

**JOURNAL
OF
THE WATER BUREAU
OF
THE METROPOLITAN DISTRICT
COMMISSION**

FOR THE YEAR
2013

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Office of the District Clerk

Membership of the District is made up of the City of Hartford and
The Towns of Bloomfield, Newington, Wethersfield, Windsor,
East Hartford, Rocky Hill and West Hartford

CONTENTS

	Page
Membership.....	A

MINUTES OF THE WATER BUREAU

January 7.....	1
May 6.....	5
August 5	7
September 9.....	9
October 7	19
November 13 & Reconvened November 18.....	27
November 13 (Public Hearing)	40

INDEX

Minutes of the Water Bureau I-1
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MEMBERSHIP
OF
THE WATER BUREAU
2013

TIMOTHY CURTIS Chairman, Water Bureau
RAYMOND SWEEZY Vice Chairman, Water Bureau

DANIEL CAMILLIERE

MARK A. PAPPA

TIMOTHY CURTIS

PASQUALE J. SALEMI

JOSEPH KLETT

RAYMOND SWEEZY

TRUDE H. MERO

MICHAEL CARRIER*

JAMES S. NEEDHAM

**Special Representative from the Town of New Britain*

MINUTES

OF

MEETINGS OF THE WATER BUREAU

HELD IN 2013

**SPECIAL MEETING
of
THE WATER BUREAU
The Metropolitan District
555 Main Street, Hartford
Monday, January 7, 2013**

Present: Commissioners Daniel A. Camilliere, Timothy Curtis, James S. Needham, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (7) (3-Vacancies)

Absent: Commissioners Joseph Klett, Trude H. Mero and Special Representative Michael Carrier (3)

Also

Present: Commissioner Alvin E. Taylor
Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Deputy Chief Executive Officer, Engineering & Operations
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
Christopher R. Stone, Assistant District Counsel
Kristine C. Shaw, District Clerk
Jim Randazzo, Manager of Water Supply
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
Timothy J. Dupuis, CDM
Jack Rabuse, President, Tunxis Club, Inc.
Jerry Manion, Vice President, Tunxis Club, Inc.

CALL TO ORDER

Chairman Curtis called the meeting to order at 4:12 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of November 20, 2012 and the public hearing minutes of November 20, 2012 were approved.

RENEWAL /TERMINATION OF THE TUNXIS CLUB, INC. LEASE OF THE MDC PROPERTY LOCATED IN TOLLAND, MASSACHUSETTES-Report 4.

To: Water Bureau for consideration on January 7, 2013

By way of background, in 1946, the District acquired 2204 acres of land within the Barkhamsted Reservoir watershed in Tolland, MA from Tunxis Estates for \$25,300. As part of the agreement, the District executed a 25-year lease of this land to Tunxis Estates and granted exclusive hunting, fishing, and associated rights to the Tunxis Estates, with the District retaining the right to harvest timber from the property.

In 1966, the District approved a request from the Tunxis Club, Inc., the successor to Tunxis Estates, to extend the original lease term for an additional 25 years beyond the original expiration date in 1971, under the same terms and conditions, with the exception of the inclusion of an annual rent equal to the amount of taxes levied each year on the leased property. At that time, the District was paying approximately \$1,300 in taxes on the parcel. Currently, the amount of taxes levied and reimbursed to the District by the Tunxis Club, Inc. is \$7,368.60.

A second amendment, negotiated upon the expiration of the extended term and executed in 1997, extended the term to September 5, 2003, and provided for automatic renewal for four (4) additional five-year periods, unless terminated by either party by written notice no less than six months prior to the expiration of any five-year term. The second automatic five year renewal period will expire on September 5, 2013, and therefore if the District decides not to renew the lease for another five year term, written notice of this decision must be provided on or before March 5, 2013.

Based on the foregoing, staff is recommending that it be;

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

RESOLVED: That the lease agreement between the District and the Tunxis Club, Inc. of 2204 acres of land in Tolland, Massachusetts be terminated as of September 5, 2013, and that notice of termination be forwarded to the Tunxis Club, Inc. on or before March 5, 2013, in form and substance approved by District Counsel, provided, staff is directed, notwithstanding said termination, to negotiate with the Tunxis Club, Inc. on an extension of the lease beyond September 5, 2013 upon such terms and conditions as are acceptable and approved at a subsequent meetings of the Water Bureau and the District Board.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

Prior to the vote, Attorney Stone invited Jack Rabuse to speak on behalf of the Tunxis Club, Inc., Mr. Rabuse submitted the following document for the record and highlighted some of its content.

Metropolitan District and Tunxis Club Agreement

Tunxis Club Background

- The Tunxis Club has been in existence since the turn of the last century.
- It is a nonprofit social club (401c-7) which owns approximately 3000 acres and is dedicated to conservation, recreation and wildlife management.
- Major club activities include sailing (Noyes Pond), canoeing, kayaking, fishing, hiking, camping, hunting and cross country skiing.
- The Tunxis Club is comprised of 80 members of which half are home owners that reside on the property.
- The club has two full time employees, a property manager who is also a Tolland police officer and a clubhouse manager.
- The property manager's primary responsibilities include security for all Tunxis properties including those that fall under the MDC agreement.

MDC Relationship

- The Tunxis Club has enjoyed a continuous relationship with the MDC since post war financial concerns prompted the club to sell approximately 2500 acres to the MDC.
- This leaseback arrangement has been in place (with two twenty five year amendments) since that time.

Relationship Benefits

- A strong security relationship exists between the Town of Tolland, the MDC and the Tunxis Club.
- Tunxis security aggressively pursues trespassers especially regarding the use of 4X4s, ATV's and snowmobiles.
- Tunxis members regularly notify security of suspicious activity resulting recently in the breakup of a marijuana farm on the MDC leasehold, the arrest of two suspects and the confiscation of two vehicles.
- The Tunxis executive committee participates in all joint state, local and MDC security meetings for the coordination of resources.

Conservation

- The Tunxis Club has a well established working relationship with the MA Department of Parks and Recreation and the Forest Service.
- The club has a continuously updated forest management plan developed and maintained in consultation with the Yale School of Forestry.
- Forest management and habitat maintenance is supported through multiple WIP programs including the latest program to support the New England Cotton Tail rabbit.

Conclusion

The Tunxis Club considers our relationship with MDC and use of your land for hiking, fishing and hunting as part of our core fabric and history. The club has always treated the MDC land as our conservation responsibility. We very much value our long term relationship with the MDC and want to renew our agreement.


Jack Rabuse, President
Jerry Manion, Vice President
January 7, 2013

On motion made by Commissioner Sweezy and duly seconded, the report was received and the resolution recommended to the District Board by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 4:30 P.M.

ATTEST:


Kristine C. Shaw
District Clerk

May 6, 2013

Date of Approval

**SPECIAL MEETING
THE WATER BUREAU
The Metropolitan District
555 Main Street, Hartford
Monday, May 6, 2013**

Present: Commissioners Timothy Curtis, Joseph Klett, James S. Needham, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (7) (3-Vacancies)

Absent: Commissioners Daniel A. Camilliere, Trude H. Mero and Special Representative Michael Carrier (3)

Also

Present: Commissioner Hector Rivera
Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Deputy Chief Executive Officer, Engineering & Operations
Timothy J. Dupuis, Chief of Program Management
Christopher R. Stone, Assistant District Counsel
Brendan M. Fox Jr., Assistant District Counsel
John Mirtle, Assistant District Counsel
Kristine C. Shaw, District Clerk
Erin Ryan, Director of Human Resources
James Randazzo, Manager of Water Supply
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
John V. Galiette, Reid and Riege
John J. Jacobson, Reid and Riege

CALL TO ORDER

Chairman Curtis called the meeting to order at 5:21 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of January 7, 2013, were approved.

REVISION OF RECREATION RATES-Report 4.

To: Water Bureau for consideration on May 6, 2013

The beaches and facilities at the Metropolitan District's Lake McDonough Recreation Area in Barkhamsted are widely utilized by both Connecticut residents and Out-of-State visitors.

Staff is proposing to set a parking fee at Lake McDonough of \$15 for Out-of-State Registered vehicles, defined as cars or vans. The parking fee for Connecticut registered vehicles would remain at the existing \$6. This action would provide a benefit to Connecticut residents.

The practice of charging a higher fee for Out-of-State visitors is consistent with other Connecticut State Parks and beaches. The rates proposed for implementation are as follows:

Parking: per car/van (regardless of number of occupants)	\$6.00/day
Parking: Out of State/NR	\$15.00/day
Parking: per van/bus, capacity of 8– 45	\$20.00/day
Parking: per bus, capacity of 45 or more	\$30.00/day
Rowboat Rental	\$5.00/hour
Private Boat Launch	
▪ Power boat	\$6.00/day
▪ Non-power (canoe, kayak, etc.)	\$5.00/day
Season Pass	\$60.00

At this time, it is recommended that it be

Resolved: That the Water Bureau adopt the foregoing schedule for the Lake McDonough Recreation Areas for Connecticut and Out-of-State registered vehicles, defined as cars or vans.

Respectfully submitted,


Charles P. Sheehan
Chief Executive Officer

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

ADJOURNMENT

The meeting was adjourned at 5:32 P.M.

ATTEST:


Kristine C. Shaw
District Clerk

August 5, 2013

Date of Approval

**SPECIAL MEETING
THE WATER BUREAU
The Metropolitan District
555 Main Street, Hartford
Monday, August 5, 2013**

Present: Commissioners Daniel A. Camilliere, May Ann Charron, Timothy Curtis, Helene Shay, Raymond Sweezy and Special Representative Michael Carrier (6) (3-Vacancies)

Absent: Commissioners Joseph Klett, Kathleen Kowalyszyn, James Needham, Mark A. Pappa, Pasquale J. Salemi, and District Chairman William A. DiBella (6)

Also

Present: R. Bartley Halloran, District Counsel
John Zinzarella, Deputy Chief Executive Officer, Business Services
Timothy J. Dupuis, Chief of Program Management
Christopher Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Carl Nasto, Assistant District Counsel
Carol Fitzgerald, Acting Director of Finance
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Curtis called the meeting to order at 4:55 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of May 6, 2013, were approved.

HULL PROPERTY CONSERVATION RESTRICTION – Report 4.

