

WATER POLLUTION CONTROL AUTHORITY
Town of Trumbull
CONNECTICUT

TOWN HALL
(203) 452-5048



5866 MAIN STREET
TRUMBULL, CT 06611

MINUTES
Special Informational Workshop Session
Tuesday, December 4, 2012
Town Hall Council Chambers

In Attendance:

First Selectman Timothy Herbst
John Marsilio, Director of Public Works
Frank M. Smeriglio, PE, Town Engineer
Joseph Solemene, Assistant WPCA Administrator
Karen Egri, WPCA Vice Chairman
Laura Pulie WPCA Commissioner

First Selectman Herbst opened the special informational workshop session at 4:05 p.m.

OPENING COMMENTS:

The First Selectman welcomed and thanked the residents for coming. Copies of the informational packet that is also available on the Town's website were passed out. He apologized for not being at the public hearing because he had to be at another meeting and another public hearing on that night. He explained we are having three of these smaller sessions to allow the public the opportunity to more thoroughly vet all of the issues associated with this project and ask questions. Also, a telephone Town Hall meeting is being looked into.

The session format will include a project summary, what is included in the assessments, what has been taken out of the assessments and then questions. Staff members in attendance and WPCA Vice Chairman Egri were introduced and it was noted Commissioner Pulie will be arriving soon.

First Selectman Herbst referenced information provided to residents at Public Hearings in 2002 for Projects 1 through 5 which included estimated assessments quoted at \$16,000.00 to \$18,000.00. He pointed out the estimated amounts were given with no cost escalators taken into consideration. He is aware that everyone is upset and everyone has the right to be upset with the assessments because the cost is higher than what was quoted in 2002 and the Town was not honest about the costs.

HISTORY REGARDING JOG HILL PROJECT CONTRACT 3:

- At the public hearing in 2009 residents were upset because they too were quoted figures of \$16,000.00 to \$18,000.00 and their assessments ended up being \$23,000.00 to \$26,000.00.
- The Project was originally bid at \$15,000,000 and ended at \$21,000,000.
- Escalating costs, two and a half million dollars in change orders and a three and a half million dollar sewer extension drove the cost of that project up.

FIRST SELECTMAN TIMOTHY HERBST

SUMMARY: CONTRACT 4 NORTH NICHOLS PROJECT:

The Project went out to bid in the Spring of 2009 and low bid was Mark IV Construction. A bid application of roughly \$27,000,000 was submitted. The First Selectman highlighted the bond authorization process that went before the Board of Finance and Town Council in September, 2009. The traditional formula for establishing the assessment is 75% covered by the homeowner through the assessments and 25% covered by the Town from the general fund. There are approximately 850 houses in this contract and 75% of \$27,000,000 is \$20,250,000 divided by 850 homes equals an average assessment of \$23,000.00 before change orders, oversight costs and final paving. In September 2009 the Town knew assessments were going to be at least \$23,000.00. The bond authorization went before the Board of Finance and Council and at no time did they review the bid documents, the bid specifications, the design documents or the contract documents. The bond authorization was approved and construction began about six weeks before he was elected First Selectman and about two and a half months before he took office. Because of what happened in the Jog Hill Project he wanted to cancel Contract 4 and not proceed. He noted Commissioner Pulie is a resident of Contract 3 and that is how she became involved with the WPCA.

At that point in time the new Town attorneys were directed to review the contract and to find a way to terminate it and stop the project because assessments would be \$25,000 to \$30,000. Based upon the language and the termination provisions in the contract the Town attorneys determined there were not adequate provisions that would allow termination of the contract out of convenience. There are provisions that are known as termination for convenience provisions that basically allow municipalities if they don't have the money or the resources to pull back. The contract's termination provisions basically said the only way we could terminate the contract was for cause if the contractor breached their duties under the contract. That was the only way out of the contract and if we tried to terminate the contract for any other reason the Town of Trumbull would be sued by the contractor for breach of contract and be subject to liquidated damages and a court could have ordered the project to proceed anyway. There was no way out of the contract and no way to terminate it.

