



The Metropolitan District  
water supply · environmental services · geographic information

**BUREAU OF PUBLIC WORKS  
REGULAR MEETING  
WEDNESDAY, MARCH 1, 2023  
4:00 PM**

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**Location**

Board Room  
District Headquarters  
555 Main Street, Hartford

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

**Commissioners**

Adil	Hoffman (C)
Avedisian	Lester
Bazzano	Magnan
Bush	Pane
Currey	Patel
DiBella (Ex-Officio)	Salemi
Drake	Steuber
Gale	Taylor
Gentile	Torres (VC)
Healy	Woulfe

**Quorum: 10**

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1. CALL TO ORDER
2. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
3. APPROVAL OF MEETING MINUTES OF JANUARY 24, 2023
4. CONSIDERATION AND POTENTIAL ACTION RE: TOWN OF BERLIN COST SHARING MEMORANDUM OF UNDERSTANDING RE: DEMING RD PUMP STATION
5. CONSIDERATION AND POTENTIAL ACTION RE: 712 CEDAR STREET NEWINGTON SANITARY SEWER ENCROACHMENT
6. REPORT RE: RECENT EPA INSPECTION
7. REPORT RE: SEWAGE SLUDGE INCINERATORS
8. REPORT RE: 680 FRANKLIN AVE HARTFORD PLAYGROUND IMPROVEMENTS
9. COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS
10. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
11. ADJOURNMENT

**BUREAU OF PUBLIC WORKS  
SPECIAL MEETING**

555 Main Street, Hartford

January 24, 2023

**Present:** Commissioners Andrew Adil, John Avedisian, John Bazzano, Richard Bush, Donald Currey, David Drake, Joan Gentile, Allen Hoffman, Alvin Taylor, Calixto Torres and District Chairman William DiBella (11)

**Remote**

**Attendance:** Commissioners Dominic Pane and Bhupen Patel (2)

**Absent:** Commissioners John Gale, James Healy, Byron Lester, Maureen Magnan, and James Woulfe (5)

**Also**

**Present:** Commissioner Jean Holloway  
Commissioner Jackie Mandyck (Remote Attendance)  
Scott W. Jellison, Chief Executive Officer  
Christopher Stone, District Counsel  
John S. Mirtle, District Clerk  
Christopher Levesque, Chief Operating Officer  
Robert Barron, Chief Financial Officer / Director of Finance  
Sue Negrelli, Director of Engineering  
Tom Tyler, Director of Facilities  
David Rutt, Director of Operations  
Robert Schwarm, Director of Information Technology (Remote Attendance)  
Jamie Harlow, Director of Human Resources (Remote Attendance)  
Allen King, Real Estate Administrator (Remote Attendance)  
Diana Phay, Treasury Manager (Remote Attendance)  
Michael Curley, Manager of Technical Services  
Jason Waterbury, Senior Project Manager  
Carrie Blardo, Assistant to the Chief Executive Officer  
Victoria Escoriza, Executive Assistant  
Julie Price, Executive Assistant  
Dave Baker, IT Consultant (Remote Attendance)  
Joseph Szerejko, Independent Consumer Advocate

**CALL TO ORDER**

The meeting was called to order by Chairperson Hoffman at 3:05 PM

**MOMENT OF SILENCE**

The Bureau of Public Works held a moment of silence, in remembrance of Richard Vicino, former BPW Chairman, who recently passed away.

**PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS**

No one from the public appeared to be heard.

**ELECTION OF VICE CHAIRPERSON**

Chairman Hoffman called for the election of the Vice Chairperson. Commissioner Bazzano placed Commissioner Calixto Torres' name in nomination and the nomination was duly seconded.

There being no further nominations, the nominations were closed. Commissioner Calixto Torres was elected Vice Chairperson of the Bureau of Public Works for 2023.

