



The Metropolitan District
water supply · environmental services · geographic information

**DISTRICT BOARD
555 MAIN STREET, HARTFORD, CT
REGULAR MEETING
MONDAY, APRIL 4, 2022 5:30 PM**

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.

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

1. MEETING CALLED TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MEETING MINUTES OF MARCH 7, 2022
5. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
6. REPORT FROM DISTRICT CHAIRMAN
7. REPORT FROM CHIEF EXECUTIVE OFFICER
8. REPORT FROM DISTRICT COUNSEL
9. REPORT RE: APPOINTMENT OF COMMISSIONERS TO ETHICS ADVISORY BOARD
10. BOARD OF FINANCE -
 - A. CONSIDERATION AND POTENTIAL ACTION RE: WICKHAM HILL DWSRF 2022-7102 (April 4, 2022)
 - B. REFERRAL TO BOARD OF FINANCE RE: 2022 OPEB FUNDING
11. BUREAU OF PUBLIC WORKS - CONSIDERATION AND POTENTIAL ACTION RE:
 - A. 249-257 SILVER LANE ENCROACHMENT (March 17, 2022)
 - B. ACCEPTANCE OF SEWERS DPA (March 17, 2022)
12. CONSIDERATION AND POTENTIAL ACTION RE: PROPOSED AMENDMENT TO SENATE BILL 322
13. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
14. COMMISSIONER COMMENTS & QUESTIONS
15. OTHER BUSINESS
16. ADJOURNMENT

**BOARD OF FINANCE
DWSRF 2022-7102**

To: District Board

April 4, 2022

From: Board of Finance

At a meeting of the Board of Finance on April 4, 2022, it was:

Voted: That the Board of Finance recommends to the District Board passage of the following resolution:

RESOLVED:

Section 1. The Chairman, or in his absence, the Vice-Chairman, and the District Treasurer, or in his absence, the Deputy Treasurer, are authorized to execute and deliver the Project Loan and Subsidy Agreement DWSRF 2022-7102 to be entered into with the State of Connecticut (the "Agreement") and any and all Interim Funding Obligations and Project Loan Obligations for DWSRF 2022-7102 in the aggregate amount not to exceed \$3,217,347.40, to fund the replacement of existing water mains and service connections in the East Hartford Wickham Hill Area. Such Interim Funding Obligations shall be dated as of their date of issue, shall mature within six months of the Scheduled Completion Date, as defined in the Agreement, shall bear interest at a rate of two percent (2.00%) per annum, shall be payable as to principal and interest as provided in the Agreement and, to the extent not paid prior to maturity from The Metropolitan District funds, may be renewed by the issuance of Interim Funding Obligations or Project Loan Obligations, all as provided in the Agreement. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

Section 2. The Project Loan Obligations shall be dated as of their date of issue, shall mature no later than twenty years from the Scheduled Completion Date, shall bear interest at a rate of two percent (2.00%) per annum and shall be payable as to principal and interest as provided in the Agreement.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

**BUREAU OF PUBLIC WORKS
249-257 SILVER LANE, EAST HARTFORD
ENCROACHMENT AGREEMENT**

To: District Board

April 4, 2022

From: Bureau of Public Works

In a letter dated February 9, 2022, James W. Dutton, L.S., of Dutton Associates, LLC, on behalf of Quality Petroleum 3 LLC, the owner 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 sanitary sewer easement, encompassing an existing 8-inch sanitary sewer, situated on the Property ("ROW") for the purpose of constructing and installing site improvements for and in connection with a proposed convenience store and retail gasoline outlet redevelopment project.

The proposed work entails: (i) earth moving (excavation and fill within the easement at a maximum grade change of 12-inches), (ii) excavation of light pole bases for relocation, (iii) installing new bituminous concrete pavement, concrete curbing, concrete slab and landscaping, and (iv) installing electrical conduits and stormwater system infrastructure (12-inch High Density Polyethylene Pipe), 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 six feet of vertical clearance between this sewer and such piping and utilities. The existing sanitary sewer was built in 2005 and the easement across the Property was conveyed to the MDC through a Developer's Permit Agreement entitled "Meadow Lane Farms" and acquired by the MDC through an easement filed on the Town of East Hartford land records, Vol. 1891, pg. 288.

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

Quality Petroleum 3 LLC ("Owner") 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 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. Taking into account that Owner constructed or caused the construction of the building in close proximity to the sewer, the Owner shall also bear all responsibility and restoration costs for any damage to the building and appurtenances and/or building foundation caused by such proposed excavation and any subsequent excavation performed by or on behalf of Owner, the MDC or any other party, except to the extent of any negligence by MDC or any party acting on its behalf in performing any such subsequent excavation.
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, except in the case of an emergency, in which case notice must be provided to the District as soon as practicable. Such inspector shall have the unilateral right to halt performance of any such work in the event the integrity of the sewer is in any way threatened as determined by such inspector in his or her sole and absolute discretion.
6. The Owner shall perform a CCTV inspection, witnessed by an MDC inspector, of the existing sanitary sewer in the areas of the construction prior to and upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purposes of assessing the pre- and 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 within the ROW pursuant to the encroachment contemplated herein.

Staff has reviewed this request and considers it feasible.

A formal, written encroachment agreement shall be executed between Quality Petroleum 3 LLC and MDC, which agreement shall include the above conditions and be filed on the Town of East Hartford Land Records.

At a meeting of the Bureau of Public Works held on March 17, 2022, it was:

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 the above conditions and subject to approval of form by District Counsel, granting permission to Quality Petroleum 3 LLC to encroach upon the existing 20-foot 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 Dutton Associates, LLC, "Plan of Proposed Encroachments over the Sanitary Sewer Easement Proposed Convenience Store and Retail Gasoline Outlet 249 & 257 Silver Lane Prepared for Quality Petroleum, LLC East Hartford, Connecticut", Sheet A-19-050-E and (ii) maintain, repair and replace such Improvements, provided that: (a) 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, (b) Quality Petroleum 3 LLC shall reimburse MDC for any attorney fees and other costs incurred by MDC in enforcing the encroachment agreement, and (c) such agreement shall not be effective until fully executed by The Metropolitan District and Quality Petroleum 3 LLC, and recorded on the East Hartford land records. In the event that such agreement is not executed by Quality Petroleum 3 LLC within three (3) months of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

**BUREAU OF PUBLIC WORKS
ACCEPTANCE OF SEWERS BUILT BY DEVELOPER'S
PERMIT-AGREEMENT**

To: District Board

April 4, 2022

From: Bureau of Public Works

The sewers outlined in the following resolution have been constructed under Developer's Permit-Agreement in accordance with the plans, specifications and standards of the District, and the Director of Engineering has certified to all of the foregoing.

It is therefore **RECOMMENDED** that, pursuant to Section S8g of the Sewer Ordinances re: "Acceptance of Developer's Sewers," it be

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

Resolved: That, in accordance with Section S8g of the District Ordinances, the following is incorporated into the sewer system of The Metropolitan District as of the date of passage of this resolution:

	<u>Sewers In</u>	<u>Built By</u>	<u>Completion Date</u>
1	Ollari Farm Estates Rocky Hill DVSRKH03	Developer: RJD Development Contractor: Accurate Excavating	October 15, 2020

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk