

**MINUTES OF THE CHESHIRE WATER POLLUTION CONTROL AUTHORITY  
MEETING HELD ON WEDNESDAY, MARCH 27, 2013, AT 7:30 P.M. IN COUNCIL  
CHAMBERS, TOWN HALL, 84 SOUTH MAIN STREET, CHESHIRE CT 06410**

Present

WPCA Members: Steve Carroll, Mark Kasinskas, John Perrotti, Thomas Scannell, Mat Bowman.

Members Absent: Tim Pelton

Others Present: Dennis Dievert, Superintendent, WPCD; Walter Gancarz, Town Engineer; David Schrumm, Town Council Liaison; Donald Chelton, AECOM; Town Attorney Andrew Lord.

**ROLL CALL**

The clerk called the Roll and a quorum was determined to be present.

Vice Chairman Perrotti read the emergency evacuation notice.

Following roll call the group Pledged Allegiance to the Flag.

**1. PUBLIC COMMUNICATIONS**

**2. APPLICATIONS**

**Memo to Planning & Zoning from Water Gancarz, dated February 27, 2013  
RE: Proposed Chapel Expansion, Franciscan Sisters, at 267 Finch Avenue  
Meriden, CT.**

**Memo to Planning & Zoning from Walter Gancarz, dated March 19, 2013  
RE: Proposed Nail Salon, Paradise Spa and Nails, 1021 South Main St.  
Cheshire CT.**

Mr. Gancarz advised that both applications had minimal changes in flow, and he has authorized both of them.

Mr. Dievert introduced Kevin Woods, CHS Senior, an intern working at the treatment plant and Town Hall with him and Mr. Gancarz. Mr. Woods will study Marine Biology in college.

**3. PROJECTS**

**a. WPCD Plant Upgrade Design.**

**AECOM invoice #37327100 dated March 21, 2013 in the amount  
Of \$74,467.90.**

MOTION by Mr. Carroll; seconded by Mr. Kasinskas.

MOVED to approve AECOM invoice #37327100 in the amount of \$74,467.90, dated March 21, 2013.

Discussion

Mr. Carroll asked whether this pays the project and is the last invoice.

Mr. Chelton informed the Authority members there are a few more AECOM invoices as they are still working on the design this month. There was a meeting with DEEP this week, and we are awaiting their comments. Once they are received, they have to be addressed. In addition, the sub-contractor invoices lag behind, and this is usually a few months lag time.

Regarding this invoice, Mr. Gancarz advised that he reviewed the invoice and takes no exception to it.

VOTE           The motion passed unanimously by those present.

Mr. Gancarz reported on the recent meeting which went well, and it was announced that this project is funded under 2013 funds which will not be authorized until January 2014. This was a surprise. The intent is to fund this project, and a few things are being looked at. The first thing to resolve this is other projects which might not be ready to go to bid, so these funds would fund Cheshire. The project would be funded in full at \$32 million, or \$10 million which would get our project to next year. The worst case is the project being funded in January 2014. The project is estimated to charge out at \$1 million per month, and with a start in August, about \$5 million to \$6 million might be incurred before January. Mr. Gancarz does not see this as a major issue. He has made all of this known to Town Manager Milone, who said that the tax revenues come in July and August so there is more money in the first half of the year and could incur this cost at that point.

According to Mr. Gancarz, DEEP had no problems with the plans, and he thinks it has been a cursory review of 500 sheets of plans and 1500 pages of specs. AECOM has a check list to make sure all of the relevant items are covered, and this will be going in at the end of this week.

The second thing is that New Haven has a large \$60 million project. Mr. Gancarz said DEEP is checking on the timing of this project, as they wanted this project and Cheshire's project to lag each other by a month. Typically, the same contractors chasing our work will chase the New Haven project. If they run directly concurrently, it makes it more difficult to get more bidders involved, as they may choose one or the other due to time constraints. Mr. Gancarz checked information about the New Haven project and the information is that they will go to bid late April or early May. We may be able to go ahead of them.

Mr. Chelton reported that the target date is April 24<sup>th</sup> to go out to bid. He will know for sure next week, and is awaiting direction from DEEP.