To: The Water Bureau for consideration on August 5, 2013

At this time, it is recommended that it be

RESOLVED:

that the Board of Commissioners of the Metropolitan District hereby authorizes the District Chairman or in his absence, the District Vice Chairman, to execute on behalf of the District a

certain "Grant of Executory Interest" by and between **Hull Forestlands L.P.**, owner of approximately 514 acres of forestland located in Granville, Massachusetts to the north of watershed land owned by the District, designated as "Grantor", **New England Forestry Foundation, Inc.**, a Massachusetts nonprofit corporation, designated as "Primary Grantee", and the District, designated as "Executory Interest Grantee", to allow, but not require, the District to enforce the terms, conditions, obligations and restrictions set forth in a Grant of Conservation Restriction on land located Off Main Street, Granville, Massachusetts and referenced in Book 13319, Page 26; Book 19829, Page 469; and Book 19869, Page 115 of the Granville, Massachusetts Land Records;

FURTHER RESOLVED:

that the Board of Commissioners of the Metropolitan District hereby authorizes the District Chairman or in his absence, the District Vice Chairman, to execute on behalf of the District a certain "Grant of Executory Interest" by and between **B&N Lands LLC**, owner of approximately 201 acres of forestland located in Granville, Massachusetts to the north of watershed land owned by the District, designated therein as "Grantor", **New England Forestry Foundation, Inc.**, a Massachusetts nonprofit corporation, designated therein as "Primary Grantee", and the District, designated therein as "Executory Interest Grantee", to allow, but not require, the District to enforce the terms, conditions, obligations and restrictions set forth in a Grant of Conservation Restriction on land located on Wendy's Lane, Granville, Massachusetts and referenced in Book 11248, Page 198 of the Granville, Massachusetts Land Records.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

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

ADJOURNMENT

The meeting was adjourned at 5:02 P.M.

ATTEST:

John S. Mirtle
District Clerk

September 9, 2013

Date of Approval

**SPECIAL MEETING
THE WATER BUREAU
The Metropolitan District
555 Main Street, Hartford
Monday, September 9, 2013**

Present: Commissioners Daniel A. Camilliere, May Ann Charron, Timothy Curtis, Joseph Klett, Kathleen Kowalyshyn, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (9) (3-Vacancies)

Absent: Commissioners James Needham, Helene Shay, and Special Representative Michael Carrier (3)

Also

Present: Charles P. Sheehan, Chief Executive Officer
R. Bartley Halloran, District Counsel
John Zinzarella, Deputy Chief Executive Officer, Business Services
Christopher Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Stanley Pokora, Manager of Treasury
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Curtis called the meeting to order at 4:35 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Camilliere and duly seconded, the meeting minutes of August 5, 2013, were approved. Commissioner Pappa abstained from voting.

EXECUTIVE SESSION

At 4:37 p.m. Chairman Curtis requested an executive session for the purpose of discussing a proposed agreement with collective bargaining implications.

On motion made by Commissioner Sweezy and duly seconded, the Water Bureau entered into executive session to discuss strategy related to collective bargaining.

Those in attendance during the executive session:

Commissioners Daniel A. Camilliere, Mary Ann Charron, Timothy Curtis, Joseph Klett, Kathleen Kowalyshyn, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella; Mr. Charles P. Sheehan, John Zinzarella and Scott Jellison; Attorneys R. Bartley Halloran, Christopher Stone and John Mirtle.

RECONVENE

At 5:11 P.M., Chairman Curtis requested to come out of executive session and on motion made by Commissioner Sweezy and duly seconded, the Water Bureau came out of executive session and reconvened. The following formal action was taken:

RIVERFRONT RECAPTURE INC. AGREEMENT

To: The Water Bureau for consideration on September 9, 2013

At this time, it is recommended that it be

RESOLVED:

that the Water Bureau of The Metropolitan District hereby directs staff to pursue an agreement between The Metropolitan District and Riverfront Recapture, Inc. for services and funding relating to the maintenance and operation of Riverfront Park in Hartford and East Hartford, as more particularly set forth in the attachment to this resolution.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

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

AGREEMENT

This Agreement (“Agreement”) is entered into between Riverfront Recapture, Inc. (“RRI”), a Connecticut non-profit corporation, and The Metropolitan District (“MDC”), a political subdivision of the State of Connecticut, as of this ____ day of _____, 2013.

WHEREAS RRI and the MDC wish to continue the assistance MDC has provided RRI in the maintenance, operation and promotional use of Riverfront Park (as hereinafter defined);

WHEREAS the parties hereto desire to provide high quality maintenance services to Riverfront Park under the direction of RRI, as manager, in a manner that will support and promote public use and programming of events and activities at Riverfront Park;

WHEREAS RRI has entered into management services agreements with the City of Hartford (“City”) and the Town of East Hartford (“Town”) whereby each provides access to RRI, as its agent, and to its contractors and concessionaires, to the land along the banks of the Connecticut River of the City and Town and the water rights of the City and Town attendant thereto which has been designated by the City and Town to be part of the Riverfront Park (“Riverfront Park”);

NOW THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE ONE- MDC SERVICES

1.1 MDC Services.

a. Non-Event Related Services in areas designated in the attached Exhibit A :

- (i) grounds maintenance services, to include mowing, pruning (excluding pruning or trimming that would otherwise require a lifting device), sweeping, fertilizing, sweeping, graffiti removal, iced removal and cleaning, but specifically excluding excavation, removal and installation of structures, i.e. bollards, sign posts, etc., and maintenance of dike to include mowing, trimming, and weed control;
- (ii) ordinary minor repairs, excluding any and all capital improvements, major structural repairs to bridges, docks, platforms, decks, amphitheaters, paths, roadways, and other capital facilities, caulking of steps, walls, and terraces, replacement of light bulbs, elevator maintenance, installation of sport fields, removal or replacement of structures such as doors, repair and replacement of play ground equipment, replacement or installation of lamps, post, wiring, control circuits and outlets, and replacement and or repairs of above ground sprinkler systems;
- (iii) landscaping, lawn care (excluding silt removal), mowing (excluding any portion of the dike and municipal property outside the areas set forth in Exhibit A), and

generally excluding tree removal, stump removal and relocation of material from one area of the park to another area of the park or elsewhere;

- (iv) periodic flood debris clean-up (excluding the removal of large timber), providing trash collection receptacles, emptying trash collection receptacles, providing and maintaining portable sanitation receptacles;
 - (v) maintenance of dock storage facility, general maintenance of docks (excluding replacement or removal, structural investigation and inspection, and major, capital repairs or replacement);
 - (vi) equipment and materials which, in the sole discretion of the MDC, are reasonably necessary for the MDC to provide the services and equipment maintenance set forth in subsection (i) above;
 - (vii) payment to RRI of such funds as are reasonably necessary for park ranger services which will include all associated operational costs necessary to support this activity, separately contracted for by RRI, and specifically walking, bike or cart patrols, notification of emergency services, communication with police or fire officials for emergency assistance only, and public information and assistance: provided, however, such payment shall not exceed \$300,000 in calendar year 2013; \$250,000 in calendar year 2014; \$200,000 in calendar year 2015; \$150,000 in calendar year 2016; \$100,000 in calendar year 2017; and \$50,000 in calendar year 2018.
- b. **Event Related Services:** MDC will provide such services to RRI as may be mutually agreed upon on a time and materials basis, payable by RRI, and shall include employee benefit and overtime costs.

1.2 Costs of Services.

1.2.1 Non Event Related Services: The services and/or funding set forth in Section 1.1 subsections (i) through (v), shall be provided by MDC without any direct cost to RRI. MDC shall determine how it will fund its costs for the services provided herein. MDC shall, nonetheless, provide to RRI a copy of its adopted annual budget for services to be provided. The MDC and RRI hereby agree that the total amount of obligation of the MDC shall not exceed the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) in any calendar year.

1.2.2 Event Related Services: These services will be reimbursed by RRI at full cost, including employee benefits and overtime, incurred by the MDC.

1.3 Oversight Committee.

- a. MDC and RRI shall create an Oversight Committee consisting of three members to be designated by the Chairman of the MDC and two members to be designated by RRI (“Oversight Committee”), which Oversight Committee shall be responsible for

overseeing and coordinating all matters pertaining to the implementation and administration of this Agreement.

- b. The Oversight Committee shall develop a maintenance and operation work plan, and budget for all services, within the overall budget and scope of work set forth above.
- c. RRI will be solely responsible for the procurement of those services described in paragraph 1(a)(vii). To the extent possible RRI agrees that it will attempt to employ City and Town residents, contractors and subcontractors to provide the services needed.

1.4 Limit on Service. MDC shall not be obligated to provide the services described in Section 1.1 in the following circumstances:

- a. During such period as an event of force majeure occurs and is continuing, including, without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts of government, shortages of fuel, accidents, fire, explosions, floods, earthquakes, work force safety concerns, MDC's emergency response to serve its core mission in providing water and sewer service to its customers, or other acts of God, which substantially prevents the fulfillment of MDC's obligations as provided for herein to any portion of the Riverfront Park, but only to the extent of such portion of the Riverfront Park as may be affected thereby.
- c. Service shall not be required to any portion of the Riverfront Park in a municipality that has terminated its agreement for management services with RRI.
- c. MDC shall not be required to perform any level of service(s) beyond the level of services set forth in the work plan budget established pursuant to Section 1.3 above or any additional services due to calendar revisions, such as the addition of special events, unless agreed to by MDC in advance.

ARTICLE TWO- INSURANCE/INDEMNIFICATION

2.1 RRI will indemnify and hold harmless the MDC, its officers, agents, servants, commissioners and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the MDC, its officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of RRI or otherwise, and to all property caused by, resulting from, or arising out of RRI's negligence in the performance of its obligations under this Agreement.

2.2 RRI will include, or cause to be included, in its agreement with the City and the Town a provisions containing the following or similar language:

The **City/Town** will indemnify and hold harmless the MDC, its officers, agents, servants, commissioners and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the MDC, its officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any

and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of MDC or otherwise, and to all property caused by, resulting from, or arising out of the **City/Town's** negligence in the performance of its obligations under this Agreement.

2.3 Prior to commencing services pursuant to this Agreement and as long as this Agreement is in effect, RRI will secure and pay for insurance and submit for review evidence thereof to the MDC, in accord form or a form with the same format and including a thirty (30) day notice of cancellation provision, as follows:

- a. Occurrence form Commercial General Liability Insurance (Broad Form) to cover RRI's obligation to indemnify the MDC as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of RRI under this Agreement. Such insurance shall name the MDC as an additional or named insured, as appropriate, with respect to operations performed under or incident to this Agreement, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Connecticut with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional insureds and have a severability of interests clause. The City and Town shall also be named as an additional or named insured, as appropriate. RRI expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to the City, Town and MDC. All deductibles and retentions are the sole responsibility of RRI to pay and/or indemnify the MDC. With respect to such insurance, RRI will be the primary named insured with sole responsibility for fulfillment of the conditions of the policy, including but not limited to reporting of claims.
- b. An Excess Liability Policy providing the same coverage as set forth above in subsection a. with the same additional insureds as the basic policy in the additional amount of \$5,000,000.
- d. Fidelity Bond or Insurance Policy with respect to the handling of MDC funds in the amount of \$5,000 per employee or \$50,000 on a blanket basis.

