**Public Works Committee**

**October 2, 2018**

**Meeting Minutes**

**Members present:** Chairman Tom Strayer, Town Engineer Mark Witsman, Public Works Commissioner Ron Crider, and Patrick Bragg

**Members absent:**

**Others present:** Director of Planning and Building Ryan Crum, WWTP Superintendent Steve Gipson, Utility Supervisor Staci Starcher, Matt Whitaker of Whitaker Engineering and Chris Isom of Brand & Morelock.

1. **Approval of September 4, 2018 meeting minutes**

Mr. Crider made a motion to approve the September 4, 2018 meeting minutes as presented. 2nd by Mr. Witsman. Passed 3/0. One voting member was not in attendance at that meeting.

1. **CGS Contract Review**Ms. Galbraith and Mr. Morelock participated in this discussion by phone from the Aim conference. Mr. Strayer thanked the staff for working through the CGS contract and recent CGS revisions. Mr. Isom of Brand & Morelock explained the evolution of the contract the committee had before them.   
   * One of the big issues for discussion is a clause that CGS inserted allowing themselves to raise prices (an escalation clause) that could be interpreted as   
     “for any reason”, and that is not something that was bid out. They also deleted our termination clause. Mr. Isom stated he had received input from our staff that we probably don’t want either of those, but we certainly don’t want both. He asked how the committee wanted that clause to be treated. It was agreed that the termination clause is a deal-breaker. He then requested that Ms. Galbraith and Mr. Morelock give their overview of the contract revisions. Ms. Galbraith stated that their addition of the clause that allows them to raise their prices for any reason, and their deletion of the clause that allows the Town to terminate the contract is a red flag and if we agree to that language we have no protection at all. Mr. Morelock added that their service could deteriorate and there would be nothing we could do with them having no obligation to attempt to minimize those increases.
   * There were also concerns regarding the fees language and the providing of monthly statement fees and house counts.
   * Ms. Galbraith recalled Mr. Ross stating if residents received a toter they didn’t want CGS would come pick it up and that statement does not appear in the contract. A chargeback statement for use when there is no negligence on the customer’s part is also needed for damaged toters along with the safekeeping language. She also noted that Advance Disposal has purchased CGS since our current contract was negotiated, so we are working with a different company now.
   * At this point Mr. Isom asked for some clarification on what the agreement was regarding these discussed changes. It was stated that we need an out at the end of every year, with a 3-4-month notice, and that we need to clarify termination without cause (at end of year) and a termination with cause (at any time) for breach of contract terms.
   * Mr. Witsman added that there is no increase in the Town Hall recycling section and he believes that is what the escalation clause is for. Ms. Galbraith said it also includes transportation and increases in fuel costs. The suggestion is to delete the escalation language and in exchange add an increaser into the cost per home per month, applying the same percentage they used for recycling since it didn’t increase, and we realize that needs to increase as well. The committee agreed upon this same percentage as they used for their regular monthly rate, along with striking out the escalation phrase.

Suggested cost per home per month for four years:

$216.21 per month in year 1

$222.57 per month in year 2

$229.19 per month in year 3

$236.08 per month in year 4  
Mr. Crider noted an error on the 4 year – the $8.91 per household is wrong and they listed 268,000. It’s actually 267,300. Their bid was listed at just $8.91 per month. The total needs to be corrected. They are using 2,500 for the entire contract and it is at 2,530 right now. When the contract begins we need to provide an accurate number. It was suggested that we increase it to 2,600. Mr. Morelock suggested leaving it as is and do a house count on January 1, then build in that we will update the count twice a year, January 1 and July 1. Ms. Starcher added that CGS currently sends an e-mail every month requesting a house count update.

Mr. Morelock suggested saying $8.40 per home for up to 2500 residential customers for a total cost of $252,000 + $8.40 per each residential customer above that number, or just $8.40 per customer.

* + It was also suggested that we ask them to explain why they want plastic wrapped mattresses sealed with duct tape when it just provides more waste and they don’t ask that the sofas and chairs be wrapped.

It was agreed upon that we need a timetable of 10-15 days on the response date from CGS. Mr. Strayer will update the Town Council that the contract is under review and give them the deadline for response.

1. **Plant lift station pump replacement quote**Mr. Gibson explained the problems that occurred that required the emergent replacement of a lift station pump. Mr. Crider made a motion to recommend that the Town Council pay the attached invoice to American Pump Repair & Service, Inc. in the amount of $$6,595.00. 2nd by Mr. Witsman. Passed 4/0.

Mr. Gibson further explained that there are two other pumps that are bad and that the parts from one of them will be used to repair the other.

1. **WWTP expansion final scope study and design contract**Mr. Witsman asked Mr. Whitaker to look into what engineering costs would be and to put together a contract for the expansion and final scope study and design. Mr. Whitaker discussed the handout, explained the expansion and equipment plans and asked if there were any other thoughts. He stated the bidding would likely occur in March or April 2021. There was discussion of those dates not being soon enough. Mr. Whitaker agreed to submit a final draft of the contract before the October Town Council meeting for their review.
2. **Project updates – Engineer’s Report**Mr. Witsman reviewed and responded to questions on each item listed on the Engineer’s Report which is attached to these minutes. He stated that most of September has been filled with grant work.
3. **Pay Applications and Invoices – Ron Crider**

Nothing to review.

1. **Old Business**   
   I don’t know what this discussion was about: Mr. Strayer noted that Town Standards are not included and asked that they be attached. We will add a sheet stating that the Town Standards govern unless otherwise advised. Mr. Witsman will touch base with Ms. Lisa Lee regarding scope.
2. **New Business**  
   Street Sweeper: Mr. Crider advised the group that we have received our new street sweeper and it is now in the garage.   
     
   Town Hall Lighting: Mr. Strayer asked that the lightbulbs be replaced on the front of the building. Two new matching bulbs will be placed in those lamps.
3. **Public Comments**None
4. **Next meeting**

The next meeting is scheduled on **Tuesday, November 5, 2018, at 4:30 p.m.** and will likely meet in the conference room due to the election.

1. **Adjourn**

Motion to adjourn was made by Mr. Witsman. 2nd by Mr. Crider. Passed 4/0.