

SPECIAL BOARD MEETING
PUBLIC HEARING – SEWER PROJECT
January 22, 2013

A Regular Board meeting of the Town Board of St. Armand was held on the above date at the Town Hall, Bloomingdale, NY.

PRESENT: Town Supervisor Charles Whitson, Jr., Deputy Supervisor Samuel A. Grimone, Councilman Donald Amell, Town Clerk Davina Thurston, Sewer Superintendant Stanley Ingison

GUESTS: Sandy Hayes, Timothy Woodruff, Todd Hodgson, AES Engineering

Notice was sent to the Adirondack Daily Enterprise regarding this meeting.

Town Supervisor Charles Whitson, Jr. called the board meeting to order at 6:05 p.m.

Sandy Hayes led the Pledge of Allegiance.

RESOLUTION #13 of 2013 – SNOW AND ICE EXTENSION AGREEMENT CONTRACT

2014-2015 AGREEMENT TO EXTEND FIXED LUMP SUM MUNICIPAL SNOW AND ICE AGREEMENT CONTRACT

The following resolution was offered by Deputy Supervisor Grimone:
RESOLUTION AUTHORIZING SUPERVISOR CHARLES WHITSON, JR., TO EXECUTE AND SIGN THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION SNOW AND ICE EXTENSION AGREEMENT CONTRACT FOR THE 2014-2015 SEASON.

WHEREAS; A Resolution of the Town Board of the Town of St. Armand authorizing Supervisor Charles Whitson, Jr. to execute and sign the Snow and Ice Extension Agreement Contract for the season beginning July 1, 2014 to June 30, 2015 for the Essex County roads in the Town of St. Armand, and

WHEREAS; The Fixed Lump Sum Snow and Ice Agreement between New York State Department of Transportation (Commissioner) and St. Armand (Municipality) is hereby extended for a period of one year, expiring on June 30, 2015, and

WHEREAS; The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the Commissioner and the Municipality, which shall be effective for the remainder of the term of the Agreement, commencing July 1, 2014, unless changed by future agreement between the Commissioner and the Municipality, and

WHEREAS; all the terms and conditions of the original contract remain in effect, except as follows: The lump sum payment Agreement shall be \$11,123.51 per lane mile for 14.6 miles for a total of \$162,403.30, for the 2012-2013 season and for the remainder of the term of the Agreement commencing July 1, 2012, unless changed by future update.

This Resolution was duly seconded by Councilman Amell and adopted as follows:

Charles Whitson, Jr., Town Supervisor	AYE
Samuel Grimone, Deputy Supervisor	AYE
Donald Amell, Councilman	AYE
Earl Dakin, Councilman	EXCUSED

Dated January 22, 2013

Davina M. Thurston
St. Armand Town Clerk

RESOLUTION #14 of 2013 – Subcontract for Snow and Ice

The following resolution was offered by Deputy Supervisor Grimone:

WHEREAS: Essex County wishes to Contract the Town of St. Armand for services to New York State in connection with control of snow and ice on State highways, and

WHEREAS: St. Armand, as contractor, agrees to provide, perform and furnish to Essex County the work, labor, services, material and/ or equipment more fully described and set forth in Appendix A annexed hereto and made a part hereof, and

WHEREAS: Contractor agrees to accept and Essex County agrees to pay to Contractor, the contract price set forth in Appendix B annexed hereto and made part hereof, and

WHEREAS: The term of this agreement is from July 1, 2012 through June 30, 2017, and

WHEREAS: The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement, Insurance Requirements, Appendix C, and Essex County Standard Clauses, Appendix D, and

WHEREAS: Notices or communications are to be given or directed to either party at its address specified in the agreement, or to such other addresses as either party may from time to time designate by written notice to the other party, and

WHEREAS: This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties, and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement, and

NOW, AND THEREFORE, LET IT BE RESOLVED: That the Town of St. Armand will Contract for Essex County in connection with the control of snow and ice on State Highways, and Supervisor Whitson may sign such agreement.

