# WATER POLLUTION CONTROL AUTHORITY
## Town Of Prospect, Connecticut

## APPROVED
## SPECIAL MEETING MINUTES
## WEDNESDAY JANUARY 6, 2016

**Members Present:** Christopher Wester, Derek Brown, Carl Montagano and Louis Booth (arrived 6:05)

**Members Absent:** None

**Others Present:** Attorney John Knott

Chairman Wester called the meeting to order at 6:02 p.m.

**New Business:**

**Discuss Replacement of Telemetry for Aria and Progress Lane:** Chairman Wester states that in addition to considering replacing the telemetry the WPCA is also looking into taking over ownership of the Aria and Progress Lane meters. He states Attorney John Knott is present to discuss this and turns over the discussion to him.

Attorney Knott states that he has looked at last Intermuniciapal Sewer Agreement (IMSA) amendment. He states that in each IMSA agreement as a general rule the Town of Prospect is bound to ensure all facilities remain in working order whether or not that facility is owned buy the town. Attorney Knott continues to detail a few of the amendments made to the last IMSA agreement. Discussion followed regarding easements that were granted during the Aria construction as well as whether or not the town was included on the warranty for the meter. He states it appeared as though the facilities were intended to be owned by the Town of Prospect and when the measuring devices were installed the town was supposed to be included on the warranty. Attorney Knott continues to state with regard to Progress Lane ownership is granted when the last CO is issued. Chairman Wester states that he was aware there was a trigger point at which the town would own the Progress Lane meter but does not believe there is a similar trigger point where Aria and Pond Place would be owned by the town. The discussion continued onto the Pond Place meter. Attorney Knott states that the City of Waterbury engineers have agreed that the flow is too minuscule and cannot be accurately measured; therefore a letter needs to be written stating these issues so that there is a formal paper trail between the City of Waterbury and the Town of Prospect agreeing that the Pond Place flow meter will no longer be measured or calibrated and that all future bills for that meter will be based solely upon the water records received from the Connecticut Water Company. Attorney Knott states he will be in contact with the City of Waterbury and see that a written agreement is made. He continues to state that the focus will mainly be on the Aria meter and questions if the WPCA does in fact want to take ownership of the meter even though the IMSA agreement states the town is responsible for it. Chairman Wester states that although the WPCA has the overall oversight to ensure it is running right the problems arise when it is not running right because at that point we are fixing someone else's infrastructure and have to go through the

hassle of collecting from that owner. Discussion followed on how current repairs have been assessed. Attorney Knott states that with regards to the Aria meter the real question is whether or not the town already owns it and if the town doesn't own it a simple bill of sale from Aria to the Town of Prospect for $1.00 (one dollar) will solve the issue. Chairman Wester states that for consistency sake he feels as though the WPCA should own both of the flow meters. If one is to become property of the town then any other meters within the system should become property of the town. Vice Chairman Brown adds that he feels the City of Waterbury would most likely be more comfortable if there was a locking mechanism on these meters so that only the Town of Prospect and the City of Waterbury has access to them and agrees that if ownership can be done with a dollar deed then we should proceed in that direction.

Chairman Wester then reviewed the map of Aria and states that a manhole located at the property line on Murphy Road is on town property within a proposed utility easement to the Town of Prospect that crosses onto the state highway property implying the intent was that from that manhole everything including the meter and piping is to be within public infrastructure. Vice Chairman Brown states that we wanted ownership for future connections within that manhole which would all become our responsibility. Chairman Wester states that it appears the intent was that it becomes the towns and wants to make sure ownership has been properly documented to become Town of Prospect infrastructure. Attorney Knott requests Chairman Wester write of a definition of exactly what is intended to be owned and he will put it all into a legal document.

**Set Meeting Dates for 2016:** The proposed Regular Meeting Schedule was reviewed. Discussion followed. Chairman Wester states he feels we should keep everything scheduled as is and requests a motion to approve the proposed meeting dates for 2016.

**Motion by C. Montagano** to approve the proposed schedule of Regular Meeting Dates for 2016, **seconded by L. Booth.** Discussion followed. Attorney Knott states that the schedule needs to be filed 30 days prior to the first meeting of the year. Until then all meetings held within the 30 days need to be classified as Special Meetings. The Administrator states generally the schedule is approved and filed at the November Regular Meeting. She states she will change the schedule to indicate Januarys meeting will be a Special Meeting. Chairman Wester states following the discussion that the motion needs to be put to a vote. The vote is **Unanimous.** Motion carries.

**<u>Approve WPCA Clerk for reimbursement</u>: Motion by L. Booth** to approve reimbursement for WPCA clerk, **seconded by D. Brown, Unanimous.** Motion carries.

**<u>Adjournment</u>: Motion by C. Montagano** to adjourn the meeting at 6:53 p.m., **seconded by L. Booth, Unanimous.** Motion carries.

Respectfully Submitted,

Christopher Wester
Chairman

PROSPECT, CONN.
TOWN CLERKS OFFICE
RECEIVED FOR RECORD
2016 JAN 28 PM 1:33
Marjorie C. Andersen
TOWN CLERK