reason for pumping:

Type of System:

- Septic tank, distribution box, soil absorption system
- Single cesspool
- Overflow cesspool
- Privy
- Shared system (yes or no) (if yes, attach previous inspection records, if any)
- Innovative/Alternative technology. Attach a copy of the current operation and maintenance contract (to be obtained from system owner) and a copy of latest inspection of the I/A system by system operator under contract
- Tight tank. Attach a copy of the DEP approval.
- Other (describe):

PUMP TANK/DOSING SYSTEM



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D. System Information (cont.)

Approximate age of all components, date installed (if known) and source of information:
 INSTALLED AS UPGRADE MAY 2012

Were sewage odors detected when arriving at the site? Yes No

Building Sewer (locate on site plan):

Depth below grade: 1
 feet

Material of construction:

cast iron 40 PVC other (explain): _____

Distance from private water supply well or suction line: _____
 feet

Comments (on condition of joints, venting, evidence of leakage, etc.):

NO SIGNS OF FAILURE AT ANY OF THE UNITS

Septic Tank (locate on site plan):

Depth below grade: 1.5
 feet

Material of construction:

concrete metal fiberglass polyethylene other (explain)

If tank is metal, list age: _____
 years

Is age confirmed by a Certificate of Compliance? (attach a copy of certificate) Yes No

Dimensions: 10"6" X 5'8", 1500 GAL H-20

Sludge depth: 6"



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D. System Information (cont.)

Septic Tank (cont.)

Distance from top of sludge to bottom of outlet tee or baffle

28"

Scum thickness

1"

Distance from top of scum to top of outlet tee or baffle

6"

Distance from bottom of scum to bottom of outlet tee or baffle

13"

How were dimensions determined?

ROD & PROBE

Comments (on pumping recommendations, inlet and outlet tee or baffle condition, structural integrity, liquid levels as related to outlet invert, evidence of leakage, etc.):

METAL COVERS TO GRADE, TEES IN PLACE, 1500 SEPTIC TANK, NO SIGNS OF BACKUP OR FAILURE, GOOD CONDITION, OUTLET FILTER SHOULD BE MAINTAINED REGULARLY, REMOVED, RINSED AND REPLACED

Grease Trap (locate on site plan):

Depth below grade:

feet

Material of construction:

concrete

metal

fiberglass

polyethylene

other (explain):

Dimensions:

Scum thickness

Distance from top of scum to top of outlet tee or baffle

Distance from bottom of scum to bottom of outlet tee or baffle

Date of last pumping:

Date



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D. System Information (cont.)

Comments (on pumping recommendations, inlet and outlet tee or baffle condition, structural integrity, liquid levels as related to outlet invert, evidence of leakage, etc.):

Tight or Holding Tank (tank must be pumped at time of inspection) (locate on site plan):

Depth below grade: _____

Material of construction:

concrete metal fiberglass polyethylene other (explain):

Dimensions: _____

Capacity: _____ gallons

Design Flow: _____ gallons per day

Alarm present: Yes No

Alarm level: _____ Alarm in working order: Yes No

Date of last pumping: _____ Date

Comments (condition of alarm and float switches, etc.):

* Attach copy of current pumping contract (required). Is copy attached? Yes No



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D. System Information (cont.)

Distribution Box (if present must be opened) (locate on site plan):

Depth of liquid level above outlet invert

N/A

Comments (note if box is level and distribution to outlets equal, any evidence of solids carryover, any evidence of leakage into or out of box, etc.):

DOSING SYSTEM

Pump Chamber (locate on site plan):

Pumps in working order:

Yes No*

Alarms in working order:

Yes No*

Comments (note condition of pump chamber, condition of pumps and appurtenances, etc.):

METAL COVER TO GRADE, 1000 GAL PUMP TANK, EVERYTHING IN WORKING ORDER, NO SIGNS OF CARRYOVER, GOOD CONDITION, INLET FILTER SHOULD BE MAINTAINED REGULARLY

* If pumps or alarms are not in working order, system is a conditional pass.

Soil Absorption System (SAS) (locate on site plan, excavation not required):

If SAS not located, explain why:



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D. System Information (cont.)

