

## **SEWER COMMISSION MINUTES**

**September 7, 2011            7:00 PM**

**Mr. Connolly - The regular meeting of the Town of North Smithfield Sewer Commission was called to order on Wednesday, September 7, 2011 at 7:05 P.M. at Kendall Dean School.**

**Roll Call - Mrs. Paul - In attendance was: Mr. Nordstrom, Mr. Connolly, Mr. McGee and Mrs. Sheridan. Mr. Wilcox was present. Mr. Carpenter was not present. Mr. DeCelles indicated that he will be coming a little later.**

### **APPROVAL OF MINUTES**

**MOTION by Mr. Nordstrom, seconded by Mr. McGee and voted unanimously on a 3-0 aye vote to approve the August 17, 2011 minutes, Mrs. Sheridan wasn't present at the meeting so she isn't able to vote.**

**MOTION by Mrs. Sheridan, seconded by Mr. McGee and voted unanimously on a 4-0 aye vote to approve the July 20, 2011 minutes.**

### **REPORT FROM SUPERINTENDENT- Mr. Carpenter**

**Mr. Carpenter wasn't present, no report was presented.**

### **REPORT FROM SEWER/WATER COORDINATOR - Mr. Wilcox**

**Mr. Wilcox indicated that there were grinder pump issues due to hurricane Irene and pump and generator activity as he noted in his report.**

**Mr. DeCelles arrived at 7:14 P.M.**

**Mr. Nordstrom asked when it says out of warranty in his report about 37 Pacheco Drive does it mean that it isn't covered by the warranty or has the warranty expired?**

**Mr. Wilcox stated that it isn't covered by the warranty if it was storm related. He also indicated that the extended warranty has not been approved.**

**Mr. Nordstrom stated that regardless, F.R. Mahoney is saying it isn't covered by the warranty because it is storm related.**

**Mr. Wilcox was in agreement.**

**Mrs. Sheridan asked shouldn't it have some type of surge protectors built right in?**

**Mr. Wilcox stated that none of them have surge protectors.**

**Mrs. Sheridan suggested send a letter to the residents to place surge protectors in if for the future there are other storms and this could**

**cost the residents lots of money.**

**Mr. McGee didn't agree and feels that the town should be able to fix this issue and not F.R. Mahoney.**

**Mr. Nordstrom indicated that those residents in Phase 1B, the town council has not approved that for the monies of \$63,000.00, they have approved the concept of the extended warranty but they have not approved the money and passed the resolution for them to approve the money and they tabled it and now many of those residents that are at the end of their two year warranty period with the original manufacturer or that have already past are due.**

**Mr. DeCelles suggested a few months ago to get other companies that do maintenance on E-One Grinder pumps and didn't know if that call was ever made to E-One stating that the town is displeased with F.R. Mahoney.**

**Mr. Wilcox stated that yes it was but that F.R. Mahoney is the sole supplier and since he has the warranty to remain with F.R. Mahoney.**

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**Mr. DeCelles suggested having a conference call with some of the member of the commission to E-One because he isn't happy with**

**E-One's response regarding staying with F.R. Mahoney.**

**Mr. Nordstrom stated that there is a difference between the original manufacturer's warranty and the extended warranty. He also would like to make an effort to call E-One and that the original two year warranty is up and they want to switch it to another company either "Fernco" or another company.**

**Mr. DeCelles stated that they don't even have to say who it is, at long as it is an authorized E-One dealer or rep.**

**Mr. Connolly suggested that to Mr. DeCelles to meet with Mr. Wilcox and arrange for that call.**

**Mr. DeCelles agreed and he stated that he has been involved with E-Ones for over 20 years and indicated that the stuff he is seeing happening is indicative of the company that he knows and it is the best pump out there in his mind. He feels that it is an F.R. Mahoney issue and when they first started, they just sold them, they didn't do any service on them, Fernco was the company who serviced them and never had any issues with Fernco's work.**

**Mr. Connolly stated that it seems puzzling that E-One would restrict the vendor. The warranty is with them.**

**Mr. Nordstrom suggested another option is to take the \$63,000.00,**

**don't do the extended warranty and have a maintenance agreement with Fernco and Mr. Wilcox and Mr. DeCelles can talk to E-One about that.**

**Mr. DeCelles stated that the warranty is with E-One not with F.R. Mahoney and maybe have the town solicitor draft something up.**

### **PRESENTATION BY JOHN FLAHERTY CHAIR OF REDEVELOPMENT AGENCY**

**Mr. Connolly met with Mr. John Flaherty from the Redevelopment Agency and he has been reaching out to other town boards and commissions to look we might have some overlap unified efforts and wants to make a presentation and discuss things with the commission.**

