

THE METROPOLITAN DISTRICT COMMISSION

555 Main Street
Hartford, Connecticut 06103
Monday, November 6, 2024

PRESENT: Commissioners Andrew Adil, John Avedisian, John Bazzano, Richard Bush, William A. DiBella, David Drake, Peter Gardow, Allen Hoffman, Jean Holloway, Diane Lewis, Jacqueline Mandyck, Dominic Pane, Bhupen Patel, Pasquale J. Salemi, Alvin Taylor, James Woulfe and District Chairman Donald Currey (17)

REMOTE ATTENDANCE: Commissioners John Gale, Christian Hoheb, Gary Johnson, Byron Lester, Maureen Magnan and David Steuber (6)

ABSENT: Commissioners Kyle Anderson, Avery Buell, Esther Clarke, Dimple Desai, Joan Gentile, James Healy, Mary LaChance, Michael Maniscalco, Calixto Torres and New Britain Special Representative Michael Carrier (10)

ALSO PRESENT: Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Kelly Shane, Chief Administrative Officer
Christopher Levesque, Chief Operating Officer
Jamie Harlow, Director of Human Resources
Susan Negrelli, Director of Engineering
David Rutty, Director of Operations
Robert Schwarm, Director of Information Services
Tom Tyler, Director of Facilities
Mike Curley, Manager of Technical Services
Alex Cosentino, Senior Project Manager
Carrie Blardo, Assistant to the Chief Executive Officer
Victoria Escoriza, Executive Assistant
Joseph Szerejko, Independent Consumer Advocate (Remote Attendance)
Matt McAuliffe, IT Consultant (Remote Attendance)

CALL TO ORDER

The meeting was called to order by District Chairman Currey at 5:30 PM

PLEDGE OF ALLEGIANCE

Those in attendance stood to recite the Pledge of Allegiance.

APPROVAL OF MINUTES

On motion by Commissioner DiBella and duly seconded, the meeting minutes of October 7, 2024 were approved unanimously.

Commissioner Woulfe entered the meeting at 5:33 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Judy Allen, of West Hartford, expressed questions and concerns regarding the establishment of a special committee for collective bargaining negotiations and wants to know the purpose of the committee.

REPORT FROM DISTRICT CHAIRMAN

District Chairman Currey stated that he reached out to the Mayors of Rocky Hill and Windsor to continue meeting with member towns. He has a meeting with Rocky Hill later this week, and is hoping to schedule a meeting with Windsor soon.

Commissioner Hoheb entered the meeting remotely at 5:35 PM

REPORT FROM CHIEF EXECUTIVE OFFICER

Chief Executive Officer, Scott Jellison, thanked staff including Julie Price, Julie McLaughlin, Jason Bretemps and Brian Amenta for organizing and managing the second annual ice cream truck event on Halloween. Mr. Jellison also reported that the EPA conducted mediation last week between the MDC and City of Hartford to on MS4 responsibilities of each party. Mr. Jellison also discussed catch basin cleaning in the City of Hartford.

Commissioner Gale entered the meeting remotely at 5:51 PM

REPORT FROM DISTRICT COUNSEL

District Counsel, Christopher Stone, updated the Board regarding the mediation last week with EPA and the City of Hartford regarding a Memorandum of Understanding for MS4 responsibilities. He stated that the tunnel mediation is still on schedule for mid-December and will be a two-day mediation. He provided an update on the landfill claim and the Buckingham garage claim. The claims have been released from the State Claims Commissioner and will be filed in Superior Court soon.

**PERSONNEL, PENSION & INSURANCE COMMITTEE
APPROVAL OF JOB SPECIFICATION
CONSTRUCTION AND UTILITY SERVICES SUPERVISOR (1026)**

To: District Board

November 6, 2024

From: Personnel, Pension and Insurance Committee

Staff is recommending that the job specification and job classification system be amended to update for the Construction and Utility Services Supervisor from (currently SS-06) to SS-07. A copy of the proposed updated specification is attached.

The proposed amendments to the job specification and classification system would change the pay range from SS-06 (\$111,924.80 to \$134,347.20) to SS-07 (\$117,582.40 to \$141,169.60) and continues to support the Districts multi-tasking roles and the District overall commitment to Health and Safety.

Code: 08006
Employee Group: Local 1026
FLSA Status: Non-Exempt
Salary Grade: SS-0607

**METROPOLITAN DISTRICT ~~COMMISSION~~
CLASSIFICATION DESCRIPTION**

**CLASSIFICATION TITLE: CONSTRUCTION AND UTILITY SERVICES
SUPERVISOR**

JOB SUMMARY

This is very responsible construction engineering supervision work involving the guidance, training, correction, direction and coordination of construction and utility services inspectors working on complex utility pipeline and building construction projects.

Work involves responsibility for conformance of construction plans with District technical standards, inspection of water, utility pipelines, house connections, survey and coordination of CBYD mark outs.

This position also has the responsibility for making very difficult construction inspection technical field decisions as well as supporting safety protocols and ensuring work is performed to the highest quality and safety standards. Ensures compliance with all applicable safety standards, rules, protocols and laws- This work requires that the employee have knowledge, skill and ability in construction inspection methods and supervision.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Schedules, assigns, trains, directs and evaluates employees and consultants in medium to large construction inspection unit.
- Reviews standard and complex sewer, water and related pipeline and utility service connection plans for conformance with District and technical utility services standards. Identifies problems and determines corrective actions to be taken by developers, contractors and/or engineers.

- Oversees inspection of new and existing utility pipeline and services.
- Oversees house connections, cross connection, CBYD program/Utility Mark out programs.
- Prepares reports, completes forms and compiles information on completed work assignments and employee effort. Analyzes information related to unit effectiveness and efficiency. Assists in the drafting of the unit budget and controlling and accounting for expenditures within fund allocations.
- Trains and counsels employees. Administers Collective Bargaining Agreements. Applies disciplinary action. Assists in employee selection. Assures safe work practices.
- Operates water distribution infrastructure including operating water main and service line valves for the purpose of isolating, pressurizing, or flushing a water main or service and also performs pressure tests, obtains water

samples and commissions hydrants. Ensures new water mains pass all required tests prior to opening new water main for public use.

