

METROPOLITAN DISTRICT COMMISSION  
SPECIAL MEETING  
WATER BUREAU  
WEDNESDAY, JANUARY 15, 2020  
3:00 P.M.

<u>Location</u>	<u>Commissioners</u>	
Board Room	Adil	Mandyck
District Headquarters	Buell	LeBeau
555 Main Street, Hartford	Camilliere	Pane
	DiBella (Ex-Officio)	Salemi
	Gardow	Sweezy
	Hall	Taylor
	Holloway	<u>Special Representative</u>
	Ionno	Carrier

Quorum: 7

1. CALL TO ORDER
2. ELECTION OF CHAIRPERSON
3. ELECTION OF VICE-CHAIRPERSON
4. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
5. APPROVAL OF MEETING MINUTES OF NOVEMBER 18, 2019
6. CONSIDERATION AND POTENTIAL ACTION RE: TRAIL CONSERVATION LICENSE AGREEMENT AT RESERVOIR 6
7. CONSIDERATION AND POTENTIAL ACTION RE: REVISED 2020 NON-MEMBER TOWN CAPITAL IMPROVEMENT SURCHARGE
8. CONSIDERATION AND POTENTIAL ACTION RE: ECONOMIC DEVELOPMENT RATE
9. CONSIDERATION AND POTENTIAL ACTION RE: WATER SERVICE INSTALLATION CHARGE FOR KIMBERLY LANE/DAYTON ROAD AND RAYMOND ROAD PROJECTS IN GLASTONBURY
10. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
11. COMMISSIONER COMMENTS AND QUESTIONS
12. ADJOURNMENT

## **TRAIL CONSERVATION LICENSE AGREEMENT PROPOSED TRAIL – RESERVOIR 6, BLOOMFIELD**

To: Water Bureau for consideration on January 15, 2019

In April 2018, the Connecticut Forest and Parks Association (“CFPA”), a Connecticut non-profit conservation organization dedicated to connecting people to land in order to protect, among other things, walking trails in Connecticut, approached the Metropolitan District to initiate discussions regarding CFPA’s desire to enter into an agreement pursuant to which a walking trail would be developed from Auerfarm Scenic Reserve to the 4-H Education Center located off of Simsbury Road in Bloomfield to Reservoir No. 6 in Bloomfield. Such an agreement is not unique between the CFPA and the Metropolitan District since, in 1978, the CFPA and the Metropolitan District entered into a similar agreement whereby the CFPA developed a three-mile walking trail across Metropolitan District-owned land located on the west side of Nepaug Reservoir in Burlington and New Hartford, Connecticut. If developed, the proposed walking trail to be developed in Bloomfield will start at an access point that is currently marked by a Metropolitan District utility gate, traverse across Metropolitan District property and connect with the existing “Red Loop Trail” on Reservoir 6. The Town of Bloomfield has expressed to the Metropolitan District its strong support for the development of this walking trail.

After several months of discussions and negotiations, the CFPA has agreed to certain conditions that will mitigate the District’s concerns regarding protecting the public as well as protecting the District’s interests and assets. In particular, the CFPA has agreed to the following conditions, among others:

1. The CFPA shall assume sole and complete responsibility, fiscal and otherwise, for clearing, constructing and maintaining a footpath, such activities to be subject to the prior review and approval of District inspectors.
2. The term of the agreement is ten (10) years subject to extension; however, the District reserves the right to suspend, terminate and/or revoke any and all rights that may be granted under the proposed agreement in the District’s sole and absolute discretion.
3. The existing gate, which will serve as the proposed access point from the 4-H Center, will be replaced by the CFPA at its expense and shall include a latch and locking mechanism which shall be controlled by the District.
4. Users of the walking trail shall not be charged any fee so as to ensure that the recreational immunity currently enjoyed by the District under State statute is preserved. Nevertheless, the CFPA will indemnify and hold the District harmless from any liability, and furthermore, the CFPA will be required to provide to the District evidence of specified insurance coverage that will provide additional protection to the District as the District, as well as its member towns, will be named as additional insureds.