**Mr. John Flaherty, of 10 Green Street, Chair of the North Smithfield Redevelopment Agency began his presentation. The Redevelopment Agency at their recent meetings suggested that they become more proactive to provide a status update to the boards and commissions of where things stand and to see if the boards or commissions have anything to add or see if the full scope of each other's work and collaborative as boards together. He provided a brief history, purpose and main focus of what the Redevelopment Agency is all about and what the benefits are to North Smithfield. The Redevelopment Agency was something that followed the two year work of the Branch Village Task Force in 2007-2009. The Town**

**Council created the Redevelopment Agency first in 2008 and they failed to make appointments to it. The next town council came in and took another look at the ordinance again, made adjustments and they made appointed members on August 23, 2010 and those are the individuals who serve on it now. The purpose of the agency was to carry out the work that was started by the Branch Village Task Force. Many people from the community, including Linda-Jean Briggs from the Sewer Commission, council members, planning board members, economic development members, Valley Alliance for Smart Growth all worked on this plan of vision. They finished it and their task was done and voted themselves out of business in 2008. The final recommendation of the town council was to create a Redevelopment Agency similar to other municipalities for actually carrying out the work. The focus was on increasing the tax base which got everything started and was looking at other sources of revenue to support businesses and schools and also looked at the area of Branch Village in particular for redevelopment that could actually improve the function and concentrate on economic development. What it has is existing infrastructure but what it lacks is sewers in parts of the district. So he stated that this was an opportunity to update and enhance existing infrastructure rather than taking an area of town that didn't have anything but woods and investing in new infrastructure. The area of focus is Branch Village. In order to take on any kind of project there has to be a defined area and it has to be defined in parcels which has been done at this point and it has to meet certain standards of blight which is used in the statute. The**

Redevelopment Agency has done a study and hired two consultants to do two different analysis of the area and they showed a build out analysis of future plans in the district. He provided slides of what the area would look like with sidewalks in that area. He noted to look at more detailed studies, the chronicles of the Branch Village Taskforce created a website known as [branchvillage.com](http://branchvillage.com). He noted that the benefits to the residents would be the tax base and improving an area the town already has and taking a better advantage that is already there plowing down forest land. He stated that the illustrations he provided show the power of good design and take an area that they are familiar with and how it can be more enhanced with more development at which adds value. He showed some different illustrations to the commission and noted that a sewer infrastructure

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would have to be in place for development in the area and looking at a plan very far down the road. He stated that there had to be a few things that need to happen, aside from the sewer and they needed an ordinance that defined Branch Village as a district which was adopted earlier this year so it is an area they can legally work in. The second one has been in play for the past couple of years is that the town Planner has made some several grant applications for the transportation improvements that are estimated in the \$4m to \$6m range. He stated that when the town council stopped the sewer project in the district their mandates of the town administrator at the time and that they need to go out and find some economic

development grants to advance them any further. That was their word to the administrator. Those grants have been filed with the US Economic Development Administration. He informed the commission that to date none of the grants have materialized. He also noted that the development can not happen without the sewer but if sewers were in the area there would have to have the underlining conditions in zoning to allow for that type of development. He is hopeful that the town council will adopt the zoning for that. He discussed various options of sewer connections in the area and spoke to landowners who would welcome developing the area. He stated that they have a plan in the works for zoning. He emphasized that the plan he presented had support of every vote from the town council and every step of the game and they had multiple public meetings and in terms of having a vision for the town and diversify the tax base and with the support of the community was unanimous. He also stated that if anyone wanted to take a look at the reports and about the build out and are available on the website at [www.branchvillage.com](http://www.branchvillage.com). He stated that because of the tough economy and this isn't going to happen until the market is ready to support it and the town needs to be ready.

Mrs. Sheridan asked if Brickle would be willing to finance an engineering study of how to lay the sewer lines?

Mr. Flaherty stated that he already has all of the engineering work done for the whole property.

**Mr. DeCelles commented that right now it is bad for developing with a down economy, but it is prime time to build utilities and the town missed the boat.**

**Mr. Flaherty did share that he will be meeting with the fire department next week and doesn't know what they are planning for their property.**

**MOTION by Mr. Nordstrom, seconded by Mr. DeCelles and Mr. McGee to move up items #7 and #8 vote for Mr. Laverdiere- Grinder Pump Repair Bill Appeal and Mr. Robert Branchaud, Sewer Assessments and voted unanimously on a 5-0 aye vote.**

#### **MR. LAVERDIERE-Grinder Pump Repair Bill Appeal**

**Mr. Connolly indicated to Mr. Laverdiere that the sewer commission is not sitting as the Board of Appeals and that it is the town council's decision and that they could possibly make a recommendation if the town council wants to hear it.**

