

**Meeting Minutes**  
**Charlton Water and Sewer Commission**  
**Date: December 19, 2011**

Location: Sewer treatment plant office – 8A Worcester Road

Attendees:

<u>Members</u>	<u>Present</u>	<u>Members</u>	<u>Present</u>
John Elliott, Sr.	Y	Joseph Haebler	Y
Gabriel Berthiaume	N	Paul Gagner	Y
Robert Lemansky	Y		

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Recording of minutes by Carol Goodspeed, Department Assistant

Meeting was called to order by Mr. Lemansky at 4:04 p.m.

**Mr. Gagner:** I make a motion to approve the following warrants: E. Osterman Gas Service: \$815.85; DNS: \$103.50; Poland Spring: \$4.01; Protection One: \$148.83; BT Copy & Print Center: \$48.00; Carol A. Goodspeed—mileage reimbursement: \$48.84; Steven Wandland—mileage reimbursement: \$81.03; total: \$1,250.06; Verizon: \$437.00; Woodard & Curran: contract operations: \$44,466.08; Rain for Rent: \$1,244.00 (winterization package: services re: pump and pipeline freeze, 141 Muggett Hill Road); Rain for Rent: \$3,848.74 (rental of equipment for Muggett Hill pump station); Northeast Battery: \$521.45; McClure Engineering: Burlingame Road and Dresser Hill water line design: \$5,647.26; McClure Engineering: support regarding Exxon connections for the period October 29, 2011 – November 30, 2011: \$446.25; Cosgrove & Blatt: legal services regarding ExxonMobil and Northside Rd.: \$504.25; and commissioner payroll for December: \$500.00; seconded by Mr. Elliott for discussion. Discussion: There was a question about the legal bill from Cosgrove & Blatt. Steve: Payments were for bridge repair and \$10,000.00 was for as builts. Reimbursements will be coming back to us: 100% for the as builts; and 50% for the bridge repair. Mr. Lemansky: Let's refer to this agreement as the lateral agreement going forward. This is just a separate agreement. Steve: It's a proposed amendment. If it's an amendment, it has to be part of the original agreement. This is a proposed amendment to the 2008 agreement with ExxonMobil. Mr. Lemansky inquired about a McClure bill in the amount of \$446.00. Steve: McClure was asked for an opinion by the Town Administrator. Mr. Lemansky: This was all to determine whether or not L Stevens Road was going to get water or not. Steve: Yes. Mr. Lemansky: So the McClure bill has nothing to do with the Cosgrove & Blatt bill. Steve: Correct. Mr. Gagner: When does the new contract with Woodard & Curran kick in? Mr. Haebler: January 1<sup>st</sup>. The contract was signed today. Mr. Lemansky: Steve, do you keep a written log along with Carol's written log of mileage? Steve: Yes. Mr. Lemansky: And you have that where? Steve: It is attached to the warrant. **Vote: Unanimous.**

Mr. Berthiaume arrived. He indicated that he went to the Town Clerk today and gave them a letter of resignation with a copy to Steve. We're in the process of moving to a new location. He gave a copy of his letter to the commission. Mr. Lemansky read the letter. **Mr. Gagner:** I make a motion to accept Gabe's resignation; seconded by Mr. Haebler. **Vote: All in favor except Mr. Elliott and Mr. Lemansky who voted no.** Mr. Lemansky: Do we consider his payroll for the month of December? Mr. Berthiaume: Don't even bother. I missed a couple of meetings. Mr. Gagner: We have already signed it and approved it, and voted on it. Mr. Berthiaume: Whatever makes it easier to clean the books. Mr. Lemansky: The letter is dated December 19<sup>th</sup>. Mr. Haebler: We should pull it back and get a ruling from the town administrator or whoever. Mr. Lemansky: For \$100.00, let's reconsider the motion on the warrants. Mr. Haebler: You could do a motion where you do the four of them and put a hold on his pay pending an opinion. Mr. Lemansky: Ok. That's the motion. **Seconded by Mr. Gagner. Vote: Unanimous.** Mr. Haebler: We certainly enjoyed having you on the committee. Mr. Berthiaume: I own more property in Charlton than most residents and have two businesses here. Charlton's my home. I don't want to put the commission in this position. I would like to finish my term. Mr. Berthiaume left.

