SEWER COMMISSION MINUTES

April 12, 2006

Mrs. Briggs - The regular meeting of the Town of North Smithfield Sewer Commission meeting was called to order on Wednesday, April 12, 2006 at 7:04 pm.

Roll Call - Mrs. Paul - In attendance was: Leon Tikoian, Paul Nordstrom, Linda-Jean Briggs, Michael Connolly, Manny Alvarez and Patricia Paul, Secretary. Mr. McGee wasn't present.

1. APPROVAL OF MINUTES

Mrs. Briggs -Approval of Sewer Commission for March 8, 2006 minutes. Are there any corrections, additions, and deletions?

MOTION made by Mr. Nordstrom and seconded by Mr. Connolly and voted unanimously on an aye vote to accept and approve the March 8, 2006 minutes.

Mrs. Briggs – The ayes have it. Motion carried 4-0 on an aye vote.

2. REPORT FROM SUPERINTENDENT

Mr. Alvarez – March's Report-

• Performed several confined space entries at Pound Hill and Branch River Stations, with assistance from Woonsocket Sewer Division.

This helped to keep debris from piling up at the station.

• Installed last VFD at the Branch River pump station.

• Met with Mr. Hencler from JGA and several sub contractors who toured the sewer pump stations for wastewater improvement preparation project.

• DiPrete Engineering submitted final approved with corrections of the sewer design plans for the Dowling Village project.

• Fermando Tavares of Liz Development LLC began cleaning clogged sewer manholes at the Elizabeth Avenue project. Hired Woonsocket Sewer Division to camera all of Elizabeth Avenue sewer lines. During the inspection, another manhole was found that was completely blocked and Mr. Tavares was called back to clean the manhole.

• Steve from Boydco Pump Company called, ready for final inspection, and testing of Rockcliff Farm sewer pump station and that passed. In addition, pump station was programmed into sewer SCADA system. It hasn't been turned over yet but it is now working through the SCADA system.

Mrs. Briggs – Will there be documentation when the pump station gets turned over?

Mr. Alvarez – Yes. There will be a letter.

Mrs. Briggs – Can we also run that by the Assistant Solicitor?

Mr. Alvarez – Yes. That will be forwarded to Geremia and he will then

send it to us.

Mrs. Briggs – Is there anyone present for the Dowling Village/Slatersville Mill Project? (No one present as of yet.)

MOTION made Mrs. Briggs for unanimous consent to move up on the agenda items 4, 5 & 6 ahead of item 3
for discussion. Motion accepted and approved 4-0 to move items 4, 5 & 6 ahead of item 3 Dowling
Village/Slatersville Mill Project.
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3. Mr. Russo-29 Pine Court/Union Village District
Mrs. Briggs referred to a packet of information received from Mr. Russo and stated that he appeared at the
February Town Council meeting. A letter was written on January 31 requesting that they hear his concern and
also received documentation that states that he had paid in full as of 11/29/2004 on his sewer assessment. It
appeared that it had been a clerical error. However Mr. Russo does have documentation and has provided it to
the Sewer Commission. Mrs. Briggs appeared at that town council meeting and told them that there had
been a misunderstanding and that the Commission had asked some months ago to have Mr. Russo come back
with the information to the Commission so that they can make a

recommendation. As a result of that

Mrs. Briggs stated that she wasn't prepared to make a recommendation to them because she had not seen the information. It had been Mrs. Briggs suggestion to the town council to hear it and make a decision. The Council decided to remand it back to the Sewer Commission and to discuss at the April meeting and make a recommendation back to the town council.

Mr. John Russo – 29 Pine Court

Mr. Russo stated that he disagreed with the statement that was made that it was a clerical error. He stated that being in the Union Village district and had owned the property for 18 years, when he applied for a permit he asked many years ago and was told that it was a $1,500.00 fee.

