

Town of Cheshire Water Pollution Control Authority (WPCA)
Regular Meeting
Wednesday, August 27, 2014 at 7:30 p.m.
Town Hall Council Chambers 84 South Main Street, Cheshire, CT

Members present: Chairman Timothy Pelton, Matthew Bowman, Ken Cianci, Steve Carroll, John Perrotti, Mark Kasinskas, Thomas Scannell

Members absent: None.

Staff: Town Engineer Walter Gancarz, Town Attorney Andrew Lord

Guest: Don Chelton from AECOM.

Dennis Dievert, Waste Water Treatment Plant Superintendent, was not present

Pledge of Allegiance

All present recited the pledge of allegiance.

Roll Call

The roll was called. Chairman Pelton determined there was a quorum.

Emergency Evacuation Notice

Chairman Pelton read the emergency evacuation notice.

1. Public Communications

Chairman Pelton informed Authority members that Dennis Dievert's mother passed away yesterday and they share with him their condolences.

2. Projects

a. AECOM Invoice #37464268 dated August 12, 2014 in the amount of \$123,625.52

Mr. Gancarz reviewed the details of the AECOM monthly invoice broken down by task; he said pretty much it's on target with the one exception being the second 2.15 consultation for which most of the budget has been utilized although there is still a fair amount of time to go on the project.

Mr. Gancarz noted that they have been keeping track of the hours devoted to the PCB elevation-remediation plan; more than half of the funds that have been used up were devoted to the PCBs. He said it's going to cause that one issue to run over but they are actually running below on some other items; they will continue to monitor it.

Mr. Gancarz said he thinks the approval letter from EPA for the proposed remediation and encapsulation plan will arrive soon, perhaps this week or early next week. Verbal approval has been indicated.

Mr. Gancarz recommended payment of the invoice.

Motion: To pay the AECOM invoice #37464268 dated August 12, 2014 in the amount of \$123,625.52 (for services on the W.P.C.A Upgrade Project from July 5, 2014 through August 8, 2014).

Moved by Mr. Scannell. Seconded by Mr. Perrotti.

Mr. Kasinkas said on the shop drawings it looks like we've gone through quite a bit of the total (as previously discussed, it's usually somewhat front-loaded.) Has that started to drop off or lessen?

Mr. Gancarz said it has. It will probably later pick up again. There has been a fair amount of time devoted to it; the more difficult extensive ones are complete.

Mr. Perrotti asked about using video conferencing or another type of conferencing system to limit the number of trips. Is that something that can be done?

Mr. Chelton explained that the goal of the monthly progress meeting is to see some of the progress on site and discuss issues. There is no video conferencing system set up in the construction trailer. He said he didn't think they had excessive hours on the site trips.

Mr. Gancarz said the site trips are actually tracking a little bit below budget.

Motion carried unanimously of those members present.

- b. Carlin Contracting Company Change Order 5 dated July 31, 2014 in the amount of \$31,351.05 (net decrease change order)

Mr. Gancarz explained that change order number 5 has to do with a number of small adds and deducts that comes up throughout construction; this invoice is a net decrease change order, reducing the overall cost. There were two items that were not eligible for DEEP reimbursement, the fuel oil and chemical bid items, so they've been taken out to be paid out of operating funds. The largest add was the final settling tank algae brushes; these have to be added.

Mr. Gancarz reiterated that this change order is net deduct.

Motion: To pay the Carlin Contracting Company invoice dated July 31, 2014 in the amount of \$31,351.05 (for Water Pollution Control Plant Upgrade Project; Contract Number 1213-06; Est. No. 5; work through July 31, 2014).

Moved by Mr. Scannell. Seconded by Mr. Carroll.

Motion carried unanimously of those members present.

Mr. Gancarz said he has a copy of the backup to the invoice if any member wants to see it.

- c. Carlin Contracting Co. pay estimate #9 dated July 31, 2014 in the amount of \$1,592,549.37

Mr. Gancarz explained that overall they made good progress this summer and provided a brief progress report regarding the status of the secondary clarifiers.

