

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

**FOR THE YEAR
2015**

**Published by authority of the Commission
And compiled by the
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

February 25.....	1
May 13.....	17
August 25 (Public Hearing)	25
August 25 (Public Hearing)	29
October 5	32
November 18	33
November 18 (Public Hearing)	49

INDEX

Minutes of the Water Bureau	I-1
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**MEMBERSHIP
OF
THE WATER BUREAU
2015**

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

DANIEL CAMILLIERE	MARK A. PAPPA
MARY ANNE CHARRON	ALBERT F. REICHIN
TIMOTHY CURTIS	PASQUALE J. SALEMI
JOSEPH KLETT	HELENE SHAY
KATHLEEN KOWALYSHYN	RAYMOND SWEZY
JAMES S. NEEDHAM	MICHAEL CARRIER*

**Special Representative from the Town of New Britain*

MINUTES
OF
MEETINGS OF THE WATER BUREAU
HELD IN 2015

**THE WATER BUREAU
SPECIAL MEETING
The Metropolitan District
555 Main Street
Hartford, Connecticut 06103
Wednesday, February 25, 2015**

Present: Commissioners Daniel A. Camilliere, May Ann Charron, Timothy Curtis, Mark A. Pappa, Albert F. Reichin, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (8)

Absent: Commissioner Joseph Klett, Kathleen Kowalyshyn, James Needham, Helene Shay, Special Representative Michael Carrier (5)

Also

Present: Scott W. Jellison, Chief Executive Officer
R. Bartley Halloran, District Counsel
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
Christopher R. Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Brendan Fox, Assistant District Counsel
Jessica Coelho, Project Manager
Kelly Shane, Director of Procurement
David Bunker, Project Manager
Isabel Dupois, Project Engineer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Curtis called the meeting to order at 4:47 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 19, 2014 and the public hearing minutes of November 19, 2014 were approved. Commissioner Reichin abstained.

RIVERFRONT RECAPTURE INC. AGREEMENT

To: The Water Bureau for consideration on February 25, 2015

At this time, it is recommended that it be

RESOLVED:

that the Water Bureau of The Metropolitan District hereby recommends to the Board of Commissioners of The Metropolitan District the approval of 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,

Scott Jellison
Chief Executive Officer

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 the 1st day of January, 2015.

WHEREAS, since 1998, the MDC has, under agreement with RRI, provided services in regard to the Hartford and East Hartford riverfront park system;

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 the areas of Riverfront Park designated on Exhibit A (the "Riverfront Park Areas") in a manner that will support and promote public use and programming of events and activities at Riverfront Park;

WHEREAS RRI has entered, or is about to enter, into management services agreements with the City of Hartford ("City") and the Town of East Hartford ("Town") (each, a "Service Agreement" and collectively, the "Service Agreements") 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") and RRI has agreed to perform certain services as described in the Service Agreements ("RRI's Responsibilities"); and

WHEREAS, the Service Agreements contemplate that RRI's obligation to perform RRI's Responsibilities are conditioned upon RRI's ability to obtain funding and to engage one or more service providers to perform RRI's Responsibilities without cost to RRI; and

WHEREAS, the MDC has agreed, for the term set forth in Section 3.1 below, to take responsibility for performing and/or funding certain of RRI's Responsibilities pursuant to, and in accordance with, the terms and conditions of this Agreement.

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. The MDC shall perform services in the Riverfront Park Areas as described on Exhibit B attached to this Agreement (the "Services"). The Services shall be performed during Regular Working Periods.

MDC may provide the Services directly or by separate contract.

For the purposes of this Agreement the term "Regular Working Periods" shall mean and include the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday exclusive of Holidays. "Holidays" are those days for which MDC employees working on those days receive overtime pay.

1.2 Costs of Services and Operating Fund Contribution.

- 1.2.1 Cost of Services: The Services and the materials and equipment required to perform the Services 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. The MDC and RRI hereby agree that the total amount of the obligation of the MDC under Section 1.1 shall not exceed the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) for each calendar year (the "Annual Budget").
- 1.2.2 To the extent that RRI requires Services outside of the Regular Working Periods, RRI shall be free to contract with third parties to perform such Services under terms and conditions acceptable to RRI, at no cost to the MDC.
- 1.2.3 Operating Funds Contribution. In addition to the performance of the Services, the MDC shall contribute to RRI the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) to RRI's operating funds for

each calendar year (the “Annual Budget”). Such funds shall be used by RRI in connection with the Riverfront Parks as deemed appropriate by RRI in RRI’s sole discretion.

1.3 Oversight Committee.

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

1.4 Limits on Service. MDC shall not be obligated to provide the Services 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, extraordinary 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 Areas as may be affected thereby.
- b. Services shall not be required to any portion of the Riverfront Park Areas in a municipality that has terminated its Service Agreement with RRI.
- c. MDC shall not be required to perform any level of service(s) beyond the level of services set forth in this Agreement or any additional services required as the result of any new improvements or modifications to existing improvements by RRI, unless agreed to by MDC in advance and in writing.