2.4 RRI and the MDC will continue to provide their own Workers' Compensation coverage at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

2.5 RRI and MDC will continue to provide their own Automobile Liability Insurance coverage.

2.6 All contracts entered into by RRI, the City, the Town or the MDC with a third party subcontractor shall contain the following or similar language:

- a. The Subcontractor will indemnify and hold harmless, RRI, the City of Hartford, Town of East Hartford and the MDC, their officers, agents, servants, commissioners and

employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that RRI, the City of Hartford, Town of East Hartford and/or the MDC, their officers, agents, servants, commissioners and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether employees of Subcontractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the Subcontractor's work.

- b. A requirement that the Subcontractor secure insurance and submit evidence thereof to the party contracting with the Subcontractor (RRI, the City of Hartford, Town of East Hartford and/or the MDC), in accord form or a form with the same format and including a thirty (30) day notice of cancellation provisions, as follows:

(i) Occurrence form Commercial General Liability Insurance (Broad Form) to cover the Subcontractor's obligation to indemnify RRI, the City of Hartford, Town of East Hartford and the MDC as set forth in this Agreement, although the existence of insurance shall not be construed as limiting the liability of the Subcontractor, which shall name RRI, the City of Hartford, Town of East Hartford and the MDC as an additional insureds with respect to operations performed under or incident to the Subcontractor's work, including coverage for contractual liability and products/completed operations coverage issued by an insurance company licensed to conduct business in the State of Connecticut with limits for each occurrence of \$1,000,000 combined single limit for bodily injury and property damage liability. Such commercial general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the additional insureds and have a severability of interests clause. The Subcontractor expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to RRI, the City of Hartford, Town of East Hartford and MDC. All deductibles and retentions are the sole responsibility of the Subcontractor to pay and/or indemnify the RRI, the City of Hartford, Town of East Hartford and MDC.

(ii) Automobile Liability Insurance providing the same coverage with the same additional insureds as set forth in subsection (i).

(iii) Workers' Compensation at the statutory limit, including Employer's Liability with limits of \$100,000 for each accident, \$100,000 for disease for each employee, and \$500,000 for each disease/policy limit.

(iv) An Umbrella Liability Policy providing the same coverage as set forth above in subsections (i), (ii) and (iii) with the same additional insureds as the basic policy in the amount of \$5,000,000. Provided, the party contracting with the Subcontractor may waive this requirement and/or increase or decrease the amount of excess insurance required by the Subcontractor based upon the nature of the work to be performed by the Subcontractor if the contracting party determines that appropriate coverage exists.

- (v) If any Subcontractor handles any RRI and/or City or Town funds, a Fidelity Bond or Insurance Policy with respect to the handling of RRI and/or City or Town funds in the amount of \$5,000 per employee or \$50,000 on a blanket basis.
 - (vi) Any additional insurance required in order to comply with any law or ordinance governing such subcontract or the work to be performed pursuant thereto.
- c. A requirement that the insurance in the minimum limits set forth in subparagraph “b” above be submitted for review and approval of the party contracting with the Subcontractor (RRI, the City, Town and/or MDC) prior to the commencement of work by the Subcontractor.
 - d. A requirement that the insurance in the minimum limits set forth in subparagraph “b” above be maintained and continuing evidence thereof be submitted to the party contracting with the Subcontractor during the full term of the contract with the Subcontractor.

ARTICLE THREE- TERM

3.1 Term. The term of this Agreement shall commence on the date hereof and, unless otherwise terminated in accordance with the terms and provisions of this Agreement, shall terminate on midnight December 31, 2018. The planning phase of the services set forth in Article One hereof shall commence upon execution of this Agreement.

3.2 Early Termination. Either party hereto shall have a right to terminate this Agreement for gross failure to perform by the other party without cause, after providing sixty (60) days notice and a right to cure. Either party shall have the right to early termination of this Agreement by the written agreement of both parties.

ARTICLE FOUR- MISCELLANEOUS

4.1 Dispute Resolution. RRI and MDC agree to implement this agreement in good faith to promote the goals and purposes expressed, and to cooperate with one another to negotiate and resolve any disputes or differences of opinions.

4.2 Assignment. RRI shall not assign this Agreement.

4.3 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when sent by either (a) facsimile transmission using equipment that provides automatic verification of transmission to the receiving party’s facsimile equipment or (b) certified or registered mail, postage prepaid, return receipt requested, or delivery to the parties hereto at the following addresses, or at such other addresses as the parties hereto may designate in writing from time to time:

To MDC: 555 Main Street
PO Box 800

Hartford, CT 06142

Attention: Chairman

To RRI: One Hartford Square
West Hartford, CT 06106
Attention: Executive Director

4.4 Entire Agreement. This Agreement, together with any attachments, schedules and exhibits attached to this Agreement or incorporated by reference, contains all of the terms and conditions agreed upon by the parties and supersedes all other agreements between the parties related to the subject matter hereof.

4.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

4.6 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4.7 Amendments. This Agreement may be amended by the mutual agreement of the parties hereto by a written instrument signed by the parties hereto.

4.8 Non-Discrimination. RRI and MDC agree to abide by all applicable federal state, and municipal laws, statutes, ordinances, regulations, or rules concerning non-discrimination and will not permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, national origin, physical or mental handicap, sexual preference, ancestry or sex.

4.9 Counterparts. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, RRI and the MDC have caused this Agreement to be executed as of the day first above written.

Riverfront Recapture Inc.

By: _____

Name:

Title:

Approved as to Form and Content

By: _____

Name:

Title:

The Metropolitan District

By: _____

Name: William DiBella

Title: Chairman

ADJOURNMENT

The meeting was adjourned at 5:14 P.M.

ATTEST:


John S. Mirtle, Esq.
District Clerk

October 7, 2013

Date of Approval

**SPECIAL MEETING
THE WATER BUREAU
The Metropolitan District**

Bloomfield Water Treatment Facility
Reservoir #6, Route 44 Bloomfield, CT 06117
Monday, October 7, 2013

Present: Commissioners Daniel A. Camilliere, May Ann Charron, Timothy Curtis, Joseph Klett, Kathleen Kowalyshyn, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (9) (3-Vacancies)

Absent: Commissioners James Needham, Helene Shay, and Special Representative Michael Carrier (3)

Also

Present: R. Bartley Halloran, District Counsel
Scott Jellison, Deputy Chief Executive Officer, Engineering & Operations
John Zinzarella, Deputy Chief Executive Officer, Business Services
Christopher Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Stan Pokora, Manager of Treasury
Erin Ryan, Director of Human Resources
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant
Sue Negrelli, Manager of Water Treatment
Ray Baral, Water Treatment Plant Superintendent
Steve Pratt, Manager of Water Quality
Jim Masse, Network Analyst
Joe Vitale, Hinkley, Allen & Snyder LLP

CALL TO ORDER

Chairman Curtis called the meeting to order at 5:02 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

No one from the public appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Charron and duly seconded, the meeting minutes of September 9, 2013, were approved.

**GLASTONBURY RIVERFRONT PARK - WELLS STREET, GLASTONBURY
ENCROACHMENT AGREEMENT – REPORT 4.**

To: The Water Bureau for consideration on October 7, 2013

The Town of Glastonbury, through its consultant, Macchi Engineering, LLC, has requested permission from The Metropolitan District (District) to permanently encroach upon an existing 20-foot wide water right-of-way on the property of The Town of Glastonbury, west of the Town of Glastonbury Community Center. The encroachments will allow for the following work, and is represented in the attached plans labeled Encroachment A thru I

- Encroachment A: To construct a sanitary sewer force main crossing above an existing 20-inch RCP water main.
- Encroachment B: To construct an electrical service trench crossing above an existing 20-inch RCP water main.
- Encroachment C: To construct a seasonal skating area and permanently reduce the cover by 1.5 to 2 feet over an existing 20-inch RCP water main to facilitate ponding.
- Encroachment D: To construct a seat wall, additional portions of the sanitary sewer force main, and portions of a gravity storm drain adjacent to an existing 20-inch RCP water main.
- Encroachment E: To construct a natural gas service line crossing above an existing 20-inch RCP water main.
- Encroachment F: To construct a concrete utility conduit duct bank crossing above an existing 20-inch RCP water main.
- Encroachment G: To construct a 1-1/2 inch irrigation line crossing above an existing 20-inch RCP water main.
- Encroachment H: To construct a 1-inch irrigation line crossing above an existing 20-inch RCP water main.
- Encroachment I: To excavate in excess of 18-inches above an existing 20-inch RCP water main to install a new driveway entrance and driveway base material.

The proposed work entails the following:

- Encroachment A: Trenching parallel and perpendicular to the water main within the easement area and backfilling with native material as shown in the attached map (Encroachment A).

- Encroachment B: Trenching perpendicular to the water main within the easement area and backfilling with native material as shown on the attached map (Encroachment B).
- Encroachment C: Excavation of an area totaling 102,200 square feet, of which 3,800 square feet are within the District's water right-of-way. The area will be backfilled with a clay barrier, 6-inches of crushed stone and will be loamed and seeded. The final grade for the seasonal skating area will reduce the soil cover to a depth of 3.02 feet to 3.70 feet. The resulting finished grade change should not adversely affect the structural integrity of the pipe.
- Encroachment D: Excavating adjacent to the water main to a depth of 4.5 feet to install a seat wall, additional portions of the sanitary sewer force main described in Encroachment A, and portions of a gravity storm drain to a depth of 5.4 feet adjacent to an existing 20-inch RCP water main.
- Encroachment E: Trenching perpendicular to the water main within the easement area and backfilling with native material as shown on the attached map (Encroachment E).
- Encroachment F: Trenching perpendicular to the water main within the easement area and backfilling with native material as shown on the attached map (Encroachment F).
- Encroachment G: Trenching perpendicular to the water main within the easement area and backfilling with native material as shown on the attached map (Encroachment G).
- Encroachment H: Trenching perpendicular to the water main within the easement area and backfilling with native material as shown on the attached map (Encroachment H).
- Encroachment I: Excavating an area 200 square feet all of which is within the District water right of way. The area will be compacted and backfilled with at least 8.5 inches of process stone base, and 3.5 inches of bituminous asphalt pavement.

The Town of Glastonbury has agreed to the following conditions in order to satisfy the District's concerns for protection of the existing 20-inch reinforced concrete pipe located within the subject parcel and accessible along the length of The Metropolitan District's right-of-way.

1. Any earthmoving equipment or material storage utilized on the site within the District's right of way will be reviewed and approved by District staff prior to mobilization.
2. No earthmoving equipment or vibratory compaction equipment shall be operated within five feet (5') of the District's physical pipe after reducing cover by more than one foot (1').

3. All heavy construction equipment, including tool trucks, shall cross the District water main at approved locations sufficiently built up with bridging material. All crossing locations must be approved by the District, prior to construction.
4. An MDC inspector must be on the job site whenever work is being performed in the right-of-way, and all associated expenses will be reimbursed by the Town of Glastonbury. The construction shall conform to District standards and 48-hours advanced notice must be given to the District prior to any construction within the right-of-way. Notice shall be given to Frank Morse (860)-278-7850 extension 3468
5. In the event the District needs access to its existing or future utilities within the encroachment, the District shall backfill to grade. The Town of Glastonbury shall be responsible for all restoration in the area of the seasonal skating area, when disturbed or damaged as a result of District work.
6. The Town of Glastonbury shall provide insulation for the 20-inch reinforced concrete water main in areas where cover has been reduced to less than four and one half feet (4 ½'), as approved by the District.
7. Sanitary sewer force main located within The Metropolitan District easement shall be wrapped with an approved filter fabric.
8. Proposed utilities will be located to provide a minimum of eighteen-inches (18") of vertical separation, the contractor shall hand dig where then there is two (2) or less feet of cover protecting the water main.
9. Any damage caused to the water main as a result of this encroachment will be repaired by The Metropolitan District or its agent at no cost to the District. District staff shall direct the method of repair. Any consequential damages incurred by the District or any third party resulting from any damage to or compromise of the water main shall be borne by the Town of Glastonbury. The formal encroachment agreement shall include a hold harmless and indemnity provision, and the District shall be named as an additional insured on the Town's and its contractor's liability insurance policy in such limits as determined by the District.
10. The contractor performing the work is required to secure a performance bond in the amount of \$500,000.00. The contractor must apply for a Main Line Permit from The Metropolitan District's Utility Services Department before any work in the encroachment area commences.

District staff has reviewed this request and considers it feasible.

A formal encroachment agreement shall be executed between the Town of Glastonbury and The Metropolitan District, consistent with current practice involving similar requests.

It is RECOMMENDED that it be

VOTED: That the Water Bureau 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 the Town of Glastonbury to encroach upon an existing water right-of-way west of the Town of Glastonbury Community Center and west of Welles Street, in Glastonbury, in support of the planned construction of phase two of Glastonbury Riverfront Park as shown on the plans submitted by Macchi Engineers, LLC., dated May 21, 2013, subject to the conditions set forth above and providing that the District shall not be held liable for any cost of damage of any kind which may result during construction or in the following years as a result of the encroachment.

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Kowalyshyn and duly seconded, the report was received and resolution recommended to the District Board by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 5:08 P.M.

ATTEST:


John S. Mirtle, Esq.
District Clerk

November 13, 2013

Date of Approval

**THE WATER BUREAU
SPECIAL MEETING
The Metropolitan District
MDC Training Center
125 Maxim Road, Hartford
Wednesday, November 13, 2013**

Present: Commissioners May Ann Charron, Kathleen Kowalyshyn, James Needham, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (7) (3-Vacancies)

Absent: Commissioners Daniel A. Camilliere, Timothy Curtis, Joseph Klett, Helene Shay, and Special Representative Michael Carrier (5)

Also

Present: Charles P. Sheehan, Chief Executive Officer
R. Bartley Halloran, District Counsel
Scott W. Jellison, Deputy Chief Executive Officer, Engineering & Operations
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
Christopher R. Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Vice-Chairman Sweezy called the meeting to order at 5:02 P.M.

RECESSED

At 5:04P.M. the meeting was recessed to proceed with a public hearing regarding revisions to
The District water ordinances.

RECONVENED & RECESSED

At 6:35P.M. the Water Bureau meeting was reconvened after completion of the public hearing.
The Water Bureau meeting was recessed until Monday, November 18, 2013 at 4:00 P.M. at
The Metropolitan District Headquarters, 555 Main Street in Hartford, CT.

ATTEST:


John S. Mirtle, Esq.
District Clerk

February 12, 2014

Date of Approval

**THE WATER BUREAU
SPECIAL MEETING
The Metropolitan District
MDC Training Center
555 Main Street, Hartford
Monday, November 18, 2013**

Present: Commissioners Daniel A. Camilliere, May Ann Charron, Timothy Curtis, Kathleen Kowalyshyn, Mark A. Pappa, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (8) (3-Vacancies)

Absent: Commissioners Joseph Klett, James Needham, Helene Shay, and Special Representative Michael Carrier (4)

Also

Present: Commissioner Donald M. Currey
Commissioner Allen Hoffman
Commissioner Joseph Kronen
Commissioner Thea Montanez
Charles P. Sheehan, Chief Executive Officer
R. Bartley Halloran, District Counsel
Scott W. Jellison, Deputy Chief Executive Officer, Engineering & Operations
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
Christopher R. Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Robert Constable, Manager of Budgeting & Analysis
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER/RECONVENE

Chairman Curtis reconvened the meeting previously recessed from November 13, 2013 and called the meeting to order at 4:04 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Joe Bonanno of 61 Woodruff Rd., Farmington appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of October 7, 2013, were approved.

On motion made by Commissioner Camilliere and duly seconded, the minutes from the Water Bureau public hearing held November 13, 2013 were incorporated by reference as though fully set forth. Commissioner Curtis abstained.

REVISIONS TO DISTRICT WATER RATES – Report 4.

To: Water Bureau for consideration November 18, 2013

The 2014 budget in support of Water Operations calls for a 1.2% water use rate increase from \$2.50 to \$2.53 per hundred cubic feet (CCF). The peripheral charges associated with the delivery and sale of water have also been increased. The water rate increases are attributable to 5.1% expenditure increase in the 2014 budget which increases the revenue required from the water rates to support the budget. The increases will become effective January 1, 2014.

A discussion of the several rates that comprise the proposed schedule for 2014 and the recommendations pertaining to each follows:

Water Used Charge – Treated Water

Staff recommends that the rate charged for the use of treated water based on actual metered consumption increase from \$2.50 per CCF to \$2.53 per CCF. The increase for fiscal year 2014 would increase the current water rate by \$0.03 cents per hundred cubic feet (CCF).

The recommended rate for treated water, based on actual metered consumption, is:

<u>WATER USAGE</u>	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>
All Customers	\$2.50/100 Cu. ft.	\$2.53/100 Cu ft.

Customer Service Charge

Revenues from this customer service charge are to intended to support the fixed operating, maintenance and debt costs associated with water operations. The customer service charges for residential sizes will remain unchanged from the 2013 rates. In the residential category a 5/8" meter will remain at \$40.44 per quarter in 2014. The customer

service charges for the 6", 8" and 12" will be increased \$1,238.76, \$1,651.68 and \$3,303.36 respectively.

Surcharge Outside The Metropolitan District

A fixed "surcharge" rate is added to all accounts for service outside the boundaries of the District. The surcharge is based on the size of the meter that serves each delivery point. Revenues from this charge are for the reimbursement of assets deployed. The surcharge rate will remain unchanged from the 2013 rates. In the residential category a 5/8" meter will remain at \$105.75 per quarter in 2014.

Water Used Charge – Untreated Water

The District provides untreated water to other agencies and water companies for a fixed rate based on actual consumption. The current rate for this untreated or "raw" water is \$1.00 per hundred cubic feet of consumption. It is recommended that the charge for untreated water remain at the rate of \$1.00 cents per hundred cubic feet.

Private Fire Protection Charge

Rates for private fire protection are charged to all fire service accounts based on the size of the service connection. Staff recommends a 1.2% increase to all rates for private fire protection.

Conclusion

Staff believes that the foregoing rate change recommendations are justified, reflect the sound financial administration that has earned the District support among credit rating agencies and financial advisors, and are consistent with the policy direction of the Commission.

After reviewing the information contained herein

It is **RECOMMENDED** that it be

Voted: That the Water Bureau, acting under Section 5-4 of the District Charter, establishes revised water rates effective with the meter readings rendered on and after January 1, 2014, as set forth in the following "REVISIONS TO WATER SUPPLY ORDINANCES."

Further Voted: That following the public hearing held on November 13, 2013, as required by Special Act 01-3, as adopted by the General Assembly of the State of Connecticut, and Section 2-14 of the Charter of The Metropolitan District, the Water Bureau recommends to the District Board, through the Committee on MDC Government, approval of the following "REVISIONS TO WATER SUPPLY

ORDINANCES" by the enactment of said proposed ordinances. (Additions are indicated by underscoring and deletions are crossed out).

REVISIONS TO WATER SUPPLY ORDINANCES

W-1 WATER RATES

SEC. W1a WATER USED CHARGE (TREATED WATER)

The WATER USED CHARGE is the quantity of water used as read at the meter, as follows:

BILLS RENDERED	RATE
MONTHLY AND QUARTERLY	\$2.50 per 100 Cubic Feet
<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY AND QUARTERLY</u>	<u>\$2.53 per 100 Cubic Feet</u>

SEC. W1b CUSTOMER SERVICE CHARGE

The CUSTOMER SERVICE CHARGE is a service charge applicable to all metered services and services to be metered. The charge shall be determined from the size of each meter installed or to be installed on the premises, as follows:

Size of Meter	Monthly Billing	Quarterly Billing
5/8"	13.48	40.44
3/4"	13.48	40.44
1"	13.48	40.44
1 1/2"	28.29	84.87
2"	28.29	84.87
3"	183.52	550.56
4"	183.52	550.56
6"	183.52	550.56
8"	183.52	550.56
12"	183.52	550.56

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>	<u>QUARTERLY BILLING</u>
5/8"	13.48	40.44
3/4"	13.48	40.44
1"	13.48	40.44
1 1/2"	28.29	84.87
2"	28.29	84.87
3"	183.52	550.56
4"	183.52	550.56
6"	596.44	1,789.32
8"	734.08	2,202.24
12"	1,284.64	3,853.92

SEC. W1c SURCHARGE OUTSIDE THE METROPOLITAN DISTRICT

In towns outside the limits of The Metropolitan District, in addition to charges under SEC. W1a and W1b, there shall be a surcharge determined from the size of the meter installed on the premises, as follows:

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>	<u>QUARTERLY BILLING</u>
5/8"	35.25	105.75
3/4"	38.30	114.90
1"	49.30	147.90
1 1/2"	63.46	190.38
2"	101.87	305.61
3"	386.04	1,158.12
4"	482.55	1,447.65
6"	750.63	2,251.89
8"	1,018.72	3,056.16
12"	1,581.69	4,745.07

<u>SIZE OF METER</u>	<u>MONTHLY BILLING</u>	<u>QUARTERLY BILLING</u>
5/8"	35.25	105.75
3/4"	38.30	114.90
1"	49.30	147.90
1 1/2"	63.46	190.38
2"	101.87	305.61
3"	386.04	1,158.12
4"	482.55	1,447.65
6"	750.63	2,251.89
8"	1,018.72	3,056.16
12"	1,581.69	4,745.07

SEC. W1d CHARGES FOR UNTREATED WATER

Charges for untreated water sold to water companies and agencies under agreement between The Metropolitan District and such companies or agencies, or by other arrangement, shall remain at the rate of \$1.00 cents per hundred cubic feet.

SEC. W6f CHARGES FOR PRIVATE FIRE PROTECTION SERVICE

Charges for connections to water mains supplying water for fire protection, metered, or unmetered, shall be in accord with the following table:

<u>SIZE OF CONNECTION</u>	<u>MONTHLY CHARGE</u>
2"	<u>14.21</u>
3"	<u>18.50</u>
4"	<u>27.77</u>
6"	<u>46.56</u>
8"	<u>70.01</u>
10"	<u>117.24</u>
12"	<u>164.89</u>

<u>SIZE OF CONNECTION</u>	<u>MONTHLY CHARGE</u>
2"	<u>14.38</u>
3"	<u>18.72</u>
4"	<u>28.10</u>
6"	<u>47.12</u>
8"	<u>70.85</u>
10"	<u>118.65</u>
12"	<u>166.87</u>

Respectfully submitted,

Charles P. Sheehan
Chief Executive Officer

On motion made by Commissioner Sweezy and duly seconded, the report was received and resolution recommended to the District Board by unanimous vote.

REVISIONS TO WATER ASSESSMENT RATES AND OTHER RELATED CHARGES AND SPECIAL WATER RULES AND CHARGES – Report 5.

To: Water Bureau for consideration on November 18, 2013

In support of the annual water operating budget, staff is submitting these rates in conjunction with the revisions to the proposed Fiscal Year 2014 water rates and other peripheral charges associated with the delivery and sale of water as part of the annual budget adoption process.

Staff has reviewed these rates in light of the costs associated with them on a 'typical' model basis and makes the following recommendations:

Water Assessment Rates and Other Related Charges:

	<u>Current</u>	<u>Proposed</u>
Main Pipe Assessment	\$41.00/ft	\$41.00/ft
Service Pipe Taps (Does not include materials) Domestic (includes spacer and meter costs):		
1" Service Tap with 5/8" Meter	-	\$550.00
1" Service Tap with 3/4" Meter	-	\$575.00
1-1/2" Service Tap with 1" Meter	\$400.00	\$695.00
2" Service Tap with 1-1/2" Meter	\$400.00	\$940.00
4" Service Tap with 2" Meter	\$400.00	\$990.00
4" Service Tap with 3" Meter	-	\$1,120.00
6" Service Tap with 4" Meter	\$621.00	\$1,320.00
8" Service Tap with 6" Meter	\$621.00	\$1,945.00
10" Service Tap with 8" Meter	\$621.00	\$2,910.00
Fire Service		
2" Fire Service Tap		\$565.00
4" Fire Service Tap		\$460.00
6" Fire Service Tap		\$460.00
8" Fire Service Tap		\$460.00
Hydrants		
Installed after the main	\$8,800.00	\$9,800.00
Hydrant Maintenance	\$80.00	\$100.00
Hydrant Relocation	-	\$15,000.00
		deposit + actual
Fire Flow Testing	-	cost+ overhead \$340.00

Special Meter Charges and Deposits:

	<u>Current</u>	<u>Proposed</u>
Hydrant Meters		
Non-refundable administrative and meter reading fee—includes \$100 minimum water use	\$250.00	\$250.00
Connection / Inspection Fee	\$750.00	\$750.00
Administrative and meter reading fee, including connection and inspection fees + actual water use to be billed		\$1,000.00
Hydrant Meter Fee Deposit	actual cost	\$1,500.00
Subsequent re-inspection and testing fee, if backflow prevention device required	\$50.00	\$50.00
Frozen, Lost or Damaged Meters		
5/8" meter	\$126.00	\$200.00
3/4" meter	\$142.00	\$240.00
1" meter	\$164.00	\$275.00
1-1/2" meter	-	\$920.00
2" meter	-	\$1,155.00
3" meter	-	\$1,355.00
4" meter	-	\$1,615.00
6" meter	-	\$2,560.00
8" meter	-	\$4,000.00
Radio transmitter unit	\$100.00	\$155.00
Repair meter larger than 1"	actual cost	
	+ overhead	
Replace meter larger than 1"	Replacement cost	
	+ handling	
Spacer Charges		
5/8", 3/4"	\$59.00	\$145.00
1	\$98.00	\$150.00
1-1/2"	\$98.00	\$200.00
2" & larger	\$115.00	\$220.00

Damaged Hydrant Charge Repair or Replacement	actual cost + overhead	actual cost + overhead
Release of Water Use Lien	\$13.00	\$85.00
Delinquent Account Review and Lien Fees		
Checks Returned for Insufficient Funds	\$40.00	\$50.00
Shut-Off for Non-Payment	\$75.00	\$98.00
Emergency Inspection	\$250.00	
Scheduled Overtime/Emergency Inspections	\$190.00	\$325.00
Off and On Within 12 Months	\$81.00	\$95.00
Install Permanent Meter (No Service Tap)	\$81.00	-
5/8" – 1" Meter		\$96.00
2" Meter & larger		\$240.00
Backflow Prevention Device Testing	\$50.00	\$88.00
Check reading & leaks (no problem found)	\$81.00	\$90.00
Water Wagon-Saturday	-	\$1,030.00
Water Wagon-Saturday	-	\$1,350.00
Water Tanker – Administrative Fee	-	
+ actual water use to be billed		\$75.00
Administrative Review for Water and/or Sewer Services		\$465.00

It is RECOMMENDED that it be:

Voted: That the Water Bureau hereby adopts the following schedule of fees effective January 1, 2014:

Main Pipe Assessment	\$41.00/ft
Service Pipe Taps	
Domestic (includes spacer and meter costs):	
1" Service Tap with 5/8" Meter	\$550.00
1" Service Tap with 3/4" Meter	\$575.00
1-1/2" Service Tap with 1" Meter	\$695.00
2" Service Tap with 1-1/2" Meter	\$940.00
4" Service Tap with 2" Meter	\$990.00
4" Service Tap with 3" Meter	\$1,120.00

6" Service Tap with 4" Meter	\$1,320.00
8" Service Tap with 6" Meter	\$1,945.00
10" Service Tap with 8" Meter	\$2,910.00
Fire Service	
2" Fire Service Tap	\$565.00
4" Fire Service Tap	\$460.00
6" Fire Service Tap	\$460.00
8" Fire Service Tap	\$460.00
Hydrants	
Installed after the main	\$9,800.00
Hydrant Maintenance	\$100.00
Hydrant Relocation	\$15,000.00
	deposit + actual
	cost+ overhead
Fire Flow Testing	\$340.00

Special Meter Charges and Deposits:

Hydrant Meters	
Administrative and meter reading fee, including connection and inspection fees + actual water use to be billed	\$1,000.00
Hydrant Meter Deposit	\$1,500.00
Subsequent re-inspection and testing fee, if backflow prevention device required	\$50.00
Frozen, Lost or Damaged Meters	
5/8" meter	\$200.00
3/4" meter	\$240.00
1" meter	\$275.00
1-1/2" meter	\$920.00
2" meter	\$1,155.00
3" meter	\$1,355.00
4" meter	\$1,615.00
6" meter	\$2,560.00
8" meter	\$4,000.00
Radio transmitter unit	\$155.00
Spacer Charges	
5/8", 3/4"	\$145.00
1"	\$150.00
1-1/2"	\$200.00

2" & larger	\$220.00
Damaged Hydrant Charge	
Repair or Replacement	actual cost + overhead
Delinquent Account Review and Lien Fees	\$85.00
Checks Returned for Insufficient Funds	\$50.00
Shut-Off for Non-Payment	\$98.00
Scheduled Overtime/Emergency Inspections	\$325.00
Off and On Within 12 Months	\$95.00
Install Permanent Meter (No Service Tap)	-
5/8" – 1" Meter	\$96.00
2" Meter & larger	\$240.00
Backflow Prevention Device Testing	\$88.00
Check reading & leaks (no problem found)	\$90.00
Water Wagon-Saturday	\$1,030.00
Water Wagon-Saturday	\$1,350.00
Water Tanker – Administrative Fee + actual water use to be billed	\$75.00
Administrative Review for Water and/or Sewer Services	\$465.00

Respectfully submitted,

Charles P. Sheehan,
Chief Executive Officer

On motion made by Commissioner Camilliere and duly seconded, the report was received and resolution recommended to the District Board by unanimous vote.

ADJOURNMENT

The meeting was adjourned at 4:50 P.M on November 18, 2013.

ATTEST:


John S. Mirtle, Esq.
District Clerk

February 12, 2014

Date of Approval

**Public Hearing
THE WATER BUREAU
The Metropolitan District
MDC Training Center
125 Maxim Road, Hartford
Wednesday November 13, 2013**

Present: District Chairman William DiBella
Commissioner Mary Anne Charron
Commissioner Kathleen Kowalyszyn
Commissioner Thea Montanez
Commissioner James Needham
Commissioner Mark A. Pappa
Commissioner Pasquale J. Salemi
Commissioner Raymond Sweezy
Charles P. Sheehan, Chief Executive Officer
Scott W. Jellison, Deputy Chief Executive Officer, Engineering & Operations
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
R. Bartley Halloran, District Counsel
Christopher R. Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

**PUBLIC HEARING ON PROPOSED 2014 METROPOLITAN DISTRICT WATER SUPPLY
ORDINANCES**

Commissioner Sweezy, acting as Chairman, called the public hearing to order at 5:04 P.M.

At the direction of the Chairman, Mr. Mirtle read the hearing notice published in the Hartford Courant on November 2, 2013 and November 6, 2013 and also made available to all Town Clerk's within The Metropolitan District's member municipalities.

November 1, 2013

**NOTICE OF PUBLIC HEARING
ON PROPOSED REVISIONS TO
METROPOLITAN DISTRICT WATER SUPPLY ORDINANCES**

**The Metropolitan District
555 Main Street
Hartford, Connecticut**

Pursuant to Special Act 01-3, as adopted by the General Assembly of the State of Connecticut, and Section 2-14 of the Charter of The Metropolitan District, the Water Bureau of The Metropolitan District will hold a public hearing on proposed revisions to The District's Water Supply Ordinances as they

apply to the water rates for the fiscal year 2014. The hearing will be held at The Metropolitan District Training Center, 125 Maxim Road, Hartford, Connecticut, on **WEDNESDAY, NOVEMBER 13, 2013 at 5:00 P.M.**

Proposed changes to the rates stipulated under the following sections of the Water Supply Ordinances will be considered:

Section W1aWater Used Charge (Treated Water)

Section W1bCustomer Service Charge

Section W1cSurcharge Outside The Metropolitan District

Section W1dCharges for Untreated Water

Section W6fCharges for Private Fire Protection Service

The proposed ordinances are available for inspection at the Office of the District Clerk of The Metropolitan District, 555 Main Street, Hartford, Connecticut.

All interested parties from The Metropolitan District's member municipalities may appear to be heard.