5. The District reserves the right to restrict and/or suspend access to its property through this access point for any reason.
6. The District will retain the right to direct that the walking trail be relocated in the event that the District believes that such relocation is in the best interests of the District or the members of the public who may utilize such trail.

Staff has reviewed the proposed agreement and has determined that there will be no negative impact on District property.

It is RECOMMENDED that it be:

**VOTED:** That the Water Bureau recommends to the District Board passage of the following resolution:

**RESOLVED:** That the Water Bureau of The Metropolitan District hereby recommends to the Board of Commissioners of The Metropolitan District the approval of a Trail Conservation License Agreement between The Metropolitan District and the Connecticut Forest and Parks Association ("CFPA") pursuant to which the CFPA will clear, construct and maintain a walking trail across certain property owned by the District located in Bloomfield, Connecticut; and

**FURTHER RESOLVED:**

That the Metropolitan District execute and deliver to the CFPA the Trail Conservation License Agreement in the form attached hereto; and

**FURTHER RESOLVED:**

That Scott Jellison, as Chief Executive Officer of the Metropolitan District, is authorized and directed to execute and deliver the Trail Conservation License Agreement on behalf of the Metropolitan District and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the Trail Conservation License Agreement.

Respectfully submitted,



Scott S. Jellison  
Chief Executive Officer

## TRAIL CONSERVATION LICENSE AGREEMENT

THIS TRAIL CONSERVATION LICENSE AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 by and between THE METROPOLITAN DISTRICT, a specially chartered municipal corporation, having its territorial limits within the County of Hartford in the State of Connecticut (hereinafter, the “Licensor” or the “MDC”) and the CONNECTICUT FOREST & PARK ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Connecticut and having an office at 16 Meriden Road, Rockfall, Connecticut 06481 (hereinafter, the “Licensee”).

WHEREAS, the Licensor is the owner in fee simple of watershed property which is located in, among other towns, the Town of Bloomfield, Connecticut adjacent to Reservoir No. 6 (the “Property”);

WHEREAS, the Licensee desires to construct, maintain and monitor a new pedestrian walking trail or footpath over a certain portion of the Property, and the Licensor is willing to permit such activity and use upon the terms and conditions as set forth within this Agreement;

NOW, THEREFORE, at the request of the Licensee and without any consideration therefore, the Licensor hereby grants to the Licensee, a revocable license to clear, construct, and maintain, for the use of the general public without any charge, rent, fee, or other commercial service, for recreational purposes, a footpath extending for a distance of approximately 1,584 feet across watershed land owned by the Licensor located on the north side of the water treatment facility located at Reservoir No. 6 in the Town of Bloomfield, Connecticut, County of Hartford and as more specifically described on Exhibit A attached hereto and made a part hereof, all upon and subject to the terms, provisions, and conditions hereinafter set forth.

1. Said footpath shall be located solely over a portion of the Property, as shown by a trail line marked on a map which is attached hereto as Exhibit A (hereinafter referred to as the “Footpath”).
2. Unless sooner revoked or terminated as provided herein, the license hereby granted shall continue for a period of ten (10) years from and after the date hereof. Such term may be extended by mutual written agreement of the parties as provided herein. The Licensee acknowledges that the Licensor’s primary responsibility is to preserve and protect its reservoirs, watershed property and facilities for the health, safety and welfare of the general public; accordingly, notwithstanding anything to the contrary herein, the Licensor reserves the right to suspend, terminate and/or revoke any and all rights granted hereunder for any reason whatsoever, such rights to be exercised in the sole and absolute discretion of the Licensor. In the event that Licensor exercises such right to suspend, revoke and/or terminate, notice shall be provided in accordance with Paragraph 22 hereof.
3. The parties agree and acknowledge that the Licensee shall have the sole responsibility to clear and construct the Footpath contemplated herein, subject to the review and inspection of the Licensor and/or its agents. This includes, but is not limited to, the Licensee providing

the necessary labor, tools, equipment and materials necessary to commence and complete the construction of the Footpath. All work associated with the construction of the Footpath shall conform strictly with the plans and specifications prepared by the Licensee and reviewed and approved by the Licensor, in its sole and absolute discretion, prior to the commencement of any construction or clearing activities. The clearing and construction activities contemplated hereunder should be performed in such a manner to avoid and/or mitigate any negative environmental impact.

