



**REGULAR MEETING OF THE**  
**GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY**  
**BOARD OF DIRECTORS**  
**WEDNESDAY, MARCH 8, 2023 6:00 P.M.**  
**260 EAST STREET**  
**NEW HAVEN, CONNECTICUT**

**AGENDA**

1. Approval of minutes of February 8, 2023 – Regular Meeting.
2. Public participation relating to agenda items.
3. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver the Lease Agreement with The Annex Young Men's Association, Incorporated relating to that certain real property located at 560 Woodward Avenue, New Haven, Connecticut.
4. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver a task order with H.W. Lochner, Inc. to complete inspection and provide repair recommendations for the Authority's Union Street pump station located in New Haven, Connecticut, for an aggregate amount not to exceed \$99,825.58.
5. Consideration and approval of a resolution approving a task order to extend the performance period of the agreement with MLM Consulting LLC to June 30, 2023 and to increase the not-to-exceed amount of said agreement by \$16,200.00, for a new not-to-exceed amount of \$51,300.00.
6. Consideration and approval of certain Departmental Budget Transfer Requests.
7. Executive summary and department updates and presentations.
8. Consideration and approval, as necessary, of any other new business of the Authority.
9. Call to the public.
10. Adjournment.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made and entered into by and between THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY, a Connecticut Regional Sewer Authority having an office and principal place of business at 260 East Street, New Haven, Connecticut 06511, hereinafter referred to as the Landlord, and THE ANNEX YOUNG MEN'S ASSOCIATION, INCORPORATED, a Connecticut corporation with a business address of 560 Woodward Avenue, New Haven, Connecticut (hereinafter described as the Tenant.

WITNESSETH:

WHEREAS, Landlord is the owner of the property at 560 Woodward Avenue, New Haven, Connecticut (the "Subject Property"); and

WHEREAS, Tenant, former owner of the Subject Property, has conducted its operations there and wishes to continue to do so after the closing; and

WHEREAS, Landlord and Tenant have defined the terms upon which such occupancy and joint use of the Subject Property may occur.

NOW, THEREFORE, in consideration of the aforesaid premises and mutual promises hereinafter contained, the parties agree as follows:

1. Lease of Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a certain area in the Structure at the Subject Property as shown on the Floor Plan attached hereto as Exhibit A (the "Leased Premises"), consisting of approximately \_\_\_\_ square feet

2. Term

(a) Subject to the terms and conditions provided herein, the term of this Lease (the "Initial Term") shall be for a period of Ten Years commencing on or about March 2, 2023 (the actual date of commencement being the date on which title to the Subject Property is transferred from Tenant as Seller to Landlord as Purchaser), and, unless terminated earlier as set forth herein, ending February 28, 2033, it being expressly understood that prior to entry to the Subject Property, Tenant shall provide Landlord with the Insurance Certificate required in Paragraph 14.B. below and that prior to [continued] occupancy of the Subject Property, Tenant shall have complied with any other pre-conditions described hereinbelow.

(b) In the event Tenant is in full compliance with the terms and conditions of this Lease Agreement and desires to renew the Lease, Tenant shall give written notice to Landlord not fewer than sixty (60) days prior to the expiration of the Initial Term or the then existing Renewal Term, as appropriate, of such interest. At all times subject to Tenant being in full compliance with the terms and conditions of this Lease, Landlord recognizes and agrees to the availability of five (5) successive renewal terms for Tenant, timely

requested, each for a ten (10) year renewal term and upon such terms and conditions as shall be required by the Landlord in its sole and absolute discretion, including, without limitation, the addition of or increase in rent as a condition to any such Renewal Term.

3. **Rent**

Commencing on January 1, 2024, and during the Initial Term, Landlord and Tenant agree that the Base Rent for the Leased Premises shall be One Thousand (\$1,000.00) Dollars per month, payable in advance on the first of each month during the Initial Term and any Renewal Terms. The Base Rent in each successive year during the Term and Renewal Term, if any, shall be the Base Rent in the immediately prior year increased as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index ("CPI") published by the Bureau of Labor Statistics in the most recent publication to the commencement date of each year. Landlord shall notify Tenant of such increases prior to January 1 of each successive year. It is understood and agreed that all rent checks will be mailed by Tenant at Landlord's address set forth herein or at such other place or to such other person as Landlord from time to time may designate in writing. In event that any payment of Base Rent is not paid to the Landlord within eight (8) days of the day that it is due, the Tenant shall in addition pay to the Landlord a late payment penalty of \$100.00 for each late payment that is due.