Mrs. Briggs explained to Mr. Russo that the way the Union Village district was created was that any property that the pipe ran by was assessed at that time. Whether it was improved or unimproved. If twenty years ago that pipe went by and the land that Mr. Russo is referring to was given an assessment, he would have been paying on that over the past years. The fact that Mr. Russo had not paid an assessment over those years meant that Mr. Russo property/land was not included within the Union Village district.

Mr. Russo stated that it is understood that he paid for his own sewer

line.

Mrs. Briggs stated that he is paying for a private connection.

Mr. Russo feels that he is still in the Union Village district and disagrees.

Mrs. Briggs stated that he has connected to the Union Village district but he was never a part of or made part of the Union Village district at the time it was put in.

Mr. Russo stated that when he applied for the construction permit, the girl he spoke with stated that if that was a payment in full and that persons response was yes.

Mrs. Briggs indicated that documentation was provided by Mr. Russo stating that.

Mr. Russo stated he is upset and feels that having people say that it was a clerical error and feels that he paid what he was told to pay in the amount of $1,500.00. He also had to pay an additional $582.00 for another payment on the sewer assessment to go in front of the council and to also take that into thought.

Mrs. Briggs wanted to clarify that Mr. Russo paid the $582.00 even though he was in protest brought the amount up to date to prevent

any further legal action.

Mr. Russo also mentioned that a letter was sent to the Town Council, and to the Sewer Commission, which the Commission never received. And feels that he didn't have to go in front of the council and feels he did everything that he could do.

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Mrs. Briggs stated the reason why the letter was never received was because it was addressed to the Sewer Department and not the Sewer Commission and they are two separate things and feels that it can be resolved and that a recommendation will be brought to the Town Council at the next available opportunity.

Mrs. Briggs stated that geographically they are part of Union Village and so is Warren Avenue and Park Drive and they don't have sewers either. The Union Village sewer district does not include all streets and properties that are geographically in Union Village. Pine Court is one example and part of Pound Hill Road and the house on Great Road are yet additional examples as well as Park Drive and Warren Avenue.

Mr. Russo feels that he falls under the old rules.

Mrs. Briggs understands what Mr. Russo is saying but technically he

does not.

Mr. Robert Lowe was present and wanted to explain some of the technicalities on how this issue had occurred and one of many things that he has been trying to correct. There were some staff people that were not up to date on how to bill people. The clerk that is no longer with the Town of North Smithfield which had many errors that occurred in the past that in Mr. Russo's case told him that he was in the Union Village district and what Mr. Russo's argument was that if he was in Union Village and he connected to a pipe that is in the Union Village district, she had charged him that $1,500.00 fee and told him that it was paid in full. That is where the mistake was made at Town Hall. It was not on Mr. Russo's part and under today's standards he should have paid the $5,200.00 but because of the error and it was the towns fault and it wasn't done intentionally. Mr. Russo didn't know what the formula was either and what was the $1,500.00 for. After the mistake was found, Mr. Russo brought this to the towns attention. The town sees that the mistake was made but Mr. Russo does have a bill of sale stated paid in full. It was recommended at town hall to leave the fee and another penalty the town pays for not having something that should be standard and anyone who hooks up should pay the $5,200.00 but that is an argument for another day. And that is how these mistakes get made commented. Under these circumstances we had recommended that he should pay the $1,500.00 and a lesson learned and move on. He stated that whether or not that they go into a court case because Mr. Russo does have a

bill that states it is paid in full for a sewer assessment. It will cost the town money whether the town wins or loses the case and there will be hardships on both sides.

Mr. Nordstrom proposes that he should pay the $5,200 and put it back on the Town Council. The sewer district is established and someone else made a mistake and he feels that he doesn't think it should be up to the Sewer Commission to forgive them and should not be dropped in the Sewer Commissions lap to resolve it. It is not in the district and it should be $5,200.00 and if the Town Council wants to waive it, they can waive it.

Mr. Russo stated that he had plans to build in the town for ten years. When he went to engineering, they were going to pump up on to Woonsocket Hill Road. He was able to get an easement through a neighbor and went down to Homestead. And for the last ten years, he has been told that it was a $1,500.00 fee to tie in.