**Mr. Laverdiere of 54 Fountain Street, read the following correspondence. "On 6/6/2011, my E-One pump grinder failed on high level alarm and pump kept running. We called F.R. Mahoney & Associates for service. They came and removed the pump and gave us a loaner pump. The technician said that if there is foreign material that the warranty would not cover it. They returned the pump on 6/15/2011 saying that there was powdered soap debris and that it was**

out of warranty at a cost of \$1,024.00. We don't use powdered soap and what I saw on the pump was normal soap scum. (He informed the commission that he had taken pictures later on and indicated that it is the same type of debris that was on the pump when they took it out). This pump has been in service for only 25 months and should not have failed. It should be covered by the warranty. After countless phone calls and emails to the sewer department about my complaint, the Town of North Smithfield had a meeting with F.R. Mahoney on 7/26/2011, which resulted in the letter from Mr. Edward Quann, President of F.R. Mahoney, describing why the pump grinder failed.”

“On 8/4/2011, I received a check for \$396.31 from F.R. Mahoney & Associates, which covers the material, cost and not the labor cost. I have contacted the Town of North Smithfield to see if they would cover the labor cost of \$627.69. I received a call from Mr. Russell Carpenter (Assistant Superintendent) from the Town of North Smithfield at 1:58 P.M. on 8/15/2011. He notified me that the Town of North Smithfield would not cover the labor cost.”

“On Friday August 26, 2011, Mr. Russell Carpenter, Town of North Smithfield Superintendent inspected my E-One grinder pump, model #DH071, s/n DH342192. He noticed that this unit is part of a batch of a new design E-One Pump Grinder with a known faulty switch. I have sent an appeal to Mr. Quann at F.R. Mahoney for the labor cost. His response was that they have settled the issue on 7/28/2011 with a

payment of \$396.30 for the parts and deserve to be paid for their labor. I'm appealing the decision of the sewer department in not covering the labor cost of \$627.69 based on the fact that the E-One pump grinder had a defective switch and that the material that was found is normal everyday soap. This grinder pump should be able to handle soap or

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powdered soap, which is not a prohibited material. He stated that the Town of North Smithfield was never called and they had to pull the pump and couldn't fix it there and brought it back which added more labor costs. He indicated that he doesn't do anything different from anyone else and that the pictures were taken with Mr. Carpenter on August 26, 2011 and feels that he should not have to pay for labor costs on a warrantee item."

Mrs. Sheridan asked what was the foreign material found?

Mr. Laverdiere stated that they first said it was powdered soap like debris. He requested a report when they took the pump of what they found. The job report and the invoice that was sent to him said it was powdered soap debris. Mr. Quann's response was that even though they said powdered soap debris it was foreign material found, therefore they are not paying for it. He also indicated that the new pumps as Mr. Carpenter had admitted to him that there is a design flaw in the new pumps and switches. He received an e-mail stating

**that his serial number on his pump is known as a batch of bad switches.**

**Mr. Wilcox indicated that F.R. Mahoney's report stated it was soap powder and nothing in the warranty says that soap powder is an element of the warranty.**

**Mr. Laverdiere referred back to F.R. Mahoney's letter dated July 28th stating that "it was initially reported as soap, but well may haven been something else." It was 25 months into service, technically out of the two year warranty.**

**Mr. DeCelles commented that since it was out of warranty, why did they give Mr. Laverdiere any money back?**

**Mr. Laverdiere referred to the July 28 letter stating that "in the interest of good business relations I have authorized our service department to rebate the cost of the parts on your invoice totaling \$396.31."**

**Mr. DeCelles felt that since it was out of warranty and F.R. Mahoney gave him the parts that it was a pretty good deal.**

**Mr. Laverdiere feels that he shouldn't pay for the labor because according to the amendment to the sewer ordinance that it will be extended by three years.**

**Mr. DeCelles response was that it was a town council issue. He also informed him that there are a lot of things in the ordinance that the town council does not abide by.**

**Mr. Connolly asked if the town would appropriate the money to extend the warranty and if they are not going to extend the warranty then there isn't any further questions.**

**Mr. DeCelles stated that it wouldn't apply to this because technically it was out of warranty.**

**Mr. Laverdiere asked Mr. Wilcox that the town has already paid for one pump that has failed or have been out of warranty?**

**Mr. Wilcox stated that yes, only one.**

**Mr. Connolly stated that F.R. Mahoney stated that it doesn't matter because it isn't a warranty item.**

**Mr. Nordstrom stated it behooves him when they do the joint meeting with the town council to say that their in-action under the warranty is causing some dilemma and they need to make a decision on how to do this and that this won't be the last.**

**Mr. Connolly stated that he would have to go before the town council because they are the only ones who could grant relief beyond the**

