



PUBLIC UTILITIES COMMISSION

Bethel Municipal Center, 1 School Street
Bethel, Connecticut 06801 Telephone: (203) 794-8501

MINUTES OF REGULAR MEETING

Monday, April 5, 2010

4:00 p.m.

C.J. Hurgin Municipal Center – Meeting Room “A”

Present: First Selectman Matthew Knickerbocker, Selectmen Richard Straiton, Selectman Paul Szatkowski and Commissioners Michael Gribbin and Peter Valenti. Also in attendance were Town Engineer Andrew Morosky, Utility Consultant Len Assard, Utility Supervisor Kelly Curtis and Town Attorney Martin Lawlor.

Call to Order: First Selectman Knickerbocker called the Regular Meeting to order at 4:00 p.m. and led the Pledge of Allegiance.

Public Input: Billy Michael inquired whether residents are permitted to clean out storm drains. First Selectman Knickerbocker indicated that responsibility for the storm drains is not this commission but the Highway Department's. Mr. Morosky stated that the Town hires a vendor for the cleaning of the storm drains each spring.

Geraldine Mills of Colonial Drive stated she sent an FOI request to the commission last year regarding the Walnut Hill Road pump station compaction rate. She submitted a written request to Chairman Knickerbocker as she spoke. She also feels the pump station is an eyesore and the roads are a disgrace.

Correspondence:

Meeting Minutes from Special Meeting March 8, 2010: Selectman Straiton made a motion, which was seconded by Commissioner Gribbin, to approve the minutes as presented. Commissioner Valenti wanted the minutes to be amended to add his question “Where did the \$350,000 from the Interlocal Agreement between Danbury and Bethel go? Specifically, did the money go to pave Payne Road? Who has the authority to take the money out of the account besides this commission and who gave the authority?” Vote, all in favor, motion unanimously approved.

Old Business:

Plumtrees Pump Station: Mr. Morosky indicated that the pump station was occasionally running at full capacity during the last few weeks of heavy rain. The sewer shed draining to this station experiences significant inflow and infiltration. The RFP will go out this week for the design of a modified station with new submersible grinder pumps. Mr. Morosky indicated the cost of the project may be approximately \$500,000 to \$700,000. First Selectman Knickerbocker inquired as to the time frame for this project and Mr. Morosky indicated that it would take about two months of design plus a few months of construction with completion in the fall.

Commissioner Valenti questioned who maintains the check valve which is on the sewer lateral to the Police Station; Mr. Curtis indicated it hasn't been maintained by his department since he's been here (about five years).

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TOWN OF BETHEL
TOWN CLERK

Ovenrock Partners, LLC: Town Counsel Lawlor distributed settlement documents regarding Oven Rock Partners vs. Bethel Planning and Zoning. A number of items need to be addressed prior to the commission's involvement. Chairman Knickerbocker indicated there's no action this commission needs to perform at this time.

Commissioner Valenti made a motion, which was seconded by Selectman Straiton, to table this discussion until this applicant is referred to the Commission by Planning and Zoning, we're the last step. Vote, all in favor, motion unanimously approved.

Hydrant Charges; Fire Protection: First Selectman Knickerbocker distributed a copy of rate schedule titled "Schedule 9" proposed by Woodcock Associates back in 2007. During a conversation with Chris Woodcock, the author of the rate schedule, First Selectman Knickerbocker learned there was a misinterpretation of the recommended Fire Protection Charges by the Commission. Private fire protection was recommended to be charged based on the size of the water line entering private property, not the number of fire hydrants. Woodcock proposed raising the Public Hydrant rates where the Town would pay the Water Department for each hydrant but he did not recommend charging for individual private hydrants. As discussed previously, Woodcock's recommendation for private fire protection is to charge each connection to the public water supply. For example, the study calls for a 4-inch main to cost \$328 annually; a 6-inch line would be \$952, an 8-inch line would be \$2,028, all regardless of the number of hydrants connected to the private main. Woodcock suggested we revise the motion approved a few months ago regarding the Hydrant Charges and make it a connection charge on private property.

Discussion took place between commissioners about the charges and Selectman Straiton indicated that United Water charges their customers in the Stony Hill area who have private hydrants.

Commissioner Valenti suggested that a meter on the main water line to these developments would capture their domestic water use and the use of private hydrants. This way the homeowners are responsible for all of their water usage and they continue to maintain the hydrants. Mr. Assard indicated there are pros and cons of this recommendation. In particular, it is difficult to measure very low flows, such as a leaking toilet, with a single meter that also needs to measure fire flows.

Selectman Straiton asked Mr. Assard if he could get a list of municipalities that charge for fire protection and show how much they charge.