Mr. Nordstrom stated that they have to follow the sewer ordinance that governs.

Mr. Russo stated that at the town council meeting they were swaying towards having the Commission to accept the $1,500.00.

Mr. Nordstrom explained that the Sewer Commission sets the fees and if it were up to the Commission everyone would pay $5,200.00. It

would be up to the town council whether or not they want to decide to waive the ordinance.

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Mr. Russo stated that he has been to three meetings and wants someone to make a decision.

Mr. Nordstrom understands Mr. Russo's frustration and it keeps getting bounced back to the Commission.

MOTION made by Mr. Nordstrom and seconded by Mr. Connolly with debate to refer it back to the Town Council that Mr. Russo is not in the district and should have paid $5,200.00 but he was charged the $1,500.00 and there was a clerical error.

Mr. Connolly feels that Mr. Russo is in the middle.

Mrs. Briggs – stated that the Commission's job is to insure that the ordinance is followed. That is what the Commission is asked to do and that they are a recommending body only to the Town Council. The Town Council makes the final decision on any recommendation that the Commission makes. In many cases, they overturn the Commissions recommendations and in some cases they accept them as written. But the Commissions role is to interpret the ordinance and apply it accordingly. The interpretation that Mr. Nordstrom is

saying to Mr. Russo is that he is not part of the Union Village sewer district but he could connect to the Union Village sewer district and do so under the ordinance therefore would be subject to the $5,200.00 out of district sewer assessment fee.

Mr. Lowe asked the Commission if there was a way that they could make a recommendation and that he agrees with Mr. Nordstrom. He is not agreeing that he owes $1,500.00 but believes that he owes $5,200.00 but under these circumstances there was an error made on the town's part. If the letter under the law he would of owed the $5,200.00 but under these circumstances the $1,500.00 was there and to leave it up to the Council at that point on the Commission's findings and that he was out of the district and that there was a major error. It was the town administration that made the error not the Sewer Commission. It should be the Council's decision more so than the Commissions decision.

Mr. Nordstrom withdrew his original motion and Mr. Connolly withdrew the second.

Mr. Russo had another issue that another payment will be coming due in two weeks and probably will not be able to get in front of the Council and is unsure if he will have to pay another $582.00 to get in front of the Council and asked the Commission to also make a decision on that issue?

Mrs. Briggs stated to Mr. Russo that the Commission is not an administrative body, that the Commission is a recommending body. The decision is ultimately the Council's to waive fees and to waive the interest. It has
never been the Sewer Commission to waive fees that is in conflict with the sewer ordinance and recognizes Mr. Russo's situation.

MOTION: Made by Mr. Connolly moves that the Sewer Commission affirms the assessment of $5,200.00 is correct and that the Russo property is not part of the described district but due to the fact that Mr. Russo paid his billed amount in full, the Commission recommends that the Town Council that the paid in full bill receipt be accepted and respected.

Seconded by Mr. Nordstrom with discussion.

Motion Amendment made by Mr. Nordstrom and voted unanimously on the amendment 4-0 where it says that due to the fact that Mr. Russo paid his billed amount in full, and replaced that phrase by saying the following:

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"Due to the fact that Mr. Russo was told on November 29, 2004 that his bill was paid in full, the Commission recommends that the Town

Council considers the matter closed."

AMENDED MOTION: Made by Mr. Nordstrom and seconded by Mr. Connolly, and voted unanimously on an aye vote 4-0 to move that the Sewer Commission affirms the assessment of $5,200.00 is correct and that the Russo property is not part of the described district but due to the fact that Mr. Russo was told on November 29, 2004 that his bill was paid in full, the Commission recommends that the Town Council consider the matter closed.

Mrs. Briggs asked if there was any discussion?

Mr. Connolly for sake of discussion stated that the Commission has to affirm the integrity of the assessments and of the ordinance and understands that Mr. Russo has a paid in full bill and that there was a mistake made and to move on from there and follow the only course they can do to do that and both principals that the Commission is trying to protect.

Mr. Russo asked about a refund for the overpayment?

Mr. Nordstrom stated that the issue was that the $1,500.00 was paid in full.

Mr. Connolly agreed with Mr. Nordstrom and anything over the $1,500.00 would be considered as in excess.

Mr. Nordstrom stated that $1,500.00 settles the deal and anything above and beyond that Mr. Russo should get back.

Mrs. Briggs explained to Mr. Russo that the Commission will prepare documentation and the motion will be sent to the Town Council. She didn't know when they would place it on their agenda. Unfortunately, she stated if Mr. Russo was looking to get the $582.00 returned to him, she suggested for him to appear before the Council. The Council could act on the $1,500.00 since documentation has been supplied without having Mr. Russo appearing before the Council but for the $582.00 suggested for Mr. Russo to attend the town council meeting.

4. Mr. Sayles – 6 Old Field Road

Mrs. Briggs stated that Mr. Sayles be placed on the agenda but there is no correspondence or written documentation received and explained since there is no written documentation sometimes things take more than one meeting.

Mr. Theodore Sayles resides at 6 Old Field Road. He stated that his ejector pump had failed. When a person from F.R. Mahoney checked it out and removed it from the ground and had never seen a pump destroyed like his before. F.R. Mahoney had to take it back to their shop. In the meantime a loaner pump was put in place and returned in his house and he then turned the power back on. Mr. Sayles stated

that the previous pump always made a noise and the person from F.R. Mahoney stated that it isn't suppose to make any noise. Mr. Sayles previous pump that was removed made noise from day one since it was installed. He stated that no one was present when it was turned on. Giguere and Marchand put it in the ground and the electrician had turned it on and F.R. Mahoney should have been notified but wasn't at that time and who ever supplies the pump (which was the town) should have notified F.R. Mahoney to be there when it was turned on. F.R. Mahoney are the ones who maintain the pumps and system. Mr. Sayles stated that no one was there and F.R. Mahoney would have known it was a defective pump the minute they turned on the switch and could hear it. F.R. Mahoney wants $1,695.27 to repair Mr. Sayles pump and which is guaranteed for 30 days and they want $1,856.50 to put

a new one in the ground that they will guarantee for (2) two years. Mr. Sayles feels that he shouldn't have any of the financial responsibilities that should be on his shoulders because of the original pump being defective.

Mr. Tikoian asked who had installed the pump?

Mr. Sayles stated it was Giguere & Marchand were the ones who put it into the ground and the town supplied the pump. But he had a choice of several contractors of who he could call who were authorized by

the town to install them. He chose Giguere and Marchand.

Mr. Connolly asked how long has it been installed?

Mr. Sayles response was that it was installed around the year 2000. The town purchased the pump February 8, 1999 and his was installed the following spring. He wasn't aware that anything was wrong with his because he had never had one. And the loaner they have in the ground now, they can't even hear it running.

Mr. Lowe had spoken to Mr. Sayles regarding his issue. Mr. Lowe called Mr. Alvarez and he went up there at the time to make sure that the company would be there to change it and it was pretty loud. It is true that the noise was there from day one and not knowing that. But the company wants to get paid and they either want the town or Mr. Sayles to pay it. In this case he semi told Mr. Sayles that if it was the towns responsibility then the town will step forward to take care of it unbeknown of the system. He stated that he did not make a full commitment but he did tell him that if there is an error it is on the town's part. He doesn't know how things were done or how they were checked but during that time there was a transfer of sewer superintendents in that one-year span. And that it was discussed first with the town and Mr. Alvarez before he had called the company.

