

**BUREAU OF PUBLIC WORKS
REGULAR MEETING**

555 Main Street, Hartford
Wednesday, June 9, 2021

Present: Commissioners Andrew Adil, John Avedisian, Richard Bush, Donald Currey, David Drake, James Healy, Allen Hoffman, Byron Lester, Dominic Pane, Raymond Sweezy, Alvin Taylor, Calixto Torres, and Richard W. Vicino (13)

Absent: Commissioners Maureen Magnan, Alphonse Marotta, Bhupen Patel, James Woulfe and District Chairman William DiBella (5)

Also

Present: Commissioner Jacqueline Mandyck
Scott W. Jellison, Chief Executive Officer
Christopher Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Christopher Levesque, Chief Operating Officer
Kelly Shane, Chief Administrative Officer
Sue Negrelli, Director of Engineering
Tom Tyler, Director of Facilities
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Carrie Blardo, Assistant to the Chief Operating Officer
Victoria S. Escoriza, Executive Assistant
Julie Price, Professional Level Associate
David Silverstone, Independent Consumer Advocate

CALL TO ORDER

The meeting was called to order by Chairman Vicino at 5:12 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner Adil and duly seconded, the meeting minutes of April 27, 2021 were approved.

712 CEDAR STREET, NEWINGTON ENCROACHMENT AGREEMENT

To: Bureau of Public Works for consideration on June 9, 2021

In a letter dated May 5, 2021, Rod Szwelicki of Vanasse Hangen Brustlin, Inc., on behalf of Gold Coast Properties CT1, LLC, ("Gold Coast" or "Owner") and Fenn Road Associates, LLC, ("Fenn Road Associates") 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 twenty-foot-wide (20') sewer easement situated on the Property (the "Easement") for the purpose of constructing and installing site improvements for and in connection with a proposed hotel development project. This new encroachment is in addition to the previously approved sanitary sewer lateral, gas service and water service encroachments, which were approved by the BPW at a meeting held on March 10, 2021, as shown on the attached map (the "Map").

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

The proposed work entails: installing electrical and telecommunication lines within the Easement as shown on the Map (collectively, the "Improvements"). The proposed lines will be installed with minimal earthwork above the MDC's existing eight-inch (8") PVC sanitary sewer and its appurtenances situated within the Easement (collectively, the "Sewer") with a minimum of two feet (2') of vertical clearance between this Sewer and such lines, and the grades will not change. Eversource will require a fifteen-foot-wide (15') easement (centered on these lines) which will overlap perpendicularly with the Easement (the "Eversource Easement"). The Sewer was built in 1994 and the Easement was acquired by the MDC through the MDC Capital Improvement Project known as "724 Cedar Street, Newington" and filed on the Newington land records in Volume 986, at Page 71.

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

Gold Coast has agreed to the following conditions in order to satisfy the District's concerns for protection of the Sewer and to maintain accessibility along the length of the 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 Sewer. All heavy construction equipment must be located outside of the limits of the 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 Sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer caused by any construction, maintenance, repair, replacement or associated activities by or on

behalf of Owner for or in connection with the Improvements 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 Sewer or any part thereof. 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 forty-eight (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 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 Sewer.
7. The Owner shall maintain the District's standard form of requisite 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.
8. Notwithstanding any provision of the Eversource Easement, the terms and conditions of the encroachment agreement authorized in the resolution below shall control and prevail with respect to the ROW, and any work or activities conducted by or on behalf of Eversource therein.

Staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between Gold Coast and MDC, following the completion of the sale of the Property to Gold Coast, whereby Gold Coast becomes the fee owner of the Property, and consistent with current practice involving similar requests, and filed on the Town of Newington land records.

