

**Meeting Minutes**  
**Charlton Water and Sewer Commission**  
**Date: January 13, 2014**

Location: Selectmen's Meeting Room, Town Hall

Attendees:

| <u>Members</u>    | <u>Present</u> | <u>Members</u>  | <u>Present</u> |
|-------------------|----------------|-----------------|----------------|
| Joseph Haebler    | Y              | Robert Lemansky | Y              |
| Joseph Spiewak    | Y              | Paul Gagner     | Y              |
| Alex J. MacKenzie | N              |                 |                |

Meeting was called to order by Mr. Haebler at 6:02 p.m. The first item is the warrants. Mr. Gagner: I make a motion to approve the following warrants: Abatement warrant for Southbridge Savings Bank; property at 2 Center Depot Road: \$1,711.56 (additional signature required in order to process same); National Grid: \$7,579.68; Osterman Propane: \$714.91 and \$2,122.80; Ricoh USA, Inc.: \$142.27; total: \$10,559.66; Verizon: \$456.70; AT&T: \$47.66; Woodard & Curran: \$709.39; total: \$1,213.75; Woodard & Curran: contract operations for January: \$40,151.75; R&M; \$2,500.00; total: \$42,651.75; Charlton Police Department: (services for work on 6/6/13; 6/10/13; and 6/12/13): \$807.84; McClure Engineering, Inc.: services with respect to Charlton City waterline activation request and pressure test activities; #10993: \$1,930.25; McClure Engineering, Inc.: data logger collection & evaluation through 10/31/13; inv. #10995: \$828.75; McClure Engineering, Inc.: services for the period ending 10/31/13 with respect to Muggett Hill pump station pay application and processing; #11002: \$246.25; McClure Engineering, Inc.: S. Sturbridge Road: construction oversight; process pay application #1; plus reimbursable expenses; services for the period ending 10/31/13; inv. #11004: \$5,211.00; and S. Sturbridge Road: construction oversight; process pay application #2; set up data loggers; assist TOS in activation of system; services for the period ending 11/30/13; inv. #11012: \$4,255.00; total: \$9,466.00; McClure Engineering, Inc.: N. Sturbridge Rd. sewer ext. services through 11/30/13; inv. #11010: \$1,090.00; McClure Engineering, Inc.: Muggett Hill pump station; services through 11/30/13; inv. #11011: \$325.00; and services for the period ending 12/31/13 regarding continued project closeout; inv. #11046: \$232.50; total: \$557.50; McClure Engineering, Inc.: S. Sturbridge Road/Route 20 system activation; assistance to provide new service to 3A S. Sturbridge Rd and determine location of stub; inv. #11047: \$1,778.75; McClure Engineering, Inc.: Pay req. #2 – final contract payment for Muggett Hill pump station; modifications: \$2,463.96 (Steve: We need to readdress that. This one needs to go to Ricciardi Bros. for the final payment.) Mr. Lemansky: I make a motion that we accept that verbal change; seconded by Mr. Gagner. Vote: Unanimous. Discussion: Mr. Lemansky: How many of these were contract checks? Steve: Pretty much contracts that we had already agreed to. This is the closeout of Muggett Hill. It was held up for a point of a ladder which was on site; and we finally agreed to the fact that they gave us a credit of some \$200 for the ladder that they couldn't find. Mr. Lemansky: These aren't above and beyond the contracts. What about S. Sturbridge Road? Steve: The latest one was the contract for putting in the lateral for 3A S. Sturbridge Road – that was outside the contract. We haven't gone over the contract. Mr. Gagner continued: McClure Engineering, Inc.: MA DOT drain line construction near the Oxford line; services through 11/30/13; inv. #11013: \$395.75; McClure Engineering, Inc.: services for the period ending 11/30/13; meeting with Southbridge & DEP regarding water system expansion \$2,151.25; engineering services pertaining to the betterment process: \$1,552.50; and miscellaneous reimbursable expenses of \$17.25 for the grand total of \$3,621.00. Mr. Lemansky: Mr. Chairman; Steve: Some of these expenses are being put off. Steve: the recovery of the betterment

process. Mr. Lemansky: How are we dealing with the state? Steve: I haven't heard anything. It is still out as to how they were going to retest that line. I had called for McClure's help when we found out they were down there. I was down there with prints to see how far their drainage line was to our water line. **Mr. Gagner continued: McClure Engineering, Inc.: services for the period 11/1 – 12/31/13; continued monitoring and maintenance of data loggers regarding pump stations; inv. #11087: \$360.00; The Abrahams Group: invoice #13-4; services for period 10/5/13 through project completion: \$1,500.00; Kopelman and Paige, P.C.: services through 11/30/13 regarding water project assessments: \$2,356.00. Mr. Lemansky: I make a motion to accept the outstanding bills as read; seconded by Mr. Gagner. Mr. Lemansky: What are we paying for electricity? Steve: Based on usage, they are not all the same. What we pay at the plant would be the cheapest kilowatt hour that we buy. Mr. Haebler: On the back of the bills it lists the per kilowatt hour charge. Steve: FYI since I have been here, I track those every month and can go back to 2008 and look information up when needed, in particular, if consumption is up. **Vote: Unanimous. Mr. Gagner: I make a motion to approve the surcharges for the MTA 5E: \$18,761.14; and 6W: \$8,588.65 for a grand total of \$27,349.79. Mr. Lemansky: I make a motion to accept that; seconded by Mr. Spiewak. Mr. Lemansky inquired about the additional charges. Steve: They are based on excessive use or higher products coming to their effluent. 6W: It means that their BOD level (biological oxygen demand), TSS (total suspension solids) and NH3 (ammonium oxide) are higher – we take readings twice a week out of each station. Those readings are sent to an independent laboratory. They are analyzed; that information is provided to us on a spreadsheet by our contract operator; and I prepare a spreadsheet based on cost for something over and above what an average strength of something coming in from a normal household is. **Vote: Unanimous.******

**Mr. Gagner: I make a motion to approve the Executive Session minutes of November 4, 2013; seconded by Mr. Lemansky. **Vote: Unanimous. Mr. Gagner: I make a motion to approve the minutes of December 16, 2013; seconded by Mr. Lemansky. **Vote: Unanimous. Mr. Gagner: I make a motion to approve the minutes of December 23, 2013. Mr. Haebler: We can't do that because that's a Betterment Committee meeting. Mr. Lemansky: We need a quorum for that. Mr. Gagner: I'll withdraw that motion.******

Steve's report: 3A South Sturbridge Road. We have contracted with the contractor to install the lateral. It will happen during the building season; phone calls relative to betterments as to how they were calculated; have lessened but still coming in; request for information about betterments; there was a letter that came in; they visited the plant for 4 or 5 hours; they took notes, left with questions; haven't heard back from them as yet. Calls and e-mails relative to betterment questions to legal counsel. There will be an alarm technician coming to the plant tomorrow to install equipment. Sewer extension at N. Sturbridge Road: plans and actions have been taken by the owner. They are being reviewed for presentation to the commission at the next meeting. The office copier, scanner and faxing unit. I have prepared a summary for your review and consideration.

Steve: 5 Main Street: a request was sent to us with respect to forgiveness on a sewer betterment. The home at the time of the betterment assessment was a two bedroom home. It has recently been reclassified as a one bedroom home. I informed them that they needed to have applied for an adjustment at the time the betterment was assessed. 6:25 p.m. Carol Theriault and Pierre Theriault, 5 Main Street, Charlton. Mr. Theriault: We are requesting a consideration as to our tax concerns. We feel an adjustment should be considered. We have lived in Charlton for 15 years. Our property abuts Old Worcester Road and Main Street. All of our considerations would be very much appreciated. Mr. Haebler: I don't know what we can do. We would have to check the laws. Mr. Theriault: Years have