At that point we had decisions to make. Do we allow the project to move forward like the last project with very little oversight, very little internal controls or do we make sure we have the proper oversight and controls in place to make sure the problems in Jog Hill did not repeat themselves in this project? John Marsilio was hired in February and one of the first things he said was we do not have adequate oversight on this project. A forensic audit of the previous project found there was not adequate oversight of the project. As a result of inadequate oversight we had two and a half million dollars of undocumented change orders which drove the cost of the project up and an independent engineering analysis identified over six hundred defects. The Town is involved in litigation and suing the contractor for \$9,000,000 to correct the defects. We did not want those same problems repeated on this project so we brought in professional oversight on the North Nichols project. This professional oversight has enabled the Town to deny change orders that were not reasonable and enforce provisions of the contract without having additional change orders.

The First Selectman commented that he has heard from residents that this project has gone on longer than they would have liked. As an example of delays by the contractor he described problems on Dogwood Lane relating to the contractor starting work there then stopping work on the road because they wanted additional money to complete the pipe installation around Dogwood Pond and the Town refusing to pay the additional money. The Town has faced the challenge of getting the project done free of defects while keeping the project as close to the bond authorization as possible.

RECAP:

- At that point, assessments would have been on average \$23,800.00 in 2009;
- There should have been another public hearing allowing residents the opportunity to be heard;

- When residents were told assessments were going to be \$16,000.00 to \$18,000.00 in 2002 they were not told about price escalators;
- When we tried to terminate this contract we could not based upon the provisions in the contract;
- We took the action we deemed necessary and appropriate to make sure that what happened on Jog Hill didn't happen on this project and everything that was installed was free of defects.

ASSESSMENTS:

COSTS BORNE BY THE TOWN AND NOT INCLUDED IN ASSESSMENTS:

- All Tighe & Bond costs have been removed from the assessments.
 - They are providing services to the entire Town, not just Contract 4 North Nichols.
- All road paving has been eliminated from assessments.
 - Paving was delayed because Tighe & Bond identified defects underground and we made the contractor go back and correct the defects before we commenced final paving.
 - The \$1,000,000 Shelton Road rehabilitation and repaving cost is a Town capital cost because the WPCA took the position from a policy stand point that everybody in Trumbull uses the roads not just the residents of North Nichols or Contract 4.
- Chimney repairs
 - Much of that cost has been carved out of the assessment.

In total approximately \$10,000,000 in costs associated with this bond authorization have been taken out and have not been assumed by the residents of North Nichols. If this was not done the average assessment in Contract 4 would have been around \$32,000.00. The average assessment on this project is \$22,500.00 and you are being assessed on half a million dollars less than what you would have been assessed on 2009. In 2009 the bond authorization was for \$27,000,000 and now you are being assessed on roughly \$26,500,000.

The First Selectman acknowledged that the assessments are high and many residents have expressed frustration over the frontage formula. He said many residents question why assessments are based on frontage instead of just dividing the total cost by the 850 homes. He explained the frontage formula has been in effect since the beginning of the sewer program in the 1970's and every project has used this formula. He does not agree with the formula but that is what is in place and if the WPCA changes the formula then residents in other projects can challenge the setting of the assessments. He discussed comparison assessment figures regarding Jog Hill and North Nichols projects. He noted this project's interest rate of 2.75 percent fixed for twenty years is the lowest interest rate of any sewer project since the inception of the sewer expansion program in Trumbull in the mid 1970's. For 175 foot frontage this project's quarterly payment is less than \$30.00 higher than Jog Hill's quarterly payment. Jog Hill = \$445.69 North Nichols = \$474.41.

QUESTIONS AND RESPONSES:

- Is the contract a fixed cost or a cost plus contract and if it is fixed cost how could everything go up so high?
Response: It is a fixed cost contract. When the contract goes out to bid the contractor puts in his bid unit prices for the various tasks so the prices that were submitted in 2010 are locked in for the duration of the project.
- Why did so many things need to be redone two or three times because that upped the cost for the residents to absorb? Why did Mark IV have to redo so many items? Response: There was punch list work the contractor had to do that caused him to go back and fix some items.
- Why was it not done right the first time? Response: Punch list items are not pay items so the contractor was not paid for those items and they are not in the assessments. There was work we had to do to part of the

sewer main and we wanted to redesign portions of the sewer main but the redesign and any cost associated with that are not included in the assessment.