It is RECOMMENDED that it be

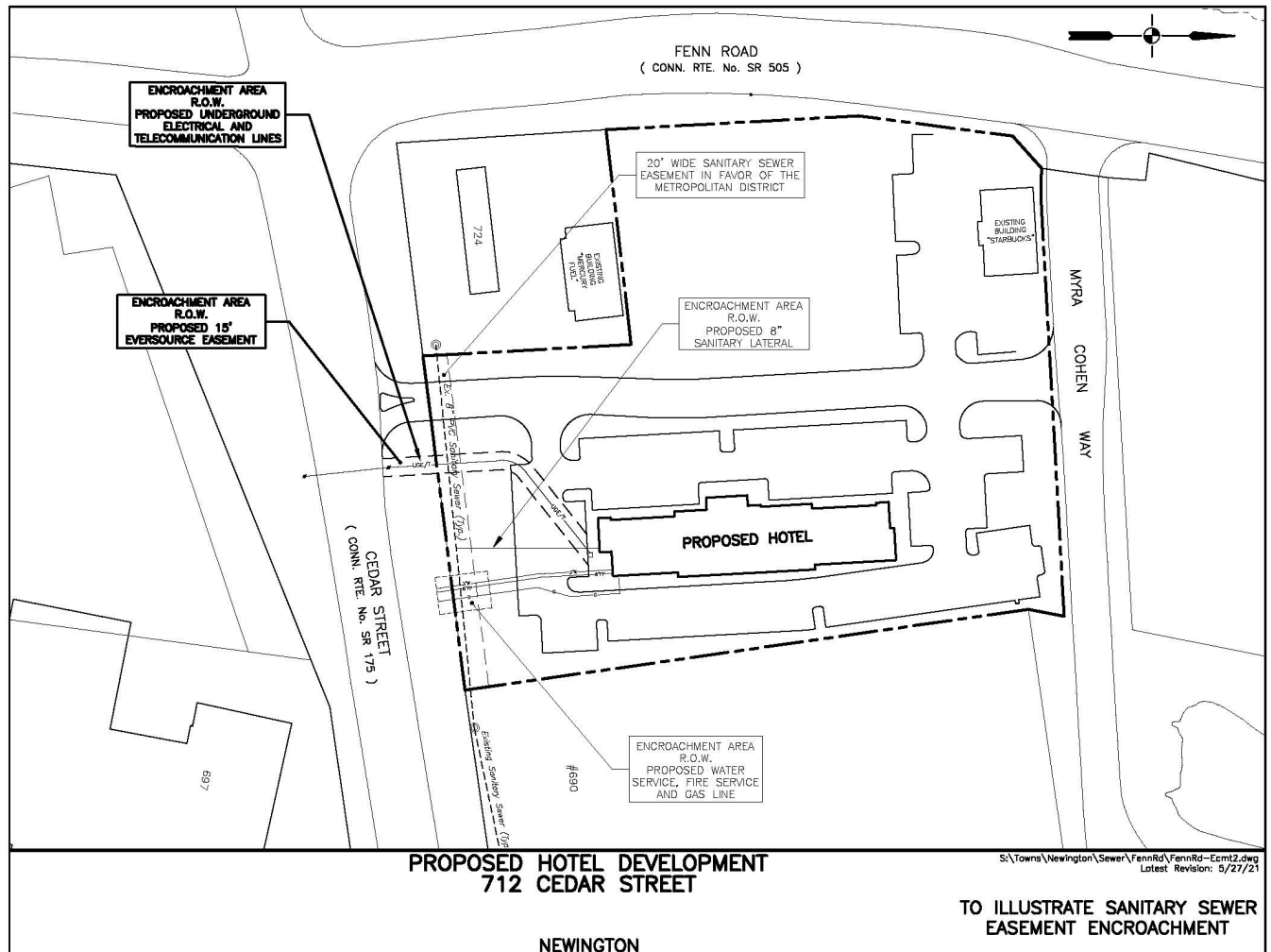
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

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 Gold Coast Properties CT1, LLC to encroach upon the MDC's existing twenty-foot-wide (20') sanitary sewer easement situated on 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 VHB, Proposed Hotel Development, Fenn Road & Cedar Street, Newington, Connecticut, Utility Plan C-4 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 Gold Coast Properties CT1, LLC, and recorded on the Newington 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 Gold Coast Properties CT1, LLC, 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,



Scott W. Jellison
Chief Executive Officer





May 5, 2021

Ref: 42690.00

Michael Curley, P.E.
Manager of Technical Services
The Metropolitan District
555 Main Street
P.O. Box 880
Hartford, Connecticut 06142-0800

Re: Easement Encroachment Permit - Electrical - Proposed Hotel, Cedar Street & Fenn Road, Newington, CT

Mr. Curley,

VHB, on behalf of Gold Coast Properties CT1, LLC is requesting approval to allow an electrical routing encroachment through the MDC Sanitary Sewer Easement for the proposed hotel development at Cedar Street and Fenn Road in Newington, Connecticut (Assessors MBL: 13/02/00).

There is an existing 20-foot wide sanitary sewer easement in favor of the Metropolitan District (Volume 986 Page 71; Exception No. 11; Map Reference #6) located along the entire Cedar Street frontage. Existing utilities within the easement include: an 8" PVC sanitary sewer main and a fire hydrant with waterline connection. The western portion of the easement is flat and eastern portion of the land within the easement is graded at a slope of approximately 3.5:1. Layout features include existing pavement, curbing, and a guardrail along the bottom of the eastern slope. Existing features are shown on the Alta survey Sv-1 dated October 30, 2020 prepared by VHB (included in the plan set previously submitted for reference).

As previously outlined in the approved encroachment agreement the new hotel building is proposed to connect a new fire and domestic water line (New Britain Water), gas line (CNG), and an 8" sanitary sewer line (MDC) to the respective mains in Cedar Street. VHB is proposing an additional approval for the Eversource electrical routing that is shown in the attached revised Utility Plan. Ongoing coordination with Eversource has confirmed the need for two (2) new utility poles along Cedar Street to support the Hotel. Underground electric and telecommunication lines are proposed from the new pole on the northern side of Cedar Street. Both services are proposed to cross almost perpendicularly through the MDC easement, (crossing the existing 8" PVC sanitary line and 12" HDPE line that currently run parallel within the easement). In addition, Eversource will require a 15' easement (centered on the electrical routing) which will overlap perpendicularly with the existing MDC easement area (not shown on plan).

To finalize the electrical design, we are requesting approval from the District Board for permission to do the above said work within the utility easement.

Engineers | Scientists | Planners | Designers

100 Great Meadow Road
Wethersfield, Connecticut 06109
P 860.807.4300
F 860.372.4570

Michael Curley, P.E.
Ref: 42690.00
May 5, 2021
Page 2



The following items are included to support Permit request:

- Revised C-4 "Utility Plan" for the 'Proposed Hotel Development' dated December 28, 2020, revised through May 5, 2021.

In addition, the contact information for the project client and their attorney are listed below:

Client:

Aaron A. Packard
Director of Development
apackard@goldcoastpremier.com
Tel: (786) 701-3584 | Cell: (316) 644-0260

Gold Coast Properties CT1, LLC
16155 SW 117th Ave, Unit B2
Miami, Florida 33177

Attorney:

Robin Messier Pearson
Alter & Pearson, LLC
rpearson@alterpearson.com
Tel: (860) 652-4042

If you have any additional questions, comments, or concerns, please do not hesitate to contact me at 860-807-4322.

Sincerely,
Vanasse Hangen Brustlin, Inc.

A handwritten signature in blue ink, appearing to read "R. Szwelicki", is placed over a rectangular area.

Rod Szwelicki, PE

On motion made by Commissioner Pane and duly seconded, the report was received and resolution adopted by unanimous vote of those present.

**SCOTT DRIVE, BLOOMFIELD
ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on June 9, 2021

In a letter dated March 25, 2021, John Serdechny, on behalf of Eversource Energy ("Eversource" or "Owner"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach on the MDC's existing twenty-foot-wide (20') sewer easement situated on private lands owned by Eversource, located off of Scott Drive in Bloomfield, Connecticut and identified as MBL: 128-4-11-14 on the Town of Bloomfield, Connecticut Assessment Parcel Map (the "Property," and such easement is hereinafter referred to as the "Easement"), for the purpose of replacing a primary electric cable which is required to maintain the integrity of the electrical system in this area.

The proposed work entails the installation of a 3-inch electrical conduit as shown on the accompanying map, excavation and fill, and limited roadway paving (collectively, the "Improvements"). The proposed conduit will be installed thirty inches (30") deep using directional boring with minimal earthwork above the MDC's existing eight inch (8") clay tile sanitary sewer and its appurtenances situated within the Easement (collectively, the "Sewer Line") with a minimum of two and half feet (2.5") of vertical clearance between the Sewer Line and such conduit and limited roadway repaving. The Sewer Line was built in 1958 and the Easement across the Property was acquired by the MDC through the MDC Capital Improvement Project known as "Turkey Hill Area North, Bloomfield" and filed on the Bloomfield land records in Volume 80, at Page 28.