4. **Tenant's Obligations**

In addition to Base Rent Tenant shall be responsible to pay all expenses associated with its occupancy of the Subject Premises with the exception of the Sewer Bill for which Landlord will be responsible. All utilities at the Subject Property will be separated and the Landlord agrees to and will install a separate electrical panel prior to the Lease Commencement Date after which installation Tenant shall be responsible for any and all costs associated with wiring and improvements to the Leased Area. Landlord will provide a cold water line to the Leased Area and Tenant shall be responsible for costs associated with buildout and water usage for the Leased Area including, without limitation, Tenant's responsibility for continuing payment of the water bill. Architectural fees associated with separation of the Subject Property will be pro-rated based on the percentage of construction costs or estimate provided by the architect who shall be selected by Landlord. Any other improvements to the Leased Area shall be at the sole cost and expense of Tenant subject to prior written approval by Buyer/Landlord of such improvements..

5. **Use**

During the Initial Term and any Renewal Term, and subject to the terms of the Lease, Landlord shall have exclusive occupancy of the portion of the Building that is shaded on the attached Exhibit 1 prepared by the Engineering Department of the Greater New Haven Water Pollution Control Authority, and Tenant shall have exclusive occupancy of the unshaded portion of the Building subject to the terms of the Lease. Tenant shall use the Subject Property for the continued operation of the Annex Club (the "Use"). Tenant agrees that its use of the Leased Premises shall at all times be subject to and in accordance with the requirements of any applicable law, including, without limitation,

the requirements of the New Haven Zoning Ordinance. Tenant agrees to and shall be responsible for obtaining all necessary permits or approvals for the Use and shall deliver copies thereof (including copies of any renewals thereof) to Landlord within ten (10) days of obtaining the same.

6. **Tenant's Undertakings and Responsibilities**

During the Term and any renewal Term, Tenant agrees to and shall be responsible for maintenance and repair of the Leased Premises, for snow removal, and for keeping the Leased Premises free of garbage and debris.

7. **No Representations by Landlord**

Neither Landlord nor Landlord's agents have made any representation or promises with respect to the Subject Premises or any nature whatsoever. Landlord shall not be responsible for the Leased Premises described herein. In particularity but expressly without limitation, Landlord is and shall not be responsible for property damage, theft, personal injury or any other claim of any kind which may arise from Tenant's use and occupancy of the Leased Premises.

8. **Assignment and Subletting**

Tenant shall not be permitted to assign this Lease or sublet the Leased Premises or any part thereof, or otherwise transfer, pledge or hypothecate any part of Tenant's interest in the Leased Premises as created hereby, without the prior written consent of Landlord to be granted or withheld in the sole and absolute discretion of Landlord.

9. **No Unlawful or Improper Use**

During the Term and any renewal thereof, Tenant shall be responsible for compliance with all laws and regulations affecting the Leased Premises and/or governing Tenant's use thereof, and for compliance with all of the terms and conditions of any permit or approval obtained by Tenant with respect to Tenant's use of the Leased Premises. Tenant shall not use, occupy or permit the Leased Premises or any part thereof to be used or occupied for any unlawful or illegal business, use of purpose, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States, or of the state of Connecticut, City of New Haven or other municipal, governmental or any other lawful authority whatsoever.

10. **Signs**

Tenant shall not erect any signage at the Leased Premises without the prior written consent of Landlord. Any signage shall be designed to comply with the requirements of the New Haven Zoning Ordinance and shall be removed or replaced upon Landlord's request.

11. **Access to Leased Premises**

Landlord and Tenant agree that Tenant shall have exclusive occupancy of the Subject Property from transfer of title until July 1, 2023, subject to the right of the Landlord or Landlord's design professionals and tradesmen to access the Building during normal business hours to prepare for alterations. After July 1, 2023, Landlord shall be permitted to enter onto the Leased Premises for such purpose or purposes as Landlord may consider necessary or desirable, including, without limitation, in order to obtain verification of Tenant's compliance with Tenant's obligations herein.