4. Any work contemplated hereunder, including maintenance of the Footpath post-construction, shall be performed by the Licensee at its sole expense, and the Licensor shall have no responsibility, fiscal or otherwise, in connection with effecting the clearing, construction or maintenance of the Footpath. Notwithstanding the above, the Licensor reserves the right to perform any such work or modify such work performed by the Licensee related to the Footpath if the Licensor determines, in its sole and absolute discretion, it to be in its best interests or otherwise necessary to protect its property, reservoirs, facilities, pipelines or the health, safety and welfare of the general public. In such event, Licensee shall reimburse the Licensor for any and all reasonable costs associated with such work.
5. Proper maintenance of the Footpath and the area immediately adjacent to the Footpath includes, but is not limited to, keeping the Footpath in a neat and clean condition, tree and branch removal when needed, brush removal, repair of trail erosion resulting from pedestrian use or storms, removal and clean-up of rubbish, trash or other litter and/or graffiti, repairs of damage resulting from vandalism and the replacement of worn, damaged or missing signage. Notwithstanding the broad definition of the term "maintenance," the term shall not include the removal of or clearing of snow.
6. The Licensor shall maintain the Footpath in accordance with the Department of Public Health's Recreational Activity Permit DWS Project 2019-61, Permit No. REC2019-01, as it may be amended or renewed, which is attached hereto as Exhibit B and made a part hereof.
7. The Licensor acknowledges that the property on which the Footpath is to be constructed and the property surrounding such Footpath is watershed property and is subject to a Recreational Activity permit issued by the State of Connecticut Department of Public Health. In addition, it is possible that the clearing and construction activity contemplated hereunder may require the issuance of local permits (i.e., wetlands) from the local authorities. The Licensee shall have sole responsibility for applying for and obtaining such permits, and the Licensor agrees to cooperate with the Licensee in its efforts.
8. The parties acknowledge that, currently, there is a chain-link gate located at the entrance to the Footpath contemplated by this Agreement. The parties agree that this gate will be replaced and that the expense associated with the replacement of this gate will be the sole responsibility of the Licensee. In addition, the replacement gate shall meet all specifications which are defined by the Licensor, which shall include, but not be limited to, a latch and locking mechanism which shall allow the Licensor to lock the access point

at any time it deems it to be in its best interests or the best interests of the public. Prior to the installation of the replacement gate, the Licensee shall receive the approval of the Licensor of any plans or schematics prepared by Licensee's fence contractor.

9. The license hereby granted shall include the right to allow users (non-vehicular, including bicycles), access to Reservoir No. 6 from the property located adjacent to the Licensor's property, but in no event shall the license hereby granted include any vehicle of any kind nor shall it include any privilege of camping or picnicking, or the cutting of trees, shrubs, brush, or any other vegetation, except that which may be reasonably necessary to construct or maintain said Footpath.
10. There is expressly reserved to the Licensor the right to conduct any activities that are incident to the operations of the Licensor in the vicinity of or on the Footpath and there is expressly reserved to the Licensor the right to grant permission to others to use said Footpath for any purpose whatsoever, expressly including for the purpose of driving any motor operated vehicle along and across the same.
11. It is understood and agreed by the parties that the Licensor reserves the right to request of Licensee that said Footpath shall be relocated to divert users from areas, where hazards, if any, may exist or from areas where the Licensor may deem it to be in the best interests that foot-travelers should not be permitted to go.
12. The Licensee agrees that, at all times while this license may be in force and effect, the Licensee will make the rights hereby granted to the Licensee available to the public without charge, rent, fee or other commercial service for recreational purposes.
13. The Licensee agrees that the license hereby granted shall be used in a manner such that the responsibility or liability of the Licensor for any injury to person or property caused by any act or omission of the Licensor shall be limited in accordance with the provisions of Connecticut General Statutes §52-557f *et seq.*, and it is mutually agreed that if said statutes and protections are repealed or amended in any way so as to increase such responsibility or liability on the part of the Licensor, this license shall terminate as of the effective date of such repeal or amendment and the Licensor shall forthwith execute and deliver a suitable instrument evidencing the fact that this license has so terminated.
14. Licensee agrees that it will promptly take any and all necessary steps to guard against any dangerous condition, use, structure or activity on said Footpath or in the vicinity thereof and to warn users and prospective users of said Footpath against the same.
15. The Licensee, at its discretion, may make the existence of the Footpath known to recreational users by means of trail blazes and small signs as it may deem to be in keeping with the purpose of this Agreement. All maps and materials about the Footpath shall be provided to the Licensor for review and comment at least twenty-one (21) days prior to publication.

16. The Licensor and the Licensee each agree that they will cooperate with each other and with public law enforcement agencies, including the Licensor's police force, to restrict the use of said Footpath to the uses and purposes provided herein. In addition, the Licensee acknowledges that the Licensor's facilities are available for recreational use between sunrise and sunset, and the Licensee shall post notices and signs at the fence gate of these times of use.
17. It is further understood and agreed that the license hereby granted may not be assigned or transferred by the Licensee and shall terminate immediately in the event of any such transfer or assignment.
18. Licensee covenants and agrees to indemnify, protect and save harmless the Licensor, and its officers, employees, successors and assigns, from and against any and all losses, damages, detriment, suits, claims, costs, and expenses which Licensor, or its officers, employees, successors or assigns may directly or indirectly suffer, sustain, be liable for or subject to, or for which they may be held liable, growing out of or on account of or incident to the use or enjoyment of the license hereby granted or in any way arising out of or connected with such use or enjoyment as well as the clearing, construction or maintenance of the Footpath.
19. The Licensee shall comply with the following insurance requirements and maintain the following insurance limits during the Term of this Agreement:
  - a. The Licensee shall not commence work under this Agreement and shall not allow use of the Footpath until all insurance required under this section has been obtained by the Licensee and such insurance has been approved by the Licensor. The Licensee's insurance shall be provided by insurers satisfactory to the Licensor and authorized to do business in the State of Connecticut.
  - b. The Licensee shall purchase and maintain insurance coverages set forth below which shall protect the Licensor from claims which may arise out of or result from the Licensee's obligations under this Agreement, whether the obligations are those of the Licensee or any of its subcontractors or by any person or entity for whose acts said Licensee may be liable.
  - c. The Licensee's General and Automobile Insurance policies shall be endorsed to add the Licensor and its member towns as additional insureds as required herein. The insurance afforded the Licensor and its member towns shall be primary insurance and non-contributory. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages. If any insurance required herein is to be issued or renewed on a claims-made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement.

- d. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the tasks and services are to be performed by the Licensee:
    - i. Commercial General Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate
    - ii. Automobile Liability - \$1,000,000 per Accident, Combined Single Limit
    - iii. Workers Compensation – Statutory Limits within the State of Connecticut.
  - e. Failure to Maintain Insurance: In the event the Licensee fails to maintain the minimum required coverage as set forth herein, the Licensor may, at its option, purchase the same and offset the Licensee invoices for the cost of said insurance.
  - f. Cancellation and Certificates of Insurance: Prior to the execution of this Agreement by the Licensor, the Licensee shall deliver to the Licensor the required certificate(s) of insurance verifying compliance with the above-required coverage, including the designation of the Licensor and its member towns as additional insureds with respect to the project’s Commercial General Liability and Automobile Liability as follows: “The Metropolitan District and its member towns are listed as additional insureds for General Liability and Automobile Liability.” Said certificates shall contain a provision that, in the event of cancellation or reduction of the coverage afforded under the policies for any reason, notice of such cancellation or reduction shall be mailed to the MDC at 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800 no more than ten (10) calendar days following the effective date of such cancellation and/or reduction. In addition, the Licensee shall have the obligation to provide written notice of such cancellation or reduction to the Licensor at the address provided above immediately upon Licensee’s receipt of notice of such cancellation or reduction.
  - g. Upon request, the Licensee shall deliver to the Licensor a copy of the Licensee’s insurance policies and endorsements and riders.
20. Licensee agrees that it shall not have any interest or estate in the property of the Licensor by virtue hereof and that the Licensee shall not have or claim by any lapse of time by virtue hereof, or otherwise, any right or title adverse to the Licensor.
21. The Licensee acknowledges that there are instances where environmental conditions and circumstances warrant that public access to its facilities and properties, including, but not limited to, the property on which the Footpath will be located, temporarily be restricted or suspended, such decisions made by the Licensor in its sole and absolute discretion. The Licensee agrees that if the Licensor exercises such discretion, it shall similarly restrict or suspend access from the Licensee’s property to the Footpath that is contemplated herein.



22. It is understood and agreed, notwithstanding anything to the contrary contained herein, that either party hereto shall have the right to terminate the license granted herein by providing written notice to the other party of such termination at least sixty (60) days in advance of the proposed effective date of the termination. Such notice shall be given via United Postal Service, via first class, postage prepaid mail, return receipt requested, or by overnight delivery addressed to the party to which such notice is to be given. If such notice is to be given to the Licensor, it shall be addressed to the District Clerk, The Metropolitan District, 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800, and if to the Licensee, it shall be addressed to it at its address as first set forth above. Such notice shall not be required of the Licensor in the event Licensor determines that, in its sole discretion, circumstances exist which compel the Licensor to terminate the license granted herein without any notice to Licensee. In such event, the Licensor shall take reasonable measures to notify the Licensee of such termination within five (5) business days thereafter.

23. This Agreement may be subject to the review and approval of the Licensor's Board of Commissioners and/or committees thereof. In the event that such approval(s) is necessary, this Agreement shall not become effective unless and until such approval is obtained.

IN WITNESS WHEREOF, on the day and date first written above, the Licensor and the Licensee have caused this instrument to be signed, sealed and delivered on its respective behalf, each party acting by of its officers, hereunto duly authorized and empowered.

CONNECTICUT FOREST & PARK  
ASSOCIATION, INC.

Witnesses:

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

By: \_\_\_\_\_  
Name: Eric Hammerling  
Title: Executive Director  
Duly Authorized

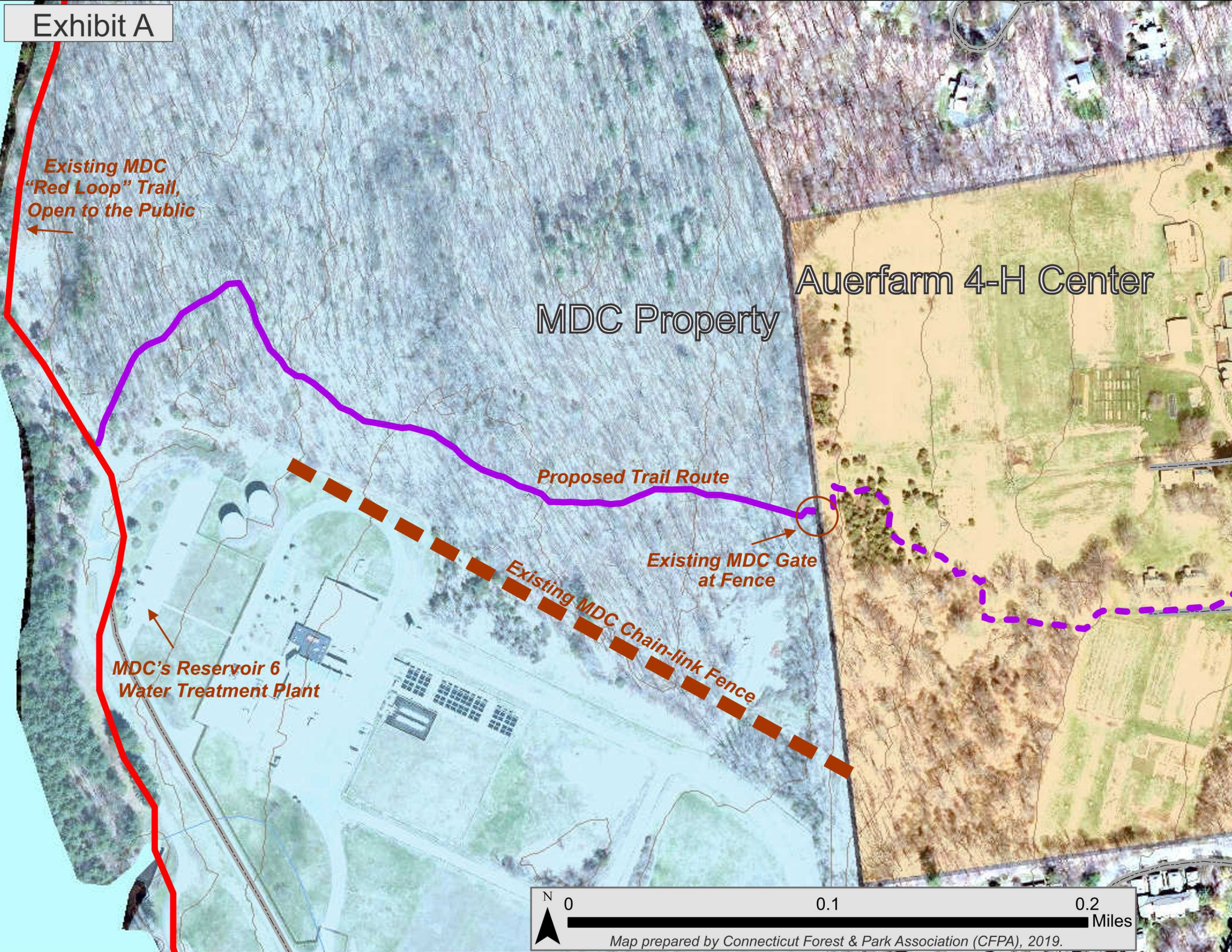
THE METROPOLITAN DISTRICT

Witnesses:

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

By: \_\_\_\_\_  
Name: Scott Jellison  
Title: Chief Executive Officer  
Duly Authorized

**Exhibit A**



*Existing MDC  
"Red Loop" Trail,  
Open to the Public*

MDC Property

Auerfarm 4-H Center

*Proposed Trail Route*

*Existing MDC Gate  
at Fence*

*Existing MDC Chain-link Fence*

*MDC's Reservoir 6  
Water Treatment Plant*

N 0 0.1 0.2 Miles

Map prepared by Connecticut Forest & Park Association (CFPA), 2019.

## REVISIONS TO DISTRICT WATER RATES

To: The Water Bureau for consideration on January 15, 2020

After reviewing the information contained herein, it is **RECOMMENDED** that it be:

**Voted:** That the Water Bureau, acting under Section 5-4 of the District Charter, establishes revised water rates effective with the meter readings rendered on and after January 1, 2020, as set forth in the following "REVISIONS TO WATER SUPPLY ORDINANCES."

**Further**

**Voted:** That following the public hearing held on January 14, 2020, as required by Special Act 01-3, as adopted by the General Assembly of the State of Connecticut, and Section 2-14 of the Charter of The Metropolitan District, the Water Bureau recommends to the District Board, through the Committee on MDC Government, approval of the following "REVISIONS TO WATER SUPPLY ORDINANCES" by the enactment of said proposed ordinances. (Additions are indicated in red and deletions are crossed out).