Mr. Gancarz said the administration building is sheet-rocked and painted, the lab equipment is starting to come in and the intention is to have that ready for occupancy by late October;

the emergency generator building has the new emergency generator in it; they are working on the digester building (the covers have been taken off and the contents cleaned out); the walls are up and the outside brickwork half way completed on the big ultra-violet and phosphorus removal building; work is being done on the primary tanks; most of the roofing has been done; underground duct work and piping is mostly completed.

Motion: To pay the Carlin Contracting Company invoice dated July 31, 2014 in the amount of \$1,592,549.37 for Water Pollution Control Plant Upgrade Project; Contract Number 1213-06; Est. No. 5; work through July 31, 2014.

Moved by Mr. Scannell. Seconded by Mr. Bowman.

Motion carried unanimously of those members present.

3. Superintendent's Report No report due to Mr. Dievert's absence.
4. Town Engineer's Report
 - a. Status of Cook Hill Pump Station – New Pump Installation
Mr. Gancarz reported that at the Cook Hill Pump Station the pumps were installed and have been working for about two months now and there has been only one clog. New projects will be considered to use the remaining money, about \$100,000, in the gift account.
 - b. Pump Stations Funding (CWF)
In his presentation to the Town Council, Mr. Gancarz pointed out that the state has a 20% grant for which both projects would be eligible. The Council felt there were other Town projects more urgently needed, but suggested these projects be put forward for funding consideration next year.
 - c. PCB Update
Mr. Gancarz said most of the PCBs have been removed from the digester building and painting will begin soon. The EPA approval letter will be forthcoming, but at least verbally it appears that the recommended plan to use paint to encapsulate residue will be accepted.

Chairman Pelton asked if there had been reconciliation with Cinagrow and the problems they allegedly created.
Mr. Gancarz said that, per last week's meeting with the contractor, the Town will receive an \$18,500 credit (as a deduction in the contract) for the issues that occurred during the dewatering of the sludge.
 - d. Sump Pump Subcommittee
Chairman Pelton said the sump pump subcommittee recently reviewed duties, roles and assignments. This committee should remain active, continue their bi-weekly meetings, and resume that project in earnest soon.

e. I/I Program Update

The areas which were metered during the past two springs have been mapped to the GIS. This will help to determine excess infiltration. The next step will be to examine individual areas.

Mr. Bowman said as our flows go up so do CCI's. Can this be addressed?

According to Mr. Gancarz, an independent infiltration study has been done at CCI, but the information is being withheld because of the claim of the Town against the Department of Corrections. The Town will receive a copy when it's possible. (The claims process began on July 1 and the State has 90 days to respond.)

Mr. Bowman reminded the Authority that in 2013, the Town had a higher peak while CCI had a lower peak. If the ionization for CCI is getting worse, that should be addressed.

Mr. Gancarz said it currently accounts for approximately 40% of the payment to the Town, so there is compensation being made.

f. Capital Budget

Mr. Gancarz reported that funding for both the Cook Hill Pump Station and the West Johnson Pump Station are being deferred. The Council recognizes the need, but has more pressing priorities. If clean water funds become available next year, the Town could apply.

Mr. Gancarz gave members a report of the contingency fund for the project. The contingency started at \$945,704.49. Unplanned projects/expenses included design extra; additional sludge expense; PCB evaluations and removal for the influent pump station and operations building; additional PCB remediation and encapsulation.

Change orders 1 through 5 total \$298,214. One of these was for the PCBs in the digester building, in the amount of \$220,000. Discussion followed whether or not that sum would cover the job; the cost may actually be slightly less.

Mr. Gancarz said \$139,000 remained from the work on the previous influent pump station. According to Town Council, that money can be still be specifically used for work at the influent pump station, so that can be considered a credit to the contingency fund.

Mr. Bowman asked if Mr. Gancarz felt the contingency would cover the remaining expenses.

Mr. Gancarz referred to the second handout he provided, a summary of items that might provide a cost reduction, which was compiled by AECOM, Dennis Dievert, and Mr. Gancarz. It includes the furniture allowance, which could be moved to an operating budget since it's not eligible for DEEP funding; some laboratory equipment; extra shop equipment not eligible for DEEP funding; about \$63,000 of spare parts; fuel and chemical allowances that could be moved to the operating budget and are not eligible for DEEP reimbursement; digester cleaning by screw conveyor, which will happen instead by tandem truck, saving \$58,000.