First Selectman Knickerbocker's second issue is the Town and Private Property owners cannot afford this hydrant charge of \$952 and its causing a lot of pain on both sides. 400 % increase is too much to afford.

First Selectman Knickerbocker made a motion, which was seconded by Commissioner Gribbin to roll back the Hydrant fee to \$300 per hydrant for the Town as well as Private. Discussion took place. First Selectman Knickerbocker withdrew his motion until after hearing Chris Woodcock's presentation.

Selectman Szatkowski made a motion, which was seconded by Selectman Straiton, to table this discussion until next month's meeting. Selectman Straiton questioned Mr. Curtis regarding the costs involved in inspections of the hydrants; Mr. Curtis estimated that it is about \$250 per hydrant.

Financial Report:

Water and Sewer Financial Status Reports so noted.

Mr. Kelly Curtis reviewed the 2010-2011 proposed water and sewer department budget by line item. Mr. Curtis also wants to clarify that the Unions are in negotiations and these numbers are all from last year.

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Commissioner Valenti had questions regarding the salaries of the two employees in the Tax Collector's Office whose pay comes out of the PUC budget. Specifically, Commissioner Valenti would like to know how many hours they work on PUC matters and if two people are really needed for the billing of water and sewer. First Selectman Knickerbocker suggested inviting the Tax Collector, Ann Scacco, to answer these questions at the May 3, 2010 meeting.

Engineering / Utility Consultant Report:

Grants:

Eureka Water Storage Tank: Mr. Morosky reviewed the status of communications with Danbury, as well as presenting two revised drawings of the Water Storage Tank. Commissioner Valenti asked about the current cost estimate of the project and Mr. Morosky indicated it is approximately \$1.2 Million. Mr. Morosky indicated he will be meeting with Danbury's Planning Commission to present the revised drawings and renderings as soon as they are available. Chairman Knickerbocker mentioned that if the Planning Commission does not approve the revised plans then Bethel will be to proceed to DPUC and have them handle the situation.

Stony Hill Sewer Project: Mr. Curtis indicated that the Walnut Hill Pump Station will be operational by the next month. Landscaping will be done as well around the facility. Mr. Knickerbocker questioned whether the low spot in front of the pump station will continue to accumulate water. Mr. Curtis commented that manholes are not set 100 percent and that the pavement is only temporary. This type of settlement also occurred on Payne Road after the sewers were installed and before final paving was put in place.

Selectman Szatkowski wanted to get back to grants for a minute regarding shovel-ready projects. Mr. Morosky indicated that Phyllis Kansky made phone calls to the State recently but was not aware if her calls produced any results. Mr. Morosky indicated that he would follow up with Mrs. Kansky and the State.

Commissioner Valenti had questions regarding the property the town received from Mrs. Piera for the Walnut Hill pump station, particularly if there were any agreements between the town and Mrs. Piera. Mr. Morosky indicated the Town was to clean the two ponds by removing trees and accumulated road sand. There are old photographs showing the ponds and spillways on the lot and Mrs. Piera wanted the ponds dredged to their former depths (2 to 6 feet deep). Mr. Valenti would like to have for the next meeting the approved site plan for the pump station, Mr. Morosky indicated that he would bring the plan approved by Planning & Zoning to the May meeting.

Commissioner Gribbin asked about the manholes on Castle Hill Road. Mr. Morosky indicated there is settlement and it's been more than a year so, technically, they are not under warranty. Commissioner Valenti stated if Ludlow didn't handle this correctly they should be held responsible, same as what's happening on Walnut Hill Road by Colonial Drive.

Commissioner Gribbin questioned how Payne Road Pump Station handled the inflow of water. Mr. Curtis indicated he would have to check the flow numbers for infiltration. There should be no infiltration as it is a new system.

Easements for Phase 3: No new easements have been acquired.

Discussion took place regarding the proposed easements for the Adams Drive area. Attorney Lawlor distributed two memos regarding the agreements, one for 27 Adams Drive the other for 29 Adams Drive (see attached). If these agreements are not accepted Mr. Lawlor will proceed to file for eminent domain.

Commissioner Gribbin indicated this commission never approved any previous easement on any of these projects. Selectman Straiton would like a cost estimate of each estimate identified. Mr. Lawlor pointed out that in other sewer projects done in Town, there was money set aside to be used in the acquisition of easements. The Stony Hill project has been hampered by having to negotiate the smallest detail of the agreements.

Supervisor's Report

Mr. Curtis indicated the company who performed the leak analysis for the Town's water system found the system to be tight with no significant leaks. After the leak analysis was complete, a service leak was reported on Dodgingtown Road and is scheduled to be repaired on April 7.

