

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

**Minutes of Special Meeting March 19, 2019**

**Members Present:** Paul Anderson, Dave Tyler and John Mazza

**Others Present:** WPCA Superintendent E. Arthur Enderle III, WPCA Chief Operator Edward Alibozek, Skip Kement, Mark O'Neill and Recording Secretary Laura Michael

**Time and Place**

The meeting began at 9:00 a.m. at the WPCA Admin Building, 192 South Water St, East Windsor, CT

**Discussion of Quarry Meadows Developer's Agreement**

A pump station will need to be constructed to service 48 homes along with consideration for additional capacity. Mr. Enderle had a concern that the Town is trying to strike a deal to recover back taxes and legal fees. The Town doesn't want to own the property. Mr. Anderson stated that the Town's deal has nothing to do with the WPCA. The Developer's Agreement includes all costs for 12 years and half of the replacement value. Mr. Tyler explained that in the past, they have allowed the developer to purchase spare parts or pay the cost of the parts. Mr. Anderson stated we are going to do this right; what it costs is what it costs. We are not going outside our regulations to accommodate anyone. Mr. Tyler stated they would need the total value for the performance bond.

Mr. Kement and Mr. O'Neill joined the discussion at 9:38 a.m. Mr. O'Neill thanked those present for meeting with him. He would like to propose a connection fee in lieu of Operation and Maintenance money, increasing the fee as they go along. Mr. Anderson explained the connection charge, FCC, is a one-time fee. Mr. Enderle stated that the FCC is \$6,500 as written in the regulations; half can be paid prior to the CO and the second half at the closing. There is an annual fixed sewer use fee. Mr. Alibozek asked Mr. O'Neill if his goal was to spread the payments out. Mr. O'Neill replied, yes. Mr. O'Neill asked if the connection charge was the same for an existing house and for new development. Mr. Anderson explained that the connection charge is to pay for the capacity being taken away at the plant. It has nothing to do with construction. Mr. Enderle explained that if the Town were to extend a sewer line, there would be a sewer benefit assessment. When a developer puts in sewer, it is at the cost of the developer. Mr. O'Neill asked what they were looking at for a number. Mr. Enderle provided items that would need to be covered, 12 years O&M and 50% replacement cost if pumps etc. Mr. Enderle could not put a number to it yet. Mr. Tyler stated that it is on Mr. O'Neill, the cost of his pump station. Mr. Anderson explained the calculation would be based on what it costs today. The entire user base would take on the cost of your pump station for 12 years at which time the burden comes on the users.

Mr. O'Neill explained that Hemlock Court, an adjoining property, has failing septic systems and would like to connect. Mr. Enderle said it would need to be in the Sewer Service Area. Mr. Anderson said they could, if they come up with an agreement with Quarry Meadows. Mr. Alibozek brought in the Sewer Service Area Map. That development was outside of the Sewer Service Area. They would need to apply to DEEP for a change in the Sewer Service Area. Mr. O'Neill said to let them worry about that at a later date.

Mr. Enderle had the set of proposed plans submitted previously; it shows the location of the proposed pump station, has the location changed. Mr. O'Neill said it was in the same location. Mr. Enderle asked if the gravity line was in for all 48 lots. Mr. Kement said yes. Mr. Enderle

asked if the force main would be next to the gravity. Mr. O'Neill said it would run up the shoulder. Mr. O'Neill said Merritt is working on the plans.

Mr. Enderle said that he and Mr. Alibozek would work on a list of what would be needed on the agreement. Mr. O'Neill said he would need preliminary numbers to see if he can go forward. Mr. Anderson explained to Mr. O'Neill that the WPCA would need all of the money when the project is complete. Mr. O'Neill said they would pay off the FCC and O&M at closing to get clear title. Mr. O'Neill will put together a proposal. Mr. Enderle said he would provide Mr. O'Neill a list of items and a spare parts list. Mr. Anderson told Mr. O'Neill he could deal with Mr. Enderle; he doesn't need to meet with the Board. Mr. Enderle explained that he can't make the final decision; at that time it will need to come back to the Board. Mr. Anderson stated that the WPCA won't hold up the project.

Mr. Tyler explained to Mr. O'Neill that the WPCA will need a full set of plans for approval with the title block on the plans with the latest revision date. Mr. Enderle explained that the WPCA has a Sanitary Sewer Agreement that requires a one year performance bond or letter of credit will be needed and then a one year maintenance bond. Mr. Tyler explained that is in place to protect our users. Mr. Enderle told Mr. O'Neill that he would need to have the line televised. Mr. Enderle will provide Mobile Robotics contact information to Mr. O'Neill. Mr. Alibozek felt the list for the developer's agreement would include: wet well cleanings, generator service contract, integrator service contract, pump rebuild, sewer line jetting, electricity, generator fuel, a VFD, and spare parts.

The meeting ended at 10:53 a.m.

Respectfully submitted,

Laura Michael  
Recording Secretary