

Meeting Minutes
Charlton Water and Sewer Commission
Date: November 24, 2014

Location: 8A Worcester Road, office at the sewer treatment plant

Attendees:

<u>Members</u>	<u>Present</u>	<u>Members</u>	<u>Present</u>
Paul Gagner	Y	Robert Lemansky	Y
Joseph Spiewak	Y	Shabana S. Gagner	N
Alex J. MacKenzie	Y		

Mr. Gagner: I'd like to call the meeting to order. It is November 24, 2014 and it is approximately 6:35 p.m. Mr. MacKenzie and Shabana Gagner will not be with us tonight. Mr. Spiewak was asked to read the warrants. **Mr. Spiewak: I make the motion to approve the following warrants: National Grid: \$6,468.21; Ricoh USA Inc.: \$141.30 for a total of \$6,609.51; Verizon: \$445.70; Slims Sewer Service: \$150.00; Osterman Propane LLC: \$611.75 for a total of \$761.75; Town of Charlton: cost of gasoline and diesel for the period September 16, 2014 – November 8, 2014: \$997.65; E.J. Prescott, Inc.: purchase of five IPerl meters: \$910.00; McClure Engineering, Inc.: #11282; services regarding 3A S. Sturbridge Rd: \$2,242.50; McClure Engineering, Inc.: #11283: data logger collection and evaluation for period ending 4/30/14: \$840.00; and #11284: data logger collection and evaluation for the period ending 6/17/14: \$840.00; Jeff D. Helgerson Excavating, Inc.: work scheduled with Jody St. George: \$150.00; skimmed lift station at Old Worcester Road and cleaned out seven lift stations: \$1,200.00; total: \$1,350.00; Standard Source, Inc.: valves for fiberglass stations: \$368.00; Sun State Systems, Inc.: controller for pumps at MTA 5E and 6W: \$2,856.76; Bigelow Electrical Co., Inc.: service call at Old Worcester Road pump station: \$963.60; and service calls at three other sites: \$1,887.00; Commissioner payroll for the month of November: \$400.00; Elderly abatement warrants: Title V: \$451.50; Meters: \$239.01 (were signed and provided to the town collector); and commitment warrant for the second quarter sewer billing: \$223,638.18; seconded by Mr. Lemansky. Vote: Unanimous. Mr. Spiewak: I make a motion that we approve the amended minutes of October 6, 2014 as amended; seconded by Mr. Gagner. Vote: All in favor except for Mr. Spiewak who abstained as he was not in attendance. Mr. Spiewak: I make a motion to approve the minutes of October 20, 2014; seconded by Mr. Lemansky. Vote: Unanimous.**

6:43 p.m. Steve gave his office report. First item was with respect to a water betterment on Brookfield Road (26-A-A.2 and 3). The property owner went to the Building Department to pursue a building permit and found out that 26-A-A2 was a non-conforming lot. Based on that, the owner of the property is requesting that the water betterment be rescinded. The Assessors were carrying it as a possible lot. It is being changed to a non-buildable lot. Mr. Gagner: I talked with the owner today. He's not going to appeal it based on the letter received from the Building Department. Mr. Gagner: If he sold the house, he would have to sell the lot with it. I spoke with the guy. He was comfortable with everything, but doesn't want the betterment fee. Where do we go from here to erase that betterment fee? Steve to Mr. Gagner: You can make a motion to overturn the decision because a mistake was made. **Mr. Lemansky: I make a motion that an immediate abatement be granted to the property located on Assessors Map 26A-Block A-Lot 2 to where the owner is the owner of both Lots 2 and 3; and has been charged a betterment for Lot 3; but the betterment for Lot 2 was done in error; seconded by Mr. Spiewak for a point of discussion.** Discussion: Mr. Spiewak: Because we are precluded under the Special Legislation from doing abatements, I believe we need to re-vote the betterment to zero. We cannot issue an abatement. Mr. Lemansky: Maybe the choice in my words should be an extraction or some other way. No abatements can be granted at this time until the final number comes in. In the