12. **End of Term**

Upon expiration of the Term or any renewal Term hereof or upon other termination of this Lease, Tenant shall quit and surrender to Landlord the Leased Premises, and Tenant shall remove all of Tenant's personal property including any signage installed under Paragraph 9. Tenant agrees to and shall repair any damages caused to the Leased Premises as a result of its occupancy and use of the Leased Premises. The obligations of Tenant under this Paragraph shall survive the expiration or termination of this Lease.

13. **Quiet Enjoyment**

Landlord covenants and agrees with Tenant that upon Tenant observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Leased Premises during the Initial Term and renewal Term.

14. **Liability, Insurance and Indemnity**

A. Tenant agrees to and shall indemnify and hold Landlord harmless of and from any and all liability, claims, demands, costs, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury that may be sustained by Tenant, its agents, servants, congregants, visitors, licensees, or to any property belonging to it or them or to the Leased Premises, including, without limitation, the fence along East Street, in relation to Tenant's use and occupancy of the Leased Premises, and from and against any liability for injury, loss, claim or damage to any person or property anywhere occasioned by any act, neglect or default of Tenant or Tenant's employees, agents, licensees or contractors.

B. Prior to entry to the Leased Premises, Tenant, at Tenant's own cost and expense, shall obtain and maintain public liability insurance, naming Landlord as additional insured and loss payee, with limits of not less than Two Million (\$2,000,000.00) Dollars with respect to any one accident or incident written by a company qualified to do business in the State of Connecticut and otherwise reasonably acceptable to Landlord. A Certificate of Insurance in accordance with the provisions hereof shall be provided to Landlord prior to entry to the Leased Premises and upon renewal.

15. **Events of Default, Right to Repossess Leased Premises**

A. If Tenant shall default in the performance of any of the terms, covenants or conditions of this Lease and such default shall continue for a period of thirty (30) days after written notice, then Landlord shall have the right, at Landlord's option, to terminate this Lease as well as all the right, title and interest of Tenant hereunder, by giving Tenant ten (10) days' notice in writing of such intention. Upon expiration of the period identified in the notice, if such default is not cured prior thereto (except with respect to a default for non-payment of any rent) Tenant shall not at the time be diligently engaged in good faith in prosecuting the work necessary to eliminate the event of default or in taking the steps necessary to remedy such default, this Lease, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed by such notice were the expiration of the Term or Renewal Term and Tenant shall immediately quit and surrender the Leased Premises to Landlord and Landlord may enter into and repossess the Premises, either by force, summary proceedings or otherwise, provided that any such termination and re-entry shall be without prejudice to any other rights or remedies available to Landlord arising out of Tenant's default or use of the Leased Premises hereunder.

B. In the event Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency acct, Landlord may, at any time thereafter, terminate this Lease upon giving Tenant ten (10) days written notice of Landlord's intention to so terminate this Lease and this Lease shall expire and come to any end on the date fixed in such notice as if that date were the date originally fixed for the expiration of this Lease. Tenant agrees to comply with such termination and vacate the Leased Premises.

16. **Waiver**

The failure of the Landlord to enforce or insist upon performance of any of the covenants and conditions contained in this Lease shall not be construed as a waiver of any other covenant or condition, or as a waiver of any future right to enforce or insist upon the performance of the same covenant or condition.

17. **Notices**

Any notices required to be given hereunder shall be deemed duly given if mailed in any post office by registered or certified mail addressed to Landlord at its address provided hereinabove, Attention: Gabriel Varca, Director, Finance & Administration, GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY, and addressed to Tenant at Tenant's address provided hereinabove, or to such other address as either party may give to the other in writing.

18. **Successors**

The terms and conditions of this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant.

19. **Brokerage**

Landlord and Tenant each represent to the other that neither has retained a real estate broker, and Landlord and Tenant shall indemnify and hold the harmless with respect to any misrepresentation contained in this Paragraph 18.

20. **Notice of Lease**

It is expressly agreed and understood that neither Landlord nor Tenant shall seek to record this Lease on the New Haven Land Records but Landlord and Tenant agree that either shall have the right to record a Notice of Lease on the Land Records setting forth the date of its execution, the premises covered, the Lease Term and any other provisions required by law. Landlord and Tenant shall execute and deliver such Notice of Lease in recordable form upon request and at the sole cost of the requesting party.

21. **Terms and Headings**

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The paragraph headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any section hereof.