In response to a question from Mr. Carroll about our project being at the mercy of DEEP, Mr. Chelton said we are not at their mercy; the project can be bid anytime the town wants; but he thinks they are asking for our cooperation. This makes good sense. In talking with a contractor he said its best for the contracting side, town side and DEEP's side if there is a 3 or 4 week difference in time between the bids. We will get a better bid this way. It is unknown if Cheshire is first in line, and we are waiting to hear on this from DEEP. There is an advantage to going first...and an advantage to going second because if New Haven bids, only one contractor gets the project. Other contractors will want our contract and could sharpen their pencils.

Bristol CT also has a project and it is somewhere in the mix. Mr. Chelton said a question was raised by AECOM about the priority list which was set up with a caveat that the town must have bids in hand before June 30<sup>th</sup>. This requirement will be waived because there are other communities with the same one and DEEP does not want everyone bidding at the same time...the last few weeks in June. DEEP will set the schedule as to when they want to see bids.

Mr. Perrotti questioned a letter of confirmation regarding the waiver of the bid date, and if this was forthcoming.

Mr. Gancarz said that a letter to this effect was requested, and the Authority should know about this before the April meeting. At this point, it was left that Cheshire is proceeding towards the April 24<sup>th</sup> date, unless we hear differently from DEEP in the next two weeks.

The Authority was informed by Mr. Chelton that there was an odd request from DEEP that the WPCA vote to go out to bid, not with a defined date, authorizing the project out to bid when it is ready. He thinks something is being incorrectly interpreted, but the request was not challenged by AECOM.

Item f, under New Business has been added to the agenda.

**AECOM Construction Administration Contract for the Plant Upgrade.**

Mr. Perrotti stated there have been multiple meetings on this topic, concerns of the town have been voiced, and PW Director Noewatne and Town Engineer Gancarz have reviewed the contract in detail. Attorney Lord has also reviewed the contract. Some things needed to be added from an insurance perspective.

Mr. Chelton has received the insurance information and it must be reviewed by AECOM.

Mr. Perrotti said the Authority is comfortable with the insurance requirements, and Attorney Lord will take one more look and then action will be taken.

According to Mr. Gancarz if it was just the insurance the Authority could act on it subject to the insurance requirements being met.

Attorney Lord has discussed the issues; they are well resolved; the contract could be left open pending meeting the insurance requirements; or it could be approved subject to meeting the requirements, and subject to review by the town attorney. This is standard practice.

Mr. Bowman asked if Attorney Lord was satisfied with everything else in the contract, and his comments having been acted upon,.

Attorney Lord said "yes", and there has been discussion on the contract. There were not many issues; there were discussions about semantics; and most questions had to do with scope and price, making it clear there would be a tracking mechanism on a monthly basis on prices. And place holders for the amount of work to be done, at what price, got shrunk...so there is a place holder rather than leaving a big box to fill now...a smaller box will be filled. If more is needed later on it will be done through change orders. There was some discussion on words in the contract and he and Mr. Chelton are comfortable with those. These changes were made in the contract, and AECOM has incorporated the changes discussed with Mr. Chelton. Attorney Lord can review the contract again before it goes final. He sees no problems.

There are two options for action at this meeting, and Mr. Perrotti said with the insurance portion added, the Authority says okay...or it says there will be action with the insurance requirements. And, once it goes ahead with Attorney Lord finalizing it, the Authority is okay.

Mr. Bowman stated he would be more comfortable with the review by Attorney Lord being complete. He questioned if there was anything that could hold up the project if there is no action next month.

To stay on the bid schedule, Mr. Chelton said without the contract, things cannot go forward.

From a time perspective, Attorney Lord can look at this contract in a day.

Mr. Gancarz said the items changed since the last time were minor in nature. While he would hesitate to delay a month, the insurance issues could be resolved subject to them meeting the town's insurance requirements. A lot of time has been spent on this with many multi-hour sessions, and Mr. Gancarz said the biggest positive as compared to the design agreement is that the contract is broken into a number of segments. It is clearly defined what is included in them, and there will be monthly tracking. Much effort has been made on everyone's part...the town, WPCA, AECOM, Town Attorney, and Mr. Gancarz encouraged going forward putting those caveats in place. In this way Attorney Lord can review the contract in a day, and Mr. Chelton can get back to his insurance people, talk to the town's insurance people, and free up signing the contract.

Attorney Lord advised that not only did he review this contract, but it was reviewed by a construction attorney who reviews them all the time. Together, there were few comments, and changes were basically in words.