meantime, it wouldn't be fair to go through the accounting of him having to pay for this or the tax department carrying it. I don't think we can abate interest. We can only abate the betterment fee. We need to come up with a better term. Mr. Spiewak: I think the proper thing for us to do is to revote the betterment and assess it to \$0 and then we can revote. My only question is: Does that make them whole? Steve: I'll find out. I believe he has made arrangements to pay the first half. Mr. Lemansky: I withdraw that motion. Mr. Spiewak: I'll withdraw my second. **Mr. Lemansky: I make a motion that through a vote of the board, we adjust the betterment charge on the piece of property that is within 26A-A-2 to \$0; seconded by Mr. Spiewak. Vote: Unanimous.** Mr. Spiewak to Steve: That will require that you take those steps to go back up there and have the Assessors clear that off his property. Just make sure we did it the correct way.

Steve continued his office report. Release of work on S. Sturbridge Road. We have been chasing the contractor for about four months. Until he certifies that there are no debts or bills owed, there's nothing we can do. Mr. Lemansky: We are holding how much money? Steve: Around \$3,300. He hasn't given us the paperwork indicating everyone has been paid. Steve: I spoke with the service provider for the water pump station on the Charlton/Oxford line. Steve: It should be inspected twice a year. It was considered to be looked at in 2010. Steve: They have to bring in 100 gallons of propane to start the generator, and run it for at least an hour. Mr. Gagner: We know that the electronics have been destroyed; but the pumps and generators were good. Turn them over every now and then, maybe once a year; and spend the \$650. The question is where to get the \$650. We don't have any water money. Steve: We do still have about \$8,000 of ExxonMobil money. We do have a legal bill which will need to be dealt with in May. Mr. Lemansky: The generator is a separate unit by itself. It is free standing. Steve: It was looked at in 2010. There are no batteries on it. They would have to bring a load bank in; batteries; and fuel. Mr. Lemansky: I would suggest we put this off until our next meeting. Mr. Spiewak: We can take it from retained earnings. Steve: ExxonMobil money can be used to make sure we have good water quality. Mr. Gagner: We don't have a lot of options.

Steve continued: Since the rebuild, the Old Worcester Road pump station has accepted waste from Bay Path—there was a lot of grease on the bottom. A week or two later, Peter Starkus was up there and we were asked to join him. The grease traps are brand new. We popped manholes and saw grease coming out of the building and going into our manholes. We took temperatures from the building. We saw where the grease trap was and where the grease goes. There was a meeting held in Boston relative to the grease traps; and they have what they are called Big Dipper interceptors. The state removed the Big Dipper license to sell in Massachusetts. Jody: We haven't seen as much grease since the rebuild. We told them they need to solve the problem. Once they get the problem solved, the lines should be jetted. Mr. Lemansky: A tip of the hat to Steve and Jody. Once the information came out and they got the call, Steve called the head of maintenance at Bay Path who was very accommodating and said to come up. Peter Starkus also came. We don't get involved until 10' outside the building. It is up to the plumbing inspector to size grease traps. They have a grease tank outside the school. Steve: That's the first grease tank they had. It is brand new. Mr. Lemansky: You can't take an interceptor which is sized for a sink and use it with a dishwasher.

Steve: We do have one HVAC proposal. The second group came in today. They have assured me that I will have a multiple process in hand next Thursday. They have two plans to present to us. They walked through the place and determined there was enough electrical load. They indicated that they will be able to control the humidity and temperature at 50 degrees, no higher than 55. They talked

about putting equipment out on the ground. Next December 8th we will have proposals in our hand. Mr. Lemansky: Who was here today? Steve: Mike and Tony. Mr. Lemansky had recommended them.

