

**EAST LYME WATER & SEWER COMMISSION  
REGULAR MEETING MINUTES  
TUESDAY, JULY 28th, 2020  
Via Zoom Meetings**

The East Lyme Water & Sewer Commission held a Regular Meeting on Tuesday, July 29, 2020 by Zoom Meetings. Acting Chairman Seery called the Regular Meeting to order at 7:02 PM.

**PRESENT:** Kevin Seery, Acting Chairman, Dave Bond, Steve DiGiovanna, David Jacques, Joe Mingo, Dave Murphy, Carol Russell, Roger Spencer, David Zoller

**ALSO PRESENT:** Joe Bragaw, Public Works Director  
Brad Kargl, Municipal Utility Engineer  
Ben North, Municipal Utility Engineer  
Anna Johnson, Finance Director

FILED

**ABSENT:** Mark Nickerson, Chairman

Aug 4 2020 AT 1:45 AM (PM)

*Brad Kargl*  
EAST LYME TOWN CLERK

**1. Call to Order / Pledge of Allegiance**

Acting Chairman Seery called the Regular Meeting of the East Lyme Water & Sewer Commission to order at 7:02 PM via Zoom meetings. He noted there was a quorum. The Pledge was observed.

**2. Approval of Minutes**

▪ **Regular Meeting Minutes – June 23, 2020**

Mr. Seery called for a motion or any discussion to the Regular Meeting Minutes of June 23, 2020.

Mr. Zoller noted that on Page 1, Motion (2) that the \$29,956.83 should read \$39,956.83.

**\*\*MOTION (1)**

**Mr. DiGiovanna moved to approve the Regular Meeting Minutes of May 26, 2020 as amended.**

**Mr. Bond seconded the motion.**

**Vote: 7 – 0 – 1. Motion passed.**

**Abstained: Mr. Seery**

**3. Delegations**

There were no delegations.

**4. Billing Adjustments**

There were none.

**5. Approval of Bills**

Mr. Seery called for a motion on the Well 1A/6 Treatment bills.

**\*\*MOTION (2)**

**Mr. DiGiovanna moved to approve the following Well 1A/6 Treatment Project bill: Tighe & Bond Inv. #072090006 in the amount of \$43,244.67**

**Mr. Zoller seconded the motion.**

Mr. DiGiovanna asked about the mileage noting that he thought that it was only to be paid for on-site.

Mr. Kargl said that it is from the office to the job and back.

Mr. Mingo noted that he did not think they should be reimbursed for mileage.

**Vote: 8 – 0 – 0. Motion passed**

**\*\*MOTION (3)**

Mr. DiGiovanna moved to approve the following Well 1A/6 Treatment Project bill: RH White, Appl. No. 03 in the amount of \$222,942.20.

Mr. Murphy seconded the motion.

Vote: 8 – 0 – 0. Motion passed.

**\*\*MOTION (4)**

Mr. DiGiovanna moved to approve the following Well 1A/6 Treatment Project bill: US Bank, Inv. #5755568 in the amount of \$500.

Mr. Zoller seconded the motion.

Vote: 8 – 0 – 0. Motion passed.

**6. 231 Boston Post Road Sewer Assessment**

Mr. Kargl said that Attorney O'Connell was supposed to be present this evening. However; this assessment is the same as that of 38 Hope St - \$9049.50. He recalled their previous discussion of perhaps a longer time frame to 25 years and perhaps a bit lower interest rate than the 5% but they are looking for direction on this from our Attorney and to have him draft a resolution if appropriate.

Ms. Russell asked if there is a necessity to do a Public Hearing for any of this as it was done before for Hope St.

Mr. Kargl said that he was not sure.

Ms. Russell asked what the normal payment schedule is without exceptions.

Mr. Kargl said that they have been set at 15 years and 5%.

**\*\*MOTION (5)**

Mr. Mingo moved that this agenda item be placed on the next meeting agenda for further discussion.