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

Eversource has agreed to the following conditions in order to satisfy the District's concerns for protection of the Sewer Line and to maintain accessibility along the length of the 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 Sewer Line. All heavy construction equipment must be located outside of the limits of the 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 Sewer Line shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer Line caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of Owner for or in connection with the Improvements 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 Sewer Line or any part thereof. 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 forty-eight (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 Sewer Line 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 Sewer Line.
7. The Owner shall maintain the District's standard form of requisite 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 Eversource and MDC, and consistent with current practice involving similar requests, and filed on the Town of Bloomfield 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:

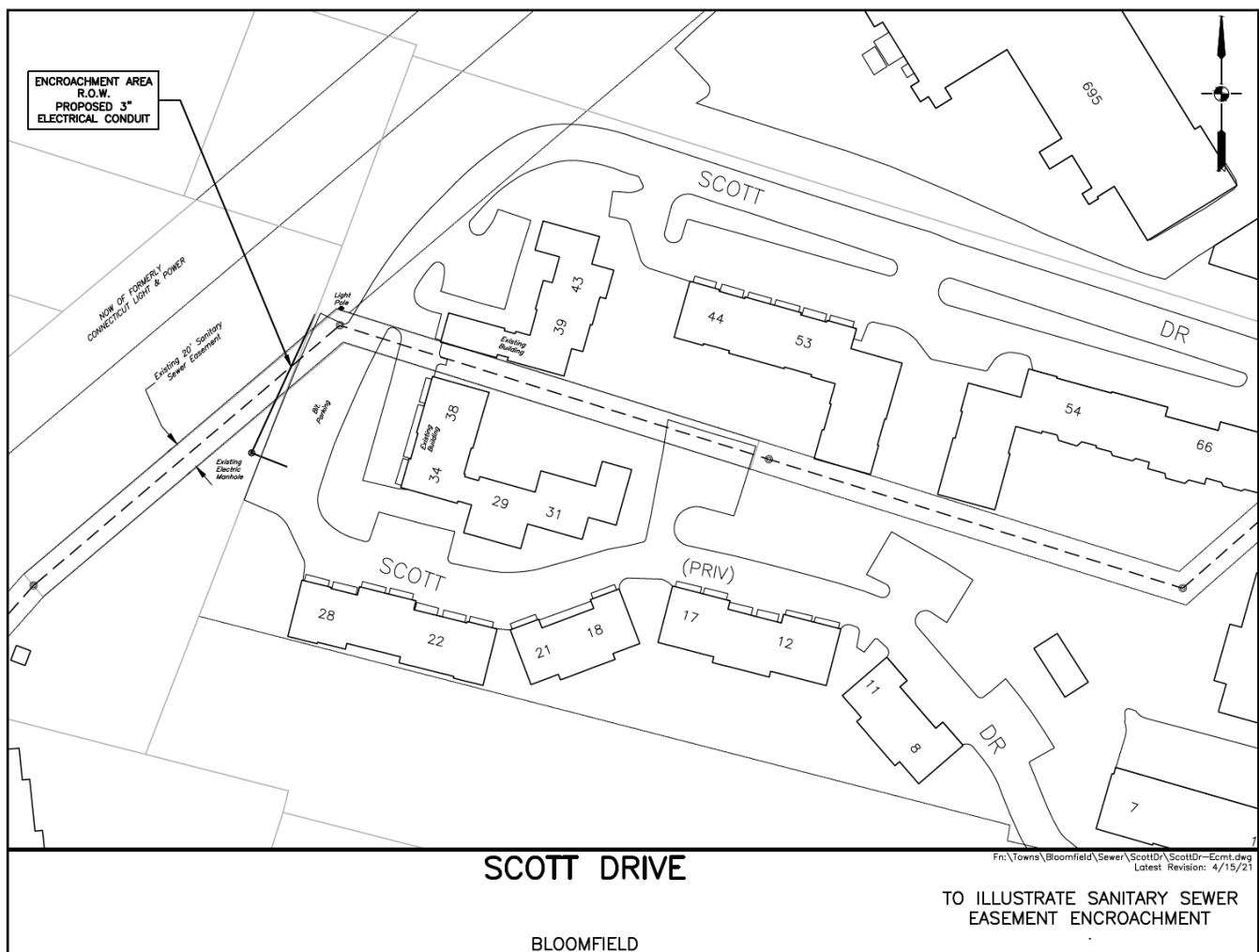
RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Eversource Energy to encroach upon the MDC's existing twenty-foot-wide (20') sanitary sewer easement situated on the Property in order to: (i) perform

