

# Town of Farmingdale

## Sewer Committee Meeting Minutes

August 20, 2015

The Farmingdale Sewer Committee met on Thursday August 20, 2015 at 6:30 p.m. at the Farmingdale Town Office.

Members Present: Ben Sanborn, Mike Pelletier, Dana Parker and Jim Grant (Liaison)

Others Present: Jonathan Barczyk (representative for Ellis Construction) and Jonathan Webb

Ben Sanborn called the meeting to order at 6:30 p.m.

✚ Mike made a motion to accept the minutes of 7/16/2015 as presented

✚ Dana 2<sup>nd</sup> the motion

✚ Vote 3-0-0

✚ Mike made a motion to accept the amended minutes of June 18, 2015 as presented

✚ Dana 2<sup>nd</sup> the motion

✚ Vote 3-0-0

**Discussion:** An invoice from Gardiner Water for Sewer Treatment costs was presented to the Sewer Committee along with information on past invoice amounts to show the drop in charges for the past year. Mike felt that cleaning the meter pit and the repairs that were done on Michael Street was a factor in why the invoice from treatment costs with Gardiner had dropped. Mike would like to have someone from Wright Pierce come and take a look at the possibility of having a sand trap that would help with the meter pit.

✚ Mike made a motion to approve the invoice from Gardiner Water for \$39,696.21.

✚ Dana 2<sup>nd</sup> the motion

✚ Vote 3-0-0

**Discussion:** 1<sup>st</sup> installment of the Sewer Maintenance Contract – What is the status of the contract between the Selectboard and the contractor Ellis Construction. At the Selectboard meeting on 8/19/2015 it was decided that things were on hold until Ben Sanborn speaks with the town attorney in regards to some language in the proposed contract that was sent out to Ellis Construction. Ben explained that because of some language in the contract that Ellis Construction's attorney contacted the Town of Farmingdale's attorney indicating that there were potential difficulties with the prompt payment statute in title 10. Ben felt that there were 2 issues; one was that if you receive an invoice that you believe is flawed that you must give written notice within 10 days of receipt to the party indicating what the problem is and this would need to get resolved. The language that is in the proposed contract is very open-ended and is not in accordance with the Statute. The other issue is that section 8 of the contract which discusses what the sewer committee does for approvals. The sewer committee does not approve the dollar amount but only approves that the work has been completed and is satisfactory. The Selectboard is where all dollar amounts for the invoices are approved. Jim felt that there has been a lot of confusion over that section. Ben felt that after having read the language he feels comfortable striking the language that was a concern to Ellis Construction and relying on the statutory language in the event of there being an issue that the Selectboard believed was problematic with any invoice, but keeping the sewer committee approving the quality of the work. The Selectboard would deal with the invoice and if there is a problem that there is a statutory structure that they should follow. This is Ben's suggestion if the Town attorney agrees. Mike asked what language in the contract was the problem and after reading this agreed that this left no flexibility for the contractor. Mike asked for clarification on the piece regarding not paying OSHA costs. Mike said in the contract it states that the contractor must comply with OSHA rules. Ben explained that on June 18<sup>th</sup> the committee found that in the current contract that is in place specifically state that safety and training pursuant to OSHA shall be done by the contractor at no cost to the town. For a new contract we would want to clarify this section and any invoices not include cost associated with OSHA safety and training based on the language of the current contract. Mike feels that this is a misunderstanding between both parties. Mike feels

that in light of this that the contractor may want to increase his fees for the contract. Ben agreed that the contractor may look at the contract and say that he will need a larger amount annually for this contract. Mike explained that this contract is for regular maintenance (i.e peroxidizing pump stations regularly) and to be on call for emergencies. Cleaning of the meter pit is not part of the sewer maintenance contract. Jim felt that the sewer maintenance contractor should be used for any work regarding sewer issues rather than contracting out separate pieces. Mike agreed but thought that the meter pit may have to be done as a separate issue. Presently there is no contract that has been signed.

Jonathan asked why there were 2 different contracts given to Ellis Construction? The contract given to Ellis construction at the previous meeting that they had agreed to and who was the person or why was the contract changed. Ben explained that the first contract was given and then after looking at it there was some things that needed to be changed, and that was the contract sent to Ellis Construction.

Jim explained that the reason for wanting to meet with the contractor is so that any questions would be done face to face and not through emails. Ben agreed that this section is not fair to any contractor and would violate section 10 regarding prompt payment statute.

**Conclusion or Action to be taken:** Ben will give the town attorney a call tomorrow.

- ✚ Mike made a motion to strike the wording from the proposed contract sent to Ellis Construction, specifically 6A 2<sup>nd</sup> paragraph last 3 sentences upon review and approval of the Town Attorney.
- ✚ Dana 2<sup>nd</sup> the motion
- ✚ Vote 3-0-0

**Discussion:** Julian Beale sent an email to let everyone know what the status of the damaged pipe at the Russell Street pump station was. It was agreed that this pipe needs to be looked at and repaired. This pipe was damaged by the snow plow. An idea was put out that perhaps a flag should be put on top of the pipe so that when the snow plow is pushing back snow they are aware of the pipe.