**APPROVAL OF MEETING MINUTES**

***On motion made by District Chairman DiBella and duly seconded, the meeting minutes of November 14, 2022 were approved.***

**SEWER BACKUPS AND STREET FLOODING IN HARTFORD**

Scott Jellison, Chief Executive Officer, provided an update on sewer backups and street flooding in Hartford.

***Commissioner Magnan entered the meeting remotely at 3:18 PM***

***Commissioner Adil entered the meeting at 3:26 PM***

**OPPORTUNITY FOR GENERAL PUBLIC COMMENTS**

Judy Allen, of West Hartford, shared her experience with a collapsed sewer lateral and having to replace the full length of the pipe. She stated this is very expensive for low income homeowners.

Edith Pestna, of Hartford, asked what recourse Ms. Lewis has regarding the sewer backup at her property

**COMMISSIONER COMMENTS & QUESTIONS**

Commissioner Taylor stated that he wants to make sure that the MDC is not a guarantor for sewer flooding issues.

District Chairman DiBella stated that the MDC previously looked at insurance for sewer laterals and stated this may warrant looking into it again.

Commissioner Currey asked if we provided pictures or documentation to Ms. Lewis to possibly assist her in getting a refund from the plumber she hired.

**ADJOURNMENT**

The meeting was adjourned at 4:19 PM

ATTEST:

John S. Mirtle  
District Clerk

\_\_\_\_\_  
Date of Approval

**BUREAU OF PUBLIC WORKS**  
**BERLIN DEMING ROAD PUMP STATION MEMORANDUM OF UNDERSTANDING**

To: Bureau of Public Works for consideration on March 1, 2023

The District and the Town of Berlin entered into a Satellite Sewer Agreement in January 1968. This agreement provided the basis for the conveyance of wastewater from portions of Rocky Hill and Newington wastewater to the Mattabassett District WPCF via local sewers in Berlin. This was required due to the natural topography of this area, and the desire to convey wastewater to a treatment facility with minimal pumping. The agreement also provided the basis for the District's responsibilities with respect to operations and maintenance (O&M) costs and future capital costs of these sewer assets.

One of the key such sewer assets is the Deming Road sewer pump station. Due to aging assets and increasing O&M costs associated with this pump station, the Town of Berlin is proceeding with a construction project to replace this pump station. District staff have reviewed and approved the final design documents for this construction project. As such, a Memorandum of Understanding (MOU) has been developed to establish the roles and responsibilities of both the District and the Town of Berlin for the execution of this project through the construction phase. Costs are proportioned between the District and the Town based on available flow data at this time, with the intention that these flows can be reconciled at some routine basis, such as annually.

Staff has reviewed the proposed agreement and has determined that approval of the agreement is in the best interests of the District.

It is therefore **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 the attached Memorandum of Understanding between The Metropolitan District and the Town of Berlin (hereinafter, the "Memorandum of Understanding"); and

**FURTHER RESOLVED:**

That the Metropolitan District execute the Memorandum of Understanding 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 Memorandum of Understanding 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,

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

Scott W. Jellison  
Chief Executive Officer

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The Metropolitan District  
And  
Town of Berlin**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the TOWN OF BERLIN, a municipal corporation organized and existing under the laws of the State of Connecticut with an office at 240 Kensington Road, Berlin, CT 06037 ("Town") and THE METROPOLITAN DISTRICT, a specially chartered municipal corporation having its principal place of business located at 555 Main Street, Hartford, Connecticut ("District") (hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties").

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the District and Town will administer the design, procurement, and construction of various modifications and improvements to the Deming Road Pump Station.