Mr. Bowman asked about the number of truck loads removed each week and whether the tandem truck requested by the Public Works Department could be shared to save costs.

Mr. Gancarz said there are various small jobs to be completed: painting, replacement of bird netting, control duct work, the PBC impacts (previously previewed). Some of the painting could be completed later, and the netting could be replaced by the WWTP staff. One expensive job remains: refurbishing the two belt filter presses used to dewater sludge. This refurbishment could be removed from the construction contract for a savings of \$335,000 if additional money for construction is needed. The overhaul for one or both presses would be deferred to a future operations budget, but a decision will need to be made soon whether or not to proceed with the process. Delaying it until after the plant renovations are complete might add a level of difficulty to the process.

Mr. Bowman thanked Mr. Gancarz for preparing such a complete and understandable report.

5. Old Business

- a. Scheduling bi-weekly construction update meetings (time, location, format)

Chairman Pelton said he wanted to continue bi-weekly construction meetings.

There was a consensus of the Authority that the meeting would be held on Tuesday, September 9, 2014 at 7:00am at the Town Hall.

Mr. Gancarz said he'd make arrangements to notice the meeting.

Mr. Bowman will not be able to attend meetings at 7:00am for the foreseeable future. He invited the Authority to consider replacing him on the sump pump subcommittee for the present time, since that is their meeting time.

6. New Business

- a. Letter from Chesprocott dated August 1, 2014
Authority members reviewed the Chesprocott letter noting a number of aged repairs.
- b. Approval of Minutes of the Regular Meeting held July 23, 2014 & Special Meeting of August 12, 2014

Chairman Pelton called for a motion to approve the minutes from the regular meeting of July 23, 2014. Moved by Mr. Scannell. Seconded by Mr. Bowman. Mr. Bowman abstained from the vote to approve the minutes. Motion approved 6-0-1.

Motion: To approve the minutes from the Special Meeting of August 12, 2014. Moved by Mr. Scannell. Seconded by Mr. Carroll.

Mr. Bowman, Mr. Perrotti and Mr. Kasinskas abstained from the vote to approve the minutes.

Motion carried 4-0-3.

7. Applications

WS Development Final Application (continued from previous meetings)

Mr. Bowman recused himself from this portion of the meeting at 8:09pm.

Andrew Manning with WS Development and Steve Ditsko, PE, from Milone and MacBroom were present.

Mr. Manning explained that he would review the process to date. There are two items to be considered: the final design approval component (the plans of the sewer extension, pump station, forced main, location) and the Developer's Agreement which will delineate the building process.

Mr. Manning reviewed his meeting with Mr. Gancarz and Mr. Dievert which was an opportunity for them to comment on the design plans that had been submitted to date. Following that meeting, and addressing their comments and the open issues, MMI submitted the final design plans to the Town on August 20, 2014.

Mr. Gancarz asked for additional clarification on two items from that meeting: what metering pumps will be installed and what is the location of odor control equipment?

- According to Mr. Ditsko, per the Town's request, the pumps will be either HOMA, Flygt, or Flowserve brand.
- Mr. Ditsko explained that the odor control system will be delivered as part of the package built by the developer and as specified by the August 20 plans. The detailed design should be available for staff review in 2-3 weeks.

Mr. Manning then explained the Developer's Agreement submittal process, which used, as its base, the Town's standard form. It was updated to address form considerations and then the specific components of this project were inputted. The first draft was submitted to the Town and the Town Attorney and returned with comments. A second draft was distributed and, taking the additional comments into consideration, the August 20 final version was submitted.

Chairman Pelton said he had a comment on the Developer's Agreement. Past practice for the Town has been that if a future connection is applied to an existing system, a 10-year reimbursement time would apply for the developer to recoup construction costs. There was no interest accrued. The proposed Developer's Agreement calls for a 20-year window and 5% interest. Mr. Pelton would prefer that the reimbursement be consistent with the Town's past policy.

Mr. Manning noted that the potential for growth for this area of the Town is very different from a well-developed residential area in that much of the growth will extend farther than 10-years out. (This particular project has been in conception since 2006, in fact.) It requires significant effort to bring the sewer across Interstate 691, so the developer would like the ability to be reimbursed for projects that may not be under consideration yet but which may be built in the adjacent 60-70 acres of land during the next two to three decades. The 20-year agreement is a compromise between the Town's current 10-year policy and a 30-year planning cycle for a growth area such as this.