Mrs. Briggs read from the ordinance Section 8-30 (q) Grinder pump systems. "The town will provide one grinder pump unit to each

dwelling that is located within a low pressure sewer system or a dwelling that is located in a low lying area along a gravity sewer system provided by the town at no cost to the dwelling owner. The installation of the unit is the responsibility of the dwelling owner. Dwellings that are located within a
sewer system that was not provided by the town shall install a GP212 or GP214 grinder pump unit and electrical control panel manufactured by Environment One. Units other than Environment One will not be allowed to be installed. Installation of the grinder pump systems shall be in accordance with the North Smithfield Standard Sanitary Sewer Requirements. The operation and maintenance of the grinder pump system shall be the responsibility of the dwelling owner. The owner shall obtain a service contract from a qualified firm to provide operation maintenance to the system and a copy of the service contract shall be submitted with the permit application in order to receive an approval to connect to the sanitary system. The owner shall provide emergency power to the grinder pump system during power outages. The town is not responsible to provide emergency power or to provide maintenance to the grinder pump system(s). The owner will be responsible for the replacement of the pump if the need arises."

Mr. Nordstrom asked if Mr. Sayles had any records or does the town have any records that it was inspected?

Mrs. Briggs asked if Mr. Sayles receive any approvals to connect?

Mr. Sayles stated that he received the permit but it doesn't say anything that it was inspected.

Mr. Connolly asked Mr. Alvarez if one of these were to be installed now, would the inspection be done by the town when it goes in?

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Mr. Alvarez's response was yes. He stated that he usually calls F.R. Mahoney and he would tell them that there is an inspection.

Mr. Nordstrom asked Mr. Alvarez what initiates that?

Mr. Alvarez's response was that the owner would call him. Because the town provides the pump, the resident will contact him and the pump is left with the resident and the resident will get a plumber to tie it in. The plumber will call Mr. Alvarez and then he will and would tell the plumber to call in advance so he could get in touch with F.R. Mahoney and he would get that date and pass it onto them. If he can't make it (Mr. Alvarez) then F.R. Mahoney would be there. One of them would be there.

Mr. Nordstrom asked if the only thing that Mr. Sayles had was a permit that was pulled and connected?

Mr. Connolly asked Mr. Alvarez if he knew on these particular units what the recommended maintenance is on them or a scheduled maintenance is on them? Is there a scheduled maintenance and are they suppose to be schematically inspected as part of the service contract?

Mr. Alvarez's response was that he had not seen the service contract. Usually when they get the pump they get the whole package.

Mr. Connolly asked Mr. Alvarez if it was required the inspection of maintenance is part of the deal?

Mrs. Briggs stated that the ordinance says that the service contract is between the homeowner and the installation contractor.

Mr. Alvarez stated that when they don't get the contract they void the warrantee with the town.

Mr. Connolly asked Mr. Sayles when he had the pump installed did he have a service contract with the provider?

Mr. Sayles response didn't know if he had one or not. He stated he had received a letter from the town from the previous administration and said the he was required to connect or there will be a lien put on his house. He had called Giguere & Marchand who took over from

there. The town delivered a pump and Giguere & Marchand installed the pump and someone from the town showed up in a town truck and talked with Giguere & Marchand and left and he never saw anyone again until the pump broke.

Mrs. Briggs stated that as she reads the ordinance that when the town brings the pump out, the towns responsibility ends except for the actual connection. She stated that there was nothing received that they didn't inspect. She also states that once he is connected someone from the town had to approve it.

Mr. Sayles stated that F.R. Mahoney said that no one was there from their company when it was turned on and they should have been there.

Mrs. Briggs stated that it is the owner's responsibility to handle the installation. It is not the towns.

Mr. Nordstrom stated that the sewer use ordinance is what governs it and what issues the permits. Someone has to contact the town once it is installed so it can be inspected to assure that it is installed properly.

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Mrs. Briggs stated that the pump is provided by the town at no cost to the dwelling owner. The installation of the unit is the responsibility of the dwelling owner. The maintenance of the unit is the responsibility of the dwelling owner. She feels that the town held up to its level of responsibility that was to provide the pump at no cost to the dwelling.

Mr. Sayles stated that he was provided with a defective pump.

Mrs. Briggs stated that the ordinance doesn't allow for a warrantee on a piece of equipment. All the town does is provide it. If it is being installed by a qualified firm with a service contract in accordance with North Smithfield Standard Sanitary Sewer requirements then it becomes the dwelling owners responsibility. The town's responsibility ends when it is dropped off at the dwellers home in Mr. Sayles case.