MOTION by Mr. Bowman; seconded by Mr. Carroll.

MOVED that the WPCA approve the revised agreement for engineering services, construction of the Water Pollution Control Plant Upgrade, contract J-60197025 dated March 21, 2013, with AECOM with the stipulations stated; with staff and Town Attorney recommendations; and meeting insurance requirements of the Town of Cheshire and final review by the Town Attorney.

#### Discussion

Mr. Carroll asked about \$2,882,389 being the total cost of the contract (attachment A); and the 10% fee being a contingency, and changes to the fee by agreement.

Mr. Chelton stated that the 10% fee is AECOM's profit. The 10% only changes if there is a change in the scope of work.

It was noted by Mr. Perrotti that the DEEP recommends any type of CA job done on a time and materials basis. The only controlling this is the scope; this has been looked at for the last month, identifying issues, looking at the metrics and data from AECOM, so all the individual tasks could be broken out, and tracked.

Mr. Chelton said this is a different contract type which lends itself to breaking out into sub tasks that can each have a dollar value assigned to them. It is a cost plus or essentially time charge. Whatever the cost part is at the end...it is...whether it is more or less. The fee stays the same unless there is a change in the scope, and this cost will be measured by multiple sub tasks, with a budget for each sub task which will be seen on a month by month basis.

In the contract, Mr. Carroll noticed that 211 to 214 have to be done right away, and the time line says they must be completed 45 days before the completion of the project. He asked Attorney Lord for an explanation about Item 7.16 in the contract.

Mr. Chelton explained this was an origin from Attorney Knott 25 years ago, and is a Cheshire specific clause.

Attorney Lord will send an email on this section of the contract. He did say it was one of the standard items negotiated and has been in every contract in the past. It has to do with everything going bad, a law suit, claims for subrogation against the insurance company, and this section is an obscure one. He will have an answer from one of the firm's insurance coverage attorneys.

Mr. Gancarz said that the insurance requirements given to Mr. Chelton for AECOM were received from the town's insurance agent today. It still contains the sentence "all policies should include a waiver of subrogation."

Regarding the insurance, Attorney Lord said that WPCA should talk to the town's risk management person, and this is the genesis of getting the new requirements worked into the contract.

VOTE           The motion passed unanimously by those present.

**b.     West Johnson Pump Station Design Project  
AECOM invoice #37327073 dated March 21, 2013 in the amount of  
\$4,536.00.**

MOTION by Mr. Scannell; seconded by Mr. Carroll

MOVED to approve and pay AECOM invoice #37327073 in the amount of \$4,536.00 dated March 21, 2013.

VOTE           The motion passed unanimously by those present.

**4.     SUPERINTENDENT'S REPORT**

**a.     Update on meeting with Glenn Noffsinger, Facilities Engineer CCI**

Mr. Dievert reported that he, Mr. Gancarz and Mr. Noewatne met with Mr. Noffsinger from CCI and discussed their high flows, I&I problems and future prospects for one of the blocks at the prison. The meeting went well, and it was a good introduction between the town and prison.

On March 28<sup>th</sup>, 9 a.m. Mr. Dievert will be meeting with the prison facilities maintenance manager and facilities manager, and our calibration person who will calibrate their meter.

At the meeting, Mr. Gancarz said there was a review of the actions taken by CCI over the last five years looking for infiltration/inflow, camera inspection, some sealing, and work in process to chase down the problems. They did use ISO money to fund this, but it became restrictive and no longer includes water, so the funding source was lost. Nothing has been done in a few years.

It was stated by Mr. Dievert that Mr. Noffsinger indicated CCI had some deep sewer lines and wet areas, some 20 feet deep, and some manholes that are leaking badly. The contractor, at that time, said they were too cumbersome to repair, they would have to be shored, de-watered and fixed. Also, they ran out of money.

**b.     Update on Cheshire's involvement with the local consortium**

The municipalities of Meriden, Wallingford, Southington, Danbury and some other towns are moving forward. Due to the funding, Cheshire backed out. There is some

movement with EPA and DEEP pursuant to the PA 12-155 legislation, and it is expected some closer studies will be done of the Quinnipiac River looking for phosphorous levels and where we need to be. Those will guide to where they go to permits regarding lowering the phosphorous levels. There are DEEP and consortium liaison people following through on this, but Mr. Dievert does not see any movement on lowering permits. There is the five year grace on the .2 to .7 right now. Cheshire is on the email list for information but not involved in the litigation.