As far as the 5% interest rate, Mr. Manning feels it is a similar issue because it goes to the future growth potential for the area. The value of money over a 20-year period of time will likely be substantially different, so the developer is trying to recoup the capital and costs which will be made to provide the opportunity for a later sewer connection.

Chairman Pelton asked for comments from the Authority on the documents under review.

Mr. Gancarz pointed out that the portion of the system to be considered when assigning a cost or portion of cost for a future connection will not include the section that will be constructed exclusively for the use of the outlets. Included will be the main trunk line and extension to Route 10 across the street from the Bothroyd property, the pump station and the force main and the gravity portion of Route 10 that goes to the intersection with East Johnson/Route 10.

Mr. Perrotti asked if we knew of any other agreements that go beyond the 10-year window that WS is asking for.

Mr. Gancarz said he was not aware of any.

Attorney Lord said he was not aware of any either. This has been a boiler plate document for a long time and he thinks it's been fairly pro forma but as discussed this project isn't exactly like other ones that have been approved in the past.

Mr. Carroll asked for clarification regarding conveyance of ownership, section 4, paragraph 23; his understanding was that third party connection might include either a potential residential development or another commercial development.

Mr. Manning said that was correct.

Mr. Gancarz said there are really two potential future developments, one of which is off site. The other part, which isn't part of this Final Design application, but is part of the Award of Capacity, is the residential component of the WS Site Plan.

Mr. Carroll said the reason for his question is to understand that it is the determination of the WPCA whether or not it's in the best interest of the Town to take over the system; it won't suddenly become a public system without the Town's assent.

Mr. Perrotti said the word 'any' is upon the approval of any third party development, so maybe what constitutes a third party development needs to be examined more closely.

Mr. Gancarz said his concern would arise once there is another connection – let's say a property develops across the street – then there is the situation of a private sewer going into another private sewer before entering the public sewer. A Cheshire customer would be discharging into a private sewer before entering the public sewer.

Mr. Gancarz said what happens for example, if a sewer collapses on the Outlets property and backs up and causes an issue on an offsite property? Where would the Town stand? A private sewer would be causing an impact to a customer that's paying their sewer fee to the Town. It would seem that at that point the Town needs to control that private sewer.

Mr. Carroll said, realistically speaking, the approval of a third party connection or the residential phase of the development would be unlikely to happen for at least two to three years. After that period, the Town would already know that the system is operating well and that there's no problem.

Mr. Manning said that, as far as taking control of the system of unknown operations, WS has a vested interest in its operating well because it will be under obligation to provide sewer service for its tenants. WS also has a vested interest in the way this Developer's Agreement controls some of the constructability provisions. There are provisions for onsite observations, testing, and Operation and Maintenance manuals. The Town has the right to come to inspect and oversee the system upon notice and personnel can come and see how it is running. The Town will quickly be able to assess the system, which is operating for a 480,000 SF shopping center.

On the issue of a third party connection to this system he agrees with Walt's concern. For example, if a third party connection isn't paying their bills how does the Authority control that third party flow? The WS has no rights and no obligation to collect the invoice. It would be too convoluted, unmanageable, and unwieldy to keep the system private at that point. Once that third party connects, the system should be turned over to the Town.

Chairman Pelton asked if that satisfied Mr. Carroll's question.
Mr. Carroll thought it was a reasonable explanation.

Chairman Pelton asked if there was further discussion on the documents. He asked if Attorney Lord had anything to add from his perspective.

Mr. Perrotti wanted clarification that once the system is built, commissioned, and accepted, as soon as someone taps into the system, it would be transferred to the Town.

Mr. Manning stated correct. The process of transferring involves formalizing the documents and conveying it through a bill of sale and easements.

Attorney Lord noted that the issues raised by the WPCA were addressed and revisions to the agreement were rerouted through the WPCA again and through Attorney Smith, the Town Attorney, who also looked at it. As far as the attorneys are concerned, the outstanding issues are resolved.

Mr. Pelton wished to continue the dialogue on 10-years versus 20-years reimbursement.

Mr. Perrotti said he would not want to set a precedent by changing the reimbursement window to twenty years.