**Mr. Gagner: I make a motion to approve the minutes of November 7, 2011; seconded by Mr. Haebler. Discussion: Mr. Lemansky: I still think they can be reduced further. Vote: Three in favor; one abstention by Mr. Lemansky. Mr. Gagner: I make a motion to approve the minutes of November 21, 2011; seconded by Mr. Elliott. Vote: Three in favor; one abstention by Mr. Lemansky. Mr. Gagner: I make a motion to approve the minutes of December 5, 2011; seconded by Mr. Haebler. Vote: Three in favor; one abstention by Mr. Lemansky.**

Mr. Haebler to Carol: Do we have the minutes of the special meeting on December 8<sup>th</sup>? Carol: I was not at that meeting. Carol will check to see if the meeting was recorded. Mr. Lemansky: Steve, may I suggest that you go to the website of the Selectmen and the Planning Board and take a look at their minutes.

4:30 p.m. Jody St. George of Woodard & Curran met with the commission and gave his monthly report for November, which included the treatment plant, collection system and the MTA pump stations; and grinder pumps. We did not violate any of our parameters during this month. In addition, CoMag has been taken off line for the winter months. Regarding grinder pumps: Mr. Lemansky to Jody: Which parts are no longer being manufactured—the Little Giant or the Interon? Jody: Both companies are still manufacturing parts. The sensor that reads the level has been discontinued; they said as a result of that, the current components will need to be removed and a float system with a new outside box will need to be installed. Steve did some searching on the website; but parts were only being manufactured by Interon; there may be parts available in area towns. Jody: If we change out a few of these systems before they break with the float systems, we can recoup all those components and use them somewhere else. Mr. Lemansky to Steve: When you had sent the email about these pumps and the conditions – the big thing was the conversation with Jack Hamm or the people from the state board that financed these pumps. One of the things we are planning to do is discontinuing the pumps in January. Because a town is expanding their sewer plant or system, they don't want you to ever use pumps unless you have to. If you force homeowners to have pumps, then for as long as the loan is in place, that's how long our department is responsible to those homeowners to maintain those pumps. Steve: That's a pretty good assessment. Mr. Lemansky: The other option is to rebuild them at \$3,000.00 apiece. Doing all the fixing is not in the best interests of the Water and Sewer Commission. Mr. Elliott: Everyone needs to have read the summary emailed to commissioners. Mr. Lemansky: The direction of the solution is clear. 1. We are not rebuilding the pumps. 2. Do we take the pumps that are out there; find a couple of professional people; and ask them, 'how do we modify the current system to make everything work'? Then come up with a reasonable repair solution. Our 20 year period is the date of our loan. Mr. Elliott felt that we need to do some more research about this. Jody: A licensed electrician must be used to remove and replace parts. In retrofitting with a float, once the homeowner owns the systems, the homeowner can hire an electrician.

Steve: Alarm situation at the plant is a budgetary burden. Mr. Lemansky: We had someone come down – the system is 20 years old. Simplex was the manufacturer. The plant was built in 1995. The monitoring company is Protection One. Mr. Haebler: We should get quotes for the whole system or the path; get a quote for doing this property and later upgrading the whole system. Mr. Lemansky: I would suggest that you get someone down here and take out the charger circuit. Jody: We have backup emergency power that has never been used in 15 years. Mr. Lemansky suggested contacting Dave Woods. Steve has two people coming in Tuesday the 27<sup>th</sup>, one from ADT and one from IGS. Jody: The alarm says battery fault. If there is an alarm now, it registers as a trouble alert. Mr. Lemansky to Steve: Can you work with Jody on that?. Jody thanked the commission for hiring Woodard & Curran again for the operation of the sewer treatment plant. Jody's meeting with the commission concluded 5:27 p.m. A copy of Jody's letter for the month of November is attached to these minutes.

Regarding the Kleinfelder report, Steve was asked to find out how many they have connected. He will provide commissioners with that information. Next, the water tank was emptied over the weekend. I had been checking the tank sometimes twice a day. Gate box repairs – Jennings was contacted and repairs should be done by day's end; three gate valve covers – caved in and broken to where they could cut a tire. The covers will be raised, replaced and cemented in.