the work for the Improvements as shown on the plan submitted by Eversource 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 Eversource, and recorded on the Bloomfield land records. In the event that such full execution and recording does not occur within three (3) months from the date of passage of this resolution, then it shall be null and void, and of no further force and effect.

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer





410 Sheldon St
Hartford, CT 06106
860-280-2038

John.Serdechny@Eversource.com

March 25, 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 Request for
Scott Drive Bloomfield, CT

Dear Mr. Curley,

On behalf of Eversource Energy, I would like to request an encroachment permit for Scott Drive in Bloomfield, CT. We will need to replace primary electric cable on Scott Drive which will infringe on your 20 foot sanitary easement located on the west side of the property as depicted in the detailed construction plans enclosed with this letter. This construction is required to maintain the integrity of the electrical system in this area. The construction activity in the vicinity of this sanitary easement will comprise of directional boring by a qualified contractor to install conduit and primary cable as well as the possibility of earth moving (Excavation and fill) as well as limited roadway repaving.

Please consider this a formal request for a permanent encroachment permit to permanently install our primary cable within the MDC easement.

If you need to discuss this application submittal in more detail please contact me via email at john.serdechny@Eversource.com or you may call me at -860-280-2038.

Sincerely,

John Serdechny
Field Engineering Design
Eversource

On motion made by Commissioner Adil and duly seconded, the report was received and resolution adopted by unanimous vote of those present.

5, 7 & 9 TUNXIS AVENUE, BLOOMFIELD ENCROACHMENT AGREEMENT

To: The Bureau of Public Works for consideration on June 9, 2021

In a letter dated February 17, 2021, John Liddon of Kleinfelder, Inc., on behalf of ExxonMobil Environmental and Property Solutions Company ("ExxonMobil"), has requested permission from The Metropolitan District ("MDC" or "District") to encroach upon a certain part of an existing twenty-foot-wide (20') sanitary sewer right-of-way, known as the Bloomfield Trunk Sewer, east of the Wash Brook and west of Tunxis Avenue, located on certain real properties known as 7 & 9 Tunxis Avenue in Bloomfield, Connecticut (the "Easement," and such properties are hereinafter collectively referred to as the "Properties"). Because certain soils and groundwater below the surface of the Properties have been identified as being contaminated with petroleum hydrocarbons above applicable standards established by the Connecticut Department of Energy and Environmental Protection ("CTDEEP"), the proposed encroachment will allow ExxonMobil to perform remedial excavation of soils and groundwater in areas within the Easement, as shown on the accompanying map, pursuant to a Voluntary Remediation Program under Connecticut General Statutes §22a-133x (the "Program").

The Properties are comprised of two (2) separate parcels, 7 Tunxis Avenue, formerly part of two (2) parcels (5&7 Tunxis Avenue) and formerly occupied by a Mobil Service Station, and 9 Tunxis Avenue, formerly occupied by Bloomfield Hardware. The Properties are currently owned by RBS Realty Enterprise, LLC ("RBS") (7 Tunxis Avenue) and Naro Family Limited Partnership ("Naro") (9 Tunxis Avenue).

A separate encroachment agreement, approved by the Board at its December 7, 2020, meeting, was executed between the Naro, RBS and MDC, to allow improvements to be constructed within the Easement in conjunction with the commercial redevelopment of 5-9 Tunxis Avenue. These improvement activities are currently in progress.

The proposed work by ExxonMobil entails clearing and grubbing, excavation and backfilling, dewatering, and placement of topsoil and plantings (collectively, the "Improvements"). Excavation will terminate at approximately three feet (3') above the top of the existing twenty-four-inch (24") reinforced concrete trunk sewer and its appurtenances situated within the Easement (collectively, the "Sewer"). The contaminated soils excavated will be dewatered and removed from the site. Sedimentation and erosion controls will be implemented in accordance with the CTDEEP General Permit. The open excavation will be filled with clean gravel and topsoil, and grades will be matched with the proposed grading for the redeveloped site. The resulting finished grade change does not adversely affect the structural integrity of the Sewer.

