



The Metropolitan District
water supply · environmental services · geographic information

**BUREAU OF PUBLIC WORKS
REGULAR MEETING
WEDNESDAY, JUNE 8, 2022
4:00 PM**

Location

Board Room
District Headquarters
555 Main Street, Hartford

Commissioners

Adil	Magnan
Avedisian	Marotta
Bush	Pane
Currey	Patel
DiBella (Ex-Officio)	Sweezy
Drake	Taylor
Healy	Torres
Hoffman (VC)	Vicino (C)
Lester	Woulfe

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

Quorum: 9

1. **CALL TO ORDER**
2. **PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**
3. **APPROVAL OF MEETING MINUTES OF MAY 16, 2022**
4. **CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT - 77 & 105 PROGRESS DRIVE, WETHERSFIELD**
5. **DISCUSSION RE: NEW TECHNOLOGY, GASIFICATION, AND PYROLYSIS**
6. **OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**
7. **COMMISSIONER COMMENTS & QUESTIONS**
8. **ADJOURNMENT**

77 & 105 PROGRESS DRIVE, WETHERSFIELD ENCROACHMENT AGREEMENT

To: Bureau of Public Works for consideration on June 8, 2022

In a letter dated May 10, 2022, James P. Cassidy, P.E., of Hallisey, Pearson & Cassidy Engineering Associates, Inc., on behalf of Wethersfield Technology Group, LLC and Young Pharmaceuticals, Inc., the owner and tenant, respectively, of the above-referenced property (the "Property"), have 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 office and distribution building development project.

The proposed work entails: (i) earth moving (fill within the ROW at a maximum grade change of 4 feet), (ii) raising the existing manhole, (iii) installing a 6-inch PVC lateral connection to the existing 8-inch sanitary sewer, and (iv) installing stormwater system infrastructure (18-inch RCP pipe), all within such ROW as shown on the accompanying map (collectively, the "Improvements"). The proposed drainage piping will be installed above the existing sanitary sewer with a minimum of four feet of vertical clearance between this sewer and such piping. The existing sanitary sewers were built in 1995 and the easement across the Property was conveyed to and acquired by the MDC pursuant to a Developers' Permit Agreement entitled "Wethersfield Industrial Park" and an easement filed on the Town of Wethersfield Land Records in Volume 590, at Pages 261-263.

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the sanitary sewer infrastructure as a result, provided Wethersfield Technology Group, LLC and Young Pharmaceuticals, Inc. (collectively, the "Owner") enter into and execute an encroachment agreement with the MDC, whereby Owner complies with the following conditions and other conditions required hereby.

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 and materials 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.
5. Taking into account that the 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 other party acting on its behalf in performing any such subsequent excavation.
6. An MDC or MDC hired-consultant 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 and a preconstruction meeting shall be held 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.
7. 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 conditions of the sanitary sewer.
8. 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 pursuant to the encroachment contemplated herein.

Staff has reviewed this request and considers it feasible, subject to the terms and conditions herein.

Accordingly, a formal, written encroachment agreement shall be entered into and executed by Owner and MDC, which agreement shall include the above conditions and any other conditions set forth herein, and filed on the Town of Wethersfield 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, with the above conditions and subject to approval of form by District Counsel, granting permission to Owner 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 Hallisey, Pearson and Cassidy Engineering Associates, Inc., "Map Showing Proposed Encroachment on Existing 20' Wide Sanitary Sewer Easement Prepared for: Young Pharmaceuticals, Inc., #105 Progress Drive, Wethersfield, Connecticut", Sheet 1 of 4, 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) Owner 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 District and Owner, and recorded on the Wethersfield Land Records. In the event that such full execution and recording does not occur 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,



Scott W. Jellison
Chief Executive Officer



HALLISEY, PEARSON & CASSIDY Engineering Associates, Inc.

630 Main Street
Cromwell, CT 06416-1444

TELEPHONE: (860) 529-6812
FAX: (860) 721-7709
Paul A. Hallisey, P.E. & L.S.
James P. Cassidy, P.E.

May 10, 2022

Michael T. Curley, P.E.
Manager of Technical Services
The Metropolitan District
Engineering and Planning Department
555 Main Street
Hartford, CT 06103

Dear Mr. Curley:

RE: Application for Encroachment Permit at 77 & 105 Progress Drive, Wethersfield, Connecticut - Young Pharmaceuticals, Inc., Applicant and Wethersfield Technology Group, Owner

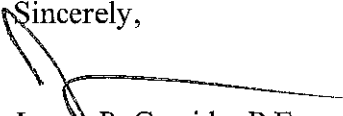
As you are aware, Young Pharmaceuticals, Inc. has received all necessary municipal approvals to construct a two-story 10,380 sq. ft. office and distribution building, 42 parking spaces, and related improvements, on the property known as 105 Progress Drive, Wethersfield, Connecticut. The property is presently encumbered by a 20' sanitary sewer easement in favor of the MDC along the westerly and northerly boundary lines. The adjacent property to the west, 77 Progress Drive, is also encumbered by this easement. Both properties are owned by Wethersfield Technology Group.