7:15 p.m. Jody and Frank Cavaleri joined the meeting. Mr. Gagner asked Jody to read the monthly operating report for Woodard & Curran for October which he did. Jody: I have another page regarding the Masonic Home manhole situation. No grease was found in the wet well at this time. Mr. Spiewak indicated that we need to be concerned about the safety of our plant personnel in having to repeatedly go to this site to clean out that manhole. Mr. Spiewak: The true solution - go outside the scope - let's hire a contractor. Our immediate concern is to keep our people safe; bring a police detail in; protect our system. Mr. MacKenzie mentioned the possible use of a muffin monster to address this problem. Would it be their dime to put in a muffin monster? Steve: I've been trying to get in touch with George every Monday to no avail. Some of the flow comes out the service road and goes down Masonic Home Road toward Route 20; other flow goes toward the center of Charlton. Mr. Cavaleri to Mr. Spiewak: I agree with you. Steve was asked about the fine structure to the Masonic Home; and he explained that each infraction is \$400.00. If it continues, the fines will double and triple. Mr. Senerth advised me today that he spoke with the acting CEO at the Masonic Home, and she is in support of preparing a termination policy for anyone putting things into the sewer system that do not belong there. He asked how the commission would feel about installing grinder pumps on North Main Street? He didn't know what he would have to do with regard to the DEP and EPA, and whether the commission would support a muffin monster being installed at North Main Street. Jody: Installing a grinder pump at that pump station won't work. You have a half mile+ of gravity sewer collection to get there; rags etc. collect in the pipe and result in an SSO (sanitary sewer overflow). Mr. Lemansky: They have 200 units of housing and 184 beds (40,000 gallons a day). The answer is they need engineering help to take care of their property. Mr. Spiewak: We have two concerns: the safety of our operators; and to some degree the lack of concern of the \$400 fine. What would be the cost to hire a contractor on a regular basis to go there and look at the manhole? Mr. Lemansky: I'm sure you could. Mr. Spiewak: Let's hire a police detail and hire a contractor, have him go do it and send the bill to the Masonic Home. Mr. MacKenzie: They need to do something on their property. Mr. Spiewak: We need to tell them to hire a contractor and let George know that the bills are going to start coming. Steve: Mr. Senerth asked me if I knew what the DEP requirements would be. **Mr. Spiewak: I make a motion that we ask the administrator to investigate and implement a contractor service for reviewing that manhole and clearing it on a weekly basis; and send them the cost of that to the Masonic Home with a 10% markup; seconded by Mr. Lemansky.** Discussion: Mr. MacKenzie: Are we putting a timeline on this? Mr. Gagner: The timeline falls on us right now. Mr. Spiewak: We need to find a contractor. They need to engineer a solution. Mr. Lemansky: They need to get professional help on their process such that the sewerage will meet our standards when it leaves their property. **Vote: Unanimous. Mr. MacKenzie: I make a motion that we have Steve send a letter to the Masonic Home to address the issue with an engineer; and get back to us within six months; seconded by Mr. Lemansky. Vote: Unanimous.**

7:40 p.m.: Mr. Cavaleri read a letter which was a follow up to his letter of September 17th addressing the health and safety issues at the plant; and indicated that no plan had been received. He indicated that a plan regarding the contract by Woodard & Curran needed to be presented prior to December 15th. We still need a plan. The fact that you are having vendors coming in and coming up with quotes is nice. You have to procure this \$100,000 system. Mr. Lemansky: The first quote we got was 2-1/2 times that. We are obligated to our payers. The first obligation is to the people who work here in the plant. They