Since some contamination on the Properties will remain in place and not be removed pursuant the above described remediation to be undertaken by ExxonMobil in accordance with the Program, an Environmental Land Use Restriction ("ELUR") is required to be filed on the Bloomfield land records to ensure that any disturbance of these remaining soils and groundwater is performed with prior written notice to CTDEEP and in accordance with proper soil and groundwater management practices and restrictions set forth in the ELUR.

RBS, Naro and ExxonMobil, through its agent Kleinfelder, Inc., have agreed to the following conditions in order to satisfy the District's concerns for protection of and access to the Sewer located within the Properties, and to maintain accessibility along the length of the Easement thereon.

1. Care must be taken during the construction of the work for the Improvements not to disturb the Sewer. All heavy construction equipment must be located outside of the limits of the Easement (the "Easement Area") when not in use. Any earth moving equipment that will be utilized on the Easement Area over and adjacent to the Sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer caused by any construction or associated activities within the Easement Area by or on behalf of ExxonMobil shall be the responsibility of ExxonMobil.
2. No additional permanent improvements, other than the proposed Improvements, shall be located within the Easement Area.
3. The District reserves the right to remove Improvements within the Easement Area at any time if so required for maintenance, repair or replacement of the Sewer or any part thereof, and will backfill the excavation, restore to grade, compact and patch pavement as necessary. ExxonMobil shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within the Easement Area.
4. In the event of a sewer emergency caused by the proposed excavation described above, ExxonMobil shall provide, install, operate and remove, at ExxonMobil'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 Easement Area, at the expense of ExxonMobil. Any construction of the Improvements as well as any construction, maintenance, repair or replacement of the Improvements shall conform to District standards and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the Easement Area.
6. ExxonMobil shall perform a CCTV inspection, witnessed by an MDC inspector, of the 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 Sewer.
7. ExxonMobil shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which shall remain in force and effect during the performance of any work with in the Easement Area.

8. ExxonMobil shall reimburse the District for all costs incurred by the District and associated with the installation of protective measures for the Sewer, including but not limited to the installation of approximately four hundred linear feet (400') of interior pipe liner (manhole to manhole) between Mountain Avenue (CT 178) and the next upstream manhole to enhance the structural integrity of the Sewer, prolong necessary pipe repairs thereto, and to limit potential disturbance of contaminated soils exceeding CTDEEP Direct Exposure Criteria within the Easement Area.

District staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between RBS, Naro and ExxonMobil and The Metropolitan District, consistent with current practice involving similar requests.