Mr. Pelton said it would not be to the Town's benefit if it didn't change hands, but to the benefit of WS which would seek to recoup costs as others hooked up to the system.

Mr. Carroll said he can't speak to any past agreements with the 10-year window but he thought WS made a good argument that this is a major facility. He agreed that it would likely take years for another development to reach the construction phase and tie in. The 10-year window seems somewhat arbitrary, better suited for residential development. In light of the scope of this project, the 20-year window seems reasonable. As for the 5% interest, if that's the going borrowing rate, it makes sense.

Mr. Carroll then asked whether any earlier developers would see a 20-year window with WS as an opportunity to try renegotiating a prior agreement.

Mr. Pelton declared himself a proponent of past precedents. He would prefer to maintain a consistent agreement so a future developer can't make a bona fide argument that other terms have been agreed to and should be offered for their new project. However, he would like to hear views from the rest of the Authority as well.

Mr. Kasinkas declared himself more sympathetic to the 5% interest than the 20-year window. Many of the infrastructure and regulatory issues future developments would have faced have already been determined by the planning that's gone into the WS project, so the next project may progress more quickly. Therefore he disagreed that a 20-year window is needed.

Mr. Manning reminded the Authority that the largest tract of land that potentially could be developed to the east is currently owned by the State of Connecticut. The 60 acres will probably attract developers once the outlet project proves itself successful, but to transfer that land into private hands for development would certainly take a number of years, not to mention the process of permitting, connections, and approvals. From developer's standpoint, the installation is a big risk and there may not be a return at all from this investment.

Mr. Pelton said the last item he wanted to address in the Developer's Agreement had to do with the original amount of flow on the application, which was 70,650 gallons per day for the commercial side only, not the residential side which would be another 33,000 gallons per day. Mr. Pelton wants to be clear whether the approval, if it is granted tonight, is for both commercial and residential or just for commercial and that the correct number is reflected in the approval process.

Mr. Manning stated that the project application is for the master plan for the whole property outlined in Exhibit A in the agreement and which has been approved by the Planning & Zoning Commission for the development project. Only the outlet portion is proceeding at this time, but both parts of the project would be covered and there would be no reimbursement for any other piece of the land that's currently part of Exhibit A.

Mr. Pelton questioned again whether the capacity approval under consideration at this meeting was for the partial or the entire project.

Mr. Manning said the developer would need to come back for the final design of the sewer extension for the residential project but the capacity would be granted at this time.

Chairman Pelton said the difference is between 70,000 and 100,000 in round numbers of gallons per day; the Authority must be certain which it is approving. The motion approval will be to approve "x" gallons per day. Will that "x" reflect just the commercial facility flows or the flows for commercial and residential?

Attorney Lord suggested that the WPCA move to issue an award of capacity for the roughly 100,000 gallons/day and an approval of final design for 70,000 gallons/day with the understanding that the residential portion of the project will come back for final design of the 30,000 gallons/day.

Mr. Manning affirmed that this was the request.

Mr. Gancarz noted that there would be no assessment because the developer is building the sanitary sewer system, however there would still be a capacity fee for which is outlined in the agreement and which would apply to the outlets and the individual residences.

Chairman Pelton read the following Motion into the record:

The Cheshire WPCA has reviewed the application and submittals for the Outlets at Cheshire located at Route 10, I-691 and Dickerman Road for Final Design and Award of Capacity Approval. Based upon that review and based upon the submission of the Director of Public Works, the WPCA has determined that the application and submittals detail a sanitary sewerage system which can be constructed and used for sanitary sewerage purposes in accordance with the requirements of the Cheshire Sewer Regulations and other applicable specifications, codes, and laws. This application is approved for 105,000 gallons per day. Therefore, this application for Final Design of the commercial component of the development is approved as well the award of capacity.