22. **Prior Agreements; Amendments**

This Lease contains the entire agreement between Landlord and Tenant with respect to any matter covered or mentioned herein, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by Landlord and Tenant or their respective successors in interest. Landlord and Tenant acknowledge that all prior agreements, representations and negotiations with respect to the Leased Premises are deemed superseded by the execution of this Lease to the extent they are not incorporated herein.

23. **Severability; Governing Law**

Any provision of this Lease that shall prove to be invalid or illegal shall in no way affect, impair or invalidate any other provision hereof, and all such other provisions shall remain in full force and effect. This Lease is made under and shall be construed in accordance with the laws of the State of Connecticut.

LANDLORD  
THE GREATER NEW HAVEN  
WATER POLLUTION CONTROL AUTHORITY

By: \_\_\_\_\_  
Sidney J. Holbrook

Its Executive Director  
Duly Authorized

TENANT  
THE ANNEX YOUNG MEN'S  
ASSOCIATION, INCORPORATED

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its  
Duly Authorized

STATE OF CONNECTICUT)

) ss: New Haven,  
COUNTY OF NEW HAVEN)

February \_\_\_\_, 2023

Personally appeared \_\_\_\_\_ of THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY, hereunto duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as said Director of Finance & Administration, and the free act and deed of the GNHWPCA, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)

) ss: New Haven,  
COUNTY OF NEW HAVEN)

February \_\_\_\_, 2023

Personally appeared \_\_\_\_\_ of THE ANNEX YOUNG MEN'S ASSOCIATION, INCORPORATED, a Connecticut corporation, hereunto duly authorized, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of the corporation, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:



Exhibit 1-Floor Plan of Leased Premises

DRAFT



## MEMORANDUM

DATE: February 22, 2023

TO: Sidney J. Holbrook

FROM: Thomas Sgroi, PE  
Director of Engineering

RE: Task Order Recommendation  
**H.W. Lochner, Inc. (Lochner)**  
**Structural Inspection and Repair Recommendations for Union Street**  
**Pump Station**

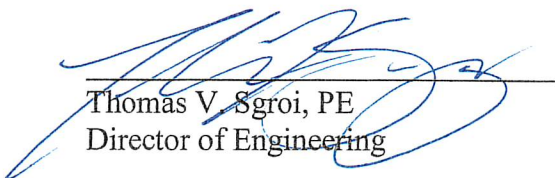
Sid:

I request that the above-mentioned recommendation be added to the March 8, 2023 Board Agenda for resolution.

This inspection is unique in that the roof structure of the Circa 1960 Union Pump Station is integral to the City of New Haven State Street North bridge structure above. The building has experienced some deterioration of structural members which need engineering evaluation and repair recommendations. Lochner will review all historical data, DOT/City Bridge inspections, and as-builts. Lochner will perform a hands-on structural inspection of the pump station building and prepare a recommendation letter report for both short term and long term repairs along with any immediate temporary safety measures as applicable. Lochner will complete this work in accordance with the proposal dated February 13, 2023.

I recommend approval of a Lochner Task Order in the amount not to exceed \$99,825.58.

The project is budgeted 100% from the Authority's Engineering Dept Operating Funds.



Thomas V. Sgroi, PE  
Director of Engineering

ccopy: Gabe Varca  
Lou Criscuolo  
Gary Zrelak  
Joe Megale

# LOCHNER

H.W. Lochner, Inc.  
55 Hartland Street  
Suite 401  
East Hartford, CT 06108  
Phone: 860-760-5840

February 13, 2023

[www.hwlochner.com](http://www.hwlochner.com)

Mr. Thomas V. Sgroi, P.E.  
Director of Engineering  
Greater New Haven Water Pollution Control Authority  
260 East Street  
New Haven, CT 06511

Subject: Task Order No. HWL13  
Scope and Fee Proposal –Inspection and Repair Recommendations for Union  
Pump Station, New Haven, CT

Dear Mr. Sgroi:

As directed and in accordance with the On-Call Engineering Services contract dated October 15, 2020, enclosed please find a complete cost proposal for the work associated with the inspection and recommendations for the Union Pump Station. The following is enclosed for your review and use.

- Complete cost proposal including direct costs
- Scope of Services (Rev. 1, 2/13/2023)

If you have any questions or require additional information, please contact the undersigned.

Very Truly Yours,  
**LOCHNER**



Harry F. Martindale, P.E.  
Associate Vice President

# **GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY**

## **TASK ORDER NO. HWL13**

### **LOCHNER SCOPE OF WORK**

#### **INSPECTION AND REPAIR RECOMMENDATIONS FOR UNION PUMP STATION**

**NEW HAVEN, CT**

**(JANUARY 23, 2023)**

**Rev. 1 February 13, 2023**

#### **Assignment Background**

GNHWPCA is the owner of the Union Pump Station located in New Haven, Connecticut. The structure is located immediately northwest of the Water Street Bridge and along the west side of the New Haven Mainline. The pump station discharge pipe crosses the railroad on a Utility Bridge at M.P. 72.50. The pump station was constructed circa 1960 with modifications made in 1968 when Bridge No. 05399, carrying State Street North was constructed on top of the Union Pump Station. Bridge No. 05399 loads and is partially founded upon the pump station structure.

GNHWPCA recognizes the importance of regular inspections and maintenance on their infrastructure for safety and reliable operations and has approached Lochner to perform a structure inspection, assessment, and preparation of two documents, a letter detailing the structural history and loading on the pump station structure, and an inspection report discussing repairs and rehabilitation measures to bring the structure to a state of good repair.

To meet the goals set by GNHWPCA, the following tasks are required.

#### **Task Summary**

Task 1: Data Collection and Review

Task 2: Initial Safety Assessment

Task 3: Union Pump Station Inspection

Task 4: Building History and Structural Loading Letter

Task 5: Recommendations Letter

## **Detailed Description of Work**

### **Task 1 – Data Collection and Review**

Lochner will collect, compile, and review available information pertinent to the assignment including but not limited to the following: Pump Station Building original construction plans; modification plans; past Bridge No. 05399 Inspection Reports; Bridge No. 05399 Load Rating; site plans; and will conduct a preliminary site visit.

### **Task 2 – Initial Safety Assessment**

Based on review of available documents and the preliminary site visit, develop an initial safety assessment memorandum. This will include a brief summary identifying items that require short term attention to provide for safe operation of the pump station building. More detailed findings will be provided after conducting a hands-on structural inspection. Lochner will produce plan sheets detailing temporary safety measures consisting of a structural shoring system capable of supporting any of the stringers along the south wall if the steel brackets were to fail, and shoring to prevent CMU or brick masonry located above the missing entry way lintel from falling.

### **Task 3 – Union Pump Station Inspection**

Lochner will perform a hands-on structural inspection of the pump station building following standard practices for same. The inspection shall be documented in report format including sketches, photographs and descriptions that describe the overall condition of the structure as well as detailed condition of individual structural elements including the columns, floor slab system, external and internal walls, roof slab system, entry ways, and visible locations where the bridge structure loads the pump station. This structural inspection is not intended to serve as an inspection of the bridge structure or a code compliance evaluation of the building which is addressed by others. Inspection within confined space zones of the Union Pump Station is not included in this inspection effort.

### **Task 4 – Building History and Structural Loading Letter**

Lochner will summarize the pump station history from the information gathered under Task 1 and Task 2. The letter will include a summary of information and observations regarding the structural configuration of building elements, a description of the structural modifications that have been made over the lifetime of the building, and a description of how these changes affect the loading on the pump station structural elements.

### **Task 5 – Recommendations Letter**

Lochner will perform a structural engineering assessment of the building that considers condition and the expected reliability of the building in serving its function. Lochner will prepare a recommendations letter and attachments identifying and prioritizing needed short term repairs and longer-term rehabilitation measures. Engineer estimates of cost for repairs and rehabilitation will be provided as a guide for capital planning purposes.

GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY  
 Inspection and Repair Recommendations for Union Pump Station  
 Task Order No. HWL13  
**ESTIMATED HOURS/COST TO PERFORM WORK**

2/13/2023

H. W. LOCHNER INC.					
	Sr. PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	JNR. ENGR./ TECHNICIAN	SUBTASK TOTAL
TASK 1 - DATA COLLECTION AND REVIEW					
1. Collect data, and review as preparation for inspection	16	8	8	0	32
2. Schedule access support for inspection (Scaffolding or Ladder rental services)	0	6	4	0	10
SUBTOTAL, TASK 1	16	14	12	0	42
TASK 2 - Initial Safety Assessment					
1. Prepare memo of initial safety assessment	4	24	8	0	36
2. Temporary Repair Details	2	24	24	24	74
SUBTOTAL, TASK 2	6	48	32	24	110
Task 3 - Union Pump Station Inspection					
1. Prepare and perform pump station inspection.	4	56	56	24	140
2. Prepare Inspection Report	4	40	48	16	108
SUBTOTAL, TASK 3	8	96	104	40	248
Task 4 - Building History and Structural Loading Letter					
1. Prepare Structural History and Loading Letter	4	24	32	8	68
SUBTOTAL, TASK 4	4	24	32	8	68
TASK 5 - RECOMMENDATIONS LETTER					
1. Develop recommendations addressing maint., rehab. and future inspection needs.	4	24	12	8	48
SUBTOTAL, TASK 5	4	24	12	8	48
TOTAL HOURS (TASKS 1 AND 5)					
	38	206	192	80	516
Hourly Rate (per Exhibit A)	\$107.79	\$78.68	\$47.44	\$38.39	N/A
Exhibit A Hourly Classification Rate Adjustment	9.86%	4.72%	10.31%	1.38%	
Total Direct Salary	\$4,499.89	\$16,973.10	\$10,047.58	\$3,113.58	\$34,634.14
B,F,O & Profit Multiplier	2.80	2.80	2.80	2.80	N/A
TOTAL COST	\$12,599.69	\$47,524.68	\$28,133.18	\$8,718.03	\$98,975.58
LOCHNER DIRECT LABOR: \$34,634.14					
BF&O @ 150.00%: \$51,951.20					
TOTAL LABOR: \$86,585.34					
PROFIT @ 12%: \$10,390.24					
DIRECT COSTS \$2,850.00					
TOTAL = \$99,825.58					

**GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY**  
**Inspection and Repair Recommendations for Union Pump Station**  
**Task Order No. HWL13**

---

2/13/2023

**SUMMARY OF EXPECTED REIMBURSABLE DIRECT COSTS**

<b>H. W. LOCHNER EXPENSE</b>	<b>ESTIMATED COST</b>
1. Mileage (field work, meetings) 500 MILES @ \$0.625	\$350.00
2. Printing/Reproduction - Reports	\$500.00
3. Ladder and Scaffolding Rental	\$2,000.00
	<hr/> \$2,850.00

**Total =           \$2,850.00**



DATE: February 22, 2023  
TO: Sidney J. Holbrook, Executive Director  
FROM: Gary Zrelak, Director of Operations  
RE: Task Order Recommendation  
**MLM Consulting LLC**  
**Wastewater Residuals Consulting Services**

---

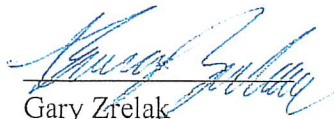
Sid:

I request that the above-mentioned recommendation be added to the March 8, 2023 Board Meeting Agenda for resolution.

This request is to provide the Authority with professional services as described in MLM Consulting Proposal dated September 28, 2022

I recommend approval to extend the agreement performance period to June 30, 2023 at the agreed upon terms of \$75/hour not to exceed 18 hours/week without prior authorization. This will add 216 hours and \$16,200.00 to the Contract amount for a total amount that shall not exceed **Fifty One Thousand Three Hundred Dollars (\$ 51,300.00)** which is at a level that is subject to Board Approval.

This project is funded 100% from the Authority's FY 2022-2023 Operating Budget.

  
Gary Zrelak  
Director of Operations

e-copy: Gabe Varca, Director of Finance & Administration  
Lou Criscuolo, Deputy Director of Finance and Administration  
Tom Sgroi, Director of Engineering  
Joseph Megale, Deputy Director of Operations



# MLM Consulting

54 Breakheart Hill Road  
West Greenwich, RI 02817

## Agreement to Perform Consulting Services to Greater New Haven Water Pollution Control Authority

Date	Services Performed By:	Services Performed For:
September 28, 2022	MLM Consulting 54 Breakheart Hill Road West Greenwich, RI 02817	Greater New Haven Water Pollution Control Authority 260 East Street New Haven, CT 06511

This Statement of Work (SOW) and Consultant Services Agreement between the Greater New Haven Water Pollution Control Authority ("Client") and MLM Consulting ("Contractor"), effective October 3, 2022 (the "Agreement") is for expert consultant services related to the management of wastewater residuals. The SOW is based upon the parties understandings and discussions at the time of entering into this Agreement.

This Agreement is entered into by and between Consultant and Client and is subject to the terms and conditions specified below. The Exhibits to this Agreement shall be deemed to be a part thereof.

The Greater New Haven Water Pollution Control Authority (GNHWPCA or "Authority") owns and operates the East Shore Water Pollution Abatement Facility (ESWPAF). The ESWPAF provides treatment in conformance with its NPDES permit issued by the CTDEEP. In performance of its obligations solids are removed from the system and must be treated and disposed of via the Solids handling System. The GNHWPCA contracts operation of its Solids Handling System to a Synagro. Synagro has operated the facility for the past 26 years following an extensive renovation in 1996. The current term of the agreement expires in 2024 although there are several options for extensions. As part of their obligations, Synagro is executing several improvement projects. However, in order to ensure that the system can run reliably and efficiently for the next 20 years some capital improvements will need to be performed. It is in the GNHWPCA's best interest to determine the extent of the improvements required and ensure that the current projects are being performed in the best manner possible. It would also be prudent at this time prior to any renewals or extensions to review operating procedures and protocols prior to developing any new agreements so that revision to the agreements can be made, if required.

## Period of Performance

The Services shall commence on October 11, 2022, and shall continue through April 9, 2023.



# Engagement Resources

*Michael Madger*

Consultant with over 30 years of hands-on experience and management experience with Solids Handling Facilities  
Class II Wastewater Operator in the State of Rhode Island.

## Scope of Work

Consultant shall provide the Services and Deliverables as follows:

1. **Perform condition assessment on all equipment, controls, instrumentation**
  - a. Identify major or minor repairs needs
  - b. Asset condition Assessment including remaining asset life . the GNHWPCA will provide the desired template
2. **Prepare 20 year Capital Plan**
  - a. Work with Authority staff to prepare preliminary plan and preliminary cost estimate to extend reliable operation of all Solids Handling Assets to 2042
  - b. Work with Authority staff to prepare preliminary plan and cost estimate for any improvement that will provide more efficiency and better operations.
3. **Act as Owner's representative on on-going Capital projects**
  - a. Ensure work is being performed per the best interests of the Authority
  - b. Provide updates as to progress and schedule of work
  - c. Assist Synagro in resolving any issues that may arise
4. **Assist Synagro in revising O&M manual to include all processes**
  - a. Ensure all SOPs are accurate
5. **Assist Synagro in revising Outside Sludge Acceptance protocol**
  - a. Revise protocol to reflect requirements in MACT regulations
6. **Meetings Support**
  - a. Participate in any meetings to support solids handlings Plans and future subcontractor agreements
7. **Prepare Monthly Reports and Invoices which include:**
  - a. Total hours billed
  - b. Hours worked on each task
  - c. Monthly progress
  - d. Plans for the next period
8. **Other tasks as assigned**

# Deliverable Materials

Deliverable requirements will be as directed by the Client based on the task defined in the SOW. There are no formal deliverables or work products defined in association with several of these tasks.

1. Condition Assessment
2. Draft 20 year Capital Plan
3. Monthly reports

# Contractor Responsibilities

MLM Consulting will be responsible for all services provided to Client and shall be on-site of the Client's offices and facilities when providing the services, unless otherwise authorized. The services will be provided on a time and material basis as requested by Client pursuant to the terms and conditions of the Agreement.

**Indemnity:** Contractor agrees to fully indemnify, defend and hold harmless the Client, its officials, officers, directors, employees, agents, and customers from and against any and all claims, losses, liabilities, damages, demands, expenses, penalties, or costs (including reasonable attorneys' fees) arising out of or resulting from Contractor's performance or failure to perform under this Agreement or breach of these terms and conditions.

**Licenses and Insurance:** Contractor agrees to secure and maintain all licenses necessary or appropriate for Contractor's full performance under this Agreement and to purchase and maintain in full force and effect, at its own cost and expense, insurance coverage in the amounts and of the types set forth below:

Insurance	Minimum Limits of Liability
Comprehensive General Liability (Including Products Liability)	\$2,000,000 general aggregate \$1,000,000 per occurrence
Personal and Adv Injury	\$1,000,000 per occurrence

Contractor shall be solely responsible for the full amount of any deductible with respect to all insurance policies maintained by Contractor.

**Compliance With Laws:** Contractor warrants and represents that the furnishing of goods and/or performance of services pursuant to this Agreement shall be in accordance with the applicable standards, provisions and requirements of all federal, state or local laws, rules, regulations, executive orders or other ordinances.

## Client Responsibilities

*Client will provide a dedicated office desk and standard office materials for use by Consultant for the conduct of the services. Client will meet with Consultant periodically to review the scope of services, expectations and requested deliverables.*

## Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed 35,100 unless otherwise agreed to by both parties.

This figure is based on 468 hours of professional services. Consultant will provide services based on the following rate structure. Upon commencement of performance period, the Client and Consultant shall mutually agree on the hours to be worked each month.

Item Description	Hourly Rate	Number of Hours
Consulting Services	\$75	18 per week

Upon completion of this Performance Period, Consultant and Client will have the option to renew this agreement for an additional then started number of hours at the then current hourly rate for those services identified.

Bill To Address	Client Project Manager	Client Cost Center
260 East Street, New Haven, CT 06511	Joseph Megale	Operations

## Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&E expenses. Standard Consultant invoicing is assumed to be acceptable. Invoices are due upon receipt. Consultant services to be performed on site.

Travel expenses are not reimbursable unless the Consultant is requested by the GNIHWPCA to travel outside the GNIHWPCA service area. All expenses must be pre-approved by the Authority's Director of Finance.

Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Consultant shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for pre-authorized expenses, unless otherwise agreed to by the parties.

# Completion Criteria

Consultant shall have fulfilled its obligations when any one of the following occurs:

- Consultant accomplishes the Consulting activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections.
- Consultant and/or Client has the right to cancel services or deliverables not yet provided with 10 business days advance written notice to the other party.


IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Greater New Haven Water  
Pollution Control Authority

Company Name

By:

Name:


  
Sidney J. Holbrook

Title:

Executive Director

By:

Name:

  
Mike Madden

Title:

Principal





**Greater New Haven Water Pollution Control Authority**

260 East Street New Haven, CT 06511  
203.466.5280 p 203.772.1564 f www.gnhwpca.com

**To:** Director of Finance and Administration

**From:** Gary Zrelak, Director of Operations

**Date:** 02/23/23

**Re:** Operations / Engineering - Operating Fund Transfer Request

Transfer Amount	Transfer From	Transfer To
\$51,000	01.1300.000.5010	01.1300.000.5685
	Engineering - Wages	Eng, Survey & Arch Fees
\$35,000	01.1410.000.5010	
	Plant - Wages	
\$86,000	Total	

**Explanation:** Funds are needed to do an engineering assessment of the State & Union pump station structural condition. Roof of pump station is showing corrosion to the support structure.

**Department Signature:**

**Approved by:**

\_\_\_\_\_  
**Director of Finance and Administration**

**Approved by:**

\_\_\_\_\_  
**Executive Director**

**Board Approval:**

\_\_\_\_\_  
**Date of Meeting**

**Notes:**

All departmental budget transfers to and from Regular Wage (5010), Temporary & Part Time Wage (5011), and Overtime Wage (5015) Accounts shall be submitted to the Executive Director for review and approval.

All fund transfers between departmental budgets and cost centers less than \$10,000 shall be submitted by the Director of Finance and Administration to the Executive Director for review and approval.

All fund transfers between departmental budgets and cost centers equal to and greater than \$10,000 shall be approved by the Board of Directors.



# Greater New Haven Water Pollution Control Authority

345 East Shore Parkway New Haven, CT 06512 203 466 5281 p 203 466 5286 f www.gnhwpca.com

To: Director of Finance and Administration

From: Capital

Date:

Re: Departmental Budget Transfer Request

Transfer Amount	Transfer From	Transfer To
\$850,000	02.0000.020.7598	02.0000.022.7628
	Pump Station VFD's	Annex Purchase & Improvements
\$850,000	Total	

Explanation: for the purchase and renovations to Annex club property - Woodward Ave New Haven

Department Signature:

Approved by:

Approved by:

Board Approval:

Director of Finance and Administration

Executive Director

Date of Meeting

Notes:

All departmental budget transfers to and from Regular Wage (5010), Temporary & Part Time Wage (5011), and Overtime Wage (5015) Accounts shall be submitted to the Executive Director for review and approval

All fund transfers between departmental budgets and cost centers less than \$10,000 shall be submitted by the Director of Finance and Administration to the Executive Director for review and approval.

All fund transfers between departmental budgets and cost centers equal to and greater than \$10,000 shall be approved by the Board of Directors