- Identifies and analyzes opportunities for improving service delivery methods and procedures; identifies and calculates resource needs; coordinates informational reviews and updates with appropriate management staff; and provides guidance and leadership with the implementation of revised, adjusted and/or new work procedures.
- Monitors jobsite safety and work zone traffic patterns to ensure compliance with established specifications, protocols and procedures. Coordinates and works with others (Inspectors, EH&S, Team Traffic, Outreach, PM and CM) to communicate and resolve issues.
- Directs and coordinates the review of work plans for assigned construction inspection services and activities; assigns work activities and projects; monitors and tracks work flow; reviews and evaluates work products, methods, and procedures; meets with staff to provide input to identify and resolve problems.
- Assigns, reviews, monitors and tracks work performed in the field; performs field inspections and approves construction work; reviews and approves inspector diaries, reports, correspondence, memoranda, and recommendations for change orders and progress payments; confers with construction inspectors, engineers, and contractors regarding contract and plan interpretation, and use and provision of construction materials, or methods. This position ensures compliance with the plans, specifications and internal engineering construction standards. Takes appropriate action to correct or remediate construction issues or concerns.
- Provides staff assistance to higher level management staff; participates as an attendee to a variety of committees; prepares and presents staff reports and other correspondence as appropriate and necessary. Attends and participates in professional group meetings; stay abreast of new trends and innovations in the field on construction inspection.
- Coordinates construction inspection activities with those of other divisions and outside agencies and organizations. Acts as principal liaison between District engineers and contractors.
- Assists in settling disputes arising between contractor and inspector during the performance of the contracts, participates in public meetings and/or hearings, and, addresses and promptly disposes of public complaints.
- Inspects standard and highly complex utility pipeline and building mechanical systems construction. Instructs contractors in construction practices and in correcting construction errors. Enforces inspection decisions. Oversees contractor pressure tests of water, sewer and force main pipelines.

- Maintains detailed records of inspection activities. Meets with customers in order to understand concerns and/or complaints. Investigates reviews and makes recommendations for claims for the District and its contractors.
- Compiles and prepares reports for internal use as well as reports for required agency compliance (Department of Public Health, etc.).
- May supervise a survey crew to survey property lines, topography, construction layout and completed pipeline projects.
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- Performs other related duties as required.

SUPERVISION RECEIVED

Works under the general supervision of the Manager of Construction Services, Manager of Command Center and Utility Services or designee.

MINIMUM QUALIFICATIONS

Associate's degree in engineering technology or related field; supplemented by minimum of five (5) years of senior level construction inspection including surveying experience, involving large scale and complex construction projects and at least one (1) year of lead or supervisory experience; or an equivalent combination of education and qualifying experience on a year-for-year basis.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

State of Connecticut Land Surveying License preferred

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of construction inspection principles and practices.
- Knowledge of land surveying principles and practices. Considerable ability to operate all survey instruments and to survey land and completed construction.
- Ability to inspect utility and building mechanical trades construction safely, effectively and efficiently and with firmness and tact.
- Ability in mathematics as applied to surveying and related operations, and in computers and supporting word processing and spreadsheet applications.
- Ability to establish and maintain effective working relationships with coworkers, contractors, consultants, and the general public. Ability in oral and written communications.
- Knowledge and ability in operational characteristics, services, and activities of a comprehensive construction inspection program including maintaining construction records and to prepare inspection reports.
- Knowledge in modern and complex principles and practices of construction inspection for public works construction.
- Knowledge of OSHA regulations and construction safety precautions pertaining to the work.
- Knowledge in principles of supervision, training, and performance evaluation. Supervise and coordinate construction inspection services. Interpret and explain District construction inspection policies and procedures.

- Read and interpret plans, specifications, maps, drawings, contracts and work orders. Communicate clearly and concisely, both orally and in writing.
- Knowledge of MDC policies and procedures.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Sensory Requirements: Some tasks require the ability to perceive and discriminate visual and/or auditory cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Tasks are regularly performed without exposure to adverse environmental conditions.

The Metropolitan District Commission is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Commission will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

At a meeting of the Personnel, Pension & Insurance Committee held on October 28, 2024 it was:

VOTED: That the Personnel, Pension and Insurance Committee recommend to the District Board passage of the following resolution:

RESOLVED: That the job specification for Construction and Utility Services Supervisor attached hereto be adopted.

Respectfully Submitted,



John S. Mirtle
District Clerk

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

**PERSONNEL, PENSION & INSURANCE COMMITTEE
APPROVAL OF JOB SPECIFICATION
OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATOR (E&E)**

To: District Board

November 6, 2024

From: Personnel, Pension and Insurance Committee

Staff is recommending that the job specification and job classification system be amended to include Occupational Health & Safety Administrator (Proposed EE-14) salary range of \$112,222.19 to \$145,888.83. A copy of the proposed specification is attached.

The proposed amendments to the job specification system continues to support the District overall commitment to Health and Safety.

