



The Metropolitan District
water supply · environmental services · geographic information

**BUREAU OF PUBLIC WORKS
REGULAR MEETING
WEDNESDAY, OCTOBER 23, 2024
4:00 PM**

Location

Board Room
District Headquarters
555 Main Street, Hartford

Dial in #: (415)-655-0001
Access Code: 2304 601 9888#

[Meeting Video Link](#)

Commissioners

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

Quorum: 10

1. CALL TO ORDER
2. PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS
3. APPROVAL OF MEETING MINUTES OF AUGUST 21, 2024
4. REPORT RE: 2025 BILLING FOR MISCELLANEOUS SEWER RATES & CHARGES
5. CONSIDERATION AND POTENTIAL ACTION RE: WINDSOR LOCKS SEWER AGREEMENT
6. CONSIDERATION AND POTENTIAL ACTION RE: REQUEST FOR DEFERRAL OF 109 PIERSON LANE WINDSOR ASSESSMENT
7. OPPORTUNITY FOR GENERAL PUBLIC COMMENTS
8. COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS
9. ADJOURNMENT

**BUREAU OF PUBLIC WORKS
WINDSOR LOCKS SEWER SERVICE AGREEMENT**

To: Bureau of Public Works

October 23, 2024

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 eight-inch (8”) 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;

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 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,

A handwritten signature in black ink that reads "John Mirtle". The signature is written in a cursive style with a large, prominent "J" and "M".

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 eight-inch (8”) 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.

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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 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 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).

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

To: Bureau of Public Works

October 23, 2024

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.

If the Bureau of Public Works determines that there is sufficient basis to defer this assessment, the following resolution is in order:

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.

If the Bureau of Public Works determines that there is insufficient basis to defer this assessment, the following resolution is in order:

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 not be deferred, and the assessment shall be due and payable upon completion of the sanitary sewer construction within a portion of Pierson Lane, Windsor.

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!

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BUREAU OF PUBLIC WORKS
REGULAR MEETING
555 Main Street, Hartford
Wednesday, August 21, 2024

Present: Commissioners John Avedisian, John Bazzano, William A DiBella, David Drake, John Gale, Joan Gentile, Allen Hoffman, Gary Johnson, Byron Lester, Bhupen Patel, Alvin Taylor, James Woulfe and District Chairman Donald M. Currey (13)

Remote

Attendance: Commissioners Richard Bush, Pasquale J. Salemi and David Steuber (3)

Absent: Commissioners James Healy, Georgiana Holloway, Maureen Magnan and Calixto Torres (4)

Also

Present: Commissioner Jackie Gorsky Mandyck
Commissioner Dominic Pane
Scott W. Jellison, Chief Executive Officer
Christopher Stone, District Counsel
John S. Mirtle, District Clerk
Kelly Shane, Chief Administrative Officer
Tom Tyler, Director of Facilities
Michael Curley, Manager of Technical Services
Jennifer Ottalagana, Senior Project Manager
Nick Salemi, Communications Administrator
Carrie Blardo, Assistant to the Chief Executive Officer (Remote Attendance)
Victoria Escoriza, Executive Assistant
Jacob Aviles, IT Consultant (Remote Attendance)
Joe Laliberte, CDM Smith
Emily McCarron, CDM Smith
Nicole Deraleau, CDM Smith

CALL TO ORDER

The meeting was called to order by Chairman Hoffman at 4:02 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MEETING MINUTES

On motion made by Commissioner DiBella and duly seconded, the meeting minutes of June 26, 2024 were approved.

Commissioner Johnson entered the meeting at 4:05 PM

Commissioner Steuber entered the meeting remotely at 4:06 PM

Commissioner Woulfe entered the meeting at 4:08 PM

NORTH BRANCH PARK RIVER STUDY

Joe Laliberte, Emily McCarron and Nicole Deraleau of CDM Smith gave a presentation regarding the North Branch Park River Study.