Steve spoke with Jack Hamm and provided a summary to commissioners regarding liquidated damages. August 17 or 18 is when the clock starts ticking—the date of substantial completion.. (June 18 – August 17, 2011)—The completion date of the work up at the center was December 5. Jack indicated that you can estimate the number and send it through. The \$1,000 figure is arbitrary; but when it goes to Court, it has to be the actual costs to the town. The Chairman recognized Chris McClure of McClure Engineering, although he was not on our agenda. Mr. Lemansky: The amount of days between August 17<sup>th</sup> and December 5<sup>th</sup> –we will put in the maximum amount; and do this as a negative pay req. Steve: Jack Hamm has suggested we do a letter to M.E. Smith. Mr. Lemansky to Chris McClure: We need a letter from you giving us the end date of construction. Chris: We have retainage of about \$56,000; and are looking at 106 days – the no. 4 (patch pavement). We have reviewed paperwork; and everything is eligible for the pay req. The money that the contractor makes is at the end of a project. This money is going to the subcontractor in order to put a negative change order on this pay req. The \$56,000 may not be enough. Based upon what we are actually paying in this pay req, we had calculated the reduction of the square yardage; and created a negative change order of \$99,408. Mr. Smith has signed it. We need to negotiate the remaining change orders. We should move the pay req along. Liquidated damages are typically done at the end. Mr. Lemansky: This is the time where holding up the process has no effect on us. Our pipes are in; our road is done; and everything else is done. The leverage is in our hands. We should be careful about what we do pay him so we still have some leverage. Mr. McClure: He is going to come with change orders; i.e., catch basins; additional calcium chloride. Responsibility falls on P.J. Keating, the contractor who did the pavement. Keating guarantees the product. Mr. Lemansky: They need to be responsible for the deficiency of the tack coat and there needs to be a sum of money paid. We could make the claim that all of the asphalt has to come up. Mr. McClure: You can't wait to do that. Are you going to wait a year or two years? Mr. Lemansky: We need to come up with a value of the deficiency. How much money do we give him at this point in time? Mr. McClure: If the claim is for faulty paving, you don't pay him anything. You call it defective work and pull it off the table. Mr. Lemansky: How do we get the correct compensation for the deficiency? I think we're in a power position. Do we let them suggest what the solution is? Mr. McClure: We need a letter stating that you don't agree with the pay req. P.J. Keating deals with this all the time. I've made my observations and that's what I am paid to do. Beyond that, I'm not an asphalt specialist. We told the owner and the contractor that the application of the tack coat was deficient. It was Mr. Elliott's suggestion that if we were to pay this pay req, we need to put Smith and his bonding company on notice that there was a deficiency during the paving process. Mr. Haebler to Mr. McClure: What's the basis of the defective work for the tack coat? Mr. McClure: The application rate which is established by the tack coat manufacturer, an industry standard; so we take a calculation based on the surface area which should have been applied; take that application rate and multiply it by the surface area and come up with a number. They are supposed to cover any area where the binder and topcoat come together. Mr. Lemansky: He put down 1/3<sup>rd</sup> of what he was supposed to put down. Mr. McClure: It falls in line with what we calculated: two – 300 gallon tanks. Mr. McClure: Keating is supplying me with a number that is still deficient to the number.

**Mr. Elliott: I make a motion that we approve pay requisition #8 and change order #11 as approved by our engineer; seconded by Mr. Haebler.** Discussion: Mr. Lemansky: What is our drop dead time to make this payment? Mr. McClure: Ten days. Mr. Lemansky: We could tell him we have a problem with paying him the amount he wants; and we have to come to a resolution regarding the pavement. We are making another claim because of the extra expense due to his inability to stick to the timeframe; so if that claim is \$15,000 to \$20,000, that leaves us with \$35,000 to \$40,000 for this pavement defect. Should we wait for him to come back to us? Mr. Elliott: We still have the bond money. Mr. Lemansky: If we're going to make payment, we need to put him on notice that there is a defect in the pavement. He missed by 33% putting down the proper amount of tack coat. Mr. Haebler: That 900 gallons: how much is that after we made the final ending place where it is now? Mr. McClure: That was what was actually laid down (19,000 square yards). We got a material submittal. Then they sent us an email saying he only put 575 down. Mr. Elliott: Could we cover this with a letter? I'm just a little leery of holding this payment up. You don't hold up a requisition that has been submitted and the items have been done. He's got to give us a release of lien. We have to send a letter to McClure and Smith if we are not