This Final Design and Award of Capacity Approval is conditioned upon the following:

- 1. This Approval does not confer the right to connect to the sewer system which can only be gained by applying for, and obtaining approval of a Sanitary Sewer Connection.**
- 2. All costs connected with the acquisition of easements and construction of the proposed sewer system shall be borne by the developer in accordance with the terms and conditions of the executed Agreement also known as the Developer's Agreement by and between Cheshire Outlets, LLC and the Town of Cheshire WPCA.**
- 3. All transfers of property in the subject development shall be encumbered by a written waiver by each grantee to any right to appeal any benefit assessment which the Town of Cheshire may levy on such property; however, each grantee may reserve the right of appeal regarding supplemental assessments that the Town may levy.**
- 4. All construction shall conform with all relevant federal, state and local laws, rules, regulations, and specifications.**
- 5. Official representatives and agents of the Town of Cheshire, including the Building Official and the Director of Public Works, Town Engineer and WPCD Superintendent are authorized to enter the property, at reasonable times, for purposes of inspection, observation, measurement, sampling, and testing, in accordance with the terms and conditions of the Developer's Agreement.**
- 6. This Approval permits the construction of the sanitary sewerage system for the Outlets at Cheshire, and has also incorporated estimates of future capacity in the pump station and collection sewers to serve associated residential units, and adjacent off site properties at their expected development rates. These off site developments would be subject to their own permitting applications through the Cheshire WPCA.**
- 7. The proposed sanitary sewer system shall become a part of the public sanitary sewer system at the first public sewer system manhole where the force main enters from the Outlets at Cheshire as referred to the plans outlined in item eight. The remainder of the system will remain private until at which time the Town takes ownership, as detailed in the Developer's Agreement.**
- 8. The specifications and submittals are incorporated and made part of this Approval. Specifically this includes but is not limited to the following documents:**

Plans (31 sheets) and Specifications plans dated May 19, 2014 revised to August 20, 2014 and prepared by Milone and MacBroom.

Application and supporting documentation dated May 19, 2014.

Sanitary Sewer Design Basis report, dated May 19, 2014 and supplemental information presented at WPCA meetings.

Sewer Extension Agreement dated August 20, 2014.

Grant of Easement, dated August 20, 2014.

Developer's Agreement, dated August 20, 2014.

This Final Design and Award of Capacity is issued in connection with a Special Permit application and shall be valid for a period of five (5) years from the date of this approval by the Cheshire Water Pollution Control Authority. Extensions of Final Design and Award of Capacity Approvals for additional one (1) year periods may be applied for and will be granted by the WPCA, by resolution, for good cause shown if the WPCA (in its discretion) finds that substantial compliance has been made with the approved Special Permit; that is, that work on the public improvements and the sewer system has been completed or substantially completed.

9. No Zoning Permit or Building Permit shall be issued and no construction authorized by this Approval shall commence until the Developer's Agreement referred to above is signed by the Developer and the WPCA and is filed with the Director of Public Works.

10. Special Conditions: Final Design for the residential development of this project will need to come before WPCA with final approval prior to being attached to the private sewer system.

Moved by Mr. Pelton. Seconded by Mr. Scannell.

Discussion followed:

Mr. Pelton stated he would use his discretion as the Chairman to allow Mrs. Bothroyd to comment out of order.

Jeanette Bothroyd of 1988 Highland Ave, Cheshire, CT addressed the Authority. She questioned whether the testimony regarding the third party connection would mean the Town would be converting at that time from a private to a public system.

Mr. Pelton confirmed that is correct.

Mrs. Bothroyd asked how difficult it would be at that point to have the Town accept a proposal for something to be developed on the Bothroyd-Dice property?

Mr. Perrotti stated that would not be under the scope of the WPCA.

Mr. Pelton agreed that the question did not fall under the scope of the Authority.

Mr. Perrotti assured Mrs. Bothroyd that the requirements for her property to connect to the new sewer system would be no different than what would be required of any other person or developer, the same rules and regulations.

Mrs. Bothroyd said the discussion earlier was about the State-owned property. Hers is the only piece of adjacent property that is not State-owned, so she wanted to inquire about potential development by another third party.

Chairman Pelton replied that Mrs. Bothroyd would submit an application to the WPCA for review as any developer or any resident desiring to connect to the sewer would. It would be inappropriate for the WPCA to speculate on the feasibility of an application before it is submitted.

Mrs. Bothroyd stated that her acreage being developed should be part of the decision of the WPCA since the huge legal aspect of the sewer system changing from private to public potentially could hinge on the development of her acreage.

Mr. Carroll said his interpretation is that if next month Mrs. Bothroyd went before Planning and Zoning and all the Authorities and said we have a plan to develop this piece of property and we want to connect to the private system that WS just developed, that would be a triggering event for the Town to take ownership of that private system.