Commissioner Bush entered the meeting remotely at 4:15 PM

UPDATE ON DURHAM STREET PROJECT

Nick Salemi, Communications Administrator, gave a presentation on the Durham Street Project

Durham Street Sewer Separation Project

Project Overview
 The Durham Street Sewer Separation Project construction began in July 2023, with on-call contracting process and included the installation of new storm drains and stub connections, along with the lining of sewer mains and installing new manholes and catch basins. The project was completed in July 2024 (a year and a half ahead of schedule) and is part of MDC's Integrated Plan with CT DEEP, an effort to improve the efficiency and reliability of the sewer system in the area.

Private Property Work
Sewer Backup Prevention: Installation of backwater valves, check valves, and sump pump
Sewer Inflow Separation: Lining sewer laterals and adding gutters and yard drains to manage water flow and prevent sewer system overload.

Project Outreach
 Project outreach by MDC staff and contractors was key to keeping residents informed throughout the construction process for both public right of way and private property improvements. This constant communication was important not just for the construction improvements but also the restoration of the road, sidewalks, lawns and tree planting.

Work Completed

- 1234 feet of main line sewer lined
- 21 sewer laterals/private house connections lined
- 1401 feet of main line storm installed
- 730 feet of new water main installed
- 16 new water services installed
- 21 basement assessments completed
- 18 backwater valves installed
- 16 private property storm laterals installed

Key Statistics:
 \$1.9M in sewer improvements
 \$276K additional water main improvements
 38% of workforce hours were Hartford residents

**BAKER HOLLOW ROAD, WINDSOR
DEVELOPER'S PERMIT AGREEMENT AND REQUEST FOR
REIMBURSEMENT AGREEMENT**

To: Bureau of Public Works

August 21, 2024

On December 19, 2022, The Metropolitan District received an application from the town of Windsor, through its Town Engineer, Robert Jarvis, P.E., requesting permission for the Town, acting as the Developer, to construct, at its expense under a Developer's Permit-Agreement, approximately 1,626 feet of 10-inch sanitary sewer, manholes and laterals in a portion of Baker Hollow Road, from 105 Baker Hollow Road east to Marshal Phelps Road. The sewer is being constructed as part of the Baker Hollow Road Reconstruction Project, in part to promote commercial, business and industrial development along that portion of Baker Hollow Road.

By virtue of this proposed sanitary sewer passing by property of others, a public hearing or waivers for a public hearing were required under Section S1d of the District's Sewer Ordinances. The waivers were received from the three affected property owners on June 5, 2023.

The Developer, the Town of Windsor, has requested reimbursement of the MDC's linear foot frontage charge (presently, \$110.50 per linear foot of frontage, but subject to change) collected by the District for future connections to the Town-built sewer by other property owners along Baker Hollow Road, as provided for in Section S7n of the District's Sewer Ordinances. The reimbursement only applies to connections over the next ten years, and the aggregate reimbursement amount will not exceed the certified cost of construction of said sanitary sewer and appurtenances, as confirmed by affidavit submitted by the Town of Windsor.

The Bureau of Public Works has in the past granted member towns permission to construct sanitary sewers in targeted areas to promote development, and in conjunction therewith, has granted to said towns reimbursement for its costs in accordance with Ordinance (S7n), thus providing the towns with a method of recovering a portion of their construction costs for the sanitary sewer installation.

After consideration of the above, it is RECOMMENDED that it be

Voted: That permission be granted to the Town of Windsor to construct, under a Developer's Permit Agreement, approximately 1,626 feet of 10-inch sanitary sewer and appurtenances in a portion of Baker Hollow Road, in accordance with plans approved by the Director of Engineering and Planning, which sanitary sewer and appurtenances are to be incorporated into the public sewer system when accepted by the Metropolitan District, provided that, prior to construction, as has been allowed in the past with other member towns developing sewers, no payment for outlet charges will be declared due and payable prior to construction of said sewer; however, all lands abutting the said sewer be subject to monetary charges in effect at the time of development or connection; and that the Developer has eleven months from the date of the Bureau action to enter into and execute the Developer's Permit- Agreement.

