



**BUREAU OF PUBLIC WORKS
REGULAR MEETING
WEDNESDAY, JUNE 9, 2021
5:00 PM**

Location

Board Room
District Headquarters
555 Main Street, Hartford

Dial in #: (415)-655-0001;

Access Code: 43808661#

[Meeting Video Link](#)

Commissioners

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

Quorum: 9

1. CALL TO ORDER
2. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
3. APPROVAL OF MEETING MINUTES OF APRIL 27, 2021
4. CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT - 712 CEDAR STREET NEWINGTON
5. CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT - SCOTT DRIVE BLOOMFIELD
6. CONSIDERATION AND POTENTIAL ACTION RE: ENCROACHMENT AGREEMENT - 5-7 TUNXIS AVENUE BLOOMFIELD
7. DISCUSSION RE: UPDATE ON TUNNEL AND DRB
8. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
9. COMMISSIONER COMMENTS & QUESTIONS
10. ADJOURNMENT

712 CEDAR STREET, NEWINGTON ENCROACHMENT AGREEMENT

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

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

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

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

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

Gold Coast has agreed to the following conditions in order to satisfy the District's concerns for protection of the Sewer and to maintain accessibility along the length of the Easement:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the Sewer. All heavy construction equipment must be located outside of the limits of the Easement right-of-way ("ROW") when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the Sewer shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer caused by any construction, maintenance, repair, replacement or associated activities by or on

behalf of Owner for or in connection with the Improvements within the ROW shall be the responsibility of the Owner.

2. No additional permanent improvements, other than the proposed Improvements, shall be located within the ROW.
3. The District reserves the right to remove Improvements within the ROW at any time if so required for maintenance, repair or replacement of the Sewer or any part thereof. Owner shall bear any additional maintenance, repair or replacement costs necessitated by the presence of Improvements within the ROW, including any such costs incurred by the District.
4. In the event of a sewer emergency caused by the proposed excavation described above, the Owner shall provide, install, operate and remove, at the Owner's expense, an appropriately sized bypass pump and appurtenances.
5. An MDC inspector must be on the job site whenever work is being performed within the ROW, and Owner shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the ROW.
6. The Owner shall perform a CCTV inspection, witnessed by an MDC inspector, of the Sewer in the areas of the construction upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purposes of assessing the post-activity condition of the Sewer.
7. The Owner shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain in force and effect during the performance of any work with in the ROW.
8. Notwithstanding any provision of the Eversource Easement, the terms and conditions of the encroachment agreement authorized in the resolution below shall control and prevail with respect to the ROW, and any work or activities conducted by or on behalf of Eversource therein.

Staff has reviewed this request and considers it feasible.

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

It is RECOMMENDED that it be

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

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Gold Coast Properties CT1, LLC to encroach upon the MDC's existing twenty-foot-wide (20') sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the planned redevelopment of the Property as shown on plans submitted by VHB, Proposed Hotel Development, Fenn Road & Cedar Street, Newington, Connecticut, Utility Plan C-4 and (ii) maintain, repair and replace such Improvements, provided that the District shall not be held liable for any cost or damage of any kind from the present and in the following years as a result of any encroachment authorized hereby, and further provided that such agreement shall not be effective until fully executed by The Metropolitan District and Gold Coast Properties CT1, LLC, and recorded on the Newington land records. In the event that: (i) such full execution and recording does not occur within three (3) months of the completion of the sale of the Property to Gold Coast Properties CT1, LLC, or (ii) such sale does not occur within one (1) year from the date of this resolution, then such resolution shall be null and void, and of no further force and effect.

Respectfully Submitted,



Scott W. Jellison
Chief Executive Officer



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

724

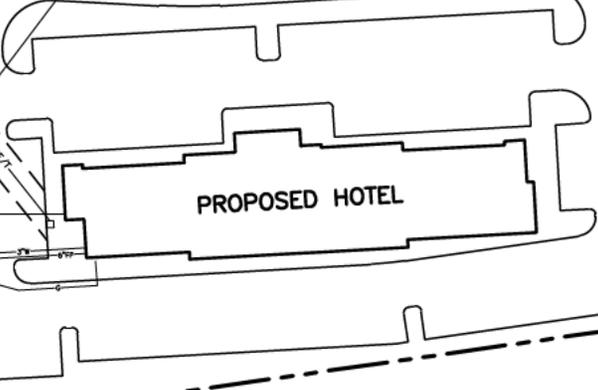
EXISTING
BUILDING
"MERCURY
FUEL"

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

EXISTING
BUILDING
"STARBUCKS"

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

MYRA
COHEN
WAY



PROPOSED HOTEL

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

Ex. 8" PVC Sanitary Sewer (Typ.)

Existing Sanitary Sewer (Typ.)

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

#690

697

**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



May 5, 2021

Ref: 42690.00

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

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

Mr. Curley,

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

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

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

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

Engineers | Scientists | Planners | Designers

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

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



The following items are included to support Permit request:

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

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

Client:

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

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

Attorney:

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

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

Sincerely,
Vanasse Hangen Brustlin, Inc.

A handwritten signature in blue ink, appearing to read "R. Szwelicki", written over a light blue horizontal line.

Rod Szwelicki, PE

SCOTT DRIVE, BLOOMFIELD ENCROACHMENT AGREEMENT

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

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

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

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

Eversource has agreed to the following conditions in order to satisfy the District’s concerns for protection of the Sewer Line and to maintain accessibility along the length of the Easement:

1. Care must be taken during the performance of work for the Improvements or any maintenance, repair or replacement of the same not to disturb the Sewer Line. All heavy construction equipment must be located outside of the limits of the Easement right-of-way (“ROW”) when not in use. Any earth moving equipment that will be utilized on the ROW over and adjacent to the Sewer Line shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the Sewer Line caused by any construction, maintenance, repair, replacement or associated activities by or on behalf of Owner for or in connection with the Improvements within the ROW shall be the responsibility of the Owner.
2. No additional permanent improvements, other than the proposed Improvements, shall be located within the ROW.
3. The District reserves the right to remove Improvements within the ROW at any time if so required for maintenance, repair or replacement of the Sewer Line or any part thereof. Owner shall bear any additional maintenance, repair or replacement costs

necessitated by the presence of Improvements within the ROW, including any such costs incurred by the District.

4. In the event of a sewer emergency caused by the proposed excavation described above, the Owner shall provide, install, operate and remove, at the Owner's expense, an appropriately sized bypass pump and appurtenances.
5. An MDC inspector must be on the job site whenever work is being performed within the ROW, and Owner shall be responsible for the cost and expense of such inspector. Any construction of the Improvements as well as any subsequent construction, maintenance, repair or replacement of the Improvements shall conform to District standards and forty-eight (48) hours advance notice must be given to the District prior to commencing any such activities within the ROW.
6. The Owner shall perform a CCTV inspection, witnessed by an MDC inspector, of the Sewer Line in the areas of the construction upon completion of backfilling and restoration of the excavated areas. The videos will be delivered to the District for the purposes of assessing the post-activity condition of the Sewer Line.
7. The Owner shall maintain the District's standard form of requisite insurance as stipulated in the MDC's most current Guidance Manual for Developers' Permit Agreements, which insurance shall remain in force and effect during the performance of any work with in the ROW.

Staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between Eversource and MDC, and consistent with current practice involving similar requests, and filed on the Town of Bloomfield Land Records.

It is RECOMMENDED that it be

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

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to approval of form and content by District Counsel, granting permission to Eversource Energy to encroach upon the MDC's existing twenty-foot-wide (20') sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements as shown on the plan submitted by Eversource and (ii) maintain, repair and replace such Improvements, provided that the District shall not be held liable for any cost or damage of any kind from the present and in the following years as a result of any encroachment authorized hereby, and further provided that such agreement shall not be effective until fully executed by The Metropolitan District and Eversource, and recorded on the Bloomfield land records. In the event that such full execution and recording does not occur within three (3) months from the

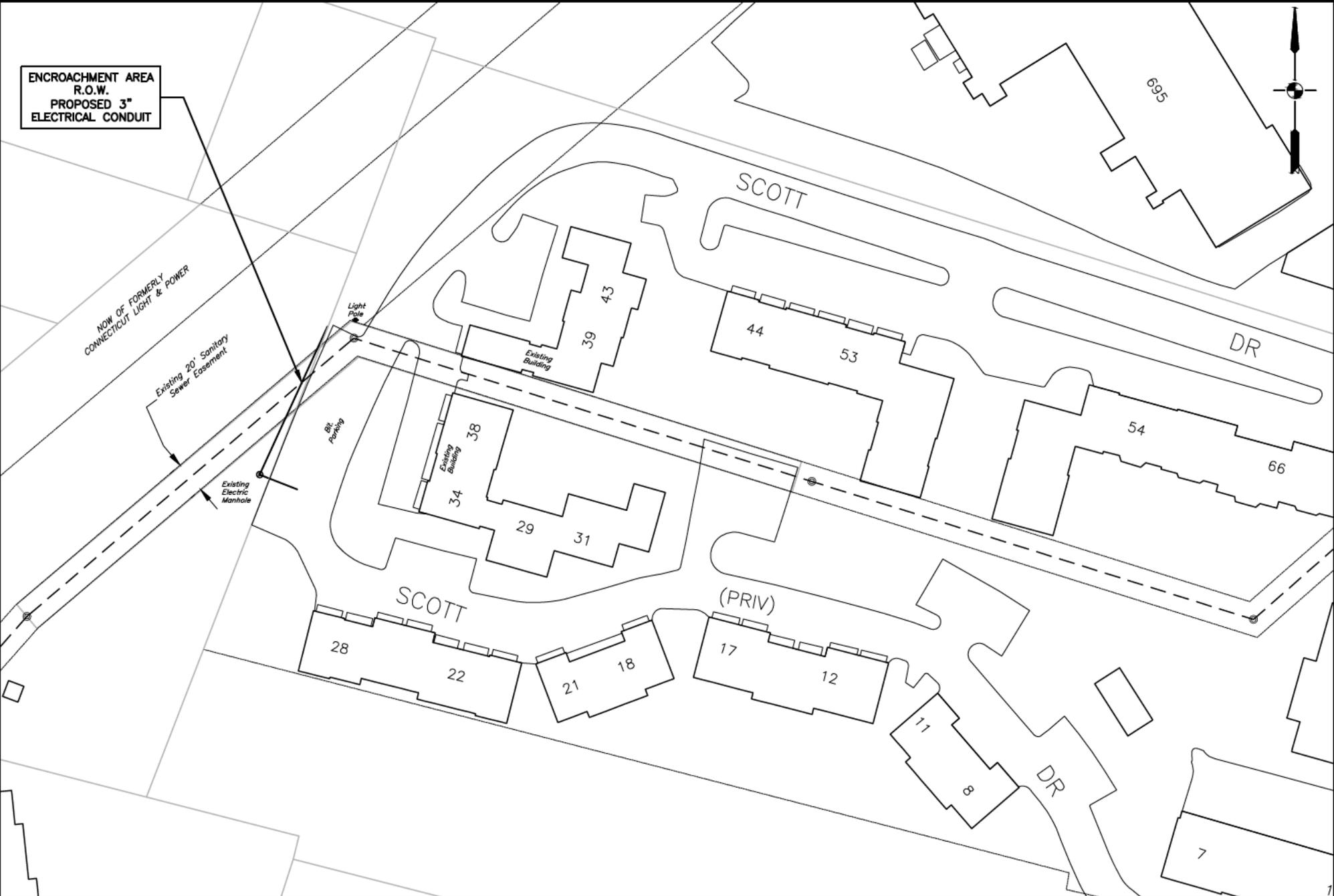
date of passage of this resolution, then it shall be null and void, and of no further force and effect.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott W. Jellison". The signature is stylized with a large, looping initial "S" and a long, sweeping underline.