Mrs. Bothroyd said she thought everyone was aware that there have been quite a few interested parties in their property and that could be something that's coming up.

Mr. Pelton said he would rather not speculate on possibilities. The response will be the same for any new applicant who would potentially use the private sewer system developed and built by WS. The new developer would come before the WPCA as a new applicant with documents and approvals and the WPCA would review, analyze, and take the normal course of action as it would for any development.

Mrs. Bothroyd said it would just be a big difference for the town.

Mr. Pelton agreed it would be a unique situation. However, the Authority has spent a long time and worked hard with WS to come up with a reasonable outcome of their development. There is a document in place which works for both parties. Should a third party at some time be involved with the private sewer system that will be the time for the next steps.

Mr. Pelton thanked WS for their amicable and professional conduct throughout the discussions.

Mrs. Bothroyd said she'd also like to comment that everybody was more than terrific – WS and the town and all the committees.

Mr. Pelton said the charge of the Water Pollution Control Authority is to preserve public health in the Town of Cheshire and the Authority tries to do that that in the most professional and courteous way. That goal has been accomplished with the dialogue with WS.

Councilman Schrumm addressed the Authority. He said he was thinking about a hypothetical scenario twenty years down the road when some future councilman and future WPCA has to repair this pump station just like we've been talking about repairing the last seven, eight or nine. When the Town says it will take over the system, that is unique. In a typical residential area, to take over the sewer line from a private developer involves only the pipe in the street, which is a public way. The lateral going to the house remains the responsibility of the homeowner

Mr. Schrumm questioned whether this document clearly delineates what part of the system the Town will be taking over, if it goes from private to public ownership. He assumes it refers to the pump station and the parcel of land on which it is located as well as the trunk line that runs from the pump station to the manhole in West Johnson Avenue. He assumes it does not include the network of lines that feed into the trunk line from various stores or residential units that will be tied in. Is it clearly laid out in the agreement what exactly the Town will be responsible for? This is especially important since, as Mrs. Bothroyd pointed out, all that's needed is for one private residence to hook up and then the Town will be responsible to maintain everything.

Mr. Pelton assured Mr. Shrumm that the point had been debated at length. Although the system could transfer from private to public ownership next month, an unlikely but possible scenario, or twenty years from now, the point is that WS will have installed a sewer system to the Town's specifications. The Town has access to the system and will have maintenance records and, by design in the Developer's Agreement, the WPCA has great confidence in the Town's ability to know exactly how that system operates. If it fails while a private system, it remains WS's obligation to repair it in a timely fashion. There are windows of time not to exceed sixty days for things that need attention but aren't urgent emergencies.

Mr. Pelton said at such point in time when another entity gets approval to enter in to that private system and it becomes a public system under Cheshire's flag, the Authority feels that the WPCA and the town engineer and the director of public works and the wastewater treatment plant supervisor have built in sufficient check points, inspection perimeters, and design criteria such that Town personnel will probably know that system as well or better than WS's maintenance personnel. Mr. Pelton reiterated that the Authority has a high confidence that the Town will know how to make it work.

Mr. Gancarz reminded everyone that all the parts of the sewer system exclusive to serving the outlets are excluded from public ownership.

Mr. Carroll questioned again whether the developer would have to come before the WPCA again for an award of capacity for the residential phase.

Chairman Pelton said if the award of capacity is given tonight as part of that 105,000 gallons per day the developer will need to come back only for final design approval for the residential units.

Mr. Carroll said he understands that part. He wants additional clarity on what happens if an individual or entity comes before the WPCA for approval to connect to WS's private system.

Mr. Manning reminded the WPCA that the developer has no ability to approve any sewer connection. The final design for the commercial phase and the award of capacity for the property may be approved, but any connection for flow or tying in would have to be approved by the Town of Cheshire through the WPCA and its rules. The Town would approve the connection and then would enter into the Developer's Agreement components for that third party connection.

Approval will be given by the WPCA, the only Authority that can approve connections for the Town of Cheshire.

Mr. Kasinskis said he didn't quite understand. If the WPCA would be making the approval, it would seem that WS would at least have to agree to the connection because the Town wouldn't be able to agree for someone to hook up to a private system.