- How many people reviewed the contract before it went out to bid? How could four lawyers not find a way to cancel the contract? How many people and lawyers looked at the contract before it was signed? Who signed the contract? Who authorized the fund? Any illegal maneuvers in that contract?
Response: First Selectman Herbst said he did not sign the contract and would not have signed it. It was signed by his predecessor, the previous WPCA approved it and the Town Council and the Board of Finance approved the \$27,000,000 bond authorization allowing the contract to proceed. He also said he was forced to interpret and attempt to enforce a contract that he did not sign and that the Town attorneys he appointed did not review or draft. If there was a way to have legally broken the contract without subjecting the Town to a breach of contract claim and possible liquidated damages he would have broken it.
- Why didn't it go deep enough in the ground to eliminate all the pumps?
Response: There are approximately 50 pumps on the project and to answer why they were put in verses lowering the main is basically a street by street decision as to what you can or can't lower. There is an evaluation of how deep the main can go versus being able to put in an injector pump.
- Why couldn't it have gone deeper on Lobsterback Road to eliminate the pumps on that street it would not have been hard?
Response: The plans need to be looked at to answer why it couldn't go down another three or four feet on Lobsterback Road.
- What good is a pump and what is the benefit if you have to keep and maintain the septic tank and leaching fields? Who is going to maintain the pump? How are you going to handle the two easements on his property? Response: The leaching fields would be abandoned and the injector pump gets installed into the septic tank. As far as the easements and the maintenance we would have to sit down with you to go over all your concerns.
- What happens when you lose power? Response: Losing power is a challenge for every aspect of facilities on your house. There are ways to address that with a generator but, losing power for the pump is really one of many issues for every property owner. The use of the septic tank and/or leaching fields during a power outage was explained.
- The sewer system in Town is not doing any favors to any of the owners who have injector pumps and it's like spending \$32,000 for nothing. Response: You don't have to abandon the leaching fields. Conceptually you would not have to do a septic repair which could cost \$20,000 or \$30,000. The availability to the sewer lines precludes your need to repair a septic system sometime in the future and the Health Department would force you to do an installation if you didn't have the sewer line available to you. With the leaching field remaining you have that overflow outlet which serves as the same as someone who has gravity feed into the sanitary line.
- Why couldn't you go down further? Response: With the contract we inherited we inherited the plans and the specifications.

Mr. Jayne, 43 Dogwood Lane – Comment: To go down the last two or three feet can be very difficult. They are putting in the last piece of pipe in front of his house and have been drilling for three and a half days to try to get down about four more feet. It is not always easy to say you can just drop it another two or three feet.

Selectman Herbst referred to the forensic audit of Contract 3 pertaining to the design specifications on the Jog Hill Project which are the same design specifications for North Nichols. Failure to do proper soil borings and lack of analysis for rock are examples of inadequate design specifications.

Comments: Getting a few more feet on some roads may have been cost prohibited because if only 2 people needed injector pumps it is cheaper to install the pumps than to lower the main four feet knowing there was

probably rock. Even two feet over the entire length would be costly and the design engineers look at the whole thing.