Ms. Russell seconded the motion.

Mr. DiGiovanna said that he thought that they do have to have a Public Hearing.

Mr. Murphy said that the Boston Post Road sewer had a Public Hearing to set the 15 years and 5% previously. However, they may want to have the attorney weigh in on this.

Vote: 8 – 0 - 0. Motion passed.

**7. Finance Director Report**

Ms. Johnson noted that they had her report. She noted that they are starting to see balances in the new fiscal year. They have also started paying back the meter deposits – they paid \$15 so that has reduced the \$400,000+ in meter deposits.

Ms. Russell asked for a figure for the water assessment fund.

Ms. Johnson said that there is no separate fund on the water side and that the dollars go directly into operating.

(Note: Mr. Bond joined the meeting)

**8. Discussion and Possible Action to Approve Funds for the Purchase of a Mini-Excavator for Water & Sewer**

Mr. Bragaw noted the memo that they had in their packets and said that this item was not in the budget but he is proposing that it is paid for 50/50 between water and sewer from the sewer assessment funds. They have state bid pricing and over a five (5) year payment plan it is about \$7700/yr. each to pay it back. They each would reimburse the fund at that \$7700/year rate. This is an extremely necessary piece of equipment that was proposed for the acquisition program but had been cut during the budget process. He said that they would like to use some of the funds that the Town received from FEMA as part of Blizzard Juno –of which the water departments share was \$2,225.63 which would go towards their share of this purchase. The purchase of this piece of equipment would allow Water & Sewer, Highway and Parks & Rec to have a flexible and dependable piece of equipment.

Mr. Seery asked if this piece of equipment would have helped with some of the recent water main breaks.

Mr. Bragaw said that it is a yea and a no – usually yes but sometimes they do need extra outside help. This is a John Deere with attachments.

Mr. DiGiovanna asked if Highway has the same equipment.

Mr. Bragaw said no – highway has a Volvo but both will definitely be used.

Mr. Mingo said that with the interest rates being so low (1.4%) and it being an in-house item why charge that.

Mr. Bragaw said that the sewer assessment will be getting 1.48% on this, even though it is a higher rate than the money market for the sewer benefit assessment.

Ms. Russell asked if in the new budget that the 10% increase stayed for the hydrants.

Ms. Johnson said yes, they did get the 10% for the hydrants.

Mr. DiGiovanna asked if there is any value/benefit to sell the old mini excavator.

Mr. Bragaw said that he really would like to see it kept as a back-up and to load and unload items at the O & M building.

Ms. Russell asked about a comparison between the 1.48% and the money market noting that if they could charge a lower rate that it would help the water side.

Mr. Bragaw said that it is around \$250 which is not huge.

#### **\*\*MOTION (6)**

**Mr. DiGiovanna moved to authorize the expenditure in the amount of \$73,594 for the purchase of a Mini-Excavator by the Water & Sewer Departments from the W.I. Clark Company using funds in the Sewer Assessment Fund as follows:**

- **Establish an account in the Sewer Assessment Fund in the amount of \$73,594 titled, 'Mini-Excavator'**
- **\$36,797 Sewer Operations share to be covered by funds in the Sewer Assessment Fund**
- **\$46,797 Water Operations share to be booked as a loan from Sewer Assessment to Water Operations at the financing rate of 1.48% (same rate for the 2020/2021 Town Acquisition Program) to be re-paid over a five year period with annual payments in the amount of \$7,639.59**

**Mr. Murphy seconded the motion.**

**Vote: 9 – 0 – 0. Motion passed.**

#### **9. East Lyme POCD Update**

Mr. Kargl synopsized speaking the Michelle Williams who is working on the POCD as she works for the CT Water Company so she is knowledgeable with this. She has put a draft together that will go before the Board of Selectmen and will have a two-month comment period. So – this is a draft – he asked that if they have any comments to please email them to him or to call him. He said that he has already received comments from Ms. Russell and Mr. Mingo.