**Employee Group: E&E
FLSA Status: Exempt
EE-14**

**METROPOLITAN DISTRICT COMMISSION
CLASSIFICATION DESCRIPTION**

CLASSIFICATION TITLE: OCCUPATIONAL HEALTH & SAFETY ADMINISTRATOR

JOB SUMMARY

The purpose of this classification is to perform professional-level work to administer, oversee, and improve health and safety programs for the District and to ensure compliance with federal, state, and local health & safety regulations for the entire District. Work involves accessing various work sites and facilities to identify possible work-related safety risks and assist in designing protocols to help mitigate risk. Administer safety programs for District employees, leadership and departments to help train and support employees in the safe operation of job tasks. Work involves developing and implementing safety training programs and analyzing, identifying and developing recommendations to reduce risk and improve overall health and safety.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Oversees develops, coordinates and implements safety and health programs for the purpose of reducing workplace injuries and illnesses; develops and conducts risk management programs including safety, hazardous materials, medical testing, and driver improvement; develops training materials; distributes supervisors' monthly training session materials upon request; and coordinates and conducts safety training classes for a wide variety of departments.
- Conducts safety studies and reviews: conducts in-depth facility safety audits; conducts on-site visits and inspections at District and contractor work sites; conducts job hazard analyses for operating positions; conducts ergonomic reviews for employees; conducts air quality samplings and noise level surveys; and provides recommendations to improve job site safety, reduce risk, and implement safer work practices as appropriate.
- Develops and updates Emergency Action Plans for all District locations. Works with local municipalities on emergency management issues.
- Assists in the coordination and implementation of District-wide safety compliance policies, procedures, standards and licenses. Maintains EH&S programs, procedures, systems and protocols that promote health and safety of individuals to comply with applicable regulations. Assists in monitoring health and safety standards and in compliance with various compliance agencies including but not limited to OSHA, DPH, DEEP and EPA. Assists with District-wide regulatory compliance policies, procedures, standards and licenses.
- Identifies strengths and weaknesses pertaining to safety measures; reviews monthly facility safety inspection reports; monitors effectiveness of safety programs; and implements changes to improve program effectiveness and results. Assists departments with safety related equipment inspections, repairs and recertifications.
- Serves as a resource in the development, implementation and sustainability of various District safety initiatives. Implements initiatives and programs that encourage employee involvement in identifying and mitigating safety and health hazards and risks.
- Reviews all accident/investigation reports; gathers and reviews information about losses and accidents; prepares incident reports; conducts safety investigations of occupational injuries. Serve as an active participant on various District committees including but not limited to safety committees and attends quarterly workers compensation safety meetings throughout District. Maintains OSHA 300 Log of Occupational Injuries and Illnesses for each District location.
- Reviews workers compensation injury claims information provided from Human Resources and the Third-Party Claims Administrator and prepares and submits required injury and illness data to OSHA and the Bureau of Labor Statistics.
- Investigates complex incidents, injuries, exposures, illnesses and complaints and responds to emergency situations as needed.
- Performs safety reviews of District construction contract documents and drawings to verify there are adequate details and language in the contract as it pertains to safety of employees, contractor employees, pedestrians, and the public. Provides technical information to engineers and project managers to enhance safety requirements on District projects. Reviews contractors' health and safety program submittals to screen and approve contractors prior to doing work for the District.
- Establishes and maintains records, files, databases; and documentation for safety and health programs and operations; maintains safety and administrative procedures; and researches information in files, records and databases and prepares reports from same.
- Manages a web-based Learning Management System to plan, coordinate and implement safety training courses and curricula to all District employees. Develops course content and materials and creates training programs with appropriate software. Assess employee safety training needs, conduct training and/or coordinate training by other instructors, manage training resources and maintain training records. Analyzes training completion rates and works with supervision to correct employee deficiencies.

- Regularly reviews OSHA for new standards and for changes in existing health and safety standards and administers applicable changes to the District health and safety programs.
- Assists with budget preparation regarding health and safety training programs and for budgeting for new and replacement of safety equipment.
- Provides technical information to leadership, managers, supervisors and employees regarding safety and loss control issues.
- Performs other related duties as required.

SUPERVISION RECEIVED

Works under the general direction of the Manager of Environment, Health & Safety.

MINIMUM QUALIFICATIONS

Bachelor's degree in occupational health and safety or safety management or a related field; supplemented by five (5) years previous experience conducting safety programs and training; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

SPECIAL REQUIREMENTS

Must have a valid driver's license.

Must obtain OSHA HAZWOPER certification and OSHA construction and general industry training within six (6) months of hire.

PERFORMANCE APTITUDES

Data Utilization: Requires the ability to evaluate, audit, deduce, and/or assess data and/or information using established criteria. Includes exercise of discretion in determining actual or probable consequences, and in referencing such evaluation to identify and select alternatives.

Human Interaction: Requires the ability to apply principles of persuasion and/or influence over others in coordinating activities of a project, program, or designated area of responsibility.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; and may require ability to utilize principles of fractions and/or interpret graphs.

Functional Reasoning: Requires ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic, or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Situational Reasoning: Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

Sensory Requirements: Some tasks require the ability to perceive and discriminate depth, texture, and visual and/or auditory cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Tasks may risk exposure to temperature, weather extremes, strong odors, toxic or poisonous agents, smoke, dust, pollen, wildlife, disease, blood, bodily fluids, electric currents, machinery or traffic hazards.

The Metropolitan District Commission is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Commission will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

At a meeting of the Personnel, Pension & Insurance Committee held on October 28, 2024 it was:

VOTED: That the Personnel, Pension and Insurance Committee recommend to the District Board passage of the following resolution:

RESOLVED: That the job specification for Occupational Health & Safety Administrator attached hereto be adopted.

Respectfully Submitted,



John S. Mirtle
District Clerk

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

BUREAU OF PUBLIC WORKS WINDSOR LOCKS SEWER SERVICE AGREEMENT

To: District Board

November 6, 2024

From: Bureau of Public Works

The District and the State of Connecticut, Department of Transportation (“State”) entered into an agreement on August 27, 1984, that the District would, for an applicable fee, provide the treatment and disposal of sewage and industrial wastewaters flowing from the State’s sewerage system at Bradley International Airport to the Poquonock WPCF. The Bradley International Airport sewer system includes upstream connections from Collins Aerospace (formerly “UTC Aerospace Systems” and formerly “Hamilton Sunstrand”).

In December of 2021, SL Windsor Locks LLC, bought two (2) parcels from Collins Aerospace for future development: Lot #4 measuring 26.29 acres in size with an address of 30 Hamilton Road in Windsor Locks, and Lot #5 measuring 13.4 acres in size with an address of 41 Hamilton Road. The Town of Windsor Locks’ sewer system does not currently serve Lot #4 and Lot #5 and the Town does not plan to serve the geographic area with sewers in the near future. SL Windsor Locks LLC requested to connect to the MDC’s 24-inch sewer in Rainbow Road in the Town of Windsor via sewers built under a Developer’s Permit Agreement with the construction of 1400 linear feet of ten-inch (10”) diameter PVC sanitary main line sewers, complete with manholes, sewer laterals to property or easement boundary lines, and structures for future sewage meters in accordance with the MDC and Town sewer ordinances, requirements and specifications

The District is authorized pursuant to Section 8-6 of its Compiled Charter to enter into agreements with any city or town within Hartford County for the treatment and disposal of sewage and industrial wastewaters originating within said city or town; At a meeting of the Bureau of Public Works held on October 23, 2024, it was:

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 Town of Windsor Locks to provide sewer service to 30 Hamilton Road & 41 Hamilton Road, Windsor Locks, CT (hereinafter, the “Service Agreement”); and

FURTHER RESOLVED: Subject to approval of the Service Agreement by the Town of Windsor Locks Water Pollution Control Authority, that the Metropolitan District execute and deliver to the Town of Windsor Locks 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,