gone by. Mr. Haebler: Six months on the original betterment. Mr. Lemansky to Steve: Had you done any research with Kopelman & Paige as far as our ability to turn the clock back here on a change of use from 2 edu's? It was changed from a 2 family to a 1 family. I believe Jeanne McKnight would shed some light on this. When the sewer first came in, you had six months to request and have a hearing. Mr. Haebler: We will have to speak with our town counsel. **Mr. Lemansky: I make a motion that the administrator follows the direction of our chairman to search out the question of the ability to be able to grant consideration of change of use; seconded by Mr. Gagner.** Discussion: Steve: I can share with you what Attorney McKnight advised. Relative to an abatement process, there is a 6 month criteria and how the property was valued at the time. She knew of no way or options. Under a change of use, I will have to go back to her to discuss. **Vote: Unanimous.** Meeting ended with Mr. and Mrs. Theriault.

6:30 p.m. Jody St. George met with the commission. He read his monthly operating report for December. A copy of his report is attached hereto. Jody spoke about the fire that occurred at 58 J Hammond Road and the fact that the owners wish to temporarily relocate to a trailer. Jody: The Millers asked to tie into the septic system. The insurance company will provide the trailer for now. I talked to the contractor today. The invert trough is already installed; a chimney was put in so it is ready to go. I don't want a 6" going into an 8" manhole. The trailer is 20 feet from the road. Once the new house is built, it will be tied into the sewer system. Mr. Spiewak: A T "Y"? Jody: That's a good idea. **Mr. Lemansky: I make a motion to allow the proposed connection here under the guidance of our sewer operator, Jody St. George; seconded by Mr. Gagner.** Mr. Haebler: We have a motion to accept this plan by Jody St. George to connect the Miller house trailer so they can reconstruct the house. Mr. Haebler: All in favor. **Vote: Unanimous.** Steve will check to see if the property was bettered and whether they are paying a betterment. They are going to be tied into Southbridge water. I don't know what Southbridge will do relative to feeding both buildings simultaneously. Whatever they do with water – that is our way of managing the sewer. They have the forms with respect to application for a meter. When they put in 6W and the tank, a connection was made to the house and they were then on Southbridge water. I had them up there because there was water leaking in the basement. They turned it off. Mr. Lemansky: I recall there being a contract to where we actually had put it out to bid to extend the water line from the entrance to the MTA up to that property. It was going to be on the left hand shoulder and it was at the request of Southbridge. Jody: Prior to this tie-in, the MTA was the only contributor to the wet well at the pump station where we sample and bill the MTA from. After this tie in is done, we won't have an accurate account of the MTA loadings. We will look into the option of moving the sampling point to allow MTA waste only. Is there a way for the Millers to use a pump system and then make a connection? Jody: I think it will be a burden on the town or the resident if that was done. It is gravity fed.

6:57 p.m. Old Business: Steve spoke about what he found out regarding the copier warranty. We could have 4 separate units. That would be tough to manage. They are not designed to do 2,500 or 2,600 copies a month. We are not charged for usage on the scanner. The four machines could be placed in a rack. The current machine is worth \$600 to \$800 if we could sell it; but it is a state contract site so we can't sell it. It would go back to the state. The current machine came with a 1 year parts-labor service agreement. We have had an annual parts/labor/service agreement of \$300+- per year for years 2, 3 and 4; plus \$156 a year for copies run. Once we get outside the warranty of the unit, we pay \$.005 per copy. The new unit under state contract provides the savings based on the average price of the machine which is between 15% and 25% cheaper than what we can buy it off the market for, which would be a \$1,250 savings to the plant. The additional two years which we would have to buy and the service