John S. Mirtle, Esq.
District Clerk

Chairman Sweezy then opened the floor to any members of the public who wished to speak relative to the proposed Metropolitan District Water Supply Ordinances. The following individuals appeared to be heard:

State Senator Terry Gerratana
State Representative Prasad Srinivasan
State Senator Steve Cassano
State Representative Bill Aman
State Representative Joe Diminico
State Representative Michael Demicco
Shawnee Baldwin of 57 Nuthatch Knob, Glastonbury
Edward Fournier of 282 Cavan Lane, Glastonbury
Rev. Sally Brown of 3 Fairfield Court, Glastonbury
Andrew Vanostrand of 1278 Main St., Glastonbury
Susan Kniep of 50 Old Roberts St., East Hartford
Anne Murray of 739 North King St., South Windsor
Joe Bonanno of 61 Woodruff Rd., Farmington
Judith Walter of 442 East Carriage Dr., Glastonbury
Morgan Seelye of 87 Butterball Lane, Glastonbury
John W. Avedisian of 11 Parkwood Dr., Windsor
Chip Beckett of 92 Stancliff Rd., Glastonbury

Tod Umbach of 207 Bluff Point Rd., South Glastonbury
David Weinberg of 157 Millstone Rd., Glastonbury
Larissa Berkowitz of 387 Tall Timber Rd., Glastonbury
April Krason of 193 Stockade Rd., South Glastonbury
Victor Berman of 16 Lavender Lane, South Windsor
Frank Mastropaso of 42 Hills St., East Hartford
James L. Senatroy of 32 Davewell Rd., South Windsor
Lesley Mroz of 121 Heywood Dr., Glastonbury
Diana Neff of 235 Stanley Dr., Glastonbury
Casey Neff of 235 Stanley Dr., Glastonbury
David Kindt of 117 Rampart Dr., Glastonbury
James LaCroix of 115 Hawthorne Mead Dr., Glastonbury
Sandra Leon of 70 Morgan Dr., Glastonbury
Roger Brown of 3 Fairfield Court, Glastonbury
Tom Bayley of 115 Paxton Way, Glastonbury
George White of 67 Woodruff Rd., Farmington
Stephen A. Nettleton of 65 Sycamore Rd., South Windsor

Written correspondence related to the subject matter of the public hearing (attached as Exhibit A) was received by the Chairman, Commissioner Sweezy, and incorporated into the record.

The hearing was adjourned at 6:35 P.M.

ATTEST:

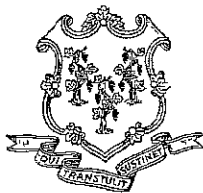


John S. Mirtle, Esq.
District Clerk

February 12, 2014

Date Approved

EXHIBIT A



State of Connecticut

GENERAL ASSEMBLY

STATE CAPITOL

HARTFORD, CONNECTICUT 06106-1591

November 13, 2013

The Metropolitan District
Water Bureau Committee
Timothy Curtis, Chair
Public Hearing

Re: Rates and Fees for Non-Member Towns

Thank you for the opportunity to come before the MDC Water Bureau this evening to talk about the recent fee increases to non-member towns (NMTs). I am State Senator Terry Gerratana of the 6th District and am joined by legislators from member and non-member towns this evening. We have met and heard from many residents in our districts about the increases to both the service fee as well as the water rate. We have had conversations with representatives of the MDC as well as local elected officials in our towns.

We have heard a variety of explanations as reasons MDC has raised the rates. The bottom line is all of the explanations result in residents of non-member towns paying over twice the amount that member town residents pay for service fees. These increases have come two years in a row. The non-member town residents are now among the highest paying water customers in the state. These residents are now required to offset the cost of infrastructure improvements in member towns. We have been told that the rate increases are appropriate because non-member towns have been getting services all along but have not had to pay for improvements made for member towns. We have been told that because non-member towns do not use MDC sewer services they must pay a higher service fee because they choose not to participate.

Atty. Chris Stone of the MDC stated in the April 27th, 2013 Hartford Courant article that: "Residents in member towns have, in effect, paid for a water system, the water transmission, treatment and distribution, and capital costs for that system since, arguably, 1929. That's when the system was built. None of the customers in the non-member towns contributed to that cost."

I must ask: would you have done different? Since its inception the purpose of the MDC is to provide a water system. Do you mean that those towns that came on any time after 1929 must pay for all the infrastructure and services that went to the previous subscribers, in essence that which was bought and paid for by them?

Assessment based on usage and infrastructure is one thing; adding an additional fee because these services already happened in other towns makes no sense. They were necessary and needed in order to provide water services. It's a retroactive action taken for no services rendered but just because certain subscribers should now pay for what benefited previous users. Each of the residents in the member towns get a rebate for paying into the system, which they needed and used for all these years, with an arbitrary assessment fee on non-member towns.

Infrastructure repairs, improvements and enhancements are a burden on every municipality and a challenge to finance at all levels of government. We, in the legislature are fully aware of the needs and in many cases requirements and mandates of managing water systems and waste water, indeed we make them by law. But this cost should be shared proportionately with member towns.


We also have concerns about how much more MDC will charge in the future. The aforementioned Courant article quoted a resident of East Granby (an NMT) who stated it basically comes out to \$1.60 per glass of water for folks in the non-member towns with the new assessment. Huge changes to fee structures that will impact people should at least have a hearing and accounting. Explanations by the MDC to NMTs are hardly transparent. We need representation so NMTs can ask questions at the time proposals are made, at meetings like the Water Bureau has. Additionally, proposals to changes in NMTs should be made before the legislative bodies in these towns. There should be an MDC process, in place, that includes the NMTs and their input and approval beforehand.

We urge the MDC to change their ordinances to allow representation on the boards for non-member towns and any assessments should be made in an equitable and fair manner. Further, we recognize the Legislature enacted the MDC in 1929. We would like to sit down with representatives of the governing body of MDC to discuss representation for NMTs as well as ways to strengthen its structure and governance for the whole region.


Respectfully submitted,



State Senator Terry Gerratana



State Senator Steve Cassano



State Senator John Kissel



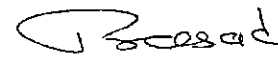
Representative Michael Demicco



Representative Joseph Diminico



Representative Timothy Larsen



Representative Prasad Srinivasan



Town of Glastonbury

2155 MAIN STREET • P.O. BOX 6523 • GLASTONBURY, CT 06033-6523 • (860) 652-7500
FAX (860) 652-7505

Town Council

November 13, 2013

The Metropolitan District
Water Bureau Committee
125 Maxim Road
Hartford, Connecticut
Attn: Mr. Timothy Curtis, Chair

Re: Rates and Fees for Non-Member Towns

Dear Chairman Curtis and Water Bureau Committee Members:

This letter is written on behalf of the Glastonbury Town Council concerning water rates assessed in the current year for non-member water customers of the Metropolitan District and any potential rate increases proposed for 2014. As you know, Glastonbury is a non-member town with approximately 6,000 District customers for water service.

A review of water charges between 2011 and 2013 indicates a significant increase in such charges to Glastonbury customers. For example, a resident using 100 CCF of water annually has experienced a \$487.92 increase or a 130% rise in annual water costs over the past 2 years. The largest contributing factor is the \$370± escalation in the General Surcharge from \$53 to \$423 annually. This surcharge was increased approximately \$105 in 2012 and another \$265 in the current year.

This is a surcharge that member towns do not pay. As explained by District representatives the General Surcharge is intended to assess non-member towns for historic water system infrastructure costs of the District. Glastonbury has been a non-member water user since the late 1950's. All prior infrastructure costs have long since been paid off through prior water service charges.

At its meeting of Tuesday, November 12, 2013, the Glastonbury Town Council reviewed water rate changes over the past 2 years, the components of such water costs, and a comparison of annual estimated costs for a member and non-member customer. With the 100 CCF assumption noted above, a non-member customer is paying \$200± more annually than a member customer. Based on concerns for the significant growth in yearly water costs due to the inequitable General Surcharge for non-member towns, the Council unanimously approved the following action:

"BE IT RESOLVED, that the Glastonbury Town Council hereby expresses its strong opposition to the General Surcharge imposed upon MDC non-member towns as a cost not assessed to customers of member towns, and hereby advises the District that the Town of Glastonbury shall seek legislative relief from the General Surcharge and a possible legal remedy as deemed necessary."

The Council respectfully requests that this correspondence be formally entered to the record of the District Water Bureau public hearing scheduled for the evening of Wednesday, November 13, 2013, and any other formal deliberations by the District concerning water charges to non-member towns.

The Town of Glastonbury would be happy to discuss this topic and encourages the District to develop a protocol for proactive communications with non-member communities and a process whereby non-member towns can better understand and comment on decisions by the District influencing water customers in Glastonbury and other non-member towns.

Sincerely,

GLASTONBURY TOWN COUNCIL

*Steward Beckett III, Chairman
Whit Osgood, Vice Chairman
Kurt P. Cavanaugh*

*Karen Boisvert
Lawrence J. Byar
William T. Finn*

*Timothy P. Coon
Thomas P. Gullotta
Jill Barry*

GTC/yo

Cc: Richard J. Johnson, Town Manager
Steve Cassano, State Senator
Joe Diminico, State Representative
Dr. Prasad Srinivasan, State Representative
Charles Sheehan, District Chief Executive Officer, MDC
Scott Jellison, Deputy Chief Executive Officer, MDC

14 Hubbard Street
Glastonbury, CT 06033
November 13, 2013

Metropolitan District Commission
555 Main Street
Hartford, CT 06103-2915

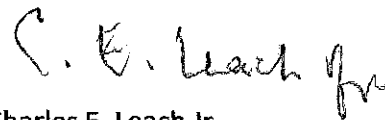
To Commission members:

As MDC non-member town residents, we are perplexed by the dramatic increase in the non-member town fee for MDC service. Our three month bills have increased from approximately \$90 to \$180. The increase has nothing to do with the amount of water that we use. The increase is primarily due to the NMT fee increase from \$39.54 to \$105.75, a 167% increase.

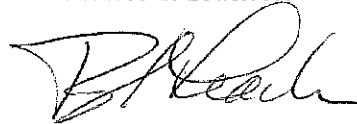
We ask you to explain the rationale for such an increase and ask if member town customers also experienced a similar fee change. As an example, what is the bill for a member town customer who uses 12ccf?

We hope that your holding this meeting means that you are reconsidering these severe rate increases. Thank you for holding this hearing.

Respectfully,



Charles E. Leach Jr.



Bonnie S. Leach

Rev. Sally D. Brown
3 Fairfield Court, Glastonbury, CT 06033-2374
Home: 860-430-1420 cell: 860-944-5262
e-mail: saldaybrown@aol.com

November 13, 2013

To the MDC:

Fairfield Village in Glastonbury, where I live, is a 55-and-over condominium community starting at \$289,900. Because it is one of the lesser expensive, new, condo developments in town, it attracts those of us on modest fixed incomes who want to live in Glastonbury nearer our children and grandchildren.

Yet, when we got our water bills for this part of the year, we were floored to see how much they had increased. For \$20.00 worth of water, one bill was \$173.00. For \$30.00 worth of water, another bill was \$189.00. For \$21.00 worth of water, another bill was \$175.00. For \$60.00 worth of water, another was \$213.12. For \$40.44 worth of water, another bill was \$165.62. Finally, our neighbors, the Bishops, for \$37.50 worth of water, paid \$190.62.