**c. Status of the Town's IT backup center.**

Mr. Dievert reported that it is too costly to run the line from Town Hall to the Plant, about \$40,000 cost annually for the maintenance of the lines. The decision is no longer viable, and the center will remain at the police headquarters because the line is there.

**5. NEW BUSINESS**

**a. Bid Results/recommendation for selection of I/I Flow metering/Camera/Smoke Testing.**

Mr. Gancarz announced that the bid is out for the flow metering camera inspection, smoke testing, and Attorney Lord reviewed the permission to use the money. He concurred that the money can be used. Bids were received. New England Pipe Cleaning was the low bidder at \$72,250, and Mr. Gancarz talked with them the other day after the bid. An award letter was sent out today. The intention is to have flow meters in place in April to start monitoring wet weather flows.

Mr. Gancarz met with Scott at the plant, received a year's worth of data for each of the pump stations in addition to rain fall data. Mr. Dievert has supplied the year of plant flows, so this information is being correlated.

Mr. Dievert reported that since he has been there he has reports on rain flow since he started at the plant, and it is significantly higher than when he first came to the plant. He uses Meriden Airport which has an under ground rain/water data.

**b. Request for sewer service at 686 Wiese Road.**

This is not an official request, and Mr. Gancarz said the resident wanted to inquire about connection to the sanitary sewer system. It is a unique situation. The resident believes she has a failing septic system. He distributed copies of maps of this area of town, and Mr. Dievert has visited the site. Last year the sewers were extended in the area of Applewood Drive, with a request from the resident of 404 Wiese Road to extend sewers further up the road so he could connect. The sewer was extended to serve 404 Wiese Road. The resident at 686 is right across from the sewer so it should be an easy answer. However, in looking at the color coded sheet, the 686 lot is noted. There is a bold line which excludes this lot from sewer service although everything in light gray behind this lot is already sewered. The two dots right next to 686 are shown as in-fill properties. So, everything surrounding this one lot is either sewered or in the plans for sewers. The last page is the Conservation of Development map showing this as a conservation area, which is a little questionable. This house has been there 40 years, and adjacent area shaded as conservation, is served by sewers. In the next month the

resident may make an application. Technically, she is in an excluded area, but the sewer is right at her driveway. The area is listed as a conservation area, but there are streets sewered behind 686 and across the street.

Mr. Kasinskas said this particular lot and in-fill lots along Wiese Road were constructed in the 1960's, and built the same time as the Greenwood neighborhood. Buckland was built in the 1980's as a cluster subdivision and required to be sewered. The fact that the 686 lot was skipped is, probably, an error.

If there is a request made by the resident, Mr. Gancarz said the issue will have to be addressed.

Mr. Dievert questioned whether Chesprocott is aware of this property and if there was some health issue to move this along, getting 686 tied to the sewer. There is some type of problem, and the septic system is being pumped out 2 times a year.

Mr. Perrotti does not believe there would be a problem with sewerage this property.

**c. Testimony by Mr. Milone on Bill SB-842 at Legislative Office Building**

**d. Testimony by Mr. Milone on H.B. 6587 at Legislative Office Building.**

Mr. Dievert briefly summarized testimony by Town Manager Milone. In his testimony Mr. Milone stated that Cheshire is faced with a State mandated phosphorous reduction plan which will cost \$7.2 million; a refusal by the State DOC to share in the costs of the WWTP upgrade of \$32.15 million; and a refusal by DOC to pay the \$1.5 billion due in user fee back billings. Mr. Milone also testified on the loss of the Prison PILOT payment of \$2.3 million.

Copies of the testimony will be emailed to the Authority members.

HB-6587 – is an act between the State and any municipality where a correction facility is located. Mr. Dievert summarized Mr. Milone's testimony. He testified that the town is trying to renegotiate the contract between the Town and CCI to amend the contract so CCI pays their portion of the upgrade based on the facility's flow of 23% to 24%.

**e. Discussion of Developer's Agreement.**

This issue was discussed at the last meeting, and Mr. Perrotti said there were a variety of issues which the Authority had, based on where the Town was in using engineering firms. Things have changed and there is a different level of capability within the Town.