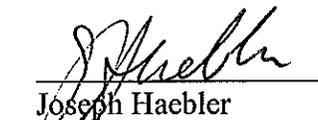
agreement would save an additional \$156 per month. Years two and three under their new warranty service period moves us out an additional two years without any service agreement or payment for copies which represents a savings of years 2 and 3 of \$156 a year. There are three toners with this machine. We get 6 months of usage at no cost because we don't have to buy toner. Savings to our department would be roughly \$2,500—if I take off what's lost or available to the department, that leaves us with a savings over 3 years of about \$1,100. If we were to entertain a 4<sup>th</sup> year lease, we would have to buy that contract; pay \$.005 per copy; and the service and labor agreement – the net savings would be a total of \$50 over 4 years. My recommendation is approval of the three-year situation. Mr. Haebler: Any comments on what Steve presented? Mr. Lemansky: How many copies do we do? Steve: We average 2,600 copies per month. Mr. Lemansky: Your recommendation is that this is a lease proposition. Is there a vendor out there who sells copiers through a state vendor? Steve: We could buy this from them. We would get 1 year lease and service; 1 year maintenance and equipment, which is an additional \$390 in years 2, 3 and 4. If this was 4 years ago, then we might be able to justify buying it outright. The fact is that this item which expires the end of the month has given us an additional two years of hands off, trouble free, maintenance free operation, which is a savings of \$800. I tried to identify cost vs. savings. Over three years we would save about \$100. Mr. Haebler: I'll entertain a motion on this proposal. Mr. Gagner: I'd like to digest the figure. Steve: If we purchase it outright, as the usage goes up, the annual maintenance goes up. I know that for four years, they would hold the figure of \$390 a year. Mr. Lemansky: When does it go to the ½ cent per copy? Mr. Haebler: Under this proposed lease agreement, this would be a brand new machine. Steve: Yes. On scanning it will scan in color. Maps: the machine would read in color when it is sent. The current machine won't produce color. Mr. Lemansky: **I make a motion that based on where we are with this, we need a copier and we go forward with the state contract for 4 years; seconded by Mr. Gagner.** Steve: The lease will start and the lease price is fixed for 3 years and then \$14 more per month for the 4<sup>th</sup> year. **Vote: Unanimous.**

Steve: Computers at the plant. There have been a number of recent actions at the plant; sent an email to the group. XP is no longer will be serviced by Microsoft as of April 1, 2014. They won't provide any performance programs in the XP software. They suggested we should migrate. Our units were bought in 2007. Every 4 years the town is going to turn over machines. The most advanced program out is Windows 8.2. The town is on Windows 7. The software program is Microsoft Office 10. Mr. Lemansky: I'm not ready to make a decision on this tonight. Mr. Haebler: If the town is running Windows 7, we should be in sync with the town. Mr. Lemansky: I'm concerned that 2007 equipment should be able to run Microsoft 7. We have a software issue, not a hardware issue. Mr. Haebler: The hardware cannot handle the new software. To Steve: When do we have to decide? Steve: By April. The old systems purchased in October of 2007--we can upgrade the memory in them for \$90 per unit and install Windows 7. If you want to use them for an extra work station, they would be slow but sufficient for occasional use. Steve: It will operate Windows 7 with our current Windows 3. Mr. Lemansky: Don't have enough RAM. He's suggesting new desktops. Steve: What's the budget here? He identified the cost at \$1,600 for 2 units; 23" monitors; \$420.00; \$2,020.00. Mr. Haebler: I'll entertain a motion. We will have to consider this, and put it on the agenda for next meeting. Mr. Spiewak: Could we look at the working capital for this year. Mr. Haebler: I saw Ms. Craver. Mr. Lemansky: **I make a motion to go into recess; seconded by Mr. Spiewak. Vote: Unanimous.** At 7:16 p.m., the commission recessed and reconvened at 7:28 p.m. Robin Craver, Kathleen Walker and Joe Szafarowicz joined the commission. Mr. Lemansky: **I make a motion that we go into Executive Session under M.G.L. Chapter 30A, Section 21, number 3: to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body; and number 6: to consider the purchase, exchange, lease or value of**

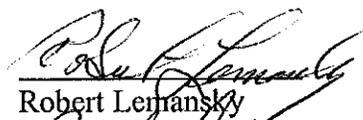
real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body and to exit Executive Session for the purpose of adjourning; seconded by Mr. Gagner. The chair does declare that there would be a detrimental effect under number 6 if in open session. **Vote: Mr. Lemansky: I; Mr. Gagner: I; Mr. Haebler: I; and Mr. Spiewak: I.** Mr. Haebler: We are now in Executive Session.

