

WATER POLLUTION CONTROL AUTHORITY  
**Town of Trumbull**  
CONNECTICUT

TOWN HALL  
(203) 452-5048



5866 MAIN STREET  
TRUMBULL, CT 06611

**MINUTES**  
**Water Pollution Control Authority Meeting**  
**June 24, 2015**

The Trumbull Water Pollution Control Authority held their monthly meeting, on Wednesday, June 24, 2015 at 7:00 p.m. in the Long Hill Room, Town Hall, 5866 Main Street, Trumbull, Connecticut.

Members Present:

Jeffrey Wright, Chairman (arrived 7:30)  
Fred Palmieri, Vice Chairman (left 9:00)  
Laura Pulie  
John Gray  
Richard Boggs, Alternate

Members Absent:

Timothy Hampford  
Paul Whetstone, Alternate

Also Present:

Frank M. Smeriglio, PE, Town Engineer  
John Marsilio, Public Works Director (7:15 to 9:15)  
Dennis Kokenos, Esq. Town Attorney (arrived 7:20)  
Robert Nicola, Esq. Town Attorney  
Christine Kurtz, Wright-Pierce  
Fred Mascia, Tighe & Bond

**PUBLIC HEARING**

Pursuant to section 7-255 of the Connecticut General Statutes, the Trumbull Water Pollution Control Authority will hold a Public Hearing, on Wednesday, June 24, 2015 at 7:00 p.m. in the Long Hill Room, Town Hall, 5866 Main Street, Trumbull, Connecticut in accordance with the provisions of an Ordinance of the Town entitled, "Sewer Ordinance of the Town of Trumbull" adopted by the Town Council of the Town of Trumbull effective July 1, 1969 and Section 7-249 and Section 7-249A of the Connecticut General Statutes, Revision of 1958 as amended. Notice is hereby given that a Sewer Assessment is proposed to be levied by the Town of Trumbull on the following properties:

<u>NAME</u>	<u>LOCATION</u>	<u>NUMBER</u>	<u>MAP</u>	<u>PARCEL</u>
Giacobbe Construction LLC (or current owner)	Meadow Wood Road	11	G/06	00051

Vice Chairman Palmieri called the public hearing to order at 7:05 p.m. and read the public hearing notice. He invited any comments on this topic to be presented. Hearing none, he asked for a motion to approve the assessment for the aforementioned 11 Meadow Wood Road in Trumbull.

MOTION made Pulie seconded Gray to approve the sewer assessment for 11 Meadow Wood Road. MOTION CARRIED UNANIMOUSLY.

There being no other questions or comments, the vice chairman requested a motion to close the public hearing portion of the meeting.

MOTION made Pulie seconded Gray to close the public hearing at 7:07 p.m. No Discussion. MOTION CARRIED UNANIMOUSLY.

**REGULAR MEETING**

The vice chairman opened the June 24, 2015 regular meeting of the WPCA at 7:08 p.m.

**1. Minutes to previous meetings.**

Vice Chairman Palmieri asked if anyone had any comments, questions or proposed revisions pertaining to the Minutes of the May 27, 2015 meeting. There being no questions, comments or modifications, MOTION made Gray seconded Pulie to accept the May 27, 2015 Minutes as presented. No discussion. MOTION CARRIED UNANIMOUSLY.

**2. Old Business.** None

**3. New Business.**

186 Church Hill Road: sub-division sewer connections. Frank Smeriglio indicated the owners' representative is here to speak. Chris Russo with Quatrella and Rizio, 1 Post Road, Fairfield, Connecticut was present representing the owners of the property. He explained this is a subdivision that was approved by Planning and Zoning located at Church Hill Road, Bonita Avenue and Poplar Street. He handed out a map showing the two lots, one on Poplar Street and one on Church Hill Road and pointed out the old lot line and he said they went for a subdivision to split it. There is a sewer connection there for the house that is currently on the property and they are going to add another connection for the house that will go on the other lot. He went over the plan and pointed out where the connection into the lateral will be. He also passed out copies of the Planning and Zoning approval and noted it is subject to the sewer connection being approved by the WPCA Commission. Frank said basically what the commission is approving is the addition of a second lateral. Frank explained they are entitled to one and they will be making modifications to the one that is already there, but because they are adding an additional one there is a \$2,500.00 connection charge. They will have to coordinate with the engineering department to go over the details. They will be connecting to Poplar Street and Mr. Russo noted the entrances to both parcels will be on Poplar Street. The vice chairman thanked him for his time and asked for a motion for accepting or denying the Church Hill Road subdivision sewer connection. MOTION made Pulie seconded Gray to accept the additional sewer connection to the lateral for the proposed subdivision. No discussion. MOTION CARRIED UNANIMOUSLY.

Monthly Invoices: Vice Chairman Palmieri postponed the Owens, Schine & Nicola invoices until Attorney Kokenos arrives.

It was noted there is no invoice from Ury & Moskow this month.

Update of Bridgeport approval fiscal Year 2016 rate. Frank Smeriglio said Bridgeport passed a rate that is equal to last year's rate so, we don't have to raise our rates this year. As part of our budget there is a project that we have that we wanted to pay the costs from our fund balance. So, what we are doing is we are keeping the rates the same and our unit charges the same to match last year's and the funds for the project to do a preliminary study on Contract 5 will come from our fund balance instead of increasing rates. He also said initially Bridgeport proposed an increase, but then it stayed the same. Frank said there is nothing to vote on he just wanted to give everyone an update.

**6. Any other business that may come before the Authority:**

36 Lindeman Drive. Before going into executive session Frank Smeriglio would like the commission to vote to add under any other business a sewer connection request for a project on 36 Lindeman Drive. It is an empty parcel that is owned by the UI and they are putting in a training facility. There is a building all the way in the back and they are tying into our sewer connection. Since a representative is present at this time the commission agreed to vote to add this under any other business that may come before the Authority before going into execution session.

MOTION made Pulie seconded Gray to add the project on 36 Lindeman Drive presented by Frank Smeriglio to the Agenda. No discussion. MOTION CARRIED UNANIMOUSLY.

The UI owns the property and they want to add a new structure on the back end of the property and run a sewer connection to the street. Frank noted there would be a \$2,500.00 connection charge. George Andrews with Loureiro Engineering was present on behalf of their client A/Z Corporation that is doing a project for United Illuminating. He acknowledged the summary Frank gave with regard to the project. He said there were a couple buildings on the subject parcels located at 36 Lindeman Drive in the back and they have been demolished. He went over the plans and pointed out where they are proposing a new 11,760 square foot training facility. It is going to be an open training facility with a roof over just to keep the staff and students dry when they are doing transformer training, etc. The training will be teaching them how to operate excavators, install poles, working with high voltage in vaults, etc. They anticipate less than 49 students that is a maximum number of students and staff that they will have in the facility. Using the public health code he came up with 18 gallons a day. They are going to have showers at the facility as well as a cafeteria, so he came up with about 882 gallons per day for flow. They are proposing to install a sewage pump station within the building itself and that would discharge through a force main up to a manhole on the parcel and then it would drain by gravity down to a Y and connect to the sewer main. In response to questions he said they anticipate using it on a weekly basis five days a week for the training. It is kind of a journeymen's school where they go and get their feet wet with working with all sorts of linemen type work, below grade work as well as confined space entry and such. There will be a variety of temporary vaults that will be installed. They will teach how to install the vault, how to go in and how to get out, etc. He noted they were not able to confirm sanitary connection at the site. The vice chairman asked if there were any other questions and thanked him for his time. Frank said the commission is voting on allowing them to tie in with the \$2,500.00 connection charge and he recommends approval. The vice chairman asked for a motion to approve the issue that is before the commission with regard to the connection for the property at 36 Lindeman Drive.

MOTION made Pulie seconded Gray to approve the sewer connection for the UI property at 36 Lindeman Drive. No discussion. MOTION CARRIED UNANIMOUSLY.

Monthly Invoices:

Owens, Schine & Nicola Monthly Invoices: The commissioners reviewed the invoices.

Invoice 14164 - Bridgeport Regionalization Sewer Agreement - \$9,085.00. Attorney Kokenos said it is the legal fee for issues that are and will be discussed in executive session with regards to the negotiation and litigation for the wastewater treatment. It is based on the retainer agreement they have on file which has been executed by the Town and if there are any questions with regards to the time entry he will answer them. There being no comments or questions,

MOTION made Gray seconded Pulie to accept Owens, Schine & Nicola invoice 14164 as presented and make payment in the amount \$9,085.00. No discussion. MOTION CARRIED UNANIMOUSLY.

Invoice 14165 Mark IV – Contract 4 Litigation - \$1,780.00.

Attorney Kokenos said this is relating to the defense of the litigation brought by Mark IV for Contract 4 litigation. There being no comments or questions,

MOTION made Gray seconded Pulie to accept Owens, Schine & Nicola invoice 14165 as presented and make payment in the amount of \$1,780.00. No discussion. MOTION CARRIED UNANIMOUSLY.

**4. Executive Session.**

MOTION made Palmieri seconded Pulie to move into executive session to discuss preliminary drafts and/or notes as set forth by C.G.S. 1-210(b)(1) and/or discuss with the Town Attorney strategy and negotiations with respect to pending litigation as defined by 1-200(6) and/or to discuss attorney client-privileged information as set forth by 1-210 relating to the following:

- Mark IV – Contract 3 and Contract 4
- Regionalization and/or re-negotiation of Bridgeport Sewer Treatment Contract

Remaining in the execution session will be Fred Palmieri, Laura Pulie, Frank Smeriglio, John Gray, Richard Boggs, Attorney Robert Nicola, Fred Mascia, John Marsilio, Christine Kurtz and Attorney Dennis Kokenos. No discussion. MOTION CARRIED UNANIMOUSLY.

At 7:24 p.m. the tape recorder was turned off, the clerk left the room and the Commission went into executive session.

At 9:28 p.m. the clerk was called back into the room and the recorder was turned on.

Chairman Wright joined executive session at 7:30. Vice Chairman Palmieri left executive session at 9:00.

MOTION made Wright seconded Pulie to close executive session and state that no vote was taken. No discussion. MOTION CARRIED UNANIMOUSLY.

MOTION made Wright seconded Pulie to reopen the regular meeting at 9:29 p.m. No discussion. MOTION CARRIED UNANIMOUSLY.

Chairman Wright stated for the record that Vice Chairman Palmieri left executive session and the meeting and taking his place for purpose of voting matters will be alternate Richard Boggs.

MOTION made Wright seconded Pulie to approve the Proposed Settlement of the following matters concerning the Trumbull WPCA:

CV14-6044082 – Town of Trumbull et al v. City of Bridgeport, et al;

CV14-6041918 – Town of Trumbull, et al v. City of Bridgeport et al;

CV14-6044337 – Water Pollution Control Authority for the City of Bridgeport v. Town of Trumbull, et al;

We would like to submit for approval of a resolution of the above-mentioned litigation, which such resolution shall include the following terms and contingencies:

- (1) The Trumbull WPCA (Trumbull) shall enter into a ten (10) year contract (Agreement) with the Bridgeport WPCA (Bridgeport) for the transport and treatment of Trumbull's waste water.
- (2) Trumbull shall receive a discount against the published sewer user rate established by Bridgeport in each year of the Agreement as follows:

Year 1	8%
Year 2	7%
Year 3	6%
Year 4	5%
Year 5	4%
Year 6	3%
Year 7	2%
Year 8	1%
Year 9	0%
Year 10	0%

Trumbull shall not be entitled to said discount if it is in default of its payments to Bridgeport.

- (3) Trumbull, as requested by Bridgeport, shall explore other options and/or relationship to transport and treat its waste water during the ten (10) year term of the Agreement.
- (4) Trumbull shall make payments into an escrow account to be held by an independent escrow agent agreeable to Trumbull and Bridgeport. Said payments shall be made on a quarterly basis. The amount of said payments shall be equal to the discount Trumbull is receiving in each of the year of the Agreement. No payments shall be made into the escrow in years 9 and 10.

- (5) The escrow may be accessed upon written request from Bridgeport only to fund underpayments by Trumbull to Bridgeport. Trumbull shall replenish said escrow withdrawals.
- (6) If Trumbull fails to exit Bridgeport's system during said ten (10) year term the balance of the escrow shall be paid to Bridgeport. If Trumbull exits on or before the expiration of said ten (10) year term the balance of the escrow shall be paid to Trumbull.
- (7) If Trumbull has not exited Bridgeport's system by expiration of said ten (10) year term it shall have the right to continue to use said system by paying the published sewer user rate established by Bridgeport for its own users.
- (8) Trumbull shall pay Bridgeport \$1,642,651.48 in full settlement of the \$1,700,000 unpaid sewer use charges and \$500,000 plus in statutory interest. The sum of \$842,000 shall be paid by June 30, 2015 and \$800,651.48 by September 30, 2015 the second payment is subject to approval of the Trumbull Board of Finance.
- (9) The parties shall use the courts of the State of Connecticut to resolve any disputes or claims which courts shall have jurisdiction over the Agreement and the parties.
- (10) The meters at the Trumbull-Bridgeport border shall be calibrated every six (6) months. Flow data will be provided to Bridgeport on a monthly basis. Trumbull will maintain its system in compliance with all applicable and appropriate laws.
- (11) Approval of the final terms of the Agreement shall be subject to the consent and agreement of the Trumbull Town Attorneys and the Bridgeport Town Attorneys which shall include the following:
  - a) The right of Trumbull to terminate the Agreement upon two (2) years written notice at any time after the fifth year of the Agreement is executed.
  - b) The acknowledgement by Bridgeport that it shall not take any action to hinder and/or delay Trumbull's connection to a new system and will reasonably assist Trumbull in obtaining federal, state and/or local permits and/or licenses needed to effectively connect with another sewer system.
- (12) Final terms and conditions of the Agreement to be approved by the Trumbull WPCA and the Town Council.
- (13) Upon final approval of the negotiated terms and conditions by the authorized parties in both Bridgeport and Trumbull, Bridgeport shall withdraw its complaint pursuant to the Freedom of Information act currently pending in the New Britain Superior Court.
- (14) Trumbull shall retain any and all rights to file statutory rate appeals at any time after the term of this ten (10) year agreement.
- (15) Trumbull shall not pay a penalty or premium if it uses the Bridgeport system after year ten (10).  
No discussion. MOTION CARRIED UNANIMOUSLY.

Chairman Wright asked if there was any other business for the Authority that needs to be brought forward. There being no other business before the Authority,  
MOTION made Wright seconded Pulie to adjourn the meeting of June 24, 2015 at 9:38 p.m. No discussion.  
MOTION CARRIED UNANIMOUSLY.

Submitted by,

*Joyce Augustinsky*  
Clerk of the Commission