John S. Mirtle, Esq.
District Clerk

SERVICE AGREEMENT BY AND BETWEEN
THE METROPOLITAN DISTRICT AND
THE TOWN OF WINDSOR LOCKS

This Service Agreement (“Agreement”) made, entered and effective this day _____, _____ 2024, (the “Effective Date”) by and between **The Metropolitan District** (hereinafter referred to as “MDC” or “District”), a specially chartered municipal entity created by special act of the Connecticut General Assembly with a principal address of 555 Main Street, Hartford, Connecticut 06103, **The Town of Windsor Locks** (hereinafter referred to as the “Town”), a Connecticut municipal corporation with a principal address of 50 Church Street, Windsor Locks, CT 06096, and **SL Windsor Locks LLC** (hereinafter referred to as the “Property Owner”), a Connecticut Limited Liability Company with a principal office address of 195 Morristown road, Basking Ridge, New Jersey 07920 provides as follows:

WITNESSETH:

WHEREAS, MDC operates a sewer system that collects wastewater and sewage from domestic, commercial and industrial properties within its eight-member towns and portions of certain non-member towns through a system of pipes that flow to one of several wastewater treatment plants in and around Hartford (the “sewer system”), including its Poquonock Water Pollution Control Facility located in Windsor, Connecticut (“Poquonock WPCF”);

WHEREAS, District is authorized pursuant to Section 8-6 of its Compiled Charter to enter into agreements with any city or town within Hartford County for the treatment and disposal of sewage and industrial wastewaters originating within said city or town;

WHEREAS, in December of 2021, SL Windsor Locks LLC bought two (2) parcels from Collins Aerospace for future development: Lot #4 measuring 26.29 acres in size with an address of 30 Hamilton Road in Windsor Locks, and Lot #5 measuring 13.4 acres in size with an address of 41 Hamilton Road;

WHEREAS, as a result of the sale of Lot #4 and Lot #5 to SL Windsor Locks LLC, the two parcels no longer have access to connect to the MDC’s existing sewer system.

WHEREAS, the Town’s sewer system does not currently serve Lot #4 and Lot #5 and the Town does not plan to serve the geographic area with sewers in the near future.

WHEREAS, all connection charges, outlet charges, assessments, user fees, proportionate shares of District costs for allocated capacities of the existing District system and administrative fees shall be paid as part of the District's Developer Permit Agreement ("DPA") process;

WHEREAS, SL Windsor Locks LLC desires to connect to the MDC's 24-inch sewer in Rainbow Road in the Town of Windsor by DPA with the construction of 1400 linear feet of ten-inch (10") diameter PVC sanitary main line sewers, complete with manholes, sewer laterals to property or easement boundary lines, and structures for future sewage meters in accordance with the MDC and Town sewer ordinances, requirements and specifications;

WHEREAS, the MDC may impose sewer service charges for discharges into its sewer system pursuant to its Sewer Ordinances, Section S-12 Sewer User Charges;

WHEREAS, the Lot #4 and Lot #5 geographic area, which is described more fully in Exhibit A attached hereto and made part hereof, can be conveniently served by MDC;

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 Septage**" means septage that meets the standards of the MDC pertaining to its makeup which shall not include (a) substances which may, in the opinion of the District Manager, be harmful to the sewage treatment process or which may cause the District to violate sewage effluent permit limits; (b) flammable, explosive or corrosive material; (c) high levels of metal; (d) radioactive substances or compounds.

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

"**CTDEEP**" 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.

"**Industrial Wastes**" shall include the liquid or water-carried wastes of any industrial process not clearly included within the definitions of sanitary sewage, storm water, cooling water or subsoil drainage herein. In general, waste waters carrying any quantity of oils, grease, fats, abrasives, chemicals, residues of manufacturing processes, wastes from commercial food preserving or canning, from slaughter houses or meat processing plants, and similar substances, whether dissolved, in suspension, or mechanically carried by water, shall be considered as industrial

wastes.

“Liquid Waste Discharge” shall include but is not limited to: groundwater; remediated groundwater; contaminated stormwater; contaminated groundwater permitted through a CT DEEP Groundwater Remediation General Permit or other CT DEEP miscellaneous general or individual permit; landfill leachate; process equipment condensate; groundwater used for process water including cooling water; discharges granted temporary authorization to discharge by CT DEEP.

“Plant Capacity” means the present total ability of the Poquonock WPCF to handle and process sewage and treat water in accordance with average daily flows identified in the NPDES permit.

“Sanitary Sewage” shall mean the common waste water and water-carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries 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 wastewater from hydraulically-operated contrivances and those wastes included within the definition of “industrial waste” next following.

“Service Area” means the geographic area owned by Property Owner identified as Lots #4 and #5 properties located at 30 and 41 Hamilton Road, respectively; to be served by MDC under this Agreement, more fully described in Exhibit A attached hereto and incorporated herein.

“Sewage” shall mean wastewater, water-carried wastes, or a combination of them, discharged into and conveyed by sewers or intended or customarily so discharged and conveyed.

“Sewerage system or sewer system” shall mean the entire system of conveying, treating and disposal of sewage for the MDC.

“Sewer flows” shall mean the total fluid discharge conveyed into a sewer by a user.

ARTICLE II **SERVICES**

Section 201. Services. MDC will provide sewerage service for the receipt, treatment, conveying and disposal of sewage and acceptable industrial wastewaters, as defined in Section S2e of the Sewer Ordinances, as may be amended from time to time, originating within and only within the Service Area (“Services”), which area shall not be expanded or enlarged except by written amendment by all parties to this Agreement. The sewers to be installed to service the Service Area shall be installed by the Property Owner and/or its designated contractor under the District’s Developer Permit Agreement (“DPA”) process in accordance with the District’s DPA Guidance Manual. If the Property Owner does not install or cause to be installed sewers under a DPA, the District is under no obligation to design, construct or install sewers under this agreement in order to serve the Service Area. The Town hereby acknowledges and affirms that the portion of Hamilton Road South from the Windsor town border to private property known

as 30 and 41 Hamilton Road, Windsor Locks, Connecticut 06096 is a public Town road and right of way and the Town authorizes and grants the District the right to install sewers in the public Town Road and right of way.

Section 202. Metered Flow. The MDC may, in its sole discretion, require the Property Owner to install sewer meters on house connections to its sewer infrastructure. Provisions for such required meters shall be made at the time of the house connection installation by the Property Owner.

Section 203. Changes within 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 the parties hereto, be subject to review and renegotiation with reference to metered flow and the costs chargeable to the Property Owner or properties for sewage services; provided, however, that approval of any increase in use and change in flow allocation shall be and remain within the sole discretion of MDC.