This is a huge, huge increase. We seniors cannot sustain such a high amount. We cannot pay for MDC pipe improvements all over the county or for whatever our money is being used.

A much better approach to addressing MDC's need for more money would be to phase in increases slowly and equally among towns. Also, maybe seniors should have more realistic increases in keeping with the fact of our being on fixed incomes.

Sincerely,

Rev. Sally D. Brown, President of the Fairfield Village Condo Association

PETITION TO THE MDC

We the following Glastonbury Residents from Fairfield Village want a better and fairer solution to the huge jump in our 2013 water bills by the MDC.

NAME	ADDRESS	PHONE NUMBER
1. Sally D. Brown	Glastonbury 06033 3 Fairfield Ct.	860-432-1420
2. Roger D. Brown	3 Fairfield Ct. 06033	860-432-1420
3. Anna Maggavero	9 Fairfield Lane 06033	860 430 9146
4. Rosemary Nemcek	15 Fairfield Lane	(860) 659-4899
5. John Stash jr	7 Fairfield Ct	860-430-9290
6. Shirley Stash	7 Fairfield Ct	860-430-9290
7. Jeanne Stocatore	11 Fairfield CT	203-558-2463
8. Robert L. McPartay	5 FAIRFIELD CT	860-208-0340
9. Berlin A. Falkman	3 FAIRFIELD LN	860 633-1750
10. Ed Hollman	3 FAIRFIELD LN	860-633-1750
11. Maureen McCarthy	5 FAIRFIELD CT	860-428-3155
12. Belinda Pato	36 FAIRFIELD LN	860-430-2168
13. Cynthia J. Morse	1 FAIRFIELD LANE	860-430-5692
14. Edith DeCarolis	9 Fairfield Ct	860-633-4729
15. Kenneth A. DeCarolis	9 Fairfield Ct	860-633-4729
16. Carlene Mettrot	18 Fairfield Lane	860-659-0069
17. MAUREEN SCHECHER	13 FAIRFIELD LN	860 430-2621
18. Henry Schecher	13 FAIRFIELD LN	860 430-2631
19. Robert Stash Campisi	11 Fairfield Ln	860-430-5669
20. Sebastian V. Campisi	11 Fairfield	860-430-5669

PETITION TO THE MDC

We the following Glastonbury Residents from Fairfield Village want a better and fairer solution to the huge jump in our 2013 water bills by the MDC.

NAME	ADDRESS	PHONE NUMBER
21. <u>Paul Bishop</u>	<u>1 Fairfield Ct</u>	<u>860-633-5980</u>
22. <u>Marie V. Bishop</u>	<u>1 Fairfield Court</u>	<u>860-633-5900</u>
23. <u>Chaire Smith</u>	<u>4 Fairfield Ct</u>	<u>860-781-2088</u>
24. <u>Bob Smith</u>	<u>36 FAIRFIELD LN</u>	<u>860-430-2168</u>
25. <u>Marie Magnus</u>	<u>2 Fairfield Ln</u>	<u>860-659-5822</u>
26. <u>Jim Anderson</u>	<u>11 FAIRFIELD CT</u>	<u>203 843-2734</u>
27. <u>Roseanne</u>	<u>5 Fairfield</u>	<u>860 657 2089</u>
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PETITION TO THE MDC

We the following Glastonbury Residents want a better and fairer solution to the sudden, huge jump in our 2013 water bills by the MDC.

NAME	ADDRESS	PHONE NUMBER
1. Ernest Reale	534 Main St	860-633-7207
2. Eleanor F. Reale	534 Main St	860-633-7207
3. Irene Wojnar	47 Springfield Rd	860 633 6328
4. Adele S Little	30 Fairlawn Rd.	860-633 4872
5. Katherine L Walsh	220 Stockade Rd	860-633-6606
6. William Longo	66 Surrey Ln	860-659-8693
7. Laura Longo	66 Surrey Ln	" " "
8. Valerie Dooland	107 Springfield Dr	860-633-2047
9. Katherine Swanson	36 Willow Glen	
10. Doreen Doyle	402 Freedom Road	
11. Elaine Driscoll	30 Farmclyff Dr.	860-633-5653
12. Barbara Evans	Fortis Rd.	633-1327
13. Barbara Woloszczuk	34 Sycamore	633-2898
14. Lydia Ritchie,	35 Linden St	633-2064
15. Lillian Johnson	30 Sycamore	633-7180
16. James Dillon	20 Crestdale	659-0437
17. Holly Dillon	20 Crestdale	659-0437
18. Jennifer Dupuis	275 Griswold	659-0437
19. Philip Dupuis	275 Griswold	659-0439
20. Charlie Blazewski	1034 Hebrew Av	633 1187

PETITION TO THE MDC

We the following Glastonbury Residents want a better and fairer solution to the sudden, huge jump in our 2013 water bills by the MDC.

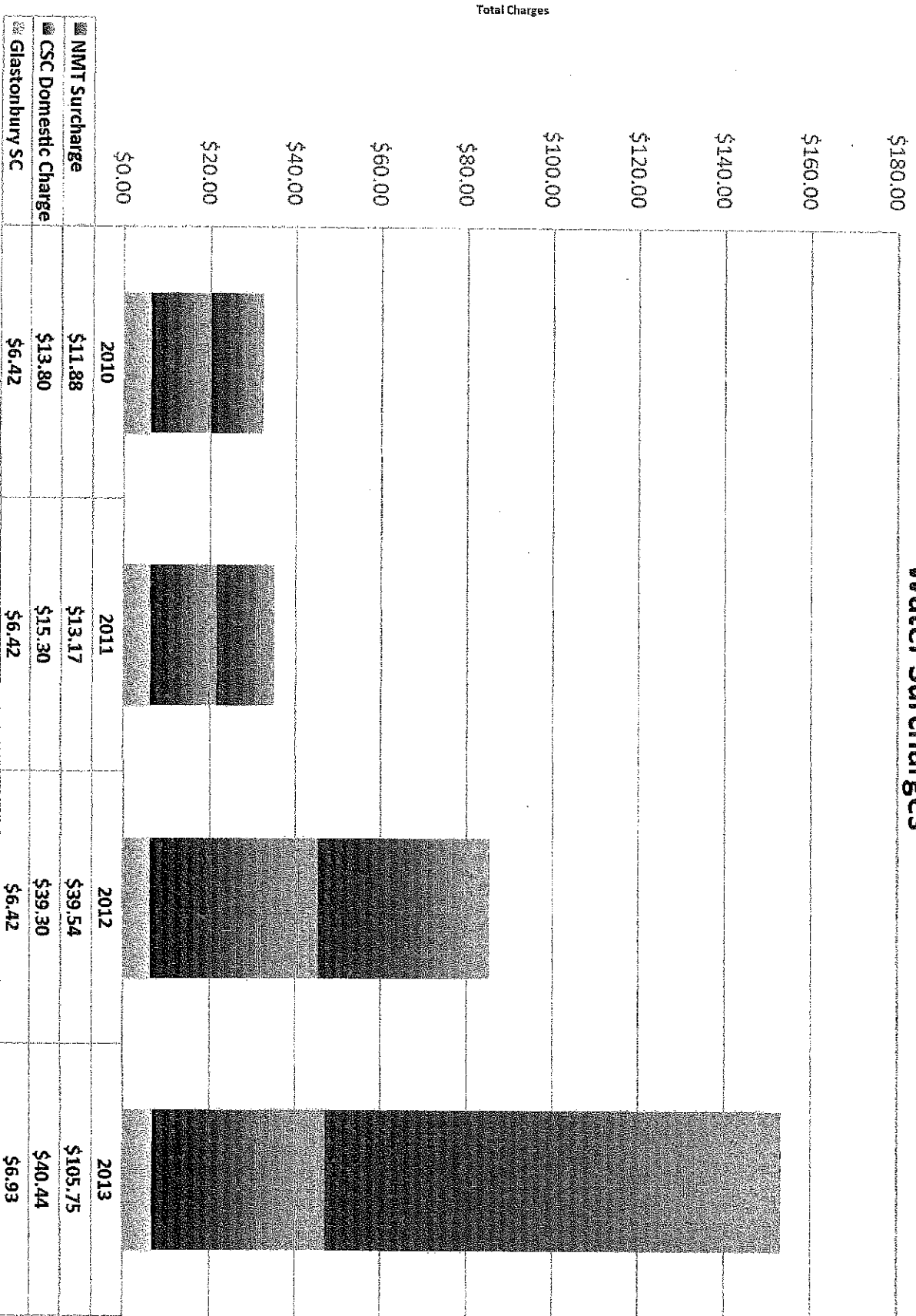
NAME	ADDRESS	PHONE NUMBER
21. Rose Sardella	Manchester Rd.	860-647-1758
22. Norma Carey	139 Long Hill	860-918-8677
23. James Carey	139 Long Hill	860-918 8677
24. Bernard Mandel	6 FAIRFIELD CT.	860-657-9341
25. Carolyn Munsell	6 FAIRFIELD CT	860-657-9341
26. L Benson	10 Hollister Way So	860-977-5534
27. Rosalyn Kinne	72 Tyson St.	860-633-7935
28. Doris S. O'Rourke	+ 133 Hubbard St. 32 Maple St.	860-633-8219
29. Eugene B. Montemieri	56 Spring St	860-633-9063
30. Geraldine W. Hutton	318 Hollister Way N.	860-633-9521
31. Ann Spivee		860-633-8373
32. J. K. Kear	14 Hubbard St.	860 659-9918
33. L. B. Kear	14 Hubbard St.	860 659-9918
34. Karen Chisler	330 CANAN Ln	860-633-5810
35. W.S. Hutton	330 CANAN Ln	860-633-5810
36. Wm Constantine	2 FAIRFIELD	860-633-7506
37. Doris Constantine	2 FAIRFIELD	860-633-7506
38. David Knight	21 Mansfield	860-657-2224
39. Peter Knight	14 Lantigat Dr.	860-657-8486
40.		

PETITION TO THE MDC

We the following Glastonbury Residents want a better and fairer solution to the sudden, huge jump in our 2013 water bills by the MDC.