Scott W. Jellison
Chief Executive Officer

ENCROACHMENT AREA
R.O.W.
PROPOSED 3"
ELECTRICAL CONDUIT



SCOTT DRIVE

BLOOMFIELD

F:\Towns\Bloomfield\Sewer\ScottDr\ScottDr-Ecmt.dwg
Latest Revision: 4/15/21

TO ILLUSTRATE SANITARY SEWER
EASEMENT ENCROACHMENT



410 Sheldon St
Hartford, CT 06106
860-280-2038
John.Serdechny@Eversource.com

March 25, 2021

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

RE: MDC Encroachment Permit Request for
Scott Drive Bloomfield, CT

Dear Mr. Curley,

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

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

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

Sincerely,

John Serdechny
Field Engineering Design
Eversource

5, 7 & 9 TUNXIS AVENUE, BLOOMFIELD ENCROACHMENT AGREEMENT

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

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

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

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

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

Since some contamination on the Properties will remain in place and not be removed pursuant the above described remediation to be undertaken by ExxonMobil in accordance with the Program, an Environmental Land Use Restriction (“ELUR”) is required to be filed on the Bloomfield land records to ensure that any disturbance of these

remaining soils and groundwater is performed with prior written notice to CTDEEP and in accordance with proper soil and groundwater management practices and restrictions set forth in the ELUR.

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

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

Agreements, which shall remain in force and effect during the performance of any work with in the Easement Area.

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

District staff has reviewed this request and considers it feasible.

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

It is RECOMMENDED that it be

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

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

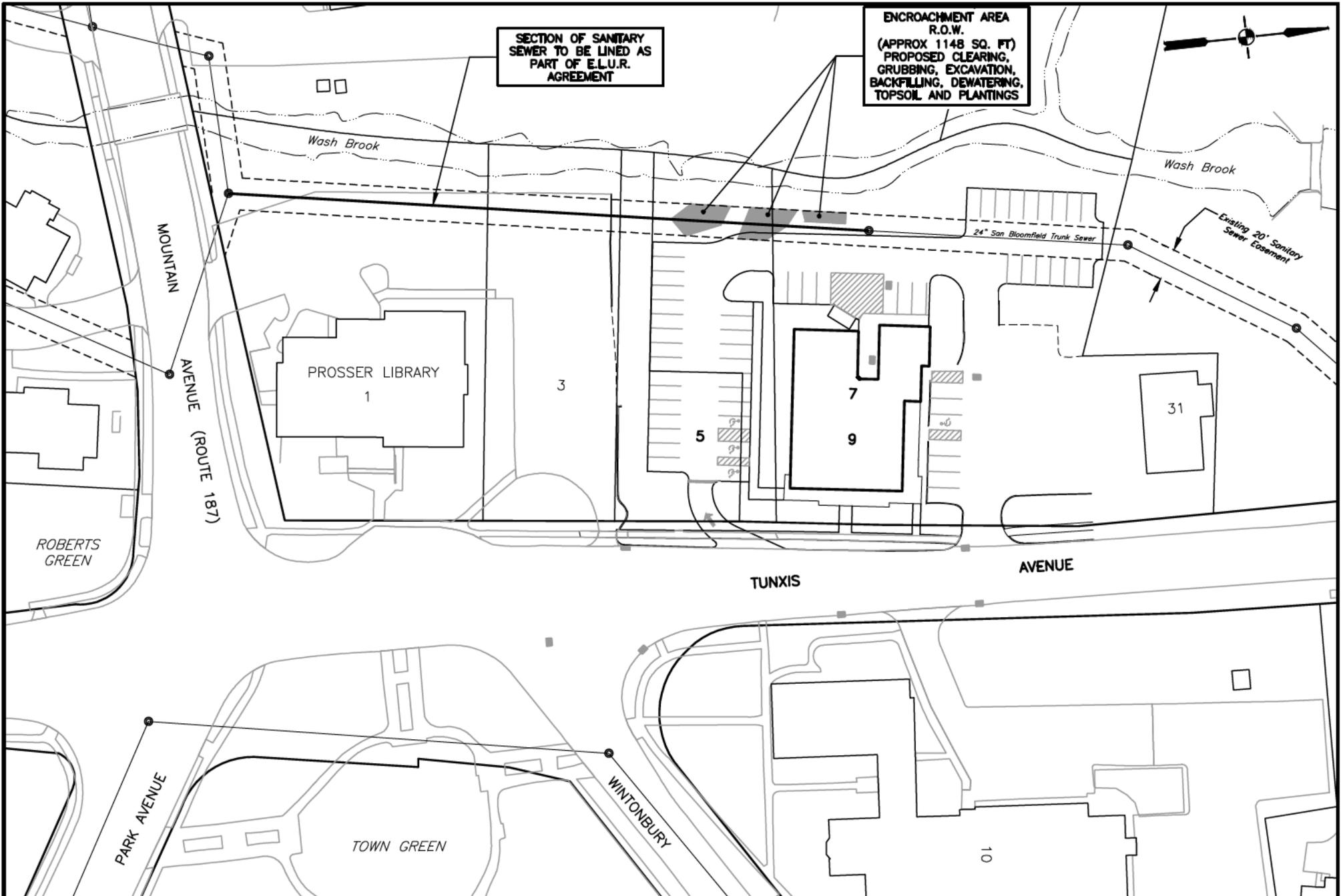
RESOLVED:

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Scott W. Jellison".

Scott W. Jellison
Chief Executive Officer



SECTION OF SANITARY SEWER TO BE LINED AS PART OF E.L.U.R. AGREEMENT

ENCROACHMENT AREA R.O.W. (APPROX 1148 SQ. FT) PROPOSED CLEARING, GRUBBING, EXCAVATION, BACKFILLING, DEWATERING, TOPSOIL AND PLANTINGS



5, 7 & 9 TUNXIS AVENUE
EXXON MOBIL

F:\Towns\Bloomfield\Sewer\TunxisAve\TunxisAve-Ecmt2.dwg
Latest Revision: 6/3/21

TO ILLUSTRATE SANITARY SEWER EASEMENT ENCROACHMENT

BLOOMFIELD



February 17, 2021

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

Re: TEMPORARY SEWER EASEMENT ENCROACHMENT PERMIT REQUEST

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

Dear Mr. Curley,

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

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

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

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

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

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

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

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

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

Sincerely,
Kleinfelder, Inc.