ARTICLE III

REQUIREMENTS REGARDING SEWAGE AND LIQUID WASTE DISCHARGE

Section 301. Requirements Regarding Sewage and Liquid Waste Discharge. It is understood by the parties hereto that MDC cannot accept any sewage or waste that contains substances that MDC is not properly equipped to remove or the acceptance of which will violate the various permits, regulations, ordinances or annual budget provisions under which MDC operates. Therefore, MDC 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 regulations, DEEP rules Ordinances of The Metropolitan District Relating to Sewers attached hereto as Exhibit B and incorporated herein, and budget provisions, and as such rules and regulations and budgets may from time to time be amended by MDC to conform to the express purpose and intent of this Section 301. A copy of MDC Poquonock WPCF NPDES Permit shall be provided to the parties on request. MDC reserves the right to sample the wastewater from any property connected to the MDC's public sewer, for constituents that may be in any of the upstream discharges, including but not limited to emerging contaminants, as defined by EPA.

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

If either the Town or Property Owner causes or allows the properties in the Service Area to introduce, convey, attempt to deliver or otherwise discharge or release unacceptable sewage or waste (an "Unauthorized Discharge") into the MDC system, the party responsible for causing or allowing the Unauthorized Discharge shall be responsible for reimbursing MDC for all cost of clean-up incurred, repair of damage to the system and equipment, and for the costs of any shutdown or interruption in operation and any fines and all other related expenses incurred by MDC as a result of such conveyance, attempted conveyance, release and discharge. If either party continues to discharge such unacceptable sewage or waste for more than sixty (60) days after written notice has been provided by MDC, MDC may terminate its services under this Agreement and Property Owner shall remain liable and responsible to pay for and fully and timely rectify, repair, and, remediate all injury, harm and loss to MDC.

If MDC terminates Services to a property served under this Agreement, neither the Town nor the Property Owner shall be relieved of its obligations, pursuant to this Agreement and to the Rules and Regulations of MDC. The Town or the Property Owner may request MDC to reinstate services under this Agreement on behalf of the Property Owner provided that, before resumption of any services, all such discharge violations shall have been eliminated and corrected by the Property Owner and that all Rules and Regulations of MDC and the articles of this Agreement are being complied with to the full satisfaction of MDC.

Section 303. Existing and New Connections. Connections to the MDC sewers are subject to review, approval and permitting by the District in accordance with the applicable Ordinances of the Metropolitan District.

Section 304. Flow allocations. By virtue of this Agreement SL Windsor Locks LLC has determined the following average daily sanitary sewer flows for the following entities, representing the total allocated flow to the Town for the Service Area subject to this Agreement:

- Lot #4 (26.29 acres, 30 Hamilton Road)
 - Lot #5 (13.4 acres, 41 Hamilton Road)
- Total: 35,844 gpd

In the event that the total flow discharged into the District's sewer system exceeds the average daily flow of 35,844gpd, the Property Owner shall pay its appropriate share of expanding the District's facilities to accommodate such increased daily sanitary flow, if required. Should the Town, or other parties wish to extend sewer installed by SL Windsor Locks via DPA, such extension(s) will be completed in accordance with the District's Development Permit Agreement Guidance Manual, and the above stated flow allocations will be increased accordingly.

Section 305. Allocation of future costs. In the event the District expands the capacity of, or otherwise improves, replaces, or makes capital repairs to the Poquonock WPCF, or if the District is required by any State or Federal agency to increase the flow rate or provide a higher degree of treatment, the capital cost of any such modification shall be apportioned to the Town based on the ratio of the daily limit of 35,844 gpd and the Plant Capacity (5.0 MG) at the time the modification is required, subject to reimbursement by the Property Owner if such improvement benefits the original Service Area.

Section 306. Permitting Requirements. In accordance with CTDEEP's Pre-treatment Permit Program, all non-domestic sewage discharges and certain domestic sewage discharges to a sewage treatment plant through municipal sanitary sewer drainage systems, or through combined storm and sanitary sewer systems, are regulated via a CTDEEP Wastewater Discharge permit. Such permits must be approved of by the MDC, and include, but are not limited to:

1. General Permit for the Discharge of Wastewater Associated with Food Service Establishments.
2. General Permit Registration for the Discharge of Wastewaters from Categorical

- Industrial Users to a POTW.
3. General Permit Registration for Miscellaneous Discharges of Sewer Compatible Wastewater.
 4. Individual permits.

ARTICLE IV **METERS**

Section 401. Installation of Meters. The MDC may, in its sole discretion, install sewer meters on its sewer infrastructure or require a property connected to the MDC sewer to install a sewer meter on the property's sewer house connection. The parties acknowledge that for properties in the Service Area connected to the MDC public drinking water system, the MDC will install meters on the water services.

Section 402. Meter Reading. The MDC will conduct meter reading, generally once per month. Meters will be read utilizing the MDC's Radio Frequency Program, or other automated meter reading service.

ARTICLE V **SERVICE CHARGES**

Section 501. Billing. Sewer charges shall be based on the volume of sewage discharged into the MDC system multiplied by the per one-hundred cubic feet (ccf) rate ("Sewer User Charge") established, modified or amended by the MDC as part of its annual budget approval process. Sewage volume shall be calculated utilizing either water service meters or sewer meters installed per Section 401 of this Agreement. In addition to the Sewer User Charge, the Property Owner will be invoiced for any Sewer Rate or Other Related Charges, set forth, amended or hereafter created by the District Board, for all connections discharging into the sewers servicing the area that are discharged into the MDC system.

Section 502. Failure to Pay Bill. Any bill to the Property Owner which remains unpaid after twenty-five (25) calendar days from the date of invoicing shall bear interest at the rate of one (1%) percent per month commencing with the next billing cycle. MDC may, whenever any amount due remains unpaid after the twenty-fifth (25th) day following the original due date, upon at least thirty (30) days written notice thereafter, discontinue receiving and accepting sewage and waste from the Property Owner until such bill and any late payments which have become due are paid in full with all accrued interest.

Section 503. Permitting Fees. The MDC will continue to provide services pertaining to the review and compliance enforcement of all CTDEEP required wastewater discharge permits. The Property Owner shall be responsible for any and all MDC fees and direct and indirect costs (e.g. contracted labor, general overhead, payroll additive, or material handling charge), associated with the review, submission, and related inspections and compliance fees for such CTDEEP required permits.

Section 504. Connection and Outlet Charges. If not paid by the Property Owner, the Town shall pay:

- a) A lump sum connection charge, for each property connected directly to the District sewage system based on the District connection charge rates in effect at the time of such connection. A “direct connection” is one made to the District sewage system.
- b) An outlet charge, for each property indirectly connected to the District sewage system based on the District outlet charge rates in effect at the time of such connection. An “indirect connection” is one made to the sewage system, located, constructed, and owned by the Town.
- c) A ten percent (10%) administrative service charge, based on the above outlet and connection charges for each property connected directly and indirectly to the District sewage system.

ARTICLE VI **MISCELLANEOUS**

Section 601. MDC Charter, Ordinances and By-Laws. This Agreement is subject to the MDC Revised Charter, Ordinances, By-Laws, and Resolutions, as may be adopted, modified or amended from time to time. 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 Ordinances, By-Laws, and Resolutions.

Section 602. Expenses. Except as otherwise provided herein, the Property Owner shall reimburse the MDC for all reasonable expenses incurred by the MDC arising out of or relating to this Agreement, the performance hereof and the service provided to the Property Owner by MDC and any connection, repair, renovation or modification to the MDC sewer system hereunder, including but not limited to, all legal, construction and engineering expenses incurred by MDC, including direct and indirect costs (e.g. contracted labor, general overhead, payroll additive, or material handling charge), as long as such repairs, renovations or modifications are the result of the Property Owner’s negligence or malfeasance, and as long as such costs are related to Lot #4 and Lot #5. Expenses related to any property other than Lot #4 and Lot #5 shall be reimbursed by the Town except as otherwise expressly provided.

Section 603. Indemnity. Notwithstanding anything contained herein to the contrary, SL Windsor Locks LLC shall indemnify and hold harmless the Town for any costs incurred pursuant to Sections 302, 305 and 504 of this Agreement to the extent related to the initial Service Area (30 Hamilton Road (26.29 acres), Formerly Lot #4 & 41 Hamilton Road (13.4 acres), Formerly Lot #5), provided that SL Windsor Locks LLC is the sole Property Owner to this Agreement.

Section 604. 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 MDC 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 605. 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 606. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns forever, shall continue in full force and effect until such time as it may be terminated or superseded, and shall be recorded by any party on the land records of the Town of Windsor Locks.

Section 607. 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 MDC, 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 608. 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. In the event that the Town constructs its own public sewer in the vicinity of the Service Area and the Town and/or Windsor Locks Water Pollution Control Authority deems the Service Area to be capable of being served by its public sewer, the Town may terminate this Agreement with written notice sent to the District of one year prior to the intended termination date. MDC may not terminate this Agreement or serve a written notice of intent not to renew the Agreement, unless the Town has constructed a public sewer which will provide service to the Service Area.

Section 609. 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 06103

For the Town:

First Selectman
Town of Windsor Locks
50 Church Street
Windsor Locks, CT 06096

For the Property Owner:

SL Windsor Locks LLC

195 Morristown Road
Basking Ridge, NJ 07920

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 610. 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 611. 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 to timely 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 VII DISPUTE RESOLUTION

Section 701. Disputes Arising out of this Agreement. Other than non-payment of the Service Charges set forth in Article V above, in the event of a breach or dispute arising out of any other Article or Section of this Agreement, a party hereto shall, within thirty (30) calendar days of becoming aware of the grounds of such breach or dispute, give written notice to the other parties of such and include the specific reasons. Absent such timely notification, the aggrieved party shall be deemed to have waived any breach or dispute in connection therewith. Any such waiver shall be limited to the specific breach or dispute set forth in the notice, and shall not constitute a waiver of any similar breach or dispute thereafter. Such notice by the aggrieved party will stay the specified running time periods that are set forth in the particular section or sections breached or in dispute, until the aggrieved party has received a written response and at that time the time periods shall again begin to run. The First Selectmen of the Town, the Chief Executive Officer of the MDC, and authorized representative of the Property Owner shall meet promptly to attempt in good faith to resolve the breach or dispute.

Section 702. Mediation. Should a breach or dispute under Section 701 not be resolved within thirty (30) calendar days of the responding party's 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 response of the responding party, unless otherwise mutually agreed in writing.

Section 703. Litigation. In the event that any breach or 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 Hartford.

Section 704. 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 Hartford, and the parties hereby irrevocably submit to the exclusive jurisdiction of such court in any such action or proceeding and waive any governmental immunity defense to such action or proceeding.

Section 705. 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 METROPOLITAN DISTRICT

By _____

Its

TOWN OF WINDSOR LOCKS

By _____

Its

SL WINDSOR LOCKS LLC

By _____

Its

EXHIBIT A

SERVICE AREA

30 Hamilton Road (26.29 Acres), Formerly Lot #4

A CERTAIN PARCEL OF LAND LOCATED ON THE NORTHERLY SIDE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR (CT ROUTE 20) IN THE TOWN OF WINDSOR LOCKS, COUNTY OF HARTFORD, STATE OF CONNECTICUT SAID PARCEL BEING SHOWN AS LOT 4 ON A PLAN TITLED "LOT LINE REVISION PLAN PROPERTY OF HAMILTON SUNDSTRAND CORPORATION" 1 HAMILTON ROAD WINDSOR LOCKS, CONNECTICUT SCALE: 1"=150' DATE: 7/29/2021 REVISED THROUGH 9/8/2021" AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR, SAID POINT BEING A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED LOT 4 (RECONFIGURED) AND THE MOST SOUTHEASTERLY CORNER OF LOT 6 (RECONFIGURED) AS SHOWN ON THE ABOVE REFERENCED MAP;

THENCE DEPARTING SAID NORTHERLY HIGHWAY LINE RUN N 16° 18' 57" E BOUNDED WESTERLY BY SAID LOT 6 FOR A DISTANCE OF 150.48' TO AN ANGLE POINT;

THENCE RUN N 04° 23' 08" W BOUNDED WESTERLY BY SAID LOT 6 FOR A DISTANCE OF 319.48' TO THE BEGINNING OF A CURVE SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 1,000.00', A CHORD OF 475.59' AND CHORD BEARING N 18° 08' 31" W; THENCE RUN NORTHERLY BY AND ALONG THE ARC OF SAID CURVE 480.19' THROUGH A CENTRAL ANGLE OF 27° 30' 46" BOUNDED WESTERLY IN PART BY SAID LOT 6 AND IN PART BY LOT 1 TO A POINT;

