



The Metropolitan District
water supply · environmental services · geographic information

**BUREAU OF PUBLIC WORKS
REGULAR MEETING
WEDNESDAY, JANUARY 20, 2021
4:00 PM**

**IN ACCORDANCE WITH GOVERNOR LAMONT'S EXECUTIVE ORDER #7B
THIS MEETING WILL BE A REMOTE ONLY MEETING**

Dial in #: (415)-655-0001; Access Code: 43808661#
[Meeting Video Link](#)

The general public is welcome to call into the meeting. Everyone on the call will need to mute their phone to limit background noise disrupting the meeting.

<u>Location</u>	<u>Commissioners</u>	
Dial in #: (415)-655-0001;	Adil	Magnan
Access Code: 43808661#	Avedisian	Marotta
<u>Meeting Video Link</u>	Bush	Pane
	Currey	Sweezy
	DiBella (Ex-Officio)	Taylor
	Healy	Torres
	Hoffman (VC)	Vicino (C)
	Lester	Woulfe
	Quorum: 8	

1. CALL TO ORDER
2. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
3. APPROVAL OF MEETING MINUTES OF NOVEMBER 17, 2020
4. CONSIDERATION AND POTENTIAL ACTION RE: MATTABASSETT AGREEMENT
5. CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT
6. DISCUSSION RE: LONG-TERM CONTROL PLAN & INTEGRATED PLAN UPDATE
7. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
8. COMMISSIONER COMMENTS & QUESTIONS
9. ADJOURNMENT



BUREAU OF PUBLIC WORKS MATTABASSETT SERVICE AGREEMENT

To : Bureau of Public Works for consideration on January 20, 2021

In December 1973, the Metropolitan District (the "MDC") entered into an agreement with The Mattabassett District, a public wastewater treatment operator which provides wastewater treatment primarily to four constituent towns, New Britain, Middletown, Cromwell and Berlin, pursuant to which Mattabassett agreed to provide treatment service for wastewater generated by portions of Rocky Hill (Rowley and Colby Street) and Newington. This area is estimated to be approximately 1,400 acres of service area. In February 1976, the MDC amended the existing agreement with Mattabassett, and the parties agreed that an additional 1,500 acres of service area from Rocky Hill would be added (France Street). In addition, the MDC and Mattabassett agreed that the MDC would pay a proportionate share of capital costs that were attributable to the acceptance and treatment of the MDC wastewater as well as operating costs. In May 1985, the agreement was further amended to provide that the MDC would install and own flow meters which would measure more accurately wastewater flow sent from these MDC areas into the Mattabassett system. In 1987, a replacement agreement was prepared which updated the methodologies for calculating both capital costs and operating costs attributable to MDC wastewater flow. The revised formulas were as follows: 1) Capital Costs: *(MDC Reserve Capacity/Plant Capacity) X Mattabassett Capital/Debt Budget*; and 2) Operating Costs: *(MDC Average Daily Flow/Total Plant Flows) X Mattabassett Operating Budget*. The term of the 1987 agreement was twenty (20) years and expired in 2007. To date, this agreement has not been replaced; however, the two parties have continued to operate cooperatively pursuant to its terms. In 2003, in response to a request by Mattabassett to provide projected reserve capacity for MDC wastewater flow, the MDC requested to maintain the then current Reserve Capacity of 1.6 MGD until 2030. For purposes of reference, between 2011 and 2020, the average MDC flow to Mattabassett has been 710,000 gallons per day.

The proposed agreement embodies many of the terms and conditions which the parties have been operating under for the last 30 years, with two significant distinctions in favor of the MDC:

- i) Under the prior agreement, Mattabassett calibrated the flow meters four (4) times per year with the associated costs being borne by the MDC. Under the new agreement, the flow meters will be calibrated, in the ordinary course, one (1) time per year, although Mattabassett has right to perform one additional calibration per year if necessary. The MDC will continue to bear the cost of this calibration; and
- ii) As noted above, the costs that are borne by the MDC are a factor of, among other things, the MDC's reserve plant capacity of 1.6 MGD, even though this capacity is greater than the MDC needs. Under this proposed agreement, in 2030, the MDC has the right to adjust the reserve capacity, downward or upward, based on actual data that will be provided to Mattabassett by the MDC.

The proposed agreement is scheduled to expire on December 31, 2034; however, it will automatically renew for a five (5) year period unless one of the two parties provides notice of intent to terminate two (2) years prior to scheduled expiration date.

Staff has reviewed the proposed agreement and has determined that approval of the agreement and continued utilization of Mattabassett resources for these geographical areas within the MDC is in the best interests of the MDC.

It is RECOMMENDED that it be:

VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

RESOLVED: That the Bureau of Public Works of the Metropolitan District hereby recommends to the Board of Commissioners of the Metropolitan District the approval of a Service Agreement between the Metropolitan District and The Mattabassett District pursuant to which the Metropolitan District may continue to convey to The Mattabassett District wastewater generated in certain defined geographical areas of the Metropolitan District (hereinafter, the "Service Agreement"); and

FURTHER RESOLVED:

That the Metropolitan District execute and deliver to The Mattabassett District the Service 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 Service 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 Service Agreement.

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer

MDC SERVICE AGREEMENT 2020

This Service Agreement ("Agreement") made, entered and effective this day January 1, 2021, 2020, (the "Effective Date") by and between **The Mattabassett District** (hereinafter referred to as "Mattabassett" or "District"), a municipal corporation and political subdivision created by special act of the Connecticut General Assembly and an adopted Charter with a principal address of 245 Main Street, Cromwell, Connecticut, 06416, and **The Metropolitan District** (hereinafter referred to as the "MDC"), a specially chartered municipal corporation created by special act of the Connecticut General Assembly with a principal address of 555 Main Street, Hartford, Connecticut 06142, both public entities organized and existing under the laws of the State of Connecticut.

WITNESSETH:

WHEREAS, Mattabassett owns and operates a sewage system, including a Trunk Line and a water pollution control treatment plant, serving primarily the Cities of New Britain and Middletown and the Towns of Berlin and Cromwell;

WHEREAS, Mattabassett is authorized by its Charter to contract with any municipality or municipal sewage authority for the receipt, treatment and disposal of Acceptable Sewage and Acceptable Industrial Waste originating within or without the Cities of New Britain and Middletown and the Towns of Berlin and Cromwell;

WHEREAS, MDC operates a sewage system serving municipalities in the Hartford area, including the Towns of Rocky Hill and Newington;

WHEREAS, there exists a certain geographic area within the Towns of Newington and Rocky Hill, adjacent to the geographic area of Mattabassett which can be conveniently served by sewers or drains connecting and discharging into the Mattabassett sewerage system;

WHEREAS, the MDC geographic area which can be conveniently served and which Mattabassett presently serves is described in Exhibit A attached hereto and made part hereof (hereinafter called the "Service Area"); and

WHEREAS, MDC is authorized by the laws of the State of Connecticut to enter into contracts to procure services provided by other sewerage facilities;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties do hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

Section 101. Definitions. As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the words and terms listed in this section shall have the

following meanings:

“Acceptable Industrial Waste” means solid or liquid waste that meets the criteria set forth in Mattabassett’s Rules and Regulations appended as Exhibit B.

“Acceptable Sewage” means sewage that meets the criteria set forth in Mattabassett’s Rules and Regulations appended as Exhibit B

“Calendar Year” means the twelve consecutive month period starting on the 1st day of January through the 31st day of December.

“Capital Charges or Capital and Debt Service Charge” means and includes the annual costs set forth in Part A of Exhibit C attached and incorporated herein.

“Contract Year” means the twelve consecutive month period commencing at 12:01 a.m., prevailing time, on July 1 of each year, except that the first Contract Year shall begin on the Effective Date of this Agreement, and ending at 12:00 p.m., prevailing time, on the following June 30.

“DEEP” means the Connecticut Department of Energy and Environmental Protection which is an agency of the state of Connecticut.

“Effective Date” means the date stated in the Preamble when this Agreement becomes effective.

“EPA” means and refers to the U.S Environmental Protection Agency which is an agency of the United States government

“Government Grant in Aid” means and is limited to a direct payment or services of direct payments by the federal or state government to Mattabassett to reduce or defray the capital costs to Mattabassett of any plant facility modification, plant upgrade, improvement, expansion or renovation which Mattabassett need not repay to the federal or state government donor.

“MGD” means a million gallons per day.

“Net Operating Costs” means the total annual cost of operating and maintaining Mattabassett’s plant and system.

“Plant Capacity” means the present total ability of the Mattabassett plant facility to handle and process sewerage and treat water in accordance with average daily flows identified in the NPDES permit.

“Present Plant” means Mattabassett’s present sewage and water pollution control treatment facility in operation as the Effective Date.

“Replacement Plant” means Mattabassett’s sewage and water pollution control treatment facility if expanded, updated, remodeled, or modified in the future after the Effective Date hereof.

"Reserved Plant Share" means the percentage of the total capacity of the Replacement Plant reserved for any consumer of Mattabassett plant services, including MDC, as calculated pursuant to Part A of Exhibit C of this Agreement attached hereto and incorporated herein.

"Service Area" means the geographic area covered by MDC to be served by Mattabassett under this Agreement, more fully described in Exhibit A attached hereto and incorporated herein.

"Service Charge" means the annual dollar amount due Mattabassett pursuant to this Agreement to pay MDC's fair proportionate share of the Net Operating Costs, which amount will be calculated as set forth in Part B of Exhibit C attached hereto and incorporated herein, AND MDC's Capital and Debt Service Charge calculated as set forth in Part A of Exhibit C.

"Trunk Line" means Mattabassett's present trunk line connected to the plant and in operation as of the Effective Date.

ARTICLE II

SERVICES

Section 201. Services. Mattabassett will provide sewerage service for the receipt, treatment, conveying and disposal of Acceptable Sewage and Acceptable Industrial Wastes originating within and only within the Service Area ("Services").

Section 202. Allocated Flow. The allocated average daily flow from the Service Area to Mattabassett shall not exceed 1.6 million gallons per day (MGD). Average daily flow shall be measured and determined by Mattabassett in accordance with common industry practice.