The Town is the owner of a certain piece or parcel of real property and improvements thereon located in the Town of Berlin and known as the Deming Road Pump Station (the "Station"). The Station serves the Town of Berlin, as well as portions of the Towns of Newington and Rocky Hill, both of which are District Member Towns. The Station was constructed in 1968 and has reached the end of its useful service life. Consequently, the Town is proceeding with a project to replace the Station. For purposes of this MOU, the Town and the District agree that the District contributes approximately 70% of the sanitary sewerage flow to the Station, with the remaining approximate 30% coming from the Town. Both Parties acknowledge that the 70/30 percentage cost sharing referenced herein is for purposes of this MOU only. After installation of new sewer meters by the Parties and completion of the project to replace the Station, the Parties shall coordinate to determine the flow allocation to be used for future cost sharing of expenses as described in the existing agreement between the Town and the District dated December 18, 1968 and titled "Agreement Between the Town of Berlin and The Metropolitan District Concerning Sewage Disposal". One or more of the following options shall be used to obtain and analyze data for an equitable cost sharing ratio:

- Option 1 – Analysis of twelve (12) months of sewage flow data acceptable by both parties; or
- Option 2 – Analysis of water consumption data from MDC and Town of Berlin customers over a mutually agreeable period; or
- Option 3 – Analysis of estimated population and/or number of customers, identified by type (Residential, Commercial, or Industrial); or
- Option 4 – Mutually agreeable analysis that could include the above options and/or another method.

Both Parties shall make good faith efforts to complete the flow allocation calculation within eighteen (18) months of project completion.

Consistent with the existing agreement between the Town and the District dated December 18, 1968 and titled "Agreement Between the Town of Berlin and The Metropolitan District Concerning Sewage Disposal", and specifically Section II(2) of said agreement, all financial agreements set forth in this MOU are based on the foregoing stipulation as to flow allocations. Any third-party SCADA/instrumentation integration work requested or required by the District solely for the benefit of the District shall be paid for in full by the District, without any contribution by, or allocation to the Town.

Through direct negotiations, the Parties intending to be bound, have reached this MOU.

### **3. Definitions**

- A. **"Completion"** is defined in Section 5.B
- B. **"Concealed Conditions"** are conditions at a site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the applicable Drawings and Specifications and other documents provided by the TOWN to the contractors conducting the Work or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Shared Project Contract Documents.
- C. **"District Contribution"** is defined in Section 8.B.
- D. **"Drawings and Specifications"** are the drawings and specifications for the Shared Project.
- E. **"Qualifying Change Order"** is defined in Section 5.E.
- F. **"Shared Project"** is the construction to be conducted by the Town in the area so designated as Deming Road Pump Station.
- G. **"Shared Project Construction Cost"** is the cost charged by third-parties for the construction and construction administration of the Shared Project.
- H. **"Work"** is the construction necessary to effectuate the construction shown in the Drawings and Specifications.

**4. Term of MOU.** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and the governing bodies of the Parties' respective municipalities and shall remain in full force and effect until the Shared Project, including all associated financing, is complete.



## 5. The Work

- A. The Town shall construct the Shared Project, and/or shall cause the Shared Project to be constructed, in a manner consistent with the Drawings and Specifications.
  - 1. The Drawings and Specifications for the Project shall be authored by a design professional procured by the Town and shall be approved by the Town, through its project manager, in advance of bidding the construction of each part of the Shared Project.
  - 2. The Drawings and Specifications may be modified by written agreement between the Parties, acting through their respective project managers.
- B. After the satisfactory installation and demonstration of the pump station and system functions as required by the Design and Specifications by the Town, the Town will demonstrate functions of the pump station to the District and confirm, to the satisfaction of the District, that wastewater is being conveyed and metered and all other systems are functioning as intended. Achievement of **Completion** shall not be considered acceptance of Work that does not meet the requirements of this MOU and shall not absolve the Town of its responsibility to complete the Work in a manner consistent with this MOU.
- C. The Town agrees that it will use commercially reasonable efforts to achieve Completion in accordance with the Project Schedule agreed upon by the Town and the District. The Project Schedule is subject to modification by agreement by the Parties, which agreement shall not be unreasonably withheld.
- D. The Parties shall have joint responsibility for the review, modification (if necessary), and approval of any change order(s) for the Shared Project.
- E. To the extent a change order for the Shared Project is the result of a Concealed Condition and not the result of the negligent act or omission of the Town and/or its consultants or contractors (to such extent, a "Qualifying Change Order"), the District shall be responsible for 70% of the cost of such change order, and the Town responsible for 30% of such cost. The foregoing is subject to the following:
  - 1. The District shall not be responsible hereunder for the cost of any change order issued without its prior written consent, which consent shall not be unreasonably withheld.
  - 2. The obligation of the District under this Section 5.E to provide funding for a Qualifying Change Order applies only to the extent such Qualifying Change Order causes the Shared Project Construction Cost to exceed the original contract value.