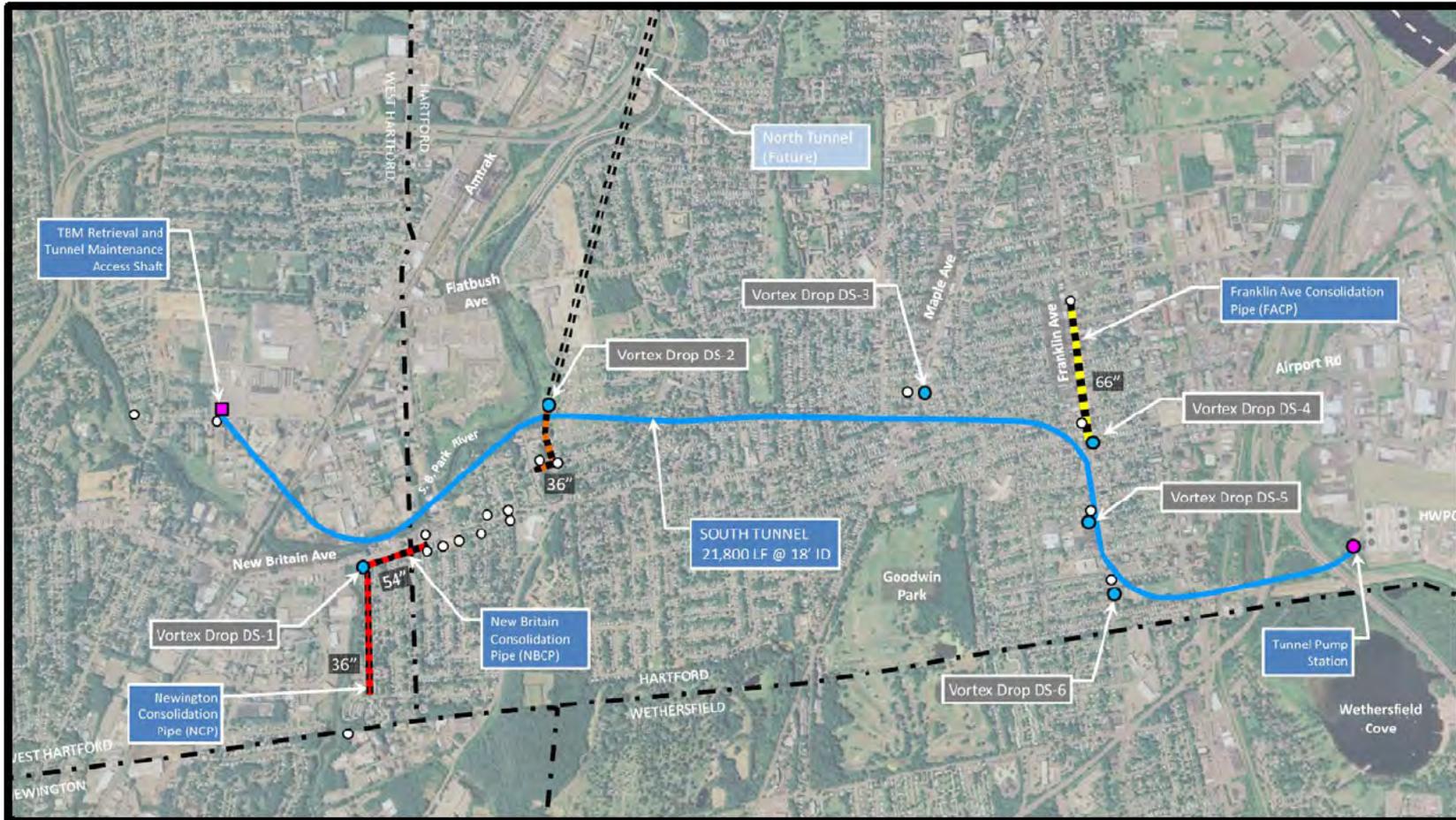


John Liddon, LEP
Project Professional

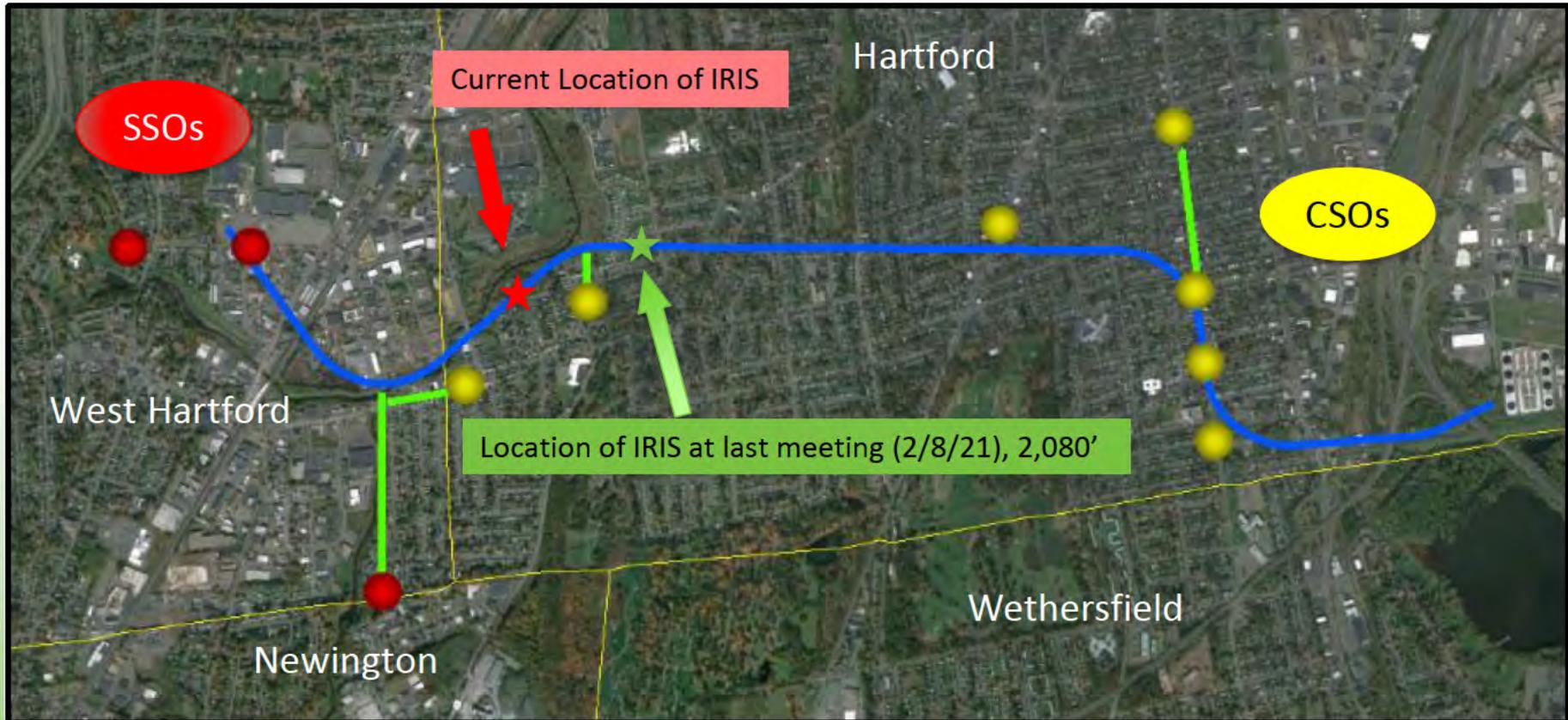
cc: E&PS (electronic file)



South Hartford Conveyance and Storage Tunnel – *DRB & Project Update: June 9, 2021*



Project Overview



- 4 miles long, 18 ft ID, 6 intermediate drop shafts
- 7,300 feet of consolidation conduits
- Deep circular shaft pump station

Dispute Resolution Board – Update

- KOJV has a claim for a Differing Site Condition in Reach 1 of the SHCST.
- After denial of the merits by MDC the issue was elevated to the DRB.
- Written position statements and presentations were provided to the DRB in early April.
- A formal hearing was held April 20-21, 2021 where both KOJV and the MDC team presented their cases on the merits of the claim – not costs.
- A report with the DRB's opinion on the merits of the claim can normally be expected from the DRB 30-90 days following the hearing.
- Report is not binding but is admissible in any subsequent legal proceedings.

Contract 2 Status (shafts and tunnel)

- Tunnel
 - TBM went underground late summer 2018.
 - Tunnel length excavated through June 2, 2021: 15,646 feet.
 - 5,612 feet remaining. Projected hole-through: January 2022.
 - Mined 900 feet in May 2021 (best production since April 2020).
- Pump Station Shaft
 - Pump Station Completion Milestone Date: July 27, 2019.
 - Ongoing crack injection to reduce inflow through walls projected to be complete in ~3 weeks.
 - Final lap joint survey to be completed following crack injection.
 - Final cleaning of shaft to be added as an addendum in Contract 3.
- Retrieval Shaft
 - Shaft construction complete. Crack injection next month.
 - Odor control building and underground structures complete.
 - Odor control building Milestone Date: May 10, 2022.
- Drop Shafts
 - Shaft construction complete - sites secured and maintained by MDC
 - Adit tunnels complete: DS-3, DS-4, DS-5, DS-6.

Contract 2 Status

CONTRACT COMPLETION DATE:
MAY 2022

Cost

83%
Complete

Time

82% Complete

Status as of April 2021 Pay Application

Contract 2 Status (shafts and tunnel)

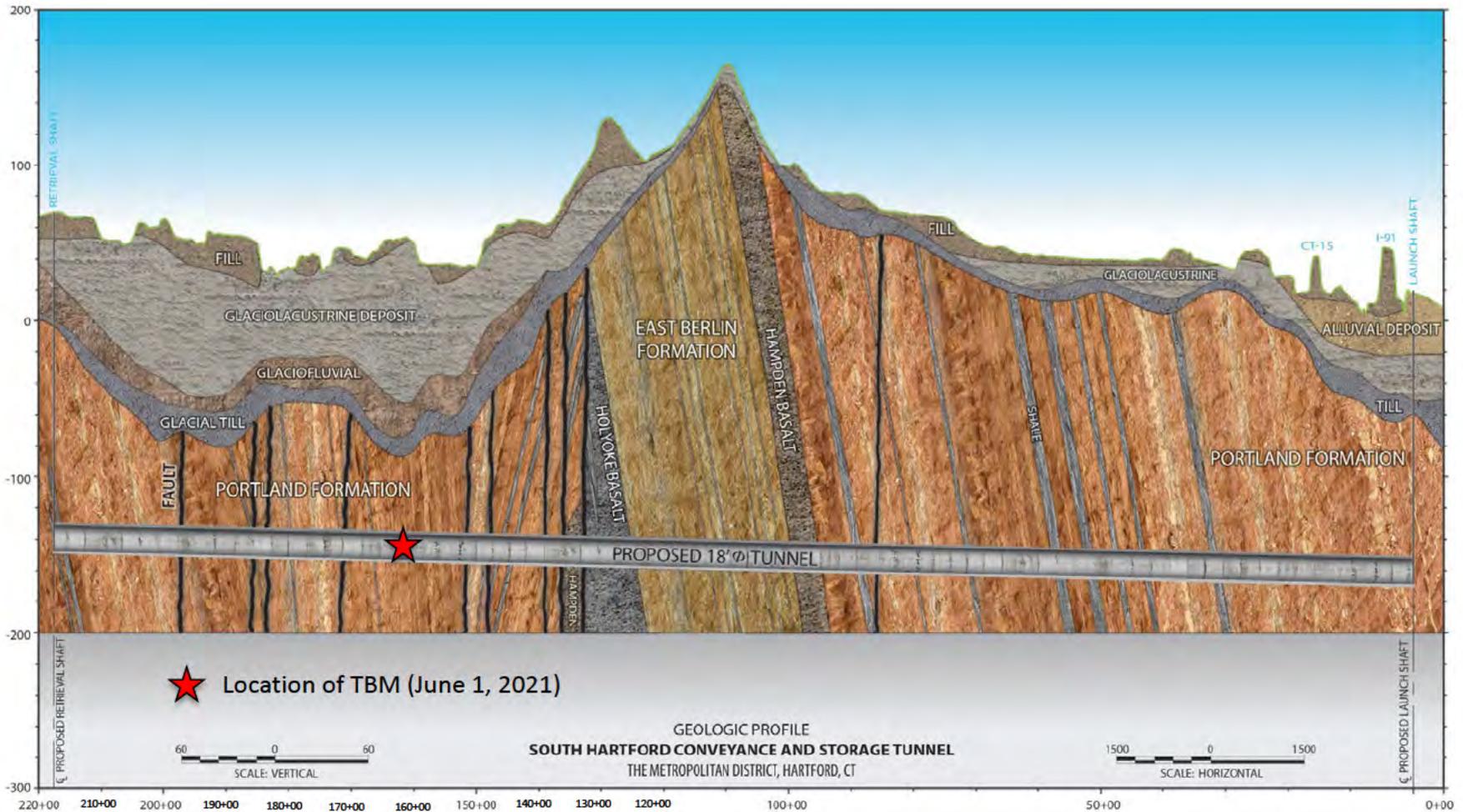
- Original Contract Value: \$279,400,000
- Change Orders to Date: \$ 6,612,281
- Current Contract Value: \$286,012,281

- Original Contract Schedule Days: 2,050
- Original Contract Completion Date: March 13, 2022
- Change Orders to Date (additional days): 58
- Pending Change Order (additional days): 80
- Pending Contract Completion Date: July 29, 2022

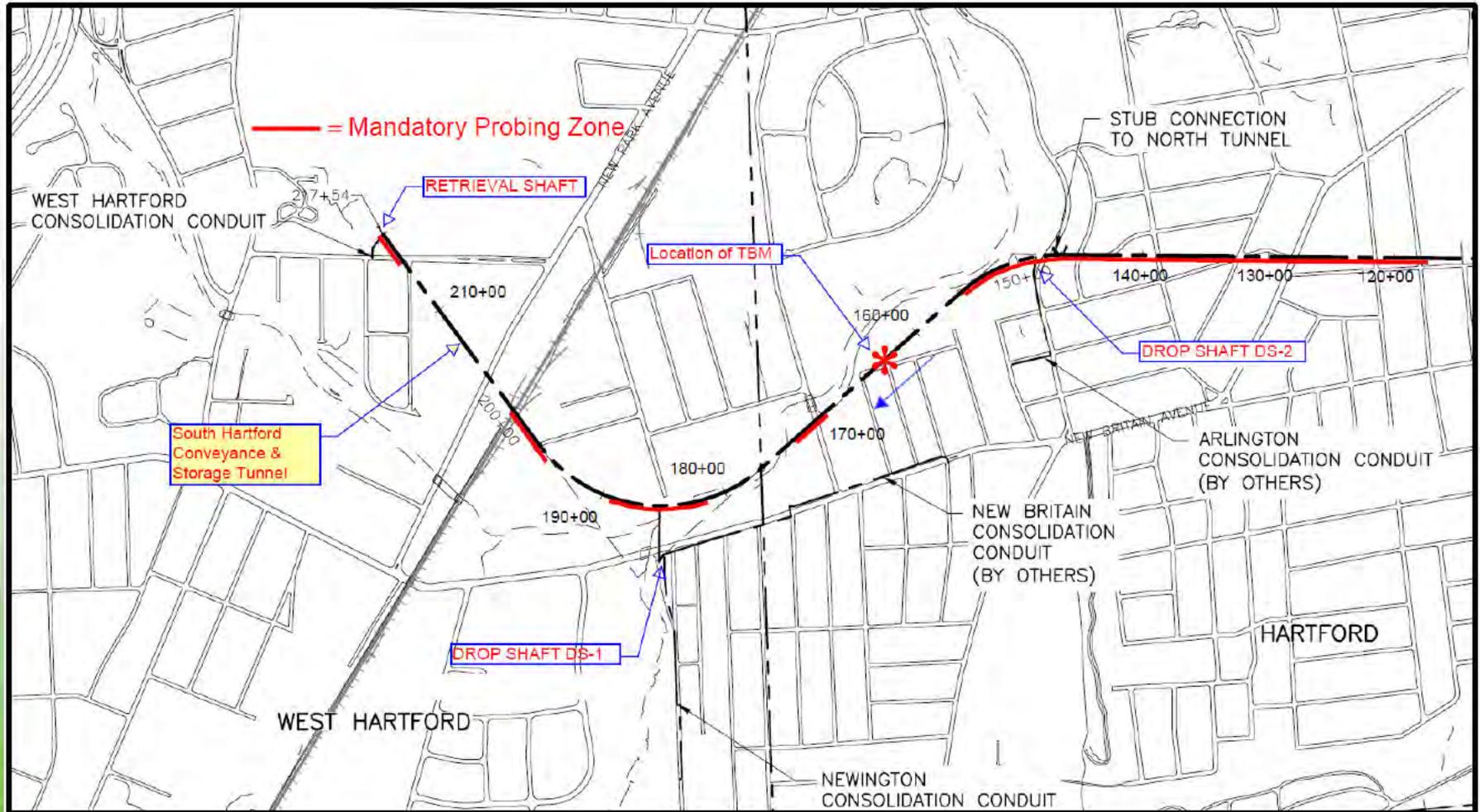
Current C2 Milestone Schedule

Contract Milestone Number	Contract Milestone	Current Contractual Date	KOJV Forecast	CM Forecast
3	Pump Station Shaft Completion	7/27/2019	4/30/21	9/30/21
---	TBM Hole Through	NA	Sept 2021	Feb 2022
4	Launch Shaft Completion	8/9/2020	3/25/22	10/15/22
5	Project Substantial Completion	5/10/2022	9/12/22	April 2023

Geologic Cross Section of Deep Rock Tunnel

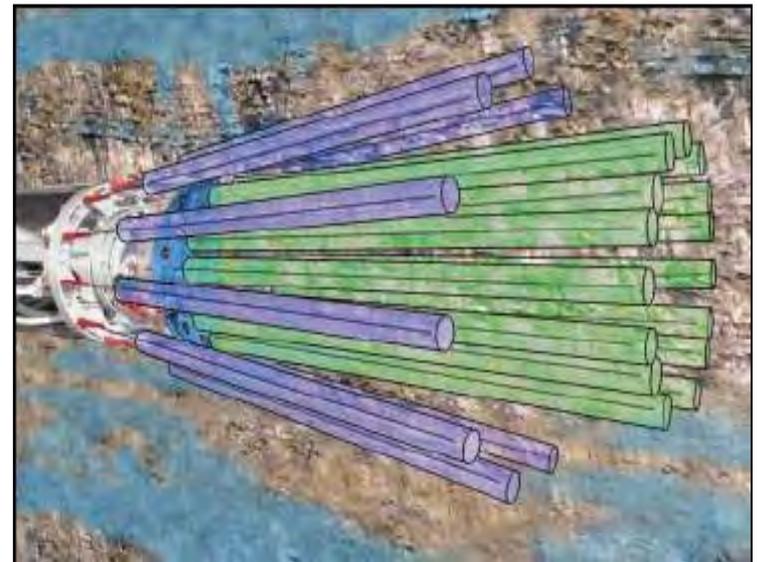
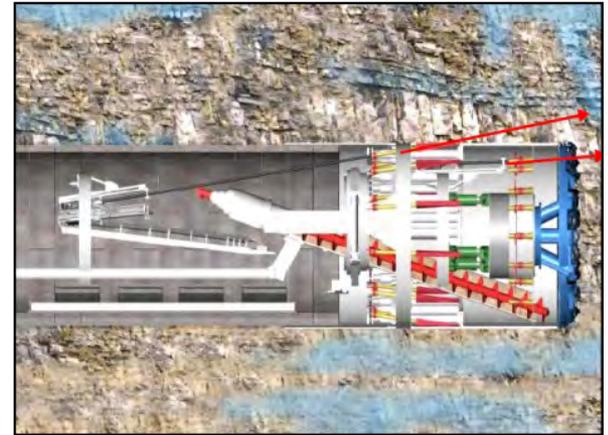


Mandatory Pre-Excavation Grouting



Mandatory Pre-Excavation Probing

- Probing ahead of the TBM is required throughout portions of tunnel drive, where water-bearing fractured bedrock is expected.
 - Probing ahead of the TBM is often used during construction to detect zones where there is potential for instability ahead of the tunnel face or high groundwater flow (or both).
 - Pre-excavation drilling involves probing at least 100 feet ahead of the TBM cutter head with a 20-ft minimum overlap.
-
- Probe drilling is required in the following *six* defined areas for the TBM-mined tunnel:
 - Reach 2 - Station 118+00 to Station 143+00 (2,500 feet)
 - Reach 3 - Station 143+00 to Station 155+00 (1,200 feet)
 - Reach 3 - Station 169+75 to Station 172+75 (300 feet)
 - Reach 3 - Station 182+50 to Station 189+00 (650 feet)
 - Reach 3 - Station 196+0 to Station 200+00 (400 feet)
 - Reach 3 - Station 215+50 to Station 217+75 [Retrieval Shaft] (225 feet)



Mandatory Pre-Excavation Grouting

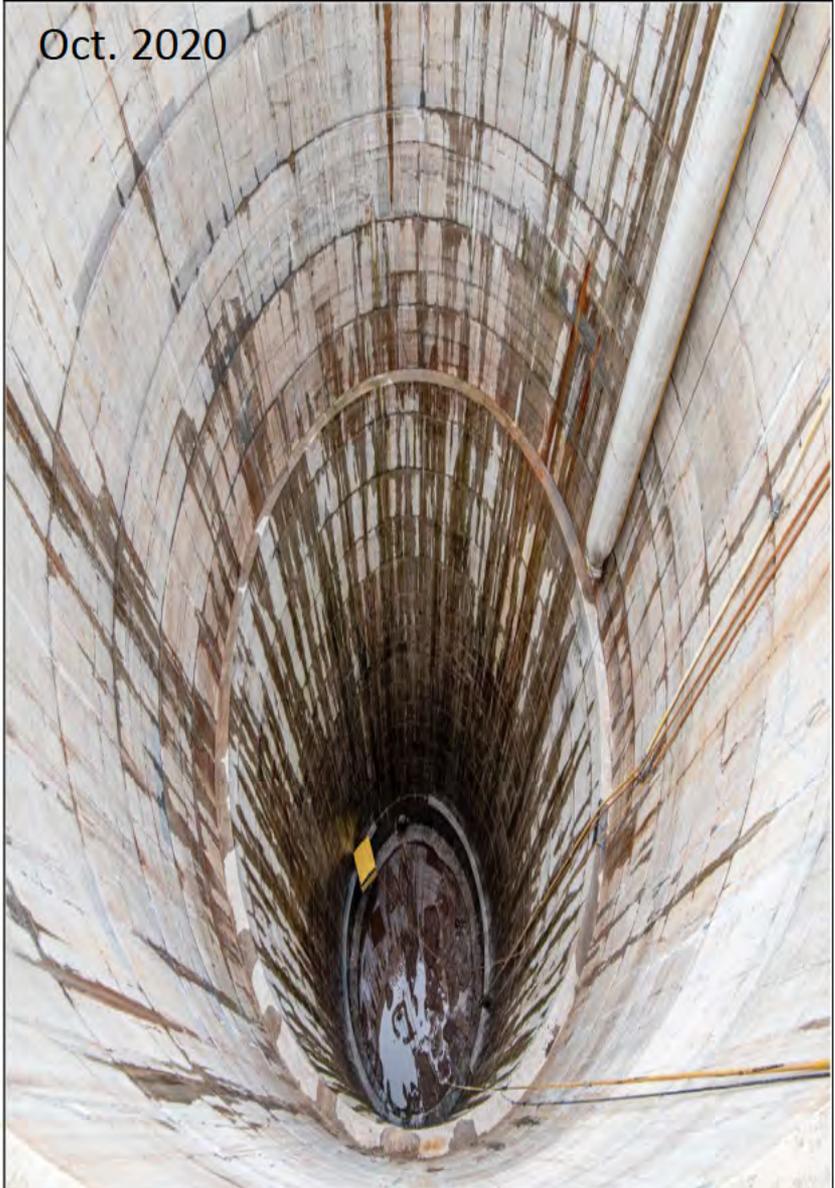
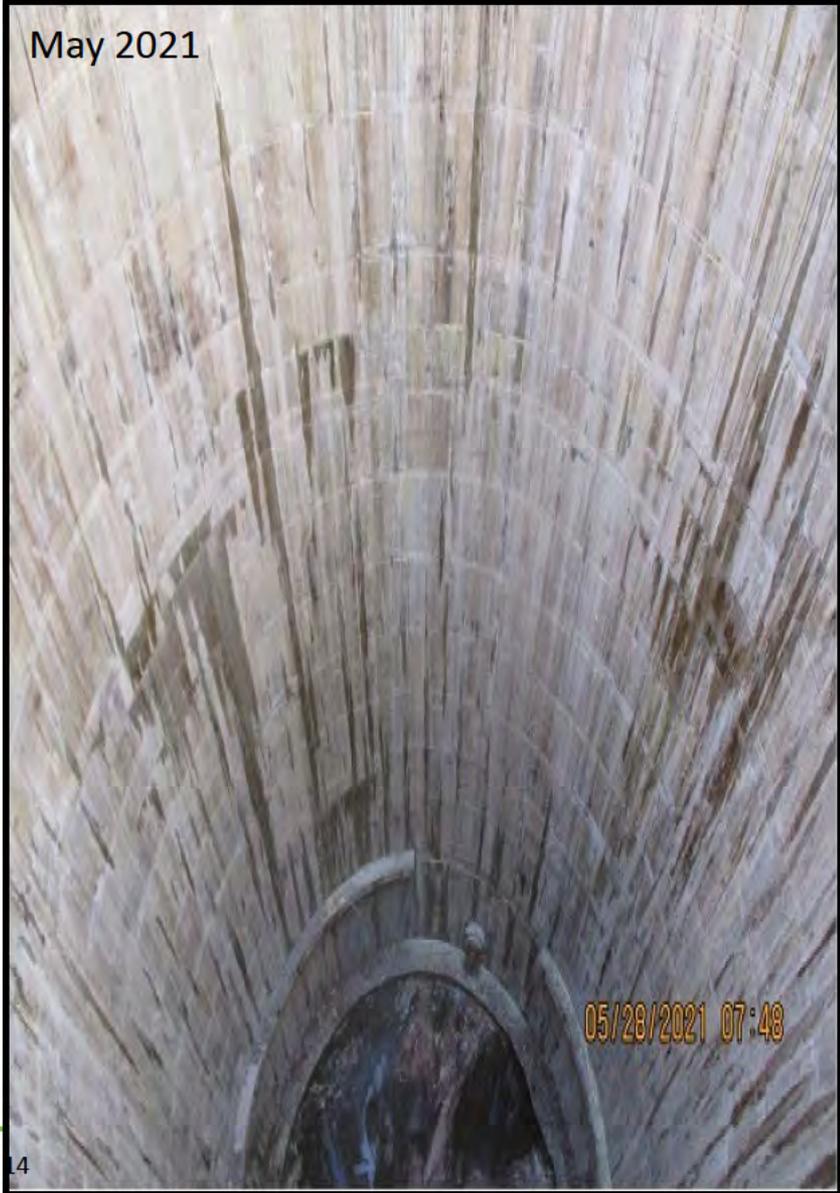
- Grouting of the rock mass is required if the sustained flow from any probe hole is **greater than 30 gpm over a period of at least 30 minutes.**
- Grout materials used in the mandatory pre-excavation probing program are compensated for under allowance item A-7 (\$360,000). This allowance is based on submittal of invoiced costs. \$1.98M total expended to date.
- Crew hour allowance for conducting probing and grouting above flow criteria is paid for under allowance A-10 (\$6,000/hr; \$4.8M). \$13.8M total expended to date.
- This allowance shall not cover any TBM pre-excavation grouting utilized by the Contractor for grouting elected to be performed below the thresholds specified in the Contract Documents. This allowance shall not cover any down time or delay in mobilization of grouting equipment or materials.

Contract 2 Photos

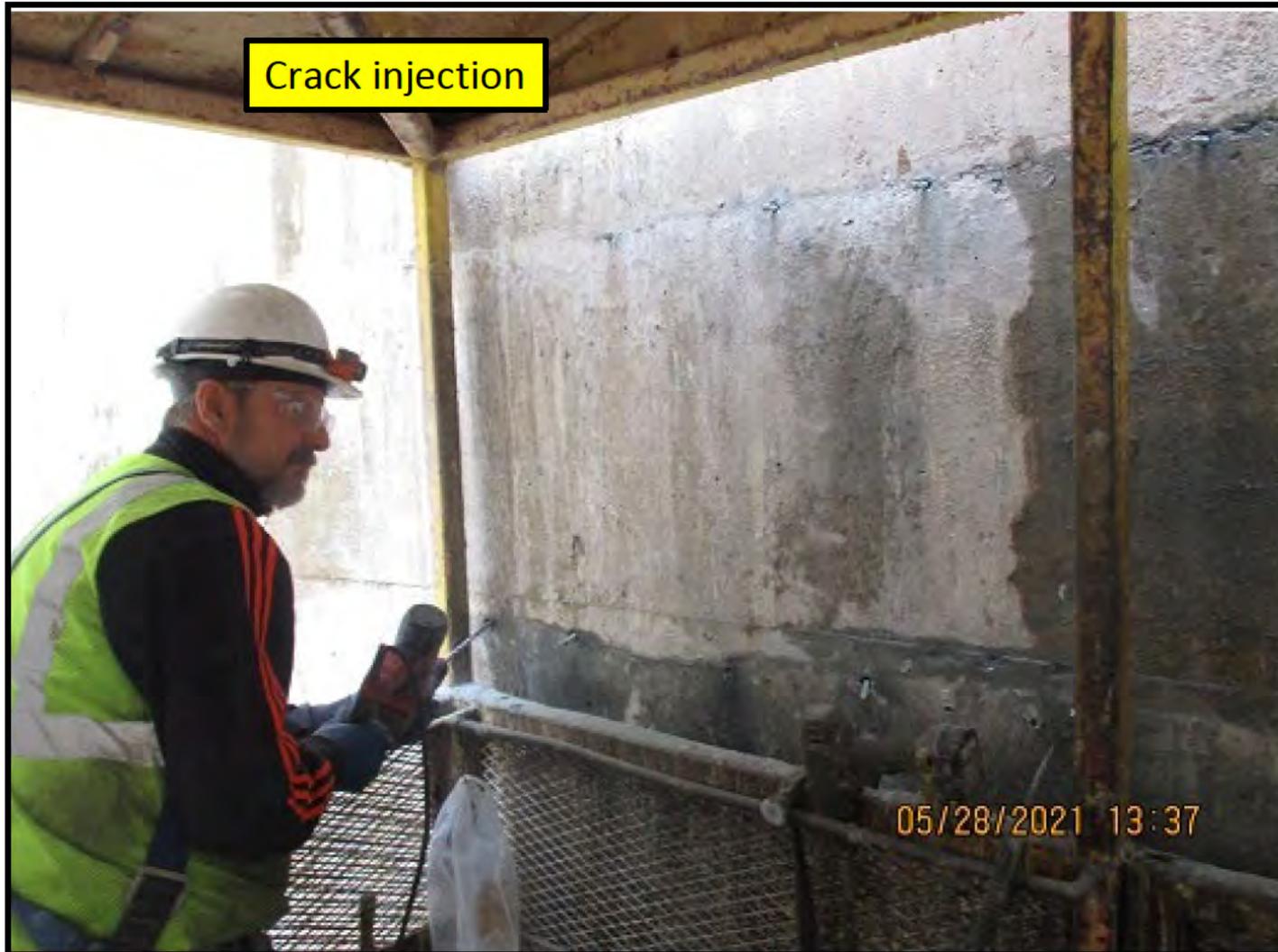
Proof drilling to verify annulus grouting



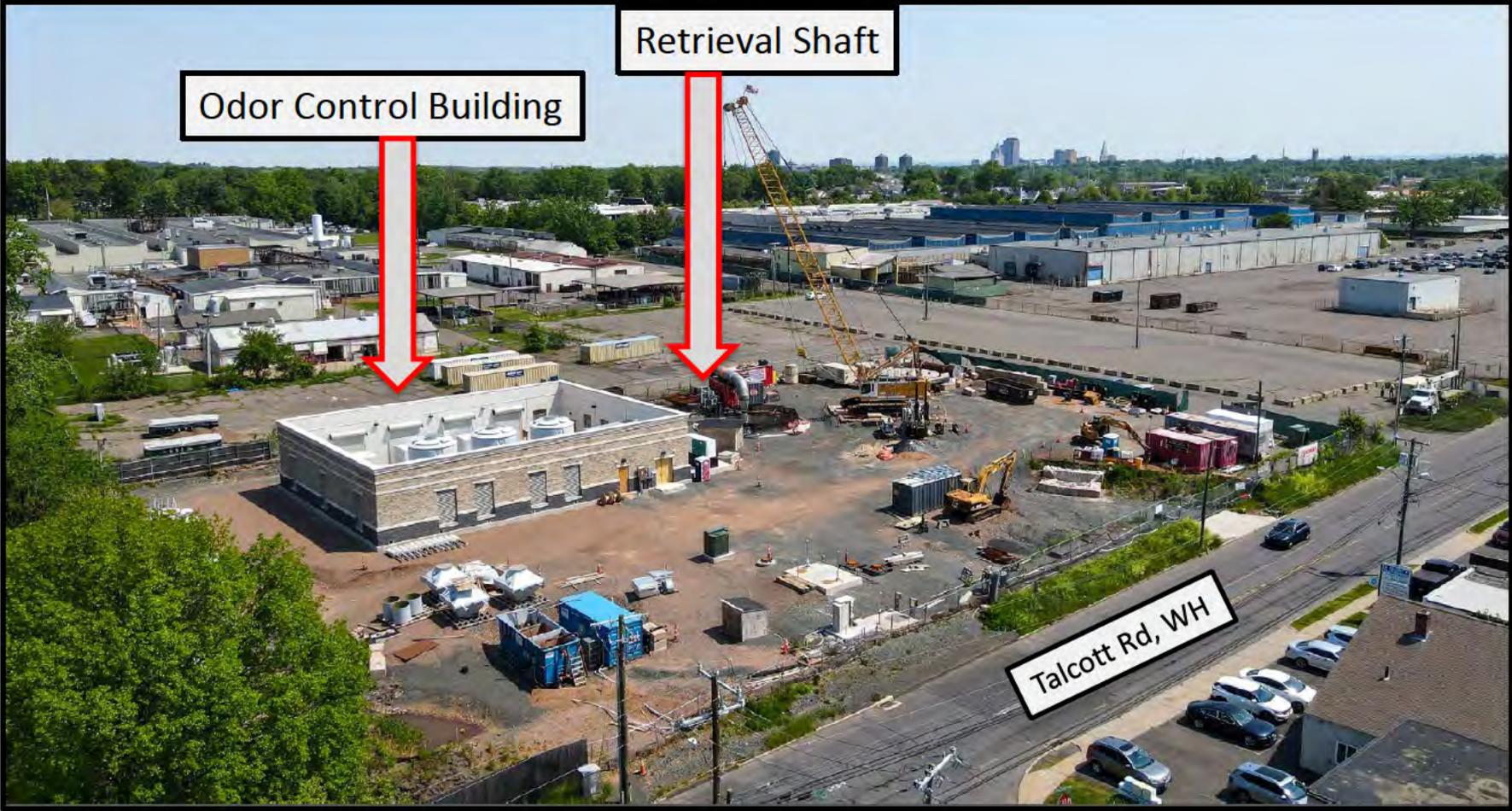
Tunnel Pump Station – Crack Sealing



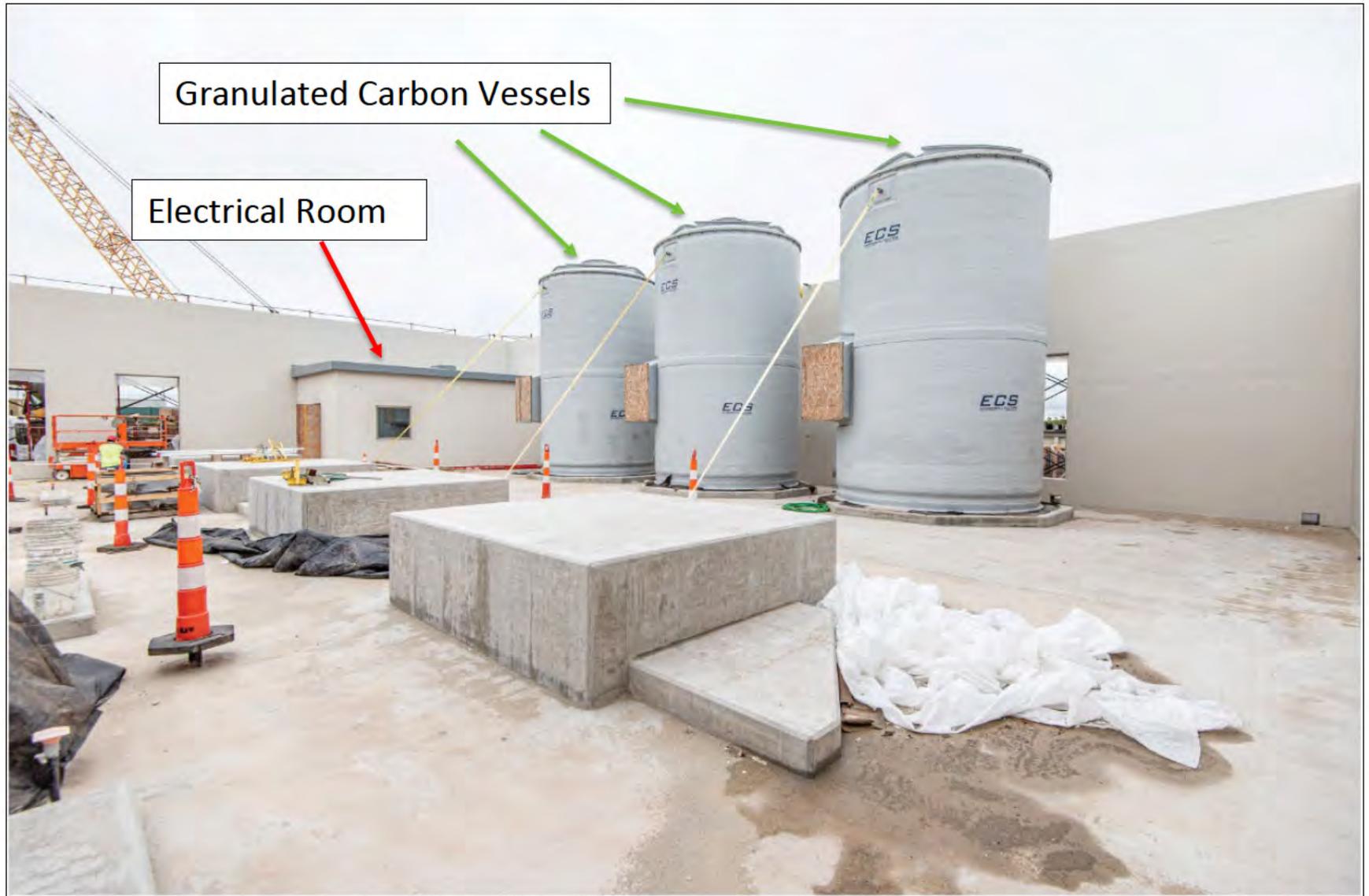
Tunnel Pump Station – May 2021



Retrieval Shaft Site – Odor Control Building: May 2021



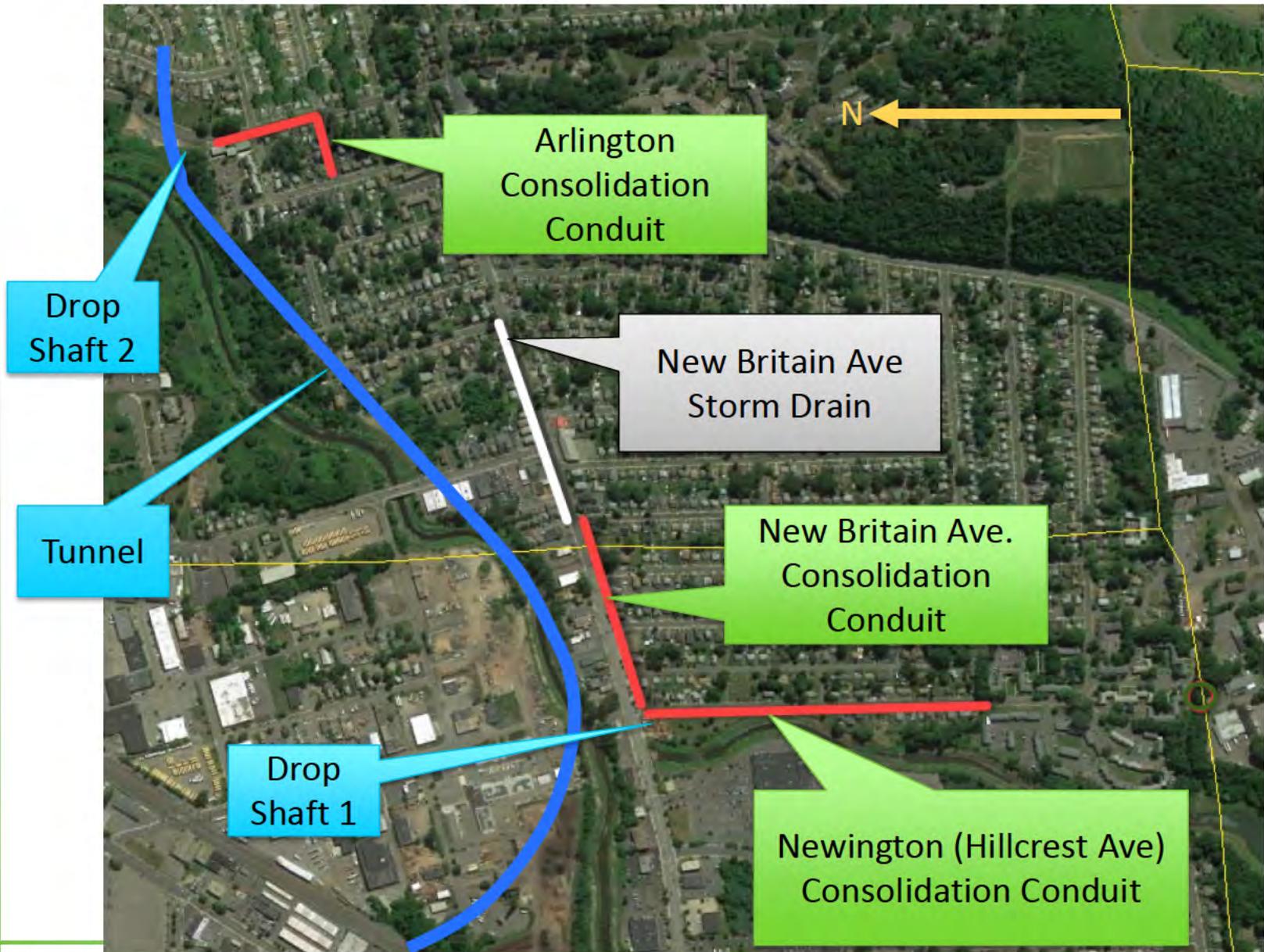
Retrieval Shaft Site – Odor Control Building: May 2021