- Mr. Cebulski, 449 Booth Hill Road: Are there \$7,000,000 in change orders that are being challenged or unapproved? Response: No. Please ask your question again.
- Is there a battle going on about change orders that have been challenged. Response: Yes.
- They have not been paid? Response: They are still unapproved. There are approved change orders of almost a million dollars and then there are the unapproved change orders of a couple million dollars. Yes.
- If that is lost, what effect will it have the assessments? Supplemental assessments? Response: The First Selectman said he will not support a supplemental assessment and under no circumstances should a supplemental assessment be set. Absolutely not.
- Then if it is lost who will pay that? Response: If it is lost the Town will have to assume it.
- If you're suing and you win \$9,000,000 – who gets the money? Response: The money will inure back to the Town of Trumbull. The first priority in that suit, because it's specific to Contract 3, is to correct the defective construction in Contract 3 because there are over 600 defects. When Tighe & Bond was brought in to oversee your project 40 percent had already been started. Not only did they provide oversight on the remaining 60 percent they went back and checked that 40 percent, camera tested and made the contractor go back and make repairs in the initial 40 percent. A court of law is going to determine or settlement is going to determine the amount. Priority one is to cure all the defects and once that is done and if there is money left over the Town could make a policy consideration in conjunction with the WPCA as to how else to apportion the money.
- The project is not complete so will there be additional costs added for the work that is still on-going and how much work is left? Response: All the costs were taken into consideration before the WPCA sent out proposed assessments. We met today with Tighe & Bond on the contract and when the assessments were made there were less than 2,000 feet of pipe remaining at \$65.00 a foot so the amount of installation left is de minimus to the overall project costs. At that time there was \$13,000.00 worth of work left and as of today there is \$6,500.00 worth of work left. The way the contract was bid the installation was \$65.00 a foot and that is what they are completing now so they've been paid for this installation in the beginning of the contract. Discussion took place regarding the work delays on Dogwood Lane and the contractor wanting additional money for that area and the Town refusing to pay anything additional. The Town prevailed and took the position that this is what the bid says and this is what we will pay and that resulted in an impasse. Finally we prevailed and the contractor is honoring the bid price and if we did not do that the cost would have been higher.
- Will there be any type of relief program or senior discount available or can the yearly payments be extended? Response: We will confer with bond council regarding your legal question can you extend the repayment for an individual homeowner who might be a senior citizen beyond the twenty year life of the bond? We will find out whether that is possible because five years extended makes a difference and brings the quarterly payment down. Joe Solemene explained there used to be a program in place where if you were under the poverty line you could make your payments on your interest only and when you sold the house the assessment would remain in full. That didn't turn out to be a very popular program because you are paying perpetual interest. That was the only relief program that was available and it proved to be very unpopular.
Comment: Pennsylvania has discounts on sewer assessments for seniors.
- Mr. Sivahop, 27 Powder Mill Lane: Are you saying there will not be any defects in our area? Response: That is our intent.

- There is a sign in front of his house since February that say repair required and he wants to know if the repair has been done or not. Is that a defect in that area in front of his house at 27 Powder Mill Lane that hasn't been done yet? Response: Frank Smeriglio said on the project when we mention defects basically what we had was a punch list of items that needed to get done. Some were defects some were things that we wanted to change. I do not have the answer for you for the work in front of your house.
- If there is a problem there he doesn't want to put his sewer line in. Is he going to have a backup? Response: Once the all the punch list items are completed then those properties are released to connect. So, if there are 100 items on the list once roads are punch list free those are the streets released to the homeowners to connect.
- When will he know if there is a problem in front of his house? Response: Frank Smeriglio said he will know tomorrow morning.
- Mr. Decerbo, 28 Columbine Drive: Has 106 foot frontage and more than an acre of land on Columbine Drive. Most houses in his area are half acres lots with a little more/little less than 100 foot frontage. He is going to be charged an assessment of 150 feet even though he only has 106 feet. He is paying more than most homes in his area. He questioned the assessment formula pertaining to footage, lot size and neighborhood. Why is it more expensive to run 106 feet across the front of his property than to run 100 feet for his next door neighbor? Response: If everyone had the same size property the assessment could be divided up equally amongst everyone. When you have various sizes you have to take into consideration the frontages. This is a formula that has been in place for 40 years.
- He has the same frontage as his neighbors and just because he has an acre of land why does it cost more to run footage across properties with larger acreage than across properties with less acreage when the frontage is the same? Response: Laura Pulie stated they are looking at the overall project with large lots and smaller lots and you take an average of what the entire area is. They take the average between the minimum and the maximum and they try to make it equal for everybody. His property is 6 foot over and he has an acre lot so he is being charged the maximum. She gave an overview of the costs for running past one acre lots verses half acre lots. She explained if you have 150 foot frontages there might be 10 homes because they have an acre but if they are under an acre there might be 20 homes there so you divide that 20 into the \$1,000,000 rather than the 10 into the \$1,000,000 and you are going to pay a little bit more for an acre lot.
- Mr. Decerbo will meet with the First Selectman.
- Gail Jarvis, 46 Teeter Rock Road. She questioned the footage ranges. Response: There are thousands of feet of sewer main that were installed in easements that are not in front of residents' properties. So when you take the overall project as a whole each of the properties should be within a certain range of everyone. The range is set so that everyone is within an amount that's reasonable from everyone else. The formula is based on frontage and area.