3. The District shall provide the Town with the District's approval or rejection of a proposed change order within five (5) business days of receipt thereof. If the District rejects a proposed change order and the Town opts to approve the change order, the Parties reserve and do not waive their respective rights with regard to the change order, including the right to proceed to mediation and binding dispute resolution if no agreement is reached by the Parties as to the change order.
- F. The District reserves the right to audit, upon reasonable prior notice and no more than annually, the account(s) established herein to verify that any payments from funds deposited by the District have been paid by the Town pursuant to the terms and conditions of this MOU. In the event the District wishes to audit more often than annually, the District shall be responsible for the Town's reasonable costs of facilitating such additional audit(s).

G. Bidding

1. The District, or its designee, shall have access to all documents developed in the design phase of the Shared Project, as well as all documents included in the invitation to bid issued by the Town. The design, bidding, and contract award of the Project will be in accordance with the Project Schedule. The foregoing shall not limit the rights of the District under Sections 5.A.1 and 5.A.2.
2. The Town shall issue a single Invitation to Bid to include the Shared Project with one set of specifications and plans. The Invitation to Bid shall provide for separate bid items as defined in the Drawings and Specifications. The determination of the lowest bid shall be the lowest responsible and responsive bid price for the entire Bid Package. Upon the submission and review of the qualified bids responsive to the Invitation to Bid, the Town shall determine whether the lowest, responsible bid is within the Project budget, including the contribution from the District. If the lowest, responsible bid exceeds the Project budget (exclusive of design and construction administration costs and contingencies), the Town, and the District as set forth below, reserve the right to reject all bids, cancel the bid/award and not complete the Shared Project. This reservation is in addition to, not in lieu of, any other basis to cancel the bid/award as customarily set forth in Town invitations to bid generally. The Town shall not award a contract for all or a part of the Shared Project without the prior written notice to the District and consent of the District as provided hereinafter; however, it shall not be unreasonable for the District to withhold consent based upon cost. Prior to the award of a contract for all or part of the Shared Project, the Town shall provide the District with the lowest responsible bid and with such other information regarding the bid as the District may reasonably request. The District may withhold its consent to the award. In the event the District so withholds its consent, either party shall have the right to terminate this MOU. The District will also have the right to request a scope review with the Town and its engineer of record and

lowest qualified bidder to evaluate the bidders general understanding and commitment to the Drawings and Specifications.

3. The Town reserves the right, in its sole discretion, to award portions of the Shared Project to one or more construction contractors, and in such event, the review process set forth above shall apply to each apparent low bid. Without limitation, the foregoing shall not limit the rights of the District under Section 5.A.2.

## **6. Responsibilities of The Metropolitan District.**

The District shall be responsible for the following:

- A. The District agrees to contribute/pay 70% of the Deming Road Pump Station Replacement Project ("Project") Construction Costs. See Section 8 of this MOU for Payment Schedule.
  - o Shared Project Construction Costs include all costs associated with the Inspection and Construction of the Project, as approved by the District.
    - Inspection costs shall be defined as all costs expended by the Town for its Design Engineer to observe construction required during the Construction Phase of the Project.
    - Construction costs shall include the costs for the lowest responsible bidder (as determined by Town and District) ("Contractor"), and any Change Orders, for which are approved by the District.
- B. The District agrees to promptly and timely complete a review and, if acceptable, provide approval of, the 100% Design Plans and Specifications for the Project prior to the Project moving to bidding. The District shall, in conjunction with its review, timely provide the Town, in writing, with any corrections, comments, questions or proposed revisions of any type.
- C. The District agrees to attend all design phase, procurement phase, and construction phase meetings pertaining to the Project.
- D. The District, or its project manager, agrees to provide notice to the Town, or its project manager, prior to visiting the site to observe the Work.
- E. The District agrees to conduct prompt reviews of all Construction Change Orders submitted by the Town.

## **7. Responsibilities of Town of Berlin.**

The Town shall be responsible for the following:

- A. Full responsibility for the Design and Procurement of the Shared Project. This includes payment of all costs associated with the design, bid advertisement, bid opening, and evaluation of bidders/recommendation of award.
- B. The Town shall consult with the District on Design and Specification Documents and incorporate any comments generated by the District's review of Design and Specification Documents, unless the design professional contracted by the Town disagrees with or objects to the proposed edits. If there is disagreement between the Parties concerning the District's proposed edits, the Parties shall promptly meet to discuss and resolve such disagreement prior to issuing the construction documents for bidding.
- C. The Town shall ensure observation of Construction phase work undertaken by the contractor, and any subcontractors. The Town shall obtain the District's approval of the third-party inspector assigned to the Project. The Town shall ensure that the Engineer of Record is contractually responsible for construction administrative services.
- D. The Town shall cause the contractor to contractually warrantee the Project work for a period of one year, commencing on the date of Substantial Completion.
- E. The Town or the contractor shall apply for and secure any and all permits and approvals necessary for the Work. The Town shall be responsible for the execution of the Work in a manner consistent with all applicable laws and codes.
- F. The Town shall be responsible for the administration, inspection, and management of the Construction of the Shared Project.
- G. The Town shall provide access to the District Construction Supervisor, District personnel and/or its representatives to inspect and observe the Work and provide a schedule for and allow District staff to attend all project progress meetings.
- H. The Town shall notify and submit to the District all proposed Change Orders and obtain approval prior to advancing such Change Orders.
- I. The Town shall notify and submit to the District, for its approval, all requested uses of Contingency and Allowance provisions in the current project estimate.
- J. The Town shall pay the Contractor for each monthly invoice as the Shared Project progresses. The Town shall allow the District to review and approve each invoice. The District's review shall be completed within the time required by the Town's contract with the contractor.

- K. The Town shall require the contractor to name the District as co-obligee on the contractor's performance bond.

**8. Project Financing & District Payments**

- A. The current Project cost estimate is Three Million Two Hundred and Forty-Seven Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$3,247,595) which includes a 15% contingency and a \$300,000 allowance for Engineering and Permitting.
- B. The District will reimburse a maximum of 70% of the current Project estimate or \$2,273,317 (the "District Contribution") to the Town toward the Shared Project.

The District Contribution shall be paid as follows:

- a. Bi-annual level payments of \$230,469.17 on March 15 and September 15 of each year beginning in September 2023, for a period of five years, or until such time that an audit of the completed project is performed and the remaining unpaid balance is re-amortized over the remaining periods of the 5-year term. The audit shall include any credits due to the project and not limited to credit change orders and liquidated damages paid by the contractor. Failure by the District to make payments when due shall constitute a default by the District. Unpaid sums shall accrue interest at the rate of 5% per annum. The District shall reimburse the Town for reasonable attorney's fees and costs incurred by the Town in connection with any collection efforts or proceedings resulting from the District's default
- b. The initial and re-amortized payments are calculated using a simple interest rate of 0.5%/per annum interest
- c. No project expenditures or use of allowance or contingency will be eligible for reimbursement unless approved by the District in advance of the expenditure or execution of a Qualified Change Order, such approval shall not be unreasonably withheld.

**9. General Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and only be effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Connecticut.

- C. **Entirety of Agreement.** This MOU, consisting of 9 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The Metropolitan District and the Town of Berlin and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**10. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**11. Indemnification.** Subject to the provisions of Connecticut General Statutes Section 52-572k, to the fullest extent permitted by law, each Party and its respective contractors shall indemnify and hold harmless the other Party and its agents and employees from and against claims, damages, losses and expenses arising out of or resulting from the willful or negligent act of omissions of the Party or its contractors or consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be otherwise liable. Such claims, damages, losses and expenses include, but are limited to, attorneys' fees and any losses arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Town or its contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**Signatories:**

**The Metropolitan District**

\_\_\_\_\_  
Scott Jellison, P.E.  
Chief Executive Officer

\_\_\_\_\_  
The Metropolitan District

\_\_\_\_\_  
Date

**The Town of Berlin**

\_\_\_\_\_  
TBD

\_\_\_\_\_  
Town of Berlin

\_\_\_\_\_  
Date

## **712 CEDAR STREET, NEWINGTON ENCROACHMENT AGREEMENT**

To: Bureau of Public Works for consideration on March 1, 2023

On February 10, 2023, Aaron Packard of Gold Coast Properties CT1, LLC, ("Gold Coast" or "Owner") current owners of the above-referenced property (the "Property"), requested an amendment be made to the previously approved resolution to grant 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 encroachment was previously approved by the BPW at a meeting held on June 9, 2021, the activities for which encroachment are shown on the attached map (the "Map," and such BPW approval is hereinafter referred to as the "Prior Approval"). This request is to extend the deadline for execution and recording of the encroachment agreement authorized under the Prior Approval because the Owner failed to so execute and record such agreement within the three (3) month deadline (from the completion of the sale of the Property to Owner) set forth in the Prior Approval.

As previously approved, the proposed work has not changed and it entails: installing electrical and telecommunication lines, as well as a sanitary sewer lateral, gas service and water service within the Easement as shown on the Map (collectively, the "Improvements"). 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, provided all the terms and conditions for these Improvements set forth in the Prior Approval and this resolution are complied with by Owner and any other party authorized by Owner to perform such Improvements.

A formal encroachment agreement shall be executed between Gold Coast and MDC, 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: (i) all the terms and conditions for the Improvements in the Prior Approval, which terms and conditions are hereby incorporated into and made a part of this resolution, as well as: (ii) approval of form and content by District Counsel, granting permission to

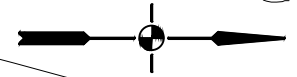


Gold Coast Properties CT1, LLC to encroach upon the MDC's existing twenty-foot-wide (20') sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the planned redevelopment of the Property as shown on plans submitted by VHB, Proposed Hotel 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 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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott W. Jellison", written over a horizontal line.

Scott W. Jellison  
Chief Executive Officer



FENN ROAD  
( CONN. RTE. No. SR 505 )

ENCROACHMENT AREA  
R.O.W.  
PROPOSED UNDERGROUND  
ELECTRICAL AND  
TELECOMMUNICATION LINES

ENCROACHMENT AREA  
R.O.W.  
PROPOSED 15' EVERSOURCE EASEMENT

20' WIDE SANITARY SEWER  
EASEMENT IN FAVOR OF THE  
METROPOLITAN DISTRICT

EXISTING  
BUILDING  
"MERCURY  
FUEL"

ENCROACHMENT AREA  
R.O.W.  
PROPOSED 8" SANITARY LATERAL

EXISTING  
BUILDING  
"STARBUCKS"

MYRA  
COHEN  
WAY

PROPOSED HOTEL

CEDAR STREET  
( CONN. RTE. No. SR 175 )

ENCROACHMENT AREA  
R.O.W.  
PROPOSED WATER  
SERVICE, FIRE SERVICE  
AND GAS LINE

PROPOSED HOTEL DEVELOPMENT  
712 CEDAR STREET

S:\Towns\Newington\Sewer\FennRd\FennRd-Ecmt2.dwg  
Latest Revision: 5/27/21

TO ILLUSTRATE SANITARY SEWER  
EASEMENT ENCROACHMENT

NEWINGTON