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.

The MDC will indemnify and hold harmless RRI and the City/Town, 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 and the City/Town, 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 MDC or otherwise, and to all property caused by, resulting from, or arising out of MDC'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 the 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.
- c. 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 January 1, 2015 and, unless otherwise terminated in accordance with the terms and provisions of this Agreement, shall terminate on midnight December 31, 2018 (the "Term"). 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 and without fault of the terminating party, after providing sixty (60) day notice and a right to cure.

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. Claims, disputes, or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

- a. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Rules in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hartford, Connecticut, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- b. Any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.2 Assignment. Neither party shall have the right to assign this Agreement without the written consent of the other party.

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: 50 Columbus Blvd
Hartford, CT 06106
Attention: President and Chief Executive Officer

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

The Metropolitan District

By: _____
By: _____
Name: _____
Title: _____

Name: William DiBella
Title: Chairman

EXHIBIT A

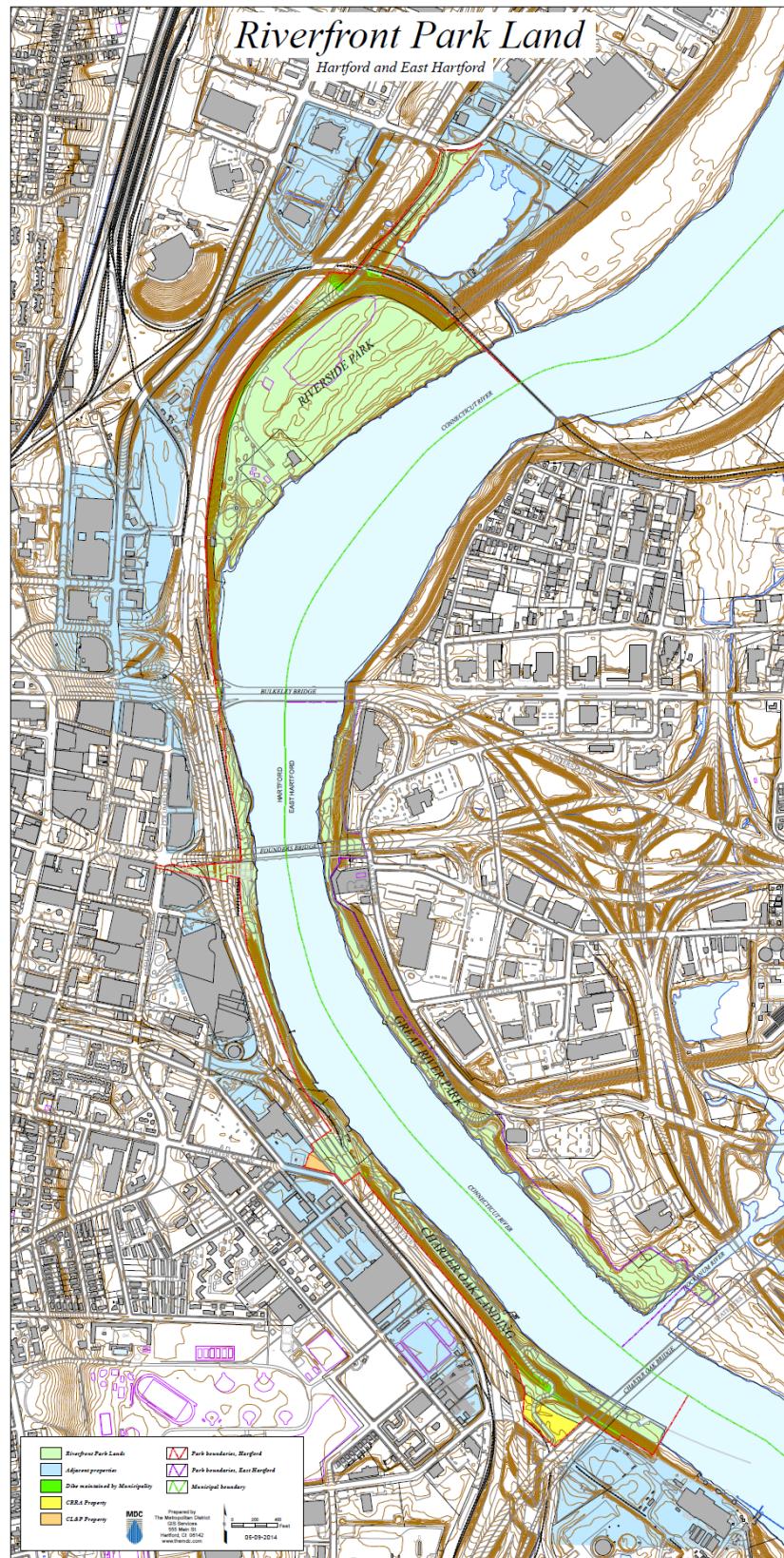


Exhibit B**Services to be performed during Regular Working Periods**

1. grounds maintenance services, to include mowing, pruning (excluding pruning or trimming that requires a lifting device, unless an emergency, life safety condition exists, in which case the MDC will perform the corrective work), sweeping, fertilizing, graffiti removal, ice sanding, snow removal from paths and roadways and snow plowing of parking areas (excluding excavation, removal and installation of structures, i.e. bollards, sign posts, etc.), and routine maintenance and repair of water distribution systems throughout the Riverfront Park Areas;
2. ordinary minor repairs (including among them resetting of pavers dislodged by vehicular traffic or snow removal activities, either directly or through a third party contractor, and regular replacement of lamps and ballasts in fixtures located within the Riverfront Park Areas, but excluding any and all capital improvements and major structural repairs to bridges, docks, platforms, decks, amphitheaters, paths, roadways, and other capital facilities, caulking of steps, walls, and terraces, installation of sport fields, removal or replacement of structures or parts thereof, repair and replacement of playground equipment, replacement or installation of light poles, wiring, control circuits and outlets, and replacement and or repairs of above ground sprinkler systems (unless damaged solely by MDC employees in the course of performing the services set forth herein)), and reimbursement for elevator maintenance services in an amount not to exceed \$5,000.00. MDC shall continue to maintain the underground irrigation system including flushing water lines at the end of the season, either directly or through a third party service contract;
