

**Lowell-Cedar Lake Joint Management and Operations Board
Meeting of May 23, 2018
Cedar Lake Town Hall**

Call to Order

Meeting was called to order by Cedar Lake Councilman Richard Sharpe at approximately 1:00 p.m. Pledge of Allegiance followed. Those in attendance were:

Cedar Lake

Ralph Miller, Town Council
Rick Sharpe, Town Council
Neil Simstad, Nies Engineering
Tim Kubiak, Operations Director
Jill Murr, Town Administrator
Jennifer Sandberg, Deputy Clerk

Lowell

Will Farrellbegg, Town Council
Edgar Corns, Town Council
Andrew Cochrane, Shrewsberry Eng.
Jeff Sheridan, Town Manager
Kevin Gray, Superintendent

Approval of Agenda

Motion made by Ralph Miller with second by Edgar Corns to approve the agenda as submitted. All in favor by voice vote.

Approval of Minutes – March 21, 2018

Motion made by Ralph Miller to approve minutes with second by Will Farrellbegg. All in favor by voice vote.

Approval of Special Meeting Minutes – April 19, 2018

Motion made by Will Farrellbegg to approve minutes with second by Edgar Corns. All in favor by voice vote.

Lowell WWTP Superintendent's Report

Mr. Gray reported that the new trash rack and phosphorus removal system is functional.

Lowell Town Council Update

Mr. Sheridan stated a lot of projects are ongoing. Mr. Farrellbegg added there were no major updates except the new water tower is up and functioning. Mr. Sheridan added they are dealing with a lot of water line leaks.

Cedar Lake Town Council Update

Mr. Miller stated road improvement projects are underway in the High Grove and South Shore subdivisions, and the southernmost portion of Parrish Avenue will begin soon. Lincoln Plaza reconstruction is underway and should be finishing up in the next few weeks.

Old Business

1. Interceptor Evaluation – Bloodhound

Mr. Cochrane explained there are several different conditions that are justifiable for declaring a contractor in default. One of them is clear that they did not maintain progress on the project. To him, declaring them in default is a simple

thing to do. If they do declare a contractor in default the terms and conditions to follow after that are dictated by the performance bond. The terms and conditions in the performance bond supersede those in the general conditions. They did ask for them to submit a performance bond. The Town of Lowell has that on file. If they decide to declare them in default they have to notify them. After notification, they have to either agree to pay the surety, the remainder of the contract, or pay another contractor. He discussed further steps under Section 4 of the Surety. He recommends they proceed with declaring them in default. He suggested after that they have a conversation with the Surety to influence them on the best route for them. Mr. Farrellbegg asked about terminating the contract under Article 15. Mr. Cochrane stated they could terminate the contract and there is a justifiable reason for doing so. Notification would still need to be given. Mr. Farrellbegg asked if Bloodhound has pursued them for any more money or work. Mr. Cochrane stated no. They haven't done anything. In his opinion, they have always pushed them to do work they were contracted to do. They were never proactive. Mr. Sharpe asked if they have been 100% paid. It was stated no. Mr. Farrellbegg stated they have only paid approximately 33% of the contract. Mr. Cochrane stated they have only paid them for work done. Mr. Farrellbegg voiced concerns about going after them on the bond being complicated. Mr. Sharpe asked if it will slow things done. Mr. Cochrane stated he didn't know; that would be a legal question. Mr. Sharpe asked Mr. Simstad for his opinion. Mr. Simstad stated they don't have a lot of good options. He doesn't know if going after the performance bond is worth much. He recommended they declare them non-responsible based on their performance on the project. Further discussion continued on terminating the contract.

A motion to suspend Bloodhound due to non-responsibility was made by Will Farrellbegg with second by Edgar Corns. All in favor by voice vote. Mr. Sharpe asked if Mr. Cochrane would handle notification. Mr. Cochrane stated he would.

New Business

1. Phosphorus Removal Trash Rack – Bowen Engineering – Certificate of Substantial Completion

Mr. Cochrane explained that Bowen Engineering has submitted a certificate of substantial completion with two conditions listed. One is a proposal for a pond level instrument at the EQ Basin and the other is a proposal for an Actiflo Mixing Tee. This is not allowing Bowen to skip any of the steps. A brief discussion occurred on the certificate and multiple conversations began to overlap.

A motion to approve the Certificate of Substantial Completion except for items 9 and 10 was made by Will Farrellbegg with second by Ralph Miller. All in favor by voice vote.