Mr. Seery asked if there were any comments.

Mr. Mingo said that they need to do some research on the Bridebrook aquifer and that there should be something with respect to restrictions.

Mr. Kargl said that he had noted his comments.

Ms. Russell said that at the end of the draft report that there are references listed – she suggested that everyone read the CT DEEP Guide on protecting groundwater.

Mr. Mingo commented that the recommendations on the last page list salt – but the interstate highway is probably the biggest reason why we have salt. He also emphasized that open space property comes off of our tax rolls which affects everyone's taxes.

Ms. Russell asked about the typical life span of wells and if we have wells that are aging out – if so we may need to have that in the plan.

Mr. Kargl said that they have replaced wells 1, 2 & 3 in the past years; they are in the process of well 5. He said that you are usually working within 250 feet of the existing well so that it falls under the well life. Some are approaching 30 years and they are seeing them slowing down.

Ms. Russell asked if they should be looking for new sources of wells north of I-95.

Mr. Kargl said that they have looked at the Latimer Brook area and that there are no stratified drift areas to support wells there.

## **10. Water Project Updates**

### **▪ Meter Replacement Project**

Mr. Kargl reported that Mr. Scheer has spoken with a contract attorney who said that he was not sure that there was a case. He has also reached out to CT Waterworks Association – a lobby group that we as a Water Company pay into. He asked them for some help/advice and they are seeking to be on our next agenda.

### **▪ Well 1A and 6 Treatment Plan Modifications and Upgrades**

Mr. Kargl reported that this project is on track dollar and schedule wise. There have been two (2) change orders from R.H. White which have not been for extreme amounts so the project is going well.

Mr. North reported that the main has been run from Well 1A to 6; chlorine and bacterial testing has been done and a valve is being replaced. Communication ductwork is being done and it is moving pretty well and staying on schedule.

### **▪ Test Wells for Replacement of Well 5**

Mr. Kargl said that he set aside \$25,000 for test wells and water supply investigation within 250 feet of Well 5. Church gave them an estimate of \$33,000. They do have some dollars from other projects that were left over that can cover this. They will test two (21) sites within 250 feet of the current Well 5. He added that they are looking to put in a submersible pump that would minimize the cost of the project. They are hoping to have the testing done by the end of August.

## **11. Correspondence Log**

There were no comments.

## **12. Chairman's Report**

Mr. Seery reported that Mr. Nickerson and Mr. Putnam are looking into opening up the Boardwalk to walking in both directions. They will make a decision on that soon. Also, the beaches were extremely busy this past weekend and by 11 AM all three (3) beaches were filled to the 75% maximum allowed.

Ms. Russell asked about the Tri-Town agreement talks/news and if there had been any movement.

Mr. Seery said that he thought he heard that they would start up again soon.

Mr. Kargl said that the subcommittee will meet next week and that he would be able to report after that time.

## **13. Staff Updates**

### **a. Water Department Monthly Report**

There were no comments.

### **b. Sewer Department Monthly Report**

Mr. Russell thanked Mr. Kargl for the report and asked for a listing of projects that they know of that could be coming on line and at what capacity.

Mr. Kargl said that he would provide the information as he has in the past.

**14. Future Agenda Items**

There were none.

**15. ADJOURNMENT**

Mr. Seery called for a motion to adjourn.

**\*\*MOTION (8)**

**Mr. DiGiovanna moved to adjourn this Zoom Regular Meeting of the East Lyme Water & Sewer Commission at 8:08 PM.**

**Mr. Murphy seconded the motion.**

**Vote: 9 – 0 – 0. Motion passed.**

Respectfully submitted,

Karen Zmitruk,  
Recording Secretary

**AGREEMENT RE MAINTENANCE OF SEWER PUMP STATION**

THIS AGREEMENT, made on this 30<sup>th</sup> day of June, 2020 by and between the EAST LYME WATER AND SEWER COMMISSION (the "Commission"), acting as the Town of East Lyme's duly designated Water Pollution Control Authority, and SPINNAKER ASSOCIATION, INC. (the "Association").