Section 203. Expansion of Services. Neither the Service Area nor the allocated average daily flow set forth in Section 202 shall be expanded, increased or enlarged without the prior consent of Mattabassett in writing and approved by its Board of Directors in accordance with its Charter.

Section 204. Change in Service Area. Upon any change in the designated municipal zone, population density, increased sewer usage demand or change in local zoning regulations covering all or any part of the Service Area, which change will substantially increase the amount or nature of the flow of sewage or waste above the allocated flow, this Agreement will, at the option of either of the parties hereto, be subject to review and renegotiation with reference to MDC's allocated average daily flow and the costs chargeable to MDC for sewage services; provided, however, that approval of any increase in use and change in reserved plant share shall be and remain within the sole discretion of Mattabassett.

ARTICLE III

REQUIREMENTS REGARDING SEWAGE OR WASTE

Section 301. Requirements Regarding Sewage or Waste. It is understood by MDC that Mattabassett

cannot accept any sewage or waste that contains substances that Mattabassett is not properly equipped to remove or the acceptance of which will violate the various permits under which Mattabassett operates. Therefore, Mattabassett will not accept any sewage or waste which violates any of the prohibitions and restrictions set forth in federal or state statute or, EPA/DEEP regulation, DEEP rules and Section II of the Rules and Regulations of the Mattabassett District attached hereto as Exhibit B and incorporated herein, and as such Rules and Regulations may from time to time be amended by Mattabassett to conform to the express purpose and intent of this Section 301. A copy of Mattabassett NPDES Permit shall be provided to MDC on request.

Section 302. Failure to Comply with Requirements Regarding Sewage or Waste.

If MDC introduces, conveys, attempts to deliver or otherwise discharges or releases unacceptable sewage or waste into the Mattabassett Trunk Line or system, MDC shall be responsible for reimbursing Mattabassett for all cost of clean-up incurred, repair of damage to the Trunk Line and equipment and for the costs of any shutdown or interruption in operation and any fines and all other related expenses incurred by Mattabassett as a result of such conveyance, attempted conveyance, release and discharge. If MDC continues to discharge such unacceptable sewage or waste for more than sixty (60) days after written notice has been provided by Mattabassett, Mattabassett may terminate its services under this Agreement and MDC shall remain liable and responsible to pay for and fully and timely rectify, repair, and, remediate all injury, harm and loss to Mattabassett.

If Mattabassett terminates Services, MDC shall not, except for future established Capital Charges, be relieved of its obligations, pursuant to this Agreement and to the Rules and Regulations of Mattabassett, and except also, as provided in Section 602. MDC may request Mattabassett to reinstate services under this Agreement, provided that, before resumption of any services, all such discharge violations shall have been eliminated and corrected by MDC and that all Rules and Regulations of Mattabassett and the articles of this Agreement are being complied with to the full satisfaction of Mattabassett.

ARTICLE IV

METERS

Section 401. Installation of Meters. The parties hereto acknowledge that the MDC has installed the requisite meters which meters are acceptable to Mattabassett. To the extent the parties agree that a meter(s) require replacement. MDC will at its own cost and expense promptly install a meter or meters properly calibrated for the purpose of accurately measuring the flow discharge into Mattabassett's system. Title and ownership to all meter housing facilities and appurtenances thereto will be vested in MDC.

Section 402. Maintenance of Meters. MDC will have the financial obligation to maintain, repair or replace all meter(s), housing facilities, and appurtenances thereto. Mattabassett will give written notice to MDC of any and all maintenance, engineering, repairs, or capital expenditures required in connection with the meter(s), housing facilities, and appurtenances deemed reasonably necessary by Mattabassett in order to ensure adequate and accurate flow readings. Any such maintenance, engineering, repairs or capital expenditures not made or performed by MDC within a reasonable

time; however, no later than sixty (60) calendar days after written notice by Mattabassett, may be performed by Mattabassett with its own work force or by outside contractor and the full cost of such work and repair will be promptly reimbursed by MDC within thirty (30) days of receipt of a bill from Mattabassett. Any dispute between the parties concerning maintenance, engineering, repairs, or capital expenditures required by Mattabassett with respect to the meters shall be resolved pursuant to Section 901.

Section 403. Meter Reading and Calibration. Mattabassett shall be provided timely and complete access to all meter stations and shall normally read the meters monthly to determine the actual flow being discharged into the Mattabassett system. Mattabassett will have all meters calibrated within a schedule established by it, generally once per year; however, in no event will the meters be calibrated more than twice per year. The cost of calibration will be paid by MDC and a report of the calibration will be submitted to MDC by Mattabassett with the bill for such calibration. Mattabassett will assume full responsibility and cost for reading the meters on a monthly basis.

Section 404. Calculation of Flow During Meter Malfunction. During the period following written notice by Mattabassett to MDC of any meter malfunction and before correction of such malfunction or the resolution of any dispute concerning the correction of such malfunction pursuant to Section 901, Mattabassett will calculate MDC's monthly flow, based on the average monthly metered flow during the previous twelve (12) months.

Section 405 Maintenance of Mattabassett Facilities. Mattabassett will maintain its facilities in accordance with the Mattabassett Charter and Exhibit B.

ARTICLE V

SERVICE CHARGES

Section 501. Service Charges. In consideration of the Services described in Section 201, MDC annually on July 1 or within thirty (30) days thereafter will pay to Mattabassett, the Service Charge for the upcoming Contract Year, together with the amount of any shortfall from the previous Contract Year or reduced by any credit due from the previous Contract Year. MDC's Service Charge, based on available information which will at all times remain subject to revision and will be computed and assessed as provided in Exhibit C. The amount of the service charge shall be provided to the MDC as soon as practicable, before July 1st in which such payment is due. A reasonable effort will be made to provide an estimate of the service charges prior to February 1st of the same calendar year. At the time the Service Charge is given to the MDC, Mattabassett shall provide to the MDC, spreadsheet data and figures utilized by Mattabassett in calculating the Service Charge.

Section 502. Operating Cost Surcharge for Exceeding Allocation Flow. Operating costs chargeable to MDC for all flows exceeding the allocated 1.6 MGD will be computed at 150% of the charge for treating MDC flow up to 1.6 MGD. This surcharge will be computed at the close of the Contract Year. Notice that the flow exceeded 1.6 MGD shall be given to MDC as soon as reasonably discovered. For example: If MDC annual flows are equal to 2.0 MGD then the surcharge shall be

computed based on one hundred fifty (150%) percent greater than the charge for flows up to 1.6 MGD. In such case the surcharge formula shall be (Dollar amount (\$)) charged for 1.6 MGD multiplied (x) by 150%) multiplied by the fraction $[2.0\text{MGD}-1.6\text{MGD}]/1.6\text{MGD}=150\%$ times 0.25 equals 37.5% of the dollar charge.

Section 503. Failure to Pay Bill. Any bill submitted under this Agreement by Mattabassett to MDC which remains unpaid after thirty (30) calendar days from the date of its submission shall bear interest at the rate of one (1%) percent per month commencing on the thirty-first (31st) day. If the thirtieth (30th) day is a Sunday or holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge. MDC may dispute any such bill submitted by Mattabassett according to provisions set forth in Article IX – Dispute Resolution. Mattabassett may, whenever any amount due remains unpaid after the thirtieth (30th) day following the original due date, provided at least thirty (30) days advance written notice has been given, discontinue receiving and accepting sewage and waste from MDC until such bill and any later payments which have become due are paid in full with all accrued interest. No such discontinuance shall relieve MDC of its obligation pursuant to Section A of Exhibit C except as provided in Section 602.

ARTICLE VI

FUTURE CAPITAL CHARGES

Section 601. Future Capital Charges. MDC will pay the full cost and expense of modifying, renovating improving, upgrading, enlarging or expanding the Mattabassett system, or any part thereof, to the extent such modifications, renovations improvement, upgrade, enlargement or expanding is necessitated solely by the needs of the MDC. MDC will pay a proportionate share of the full cost and expense of modifying, renovating improving, upgrading, enlarging or expanding the Mattabassett system, or any part thereof commenced and undertaken after the Effective Date of this Agreement, which modification, renovation, improvement, upgrade, enlargement or expansion is necessary (1) to ensure compliance by order or decree of the state of Connecticut DEEP or federal EPA impacting MDC; (2) results from legislative amendments to the present statutes and regulations impacting MDC and the construction, operation and maintenance of a water pollution control and sewerage facility in Connecticut or; (3) is otherwise required or necessary for the current or proposed MDC needs which impacts the District as determined solely by the District. Notwithstanding the cost to and the proportionate share to MDC of any such future modification, renovation, improvement, upgrade, enlargement or expansion not necessitated by the needs of MDC shall be assessed and allocated by Mattabassett based on MDC's reserve capacity calculated under Exhibit C Part A. MDC will pay its proportionate share (including the debt service) of upgrading, renovating or improving Mattabassett's System based on MDC's Reserved Plant Share ratio.

Section 602. Review of Share. Mattabassett may review the capital cost formula set forth in Section B of Exhibit C every five years and may, in its reasonable discretion, revise such formula to reflect any increase in Reserved Plant Share. Between December 1, 2028 and January 1, 2029 Mattabassett will request in writing, pursuant to the notice provisions contained herein updated reserve capacity plant share figures from MDC in order for MDC to change its Reserved Plant Share effective January 1, 2030, if MDC so chooses. MDC may not decrease its Reserved Plant Share prior to 2030

unless Mattabassett is able to contract with a substitute user or users with a credit rating (s) at least equal to the credit rating of MDC for MDC's Reserved Plant Share for the remainder of the full fourteen-year term of this Agreement; provided, however, that Mattabassett will have no obligation to seek out or find such substitute user or users. MDC's obligations under Section A of Exhibit C, shall continue based on the current or future Reserved Share for the full fourteen-year term of this Agreement regardless whether MDC uses its Reserved Plant Share, unless a substitute user contracts with Mattabassett as described above.