going to make payment. Mr. Elliott: I can amend my motion. Mr. Haebler: I withdraw my second. Motion above restated with additions: **Mr. Elliott: I make a motion to approve payment requisition #8 with the stipulation that item 2, reduction in payment D-2, Section 00700-36, that we have our chairman send a letter to the contractor giving immediate written notice; have our chairman follow these rules and under these conditions, we're recommending that payment be made but only after you send that letter stating the action and the reason why we are deducting the amount of the tack that was not applied.** Mr. Lemansky: No. 2 says: 'If the owner refuses to make payment of the full amount recommended by engineer, owner must give contractor immediate written notice (a copy to the engineer) stating the reasons for such actions, and promptly pay contractor any amount remaining after deduction of the amount so withheld, owner shall promptly pay contractor the amount so withheld, or any adjustment thereto agreed to by owner and contractor, when contractor corrects to owner's satisfaction the reasons for such action.' We should send the letter to his bonding company. By being deficient on this item, it affects the quality of the finished product. There needs to be a consequence. Mr. Elliott: My statement is that we do not hold up that pay requisition. Mr. Lemansky: The board is authorized to make payment but not full payment. We have the deficiency in the tack coat. I would suggest we get a hold of Mr. Smith, tell him we have a defect in the pavement; you did not put the proper amount of tack coat down; and you were told during the process that it wasn't going down correctly; so we are withholding payment. I would suggest that we start at 3 times whatever the initial cost of the defect was-- if it comes to \$15,000, we tell him our negotiation starts at \$45,000; and we put the bonding company on notice that there's a deficiency. Mr. Elliott: We need to send a letter to Smith with a copy to McClure and the bonding company indicating there was an insufficient amount of tack coat put down. I don't want to hold up this pay req. Mr. Lemansky: Our blanket of security is the bonding company. We give notice to them that there is a deficiency. To Chris: How many square yards should 325 gallons cover and at what rate per yard? Mr. McClure: Should be 2/3rds.; it would have covered 11,500 square yards based on what they used. Mr. McClure: Could you make a partial payment and withhold some monies? Mr. Lemansky: We can go forward with the pay req and explain why we are withholding a portion. The amount was 18,768 yards, subtract 11,500 yards from that, and the amount that you get is 7,268 yards that wasn't covered at, just say, at a cost of \$1.30 per yard (that cost: \$9,448; triple the amount and withhold \$28,000.00); 1/500<sup>th</sup> (.05 gal. per sq. yd). We are in agreement that the amount should be 3 times the amount. Then we wait for him to come before us. Mr. McClure: If that's the case, you need to find out the cost of regrinding. Mr. Lemansky: I need a feeling from the commission. Are we claiming that the topcoat pavement was defective and we need to take it up? Mr. Gagner: It's Smith's problem. Mr. Lemansky: The tack coat was less than 1/3. Do we negotiate a payment? Or say we want the job done right. Mr. Haebler: We need to go with what we can prove. We can prove that there wasn't enough tack. Mr. Lemansky: Let them come back with the bonding company. It is their responsibility. Mr. Gagner: How long is the bond good for? I think John's motion is one meeting too premature. I don't think there should be a motion. We need to find out the term of their bond. We need to have a discussion with them. Mr. Lemansky: In the letter, I believe we have to put a dollar amount in it. We have to reference insufficient tack coat applied; deduct that amount and pay that amount. The amount recommended will become due within 10 days; and when due will be paid by the owner to the contractor. We need to put a dollar amount on what we are claiming; and we approve paying the remainder of the differential. Steve; I would file for the entire amount with Margaret Mansfield at the DEP. Steve was asked to confirm the length of the bond. So we have a motion to pay the pay req less the amount of the defect. Mr. Lemansky: I will work with Mr. Elliott, run it by Chris and advise everyone of that amount; and send the letter to Mr. Smith. Mr. Elliott: Can we make the check out to Smith and P J Keating? Mr. Lemansky: As I understand it, we are voting to pay the pay req #8 and accept the change order #11; and that we will be applying a deduction for the defective work and that deduction amount will be determined and then presented to Smith as well as notice to Smith for his time default. **Mr. Elliott's motion was seconded by Mr. Haebler. Vote: Unanimous.** Mr. McClure: Steve has to take paperwork to Joan Walker. Requirements for sidewalks. ADA - There are a couple that are not going to meet requirements.



Charlton Water & Sewer Commission  
37 Main Street  
Charlton, Massachusetts 01507

December 12, 2011

RE: November Monthly Operating Report

Commissioners,

I'm happy to report that we did not violate any of our parameters for the month of November. We are now into our winter permit season which brings less stringent reporting parameters. We will strive to operate the treatment plant as cost effective and efficiently while still remaining within our effluent parameters, to bring as much savings to the town as possible.