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WITNESSETH:

WHEREAS, the Association is the association of unit owners of a common interest community known as Spinnaker ("Common Interest Community"), created by a declaration of Spinnaker Homes, LLC, dated December 10, 2003 and recorded on December 19, 2003 in Volume 653 at Page 12 of the East Lyme Land Records ("Spinnaker Declaration");

WHEREAS, the common elements of the Common Interest Community includes a community sewerage system, which further includes a sewer pump station (the "Spinnaker Pump Station");

WHEREAS, the Association is responsible for the operation, maintenance, repair and replacement of the common elements of the Common Interest Community, including the Spinnaker Pump Station; and

WHEREAS, the Association has requested that the Commission operate and maintain the Spinnaker Pump Station, and the Commission is willing to perform such operation and maintenance services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed:

1. The Commission will provide such services as may be necessary to operate, maintain and keep in good repair the Spinnaker Pump Station, including

C. Emergency services shall be any non-maintenance service rendered in response to an alarm received by the Commission or the East Lyme Emergency Dispatch Center. Emergency services may be rendered without prior approval of the Association. By way of example and not by way of limitation, such services would include alarm call-outs and status determinations, machinery malfunctions and sewerage overflows. Emergency services rendered during the normal weekday work hours between 7:00 a.m. to 3:30 p.m. shall be charged at the hourly rate set forth in Section 2 of the attached Rate Schedule. Emergency services rendered ~~outside normal weekday working hours will be charged at the hourly rate set forth in~~ Section 3 of the attached Rate Schedule. Charges for an emergency repair job which begins during normal weekday working hours and extends outside such hours will be pro-rated at the hourly rates set forth in Sections 2 and 3 of the attached Rate Schedule. Emergency call-outs after normal working hours or on weekends and holidays shall be billed for a minimum period of time of three (3) hours.

D. Materials and supplies incidental to routine maintenance, such as disposable gloves, absorbent pads and cleaners are included in the fixed fee for routine maintenance set forth in Section 1 of the attached Rate Schedule. The charge for all other materials, parts and supplies, including chemicals used in the maintenance or repair of the Spinnaker Pump Station shall be the Commission's cost for such materials, parts and supplies, plus twelve (12%) percent.

E. Equipment and vehicles used by the Commission for emergency services and repairs and non-routine maintenance will be charged at the rate set forth in Section 4 of the attached Rate Schedule.

F. Outside contractors used for non-routine maintenance services or for emergency call-outs shall be billed to the Association at the Commission's actual cost for such services.

5. The Spinnaker Pump Station, machinery and related equipment shall remain part of the common elements of the Common Interest Community, and at all times shall be subject to the Spinnaker Declaration. Any warranties, guarantees and licenses related to such equipment and machinery shall remain with the Association and will not be transferred to the Commission. The Association shall be solely responsible for obtaining, renewing and maintaining in effect all permits, licenses and approvals necessary for the operation of the pump station and the payment of all fees and expenses related thereto. The Association shall be solely responsible for the provision of all utilities, including but not limited to electricity, telephone, alarm systems, heat and

or death of any person or persons, including property and employees of the Commission and the Town, and shall defend, indemnify and save harmless the Commission and the Town from and against any and all claims, demands, suits, actions or proceedings of any kind or nature or by anyone whomsoever in any case resulting from or arising out of acts or omissions of the Association or its agents, employees or subcontractors. Notwithstanding the foregoing, the Association shall not be required to indemnify and save harmless the Commission or the Town of East Lyme from and against damages to property or injuries to persons arising out of the negligence or willful misconduct of the Commission or the Town or their employees or agents.