ARTICLE VII

INDEMNIFICATION

Section 701. Indemnification. To the full extent permitted by law, MDC shall indemnify, save and hold harmless Mattabassett from any and all injury, loss, damages, claims for damage to person and property, judgments, administrative proceedings, costs and expenses in law or equity, including attorney's fees (all "Claims") resulting from, arising out of, or relating to (i) the breach of any material term of this Agreement; (ii) the release or discharge of any hazardous material, liquid or solid, in the Service Area; (iii) the introduction, conveyance or discharge of any polluted water or sewerage into the Mattabassett sewerage system in violation of the Mattabassett Rules and Regulations appended as Exhibit B and (iv) the connection of any unapproved sewer or drain and discharge or release into the Mattabassett Trunk Line or system from a sewer or drain not authorized by Mattabassett within the Service Area, except when such Claims are caused directly by the negligence of Mattabassett.

ARTICLE VIII

MISCELLANEOUS

Section 801. Mattabassett Charter and Rules and Regulations Control. This Agreement and MDC's performance of its obligations hereunder are subject to the Mattabassett Revised Charter and the by-laws, Rules and Regulations of Mattabassett and in the event of any conflict between the Charter, Rules or Regulations of either party, Mattabassett's Charter and/or Rules and Regulations shall control. Nothing herein shall require MDC in the performance of its obligations hereunder to perform any act which would be in violation of MDC's present Charter.

Section 802. Expenses. Except as otherwise provided herein, MDC shall reimburse Mattabassett for all reasonable expenses incurred by Mattabassett, arising out of or relating to this Agreement, the performance hereof and the service provided to MDC by Mattabassett and any connection, repair, renovation or modification to the Mattabassett Trunk Line and sewer system hereunder, including but not limited to, all legal, construction and engineering expenses incurred by Mattabassett, as long as such repairs, renovations or modifications is the result of MDC's negligence or malfeasance.

Section 803. Entire and Complete Agreement. This Agreement, together with the Exhibits

incorporated by reference, constitutes the entire and complete Agreement of the parties with respect to the provision of water pollution control and sewerage services by Mattabassett and all prior and contemporaneous understandings, arrangements and commitments, whether oral or written, have been merged herein. The language of this Agreement shall be construed and interpreted as a whole, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

Section 804. Severability. In the event one or more of the provisions contained in this Agreement shall, for any reason or no reason, be held invalid, illegal, or unenforceable in any respect, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 805. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 806. Amendment. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mattabassett, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 807. Term. The term of this Agreement shall commence as of the date of this Agreement, and expire on December 31, 2034. If neither party serves written notice of its intent not to renew at least two (2) calendar years before the expiration date of this Agreement, this Agreement shall automatically renew for an additional five (5) calendar years. The MDC's reserve allocation may be adjusted on December 31, 2030; provided, MDC has submitted supporting figures to the District for its reasonable review and acceptance no later than July 1, 2030.

Section 808. Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to or in connection with this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally, faxed, emailed or delivered by a nationally recognized overnight carrier addressed to the following:

For MDC:

Chief Executive Officer
The Metropolitan District Commission
555 Main Street
Hartford, CT 06142

For Mattabassett:

Executive Director
The Mattabassett District
245 Main Street
Cromwell, CT 06416

The parties agree that routine communication may be affected by email with receipt requested. The effective notice date of an email is the day received as long as the receiving party acknowledged receipt by return email.

Section 809. Third Party Rights. No one other than a party to this Agreement shall have any right to enforce any of the provisions of this Agreement.

Section 810. Force Majeure. No party to this Agreement shall be liable in any manner whatsoever for its failure to perform its obligations under this Agreement due to events beyond its reasonable control, including riots, war, fire, explosion, acts of God, inability timely to obtain repair or substitute parts or equipment breakage or machinery or apparatus malfunction, acts in compliance with any express relevant statute or regulation of the state or federal government regulation. The party affected by such condition shall give the other party prompt written notice and use every reasonable effort to eliminate or correct the cause preventing performance and to resume performance as soon as possible.

Article IX

DISPUTE RESOLUTION

Section 901. Disputes Arising out of this Agreement. In the event that a dispute arises out of any Article or Section of this Agreement, MDC shall, within fifteen (15) calendar days of becoming aware of the grounds of such dispute give written notice to Mattabassett of such dispute and include the specific reasons. Absent such timely notification, MDC shall be deemed to have waived any challenge or dispute in connection therewith. Such notice by MDC will stay the specified running time periods that are set forth in the particular section or sections which are in dispute, until MDC shall have received Mattabassett's written response and at that time the time periods shall again begin to run. The Chief Executive Officer of MDC and Mattabassett Executive Director shall meet promptly to attempt in good faith to resolve the dispute.

Section 902. Mediation. Should a dispute under Section 901 not be resolved within thirty (30) calendar days of the Mattabassett response, or otherwise waived, the parties agree to participate in a one day mediation before a mediator chosen by the parties and such mediation shall take place within sixty calendar days of the Mattabassett response, unless otherwise agreed in writing by the parties.

Section 903. Litigation. In the event that any dispute is not waived or resolved by the parties or by mediation, either party may commence suit in the superior court for the judicial district of Middlesex or Hartford.

Section 904. Applicable Law. This Agreement will be governed by and construed under the substantive laws of the state of Connecticut without reference to any choice of law principles that would cause the application of the laws of a different jurisdiction. All actions, suits or proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Connecticut judicial district of Middlesex or Hartford or a federal district court having jurisdiction of the subject matter of the dispute, sitting in the District of Connecticut, and the parties hereby

irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding.

Section 905. Costs and Fees. Should any party institute any proceeding or action to enforce the terms of this Agreement against another Party, the prevailing party shall be awarded costs and reasonable attorneys' fees.

Section 906. Counterparts. This Agreement may be executed in one or more counterparts each of which when signed and delivered shall be deemed an original and all such counterparts when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above written.

Signed in the presence of:

THE MATTABASSETT DISTRICT

By _____

Its

METROPOLITAN DISTRICT
COMMISSION

BY _____

Its

EXHIBIT A

SERVICE AREA

MDC's Service Area Maps

1. Figure 1 Little Brook Service Area
GIS Map, Dated, 7/2019, Prepared by MDC
2. Figure 2 Rowley Street Service Area
GIS Map, Dated, 7/2019, Prepared by MDC
3. Figure 3 France Street Service Area
GIS Map, Dated, 7/2019, Prepared by MDC