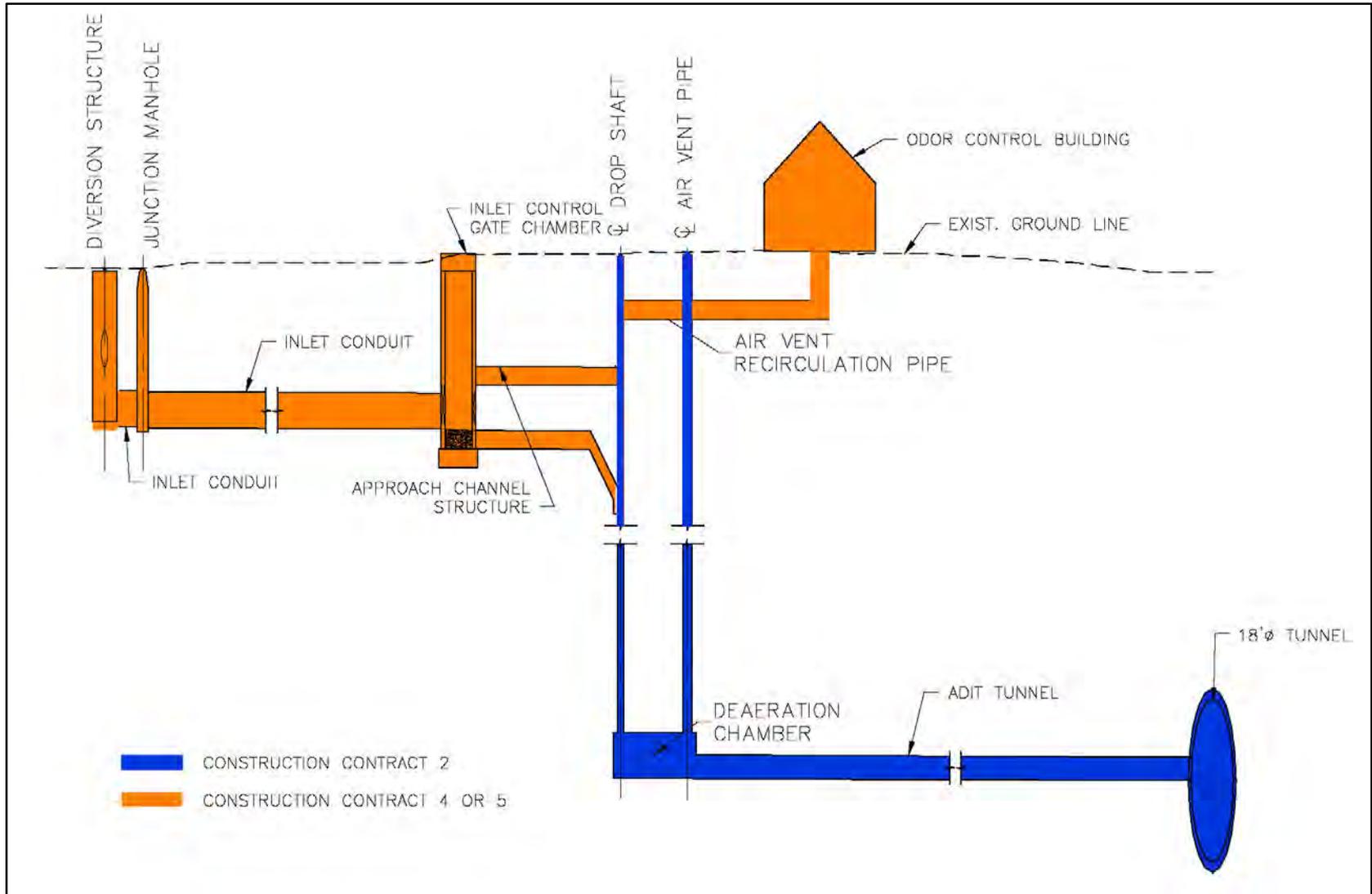
Contract 5 – Arlington, Newington & New Britain Conduits

- Awarded to Empire Paving for \$36,700,842
- Contract Start Date: April 1, 2020
- Contract Completion Date: October 27, 2023 (942 calendar days)
 - New Date is June 28, 2023 (worked through winter shutdown)
- 42% grant (mix of CSO and SSO) / 58% loan
- New diversion structures
- Consolidation conduits by microtunneling
 - Newington Trunk Sewer Consolidation Conduit (Hillcrest Ave, WH) ~ 1,800 feet, 36"
 - Arlington Area Consolidation Conduit ~ 1,000 feet, 42"
 - New Britain Ave. Consolidation Conduit Sewer ~ 1,100 feet, 54"; New Britain Ave. Storm Drain ~1,300 feet, 30"
- 2 Drop Shaft Facilities (DS-1: West Hartford; DS-2: Hartford)
 - Approach channels and gate chambers
 - Odor control equipment
 - Site landscaping and enclosures

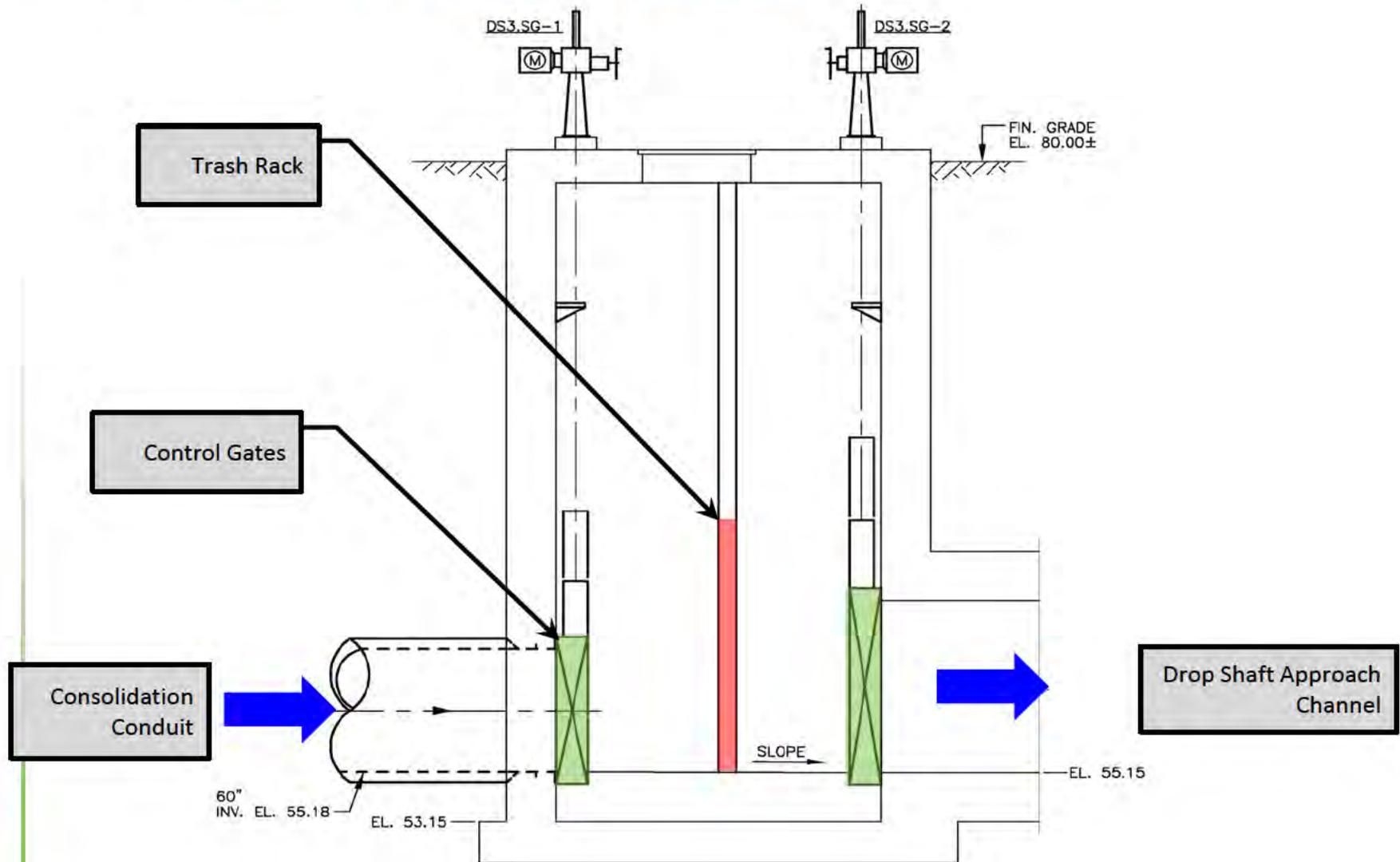
Contract 5



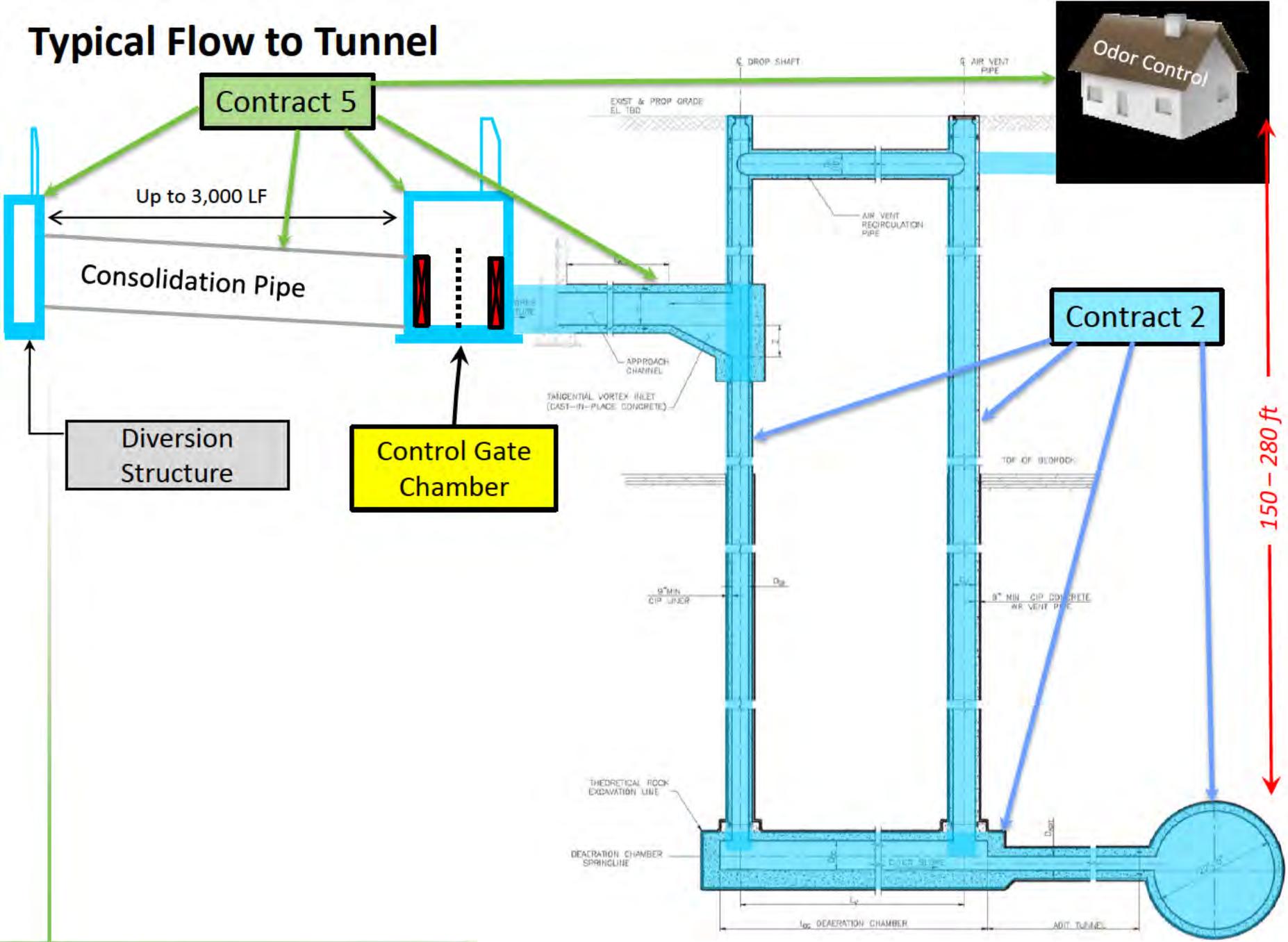
Contract Packaging



Inlet Control Gate Chamber



Typical Flow to Tunnel



Contract 5 – Status

- Newington Consolidation Conduit ~1,800 feet, 36”
 - Completed Microtunneling Operation (2 drives).
 - Completed subsurface structures.
 - Currently working on restoration and pipe testing.
- Arlington Consolidation Conduit ~ 1,000 feet, 42”
 - Completed both tunnel drives (Junction MH to MH03 & MH03 to Diversion Structure).
 - Continue to construct underground structures.
 - Diversion Structures
 - High Outlet Relief Structures
- New Britain Ave. Consolidation Conduit Sewer ~ 1,100 feet, 54”;
New Britain Ave. Storm Drain ~1,300 feet, 30”
 - Utility Relocation Work.
 - Started Microtunneling in May. Scheduled to complete in June 2021.

Contract 5 Status

Original Contract Completion Date:
October 2023

Revised Contract Completion Date:
June 2023

Cost

38%
Complete

Time

45% Complete

Status as of April 2021 Pay App

Contract 5 Photos

Contract 5 – Guided bore from diversion structure to Newfield Street, Hartford



Contract 5 – Junction manhole at DS-2. Microtunnel pipe connected to reinforced concrete structure – Hartford.



Contract 5 – S-19 Diversion Structure. Hartford.



Contract 4 – Franklin Area Conduits

- Received only one bid in March, 2020
 - Bid was significantly higher than Engineer's estimate
 - Did not award contract
 - Re-evaluating design of project
-
- New diversion structures
 - Consolidation conduits
 - Franklin Avenue Rock Tunnel ~ 2,300 feet, 66" finished diameter
 - Shorter conduits from other diversion structures
 - 4 Drop Shaft Facilities (DS-3 through DS-6)
 - Approach channels and gate chambers
 - Odor control equipment
 - Site landscaping and enclosures

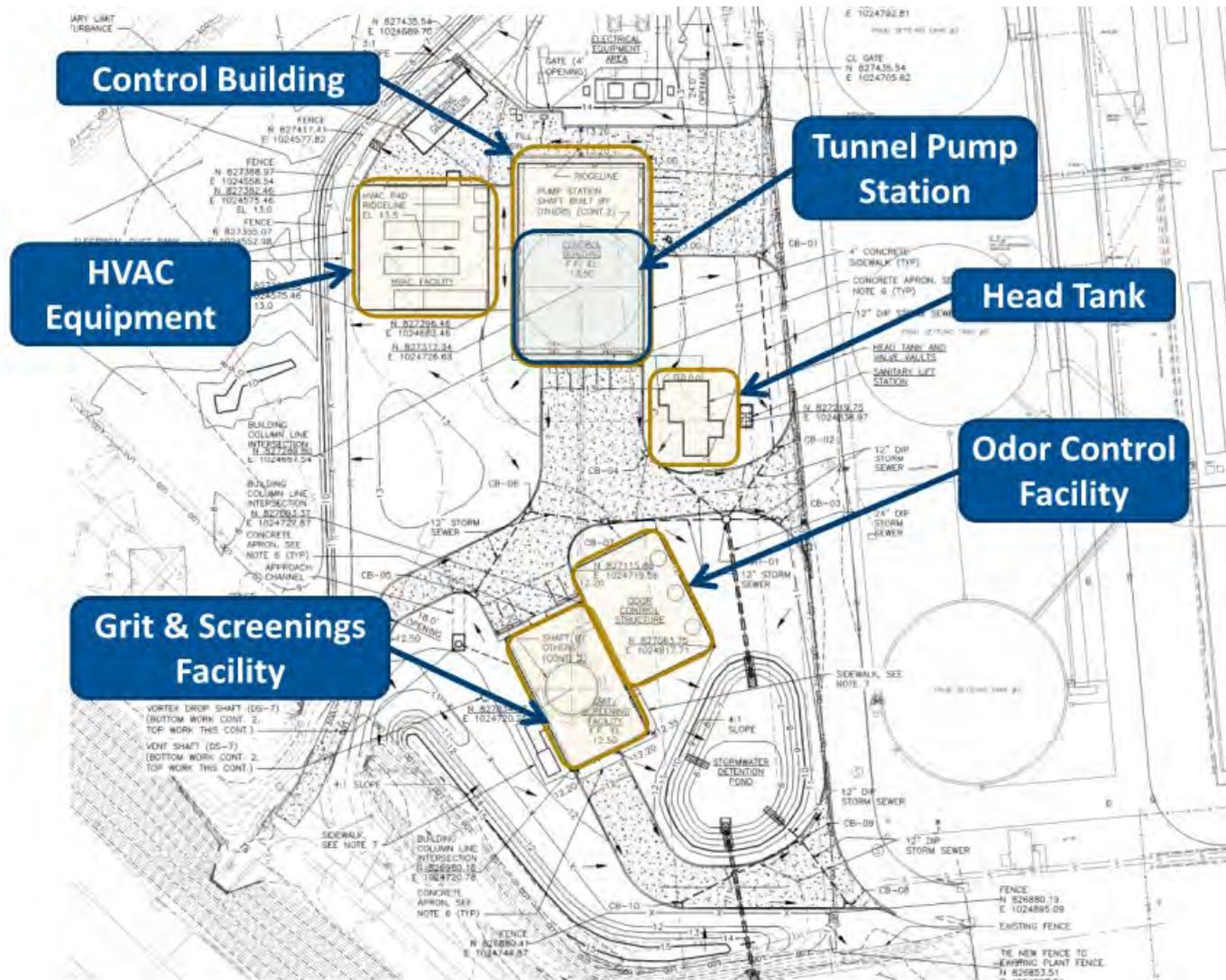
Contract 4



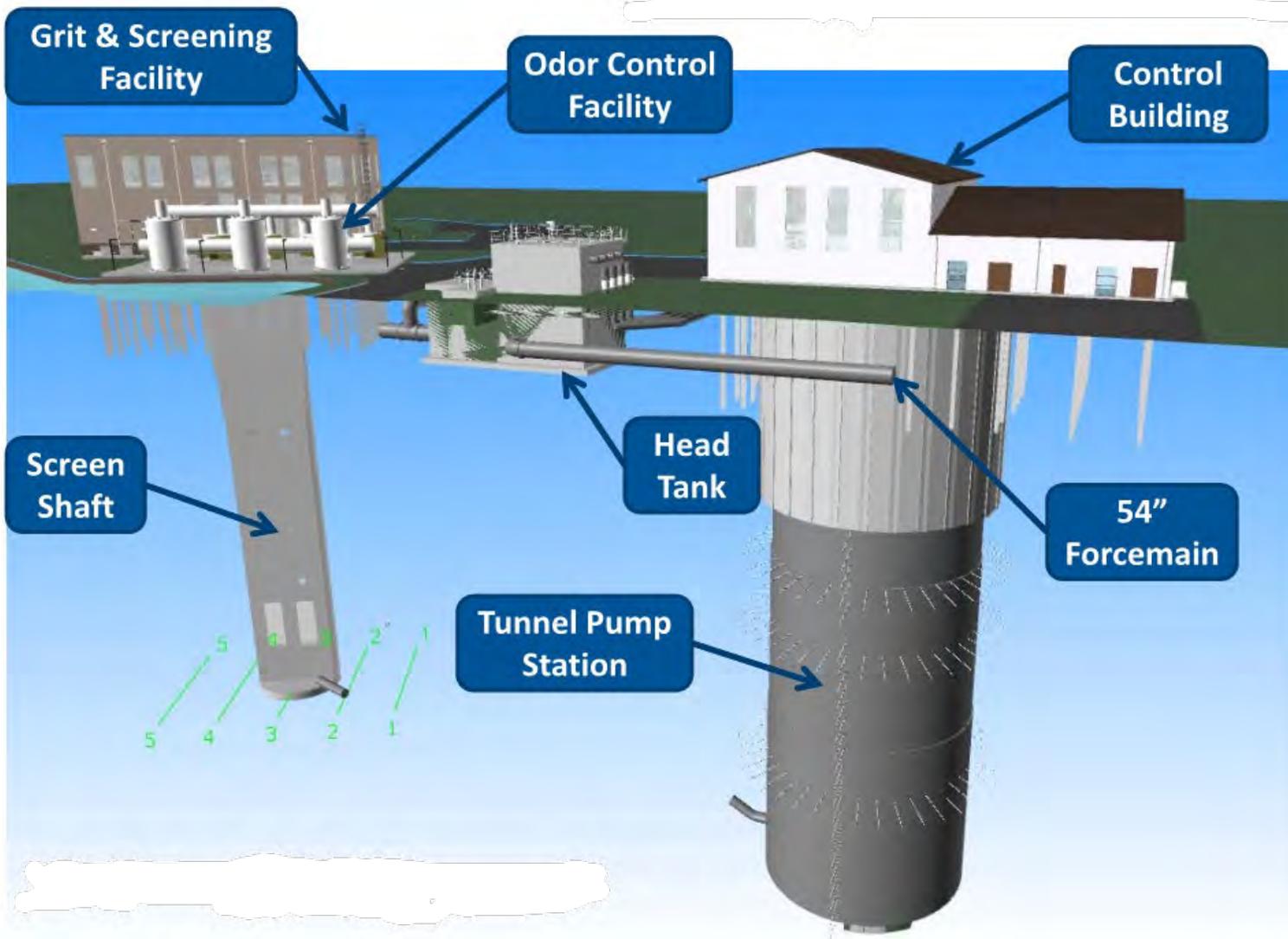
Contract 3 – Tunnel Pump Station

- Advertising: Anticipate June 2021
- 48% grant (mix of CSO and SSO) / 52% loan
- Contract 2 is building shafts
 - Tunnel launch shaft becomes grit and screening facility
 - Tunnel pump station shaft (Finish work to be added as addendum in C3)
 - Suction header connects the two shafts
- Major Equipment
 - Grit & Screening – Bar Rack, Rake, Clamshell
 - Pumps (4), valves, etc.
 - Odor Control
 - Backup Generators
- Buildings – Pump Station, Grit and Screenings
- Head Tank
- Force main to HWPCF headworks
- Systems Integration
- Site restoration / wetlands mitigation

Contract 3 – Tunnel Pump Station



Contract 3 – Tunnel Pump Station



Thank you!