Mr. Perrotti reminded him that the system would become public at that point; the Town would own it. If the WPCA approved such an application, it would be making two decisions: one to own the system and one to have somebody connect to it.

Mr. Perrotti asked whether the only private connections possible are going to be through the truck line that WS will provide up to some point right at the Route 10 property line?

Mr. Gancarz said that the residential line would enter from the west.

Mr. Manning objected that such a design hasn't been reviewed or approved yet.

Mr. Perrotti clarified that only the flow was being considered at this time.

Mr. Pelton said the discussion was about public sewer connections outside the description of property listed in the Developer's Agreement; if in some point in time WS were to sell the residential component to another company, the project is still within the property description as outlined in exhibit A of the Developer's Agreement. This discussion is about a public sewer coming from outside what is now defined as the WS property.

Mr. Manning stated he believed that's how it's crafted.

Mr. Chelton wondered about the timing since the Town would take ownership once a third party connection has been approved, but that would require the WPCA to approve a connection the Town doesn't own. This has never been done in the past.

Mr. Pelton countered that the WPCA could make the approval of the third entity contingent upon final securing of the private sewer.

Mr. Manning said he'd defer to Attorney Lord for specific guidance, but the form of transfer is already outlined in the Developer's Agreement.

Mr. Pelton pointed out that the decision whether or not the Town wants to take over WS's sewer as a public sewer could be part of the consideration when presented with an application from a third party to tie in. For a straightforward, reasonable application, by the time the third party would get the final design and award of capacity, the Town would have acquired the sewer system through due process.

Attorney Lord point out that according to the Developer's Agreement, there's an inherit consent to connect, since WS receives reimbursement for their costs when a third party ties in and the sewer transfer agreement is part of the Developer's Agreement. He cautioned that consent could not be withheld simply to avoid having the Town take over the system.

Mr. Pelton agreed.

Mr. Carroll asked for confirmation that the WS system is a private system and a closed system, in that the WS has no authority to allow anybody to connect, and any connection to that system must come through the WPCA, so that the Authority's decision triggers takeover of the system, not the event of someone tying in.

Attorney Lord stated the Authority will have control over the process. Any applicant has to come to the WPCA for an application. If there's a problem with the WS system at that time, if their system won't work for that particular application or it's not going to carry the flow, the WPCA does not have to approve the connection.

Mr. Carroll stated that the WS is a private system and it is closed and it cannot be connected to in any way, shape or form without the approval and consent of the Authority. And if a house across the road, for example Mrs. Bothroyd's, connects, that would be a third party connection to a private system, since it would not impact the award of capacity.

Mr. Pelton referred to item number 6 of the motion as presented, that "these off site developments would be subject to their own permitting applications through the Cheshire WPCA" so the WS, as previously stated, can't condone, approve or allow any external public sewer connection to their system. Applicants need to come before the Authority and seek approval.

Chairman Pelton asked if there were further discussion on the motion.

Mr. Kasinkas said he had a few technical comments: under item 7 at the end of the first sentence, if it would be acceptable to the motioner and seconder, he'd like to add after "the Outlets of Cheshire" the phrase "as shown on the below referenced plans in item eight"; and

as far as the plans dated August 20, 2014 it would be a little better if we cut May 19, 2014 and say revised August 20, 2014.

Mr. Kasinskas said as a point of clarification, under item 9 for the additional extensions, the motion currently says "one year periods" (plural). He had understood Mr. Pelton to say "period" (singular) and he wanted to make sure the WPCA intended to use the plural and not hold WS to just one year's extension.

Chairman Pelton said the past practice of the WPCA has been to allow extensions from year to year to year. "One year periods" is correct.

Mr. Kasinskas concurred.

Chairman Pelton reiterated the recommendation to modify the first sentence in item seven of the motion to say "as referred to the plans outlined in item eight"; and in item eight to modify the first item to say "plans dated May 19, 2014, revised to August 20, 2014."

Mr. Scannell approved the motion as amended.

Motion carried. Mr. Bowman was present for the vote.

Adjournment

Motion: To adjourn the meeting at 9:21 p.m.

Moved by Chairman Pelton. Seconded by Mr. Scannell.

Motion carried unanimously.

Respectfully submitted:

Carla Mills, Recording Secretary