Type:

- leaching pits number: _____
- leaching chambers number: _____
- leaching galleries number: _____
- leaching trenches number, length: _____
- leaching fields number, dimensions: 30' X 25'
- overflow cesspool number: _____
- innovative/alternative system

Type/name of technology: _____

Comments (note condition of soil, signs of hydraulic failure, level of ponding, damp soil, condition of vegetation, etc.):

PRESSURE DOSING SYSTEM FOR LEACHING AREA, 30' X 25' X .5' DEEP, NOT EXCAVATED, NO SIGNS OF FAILURE OF BREAKOUT

Cesspools (cesspool must be pumped as part of inspection) (locate on site plan):

Number and configuration _____

Depth – top of liquid to inlet invert _____

Depth of solids layer _____

Depth of scum layer _____

Dimensions of cesspool _____

Materials of construction _____

Indication of groundwater inflow Yes No



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D. System Information (cont.)

Comments (note condition of soil, signs of hydraulic failure, level of ponding, condition of vegetation, etc.):

Privy (locate on site plan):

Materials of construction:

Dimensions

Depth of solids

Comments (note condition of soil, signs of hydraulic failure, level of ponding, condition of vegetation, etc.):



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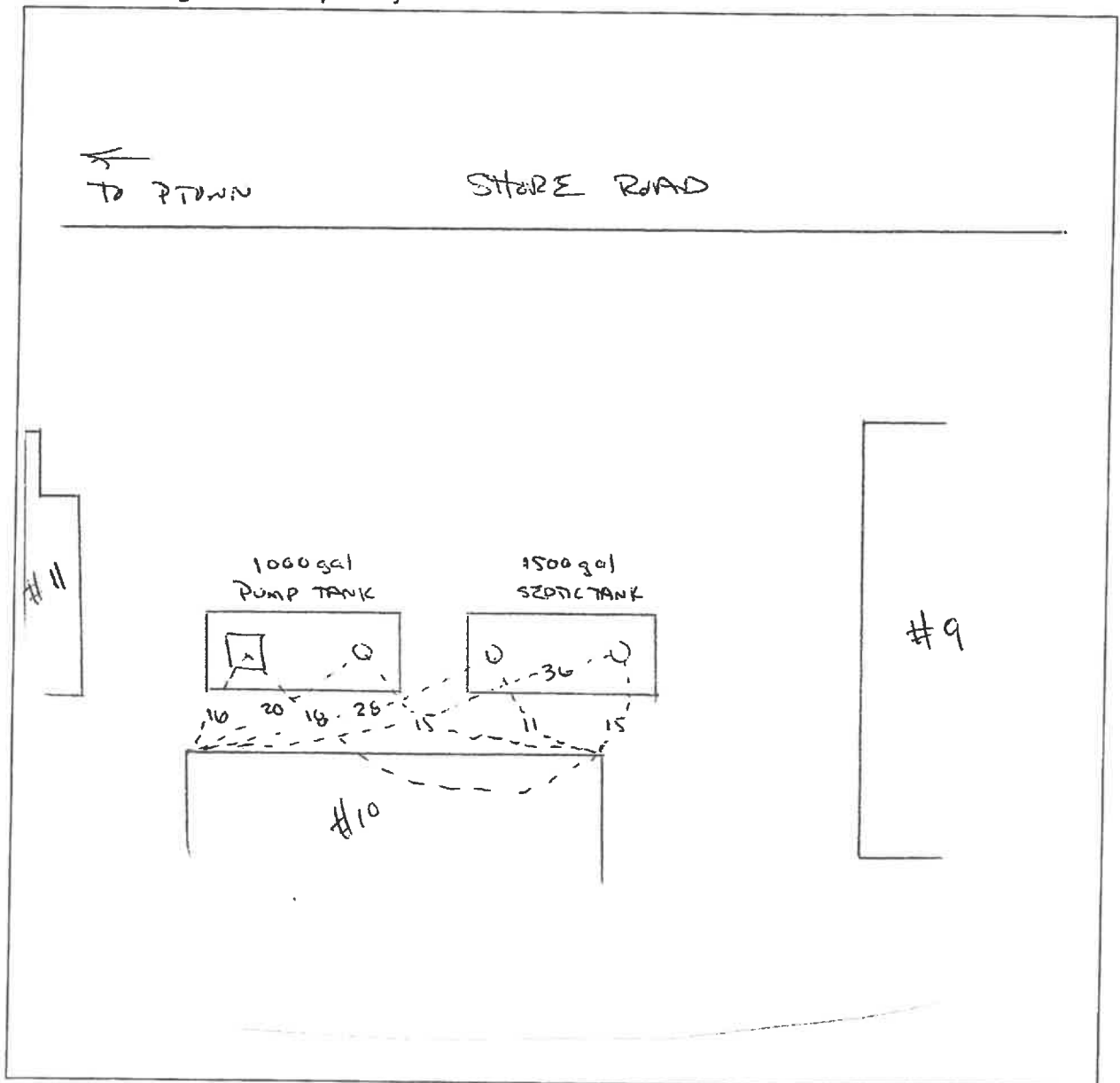
Date of Inspection