Mr. Sayles stated that according to F.R. Mahoney, the proper procedures were not followed.

Mrs. Briggs stated that these are the procedures that the Town of North Smithfield follows not F.R. Mahoney's.

Mr. Sayles stated that the Town of North Smithfield should have notified F.R. Mahoney when the pump was going to be turned on.

Mr. Nordstrom stated that the sewer use ordinance, that Mr. Sayles was supposed to contact the town. So the town could contact F.R. Mahoney. But there is no proof that Mr. Sayles had not contacted the town and to have the town inspect it with F.R. Mahoney. And there was no proof of any type of inspection.

Mr. Nordstrom - When they do the inspection, they verify that the pump works and that it is installed correctly so that the owner can enter into the service agreement with their company. There is no proof that that step was done. Mr. Nordstrom asked if Mr. Sayles had contacted anyone to inspect it.

Mr. Sayles responded that no and he thought that the plumber would take care of everything.

Mrs. Briggs would like to try and research the issue to see if any correspondence can be found and place it on next months May agenda.

5. Mr. Kevin Benoit-Sewer Improvements on 46 Pound Hill Road & 120 Great Road

Mrs. Robin Benoit is requesting a credit for an assessment based on North Smithfield code 8-36.1 sub-sections #6. It allows the Commission to recommend a credit for the cost of the assessment.

Mrs. Briggs stated that it is based on a (4) four-part formula. She

stated that their property falls under sewer lot development fee it being 8-36.6 that is a sewer lot development fee. That is where the $5,200 comes in. The 8-36.1 refers to an area and how a full district would be divided the construction costs for the specific district. Because they had connected to an existing district, being the Union Village district geographically but was never part of the Union Village sewer district. Because they had connected to an existing district, they fall under the 8-36.6.

Mrs. Benoit stated that they would research it further and determine if they are entitled to a credit based on their information.

Mrs. Briggs explained to Mrs. Benoit the difference between an all ready existing district verses a new district.

Mr. Alvarez stated that the road has to be repaired again.
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Mrs. Briggs asked if the road has been brought to standard?

Mr. Alvarez's response was no not to the final. He is functioning and is on line. It is a functioning sewer. The manholes and everything has been tested and everything underground has been done. Just the road is left.

Mrs. Briggs asked Mrs. Benoit that when Mr. Benoit came before the

Commission in the past that they were providing a right-a-way for one of their neighbors or the home behind it. Did that happen?

Mrs. Benoit's response was not that she was aware of. She will check with her husband. She thinks the road hasn't been completed due to the winter.

Mrs. Briggs asked if they pay for (3) three units?

Mrs. Benoit's response was yes it is for (3) three units, a (2) two family and (1) single family.

Mrs. Briggs asked Mrs. Benoit's what are they looking to consider from the Commission?

Mrs. Benoit's response was a credit for the $15,600.00.

Mrs. Benoit's husband Kevin Benoit arrived at 8:28 pm.

Mr. Connolly reviewed the correspondence and asked if they had already paid $3,900.00?

Mr. Kevin Benoit stated correct.

Mr. Nordstrom stated that it would have to be turned over to the town. Once that is done and signed and checked off then it can be turned

over to the town and then the Commission would consider the request. Until it becomes the towns, there is nothing the Commission can do until that information comes to the Commission.

Mrs. Briggs states that once the road is brought back to its final pavement and once that is done Mr. Benoit can talk with Mr. Alvarez and he can begin the process and to take possession of the manholes and bring it to the public infrastructure.

Mrs. Briggs stated that they need to check with the Assistant Solicitor once the road is brought back and have it recorded at the town. At that point it would become the towns and an increase in infrastructure and consider a request at that point.