need to be safe. Mr. Cavaleri: I don't disagree; rent dehumidifiers. Something needs to be done. Our contract is up the end of December. I was in the plant and the problem still exists. You could run the heat 24/7. Mr. Gagner: Jody was changing the amount of time that the makeup air was being circulated. Does that help? Mr. Cavaleri: He was running it 24/7 with no heat and that helped. He put data loggers in. We need a plan. Jody: I can run the makeup air with the heat on 24/7; but that's a burden. You would go through \$1,000 of propane a day. I have a hard time putting that kind of a burden on the Sewer Department. Mr. MacKenzie: Does the offer still stand from Woodard & Curran for engineering? Mr. Cavaleri: Yes. **Mr. MacKenzie: I make a motion that we accept Woodard & Curran's engineering offer in the amount of \$1,400.00.** Mr. Cavaleri: The \$1,200 was to have Mark come out and assess the situation which he did. I haven't asked him to come up with a design. Mr. MacKenzie: It would help us to know what the issues are. Mr. Cavaleri: I suggest we rent some dehumidifiers; turn the heat on more—it will take a few months to remedy the issues. Once we get the humidity under control, then we have to clean the mold. There is a procurement process that must be followed. There needs to be a plan. **Motion seconded by Mr. Lemansky.** Discussion: Mr. Cavaleri: We are willing to help. Mark has been with our company for 5 or 6 years – he's an HVAC guy. Mr. Lemansky: Having met with the people who came up with a plan which will be presented next week; and looking at resumes presented regarding facilities similar to this—this is the one that we are counting on as to having a true vision of permanently solving this problem. We are coming into that time of year where the air will be drier. This problem can't be solved in 30 days. Mr. Cavaleri: We're aware of that. There was no plan provided. There's a renewal coming up and my boss is asking what is happening. We can't continue to have this situation in the plant. Our safety people can help you. Can Mark help us come up with a temporary solution? It's cheaper to buy several industrial units that can be put at various places in the plant. We should only need a couple. They should be purchased and not rental units. Jody: 94% humidity in the plant today. The \$1,400 was to have Mark come here was to gather information and work with Jody. Mr. Lemansky: I will vote no. We had the best of the best engineers, and it hasn't seemed to work right. Units weren't put where they belonged. We could just put the propane heaters on. Get some more fresh air to come in and exhaust it out. I would rather spend money on heat. I'm looking for resolutions from competent, experienced people with good resumes who work in the local area as far as solving this problem. We haven't been able to find anybody. **Vote: Mr. Spiewak: Yes; Mr. MacKenzie; Yes; Mr. Lemansky: No; Mr. Gagner: No.** Motion failed. Mr. Gagner: I might not be opposed at the next meeting. The first guy gave us two proposals and has 20 years in this business in similar plants. I want to read the second one also. Mr. Cavaleri: You can turn the heat up and monitor the humidity. If it doesn't cure the problem, then we will have to buy a couple of dehumidifiers and cure the mold. Mr. Lemansky: We have had the best of the best engineers. We will have to put it out to bid; have the documents prepared; and we may also take the avenue of "design build". Mr. Gagner: Who is picking up the tab for the health and safety people? Mr. Cavaleri: We are required to do that for our employees. There's no charge for that. The letter I sent on the 17th, I highlighted all of the contract language. **Mr. Lemansky: I make a motion that we add to the contract a sixty day notice right now; i.e., if in fact, we are going to quit, we will give you a sixty-day notice.** There was no second. Mr. Cavaleri: I was hoping we could get a contract. I am not a lawyer. The contract says 18 month extension. I don't know if there is a clause for 'termination by convenience'. I think it is 30 days just for breach. Mr. Lemansky: My motion would extend that out to 60 days. Mr. Cavaleri: Three years plus an 18 month extension. Mr. Lemansky: If we decide to go some other way, Frank knows he is here for December and January. Mr. Gagner: Do I hear a second? There was none. Mr. Cavaleri: I was hoping to have a plan. Mr. Gagner: We have been waiting to have two proposals for remediation of the humidity issue. We are hopeful they come through on December