#### **Treatment Plant:**

The cover picture on November's MOR (Monthly Operating Report) shows the flow comparison that was discussed at the last meeting. The bottom chart depicts the flows in & out of the plant during the beginning of the power outage and the top chart shows the elevated flows after all power had been returned. Although power was out all over town we still were receiving incoming flow. Some of this can be contributed to larger users that have generator power such as the Masonic Home and the MTA stations. Most of our pump stations were still on line due to emergency generators so any flow from residents with generators was still making it to the plant. You can see the drastic difference in flows when all power had been returned and this is normal and expected.

MCC # 2 shut down operations again requiring an operator to come in and change a fuse. After investigating it was discovered that the fuse originally in service was too small (actually the electrician we had in for another issue examined it for us and made the discovery). The fuses that were in place had been there from the start and we had no issues until recently. We replaced the blown fuse with one rated for the designed amperage per the fuse block rating. This should eliminate this issue going forward. We will report if this higher amperage fuse solves the problem.

The fire alarm pull station at the back rear exit had malfunctioned thus sending erroneous alerts to the monitoring company who in return called out the alarm. We quickly isolated the issue to that pull station, informed the monitoring company of our discovery, and arranged for an electrician to diagnose and hopefully correct the issue. We called in Ed Lefort who immediately found the problem, ordered the part, picked it up and installed it. We are now back to normal with regard to that issue. While here we asked his professional opinion on the fuse issue within our MCC panel and he graciously checked it out and instructed us as to the problem as mentioned earlier. Many thanks to Ed Lefort and his expeditious remedy of our problems.

The propane leak at MAU #3 has been repaired as has the unit itself. The heat function of the MAU was not working so the contractor fixed everything and all is now operating properly. This equipment is very important especially during the winter months as it heats the outside air that is being blown into the treatment plant. This change out of air happens periodically on a timer 24/7/365. In the summer months the heating function is turned off so as not to waste fuel but the unit still changes out the air. This unit had to be fixed and it was.

CoMag is now off line for the winter permit period. We ran well throughout the summer and did not violate any Phosphorus parameters but had difficulty in meeting our fecal permit due to solids interference in the ultra violet disinfection troughs. We are still experiencing some pin floc and magnetite carry over which impacts the UV disinfection efficiency not to mention the cost of the magnetite. We are looking into ways to stop this from happening.

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

The power outage that affected the town at last month's end had us all working very hard. An interesting aspect was discovered during a pump station visit. First of all power was out all over town and at most of our pump stations. We scrambled to keep the generators running for days by contracting fuel from Charlton Fuel which they delivered to the plant & all stations. We had a couple of stations where two of the three legs (phases of incoming power) were dead. This is a huge issue as the generator transfer switch still saw power from one leg so it did not transfer to emergency power; the one leg of power was not enough to operate the pumps, and the auto dialer did not register a power failure. This all means that the only way we knew there was an issue at any of these stations was when the high level alarm finally came. When we visited these stations we found no pliable available power and the generators were not running.

We quickly started the generators by hand and transferred power to get the pumps operating again. This is where a phase loss indicator is priceless. The indicator would have called an alarm out before the high level call thus alerting operators to a major malfunction. I would urge the commission to look into this and install these indicators in all stations with stand by emergency power.

The Karl Storz sewer tie in project has been completed and is in the process of being tested. Once all testing has been completed we expect to begin receiving their waste stream. McClure Engineering has been involved in documenting the testing and will notify us when Storz will be on line fully. Billing should begin at this time.

Pump Station # 4 A.K.A. North Main Street had to have the generator serviced as it would not transfer back to normal power when it was available. There was also a significant amount of oil from the exhaust after its extended run period. Our generator contractor has addressed these issues and made the necessary repairs.

### **Miscellaneous:**

There were six residential grinder pump alarm calls 2 which resulted in clogged pumps.

A solution must be found to the grinder pump situation. The manufacturer has discontinued the model we have all over town (approx. 180 units) and does not have an inventory of spare parts. They have suggested that all grinder pumps in place will have to have the controls changed out. This means that the current components (sensor, outdoor control panel, and system monitor) will have to be removed and a float system with a new outside box must be installed. No longer will there be an inside box for the resident to see. The alarms will now show outside via a flashing red light. This is the only option we have if we plan to keep these units in place. The question now becomes who will pay for these retro fits to the new float system? The removal and installation of the old and new components will require a licensed electrician to perform the work. Who is responsible for the fees involved? We currently have 10 outdoor control panels, 10 sensors, and 8 system monitors and the manufacturer has no more at all. Should we order some float retro fit kits in the event of a catastrophic failure within the system? How many? I welcome discussion on this important topic.

**Conclusion:**

This concludes the monthly operating report for November 2011. 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