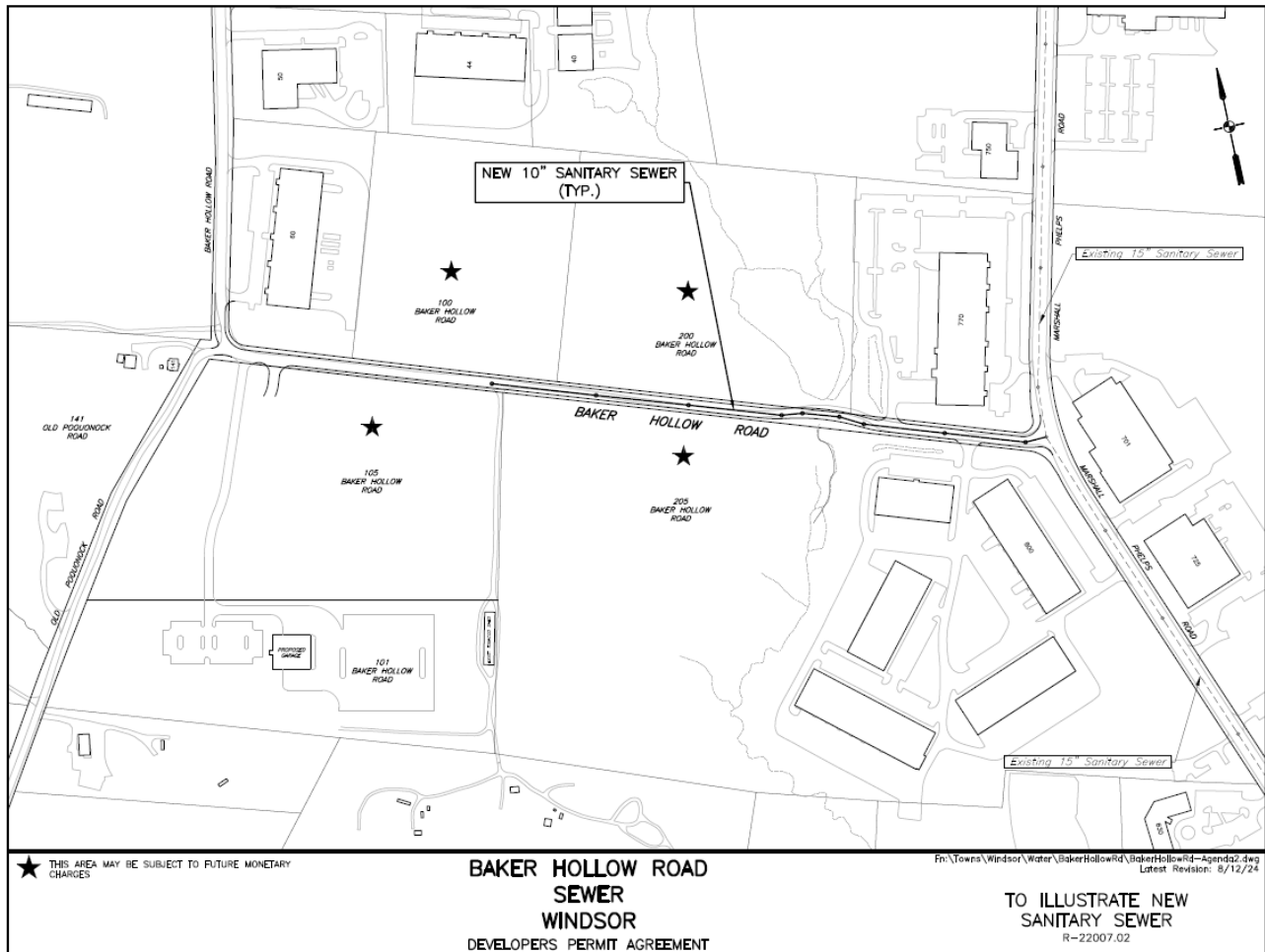
And
Voted:

That, pursuant to Section S7n of the District's Sewer Ordinances, the Developer's Permit-Agreement shall provide for reimbursement from the District to the Developer for a ten (10) year period of the frontage charge component of any connection charges collected, on land directly connected to this proposed sanitary sewer, and reimbursable under said above- referenced Ordinance. Said frontage charge component shall be computed at the rates in effect at the time a connection charge agreement is executed.