8. Mr. Spiewak: Mr. Chair, I heard a suggestion that we ask the plant operator to immediately turn on the heat to lower the humidity. Is that a true statement? Mr. Gagner: I thought we had agreed to that. Jody: You guys need to tell me what you want me to do. Mr. Spiewak: I was the one who made the motion that we would have a plan of action, and I think we failed. **Mr. Spiewak: I make a motion to instruct the plant operator to turn on the heat, run the heat, and bring the humidity down as much as you can with using heat.** Mr. Gagner: Could you include high and low limits on that? Mr. Spiewak: Given our reticent to engage Woodard & Curran as experts; and since none of us are experts—I don't know what I would say. Jody: I don't know what an attainable goal is. Mr. Spiewak: I would run the propane tank dry until I saw the humidity drop and I would say, keep doing it. The humidity is ridiculous. As a commissioner, I am embarrassed to have to sit here and listen to this discussion again, so I made a motion to turn on the heat. **Mr. MacKenzie: I'll second that motion.** Mr. Gagner: All those in favor? Mr. Lemansky: At Jody's discretion? The answer was yes. Mr. MacKenzie: The data loggers are running. Jody: Yes. I'm trying to work with you. Would it be bad not to run every thing at night? There are 14 hours when no one is in the plant. Mr. Lemansky: The issue would be the mold. Jody: I could set up my makeup air time to turn on an hour before we come in in the morning; run it all day; and shut it off as we leave. Mr. Cavaleri: I wanted to ask Mark what he thinks the reasonable number you should see on the data loggers would be. Once you turn the heat on more than it is now, it will cost more. **Vote: Unanimous.** Mr. Spiewak: I'm trying to get to Frank's plan. So, 1. turn it on; let's see it go down; 2. if we can't keep it regulated, or 3. if the expense of burning propane is too high, do we make a small investment now and buy dehumidifiers? Given that the winter, cold and drier air is coming, we could probably get away with less. What's the next step if we can't keep it regulated with heat or it is too expensive? Do we want to make that decision on December 8? My motion would be to ask the operator along with our administrator to track those costs for the December 8 meeting. I believe that I heard Frank state that, "if we don't have a plan by the 15th, we are not renewing this contract". We have only one meeting between now and then to either have a plan or we're not interested. **Mr. Spiewak: I make a motion that we ask the operator and the administrator to track the daily costs and come up with proposals as to temporary systems we could get; seconded by Mr. MacKenzie. Vote: Unanimous.** **Mr. Spiewak: I make a motion that we ask the administrator to work with whoever did the mold study to look at what the next step is; and the third step is to discuss how we will proceed; seconded by MacKenzie.** **Mr. Lemansky: I will accept and second your motion if you would include "outside contractors" who professionally do cleaning of the mold. Vote: Unanimous.** Mr. Spiewak to Frank: I hope we can say to you on December 8—here's the rest of the plan. Frank: I can give my plan to Steve. Meeting with Jody and Mr. Cavaleri ended at 8:22 p.m.

Norman Dugas met with the commission. Mr. Dugas: I was here in June. You said two or three months. I came back in September. I talked to Steve who told me that I have a stub on my property, but it had not been found. A stub was drawn in pencil on the plan. Mr. Lemansky to Steve: Mr. Dugas is looking for the plan that you showed him. It's not a lateral. It is more of an 8" stub. Hoyle & Tanner came out and re-did our plan for Route 20 and Charlton City because the as builts we had we did not think were correct. They put together a plan of the entire water system which has multiple pages. On other pages such as going up past CVS, it shows similar dotted lines with circles. I told Steve to get the Southbridge Water Department out here to see if the dotted lines with circles are truly major stubs—either 6" or 8". They looked at 5 or 6 instances to where there was a dotted line and a circle. He was able to conclude that "yes, that pipe was there". So when it came to this one for whatever the reason—Steve who is now the acting operator for Southbridge, could not confirm or confirm whether or not that