2. UV Update

Mr. Gray stated a quote was received. They don't have to replace the entire UV system. They were able to find a manufacturer that can make a controller to fit the old system. Mr. Cochrane stated he spoke with Mr. Wright to confirm that it

would work. He believes Mr. Wright has done that but he hasn't seen a final quote yet. Mr. Gray believes the cost is around \$15,000. Mr. Farrellbegg stated he spoke with Mr. Wright and he said it would work. Mr. Simstad stated per the sewage treatment agreement they don't need to approve anything.

3. Actiflo

Mr. Gray stated the Actiflo system has a mixer that has basically rotted through. They are working with Philadelphia Mixers who are working on replacing the part. That particular part would be replaced at no cost and it would be upgraded to stainless steel. At the last progress meeting it was brought up that they could put in a piece of ductile iron without a mixer. They visited a similar plant in Greenfield that doesn't use a mixer. Their alum is injected in the ductile iron pipe and it mixes as it flows. They believe they can do something similar. A quote from Bowen Engineering for a spool piece instead of a mixer would be \$2,000 as opposed to getting the part for free. However, they would be able to get the Actiflo up and running as opposed to waiting for Philadelphia Mixers to build the part. Mr. Gray is thinking they could put the spool in out of the ductile iron and have them still make the part and they could keep it as a spare. Mr. Sheridan asked if the \$2,000 included installation. Mr. Gray stated no. He doesn't believe they'll cover installation if they put in the ductile iron. Mr. Sheridan voiced concerns over labor costs. Mr. Gray stated they received a quote from Bowen to put the part in. He believes it was \$9,000. Mr. Sheridan stated for \$10,000 he would wait. Mr. Cochrane stated the quote they received was to install the tee only and the tee was free. Mr. Sheridan continued to voice concerns. The liability is not on them. It's on the contractor or supplier. Someone else made the mistake. He doesn't want to be without the Actiflo but they are going into the time of year when they shouldn't have to use it anyway. As long as it is broke IDEM won't write them up for an overflow. He thinks they should wait and make them replace it at their cost including the installation. Mr. Sharpe asked for an estimated time for completion. Mr. Gray stated they don't know. He's having trouble getting them to return his emails. He estimates it to be months. Mr. Farrellbegg stated when they spoke to Bowen they stated they don't mind paying for the part but not the labor. Mr. Gray stated he thinks they should pay for everything. His issue is from a liability standpoint with IDEM. He doesn't know how long IDEM will be patient with them should they have another overflow. Mr. Farrellbegg stated even if they get the stainless steel part he thinks they should also have the ductile iron part as a backup. A lengthy discussion continued on liability, labor costs, and how long they could wait to replace the part. Mr. Farrellbegg asked if they are making it at this time. Mr. Gray stated per the last email their engineers are designing it. Mr. Farrellbegg voiced concerns with waiting. Mr. Cochrane suggested sending a letter to IDEM letting them know their plan of action. Mr. Sheridan agreed. Mr. Cochrane stated he would draft a letter.

4. Quote for Flow Meters and Rain Gauges

Mr. Cochrane stated he received three quotes for installation of 16 flow meters and 3 rain gauges for a period of two months with an option for a third. Ideally

they would be installed in June and come out early August. During that time period they hope to see some rain events and dry weather to figure out where the I&I is coming from in the sub bases. ADS quoted \$57,240 for the total cost for two months of monitoring services. GAI quoted \$55,920 and GRIPP quoted \$66,500. Mr. Cochrane stated a few weeks ago he made a recommendation to go with ADS for \$57,240. Within their quote they stated if they cannot provide a person to go out in the field it will be \$1,000 a day. ADS will also provide a report on the results. The data is able to be downloaded in real time. He recommended they go with ADS. He stated they should get started soon. Mr. Farrellbegg made a motion to go with ADS. Mrs. Murr stated they approved not to exceed \$75,000 at the last meeting. She stated they need to discuss the map and the three flow monitors Cedar Lake would pay half of and Lowell would pay the others. It needs to be clear for Clerk-Treasurer Walters on how it would be paid. The \$75,000 wouldn't be split 50/50. It would be 50/50 of three of the sixteen, 50/50 of the installation of the three, and 50% of the rain gauges. Mr. Farrellbegg stated there is a formula for the rest of the interceptor. Mr. Cochrane stated he sent that not knowing if they would discuss it today. Mr. Farrellbegg stated it is complicated. Mrs. Murr stated three of sixteen is just over 18%. Mr. Cochrane stated the way he calculated it, it wasn't 50% but it was higher than 18% based on the capacity allowed. Mr. Kubiak asked where they are flow testing. Mr. Cochrane answered the interceptor and the basins coming into it. Mr. Kubiak voiced concerns with lumping Lowell testing as opposed to just the three JMOB sites. It was stated no. Mr. Cochrane explained that if they put one upstream of the EQ Basin it will allow them to determine flows coming from Cedar Lake. The other on the 30 inch interceptor will allow them to compare the two and see the I&I for the line. Mr. Kubiak stated that makes sense and asked about the third. Mr. Cochrane stated it was a combination. Mr. Kubiak asked about the other meters. Mr. Cochrane stated those are just upstream of the interceptor. They are coming from Lowell's subsystem. Mr. Kubiak stated that is what they are talking about. Cedar Lake needs data for their system too. Mr. Farrellbegg stated when looking at this they are looking at Cedar Lake paying 18%. Mr. Sheridan stated it's actually more. Mrs. Murr stated nothing was ever decided. It's not in the minutes. Mr. Kubiak stated for clarity they should have a quote for JMOB only and Lowell should be separate. Mr. Cochrane stated they can divide that up based on the number. He voiced concerns with delaying. Mr. Simstad asked what numbers Mr. Cochrane was talking about. Mrs. Murr stated they are good with doing it they just need to know what Cedar Lake's cost of the total \$75,000 is. Mr. Cochrane stated the cost divided by the number of flow meters. Mr. Simstad stated the JMOB's responsibility is the wastewater plant, the EQ basins, and the interceptor line. The other 13 meters are tributary to the interceptor but they are not under the responsibility of the JMOB. They directly benefit the system for analysis for Lowell. Mr. Farrellbegg stated he understands what they're saying. The 30 inch is 100% Cedar Lake's. Mr. Simstad stated the flow in that is. But according to the way the agreement is written it is all work related to the interceptor, EQ basins, and wastewater plant. Mr. Kubiak stated they just want it clarified. Mr. Farrellbegg stated they agreed the bill wouldn't be 50/50. Multiple

conversations overlapped. A very lengthy discussion continued on whether this is capital or O&M, the language of the agreement, flow meter locations, and the cost split.

After much discussion it was decided that the project is O&M not capital. Cedar Lake would be responsible for 1/8th of the total cost except for the rain gauges. The rain gauges would be split 50/50. It was agreed to approve the quote from ADS for \$57,240 and split the cost as discussed. Mrs. Murr asked for Mr. Cochrane to send a copy of the quote with the breakdown so the Council may report it at their next meeting. Mr. Cochrane stated he would.

5. Modeling Agreement

Mr. Cochrane produced a proposal for hydraulic modeling services using the flow meter data. This would be used for the long term control plan. With this you would build a computer model that mimics what is happening in the field. He stated this is typically what is done and IDEM will want to see it. This will show changes in the interceptor and subsystem. Mr. Sheridan stated he would work on a breakdown with Mrs. Murr. They won't have any data until the next meeting. They hope to come to the next meeting with a recommendation. Mr. Cochrane stated this is an amendment to the general services agreement. Further discussion continued on a breakdown. Mr. Farrellbegg asked if they wanted a breakdown on this. Mrs. Murr stated yes because it is the data coming out of the flow monitoring. Mr. Farrellbegg stated he thought it was 50/50 because it affects them all. Mr. Cochrane stated they could create the framework for the model now. He suggests they get started so they don't get further behind with IDEM. He asked if they wanted a breakdown like with the flow meters. Mr. Farrellbegg stated it's a hydraulic model for the whole system. It affects the treatment works. Mr. Cochrane stated yes it's what's coming to the plant site. Mr. Farrellbegg stated he thinks it's 50/50 because it affects what they will be treating. Mr. Cochrane stated the model will have the inflow pumps. Mr. Simstad stated this isn't required of the long term control plan. Mr. Cochrane explained IDEM will want to see it. As an engineer representing the Town he wants to know what the likelihood of what they're proposing will work. Mr. Farrellbegg stated they have to start looking forward. Both Towns are expanding. They don't want to be in a situation where they can't treat what is flowing in. Mr. Simstad asked if this is only for the interceptor. Mr. Cochrane stated the inflow pumps and the EQ basin will be in the model. He explained there will be nodes in the manholes just upstream of the interceptor where Lowell's flow meters are. This is basically to model the interceptor and the wastewater plant. Lowell's subsystem will come after. That is something that is another phase of the long term control plan. Mr. Sheridan stated that would seem to say it's based on flow. Mr. Cochrane stated it's a hydraulic model on flow. Mr. Farrellbegg asked if Cedar Lake's problem is what is being paid for. Mr. Kubiak stated he sees it as Lowell utilizing the study and combining it with their Lowell sewer system. The map from Shrewsbury shows the other sites and he thinks the water is getting muddy between the interceptor and Lowell's lines. He stated it's a concern because they are representing Cedar Lake.

Mr. Farrellbegg stated the plant is both of theirs. Mr. Kubiak agreed. Mr. Farrellbegg stated they need to be aware of where they're at capacity wise. Mrs. Murr stated when you read the proposal it's building the model with the subsystem and the reporting. The report summarizing the modeling results and recommendations is coming off the entire report. Not just the three flow meters but all sixteen. She agreed when reading it there seems to be a gray area. A lengthy discussion continued on the proposal and the wastewater agreement between Lowell and Cedar Lake.

Mr. Simstad stated they don't always do modeling but flow analysis definitely. He doesn't think they should monitor the interceptor which they know is incredible in its capacity. He suggested they should take the three meters specifically on the interceptor and do a hydraulic analysis of those including the slopes of any limiting portions of the interceptor. A lengthy discussion continued on the long term control plan and the responsibility of JMOB versus Lowell.

Mr. Simstad asked if there are facilities or investigations that Mr. Cochrane is recommending to be done that don't directly impact the EQ basin, the interceptor, and the operation of the plant, not including tributary flow. Mr. Sheridan stated he answered that because the next step is the Lowell subsystem in the long term control plan. Mr. Cochrane stated this is one phase. This is to evaluate the interceptor. The next phase, the last phase, is to look at the Lowell subsystem. They'll be doing the same thing in different sub basins within the Lowell collection system. They will build upon and adding that to what they are doing here. Mr. Simstad stated what he thinks Mr. Kubiak is saying is that including items outside of the jurisdiction of the JMOB would appear to muddy the water. A lengthy discussion continued on the concerns of certain items being outside of the jurisdiction of JMOB, whether or not the modeling is necessary, and clarity of the agreement.

A motion to table the item until the next meeting was made by Will Farrellbegg with second by Rick Sharpe. All in favor by voice vote.

6. Public Participation for the Interceptor Rehab

Mr. Cochrane suggested they have a public meeting to discuss the interceptor rehabilitation project. Mr. Miller suggested they put this item on hold until the Town Managers are present. Mr. Cochrane voiced concerns with putting this on hold. The Town of Lowell has a schedule to follow. Mr. Cochrane asked if they could discuss some ideas. He suggested a public meeting inviting people potentially affected to learn about the project. Mr. Farrellbegg asked if they have decided what repairs are needed. Mr. Cochrane stated no. Mr. Simstad stated the contract was approved at the last meeting. Mr. Kubiak asked if they are jumping the gun with a public meeting. Mr. Simstad suggested they would have better luck with sending certified letters. Mr. Kubiak voiced concerns with holding a public meeting when much of the project and properties impacted are unknown. Mr. Cochrane stated they need to get rights of entry. He's not saying they need to

schedule a meeting now but he would like them to think about it. It was determined to have this as an agenda item for a future meeting.

Written Communication

1. WWTP Operating Expenses – Previously sent.

Public Comment

Mr. Gray stated they are still having an issue with the generator transferring during outages. They call it ghost voltage. Duane from Duane's Electric is very involved. He has an engineer that came up with an idea to put in a different phase loss monitor to monitor the situation. It may correct the problem or at the least give them more information to take to NIPSCO. The cost is \$4,200. They are having bad issues with the heating system in the headworks building. The furnaces are interior and hang from the ceiling. Because of the gases they get destroyed quickly. They talked with Parkway Mechanical to put in an outside furnace. The quote is for \$29,400. There is no hurry. Mr. Sharpe asked if this is something new. It was stated this has been an ongoing issue. Mr. Gray stated this would take the place of all the furnaces inside. It will last much longer than the ones they have now. The next issue is grit removal. They have no quotes yet. They are looking to replace the tube that the auger goes up. In order to get it off they need to cut it and weld another on. He will have more information at the next meeting. Mr. Kubiak asked if they could get two more quotes for the furnace. Mr. Gray stated he could do that.

Adjournment

The meeting was called to adjournment at approximately 3:10 p.m.

Respectfully submitted,

/s/

Jennifer N. Sandberg, Deputy Clerk
Town of Cedar Lake