Respectfully submitted,



John S. Mirtle, Esq.
District Clerk



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

**ENCROACHMENT AGREEMENT
WILSON PARK, WINDSOR**

To: Bureau of Public Works

August 21, 2024

On August 7, 2024, Suzanne Choate, P.E., Town Engineer of the Town of Windsor (“Owner”), requested an amendment be made to the previously approved resolution to grant permission from The Metropolitan District (“MDC” or “District”) to encroach on the MDC’s existing 20-foot-wide Deckers Brook Trunk Sewer easement or right-of-way, encompassing an existing 15-inch and 12-inch sanitary trunk sewer and its appurtenant infrastructure (collectively, the “Sewer”), situated on the Property (“ROW”) for the purpose of constructing and installing site improvements for and in connection with the Wilson Park Revitalization Project (the “Project”). This encroachment was previously approved by the BPW at a meeting held on March 4, 2024, the activities for which encroachment are shown on the attached map (the “Map,” and such BPW approval is hereinafter referred to as the “Prior Approval”). This request is to include the installation of an additional electrical conduit within the District’s ROW.

The proposed new work for the Project entails the installation of one (1) additional (4) four-inch electrical conduit as shown on the accompanying map (collectively, the “Improvements”). The Sewer was built in 1947 and 1949, and was rehabilitated in 1998.

MDC staff has concluded that the Improvements are minor and that there will be no detriment to the Sewer as a result, provided all the terms and conditions for these Improvements set forth in the Prior Approval and this resolution are complied with by Owner and any other party authorized by Owner to perform such Improvements.

Accordingly, a formal written encroachment agreement shall be entered into and executed by the Owner and the District, which agreement shall include the above conditions and any other conditions set forth herein, and filed on the Town of Windsor Land Records.

It is RECOMMENDED that it be

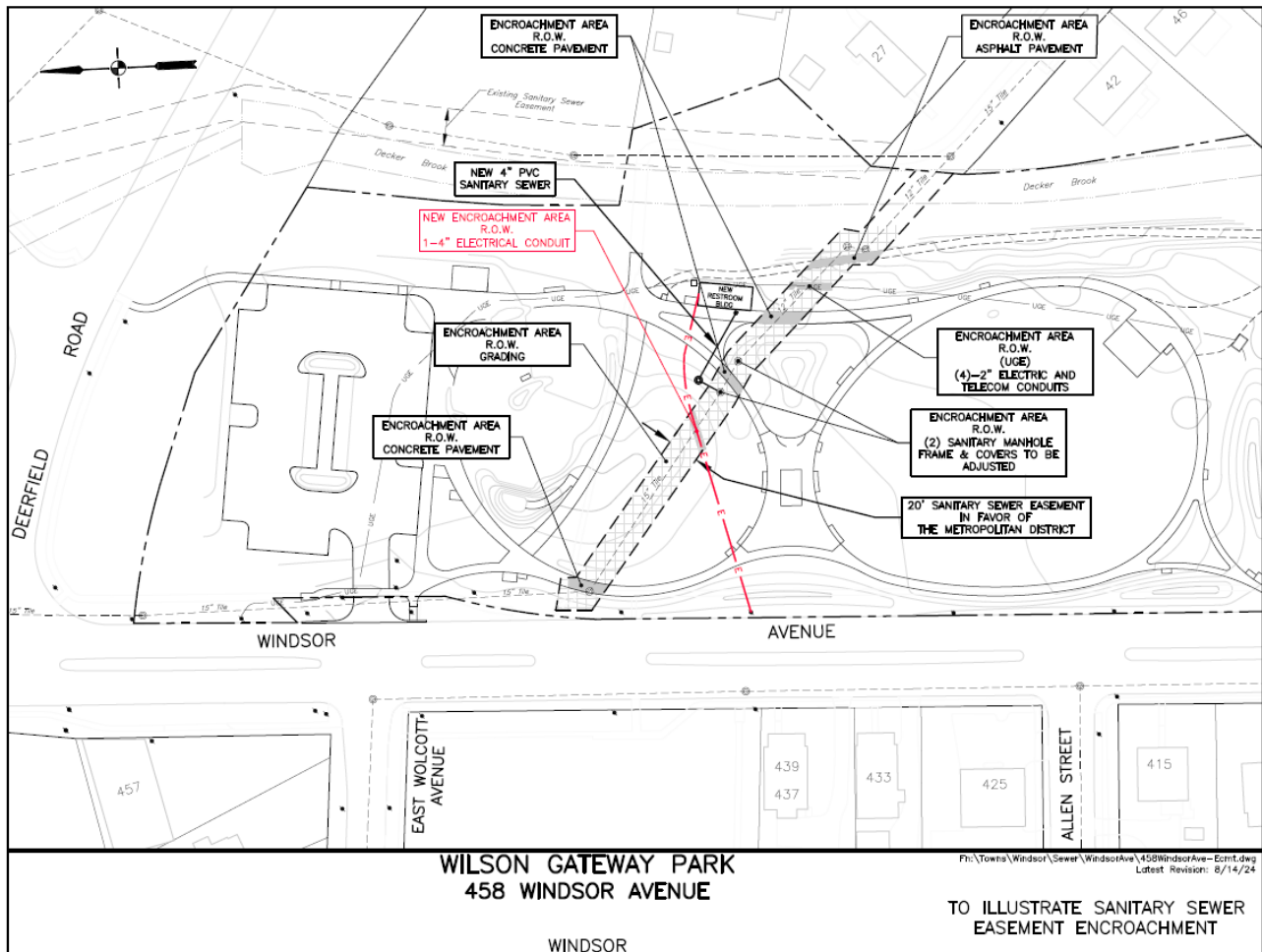
VOTED: That the Bureau of Public Works recommends to the District Board passage of the following resolution:

RESOLVED: That the Chairman or Vice Chairman of the District Board be authorized to execute an agreement, subject to: (i) all the terms and conditions for the Improvements in the Prior Approval, which terms and conditions are hereby incorporated into and made a part of this resolution, as well as: (ii) approval of form and content by District Counsel, granting permission to Owner to encroach upon the existing 20-foot sanitary sewer easement situated on the Property in order to: (i) perform the work for the Improvements in connection with the Project as shown on the plan submitted by BSC Group entitled “Wilson Gateway Park, 458 Windsor Avenue (CT-159) in Windsor, Connecticut, Restroom Add Alternate Plan (Alternate #1), October 1, 2023, Prepared for Town of Windsor, 275 Broad Street, Windsor, CT 06095”, Sheet L-4.5, and the plan submitted by Eversource dated 7/29/2024, “Address: 458 Windsor Ave, WO# 18041424, Town: Windsor, Sheet: 1 of 1”, and (ii) maintain, repair and replace such Improvements, provided that: (a) the District shall not be held liable for any cost or damage of any kind and be indemnified

from any claims from the present and in the following years as a result of any encroachment authorized hereby, (b) Owner shall obtain all required approvals and reimburse MDC for any attorney fees and other costs incurred by MDC in enforcing the encroachment agreement, and (c) such agreement shall not be effective until fully executed by the District and Owner, and recorded on the Windsor Land Records. In the event that such full execution and recording does not occur within three (3) months of the date this resolution is passed by the District Board, then such resolution shall be null and void, and of no further force and effect.

Respectfully submitted,

John S. Mirtle, Esq.
District Clerk



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

OPPORTUNITY FOR GENERAL PUBLIC COMMENTS

Judy Allen, West Hartford Resident, stated that projects should be forward looking. She read a recent Hartford Courant article aloud stating that more sudden and intense rains are overwhelming drains. She would like to see MDC work collaboratively with organizations such as CT Institute for Resilience & Climate Adaptation. She also stated that the real force behind the North Hartford projects was the general public and businesses.

COMMISSIONER REQUESTS FOR FUTURE AGENDA ITEMS

District Chairman Currey inquired which towns were present and virtual at the meeting, and asked those in attendance to state their attendance for the record.

Commissioner Patel stated that there was previous discussion about creating a regional entity and would like to revisit the topic.

ADJOURNMENT

The meeting was adjourned at 5:32 PM

ATTEST:

John S. Mirtle
District Clerk

Date of Approval