Mr. Curtis indicated he has a temporary worker to fill the vacant position. The worker, Sam Smith, was recently a temporary worker in the Building Maintenance department and is starting on repairs to the roof at the Berkshire pump station. Mr. Smith will also be providing repairs and maintenance to other facilities until the position is filled permanently.

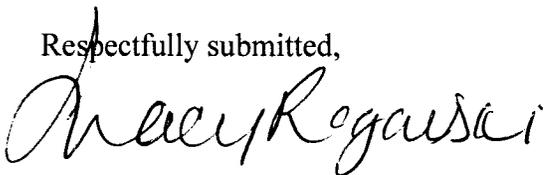
Mr. Curtis further discussed the flooding at the Police Department. Phyllis Kansky was notified for Insurance reasons and pictures were taken.

Selectman Straiton questioned Mr. Curtis about the plugged catch basin on Route 302 near Milwaukee Ave. that appears to be overflowing into a sanitary manhole. Mr. Curtis indicated he would investigate.

New Business:

Adjourn: As there was no further business on the agenda First Selectman Knickerbocker made a motion, which was seconded by, Commissioner Valenti adjourn the meeting at 6:00 Vote, all in favor, motion unanimously approved.

Respectfully submitted,



Tracy Rogalski, Recording Secretary

MEMO- Proposed Agreement for Easement
Mr. and Mrs. John B. Riley
27 Adams Drive
Bethel, CT 0801

The following is presented to the Public Utilities Commission (PUC) for the proposed easement over property known as 27 Adams Drive, Bethel, CT pursuant to Adams Drive Plan and Profile dated November, 2009. (Some portions of the plan will be up-dated to account for items that follow).

This proposed agreement is to supplement Andrew Morosky's correspondence dated September 25, 2009 with items added by the landowners.

I. Prior to commencement of any work or final agreement, the landowner shall choose an appraiser to inspect and create a summary appraisal for the current land and improvements as compared to the planned changes and improvements made pursuant to the plan. The PUC will pay for the cost of this summary appraisal.

If the summary appraisal indicates that the proposed new construction on the property will result in a negative impact on the value of the premises, the parties will discuss terms of compensation or other matters in which to satisfy the land owners.

In the event that no agreement is reached, the PUC shall be free to move forward with condemnation proceedings.

II. Assuming that there is no disagreement in regards to appraisal, the PUC and the landowner would agree as follows:

1. Piping and drainage structures will be installed according to the plan including new pipe to be installed to carry water flow from Autumn Drive along the adjacent property line of 11 Autumn Drive to main drainage pipes located in the rear of the subject property. This is conditioned upon the PUC obtaining an approval from the Inland/Wetlands Commission, otherwise, the installation of a pipe will be installed only on that portion of the landowner's property at a length to be determined in the field, which does not require Inland/Wetlands approval.
2. All new and existing drainage structures within the area will be cleaned out upon completion of the new drainage work. The PUC will also seal existing drainage pipes that run diagonally across the length of the front lawn of the landowner.
3. Excess dredged material from previous work down stream of the storm water outlet shall be removed and the area reseeded, included to be removed are existing piles of wood debris that are in or adjacent to the work area involved.
4. Said dredging will be limited to areas approved by the Inland/Wetlands Commission which has been obtained. (Copy attached hereto.)
5. All trees to be removed for construction purposes will be removed prior to installation of sewers including tree roots.

- a. In addition, the PUC shall remove all existing brush piles and all construction material will be removed promptly upon completion and inspection of the sewer installation.
 - b. All construction material will be removed promptly upon completion of the storm drainage installation and inspection.
6. The PUC will restore all disturbed areas and replace any tree taken down on the property with each tree to be replaced having a trunk diameter greater than six (6") inches (measured five (5') feet above the ground). A landscaping plan has been prepared and incorporated into the overall plans. The new trees will be warranted for one (1) year.
7. The PUC will waive the sewer connection fee. The PUC or its contractor will connect the landowner's home to the municipal sewer system which will include the proper abandonment of the landowner's septic tank. The connection to the municipal sewer system will be by laterals connected to the landowner's existing soil pipe from the home to the septic tank. If the new lateral connection cannot be made to the existing soil pipe, the lateral connection to the municipal sewer system will be made from the interior of the home. A one (1) year warranty will be applicable, materials and workmanship for the same.
 - a. The homeowner agrees and understands that no lateral connection will be made until the newly installed sewer main has been properly tested.
8. All black top from the shared driveway and house driveway of the landowners will be completely removed and the driveway areas graded to drain properly. The same shall be repaved with three (3") inches of new blacktop to be compressed. A one (1) year warranty will be applicable, materials and workmanship for the same.
9. In the event of any damage to existing utilities or property, the PUC and/or contractors shall be responsible for the same and prior to beginning of any work, a certificate of insurance shall be presented to the landowners.
10. In the event any oil residue is found in the work area beyond regulatory limits from road deposits and/or the community oil system which once serviced the Stony Hill area, the PUC and/or its contractor shall remediate the same.
11. While in the field, the PUC will review and remediate any ground water/storm water issues near the landowner's residence which includes the runoff of the adjacent property at 25 Adams Drive.
12. The PUC will remove certain trees outside of the work area, they are three (3) trees near the driveway, two (2) in the back near the residence and two (2) in the side yard all as shown on the said plan.
13. Assuming that the agreement is had with the landowners within the next month, it is expected that the sanitary sewer will begin installation on or about May 10, 2010 and the drainage shall be installed in or around October 1, 2010.
14. The PUC shall immediately reimburse the landowner for landscaping which incurred in the amount of \$200.00.