This resolution was seconded by Councilman Amell and duly passed as follows:

Samuel Grimone, Deputy Supervisor	AYE
Charles Whitson, Jr., Councilman	AYE
Donald Amell, Councilman	AYE
Earl Dakin, Councilman	EXCUSED

Dated January 22, 2013

Davina M. Thurston
St. Armand Town Clerk

SEWER PLANT PROJECT

Supervisor Whitson turned the floor over to Todd Hodgson, Engineer for AES. Todd explained that this is the Public Hearing for the project for the Wastewater Treatment Plant. There is a packet of information available for the public to review, this includes the original engineering report titled “Town of St. Armand, Wastewater Collection and Treatment Plant, Performance Evaluation and Capital Improvement Plan”, dated April 19, 2010. The second report is titled “Town of St. Armand, Wastewater Collection and Treatment Plant, Performance Evaluation and Capital Improvement Plan, Addendum Number One”, dated October 12, 2012. Also available are the documents regarding SEEKER, which includes some resolutions, some archeological work that was done for the Treatment Plant location on the way to pursuing this project.

Todd stated that the problem that the Town is currently facing was a water quality violation at the Wastewater Treatment Plant for suspended solids and BOD. The State issued an order on consent on the Treatment Plant which is why we are here today. The Town agreed to fix the problems at the Treatment Plant and at the River Road Pump Station. The problem has been made public through various news articles, both on the Pump Station and on the Wastewater Treatment Plant. Where the Town is right now, is under the investigation of funding. The Town received a letter from EFC, a commitment letter, that included two million dollars in grant money toward this Treatment Plant upgrade, and the Town is pursuing additional funds. Currently, the Treatment Plant upgrade bond resolution will be for four million eight hundred five thousand six hundred seventy dollars and 90 cents. (4,805,670.90). Specifically, the problems at the Treatment Plant, the control building that is down there is inadequate in quite a few ways. It does not have

adequate lab space for conducting laboratory testing; it has limited electrical capacity, having barely enough power to the facility to power the two blowers that are down there. The building itself cannot be expanded to meet the current needs for the Plant. The head works for the facility does not have screenings, does not have grit removal, which is a problem causing plugging of the pumps at the River Road Pump Station, and wear and tear on those pumps. This has created quite a maintenance issue as well as a source of over-flows to Sumner Brook. The lagoons themselves lack adequate blower capacity to deliver the oxygen needed for the lagoon to perform treatment during early summer months, in particular, when the lagoons go through what they call a benthal release, a release of nutrients. The lagoon also has a series of tears in the liner, which has created some sink holes along its bank. This needs to be address before there is a catastrophic failure of the lagoon berm. The lagoon also exhibits mixing problems due to inadequate aeration. Through the years, the staff has tried to get this by, and recent efforts have greatly helped, but inevitably, come spring months, that mixing condition will continue to cause violations. Also, along the bank of the lagoon, the remnants of the de-watering effort of the lagoons, a few years ago, the State wants that removed. Additionally, solids handling is something the State has specifically cited as something we need to address at the facility, to assure that solids are removed from the facility by approved means and not out the effluent. Again, the River Road Pump Station facility has seen a number of plugging issues that a new head works will take care of, which the State has cited as a reason to move forward with this project. That is a summary of where the treatment plant is, and where we are as far as funding. Currently, the Town has in front of them, and has posted in the paper, the amount that they will be seeking in a bond resolution.

The floor was then opened to questions.

Sandy Hayes: You said they need a new lab building, as the power is not sufficient to provide for the existing building, they just built a new lab building that was supposed to be a lab building behind the Pump Station. Can that building suffice for the needs that you have, rather than having to build something else again?

Todd: I have not inspected that building to see if it would be sufficient....

Sandy: That was the purpose when they built it, was to be Stan's lab.

Todd: The State stepped in and said, you can't wait to address this need; it needs to be resolved now. The State also takes issue with having the water lab and the sewer lab in the same building, so they separated it out, but there is still some testing done in that location. I can look into the re-use of that structure, but the structure that is down there has many other needs than just a lab. For example, there is not an adequate water supply there. The old driven point has high iron content, and the water is not suitable for lab work or wash down. The power requirements for the new blowers and the new blowers are going to take up more space than what the current building can house. We are investigating ways to creatively overcome that, potential with solar power, a grant may be available to us, rather than extending three phase service down to that location.

Sandy: I thought we already had three phase power down there?

After discussion, it was agreed that in the past, the Board had spoken about and received estimates for installing three phase power to the Treatment Plant, but it had never been completed due to costs.

Sandy: Does the estimate include the cost for installing three phase power?

Todd: It includes the cost of developing solar power to the site, rather than running three phase power. The two million dollar grant from the State has to comply with Smart Growth and the Green Initiatives Grant Program. There has to be a certain amount of the project that is Green in nature. We chose to list solar as it would cover the cost of running the three phase down instead, if there is no money available for solar.

Sandy: In the Garage plans that we spoke about last year, I had suggested solar, and it was stated that the life span of solar panels is only ten years, and then needs complete replacement.