9. The Commission shall be responsible for the prompt repair of any physical damage to real or personal property in the Common Interest Community caused by the Commission, the Town of East Lyme, any subcontractor, and anyone directly or indirectly employed by either of them, including, but not limited to, damaged roadways, curbs, signs, lights, buildings, and motor vehicles.

10. The Association shall carry Comprehensive General Liability Insurance providing for coverage for all damages arising out of bodily injuries or death and Comprehensive Property Damage and Liability Insurance providing for coverage for all damages arising out of injury to or destruction of property, with limits of liability of at least 2,000,000 – General Aggregate/\$1,000,000 – Each Occurrence, and shall name the Town of East Lyme and the Water and Sewer Commission as additional named insureds on said policies and, upon request, provide certificates evidencing such insurance.

11. This Agreement is separate and distinct from any Declarations of Covenants and Restrictions and Agreements regarding Community Sewerage Systems

or at such other address for a party as shall be specified by like notice. Any notice which is delivered personally in the manner provided herein shall be deemed to have been duly given to the party to whom it is directed upon actual receipt by such party (or its agent for notices hereunder). Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been duly given to the party to which it is addressed at the close of business, local time of the recipient, on the fifth day after the day it is so placed in the mail (excluding Sundays). A notice which is sent via facsimile in the manner provided herein shall be conclusively presumed to have been given to the party to which it is sent upon confirmation of receipt of such facsimile.

14. In the event that either party breaches any of the provisions of this agreement either party, after previous written notice of the breach and a reasonable opportunity for the other party to cure the breach, shall have the right to terminate this agreement and to bring such actions at law or in equity as may be necessary or desirable to protect and enforce the interests of said party. Any such action shall be brought in the Superior Court for the Judicial District of New London, and each party waives any jurisdictional, venue, convenient forum, removal right or other right to the contrary. Each party waives the right to a jury trial.

15. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

## ATTACHMENT A

### PREVENTATIVE MAINTENANCE SCHEDULE

#### Spinnaker Sewer Pump Station

##### **Weekly**

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Record elapsed time meter readings.

Check airflow indicator to ensure proper bubbler system airflow.

Monitor station during at least one pump down cycle to check for proper control operation along with leaks.

Check oil levels in seal and bearing chambers.

Check belts for wear and tension.

Check sump pump blower and dehumidifier for proper operation.

Verify back-up air pump works.

Switch to the backup air pump only when the lead air pump quits.

Check air release valves for proper operation. Grease, if necessary.

Record suction/discharge gauge readings for both pumps.

Exercise generator.

Perform manufacturer's recommended weekly procedures pursuant to the attached manuals.

##### **Odor Control (Warm Weather Months)**

Check operation of chemical feed pumps.

Check Concentration in wet well.

Replenish chemicals as required.

##### **Emergency Power System**

Exercise generator under load.

**RATE SCHEDULE**  
(Effective July 1, 2020)

Section 1. – Routine Maintenance

Routine maintenance services rendered during normal weekday working hours (7:00 a.m. to 3:30 p.m.)	\$564.46 per month
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Section 2. – Non-routine Maintenance

Non-routine maintenance services rendered during normal weekday working hours (7:00 a.m. to 3:30 p.m.)	\$45.24 per hour, per person
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Section 3. – Emergency Services

a. During normal weekday working hours	\$45.24 per hour, per person
b. Outside normal weekday working hours, weekends and holidays, except Christmas (3-hour minimum)	\$47.42 per hour, per person
c. Christmas Day (3-hour minimum)	\$62.85 per hour, per person

Section 4. – Equipment / Vehicles

a. Jet rodder truck	\$62.00 per hour, per vehicle
b. Dump truck	\$45.00 per hour, per vehicle
c. Backhoe	\$38.00 per hour, per vehicle
d. Pickup truck	\$25.00 per hour, per vehicle

<u>Section 5.</u> – Outside Contractors	Commission's actual cost
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