**commission's per few.**

**Mr. Nordstrom informed Mr. Laverdiere that the commission will be having a joint meeting with the town council on September 19 and will educate the town council on the sewer use ordinance and need to talk with them on the extended warranty and made to them a recommendation back in June made the recommendation for them to give the extended warranty and they didn't take any action on it. There are a group of people right now who are in limbo because their warranty has expired. Regardless of Mr. Laverdiere's situation, they are going to look to the sewer commission to help them come up with a recommendation on the extended warranty.**

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**Mr. Connolly requested from Mr. Wilcox to e-mail a copy of the limited warranty to the commission members. He informed Mr. Laverdiere that the commission has to talk with the town council before they know what they are going to do with the extended warranty before they proceed.**

**Mr. Laverdiere asked if he should go before the town council?**

**Mr. Connolly stated that yes that he must go before the town council regarding his appeal anytime when it involves money.**

**Mr. Nordstrom informed Mr. Laverdiere to go before the town council**

after the September 19, joint meeting for his appeal.

## **MR. ROBERT BRANCHAUD-Industrial Drive Development - Sewer Assessment**

Mr. Branchaud indicated that they are in the process of building a building for a company on Industrial Drive and checked to see what the sewer was going to cost them. He was surprised to hear that the cost would be \$15,600.00 fee for connecting into a sewer that isn't there. He indicated that he had met with Mr. Robert Lowe, former Town Administrator and Mrs. Linda-Jean Briggs and discussed the Hasbro land and their theory was that by the time he would have bought the land and it he was ready to develop it, there would be sewers on Industrial Drive and there would be a pumping station next to where Homestead Gardens is and that would service Industrial Drive, as well as Pound Hill Road and some other problems they had in that area. For some reason, that never got put in. He is now in the process of spending \$120k to pump the sewer up to Industrial Drive to where it is currently about 1,200 feet away. They did go out to bid on the sewer. The bids were from Rosciti Construction Co. came in at \$169,000.00, R.T. Nunes & Sons came in at \$115,260.00 and Canesi Bros. Construction, Inc. was \$73,000.00 but that didn't include the two pumping stations. He is coming to the commission to look for relief on their assessment.

Mr. Nordstrom explained that in the sewer ordinance there is a sewer lot development fee of \$5,200.00 per equivalent dwelling unit (edu) if

someone wants to tie into the town's sewer system and they are not in a defined sewer district and explained to him how the edu's were determined.

Mr. Connolly explained that the sewer lot development fee is used when someone is tying into an existing district. It is spelled out in the ordinance, the definition, formula and how it works.

Mr. Nordstrom stated that it was set up basically so people would buy into the sewer system and the sewer lot development fee was set by the town council which was based on the sewer commission's recommendation and explained that the commission is not the Board of Appeals, the Town Council is.

Mr. Branchaud appeared to understand and will go to the town council and thanked the commission.

**MOTION** by Mr. Nordstrom, seconded by Mr. DeCelles and voted unanimously on a aye vote to return to item #6 Joint Town Council Meeting Agenda Items for September 19, 2011 normal agenda.

## **JOINT TOWN COUNCIL MEETING AGENDA ITEMS FOR SEPTEMBER 19, 2011**

All commission members had a lengthy discussion on what topics they were going to talk about, the order and the subject for the joint meeting scheduled for September 19, 2011 with the town council.

**The following agenda agreed upon by all commission members for the joint meeting is as follows.**

**Mr. Nordstrom would discuss the Sewer Use Ordinance and Sewer Assessments including Historical Overview of Past Sewer Projects. Mr. DeCelles would discuss the Facilities Plan. Mr. McGee would talk about the Sewer Department as an Enterprise Fund and its Fee Structure. Mr. Connolly discussed the final assessment for phase 1A and 1B, along with Woonsocket's Regional Plan Upgrades and Rate Study and also the Sewer Cleaning Contract. And Mrs. Sheridan would talk about the Funds for the Three-Year Extended Warranty on Grinder Pumps.**

#### **CORRESPONDENCE AND COMMUNICATIONS**

**Mr. Nordstrom felt that this article would be of some interest to members of the commission.**

**MOTION by Mr. DeCelles, seconded by Mrs. Sheridan and voted unanimously on an aye 5-0 vote to accept and place A.) Providence Journal article on Cesspools on file.**

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#### **OLD BUSINESS**

**There was no old business.**

## **NEW BUSINESS**

**There was no new business.**

## **OPEN FORUM PURSUANT TO RIGL SECTION 42-46-6 (d)**

**None**

## **ADJOURN**

**MOTION by Mr. DeCelles, seconded by Mr. McGee and voted unanimously on a 5-0 aye vote to adjourn the meeting at 9:15 pm. The meeting adjourned at 9.15 pm.**

**Respectfully Submitted,**

**Patricia A. Paul**

**Commission Secretary**