Todd: It depends on the system. We have done some solar panel work. A lot of the solar panels up here have not been around too long, so it is hard to say how long they would last up here. We have addressed some of those issues on prior projects by putting in many additional panels so that their taxed less than just a few panels. The design life is something that we will have to specify, the longest lasting panels that I am aware of are somewhere around 18 years, but again, it depends upon the grade of solar panel that you use.

Sandy: So have the best solar panels been figured in to this 4.8 million?

Todd: Yes. On the projects that we have done solar, it is worth it when you get grant funds that pay for the solar panels. From my experience in doing cost-benefit analysis on solar, if you have incentive, they are worthwhile to install, on a Municipal project, at least. The prevalent wages are so high on any work, that you need assistance to make it cost effective.

Sandy: Who pays for the replacement of the solar panels, if you don't get assistance the next time?

Todd: Right. That has to be taken into account in the business case study that you submit to the State. We did some cursory work on that, before we put it into the project. We did want to make sure that it wasn't going to be a burden to the Town. Along with this, we did an operations and maintenance breakdown also, so we did figure in replacement costs, not just of this, but blower replacement. Your loan is going to be roughly thirty years, so in that time period, you are going to have to replace a blower block, or two. Things like oil, chemicals, even a certain amount of labor wear is figured into the costs as well.

Sandy: How are they going to address the water problem with the faulty driven point?

Todd: Right now what we are proposing is some treatment for the water problem, but the best, and actually the first report that we put out, was extending the water line down the road and into the Treatment Plant. This probably would be the best option, except for its very expensive, some three hundred thousand dollars to get that water line down there. If there are other means, or if there are other funding options that can contribute to it, then that is actually one of the things that we are seeking now, versus treatment. Treatment is going to be an on-going expense for the Town, which the Town would be better off if it was connected to the municipal system.

Sandy: Have you looked into drilling a new well?

Todd: We have not yet, but if that is the only alternative that we are left with, then we will likely install a new well. We believe that part of the reason why there is iron there is because there was iron buried there, based on the fact that it is an old landfill site. The sand there is not the best as far as developing a production well, but it is something that we could design a screen for and at least have shallow well drawing water from the aquifer. It is a possibility; it's just not going to be a good well, a regular municipal drinking water well. But it may be better than the driven point that is there now.

Sandy: And it's a lot cheaper than extending the water line.

Todd: Agreed. It is a lot cheaper than extending the water line.

Discussion ensued regarding the depth and quality of wells at neighboring sites.

Stan stated that they have been using a hand dug well at the Treatment Facility since 1988, not the driven point. That has since stopped being used.

Sandy offered to provide Todd with information about the surrounding wells. Todd readily agreed that this information would be very helpful, especially if the water could be tested for bacteria.

Sam: Todd, could you please spend some time addressing the new co-operative with for-profit companies regarding Solar Power at the site?

Todd: One of the things that we would be looking at is a private company that will put up the solar panels on the Town property to be used on a lease basis. This would not be my first choice, but it does eliminate some problems, such as the need to replace the panels or do any maintenance on them. The problem is the profit from the solar power does not come back to the Town wholly. The Town does save money, and there are instances where that has been successful. The savings is shared between the Municipality and the company that installs and owns the solar panels. That could be another avenue that we could go, but we would first want to explore the options of the Town owning the solar panels.

Sandy: Is 2013 the construction year?

Todd: 2014 is the construction year, 2013 is the design and funding year for the project. Once the Town's package is completed, short-term financing will be available in September, so the Town can use those funds for design, legal and administrative costs for the project. Then break ground in 2014. We want to do as much leg work as we can so that we can explore other grants

for funding the project. For example, Rural Development, Office of Community Renewal, and Consolidated Funding, OSR Grants, etc.

Discussion ensued regarding the new lab, blowers, generators, maintenance, shrubbery, fencing, APA regulations, DEC regulations, district planning for future water and sewer users and funding for the project.

Todd spoke at length about the sewer collection lines and the need for them to be replaced or repaired. Once the order-on consent issues are taken care of, Todd recommends that the sewer collection lines should be addressed.

At 7:05 p.m., Councilman Grimone moved that the Meeting be adjourned, Councilman Amell seconded the motion, and all were in favor. Meeting Adjourned.

I, Davina M. Thurston, Town Clerk for the Town of St. Armand, do hereby certify that the above is a true and correct transcript of the Board meeting minutes held on the above referenced date.

Davina M. Thurston
St. Armand Town Clerk