### **SEC. W1f SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT FOR CAPITAL IMPROVEMENTS**

In towns outside the limits of The Metropolitan District for which capital improvements or layout and assessment projects are constructed, in addition to charges under SEC. W1a, W1b and W1c, there shall be a surcharge on the water rates determined from the size of the meter installed on the premises, as follows:

**Farmincton**

SIZE OF METER	<del>MONTHLY BILLING</del>	MONTHLY BILLING
5/8"	<del>\$1.27</del>	\$1.07
1"	<del>\$2.54</del>	\$2.14
1 1/2"	<del>\$5.09</del>	\$4.27
2"	<del>\$9.54</del>	\$80.13
3"	<del>\$222.54</del>	\$186.97
4"	<del>\$381.50</del>	\$320.53
6"	<del>\$508.67</del>	\$427.37
8"	<del>\$1,271.68</del>	\$1,068.43

**Glastonbury**

SIZE OF METER	<del>MONTHLY BILLING</del>	MONTHLY BILLING
5/8"	<u>\$2.16</u>	\$1.57
3/4"	<u>\$3.24</u>	\$2.35
1"	<u>\$4.32</u>	\$3.13
1 1/2"	<u>\$8.63</u>	\$6.26
2"	<u>\$16.19</u>	\$117.44
3"	<u>\$377.69</u>	\$274.03
4"	<u>\$647.48</u>	\$469.77

**South Windsor**

SIZE OF METER	<del>MONTHLY BILLING</del>	MONTHLY BILLING
5/8"	<u>\$.40</u>	\$0.34
3/4"	<u>\$.60</u>	\$0.67
1"	<u>\$.80</u>	\$1.01
1 1/2"	<u>\$1.60</u>	\$1.35
2"	<u>\$3.01</u>	\$25.29
3"	<u>\$70.18</u>	\$59.00
4"	<u>\$120.30</u>	\$101.15
6"	<u>\$160.41</u>	\$134.86

**Manchester**

SIZE OF METER	MONTHLY BILLING
5/8"	<u>\$2.43</u>
1"	<u>\$7.29</u>
3"	<u>\$425.28</u>
6"	<u>\$972.07</u>

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer

## ECONOMIC DEVELOPMENT RATE

To: Water Bureau for Consideration on January 15, 2020

At a meeting of the Committee on Revenues on January 8, 2020, the Committee recommended to the District Board the passage of an economic development rate for the water used charge (§ W1a) and special sewer service charge (§ S12x).

**It is RECOMMENDED that it be:**

**Voted:** That the Water Bureau recommends to the District Board the following:

**Resolved:** That the District Board approve the following economic development rates for the water used charge (§ W1a)

### SEC. W1a WATER USED CHARGE (TREATED WATER)

For customers which do not resell treated water, the WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	\$3.97 per 100 Cubic Feet

The WATER USED CHARGE for such customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 668ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 668ccf of water used per day:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	\$3.97 per 100 Cubic Feet

For each ccf of water used per day in excess of 668ccf:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	\$3.18 per 100 Cubic Feet

For customers which, by agreement with the District or otherwise, resell treated water, the WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

BILLS RENDERED  
MONTHLY

RATE  
\$3.97 per 100 Cubic Feet

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer

**WATER SERVICE INSTALLATION CHARGE FOR KIMBERLY LANE/DAYTON ROAD AND RAYMOND ROAD PROJECTS IN GLASTONBURY**

To: The Water Bureau for consideration on January 15, 2020

On November 6, 2019, the District Board approved water petitions for layout and assessment for Kimberly Lane/Dayton Road and Raymond Road projects in Glastonbury. Throughout the petition process, including the Water Bureau Public Hearing on June 26, 2019 and the Water Bureau meetings held on August 28, 2019 and October 15, 2019, the Engineering staff of the Metropolitan District presented the layout and assessment plans to residents stating that the Water Service Installation Charge is \$1,800 per property. Subsequent to the approval of said projects, at a meeting of the District Board on December 15, 2019, the Water Service Installation Charge was changed to \$150 per foot, effective January 1, 2020, which will likely lead to most properties incurring a charge in excess of \$1,800.

It is therefore RECOMMENDED that it be:

RESOLVED: That the property owners to be served by the Kimberly Lane/Dayton Road and Raymond Road water main projects will be grandfathered into the \$1,800 Water Service Installation Charge in effect when said projects were approved by the District Board on November 6, 2019 so long as the property owner elects to connect to the water main and executes all necessary documents before July 1, 2020.

Respectfully submitted,



Scott W. Jellison  
Chief Executive Officer