6. CORRESPONDENCE & COMMUNICATIONS

Mrs. Briggs received a letter from Linda Scotland who resides at 531 Victory Highway requesting sewerage for her property. The letter reads as follows:

"I am writing to request for sewerage for my property, as I now have a very old cesspool. Are there any plans for this now or in the near future? There is sewerage at Slatersville Plaza and the Halliwell School. It would not seem unreasonable to connect between these two points, about two (2) miles and many

residents.

Please give this your attention at your next meeting as I would like to know if you

have any intentions in the near future"

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Mrs. Briggs spoke with Ms. Scotland and told her that the Commission is in the process of updating the facilities plan and that the facility plan may be up for review by the May meeting. Ms. Scotland is looking to make some renovations and wanted to know if something would be done within the next year. The district that Ms. Scotland is referring to was identified when Mrs. Briggs had sat down with the town engineers and that area was an area identified that had a large interest level by organizations.

7. OLD BUSINESS

Mrs. Briggs stated that the facility plan update should be available for the May meeting so the Commission can review it since it hasn't been updated since 1992. It is currently in the town engineer's hands for updating. Then the Commission will prioritize the areas and look to begin to increase the infrastructure.

Mr. Keith Maurice who resides at 6 Briden Street off of Elizabeth Avenue asked if there is any type of money owed for sewer

assessment or any type of sewers? He wants to know whose responsibility is it when a bank calls for a municipal lien certificate (MLC)?

Mrs. Briggs stated that her understanding is that what she received from legal council is that it is not the towns responsibility to enter a lien for sewer assessment. A sewer assessment is no different than an annual property tax.

Mr. Maurice asked if there was money owed not a lien? If there was money owed on a piece of property that someone would buy that would show up.

Mrs. Briggs stated that it is a lien that Mr. Maurice is referring to when he is speaking about a MLC. She stated that there is no lien required for a sewer assessment and it is treated as annual property taxes.

Mr. Maurice purchased a home in October of 2004 and the permit for the sewer was pulled of May of 2004. He received a MLC saying a sewer assessment if applicable would be on the second page. There was no second page attached or anything circled. He had to refinance the house one month later because of the interest rate dropped a point in a half. He received another MLC and the same situation. Both of them were clear. There were (9) nine other houses that had problems and everything was stopped. In 2005, the town settled with the first (9) houses on the first week of December. On

December 29, 2005, Mr. Maurice received a bill for $3,900.00 at 12% interest on the 2nd to the last day of the year broken down quarterly. Because the bill was sent out in December, there were (2) two quarters that were missed. Now the quarterly payments are for: January, April and June. He feels that there is a mistake made somewhere and wants to know who is responsible for it.

Mrs. Briggs and the Town Solicitor's recommendation had been that Mr. Maurice contact an attorney.

Mr. Maurice stated that he has contacted an attorney but just trying to get some additional information. He has entered legal council with the town and with the builder.

Mrs. Briggs stated that a lien would not be placed until the homeowner is in violation or have not maintained whatever payments structure was agreed to. It is not the Sewer Commission's nor the Sewer Department's responsibility to place a lien against a home unless they are in violation of not having paid their sewer assessment.

8. NEW BUSINESS

Mr. Nordstrom requested from Mr. Alvarez that help is given to individuals (referring to Mr. Russo) and can he obtain copies of the sewer use ordinance and give extra copies so that someone can receive a copy of the sewer use ordinance and direct those

individuals in the right direction. Also, if he can obtain the old facility

plan and get copies of the outlines of the original sewer districts that would be Union Village, Ironstone, and Mendon Road to show individuals of what is going on.

9. DOWLING VILLAGE/SLATERSVILLE MILL PROJECT

Mr. Alvarez submitted final plans to Commission Members for Dowling Village/Slatersville Mill project and stated that they are all set for construction and have been approved by Geremia and Associates.

10. ADJOURN

MOTION by Mr. Nordstrom and seconded by Mr. Tikoian and voted unanimously on an aye 4-0 vote to adjourn the meeting at 8:45 P.M.

Respectfully Submitted By,

Patricia A. Paul
Sewer Commission Secretary