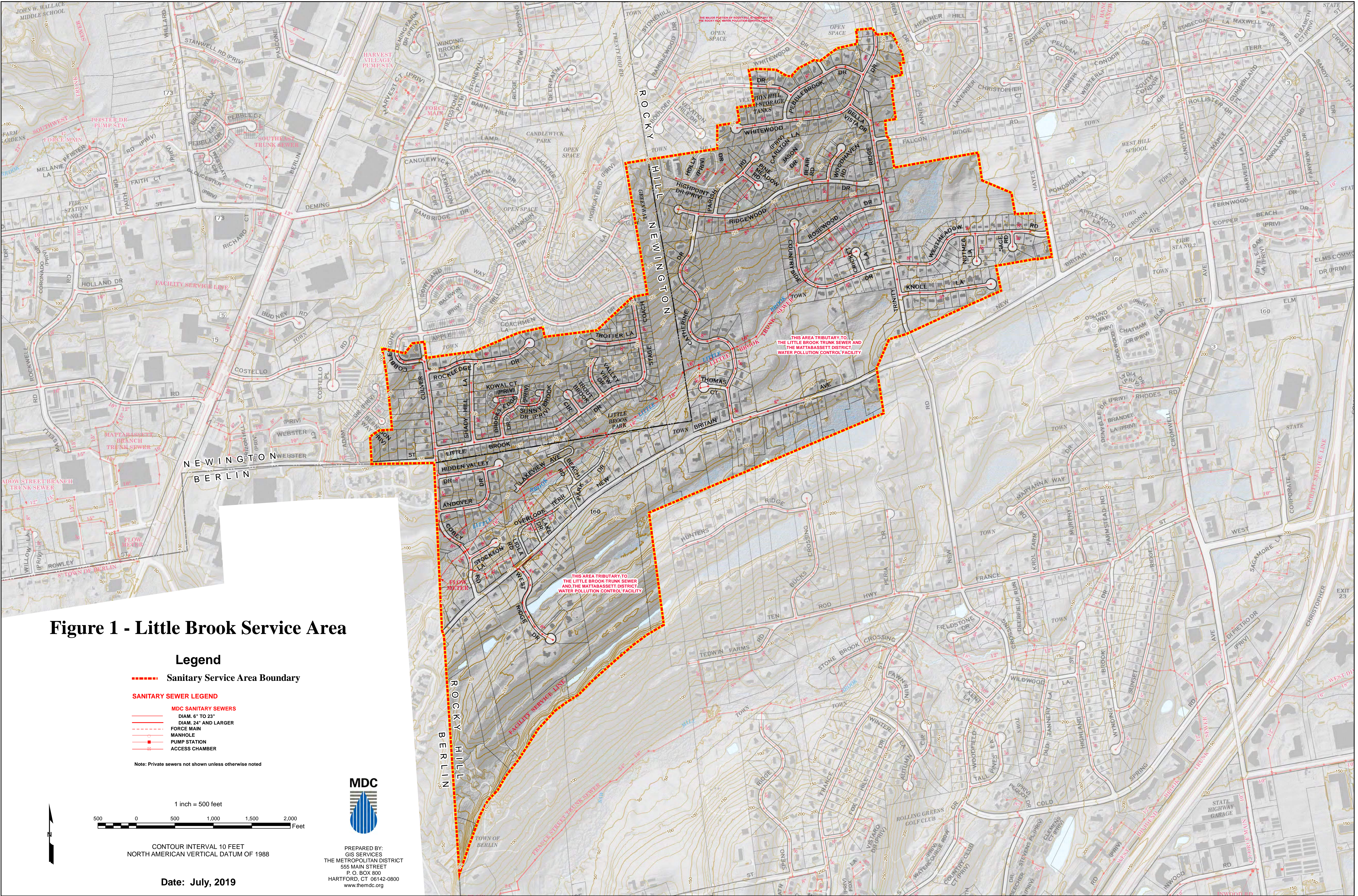


Figure 1 - Little Brook Service Area

Legend

Sanitary Service Area Boundary

SANITARY SEWER LEGEND

- MDC SANITARY SEWERS
- DIAM. 6" TO 24"
- DIAM. 24" AND LARGER
- FORCE MAIN
- MANHOLE
- PUMP STATION
- ACCESS CHAMBER

Note: Private sewers not shown unless otherwise noted

1 inch = 500 feet



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

Date: July, 2019



PREPARED BY:
GIS SERVICES
THE METROPOLITAN DISTRICT
555 MAIN STREET
P.O. BOX 800
HARTFORD, CT 06142-0800
www.themdc.org

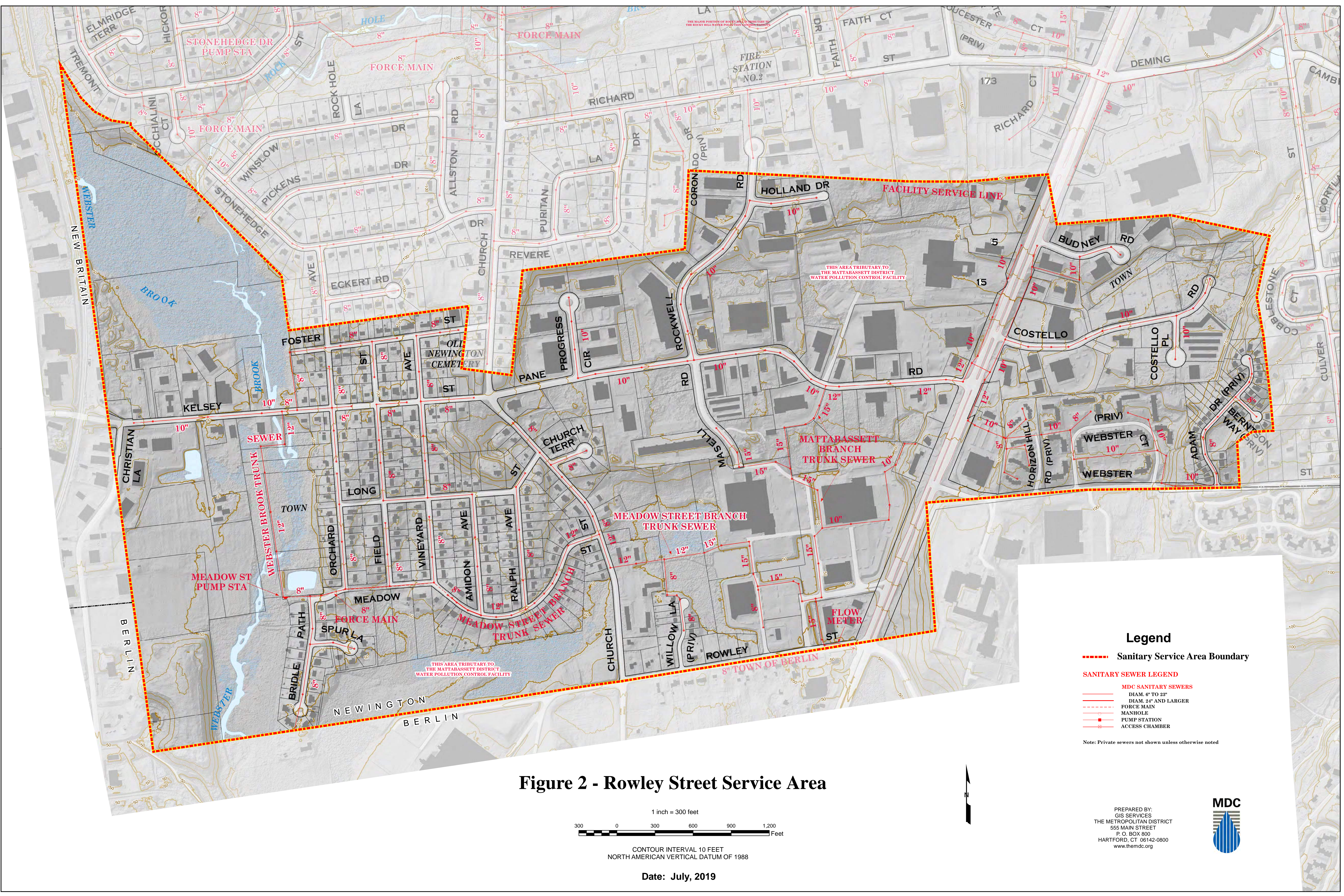
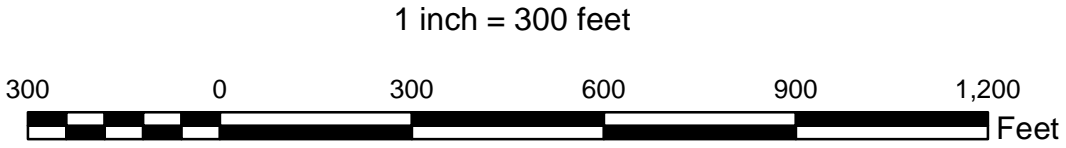


Figure 2 - Rowley Street Service Area



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

Date: July, 2019

Legend

Sanitary Service Area Boundary

SANITARY SEWER LEGEND

MDC SANITARY SEWERS

- DIAM. 6" TO 24"
- DIAM. 24" AND LARGER
- FORCE MAIN
- MANHOLE
- PUMP STATION
- ACCESS CHAMBER

Note: Private sewers not shown unless otherwise noted

PREPARED BY:
GIS SERVICES
THE METROPOLITAN DISTRICT
565 MAIN STREET
P.O. BOX 800
HARTFORD, CT 06142-0800
www.themdc.org



Figure 3
France Street Service Area


Legend

Sanitary Service Area Boundary

SANITARY SEWER LEGEND


- MDC SANITARY SEWERS
- DIAM. 6" TO 24"
- DIAM. 24" AND LARGER
- FORCE MAIN
- MANHOLE
- PUMP STATION
- ACCESS CHAMBER

Note: Private sewers not shown unless otherwise noted




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1 inch = 500 feet



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988



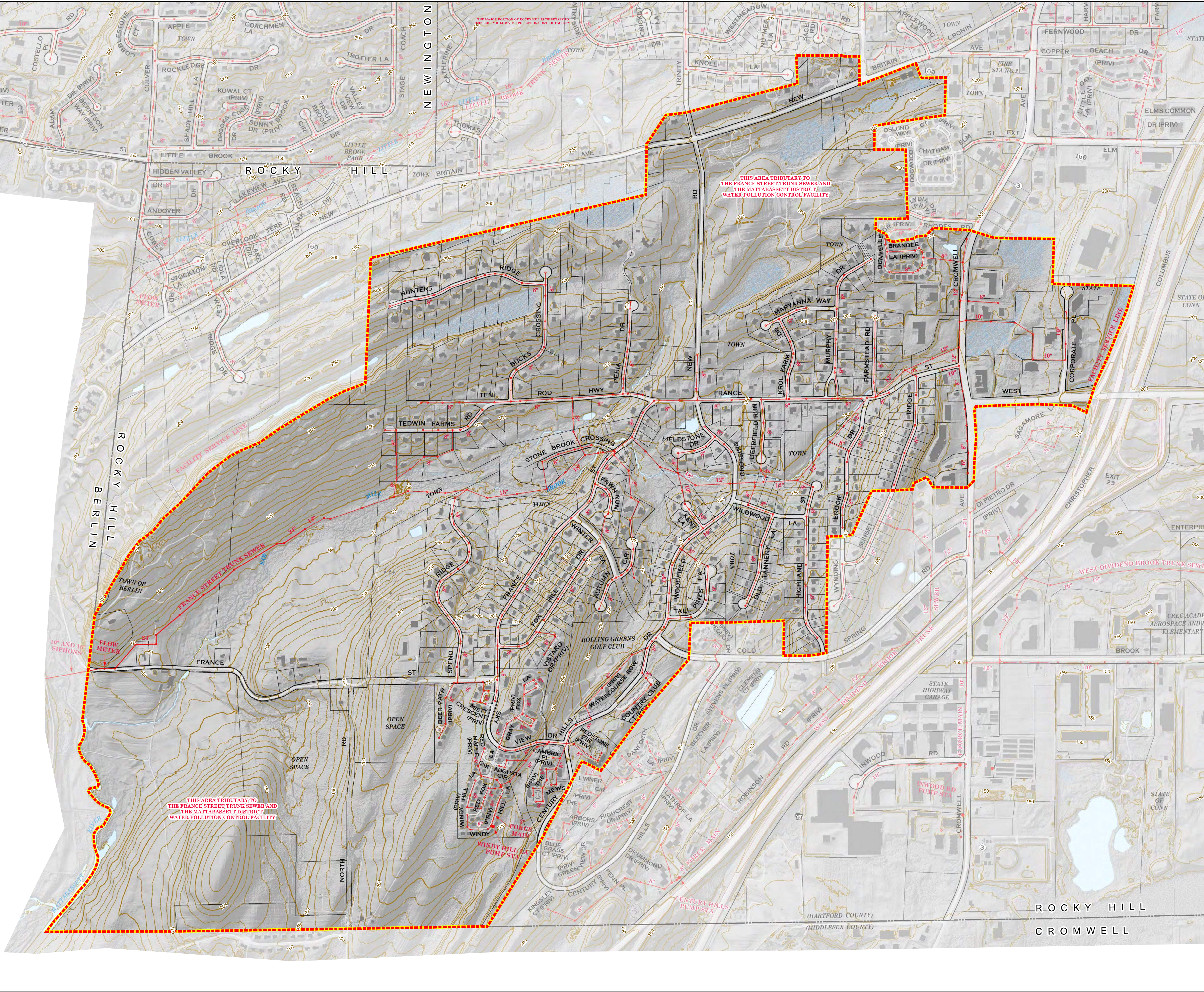


EXHIBIT B



THE MATTABASSETT
DISTRICT

SEWER DISCHARGE
RULES AND REGULATIONS OF
THE MATTABASSETT DISTRICT

(as amended March 17, 1980)
(as amended April 21, 1986)
(as amended February 21, 1989)
(as amended March 19, 2018)
(as amended April 24, 2018 legal comments)

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The following Sewer Discharge rules and regulations were enacted by the Board of Directors of the Mattabassett District on January 19, 1970, and are published hereby, as amended, in accordance with the provisions of the Connecticut General Statutes, Revision of 1958:

(as amended March 17, 1980)
(as amended April 21, 1986)
(as amended February 21, 1989)
(as amended March 19, 2018)
(as amended April 24, 2018 legal comments)

SECTION I - INTRODUCTION

Section I-a Purpose

In accordance with the Charter of the Mattabassett District, the rules and regulations hereinafter set forth are enacted by the Mattabassett District for the supervision, management, control, operation, and use of its sewerage system and appurtenances thereto, and any other of its properties. Such rules and regulations are binding upon, and for the benefit of, the municipalities, constituent and contractual, and persons served by the Mattabassett District.

Section I-b Definitions

1. "Biochemical oxygen demand" (BOD) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter.
2. "Chemical Oxygen Demand" (COD) shall mean the measure of the capacity of water to consume oxygen during the decomposition of organic matter and oxidation of inorganic chemicals such as Ammonia and nitrite.
3. "Combined Sewer" shall mean a sewer provided and intended to convey, in the same pipe, both sanitary sewage and storm water.
4. "Commissioner" means the Commissioner of the Department of Energy and Environmental Protection for the State of Connecticut.
5. "Constituent Municipality" shall mean the Cities of New Britain and Middletown, and the Towns of Berlin and Cromwell.

6. "Contractor" shall mean either an individual, partnership, corporation, or person, hired to perform the work for the installation of a sanitary sewer, sanitary trunk sewer or sanitary sewer connection.
7. "Contractual Municipality" shall mean any city, town, borough, or fire district with which the Mattabassett District has contracted to provide sewage service.
8. "Cooling Water" shall include the clean waste water from air conditioning, industrial cooling, condensing and similar apparatus and from hydraulically-powered equipment. In general, cooling water will include only water which is sufficiently clean and unpolluted to admit of being discharged, without treatment or purification, into any natural open stream or watercourse without offense.
9. "DEEP" shall mean the State of Connecticut's Department of Energy and Environmental Protection.
10. "District" shall mean the Mattabassett District.
11. "District Board" shall mean the Board of Directors of the Mattabassett District.
12. "EPA" shall mean the United States Environmental Protection Agency.
13. "Executive Director" shall mean the Executive Director of the Mattabassett District or his agents or representatives, acting under and limited by the instructions, duties and authorities assigned by said Executive Director of the District.
14. "Garbage" shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.
15. "House Connection/Lateral" where the context so indicates or implies, shall mean a pipe connecting a municipal sewer with a building, house, yard or other property, for the purpose of conveying sewage of any kind from said property to a municipal sewer.
16. "Industrial Wastes" shall mean the liquid or other water-carried wastes resulting from any processes of industry, manufacture, trade, or business, not clearly included within the definitions of sanitary sewage, storm water or cooling water.
17. "Infiltration" the water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
18. "Inflow" The water discharge into a sewer system, including sewer service connections from such sources as, but not limited to, roof leaders, cellar, yard and area drains, cooling water discharges, drains from springs, and swampy area, manhole covers, cross connections from storm sewers and combined sewers, catch basins, stormwaters, surface runoff, street washwaters, or drainage. It does not include, and is distinguished from infiltration.
19. "Infiltration Inflow" the total quantity of water from both infiltration and inflow, without distinguishing the source.
20. "Licensed Drain Layer" shall mean an individual, partnership, corporation, limited liability company, person or firm to whom the State of Connecticut Department of Consumer Protection has issued a

license under Chapter 393 of the General Statutes, to install and repair sewers and sewer connections, and house connections, during the period when such license is valid.

21. "Municipality" shall mean any city, town, borough, or fire district.
22. "Person" shall mean any individual, partnership, corporation, limited liability company, association, or public entity or agency; alternatively as defined in Section 22a-2 (c) of the General Statutes.
23. "pH" shall mean the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and hydrogen ion concentration of 10^{-7} .
24. "Properly shredded garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch (1.27 centimeters) in any dimension.
25. "Property Owner" or "Owner of Property" or "Owner", as used herein, shall include both the owner of fee in any real estate and also all tenants, lessees or others in control or possession and use of the property in question, or any interest therein, and his, her, its or their agents or representatives as the interest, duties, powers or liabilities of each may be.
26. "Sanitary Sewage" shall mean the common waste water and water-carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries, commercial facilities, institutions and similar facilities of business and industrial buildings. In general, sanitary sewage shall not include storm water from roofs, yards, streets or open spaces, water from land surfaces or brooks, clean waste or overflows from springs, wells, or subsoil drainage, large volumes of clean water from air conditioning or other cooling or condensing facilities, clean waste water from hydraulically-operated contrivances and those wastes included within the definition of "industrial waste".
27. "Sanitary Sewer" shall mean a sewer intended to convey only sanitary sewage, or, if so stipulated with respect to the particular sewer, sanitary sewage plus industrial or other wastes. In general, sanitary sewers shall not be intended to convey storm water.
28. "Seepage" or "Subsoil Drainage" shall include water from the soil percolating into subsoil drains and through foundation walls, basement floors, or underground pipes or from similar sources.
29. "Sewage Strength" refers to the level of the actual amounts of the physical, chemical, and biological constituents present in the wastewater. Typical constituents used in measuring the strength of wastewater may be B.O.D. or C.O.D. and suspended solids measured in milligrams per liter (mg/l).
30. "Sewage or Wastewater" shall mean the combination of water-carried wastes from residences, commercial establishments, institutions, and industrial establishments.
31. "Sewer" shall include the main truck line or any other pipe or conduit of the District, manholes and other structures and equipment appurtenant thereto, provided to carry sewage, industrial wastes, storm

water, cooling water or similar wastes, subject, in each particular case, to the purpose and limitations imposed upon the particular pipe or conduit or sewer.

32. "Slug" or "Slug discharge" shall mean any sudden or excessive discharge which exceeds permitted levels either in terms of pollutant concentration or instantaneous flow rate in such a manner as to adversely affect the collection system, trunk sewer and/or performance of the wastewater treatment facility and its effluent in conformance with DEEP criteria.
33. "State Discharge Permit" Shall mean a permit issued by the Connecticut Commissioner of Energy and Environmental Protection pursuant to Section 22 a- 430 of the Connecticut General Statutes as amended to those Users who discharge sanitary sewage in excess of 1,000 gallons per day and to those Users who discharge industrial process waters, any cooling or boiler blowdown waters to the sanitary sewer system.
34. "Storm Drain" or "Storm Sewer" or "Drain", where the context so indicates or implies, shall mean a pipe, conduit, sewer or drain, with appurtenances, provided and intended for the conveyance of storm water with or without other clean waste waters as may have been stipulated for any particular drain or sewer.
35. "Storm Water" shall include the runoff or discharge of rain and melted snow or other clean water from roofs, surfaces or public or private lands or elsewhere. For most purposes within the scope of the rules and regulations, storm water shall not include the flow of any natural brook, rivulet or stream even if the source of such water is storm runoff from land or other property once that runoff has entered the channel of such brook or natural watercourse. In general, storm water shall include only water which is sufficiently clean and unpolluted to admit of being discharged, without treatment or purification, into any natural open stream or watercourse without offense.
36. "Suspended solids" shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, sewage, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods of the Examination of Water and Wastewater" and referred to as non-filterable residue.
37. "Users" shall mean every person using any part of the public treatment works of the District.
38. "Watercourse" shall mean a natural or artificial channel for the passage of water either continuously or intermittently.
39. "Wipes" and "flushables", shall mean nonwoven products made of synthetic materials that are not transportable in sewer systems, not pumpable and not biodegradable.
40. "WPCF" shall mean Water Pollution Control Facility, "WWTF" shall mean Wastewater Treatment Facility and "WWTP" shall mean Wastewater Treatment Plant, and are interchangeable and mean the same type of facility.

SECTION II - USE OF SEWERS

Section II-a Discharge Prohibitions and Restrictions

In order to protect the physical integrity of the District's sewerage facilities, the health and safety of the persons employed to maintain and operate such facilities, and the waters of the State of Connecticut, the following prohibitions and restrictions are imposed:

1. No person or municipality shall discharge or cause to be discharged:
 - a) Any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or non-treated industrial process waters to any sanitary sewer served by the District;
 - b) Any substance or object likely to damage, injure, destroy or cause an obstruction in any sewer, or appurtenance thereof, into which it may be discharged;
 - c) Any substance which may attack, damage or alter by either abrasion or chemical action the materials of which the sewer and its appurtenances are composed or built.
2. No person or municipality shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
 - a) Any gasoline, kerosene, benzene, alcohol, naphtha, fuel oil, tar, or other flammable or explosive liquid, solid, gas or vapor, or any substance which may generate or form any flammable, explosive or combustible substance, fluid, gas, vapor or mixture when combined with air, water or other substances commonly found in sanitary sewers. At no time, shall two successive readings on an explosive hazard meter, at the point of discharge into the sewage collection system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter.
 - b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - c) Any waste or waste water which is strongly acid, and which, when tested in the usual technical manner, has a "pH" less than 5.0 or which is strongly alkaline and has a "pH" more than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - d) Solid or viscous substances in quantities, or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewer works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar,

plastics, wood, sticks, stones, rocks, wipes, unground garbage, coarse rubbish, whole blood, animal carcasses, paunch, manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.

- e) Any debris or substance which by depositing any considerable quantity of sediment, by coagulation, by congealing or by attaching itself to the lining of the sewer or to other substances being transported within the sewer is likely to cause an obstruction in any sewer or appurtenance, pump station and/or WWTF.
 - f) Any wipes, flushables, rags, diapers or similar substance which by depositing any considerable quantity, by coagulation, by congealing or by attaching itself to the lining of the sewer or to other substances being transported within the sewer is likely to cause an obstruction in any sewer or appurtenance, pump station and/or WWTF.
 - g) Any waste water or sewage containing Objectionable poisons, cyanides, or any substance likely to generate poisonous fumes that may interfere with, constitute a hazard to, or be dangerous to human beings or domestic animals.
 - h) Any waste water containing disinfectants, formaldehyde, toxic or poisonous substances in quantities sufficient to delay or interfere with the wastewater treatment processes, including sedimentation, biological, chemical processes, dewatering and incineration processes at The District's Waste Water Treatment Facility.
 - i) No municipality or person shall discharge, or cause to be discharged directly or indirectly into the sewerage system of the District, any waters or wastes which in the opinion of the District is or may adversely affect the plant operations and effluent or may adversely affect gaseous emissions from incineration or may be injurious to the health of employees of the District engaged in maintaining and operating the sewerage system, or which in the opinion of the District is likely to cause loss or damage to property or equipment engaged in sewage treatment and disposal for the District, or to other persons, or the property of other persons, who are lawfully entitled to use the sewerage system. This prohibition shall be understood as applying to the kind or character of wastes discharged into any sewer and as limited the quantity of wastes which may be discharged from any one parcel or plot of property.
3. No person or municipality shall discharge or cause to be discharged the following described substances, materials, waters, or wastes:

- a) Any liquid, steam, vapor, or substance having a temperature higher than one hundred fifty (150°F) [65°C], or substance which upon coming in contact with water or sewage will generate steam or vapor within the sewer system.
- b) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l with floatable oil not to exceed twenty (20) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150°F) [0 and 65°C].
- c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipment with a motor of three-fourths (3/4) horsepower (0.56 kw) or greater shall be subject to the review and approval of the Executive Director or his agents.
- d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- e) Discharge of the following pollutants either directly or indirectly into any District sewer or drain in concentrations greater than the total specified below as measured at the source of discharge is prohibited:

	<u>Concentration (mg/l)</u>
1. Aluminum	0
2. Arsenic	0.05
3. Barium	5.0
4. Boron	5.0
5. Cadmium	0.1
6. Chromium, Total	1.0
Hexavalent	0.1
7. Copper	1.0
8. Cyanide, Total	0.65
9. -----	
10. -----	
11. Lead	0.1
12. Magnesium	100.0
13. Manganese	5.0
14. Mercury	0.01
15. Nickel	1.0
17. Silver	0.1
18. -----	
19. Tin	2.0
20. Zinc	1.0

- f) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations that exceed limits which may be established by the Executive Director as

- necessary, after treatment of the composite sewage, to meet the requirements of State, Federal, or other public agencies having jurisdiction over such discharge to the receiving waters.
- g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Executive Director in compliance with applicable State or Federal regulations.
 - h) Materials which exert or cause:
 - 1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - 2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - 3) Unusual biochemical oxygen demand (B.O.D.), chemical oxygen demand (C.O.D.), or chlorine demand in such quantities as to constitute a significant load and/or harmful effect on the sewerage system including the District's wastewater treatment plant.
 - 4) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
 - 5) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits in applicable State or Federal regulations.
 - i) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to the treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
4. If any waters or wastes are discharged, or are proposed to be discharged to any public sanitary sewer served by The District, which waters contain the substances or possess the characteristics enumerated in Section II-a (3) above and which in the judgment of the Executive Director, may have deleterious effect upon the District's wastewater treatment facility's operations, processes, equipment, or receiving waters, or which otherwise may create a hazard to life or constitute a public nuisance, the Executive Director may:
- a) Reject the wastes;
 - b) Require pretreatment to an acceptable condition for discharge to the public sanitary sewers;
 - c) Require control over the quantities and rates of discharge; and/or
 - d) Require payment to cover the added cost of handling and treatment of the wastes by the person or municipality. If the Executive Director permits the pretreatment or equalization of waste flows, the design and installation of the plants

and equipment shall be subject to the requirements of all applicable codes, ordinances, and laws.

In determining whether any waste discharged or proposed to be discharged into any public sewer or drain is to be excluded under these Rules and Regulations, consideration shall be given to the quantity, rate and manner of discharge, dilution and character of the waste in question, and other pertinent facts. Minute quantities of a waste which would be objectionable in larger quantities may be permitted if sufficiently diluted when and as discharged, or if the quantity discharged is very small in comparison to the receiving sewer or drain and the flow therein at the time of discharge, upon specific permission from the Executive Director; but any permission to discharge minute quantities of an otherwise excluded waste shall be revocable at any time by said Executive Director or his successor.

5. No person shall discharge into any public sanitary sewer served by The District any industrial or commercial waters or wastes without obtaining an appropriate pre-treatment permit from the Connecticut Department of Energy and Environmental Protection pursuant to 22 a – 430 b of the Connecticut General Statutes prior to discharge of said waters or wastes to the District's sewerage system, or any wastewater discharges in excess of 1,000 gallons per day without obtaining the Connecticut Department of Energy and Environmental Protection General Permit for Miscellaneous Discharges of Sewer Compatible Wastewater.

Section II-b Accidental Discharge

Within five (5) days following an accidental discharge, the user shall submit to the Executive Director and Commissioner; a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the WPCF, fish kills, aquatic plants, or any other damage to persons or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this ordinance or other applicable law. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employees shall insure that all employees are advised of the emergency notification procedure.

Section II-c Protective Devices

At all premises where wastes or substances specified to be excluded from public sanitary sewers by these rules and regulations are customarily present and liable to be discharged directly or indirectly into any public sanitary sewer served by The District, suitable and sufficient piping layouts, oil or grease traps or separators, screens, sedimentation chambers, diluting devices, storage and regulating treatment cooling or condensing equipment and similar devices or equipment shall be provided, maintained and operated when so designated by the Executive Director or District Board to insure that no waste, substance, liquid, or water required to be excluded from said sewer or drain shall be discharged thereunto in violation of the requirements of these rules and regulations.

1. Grease, oil, and sand traps shall be provided when, in the opinion of the Executive Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such traps shall not be required for private living quarters or dwelling units. All separators shall be of a type and capacity approved by the Commissioner of the Department of Energy and Environmental Protection, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these separators, the Owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal which are subject to review. Any removal and hauling of the collected materials shall be performed by a waste disposal firm which possesses a valid permit from the Commissioner under Section 22 a – 454 (a) of the Connecticut General Statutes, as amended.
2. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
3. When required by the Executive Director, the owner of any property serviced by a building sewer carrying industrial wastes, restaurant wastes, food processing wastes, dental wastes, or any other establishment deemed necessary shall install a suitable control manhole/sampling manhole together with such necessary meters and other appurtenance in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be constructed in accordance with plans approved by the Executive Director. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. In addition, all industries discharging into a public sanitary sewer shall perform such monitoring of their discharge as the Executive Director and/or other duly authorized employees of the District may

reasonably require, including installation, use and maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Executive Director. Such records shall be made available upon request by the Executive Director to other agencies having jurisdiction over discharges to the receiving waters.

Section II-d Sampling Wells, Manholes, Control Manholes, etc.

At premises where any of the substances or wastes prescribed as being or to be excluded from any public sanitary sewer are present and liable to be discharged contrary to the limitation of these rules and regulations, the Executive Director may require that the owner of said premises provide, operate and maintain a sampling well manhole, wells, or control manhole, a flow measuring device as specified by the District, manholes, catch basins or other suitable devices, so that the owner, owners or occupants of said premises and said Executive Director and/or his authorized agents may secure samples of or examine the wastes and waters discharged, directly or indirectly, into said sanitary sewer served by The District and measure the quantities thereof for the purpose of ascertaining the compliance or noncompliance with requirements of these rules and regulations.

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

Section II-e Expense of Operation of Sampling Wells, Manholes and Other Devices

Sampling wells, Manholes and other devices required shall be provided, operated and maintained by the persons in control of the premises, at location designed without expense or cost to said District. Such devices shall be subject to approval of the District.

Section II-f Submission of Plans for Sampling Wells, Manholes and Other Devices

The Executive Director of the District may require that any party applying for a permit to install a new connection to any sanitary sewer served by The District, or to alter or extend an existing connection

shall, in any case where a sampling well, manhole, control manhole, oil or grease trap or separator, screens, diluting device, or similar appurtenance is or may be required, furnish to the Executive Director as part of the application for said permit a plan or satisfactory description of the device and proposed operation thereof. The plan, description, or both, shall become part of the application and the installation of the device in accordance therewith shall be a condition attached to the granting of the permit.

Section II-g Cooling Water, Swimming Pool Wastewater in Sanitary Sewers

No person shall discharge into any public sanitary sewer served by The District any cooling waters or swimming pool wastewater without obtaining the appropriate Connecticut Department of Energy and Environmental Protection General Permit for such discharge. No cooling water, waste swimming pool water, as defined in these rules and regulations, or similar waste waters shall be discharged in such large volume or quantity at one time as, in the opinion of the Executive Director, shall be detrimental to, or impose an undue burden upon the District's equipment and system. No large volume or quantity of such waters shall be discharged at one time without express permission of the Executive Director. Such permission, if granted in any case, shall be revocable by the Executive Director at any time upon notice given.

SECTION III CONNECTIONS TO, AND WORK ON, SEWERS

Section III-a Only Authorized Persons to Touch Sewers

No unauthorized person shall open, uncover, deface or tamper with any manhole, ventilation pipe, meter device or any structure, appurtenance, or equipment which is part of the sewerage system of the District. No person shall insert or place in any such manhole, ventilation pipe, structure, appurtenance, or equipment any object or material which the system was not intended to receive.

Section III-b Alterations to Sewerage System

No person except authorized employees of the District, or of a contractor directly approved by and/or employed by the District, shall make any repairs or alterations to, or excavation upon, relocate, remove, reset, or otherwise perform work upon, any part of the District's sewerage system including but not limited to any land it may own or in which it may have an interest, its sewers, manholes, ventilation pipes, metering devices and appurtenant structures, and equipment without written permission of the District. No such permission shall be granted except upon application therefore to the District in writing.

Section III-c Connections to Sewers

No connections to any District sewer, or appurtenance thereof, and no disconnection or removal of any existing connection, shall be made without the written permission of the District. Application for such

permission shall be submitted to the District only by and in the name of the constituent municipality in which the proposed connection or disconnection is to be made. Where possible, all connections shall be made at existing hub connection locations on the trunk sewer. Such applications shall be accompanied by plans and specifications showing the work intended and providing for, in the case of connections, metering devices and housing for the measurement of flows. Unless express permission is granted by the District, no connection shall be made without the installation of metering devices. The flow metering devices shall be as approved by the Executive Director, installed by the applicant.

No individual house connections shall be permitted.

Section III-d Materials and Workmanship for Sewers, Connections, Etc.

The District may in granting permission establish standards and requirements as to materials, methods, and workmanship to be used in making connections, disconnections, utility crossings under or over existing trunk sewers, any work within the District's trunk sewer right of way, or in performing other similar work which affects any sewer of the District or appurtenances thereof, as well as establish requirements for the furnishing of liability insurance to protect the District and its sewerage system. So far as practicable, depending on location and conditions the requirements established shall be standard and apply throughout the District.

Section III-e Location of Connections to Sewers

Connections to any sewer of the District or the removal or disconnection of any existing connection shall be made only at such points and in such manner as specified by the permission issued by the District. When it is so required, such work shall be done only in the presence of and in the manner directed by the Executive Director or his authorized agent.

Section III-f Supervision and Inspection of Work Being Performed

Unless otherwise specified in writing by the Executive Director, all repairs and alterations to any sewer of the District, any work within the District's right of way, or appurtenance thereof, shall be made under the supervision and inspection of the Executive Director or his authorized agent who shall be afforded every reasonable opportunity to oversee such work, repairs or alterations and to obtain and record the location and other pertinent facts with respect to any work done.

Section III-g Record of Connections

The Executive Director or his authorized agent shall keep a record of all connections made to any District sewer or appurtenance and all repairs and alterations thereto.

Section III-h District to be Reimbursed for Engineering

The District may, in any case where it incurs expense in the design and making of any connection, disconnection, repair or alteration of its sewers, or any work within the District's trunk sewer right of way, require that the constituent or contractual municipality or person benefited by such work reimburse the District for such expense, and such reimbursement may be a condition precedent to the issuance of any permission for such work, or construction, repair or alteration of its sewers.

SECTION IV - INTERPRETATION AND ENFORCEMENT

Section IV-a Interpretation and Administration by Executive Director and District Board

The provisions of these rules and regulations with respect to the meaning of technical terms and phrases, the classification and description of the District's property, the restrictions as to wastes which may be discharged into sewers, the regulations with respect to construction affecting any of the District's property shall be interpreted and administered by the Executive Director and the District Board.

Section IV-b Powers and Authority of Inspectors

The Executive Director and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. While performing the necessary work in private properties referred to above, the Executive Director or duly authorized employees of the District shall observe all safety rules applicable to the premises established by the user. The user shall be held harmless for injury or death to the District employees and against liability claims and demands for personal injury or property damage asserted against the user and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the user to maintain safe conditions.

Section IV-c Appeal Procedure

Any municipality or person who is aggrieved by the interpretation or administration of these rules and regulations may appeal to the District Board. Any such appeal shall be in writing addressed to the Chairman or Vice Chairman of the District Board setting forth the nature of the appeal in reasonable detail and completeness. The District Board or its designated committee shall promptly consider such appeal and may, if requested, afford all interested parties an opportunity to be heard. Thereafter the District Board shall render its decision and shall promptly notify the appellant of such decision in writing. In reaching its decision the District Board may alter or modify any interpretation, order, or requirement of the Executive

Director in whole or in part. Until altered or modified, however, any interpretation, order, or requirement of the Executive Director shall be observed and remain in full force and effect.

Section IV-d Violation: Interpretation and Correction Thereof

If any person or municipality shall construct, install, alter, repair, make any connection or disconnection, make any excavation, or perform any work which involves any sewer, manhole, ventilation pipe, metering device, structure, equipment, or appurtenances thereof of the District, or any work within the District's right of way in violation of these rules and regulations, or having obtained a permit shall perform all or part of the work specified without affording the Executive Director adequate notice, time, opportunity, and assistance to inspect the work, the Executive Director may in his discretion order or direct the person or municipality who performed the work and/or the owner of the property on which the work was performed or in whose interest the work was performed, to uncover and fully expose any or all of the sewer, manhole, ventilation pipe, metering device, structure, equipment, or other work within the District's right of way, or appurtenances thereof in order to afford the Executive Director adequate opportunity to examine and inspect such work. If such work was or is being performed in violation of these rules and regulations or in violation of the permit requirements or if such work does not meet the Districts standards and requirements as to materials, methods and workmanship, the Executive Director may order and direct such person or municipality and/or the owner of the property to cease work immediately, to remove and eliminate the work done, and to restore the sewer, manhole, ventilation pipe, metering device, structure, equipment, or appurtenances thereof to its original condition, or to make such changes or additions as in the discretion of the Executive Director may be necessary to insure compliance with these rules and regulations, permit requirements, and standards. Any such work which the Executive Director shall order shall be performed by the person or municipality, and/or owner of the property without delay and without expense to the District.

Section IV-e Procedure Upon Failure to Correct Violation

If any person or municipality and/or owner of property, after order and direction from the Executive Director, as provided in the foregoing section of these rules and regulations, fails to comply therewith, the District may perform such remedial or corrective work and the cost and expense thereof shall be charged to the municipality for whom such work was performed.

EXHIBIT C
CALCULATION OF MDC SERVICE CHARGES

A. Capital and Debt Service Charge – Plant Modification, Renovation, Upgrades, Expansion and Replacement

MDC's capital charge will be calculated as follows:

Reserved Plant Share x Cost of Amortizing Replacement Plant Bonds
Including Principal and Interest (Less Any Government Grant-in Aid Received by
Mattabassett)

MDC has a reserve capacity of 1.6 MGD of the total Plant capacity equal to 34.85 MGD. Consequently, MDC's Reserved Plant Share will be 4.59%. The reserve capacity shall remain in effect until 2030 at which time each Charter and Constituent member of Mattabassett along with MDC shall provide and certify an updated guaranteed projected reserve capacity letter upon written request from Mattabassett.

B. Share of Net Operating Costs.

MDC's percentage share of Net Operating Costs will be computed as a ratio of MDC's five (5) year annual Average Daily (based on calendar year) flow up to and including 1.6 MGD to the total plant flow for all flowage. Such costs shall be estimated and paid as one element of the Estimated Service at the beginning of each Contract Year and shall be based on MDC's actual percentage share of Mattabassett's Net Operating Costs in the previous Contract Year. The actual percentage share of such costs shall be determined at the close of each Contract Year and any excess charges resulting from an initial underestimate of the ratio of MDC's flow to total plant flow shall be carried forward as a retroactive charge in the following Contract Year. Any overpayment of charges resulting from an initial overestimate of the ratio of MDC's flow to total plant flow shall be carried forward as a credit towards the estimated charges in the following Contract Year. Amounts chargeable for all MDC flowage exceeding the maximum 1.6 MGD shall be computed at 150% of the charge for treating MDC flowage up to such maximum average. This surcharge shall be computed at the end of each Contract Year and paid promptly in the next Contract Year.

Section IV-f Fine

Any person who violates any of the provisions of these rules and regulations, including any special conditions or safeguards, shall be subject to a fine which shall not exceed ten thousand (\$25,000) dollars for each violation. Upon failure to comply with written notice or order to remove or correct such violation within (5) days of service thereof, by certified mail, addressed to the owner of record at the property such person shall be subject to a fine which shall not exceed twenty-five thousand (\$25,000) dollars for each and every day that such violation shall continue.

Section IV-g Validity of Provisions

If any provision, requirement, or section of these rules and regulations or any interpretation thereof by the Executive Director shall be adjudged invalid or unenforceable by reason of conflict with some other provision hereof, but all other provisions, sections and requirements of these rules and regulations shall be deemed valid and effective and shall remain in full force and effect.

Any conflict between these rules and regulations and the Charter of the Mattabassett District or the Special Acts creating and empowering the District shall be resolved in favor of the Charter or Special Acts.

27 PARK ROAD, WEST HARTFORD ENCROACHMENT AGREEMENT

To: Bureau of Public Works for consideration on January 20, 2021

In a letter dated January 11, 2021, Brian Phillips of Langan CT, Inc., on behalf of Lex-Laz West Hartford, LLC ("Lex-Laz" or "Owner") and the Sisters of St. Joseph Corporation ("SSJC"), the future and current owners respectively of the above-referenced property (the "Property"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing 20-foot sewer interceptor easement situated on the Property for the purpose of constructing and installing site improvements for and in connection with a certain five-story residential redevelopment project known as One Park.

SSJC has entered into a Purchase and Sale Agreement for the Property with Lex-Laz, and anticipates that a closing will occur in the near future. SSJC has given Lex-Laz permission to submit this encroachment permit application for the following described work for such construction and installation of these site improvements that Lex-Laz will undertake on the Property after such closing.

The proposed work entails: (i) clearing and grubbing, grading (up to 4 feet of fill), (ii) removing paving and curbing, (iii) installing new pavement, concrete and granite pavers, sidewalks and curbing (iv) planting small trees and shrubs, (v) adjusting manholes, (vi) and installing light pole bases, 8-inch and 6-inch sanitary sewer laterals, 8-inch roof leaders, a 12-inch RCP storm sewer, and electric and telecom lines, all within such 20-foot easement as shown on the accompanying map (collectively, the "Improvements"). The proposed piping and utilities will be installed above the existing sanitary sewer with a minimum of 3 feet of vertical clearance between this sewer and such piping and utilities. The existing sanitary sewer was built in 1927 and the easement across the Property was conveyed to the Town of West Hartford (MDC's predecessor in interest under this easement) by the SSJC on October 3, 1927, and is recorded in the Town of West Hartford land records in Volume 78 Page 674.