THENCE RUN N 48° 34' 36" E BOUNDED NORTHERLY BY LOT 1 FOR A DISTANCE OF 213.02' TO A POINT ON THE SOUTHERLY LINE OF LOT 2;

THENCE RUN S 68° 31' 53" E BOUNDED IN PART BY LOT 2 AND IN PART BY LOT 1 FOR A DISTANCE OF 563.17' TO AN ANGLE POINT;

THENCE RUN N 13° 09' 31" E BOUNDED WESTERLY BY LOT 1 FOR A DISTANCE OF 293.42' TO A POINT IN THE SOUTHERLY LINE OF OTHER LAND OF HAMILTON SUNDSTRAND CORPORATION;

THENCE RUN S 74° 57' 17" E BOUNDED NORTHERLY BY SAID OTHER LAND 200.00' TO THE NORTHWESTERLY CORNER OF LOT 3 AND THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE RUN S 09° 55' 37" E BOUNDED EASTERLY BY SAID LOT 3 FOR A DISTANCE OF 1,466.90' TO A POINT IN THE NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR, SAID

POINT BEING THE SOUTHWESTERLY CORNER OF LOT 3, THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED LOT 4 AND THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 5,679.58', A CHORD OF 172.81' AND CHORD BEARING N 75° 53' 16" W;

THENCE RUN WESTERLY A DISTANCE OF 172.82' BY AND ALONG SAID NORTHERLY HIGHWAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 44' 36" TO A POINT;
THENCE RUN N 75° 01' 00" W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 886.97' TO AN ANGLE POINT;
THENCE RUN N 14° 14' 56" E BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 69.58' TO AN ANGLE POINT;
THENCE RUN N 69° 08' 49" W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 63.26' TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,145,271 SQUARE FEET MORE OR LESS (26.29 ACRES MORE OR LESS).

41 Hamilton Road (13.4 Acres), Formerly Lot #5

A CERTAIN PARCEL OF LAND LOCATED ON THE NORTHERLY SIDE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR (CT ROUTE 20) IN THE TOWN OF WINDSOR LOCKS, COUNTY OF HARTFORD, STATE OF CONNECTICUT SAID PARCEL BEING SHOWN AS LOT 5

(RECONFIGURED) ON A PLAN TITLED "LOT LINE REVISION PLAN PROPERTY OF HAMILTON SUNDBRAND CORPORATION" 1 HAMILTON ROAD WINDSOR LOCKS, CONNECTICUT SCALE: 1"=150' DATE: 7/29/2021 REVISED THROUGH 9/8/2021" AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CURVED NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED LOT 5 (RECONFIGURED) AND THE SOUTHEASTERLY CORNER OF LOT 6 (RECONFIGURED) ON THE ABOVE REFERENCED MAP, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 724.48', A CHORD OF 340.26' AND CHORD BEARING S 88° 25' 11" W;

THENCE DEPARTING SAID NORTHERLY HIGHWAY LINE AND RUNNING GENERALLY NORTHERLY, EASTERLY AND SOUTHERLY THE FOLLOWING EIGHT COURSES:

N 15° 07' 43" E FOR A DISTANCE OF 203.96' TO AN ANGLE POINT;
N 47° 20' 29" W FOR A DISTANCE OF 313.79' TO AN ANGLE POINT;
N 04° 18' 11" E FOR A DISTANCE OF 332.72' TO AN ANGLE POINT;
N 79° 52' 50" E FOR A DISTANCE OF 479.08' TO AN ANGLE POINT;

S 68° 18' 55" E FOR A DISTANCE OF 384.59' TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 889.42', A CHORD OF 106.27' AND CHORD BEARING S 07° 48' 37" E;

SOUTHERLY ALONG THE ARC OF SAID CURVE 106.33' THROUGH A CENTRAL ANGLE OF 6° 50' 59" TO A POINT;

S 04° 23' 08" E FOR A DISTANCE OF 299.29' TO AN ANGLE POINT;

S 16° 18' 57" W FOR A DISTANCE OF 121.50' TOPSM

A POINT IN THE NORTHERLY HIGHWAY LINE OF BRADLEY INTERNATIONAL AIRPORT CONNECTOR;

THENCE RUN S 17° 09' 38" W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 70.45' TO AN ANGLE POINT;

THENCE RUN S 74° 50' 12" W BY AND ALONG SAID HIGHWAY LINE FOR A DISTANCE OF 330.21' TO THE BEGINNING OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 724.48', A CHORD OF 340.26' AND CHORD BEARING S 88° 25' 11" W;

THENCE RUN WESTERLY BY AND ALONG SAID HIGHWAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 343.47' TO THE POINT AND PLACE OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 583,764 SQUARE FEET MORE OR LESS (13.40 ACRES MORE OR LESS).

Commissioner Hoffman made a motion to amend the contract to reflect that the sewer main constructed under the developer's permit agreement will be a ten (10) inch main, not eight (8) inch. The motion to amend was approved unanimously.

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

**BUREAU OF PUBLIC WORKS
REQUEST FOR DEFERRAL OF 109 PIERSON LANE, WINDSOR
ASSESSMENT**

To: District Board

November 6, 2024

From: Bureau of Public Works

At its meeting in December 2015, the Bureau of Public Works voted to recommend to the District Board a layout and schedule of assessments for construction of sanitary sewers in a portion of Pierson Lane, Windsor. Construction of the sewer main began in fall 2024 and will be completed soon.

One of the affected property owners who supported the project, the owner of 109

Pierson Lane, recently submitted the attached request to the Bureau of Public Works requesting to defer the assessment on its property until such time the property connects to the public sewer main. The basis for a deferral is set forth in the property owner's request.

At a meeting of the Bureau of Public Works held on October 23, 2024, the Bureau of Public Works determined that there is sufficient basis to defer this assessment and:

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

RESOLVED: That the sewer assessment of 109 Pierson Lane in Windsor in the amount of \$59,219.50, approved by the Bureau of Public Works on November 18, 2015 and the District Board on February 17, 2016, shall be deferred until such time as the property connects to the District's sewer main; and

**FURTHER
RESOLVED:** The deferred assessment due at the time of any future connection shall be based on the assessment rates in effect at the time of connection; and

**FURTHER
RESOLVED:** The District Clerk shall record a caveat on the land records to defer the sewer assessment of 109 Pierson Lane in Windsor until such time that the property connects to the District's sewer main.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

From: magic.lincertennisacademy.com
To: [Mirtle, John](#)
Cc: [Galeota, Jeremy](#); jon@jthlegal.com; [Magic Lincer Tennis Club of Manchester](#)
Subject: Pierson Lane
Date: Sunday, October 13, 2024 6:01:53 AM

MDC

For a few months now, I have been in contact with the project manager, Jeremy Galeota and the District Clerk, John Mirtle, to inform them that we are not going to participate in this project.