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D. System Information (cont.)

Sketch Of Sewage Disposal System: Provide a view of the sewage disposal system, including ties to at least two permanent reference landmarks or benchmarks. Locate all wells within 100 feet. Locate where public water supply enters the building. Check one of the boxes below:

- hand-sketch in the area below
- drawing attached separately





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D. System Information (cont.)

Site Exam:

- Check Slope
- Surface water
- Check cellar
- Shallow wells

Estimated depth to high ground water: 5' BELOW BOTTOM OF SAS
feet

Please indicate all methods used to determine the high ground water elevation:

- Obtained from system design plans on record

If checked, date of design plan reviewed: ROGERS, 2010
Date

- Observed site (abutting property/observation hole within 150 feet of SAS)

- Checked with local Board of Health - explain:

- Checked with local excavators, installers - (attach documentation)

- Accessed USGS database - explain:

You **must** describe how you established the high ground water elevation:

DEPTH TO ESTIMATED HIGH GROUNDWATER DETERMINED USING DESIGN PLANS FOR LOCUS, AUGER HOLE DUG FOR THIS INSPECTION AND WATER FOUND AT ELEVATION .9' MSL, WATER FOUND ON DESIGN PLANS AT 1.87' MSL, ELEVATION 4.0' USED FOR ESTIMATED HIGH GROUNDWATER DESIGN

Before filing this Inspection Report, please see Report Completeness Checklist on next page.



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E. Report Completeness Checklist

- Inspection Summary: A, B, C, D, or E checked
- Inspection Summary D (System Failure Criteria Applicable to All Systems) completed
- System Information – Estimated depth to high groundwater
- Sketch of Sewage Disposal System either drawn on page 15 or attached in separate file

**C.A.P.E. Public Health Collaborative
Inter-Municipal Agreement (IMA)
for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Bourne, Brewster, Chatham, Dennis, Eastham, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, and Wellfleet hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” and Barnstable County Department of Health and Environment (hereinafter referred to as “BCDHE”) in its capacity as Host Agent of the C.A.P.E. Public Health Collaborative, (hereinafter referred to as “C.A.P.E. PHC”) this 4th day December, 2023, as follows:

WHEREAS, the BCDHE was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS the Municipalities recognize that there is an Inter-Municipal Agreement amongst the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 that shall remain in full force and effect and is not superseded or amended in any way by this Agreement; and

WHEREAS, the BCDHE, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”; and

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “C.A.P.E. PHC,” which shall hereinafter be

referred to as the “Collaborative.” The Collaborative, acting by and through a governance board (“Governance Board”) as established in Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the BCDHE, and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the BCDHE, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”).

As the Lead Municipality, the BCDHE shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. The BCDHE shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Governance Board, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Governance Board and appropriation by each Municipality, to the extent required.

4. Shared Services Coordinator. The BCDHE, as Lead Municipality, shall hire and employ a Shared Services Coordinator who may or may not be the BCDHE’s Director of Public Health, and, through the Shared Services Coordinator and its Health Department, shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 10% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein. The Shared Services Coordinator shall report to the Governance Board and shall keep records of all funding and expenditures for review by the Board and provide periodic financial

status updates. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Shared Services Coordinator and any Barnstable County Health Department staff working on behalf of the Collaborative, or the Governance Board shall be considered employees of Barnstable County and shall be accorded all benefits enjoyed by other Barnstable County employees within the same classification as they are or shall be established.

5. Governance Board

There shall be a Governance Board which shall be convened not less than quarterly by the Governance Board Chair/Co-Chairs.

- a. Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member and may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. Voting: Each participating municipality shall be entitled to one vote on the Governance Board. Every voting member shall have an equal voice in determining shared priorities, and services to be provided.
- c. Quorum: A majority of the voting members of the Governance Board shall constitute a quorum for the purposes of transacting business. The Governance Board may act by a simple majority of members present and voting unless otherwise provided herein.
- d. The Governance Board roles and responsibilities for the Collaborative only include, but are not limited to:
 - 1) Meet on a regular basis and at least quarterly.
 - 2) Develop annual and long-term goals for the Collaborative.
 - 3) Advise on Collaborative staff priorities.
 - 4) Collaborate in developing a sustainability plan for C.A.P.E. PHC.
 - 5) Adopt any Collaborative-wide policies and recommended regulations.
 - 6) Review and provide recommendations on operating budgets.
 - 7) Assure compliance with all mandatory reporting requirements as proscribed by the Department of Public Health ("DPH") and Office of Local and Regional Health ("OLRH").
 - 8) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
 - 9) Review financial status and financial statements provided by the Shared Services Coordinator.
 - 10) Review and provide recommendations on reports from staff.
 - 11) Hire, evaluate and terminate staff.

- e. Meetings. The Governance Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25 as may be amended from time to time if required.
6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
- a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Governance Board within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Governance Board as established pursuant to this Agreement, and appoint and maintain two Governance Board representatives at all times.
 - c. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all Governance Board meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will use best efforts to ensure that a representative of the Municipality will attend all training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
 - e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Governance Board, through the Shared Services Coordinator, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
 - f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
 - g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Governance Board, or the BCDHE pursuant to this Agreement, shall be deposited with the treasurer of the BCDHE and held as a separate grant account and may be expended, with the approval of the Governance Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from grantors only.

The Governance Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 10% of Grant Program funding for administrative costs that the BCDHE may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Governance Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

The BCDHE, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the BCDHE shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Governance Board and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the purposes of this Agreement.

Annually, the Governance Board will develop and approve a public health services budget for contractual shared services. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by Barnstable County. It is the intention of Barnstable County to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such expenditure. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any other participating Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Barnstable County and expended pursuant to the terms of this Agreement.

8. Other Municipal Services. The Municipalities of the Collaborative may request the Governance Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only after this Agreement is so amended in writing and approved by each Municipality. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative through a vote of the Governance Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Governance Board must approve any and all grants or grant applications submitted as a Collaborative. The Governance Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. It is the intent that employees providing shared services will be Barnstable County employees, however, employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not County or regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of his current Municipal job duties at all times and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such municipality.
10. Indemnification & Insurance. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages. Should the Collaborative or a Municipality incur any liabilities on behalf of the Grant Program such as unemployment insurance or other unforeseen expenses, each of the member municipalities will proportionally share in the liability for such expenses.

The BCDHE and the Municipality shall obtain and keep in full force and effect public liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the other party against all claims for bodily injury, Three Million Dollars (\$3,000,000) aggregate, death, or property damage arising directly or indirectly out of the Indemnification Provisions of this Agreement.

11. Entrance. Any municipality may petition the Collaborative to join this Agreement to the extent permitted by the grants. The addition of a new entity to the Agreement for the Grant Program requires the approval of the Massachusetts Department of Public Health and no less than a two-thirds vote of the Governance Board.
12. Withdrawal. Any Municipality other than the Lead Municipality, by votes of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipalities. Withdrawal requires the vote of both the Select Board and the Board of Health. Upon such withdrawal, the Shared Services Coordinator shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its County Commissioner may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities and the Governance Board, and a new Lead Municipality shall thereafter be designated by the Governance Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Governance Board any pay any outstanding unpaid financial obligations under this Agreement within thirty (30) days thereafter. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year if such funds are required. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Governance Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the withdrawing Municipality. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Governance Board for analysis by the Shared Services Coordinator and the Governance Board.

13. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Governance Board, at a meeting of the Governance Board called for that purpose; provided that the representative's vote has been authorized by the Municipality's Chief Executive Officer. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
14. Conflict Resolution. The Governance Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, administration of the shared services programs, the terms of this Agreement, data reporting and any other matters the parties deem necessary.
15. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
16. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
17. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' Chief Executive Officers.
18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
19. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
20. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
21. Non-Discrimination. Neither the Lead Municipality nor the Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender, ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

22. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bourne:

Terri Guarino (contact name)
tguarino@townofbourne.com (email)
508-759-0615 x1513 (phone)
Town of Bourne, 24 Perry Avenue, Buzzards Bay, MA 02532 (address)

Town of Brewster:

Amy Von Hone (contact name)
avonhone@brewster-ma.gov (email)
508-896-3701 x1120 (phone)
Town of Brewster, 2198 Main Street, Brewster, MA 02631 (address)

Town of Chatham:

Judith Giorgio (contact name)
jgiorgio@chatham-ma.gov (email)
508-945-5165 (phone)
Town of Chatham, 549 Main Street, Chatham, MA 02633 (address)

Town of Dennis:

Kristin Keller (contact name)
kkeller@town.dennis.ma.us (email)
508-760-6158 (phone)
Town of Dennis, 685 MA-134, South Dennis, MA 02660 (address)

Town of Eastham:

Hillary Lemos (contact name)
hgreenberg-lemos@eastham-ma.gov (email)
508-240-5900 x3229 (phone)
Town of Eastham, 2500 State Highway, Eastham, MA 02642 (address)

Town of Harwich:

Carrie Schoener (contact name)
cschoener@harwich-ma.gov (email)
508-430-7509 (phone)
Town of Harwich, 732 Main Street, Harwich Center, MA 02645 (address)

Town of Mashpee:

Zachary Seabury (contact name)
zseabury@mashpeema.gov (email)

508-539-1426 (phone)
Town of Mashpee, 16 Great Neck Road North. Mashpee, MA 02649 (address)

Town of Orleans:

Alex Fitch (contact name)
afitch@town.orleans.ma.us (email)
508-240-3700 x2450 (phone)
Town of Orleans, 19 School Road, Orleans, MA 02653 (address)

Town of Provincetown:

Lezli Rowell (contact name)
lrowell@provincetown-ma.gov (email)
508-487-7000 x529 (phone)
Town of Provincetown, 260 Commercial St., Provincetown, MA 02657 (address)

Town of Sandwich:

Heather Gallant (contact name)
hgallant@sandwichmass.org (email)
508-888-4200 (phone)
Town of Sandwich, 100 MA-6A, Sandwich, MA 02563 (address)

Town of Truro:

Emily Beebe (contact name)
Ebeebe@truro-ma.gov (email)
508-349-7004 x32 (phone)
Town of Truro, 24 Town Hall Road, Truro, MA 02666 (address)

Town of Wellfleet:

Meredith Ballinger (contact name)
meredith.ballinger@wellfleet-ma.gov (email)
508-349-0308 (phone)
Town of Wellfleet, 300 Main Street, Wellfleet, MA 02667 (address)

23. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter herein, superseding all prior agreements and understandings between all of the Municipalities in the Collaborative. The Inter-Municipal Agreement among the Towns of Provincetown, Truro, Wellfleet, and Eastham, dated July 1, 2018 remains in full force and effect and is not superseded or amended in any way by this Agreement. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

_____ Date

Town of _____ Select Board

_____ Date

Town of _____ Board of Health

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Town of _____ Select Board

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Town of _____ Select Board

Date

Town of _____ Board of Health

Date

Mark Forest- Chair

Barnstable County Commissioner

Date

Sheila Lyons- Member

Barnstable County Commissioner

Date

Ronald Bergstrom- Member

Barnstable County Commissioner

Date

EXHIBIT A

Grant agreement between the BCDHE and the Commonwealth of Massachusetts – to be attached.

EXHIBIT B

The scope of services the BCDHE shall provide the following services in coordination with member municipalities:

The County of Barnstable will:

1. By March 31, 2022, designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By March 31, 2022, submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.
3. Hire a Shared Services Coordinator by July 31, 2022.
4. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).

5. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.

6. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of

procedures to make democratic decisions about district policies, personnel, operations, and finances.

7. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.

8. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.

9. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.

10. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.

11. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.

12. Submit a full, detailed workplan by September 30, 2022, for the shared services area in a format, content, and method provided by OLRH. These work plans will be based on the results of a capacity assessment.

13. A strategic plan will be required following a capacity assessment at a date to be determined by DPH. Staffing. Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a

workforce development plan to bring the shared services partners in compliance with the standards.

The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services