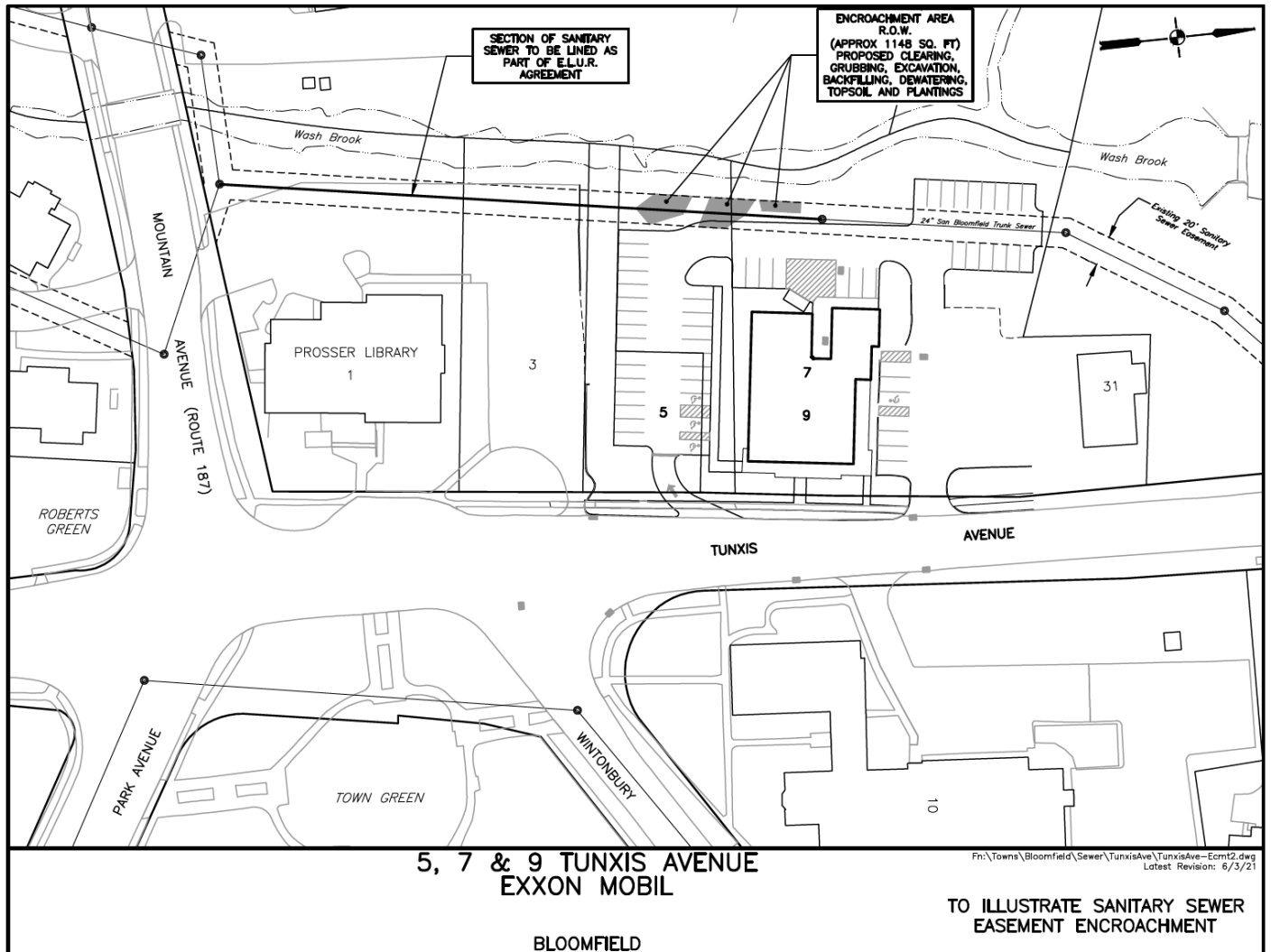
It is RECOMMENDED that it be

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 with RBS, Naro and ExxonMobil, subject to approval of form and content by District Counsel, granting permission to ExxonMobil Environmental and Property Solutions Company (ExxonMobil) to encroach upon the existing twenty-foot-wide (20') sanitary trunk sewer easement off of Tunxis Avenue in private lands, in Bloomfield, Connecticut, for the purpose of ExxonMobil performing the planned remediation of the property as shown on plans submitted by Kleinfelder, Inc., entitled "Excavation Plans Prepared by Kleinfelder Former Mobil Service Station No. 01-EPF 5 & 7 Tunxis Avenue Bloomfield, Connecticut, Sheets 1 through 5" dated 2/10/21, provided that the District shall not be held liable for any cost of damage of any kind in the following years as a result of the encroachment, and further provided that such agreement shall not be effective until fully executed by The Metropolitan District, RBS, Naro and ExxonMobil, and recorded on the Bloomfield Land Records, with The Metropolitan District's execution of such agreement being subject to and contingent upon the full execution of the ELUR Agreement (as hereinafter defined). In the event that such full execution and recording does not occur within three (3) months of the date of this resolution, then such resolution shall be null and void, and of no further force and effect.

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement with RBS, Naro and ExxonMobil and any other necessary parties regarding the ELUR on the Properties, which agreement shall include: (a) a provision requiring the District to be reimbursed for (i) the costs for the installation of the pipe liner set forth in Condition #8 above, and (ii) any and all costs incurred by the District in complying with the ELUR; and (b) any other terms and conditions deemed by the District Counsel to be acceptable and in the best interests of the District ("ELUR Agreement").