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the sanitary sewer infrastructure as a result.

Lex-Laz has agreed to the following conditions in order to satisfy the District's concerns for protection of the existing sanitary sewer located within the Property and to maintain accessibility along the length of the MDC's 20-foot easement:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the existing sanitary sewer. All heavy construction equipment must be located outside of the limits of the sanitary sewer easement right-of-way ("ROW") when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the existing sanitary sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the existing sanitary sewer caused by any construction, maintenance, repair, replacement or associated activities within the ROW shall be the responsibility of the Owner.

2. No additional permanent improvements, other than the proposed Improvements, shall be located within the ROW.
3. The District reserves the right to remove Improvements within the ROW at any time if so required for maintenance, repair or replacement of the sanitary sewer. Owner shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within the ROW, including any such costs incurred by the District.
4. In the event of a sewer emergency caused by the proposed excavation described above, the Owner shall provide, install, operate and remove, at the Owner's expense, an appropriately sized bypass pump and appurtenances.
5. An MDC inspector must be on the job site whenever work is being performed within the ROW, and Owner shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards and 48-hours advance notice must be given to the District prior to commencing any such activities within the ROW.
6. The Owner shall perform a CCTV inspection, witnessed by an MDC inspector, of the existing sanitary sewer in the areas of the construction upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purposes of assessing the post activity condition of the sanitary sewer.
7. The Owner shall maintain the District's standard form of insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain in force and effect during the performance of any work with in the ROW.

Staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between Lex-Laz and MDC, following the completion of the sale of the Property to Lex-Laz, whereby Lex-Laz becomes the fee owner of the Property, and consistent with current practice involving similar requests, and filed on the Town of West Hartford Land Records.

It is RECOMMENDED that it be

VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Lex-Laz West Hartford, LLC to encroach upon the existing 20-foot sanitary sewer easement situated in the Property in order to: (i) perform the work for the Improvements in

connection with the planned redevelopment of the Property as shown on plans submitted by Langan CT Inc, One Park, 27 Park Road, West Hartford CT 06119, Construction Drawings, Sheets CS101, CG101, CU101 & LP101 and (ii) maintain, repair and replace such Improvements, provided that the District shall not be held liable for any cost or damage of any kind from the present and in the following years as a result of any encroachment authorized hereby, and further provided that such agreement shall not be effective until fully executed by The Metropolitan District and Lex-Laz West Hartford, LLC, and recorded on the West Hartford land records. In the event that: (i) such full execution and recording does not occur within three (3) months of the completion of the sale of the Property to Lex-Laz, or (ii) such sale does not occur within one (1) year from the date of this resolution, then such resolution shall be null and void, and of no further force and effect.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott W. Jellison", written in a cursive style.

Scott W. Jellison
Chief Executive Officer

11 January 2021

Mr. Michael Curley, Manager of Technical Services
The Metropolitan District
Engineering & Planning
555 Main Street
P.O. Box 800
Hartford, CT 06142-0800

**RE: One Park Encroachment Permit Request
27 Park Rd.
West Hartford, Connecticut
Langan Project No. 140184201**

Dear Mr. Curley:

On behalf of Lex-Laz West Hartford, LLC and the Sisters of St. Joseph Corp., we would like to request an encroachment permit for the One Park proposed residential development at 27 Park Rd. in West Hartford, CT. There currently exists a 20-foot wide sanitary sewer easement which runs roughly east-west through the center portion of the property and north-south through the northwest portion of the property. Our proposed site improvements within this easement will require an encroachment permit from the MDC.

The development will be constructed in multiple phases anticipated to begin in February 2020. Construction activities within the MDC easement will include:

- Clearing and grubbing
- Earth moving (excavation and fill)
- Removal of existing site features including bituminous concrete parking areas and curbs
- Installation of utility and stormwater system infrastructure
- Installation of bituminous concrete drive aisles, parking areas, concrete and granite curbing, concrete and granite pavers, and concrete walkways
- Installation of small trees and shrubs
- Installation of light pole bases

Detailed plans for all proposed construction within the MDC easement are enclosed with this letter.


Please consider this a formal request for a permanent encroachment permit to develop the One Park proposed improvements within the MDC easement.

If you have any questions, please don't hesitate to contact me at bphillips@langan.com or (203) 784-3026.

Sincerely,
Langan CT, Inc.



Brian Phillips, P.E.
Project Engineer
Langan



Martin Kenny
President & Principal
Lex-Laz West Hartford, LLC

cc: Drew Nelli – InnoConn Construction Management
Martin Kenny – Lex-Laz West Hartford, LLC

\\Langan.com\data\NH\data2\140184201\Project Data\Discipline\Site Civil\Permit Apps\MDC Encroachment Permit\2021-01-11 Encroachment Permit Letter.doc



*Administrative Offices
650 Willard Avenue
Newington, CT 06119
860-231-8678*

January 6, 2021

Mr. Michael Curley, Manager of Technical Services
The Metropolitan District
Engineering & Planning
555 Main Street
P.O. Box 800
Hartford, CT 06142-0800

**Re: MDC Encroachment Permit Letter
27 Park Road, West Hartford, CT**

Dear Mr. Mikloiche:

The Sisters of St. Joseph Corporation ("Seller") have entered into a Purchase and Sale Agreement with Lex-Laz West Hartford, LLC ("Buyer") concerning property located at 27 Park Road, West Hartford, Connecticut (the "Property"). The Seller and the Buyer anticipate that a closing will occur in the near future. The Seller has given the Buyer permission to submit an encroachment permit application to The Metropolitan District for work it will undertake in sections of the Property post-closing.

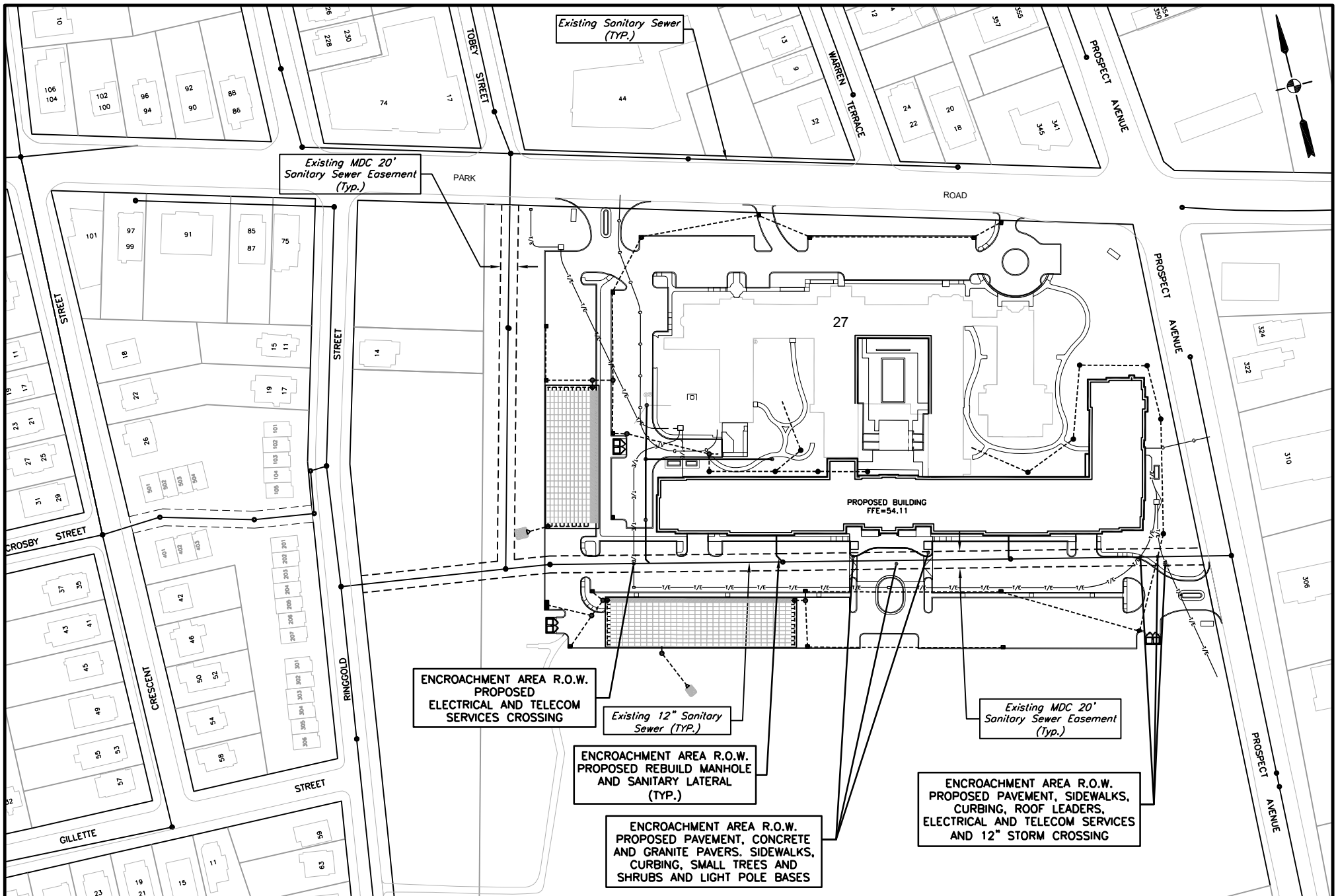
Sincerely,

The Sisters of St. Joseph Corporation

By: Barbara Mullen, C.S.J.
Barbara Mullen, C.S.J.
Its President

cc:

Martin J. Kenny



ONE PARK
27 PARK ROAD

WEST HARTFORD

F:\Towns\WestHartford\Sewer\ParkRd\OnePark-Ecmt.dwg
Latest Revision: 1/13/21

TO ILLUSTRATE SANITARY SEWER
EASEMENT ENCROACHMENT