**Conclusion or Action to be taken:** Mike Pelletier will speak with Julian to get an estimate on how much the cost would be to repair the pipe that was damaged on Russell Street.

**Discussion:** What we should do about the maintenance agreement invoice. The Sewer Committee agreed that any work the sewer contractor has done will need to be paid in the event the contractor decides not to renew the contract with the Town of Farmingdale. If we are unable to come to an agreement with the contractor then they should be paid a prorated amount for the contract. What is currently holding up the select Board is an unsigned contract.

**Discussion:** The Town now holds an open account with Harcros Chemicals. Mike Pelletier asked where the peroxide that we ordered from Harcros for the pump stations is being stored. Mike LaPlante told the committee that the peroxide is currently being stored at the back Fire Station, but that they would like to get it out of there. It was discussed that perhaps the maintenance contractor would be the one to store the peroxide. Storing the peroxide is not in the contract but in the past the contractor has stored the peroxide.

**Conclusion or Action to be taken:** Jim thought that in the future that it may be a good idea to have this in the contract that the contractor would be storing chemicals that are used for maintenance purposes.

**Discussion:** Jonathan Webb was in to discuss putting a small trailer park in at 12 Third Street. He thought that he would have up to Five (5) trailers that would be Two (2) or Three (3) bedrooms each. Mr. Webb would like approval in writing from the Sewer Committee that the James Street pump station has the capacity to accommodate these trailers.

- ✚ Mike made a motion to re-issue a letter to Mr. Webb stating that the sewer committee had no problem accommodating five(5) Two (2) or Three (3) bedroom trailers that would be using the James Street pump station. Mr. Webb would also need to seek approval from the Planning Board and the Select Board.
- ✚ Dana 2<sup>nd</sup> the motion
- ✚ Vote 3-0-0

**Conclusion or Action to be taken:** Natalie will draft a letter for Mr. Webb stating that the Sewer Committee did approve of this trailer park. Natalie will also provide Mr. Webb with the minutes of the 8/20/2015 sewer meeting after they have been approved.

**Discussion:** Jim Grant and Bill Rogers went around town and looked at sewer basins and said that they all appear to be in good shape. One basin in front of 45 Bowman St. marked water but looks like a sewer basin concerned them. When they lifted the cover it was full of water. Mike asked if this could be a storm drain plugged. Jim said that they would monitor this.

Jim said that the paving was good on Bowman. The following is a list of basins that he would like to see re-done the same way others were re-done on Northern Ave.

Park & Cherry, Russell, Hayford, Longsdale & Windsor, Almar, Park & Oak

**Conclusion or Action to be taken:** Natalie will call Gardiner Water and ask if the basin at 45 Bowman St. is theirs. Natalie will also ask Julian to give the sewer committee the top 10 or 12 sewer basins that he feels should be repaired.

**Discussion:** Everyone that is on a payment arrangement for sewer with the Town of Farmingdale are still on track and a new payment agreement between the Town of Farmingdale and Diana Flood was approved.

✚ Mike made a motion to accept the payment agreement between the Town of Farmingdale and Diana Flood.

✚ Dana 2<sup>nd</sup> the motion

✚ Vote 3-0-0

**Discussion:** An abatement in the amount of \$80.75 for Pam Chase was approved.

✚ Dana made a motion to grant Pam Chase the abatement of \$80.75.

✚ Mike 2<sup>nd</sup> the motion

✚ Vote 3-0-0

**Discussion:** Gardiner Water paid the extra costs associated with the Dyer property and this amount was applied to the Dyer's sewer bill.

**Discussion:** While Mike LaPlante was riding around checking street lights he noticed that the pump station lights were out. Someone will check in on this.

**Discussion:** Natalie updated the sewer committee with the following

- checking account balance
- 30 notices will be sent out
- Foreclosure notices will be sent out

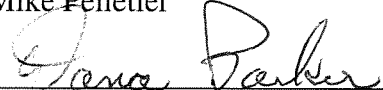
Minutes Approved:

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Date

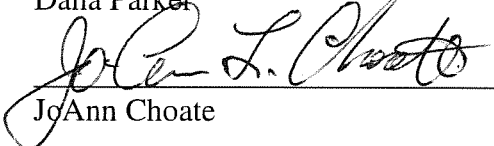
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Ben Sanborn, Chair



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Mike Pelletier



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Dana Parker



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JoAnn Choate

Submitted by: \_\_\_\_\_

Natalie Jackson