MEMO- Proposed Agreement for Easement
Ronald and Mary Susan Weinkauf
29 Adams Drive
Bethel, CT 06801

The following is presented to the Public Utilities Commission (PUC) for the proposed easement over property known as 29 Adams Drive, Bethel, CT pursuant to Adams Drive Plan and Profile dated November, 2009. (Some portions of the plan will be updated to account for items that follow).

This proposed agreement is response to Mr. and Mrs. Weinkauf's correspondence dated December 8, 2009 to Attorney Hagan.

1. All new piping and drainage structures will be installed according to the current plan, which has been approved by Inland/Wetlands Commission. (A copy is attached hereto).
2. All new and existing drainage structures within the area will be cleaned out upon completion of the new drainage work.
3. Excess dredged material from previous work down stream of the storm water outlet shall be removed and the area reseeded. The Inland/Wetlands Commission has already approved dredging for certain areas.
4. All trees to be removed for construction purposes will be removed prior to installation of sewers including tree roots.
 - a. In addition, the PUC shall remove all existing brush piles and all construction material will be removed promptly upon completion of the sewer installation.
 - b. All construction material will be removed promptly upon completion of the storm drainage installation and inspection.
5. The PUC will replace any tree removed to facilitate the sewer installation on the properties. Each tree to be replaced must have a trunk diameter greater than six (6") inches (measured five (5') feet above the ground). In the alternative, the land owner may receive payment in lieu of the same for each tree. Payment will be based upon the PUC's cost to furnish a six (6') foot tall to eight (8') foot tall tree similar to the type removed. The plan has been updated to show tree replacement and type of tree for the land owner. The trees will be warranted for one (1) year.
6. The PUC will waive the sewer connection fee. The PUC or its contractor will connect the landowner's home to the municipal sewer system which will include the proper abandonment of the landowner's septic tank. The connection to the municipal sewer system will be by laterals connected to the landowner's existing soil pipe from the home to the septic tank. If the new lateral connection cannot be made to the existing soil pipe, the lateral connection to the municipal sewer system will be made from the interior of the home. A one (1) year warranty will be applicable, materials and workmanship for the same.

- a. The homeowner agrees and understands that no lateral connection will be made until the newly installed sewer main has been properly tested.
7. All black top from the shared driveway and house driveway of the landowner will be completely removed and the driveway areas graded to drain properly. The same shall be repaved with three (3") inches of new blacktop to be compressed. A one (1) year warranty will be applicable, materials and workmanship for the same.
8. In the event of any damage to existing utilities or property, the PUC and/or its contractors shall be responsible for the same and prior to beginning of any work, a certificate of insurance shall be presented to the landowners.
9. In the event any oil residue is found in the work area beyond regulatory limits from road deposits and/or the community oil system which once serviced the Stony Hill area, the PUC and/or its contractor shall remediate the same.
10. In addition to the above, the landowner had the following concerns pursuant to the December 8, 2009 correspondence which are addressed as follows:
 - a. The map now shows two (2) manholes, one located in the center of the common driveway at the base of the hill and the second one to be buried with a solid cover located in the catch basin area at the beginning of next door neighbor Riley's driveway.
 - b. The trees to be removed from the landowner's property are now shown on the plan.
 - c. The drainage grate will be aluminum to allow it to be removed for cleaning purposes, etc.
 - d. Yard drains are to be maintained as shown on the map with the exception of the drain/piping that is to be abandoned.
 - e. Current 30" x 19" drain shall be removed and replaced by two (2) 24" drains. The capacity to remove water should be at least double what the original drain capacity was.
 - f. The easements for 31 Adams Drive, 33 Adams Drive and 30 Budd Drive have already been agreed to but are not shown on the map.
11. Assuming that the agreement is had with the landowner within the next month, it is expected that the sanitary sewer will begin installation on or about May 10, 2010 and the drainage shall be installed in or around October 1, 2010.