was in existence. Because it looks like the others that are there, it may have been the depth of the line causing our inability to see it and that it would probably have to be dug up. There is pretty good confidence that it does exist. Mr. Dugas: Show me where I have a stub; and I'll be at the town hall tomorrow and have a check for the easement. Mr. Lemansky: I believe it is where that dotted line is. In other areas up the street where we had similar paperwork, Southbridge was able to confirm that there was not only a lateral, but a 6" or an 8" pipe there. Mr. Dugas: Then why do these show the laterals on these properties that have them; and you can see them on the side of the road; but mine doesn't? Mr. Lemansky: Because I think those are only 1" or 2" lines. Steve: Steve Blanchard believed that there was an 8" pipe in the area we were in; but because of the topography, it had been buried; and the equipment from Southbridge would only read something that is 3' - 4' underground. Mr. Lemansky: The other instances to where it was identical to the same markage on the plan, Steve was able to confirm that that was an 8" pipe. Mr. Gagner: I went up with Steve Wandland and looked at the property there. There was quite a bit of fill brought in there;—there's a good chance that the pipe was put in before some of the fill was put in; and the fill was too deep for the equipment to detect the pipe. Mr. Dugas: There was no fill put on my property. That is virgin ground. If there was a stub brought in from Route 20, there would be a blue pipe signifying where that stub is. I have 150' of frontage. There has been no change in topography. There is a cattle crossing there also. Mr. Lemansky: Where does the state property end and your property begin? Mr. Dugas: It is close to the edge of the road. There is a cattle crossing there. The commission viewed several plans.

Mr. Dugas: What's up to CVS is no concern to me. Show me where that stub is. I'm very, very upset that I have a lien on my property for something I don't have. Take the lien off my property, or show me the stub. I'll bring a check to the town hall tomorrow. Mr. Lemansky: Part of me agrees with what you are saying. Property that abuts a road to where there is water - the betterment people bettered those properties; and the company across the road had to do the same thing. Now they have public water. We have to follow the DOR - if your property was improved; and because the water line is in Route 20, your property was improved. The property is approximately 2-1/2 acres according to Mr. Dugas. Mr. Dugas: It's improved if the stub comes on my property. Mr. Lemansky: I'm on your side. Mr. Dugas: No you're not. Mr. Lemansky: It should be our responsibility to get more of an affirmative answer and better equipment out there and determine if that exists. Hoyle & Tanner made the indication that there was one. Meeting with Mr. Dugas ended at 8:43 p.m.

Steve: When we searched the background and on the slope--they believe what they saw was a lateral. Mr. Lemansky: There is an 8" pipe - a much shorter pipe. Mr. MacKenzie: Everything is labeled. He explained. Mr. Lemansky to Mr. MacKenzie: I know the small one is 1/2" long—the one diagram across from Route 20 - CVS. I said to Steve: That's an 8" line—the owner of the solar farm was given that. We had Hoyle & Tanner and SEA. The direction to them was to not update the plans; and put money into the road; and that's what they did. Mr. Lemansky: We need to get someone out there with the right equipment. We should put an end to Mr. Dugas' issue. Mr. MacKenzie: The equipment exists. If Southbridge can't do it then get Alan Banks from Prowler - I trust his work. Steve: I'll reach out to Alan Banks. Mr. Lemansky: Talk to Southbridge one more time. Tom would come out. Mr. Spiewak: They backfilled and Mr. Dugas didn't want that done. Mr. Gagner: It could still be down quite a bit.

Steve continued with his administrator's report.

8:47 p.m. 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. Spiewak. Roll call vote: Mr. MacKenzie: I; Mr. Spiewak: I; Mr. Gagner: I; Mr. Lemansky: I.

Paul Gagner
Paul Gagner

12/22/14
Date

Robert Lemansky
Robert Lemansky

12-21-14
Date

Joseph Spiewak

Date

Shabana S. Gagner

Date

Alex J. MacKenzie
Alex J. MacKenzie

22 DEC 14
Date