NAME	ADDRESS	PHONE NUMBER
41. <u>Della Kennedy</u>	<u>328 Cavanha, G. Barry</u>	<u>659-2735</u>
42. <u>Wm. W. W.</u>	<u>4 Macintosh Lane</u>	<u>860-282-8112</u>
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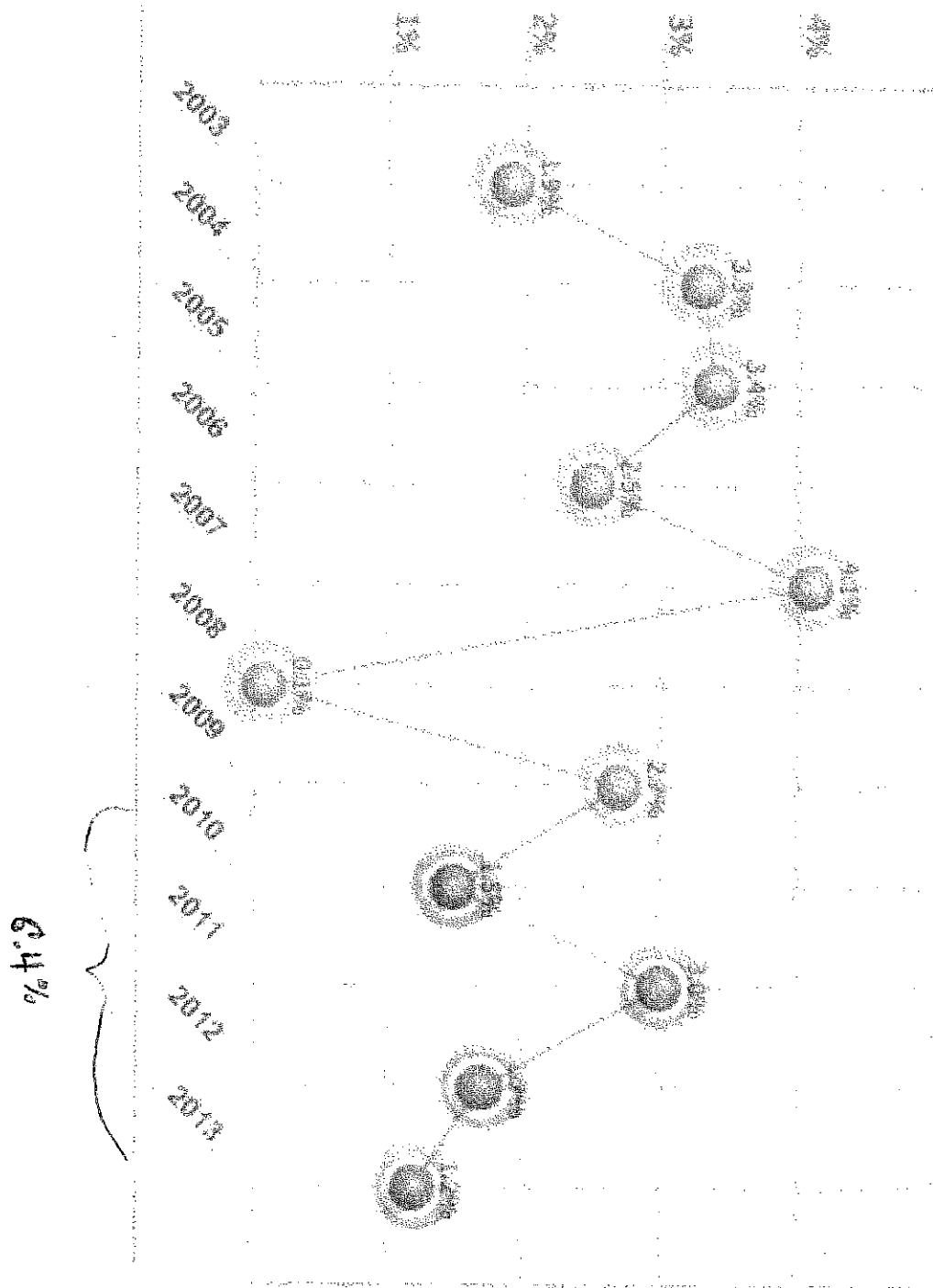
Water Surcharges



Surcharge Comparison						
Year	CSC Domestic Charge	NMT Surcharge	Glastonbury SC	Surcharge Total	% increase from previous yr	% Increase 2010-2013
2010	\$13.80	\$11.88	\$6.42	\$32.10		377%
2011	\$15.30	\$13.17	\$6.42	\$34.89	9%	
2012	\$39.30	\$39.54	\$6.42	\$85.26	144%	
2013	\$40.44	\$105.75	\$6.93	\$153.12	80%	

Water Rate Comparison			
Year	Water Rate	% increase from previous year	2010-2013 % increase
2010	\$2.12		18%
2011	\$2.35	11%	
2012	\$2.43	3%	
2013	\$2.50	3%	

Inflation Rates Graph (2003-2013)



Mirtle, John

From: suzanne laPlante <suzanne0866@sbcglobal.net>
Sent: Wednesday, November 13, 2013 9:35 AM
To: Mirtle, John
Subject: MDC customer in Glastonbury--opposes the proposed rate hike

Attorney Mirtle,

I am an MDC customer in Glastonbury and I strongly oppose the proposed rate hike.

My water bills have increased over 300% since I bought my house in 2010. The non-member surcharge alone is about twice the amount for my water use.

This is plain wrong, to impose such a surcharge, particularly since not all MDC customers must pay it.

Please do not have MDC impose another rate hike.

Thank you.

Sincerely,

Suzanne LaPlante

Mirtle, John

From: Roy, Lisa <Lisa.Roy@cga.ct.gov>
Sent: Tuesday, November 12, 2013 9:11 AM
To: Mirtle, John
Subject: Nov. 13 Public Hearing Testimony

From: Chasreg82@aol.com [<mailto:Chasreg82@aol.com>]
Sent: Friday, November 08, 2013 7:40 PM
To: Roy, Lisa
Subject: Opposition to MDC additional water charge

This is to record our protest and express opposition to the MDC annual additional water charge and increases in rate. Those charges are inequitable, unfair, discriminatory, and excessive in any event both as to users deemed to be in this so-called additional area and as to small households on the MDC water system, from which as captive customers we have no alternative choice of water company other than the MDC sole franchise. On behalf of ourselves and our neighbors we demand the rejection of the MDC annual additional water charge under any circumstances and at any rate.

Edith V. and Charles A. Regulbuto
59 Riverview Drive
South Windsor, CT 06074

Mirtle, John

From: Ann O'Connor <ann.oconnor13@gmail.com>
Sent: Monday, November 11, 2013 7:37 PM
To: Mirtle, John
Subject: I am a senior citizen and my water usage is minimal but my bill is not. My sewer bill is based on MDC's billing which I consider double jeopardy.

MDC should not be profiting at the benefit of those retired.

12 Riverview Drive
South Windsor, CT 06074-3580

Irma & Alan Gold

November 13, 2013

To Whom It May Concern,

We wish to express our surprise, and outrage, at the increases in the charges that have nothing to do with the amount of water usage, and that apply mostly to those of us that have no option except to purchase water from The MDC, and who live in non-member town areas. Many of us live on fixed incomes, maybe getting increases due to the cost of living, of $1\frac{1}{2}$ - 3%, while The MDC increases their charges by 243% in one year and 966% over seven years! When the actual cost of the product, water in this case, is \$34.86, but the bill is for \$171.33, something is very wrong.

When we moved to South Windsor in 2005 we were very pleased that we were getting our water from The MDC as the reputation for the cleanliness of the water was beyond great. And our first bill was for \$38.94 of which \$17.41 was for water, \$11.57 was the CSC Domestic Charge, and \$9.96 was the NMT Surcharge. Now, our most recent bill was for \$171.33 of which \$34.86 was for water, \$40.28 was the CSC Domestic Charge, and \$96.19 was for the NMT Surcharge.

And the condominium association in which we live received two bills, one for the sprinkler system and one for the clubhouse, where the water usage totaled zero, but the bills totaled \$587.61!

We realize as residents of a non-member town that we have no representation on the MDC Board; we also hope that the Board members realize that they have a responsibility to treat us as customers, neighbors and maybe even friends, and not try to put such burdensome costs on our backs.

Thank you for your attention.

Sincerely,

Irma & Alan Gold

(860) 436-6268

Mirtle, John

From: Marilyn Marchy <cmarch1@cox.net>
Sent: Monday, November 11, 2013 5:06 PM
To: Mirtle, John
Subject: Water

I am a resident of Glastonbury and was dumbfounded when I heard another possible increase! You have increased the cost several times and especially the last increase was unbearable.

How many times are you authorized to increase the cost?? Is it because we are non members that we get "hit" all the time?

I am opposed to any increase.

Thank you

Sent from my iPad

Mirtle, John

From: Smulders, Melodie <MSmulders@wallingford.k12.ct.us>
Sent: Tuesday, November 12, 2013 8:59 AM
To: Mirtle, John
Subject: water rate increase

Dear MDC,

I am writing to let you know that I strongly oppose the proposed water rate increase and I want to be on the record for saying so.

Sincerely,

Melodie Smulders

35 Tryon St.

S Glastonbury, CT 06073

SPECIAL MEETING

REVISIONS TO WATER ORDINANCES

In the future do you plan to increase the NMT Surcharge by 3X as you have done in the last two years?

2010 it was \$11.88

2011 it was \$13.17

2012 it was \$39.54

2013 it was \$105.75

Your FAQ states the non-member town customers pay more than member town customer because of only 7800 NMT vs. 110,000 member town customers. It sounds like the NMT customers are penalized for not having sewer involvement. Is the NMT Surcharge a penalty for not using the MDC sewer system?

Barnett Black Glastonbury

Metropolitan District Commission Water Bureau (MDC)

Rate Increase for the Town of South Windsor

November 13, 2013

I wish to express my displeasure on the rate increase that has occurred in my water bill this year. In the past, I usually have had a \$90 to \$100 water bill and now it is \$213+. How can this be?? An increase of 46.9% is too much to bear and too sudden for my household expenses. No public utility should have the authority to increase homeowner's water bill double the usually rate all of a sudden.

To my knowledge, there was no opportunity until today for public interaction with MDC regarding this rate increase. When I approached my public officials from South Windsor they were taken by surprise regarding this rate increase and had to do further research for MDC's explanation.

I have been told this increase was necessary because MDC does not own our sewer and water equipment. Does this warrant a 46.9% increase to be absorbed by the homeowner all of a sudden???? What recourse do we have?

I was unable to attend the public hearing today due to a conflict in my schedule but wanted the MDC to be aware of my displeasure.

Elaine Cooley
416 Foster Road
South Windsor
860 644-2808
cooleyjohn@sbcglobal.net

INDEX

To

MINUTES OF THE WATER BUREAU

Water Bureau - 2013

	Page
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E	
ENCROACHMENT AGREEMENT	
Glastonbury Riverfront Park, Well Street, Glastonbury	20
H	
HULL PROPERTY CONSERVATION RESTRICTION	
Granville, Massachusetts	7
P	
PUBLIC HEARING	
Proposed 2014 Metropolitan District Water Supply Ordinances	40
R	
RECREATION RATES - BARKHAMSTED	
Revision	5
RIVERFRONT RECAPTURE, INC. AGREEMENT	
Riverfront Park in Hartford and East Hartford	10
T	
TUNXIS CLUB, INC. LEASE OF MDC PROPERTY IN TOLLAND, MA	
Renewal/Termination	2
W	
WATER ASSESSMENT RATES AND OTHER RELATED CHARGES AND SPECIAL WATER RULES AND CHARGES	
Revisions	34
WATER RATES	
Revisions	29