**8:33 p.m. Mr. Lemansky: I make a motion that we adjourn Executive Session; seconded by Mr. Gagner. Vote: Mr. Lemansky: I; Mr. Gagner: I; Mr. Haebler: I; Mr. Spiewak: I. Mr. Gagner: I make a motion to adjourn our regular meeting with the next meeting being held on January 27, 2014 at the sewer plant at 6 p.m.; seconded by Mr. Lemansky. Vote: Mr. Lemansky: I; Mr. Gagner: I; Mr. Spiewak: I; Mr. Haebler: I.**

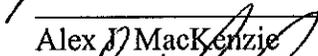
Meeting adjourned at 8:34 p.m.

  
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Joseph Haebler

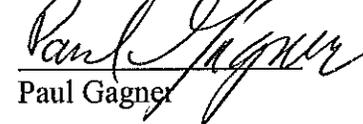
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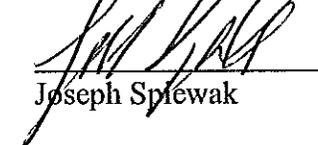
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Joseph Spiewak

1-27-14  
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COMMITMENT & INTEGRITY  
DRIVE RESULTS

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Charlton Water & Sewer Commission  
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January 9, 2014

RE: December Operating Report

Commissioners,

**Treatment Plant:**

The treatment plant is once again in complete compliance with its NPDES parameters. We had some challenges with weather and equipment however the operators were able to overcome these obstacles and keep the treatment plant operating efficiently. Many repairs were accomplished this month as will be explained as we continue through this Monthly Operating Report (MOR) for December 2013.

The operators came in on Wednesday the 25<sup>th</sup> to find hoof prints and sleigh marks inside the fence but nothing outside the fence. It seems that a visitor had stopped by the plant the night before, perhaps to use the facility. The hoof prints and sleigh marks started at one end of the plant driveway and then abruptly stopped at the fence as if it became airborne. We are looking into this strange anomaly.

The chemical room heater was not functioning and needed to have the draft inducer motor replaced. During this repair it was also discovered that the igniter assembly was severely corroded and also was not working. Our HVAC contractor was able to replace the necessary parts and this heater is once again functioning properly.

The Shear Mixers on both CoMag trains were making squealing noises. We removed the worst sounding one to find that the lower bearing was failing. The upper bearing seemed to be fine however if we were into the repair this far I decided to change it to bring the mixer back to a "like new" condition. So both bearings were changed on both shear mixers. The shear mixer runs 24/7/365.

The CoMag clarifier on train #2 was found to be making noise. We switched trains to investigate the problem and upon further diagnostics it was discovered that the drive motor was very noisy. The gear reduction unit seemed to sound fine so we removed the motor to find it would not turn smoothly and obviously need to be repaired or replaced. A new motor was ordered and we are looking into the option of rebuilding the original one as a spare in the event this occurs again. The clarifier runs 24/7/365. This was also accomplished in house.



Two Gas Unit Heaters, (GUH), up in the process area roof/ceiling had to have their respective blower fan motors replaced as they had seized. All of the above (barring the chemical room heater) was performed in house in an effort to save the town money.

The complete lockset on the process area entrance door had to be replaced. The old lockset was from the original plant and was repaired many times. It was time to fix it correctly once and for all. We purchased the lockset and installed it and now it is working fine.

#### **Collection System & MTA Pump Stations:**

4 Dresser Hill called and complained that their system would not evacuate their waste and it was backing up into the building. We responded to find that the inlet to the pump chamber was completely clogged with paper and wipes (this is between the building and the chamber and really not our responsibility). We obliged the residence (as we always do) by clearing the obstruction for them. We literally removed a 5 gallon pail of debris from the inlet at which time all was flowing again. They were advised to remove the wipes from the bathroom.

#### **Miscellaneous:**

There were three grinder pump alarm calls this month none of which resulted in clogged pumps.

#### **Conclusion:**

This concludes the monthly operating report for December 2013. I would be happy to answer any questions the commission may have regarding this report or any other concerns.

Sincerely,  
Woodard & Curran  
Jody St. George