The applicant is respectfully requesting an encroachment permit in order to construct a drainage outlet line from the Proposed Stormwater Quality Basin #1 across this easement and to be allowed to place fill and raise the grade approximately 4' along a portion of this easement. The area of encroachment on 77 Progress Drive would be 1,574 sq. ft. or 0.0362 acres. The area of encroachment on 105 Progress Drive would be 4,373 sq. ft. or 0.1004 acres. The locations of these encroachments are shown on Sheet 1 of 4, Map Showing Proposed Encroachment on Existing 20' Wide Sanitary Sewer Easement.

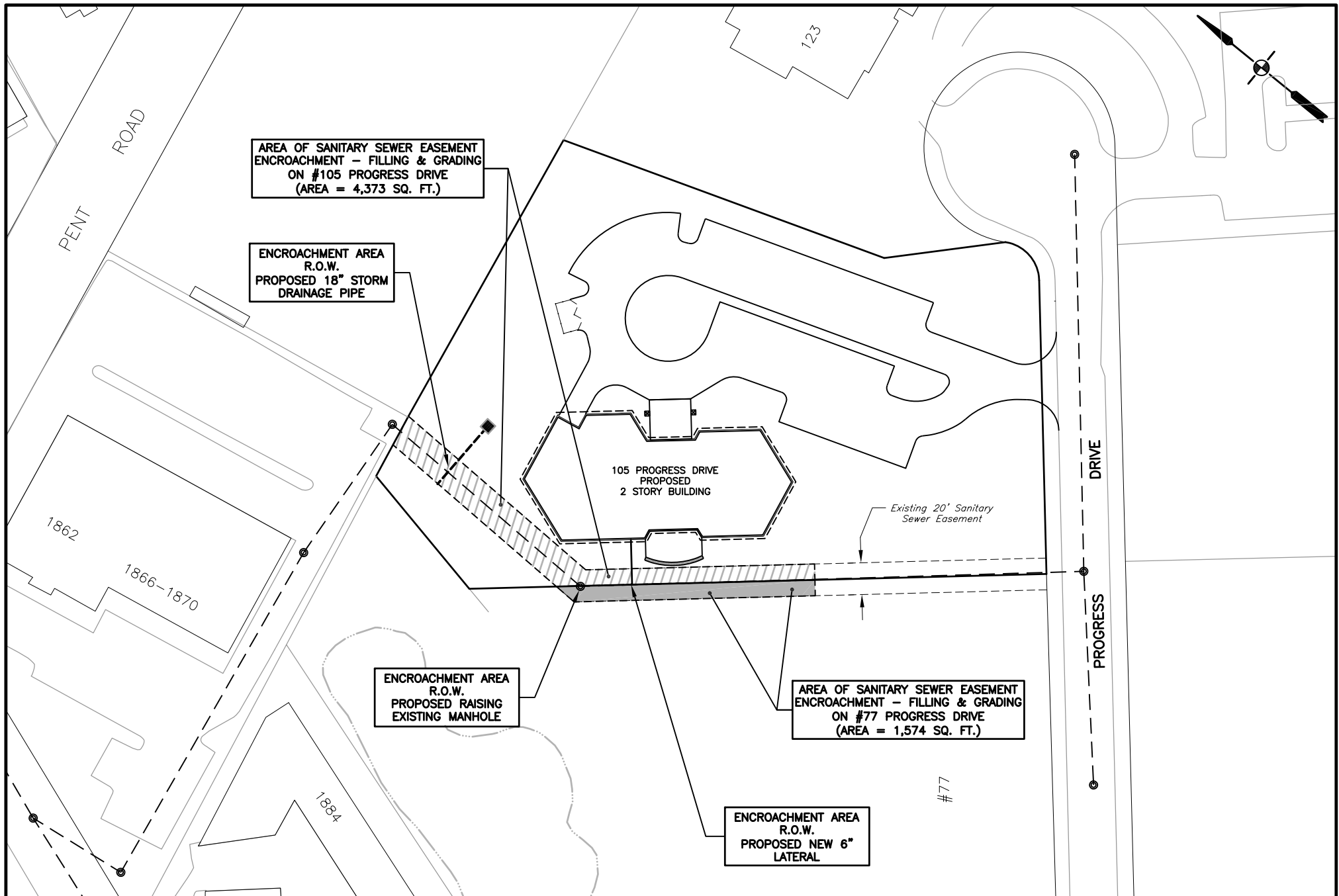
The submitted plans include a Site Grading and Drainage Plan, Sheet 2 of 4, to address grading within the Right-of-Way and by the sanitary sewer manhole. Sheets 3 and 4, Sanitary Sewer Plan/Profile and Sanitary Sewer Sections, show the elevations of the outlet pipe and the proposed sewer line as they cross the easement and as the sewer line connects to the proposed building.

In addition to the two sets of the plan sheets listed above, I have enclosed a check in the amount of \$540.00 for the application fee. I am requesting that this matter be considered at the next regularly scheduled meeting of the MDC and that the encroachment permit requested herein be granted. Thank you.

Sincerely,



James P. Cassidy, P.E.



77 AND 105 PROGRESS DRIVE
YOUNG PHARMACEUTICALS

WETHERSFIELD

F:\Towns\Wethersfield\Sewer\ProgressDr\ProgressDr-Ecmt.dwg
Latest Revision: 6/2/22

TO ILLUSTRATE SANITARY SEWER
EASEMENT ENCROACHMENT