Comment: The original assessment notice explains it well.

- If you are on less than an acre and your frontage is above from .500 to .999 acre do you still get charged for the 1.00 acre and greater? Response: No. Do you live on a half acre lot?
- You're saying I live on a lot that's an acre but, I know that it's a little less than an acre. Response: Your assessment couldn't go above 150 feet. If you had 200 or 300 feet the most you're assessed at is 150.
- Okay, that is what I wanted to know. Response: To have an acre lot in an area with mostly half acre lots is unusual. Most of the time acre lots are zoned acre lots so everyone is paying around the same amount of assessments.

- We owned this land in the area and built on it and it's got the same frontage basically as everyone else. The property goes straight back and we are not adding any greater burden to the sewer system. It's still 106 foot frontage. Response: Point well taken.
- Isn't the driver just the area size? The maximum and the minimum is the next number in how much you charge is that how they do the calculations? Is the size of your lot what drives it? That leaves a balance of what you're going to be paying for that sized lot regardless of how much length you've got? Response John Marsilio: Right, you start with the area of the lot and then there are parameters that are in place that protect you in the event you are under or over. I don't know how they came up with those parameters, I don't know when they came up with those parameters that's the way it's been done and we're stuck with that too.
- And if it's done wrong we keep doing it wrong. Is this what the answer will be? Response: No. I don't know what's right and what's wrong. I can think of an enormous number of permutations of this approach. But, all I know is that if we don't honor what has been done in the past we open up the Town to litigation from people who weren't treated the same. You will be getting into equal protection claims under the 14th Amendment equal protection under the law. You are going to have all these other people in all these other projects saying hey wait a minute you did it this way for me now you're changing it for this project. That is the problem we run into.
- Let me ask a question, are there individual situations brought before the WPCA that can be adjudicated, or no exceptions whatsoever, or am I putting you on the spot? Response: I don't know of any. I know the majority of issues that we deal with that we can adjust would be corner lots where there is one leg of the property that's one length and the other leg is another length, which length do we use? So, that's the only one, other than that the formula is the formula that has been in place.

Comment Laura Pulie: The same questions have come up in past contracts as well as the one for the total to be divided by the number of users.

- This is a different situation. Response: No it's not it's the same situation. The same issues and questions came up in the past with different contracts. But, that's what the parameters are, that's what was set and that's what the Town has used in the past. There are people standing in the background waiting to see then if something is changed they will be coming after the town.
- Ninety days to hook up, how cast in stone is that? Response: Once the system is released we give residents 90 days to connect and what we say is you need to make arrangements to connect. There are a lot of contractors who get bogged down, so the only thing we ask is that you get a contractor and you make arrangements to connect. Once you've made arrangements to connect you have fulfilled your obligation within 90 days.
- There are exceptions to that if the septic system was still good you didn't have to connect? Response: We have a policy where you can apply for an extension of time to connect and you can remain on your septic system until the house is sold. That takes a written application.
- Wayne Moore, 390 Booth Hill Road. He is on a corner lot and has 372 feet of frontage on the front side but from a flow perspective it was easier for him to hook in from the side which is only 30 feet. Why is he being charged on the 372 feet when he connected through the 30 feet on the side? Response: As far as the 375 feet, you are not being charged for 375 feet because the limit is 175. Because you are a corner lot we have to look at the length of your property on both sides of the road and we would take the shorter of the two lengths. What we can do is look to see what the other length of the other side is, but it would be subject to the minimum of 150 feet or the maximum of 175. Mr. Moore will be contacted.

The First Selectman introduced his new chief staff Elaine Wang who would be taking contact information from residents. She obtained contact information from Mr. Moore

- What will be the cost of connecting to the sewers? What does it usually cost? Response: As far as the cost for the individual lateral we can't give an estimate only because there are different lengths and debts and every property has a different scope of work.
- Can you give a range? That is something you have to take up with the contractor.
- Will the Town of Trumbull be giving us a list of the contractors that they approve of us? Response: Yes.
- Who gets those? When do you get it? Response: The WPCA will provide them to you. We don't say one is better than the other we give you a list and allow you to do your due diligence to determine what is in your best interest. The list you get will be a list of the contractors who are licensed in the Town of Trumbull who have posted a bond and have their insurance on file with the Town of Trumbull.
- Are you going to send the list or do we have to contact you? Response: It is available on the Town website and when you are released to connect you will receive a letter saying you are released to connect and incorporated in that will be a list of these contractors.
- Concerned about the grinding pumps. He heard the Town was giving him \$3,500.00 but actually he is being assessed for it, why? Response: The installation of the pump and the control is all given to you because you can't achieve gravity. There is a \$3,500.00 additional cost and that is the average cost everyone else has to run the line from the house to the street and that's what you are paying for. The pump, the installation and the control are all being provided for you as a cost of the contract.
- So, this one time fee that I pay the \$3,500.00 means I don't have to pay another contractor to hook up? Response: Right, that cost is the cost of running the pipe from your septic tank to the street and that is a cost everyone else would have as well.
- When does that expire? Response: Like everyone else we would like you to make arrangements to connect in 90 days.
- I already have the waiver for that? If you have a waiver then you have decided that you don't want to connect. Comments and discussion followed regarding problems with water in his basement, not enough gravel put in during installation and problems caused by Mark IV. He was told to contact Joe Solemene.
- Did Mark IV's original contract have a completion date when they started? Response John Marsilio: Yes they did.
- What is the finish date for their contract? Response: March 3rd this year. Last March 3rd.
- Therefore, they have breached the contract? Response: Yes.
- Are we doing anything about it? Response: We're getting them to finish the project.
- They breached the contract, correct? Response: They did not breach their contract. They're in a liquidated damages phase. They are, according to this contract we inherited, supposed to be penalized \$500.00 a day for every day since March 3rd that they have not completed the contract. It is anticipated that they will complete this project within the next 30 to 45 days. Our primary motivation is to get this contract finished. They have claims against us, we'll have claims against them. It will be negotiated out or be determined by a third party. Comments First Selectman Herbst: They've gone beyond the date and it is not a breach per say. There is a liquidated damages provision that says if you do not finish by this date certain you are charged \$500.00 a day and this will be part of the claims that go back and forth at the end.
- Do we wait until we get the notice to hook up to contact the Trumbull Monroe District to have our system inspected so we don't have to hook up? Response: We do that. When you fill out your extension of time application we send them the information. The application is on line or you can call the sewer department at 203-452-5048.

- Albert Sivahop, 27 Powder Mill Lane. Once you connect to the sewer what steps do you have to take with the septic tank on your property? Response: The septic tank has to be pumped out then it is crushed and filled in place. It is a State Statute and your contractor is required to do it.
- Is there going to be any supplemental assessment? Response First Selectman: I will not support a supplemental assessment. I don't speak for the WPCA but I think they will not either.

Comments: If the public works director and the WPCA members did not studiously go through all the costs in the bond authorization and take out those capital costs that arguably benefit the entire town instead of an average assessment of \$22,000.00 we would have been looking at an average assessment of \$32,000.00.

- If you chose to go for the quarterly payments over the 20 year period how will the interest be factored into the payment? Response: It is already in there. The First Selectman reiterated his earlier explanation referring to the interest rate and quarterly payments. When you look at the Jog Hill Assessments with a 3.8 percent interest rate and you look at the Contract 4 assessments with a 2.75 percent interest rate for maximum frontage of 175 feet the quarterly only represents a differential of less than \$30.00 a quarter.
- Will the payments stay the same? Response: Fixed. You are getting a fixed interest rate of 2.75% over 20 years.
- Are Senior citizens who live on a pension supposed to get some discount? The First Selectman highlighted the Town's tax relief program for senior citizens that is separate and apart from the assessment. He advised the resident and all seniors who are looking for some form of relief to contact the tax assessor's office regarding the updated senior tax relief program.
- Are the assessments on our houses going to affect our property evaluations? Response First Selectman: My understanding from talking to our assessor is that your assessment is based upon your home not what's in the ground in the street. So, if you are worried about the assessment going up and your taxes going up the assessment does not go up. I will reconfirm that in the morning, but I'm almost certain the assessor does not include that in your home assessments. Commissioner Pulie lives in Contract 3 and she indicated her taxes did not go up.
- Mrs. Jarvis, 6 Teeter Rock Road. What is the percentage of people in Contract 3 that hooked up and those that did not? Response: About 70% connected.
- What about Contracts 1 and 2, what was the ratio that hooked up? Response: Overall 70% have hooked up.
- Down the road what are we going to do with Bridgeport? Are they going to be taking our stuff?
First Selectman Herbst's response provided a brief history and comments.
- What happens to the values of our houses given these assessments? Response: A realtor I met recently indicated having a sanitary sewer system does enhance and improve your property values here in town.
- You're telling me I can easily get customers to say great I'm going to have \$29,000 more added on to this house if I buy your house? Response: That is something that is negotiated between the seller and the buyer. One of the reasons why they began this expansion process in the mid 1970's was because of the argument that having a sanitary sewer system enhances property values in the community.
- Does the 20 year payment belong to the house or owner and if you sell the house does the new owner assume the cost? Response: The assessment is a lien that is on the property. If you sell the property we do not require you to make payment on the sale of the property. It may end up being a negotiating item between the seller and the buyer, but the town does not require it to be paid.

- Can you still apply for the extension as of now? Response: Yes.
- If it is granted can you connect whenever you want instead of selling the house. Response: It's good until you sell.
- Do I have to use the contractors on the list? Response: You have to use a contractor who is licensed, bonded and insured and that is for your protection.

First Selectman Herbst asked if there were any more questions and could he ask a few questions?

- How many of you were at the public hearing in 2002? There was a show of hands and a resident said also in 2003.
- Is it true that you were quoted a figure of \$16,000 to \$18,000? Responses: Between \$15,000 and \$18,000 and I have the notes. The linear foot in 2002 and 2003 was \$94 a foot.
- If you knew that these assessments would be this high would you have preferred to stay on septic? Responses: We weren't for it. I knew this was going to happen.
- You went to the public hearing and you voiced your opinion? Response: Yes.

COMMENTS: The First Selectman explained what is going to happen going forward. He said he knows this is very frustrating and in a bad economy you ask yourself how am I going to make these quarterly payments. In the charter revisions that went through last year, in the future if any capital project is in excess of \$15,000,000 it must go before the voters by way of a public referendum.

- Mr. Sivahop: What really bothers me is we have not been called into any meetings telling us where we are on this project, what's happening or anything and then you just drop on us that we owe \$29,000.
Response: When you should have been called in for another public hearing was when they sought a \$27,000,000 bond authorization in September 2009 because they knew then that your assessments were going to \$23,000.00.

First Selectman Herbst reiterated his previous explanation of the bond authorizations, provisions of the contract, voting and approval of the contract. He also noted he watched the tapes and reviewed the minutes of the hearings seeking the bond authorizations and there were no discussions over anticipated assessments. He also noted with the change he advocated in the Town Charter and by requiring the public to approve these kinds of projects insures transparency and accountability. We are doing everything we can to contain costs and to put your interests first and foremost. He suggested residents read the contract and the forensic audit.

A resident commented that the problems are with the bigger picture because when there is a flood they just open the gates in Bridgeport and it just goes out into the sound and it has to be corrected and it's not going to get better it is going to get worse. Response: It is going to become a regional problem and that is one of the reasons why we are having conversations about regionalization.

First Selectman Herbst asked if there were any more questions and offered to speak individually with anyone who wants to speak with him. He thanked everyone for coming and if there are any questions, comments or concerns contact him or public works 452-5048.

Submitted by,

Joyce Augustinsky
Clerk