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer



February 17, 2021

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

Re: TEMPORARY SEWER EASEMENT ENCROACHMENT PERMIT REQUEST

Former Mobil Service Station No. 01-EPF
5, 7 & 9 Tunxis Avenue
Bloomfield, CT 06002

Dear Mr. Curley,

Kleinfelder, Inc. (Kleinfelder), on behalf of ExxonMobil Environmental and Property Solutions Company (ExxonMobil), is requesting an encroachment permit for the remedial excavation of soils within the 20-foot-wide MDC sewer easement at 7 & 9 Tunxis Avenue. This remedial excavation project area includes isolated areas along an approximately 130-foot-long section of the MDC easement on 7 Tunxis Avenue and the southern section of 9 Tunxis Avenue in Bloomfield, Connecticut, as identified in the accompanying drawings.

The subject property comprises of two individual parcels, one designated as 7 Tunxis Avenue and one as 9 Tunxis Avenue. The 7 Tunxis Avenue parcel was formerly part of two parcels (5 & 7 Tunxis Avenue) that made up the former Mobil Service Station No. 01-EPF. The 9 Tunxis Avenue parcel is an adjacent off-site property formerly operated as Bloomfield Hardware. These properties are currently owned by Naro Family Limited Partnership (9 Tunxis Avenue) and RBS Realty Enterprises, LLC (7 Tunxis Avenue).

The excavation is the selected remedy to address residual petroleum impacts to soil at the site for the purposes of complying with the Connecticut Department of Energy and Environmental Protection (DEEP) Remediation Standard Regulations (RSRs). Soil impacts have been fully characterized and a conceptual site model has been developed, suggesting that these residual impacts are the result of historic releases from a former fuel oil underground storage tank (UST) servicing the former Bloomfield Hardware building on 9 Tunxis Avenue; a former fuel oil UST servicing the former Mobil service station building on 5 & 7 Tunxis Avenue; and possible surface releases from the parking lot of the former Mobil service station. Remedial excavation activities proposed within the MDC easement will include:

- Clearing and grubbing
- Earth moving (excavation and backfilling)
- Dewatering (as necessary)
- Placement of topsoil and plantings (according to approved Town of Bloomfield Inland Wetlands permit)



Polluted soils will be temporarily stockpiled on-site pending subsequent loading into trucks for off-site disposal at a Federal and State permitted disposal facility.

Sediment and erosion controls will be used to prevent sediment migration. Erosion controls will be used surrounding the excavation area; on and around stormwater catch basins; and surrounding stockpiles in accordance with Connecticut DEEP General Permit for Stormwater and Dewatering Wastewaters from Construction Activities, the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, and as detailed in the accompanying drawings.

Redevelopment activities at the subject properties are in progress. As part of the redevelopment J.R. Russo & Associates, LLC on behalf of Naro Family Limited Partnership and RBS Realty Enterprises, LLC have obtained approval from the MDC to reduce the grade in a portion of the MDC easement by removing fill material, within the remedial excavation work area. The accompanying plans incorporate the approved J.R. Russo plans, dated 10/21/20, to match the reduced grade during restoration activities.

This proposed work is planned to terminate the remedial excavation at an elevation approximately 3 feet above the top of the 24-inch reinforced concrete pipe (RCP). Restoration will include backfilling to elevations that range from current grade to the south of the excavation area (approximately elevation 118') to the north side of the excavation area (approximately elevation 112') matching the property owners redevelopment planned grade, and gradually dipping down toward Wash Brook (approximately elevation 106') as depicted in the accompanying drawings. These proposed restoration grade elevations represent an approximate soil cover of 12' to 9' over the sewer pipe. Restoration will be completed with slope stabilizing plantings in accordance with the Town of Bloomfield Inland Wetlands and Watercourse permit regulations.

All work completed will, at all times, consider the safety of personnel and utility infrastructure, including, but not limited to the 24-inch RCP sewer pipe, as detailed in the accompanying drawings.

Sincerely,
Kleinfelder, Inc.

John Liddon, LEP
Project Professional

cc: E&PS (electronic file)

On motion made by Commissioner Adil and duly seconded, the report was received and resolution adopted by unanimous vote of those present.

UPDATE ON TUNNEL AND DRB

Susan Negrelli, Director of Engineering, gave an update on the Tunnel and Dispute Resolution Board.

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

ADJOURNMENT

The meeting was adjourned at 5:50 PM

ATTEST:

John S. Mirtle
District Clerk

Date of Approval