In 2011 we asked about connecting to the sewer line for our business at 109 Pierson Lane. The septic system we had at that time was not sufficient for the size of our building. Since MDC did not communicate with us by email, mail or phone in the past 10 years we were forced to invest in other alternative solutions. We made necessary upgrades to our building including repairs to the septic tank, leach fields, and added gutters on our 30,000 square-foot building. We solved our problem and we are no longer interested in participating in the project of connecting to the sewer.

I communicated this consistently for the last two months since receiving the notification. We are a small business in Windsor and such an amount of \$59,219.50 would jeopardize our ability to remain open. We cannot afford to join this project. We invested a lot of money to substitute connecting to the sewer with other solutions because the MDC project never happened in the last 12 years. Please consider a different solution for your project that will not include our property and putting our business in danger.

Please defer the payment for connecting to the sewer to the time in the future when we may decide to hook up. We understand that the fee could be higher based on increase of the cost materials and labor.

Thank you!

Magic Lincer
Office +1(860)688-1300
Cell +1(203)249-8451
www.lincertennisacademy.com

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

**WATER BUREAU
GOODWIN DAM LEAD MARKET PARTICIPANT**

To: District Board

November 6, 2024

From: Water Bureau

MDC proposes to become a Market Participant (MP) in the New England Wholesale Electric Market effective January 1, 2025. As a MP the MDC gains the benefit of local control of the Goodwin Dam's participation in the wholesale markets with greater and more timely access to information, prompt financial settlement of the Goodwin Dam's participation in the wholesale markets, and more detailed and timely revenue accounting and verification than experienced through its currently provider of wholesale market support, CMEEC.

MDC's move to a MP in the New England Wholesale Electric Markets would coincide with termination of the CMMEC support service agreement for Goodwin Dam's participation in energy and the Forward Capacity Markets (FCM).

The MDC's participation directly in the wholesale market will be supported via a service contract with Energy New England LLC (ENE). With the change in service providers the MDC will realize a reduction in costs for Goodwin Dam's participation in the wholesale markets, experience enhanced accounting and revenue reporting of market activity, increased communication from its service provider, increased guidance and recommendations for market participation. ENE support for MDC's participation in the wholesale markets would also come with risk management assessment, risk management recommendations, consultation, and strategies for wholesale market participation. Services which were not provided or experienced under the CMEEC arrangements. Again, all these services are at a reduced cost to the MDC when compared to CMEEC.

ENE is a market advisor to over 25 Public Power systems and entities across New England. ENE manages power supply of approximately 1,300 MW of peak load for its customers. ENE has decades of experience with managing electric generation assets across all dimensions of the New England Wholesale Markets. ENE currently supports market participation for dual-fuel combine cycle, dual-fuel Simple Cycle Peaking, Terrestrial Wind, Hydro Electric, and Solar PV electric generating units that participation in the wholesale electric market.

Upon completion of the membership process The Metropolitan District (MDC) will have the ability to participate directly in the New England Wholesale electric markets with its Goodwin Dam generator and any future supply or load resources. ENE will support the MDC in its completion of the ISO New England and New England

Power (NEPOOL) membership process. There are many components required for completion of the membership process. One of the major requirements is a Board Resolution authorizing the MDC application for ISO New England membership. Currently, the MDC is targeting a January 1, 2025, effective date for its membership. To achieve that effective date all membership requirements must be completed and approved by ISO at the last membership meeting of 2025, which is December 16, 2024.

At a meeting of the Water Bureau held on October 23, 2024, it was:

VOTED: That the Water Bureau of The Metropolitan District recommends to the District Board passage of the following resolution:

RESOLVED: That The Metropolitan District shall apply to become a Participant in the New England Power Pool under the New England Power Pool Agreement dated as of September 1, 1971, as amended, (the "Agreement") and the Chief Executive Officer Scott Jellison is authorized to execute a counterpart of the Agreement on behalf of The Metropolitan District and to cause The Metropolitan District to perform its obligations under the Agreement upon the effectiveness of its membership; and

FURTHER

RESOLVED: That the Chief Executive Officer is hereby authorized to execute a Consulting Services Agreement with Energy New England, LLC in furtherance of the District's participation in the Independent System Operator – New England ("ISO-NE") Energy and Capacity markets, and such other terms and conditions that the District Counsel shall deem appropriate and in the best interests of the MDC.

Respectfully submitted,



John S. Mirtle
District Clerk

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

**ESTABLISHMENT OF SPECIAL COMMITTEE
FOR COLLECTIVE BARGAINING NEGOTIATIONS**

To: District Board

November 6, 2024

BE IT HEREBY

RESOLVED: In accordance with Bylaw § B3k, that a Special Committee for Collective Bargaining Negotiations be created to participate with management in negotiations of the union collective bargaining agreements; and

FURTHER

RESOLVED: The Chairman is authorized to make appointments to the Special Committee for Collective Bargaining Negotiations as he sees fit; and

FURTHER

RESOLVED: That the Special Committee for Collective Bargaining Negotiations may: (1) recommend to management collective bargaining negotiation strategy and guidelines, (2) review negotiated proposals, and (3) make recommendations to the Personnel, Pension & Insurance Committee and District Board on approval or rejection of proposed collective bargaining agreements.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk

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

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

No one from the public appeared to be heard.

COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS

Commissioner Salemi requested an agenda item about recreational activities at Lake McDonough.

Commissioner Gardow stated he received several emails regarding “matters of concern” and requested that be added to the agenda.

Commissioner Taylor spoke regarding matters of concern raised by himself and Commissioner Salemi and requested a future agenda item on how to deal with his concerns in the appropriate forum including bringing in Attorney James Sandler.

Commissioner Mandyck suggested that Commissioner Salemi’s request regarding recreation at Lake McDonough be brought to the Community Affairs Committee for discussion. She also asked that a CDM report on dredging the North Branch of Park River be added to a future agenda.

ADJOURNMENT

The meeting was adjourned at 6:27 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval