

**TOWN OF EAST WINDSOR
WATER POLLUTION CONTROL AUTHORITY**

Minutes of Meeting of September 30, 2020

Members Present: Paul Anderson, John Mazza and Jim Richards

Others Present: WPCA Superintendent E. Arthur Enderle III and WPCA Attorney Michael Lanza via telephone

The recording secretary was not present for the meeting. The minutes were transcribed from a recording.

Time and Place

Paul Anderson, Chairman, called the meeting to order at 7:00 p.m. at the WPCA Admin Building, 192 South Water St, East Windsor, CT

I. Pledge of Allegiance

The Pledge of Allegiance was recited.

II. Added Agenda Items

There were no added items.

III. Acceptance of Minutes of August 26, 2020

Motion: To accept the minutes of August 26, 2020.
Mazza/Richards
Motion carries

IV. Communications

Mr. Anderson explained that his terms expires tomorrow. He is on the Board of Selectmen's agenda for tomorrow. WPCA Board Members are appointed for 5-year staggered terms.

The next item was an article published in the *Journal Inquirer*, *CT's Billion Dollar Sewage Problem*. Mr. Richards asked if this was happening in East Windsor. Mr. Enderle replied no, the lines are always in a state of decay. We clean the lines and video the lines to find out where the problems are. We have done everything in our power to prevent issues. We are very proactive. Mr. Richards would love for us to say, this can happen; but these are the steps we are taking to prevent it. Mr. Enderle explained that our facility won the Utility Management Award for all of New England last year. Mr. Richards would like that put in the Town's quarterly paper.

Mr. Anderson reported that Watermill Landing, Calamar Property, is currently pre-leasing. They plan to open in January.

**Attorney Lanza joined the meeting via telephone during Communications*

V. Visitors

There were no scheduled visitors.

VI. Public Participation

No one from the public was present.

VII. Receipt of Applications

There were no new applications.

VIII. Approval of Applications

There were no applications to be approved.

IX. Legal

a. Returned Warrants

Mr. Anderson explained that the Marshal's office is currently closed and has returned warrants he has given up on. Mr. Anderson read the collection scheduled to go out in tomorrow's mail. Mr. Enderle reported that the WPCA has adopted a collection policy. Mr. Richards questioned legal fees. Attorney Lanza explained that the fees and charges are levied against the account holder. He does a title search and sends a letter to the mortgage holder. If all attempts fail, he comes to the Commission. It is the Board's decision to initiate foreclosure. He explained that sometimes the fees exceed the collection amount of sewer fees due. Mr. Enderle explained that people are given the opportunity to enter into a payment plan. Mr. Richards suggested including in the letter a statement "if you've been affected by Covid-19, you need to contact us. This can be treated as a special circumstance and worked out. We don't want to do something to someone in trouble. Mr. Enderle explained that we can't waive interest. Mr. Enderle reported that these accounts are prior to Covid-19. Mr. Richards would like to set a precedence that will allow flexibility. He's not saying don't collect the money. Tell people if you're a little short, send us what you can. Mr. Enderle explained that we have a payment plan policy. Mr. Richards felt we might need to adjust the policy. Mr. Anderson said it would be nice if people explained their situation and we could accommodate them in some reasonable fashion. Attorney Lanza reported that when he sends out his first letter, people usually respond and explain their situation. He has had people on payment plans over the years. His office monitors the account, receives payments and forwards them to the WPCA office. Mr. Enderle explained that with the current WPCA payment plan policy, people are given 12 months to pay the amount they owe. If you don't make your payment, the account goes to collection. Mr. Richards feels they need to emphasize, if you have been affected by Covid-19, you must contact the WPCA office. Mr. Anderson thanked Attorney Lanza, there was nothing else on the agenda that would require his participation. Mr. Anderson said the letters will go out and they will have until mid-November to respond. Those who don't respond will go to Attorney Lanza. Attorney Lanza thanked the Board.

Motion: To suspend the regular meeting for the purpose of holding the scheduled public hearing.
Mazza/Richards
Motion carries

X. Public Hearing

Motion: To open the public hearing for Donahue, 39 Rolocut Rd through SL12 South Main Street LLC, 12 South Main St.
Mazza/Richards
Motion carries

Mr. Anderson read the public hearing notice that was published in the *Journal Inquirer* on September 18, 2020.

There was no one present for Donahue, 39 Rolocut Rd. Mr. Enderle explained that this is an existing single-family home and half of the FCC has been paid.

There was no one present for West River Farms LLC, 19 and 20 West River Rd. Mr. Enderle explained that these are new single-family homes and the FCC has been paid in full.

There was no one present for SL12 South Main Street LLC, 12 South Main St. Mr. Enderle explained that these are the Silverman Group warehouses and none of the FCC has been paid.

Motion: To close the public hearing Donahue, 39 Rolocut Rd through SL12 South Main Street LLC, 12 South Main St.
Mazza/Richards
Motion carries

Motion: To resume the regular meeting.

Mazza/Richards
Motion carries

XI. Action on Facility Connection Charges

Motion: To impose the Facility Connection Charges as published for Donahue, 39 Rolocut Rd through SL12 South Main Street LLC, 12 South Main St.
Mazza/Richards
Motion carries

XII. Unfinished Business

a. Paving Contracts

Mr. Anderson reported he discussed with the Board of Selectmen making manhole raising part of the paving contract. Town Engineer Len Norton and Operations Manager Joe Sauerhoefer were part of the meeting. Mr. Anderson had used the Town of Manchester's RFP's as an example. Mr. Norton responded that the Town of Manchester puts out an RFP, requires the contractors to include manhole raising but they turn around and bill that amount of the contract to the sewer department. Therefore, the sewer department in Manchester is paying for the manhole raising. The Town of East Windsor doesn't go out to bid for paving contracts. The Town of East Windsor uses the State Bid. Therefore, all the Town has to do is select someone from the State list. The Board of Selectmen said it sounds as if they won't be involved in this. Mr. Anderson said that is fine, what is needed is a memo of understanding between the WPCA and the Department of Public Works. That was how it was left. The goal is for the WPCA to work with Mr. Norton to come up with a MOU about how these things will be handled. It is a negotiated situation. We will schedule a meeting at some point, but this is the wrong time to do it. We will decide what we want in the memo. When do we want to find out they are paving, when do we want to find out what manholes will need to be raised? We can raise the manholes, but our sewer users will pay for it. What we don't want to do is go back after the fact and triple or quadruple the cost. If we do it upfront, the problem shouldn't exist. This all needs to be discussed and put in writing. We will come up with an agreement and will have something to work with in the future. Mr. Mazza asked if some work is done and there is a problem with the manhole and someone drives over it and damages their car, who is responsible? Mr. Enderle doesn't have an answer. Mr. Richards explained that he has a real problem with this. When the Town paves over manholes, they are costing our users money. Those users already pay tax dollars. Why are they being double dipped? They are paying taxes to get the roads paved and then they are paying to have the manholes raised with sewer use fees. Mr. Anderson explained that's the point of the MOU, to get the manholes raised prior to paving. Mr. Richards asked if the MOU means the Town will pay for the manhole raising? Mr. Anderson replied no, no other town in CT does that either. This is a discussion item. There will be a sit-down meeting between the WPCA and DPW. The point is to sit down and discuss a plan for the future. Mr. Richards explained that when the Town is paving, they are covering up our sewer line and manholes. This prevents us from doing our proper maintenance. Mr. Enderle explained there is another issue. We are talking about going forward. We are still dealing with what was done in the past. This past week Mr. Enderle and Mr. Alibozek went out to Stoughton Rd. They've had a number of complaints. There are two or three layers of pavement over the manholes. There are 20 manholes on Stoughton Rd, 16 need to be redone; new frames and new covers. Half of Tromley Rd has been paved and the other half will be paved. There are 20 manholes and 10 have been covered. Mr. Richards wants the users to know he doesn't take this lightly. Mr. Enderle explained that he and Mr. Alibozek go out of their way to communicate with people and to work with other people. Mr. Richards stated that our users are being double dipped. The State acknowledges there must be some kind of reimbursement for the problem. They have a reimbursement policy; the Town does not. Mr. Enderle explained that we need to look at new projects going forward. We've looked at Stoughton and Tromley Roads. The best way to fix the problem is to replace the whole frame and cover. With a price of \$3,000 - \$4,000 per manhole, fixing Tromley and Stoughton Roads will cost \$50,000 - \$75,000. Mr. Richards says our question to the Board of Selectmen is how do we charge our users for this cost?

Mr. Richards asked Mr. Enderle to prepare a report for the WPCA. What will this manhole project cost so that the Board can decide how to pay for it. Mr. Richards explained that everything done regarding this matter should be done in writing. Mr. Richards asked Mr. Enderle to provide a cost per user in the report.

b. IT Status

Mr. Enderle reported that computers have been replaced. These were planned replacements. The two new SCADA computers have arrived. Randy, Scott and Jim are coming down to set them up and transfer everything over to them. Mr. Enderle gave a shout out to Mr. Alibozek for all he does. Mr. Alibozek is our inhouse IT. He has gone to school, received training and certifications.

c. Benefit Assessment Policy

This was not discussed.

XIII. New Business

a. Bill Sheet Review

Mr. Anderson explained they are 25 through the year and 17% expended. You can't do better than that.

b. Discussion of Electricity Supply Agreement with Constellation

Mr. Enderle reported that the prices quoted for 12, 24, and 48 months are lower than what were paying currently. What the Town wanted to do isn't viable. The Board of Selectmen were advised to stick with CCM at this time. Mr. Anderson explained that this puts the WPCA in a position to decide what we are going to do for our rate payers now. Mr. Enderle explained our current contract expires in November. Mr. Anderson explained we were quoted lower rates than we have today, and we have a better rate than the Town. Mr. Enderle said we are currently paying 6.16/kwh. The highest quoted rate, 48 months, is 5.9/kwh. The longer the contract period the higher the rate because of uncertainty. We benefit by locking in for 4 years.

Motion: To authorize our Superintendent to agree to the contract as provided by Constellation Energy for 48 months for the cost of electricity.
Mazza/Richards.
Motion carries

c. Superintendent's Report

This flow this past month has been about the lowest we've ever seen. We are at one-quarter of design capacity. This is not a bad thing; we are open for business. During July, August and September, one-quarter of the Town was jet flushed. The new chlorine tanks are working great. Staff has met with pump suppliers, looking to replace pumps at Perri Lane. Pumps have been purchased for Route 5; need to coordinate getting them in. Mr. Enderle reported that he signed a letter of intent with Earthcore, a contractor for Eversource. They did a walk through and will put together a proposal at no cost to the WPCA. This will help to save electricity and they'll purchase some new equipment. Today officially ended the chlorination season.

Mr. Enderle at Mr. Richards request put together a one-page flyer regarding flushable wipes. Mr. Richards said this is good. It's positive and puts it out there for our users. Mr. Enderle will put this on our webpage and in the Town newsletter.

d. Three Year Review

Mr. Enderle explained that any time a commercial application comes in, it is subject to a three-year review. Flow estimates are submitted with commercial applications. Mr. Enderle reviews them and sends them to Town Engineer Len Norton for review. If after three years they've used more water than they estimated, they must pay. Mr. Anderson reported that if you've used less water, you will be given a credit. Mr. Enderle reported there are five properties for review this year.

Mercury Fuel, 9 South Main St

The average of three years for Mercury Fuel is 580,330. That equates to 11.61 EDU's which rounds up to 12 EDU's. They paid for 2 EDU's which leaves a balance of 10 EDU's. They will owe \$65,000.

Laird Building LLC, 3 Shoham Rd

Mr. Enderle reported that they paid for 1 EDU and have used 2 EDU's. They will owe \$6,500.

USA Hauling & Recycling, 5 Shoham Rd

They paid for 2 EDU's and have used 2.4 EDU's. There is no change.

F&G Realty, 7 Shoham Rd

They paid 1 EDU and have used 1 EDU. There is no change.

Elegant Clinical, 170 North Rd

They paid for 1 EDU and have used 1.28 EDU's. There is no change.

e. Transfers

Motion: To transfer the balance of the Canyon Ridge Operating Fund (10540) and the balance of the Canyon Ridge Replacement Fund (10545) into the WPCA CIP (30150000) for the purchase of 2020 Chevrolet Silverado 3500.

Mazza/Richards

Discussion: Mr. Mazza asked what money was left over? Mr. Anderson explained that when they put in a pump station, the developer must give us replacement costs and maintenance costs. That money goes into an account for 12 years or whatever time period the agreement calls for. The 12-year period has expired, and the money doesn't need to stay in the account anymore. That money was there if we had to do something. That is where we would take the money for that particular pump station. After 12 years we absorb the pump station and those assets become usable for whatever is needed. The money came from the developer. Mr. Enderle spoke with Town Treasurer Amy O'Toole. She gave him the account numbers. The truck is onsite. Mr. Richards asked how much was in the accounts? Mr. Enderle replied there's about \$75,000 between the two accounts. Mr. Richards asked how much the truck cost? Mr. Enderle said \$70,000. Mr. Richards asked if there is a replacement plan for vehicles? Mr. Enderle replied there is a long-term replacement plan for all equipment.

Motion carries

XIV. Adjournment

Motion: To adjourn the meeting at 8:56 p.m.

Mazza/Richards

Motion carries

Respectfully submitted,

Laura Michael
Recording Secretary