Mr. Gancarz said he went back and dug out a previous developer's agreement, and had it re-drafted. It just outlines what is expected out of a developer before turning over sewer laterals and extensions to the Authority. It outlines what they have to do, what they need to provide as far as testing, electronic as built kept on file. No action is required, and he just wanted the Authority to have information on this document.

As other items come before the Authority this can be used as a basis. After the meeting last month, Mr. Gancarz commented on the proposal on North Brooksvale for the 400 foot extension that went onto private property. He said the developer was encouraged to put in the larger sewer and manholes. At the meeting there was discussion about the Authority taking this over. In talking to Mr. Dievert, this is not the type of thing the Authority is anxious to take over. It is built on private property. We want the chance to inspect it, and make sure it will not be a source of inflow. But, as far as having to get an easement and be responsible for another 400 feet of maintenance on private property the Authority is not anxious to take this on.

Mr. Dievert walked the property and reported it is way back and wet.

Mr. Gancarz said the document can be marked up and Authority members can review it next month. We do not want to take over a 400 foot sewer. It could be subject to inspection and getting an as built.

One of the concerns about the town taking over this 400 foot sewer line was cited by Mr. Perrotti. It is a concern about any blockage issue, and Mr. Dievert getting the call.

Some examples were stated by Mr. Dievert, including Old Towne condo, and some private lines on North Brooksvale. They have called and were told the town could not respond because they were private lines, and the town would not take liability.

**f. Authorization to proceed to Bidding the Construction Upgrade of Water Pollution Control Plant.**

Attorney Lord said he has run across this for another property for resolution of going to contract. Bond Counsel is being cautious and wants to see an official vote taken on the contract and agreement pursuant to CWF rules.

MOTION by Mr. Bowman; seconded by Mr. Kasinskas.

MOVED that the WPCA authorizes the project for the upgrade of the Water Pollution Control Plant going out to bid when it is ready to go.

VOTE The motion passed unanimously by those present.

When the project is ready to go to bid Mr. Perrotti commented on the process which has been discussed for construction and administration and ways for technology making it easier. He noted that Mr. Chelton had suggested going to an electronic drawing system so contractors can pull down the drawings, as needed. He asked if this has gone further, and if it's a done deal.

Mr. Chelton advised that all pricing has been revised to reflect this. When it was mentioned to DEEP they said they had never done a project that way. At some point DEEP may question the process.

According to Mr. Gancarz we are the first, but DEEP seemed receptive.

The Authority was informed by Mr. Chelton that the town has to vote a representative to act as the point person for the grant and loan. In the past, on the denitrification project, this was Town Manager Milone. It makes more sense than having someone else, as Mr. Milone is the person who will sign the grant and loan agreements with DEEP and be the designated representative. Nothing needs to be done by the Authority, but AECOM will be send Mr. Gancarz information which must go to the Town Council to vote and authorize Mr. Milone as the representative for the project and to act on the town's behalf.

Mr. Gancarz updated information the plant upgrade. Since the last meeting a request was filed for determination with Inland Wetlands, along with supporting data and maps. IWW concurred that we did not have to go to a full permit, and their approval was received. There will be a filing on Monday with Planning and Zoning for a special zoning permit application which will be on the agenda of the PZC in April, with Mr. Milone signed as the owner of the plant. This would get the project through the local process.

## **6. OLD BUSINESS**

### **a. Septic System Summary from Chesprocott dated March 1, 2013.**

Mr. Dievert reviewed the issues regarding septic systems from Chesprocott.

196 Mountain Road – was in the failures and repair summary; a deck was illegally built on this house 10 years ago and problems were noted during a real estate inspection.

1689 Musso View Road – septic tank cracked; no request to tie into sewers at this time.

1007 Peck Lane – there is an issue with the well being close to the septic system; they are looking to connect to public water.

### **b. Approval of Minutes – Regular Meeting February 27, 2013**

MOTION by Mr. Carroll; seconded by Mr. Scannell

MOVED that the minutes of the Regular Meeting of February 27, 2013 be accepted and approved subject to corrections, additions, deletions.

VOTE           The motion passed 5-0-1; Bowman abstained.

## **ADJOURNMENT**

MOTION by Mr. Bowman; seconded by Mr. Scannell.

MOVED to adjourn the meeting at 8:40 p.m.

VOTE        The motion passed unanimously by those present.

Attest:

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Marilyn W. Milton, Clerk