3. landscaping, lawn care, mowing in the Riverfront Park Areas including mowing and trimming on both sides of the dike (excluding maintenance and weed control on both sides of the dike and structural repair of the dike, and relocation of material from one area of the park to another area of the park or elsewhere except as associated with flood debris clean-up in paragraph 4 below);
4. periodic flood debris clean-up (including silt removal, provided RRI secures any and all permits necessary for the removal and disposal of silt, and washed-up flood debris from riverwalks, parking areas, and boat ramps), providing trash collection receptacles, emptying trash collection receptacles, providing and maintaining portable sanitation receptacles;

5. maintenance of dock storage facility and annual installation and removal of docks by way of reimbursement of such costs to RRI (excluding replacement, structural investigation and inspection, and major capital repairs or replacement); and
6. equipment, fuel, materials and tools which, in the discretion of the MDC, are necessary for the MDC to provide the services set forth in subsections 1 through 5 above (excluding any equipment, fuel, materials or tools associated with or in support of the park rangers).

On motion made by District Chairman DiBella and duly seconded, the report was received and resolution recommended to the District Board by a majority vote of those present.

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION
LICENSE AGREEMENT RE: GRIFFIN RAIL LINE

To: The Water Bureau for consideration on February 25, 2015

At this time, it is recommended that it be

RESOLVED:

That the Water Bureau of The Metropolitan District hereby recommends to the Board of Commissioners of The Metropolitan District the approval of a License Agreement between The Metropolitan District and the State of Connecticut Department of Transportation ("DOT") pursuant to which the DOT grants to the Metropolitan District the right to use and occupy certain land located in Bloomfield, Connecticut on the Griffin Industrial Railroad Track for the purpose of installation and maintenance of a 12 inch water main, as more particularly set forth in the attachment to this resolution; and

FURTHER RESOLVED:

That the Metropolitan District execute and deliver to the DOT the License 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 License 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 License Agreement, including, but not limited to, executing and delivering all agreements and documents contemplated by the License Agreement.

Respectfully submitted,

Scott Jellison
Chief Executive Officer

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

At 5:40 p.m. Commissioner Salemi exited the meeting.

88 TALCOTT NOTCH ROAD, FARMINGTON
ENCROACHMENT AGREEMENT

To: The Water Bureau for consideration on February 25, 2015

In a letter received January 9, 2015, Lata Altman, property owner of 88 Talcott Notch Road, Farmington, has requested permission from the Metropolitan District to temporarily encroach upon an existing 100-foot Metropolitan District right-of-way located north of Talcott Notch Road in Farmington. This encroachment, as shown on the attached map, will allow Ms. Altman to perform work to abandon her existing septic system within the limits of the right-of-way, in conformance with the Connecticut Public Health Code. The work shall consist of the removal of existing sewer pipes from the house to the existing septic tank, pumping out and sand filling of the existing tank, and filling and seeding the area adjacent to the tank to match existing grade. The adjacent leaching field will be abandoned in place. A new septic tank and leaching system will be constructed outside the limits of the right-of-way.

Ms. Altman has agreed to the following conditions in order to satisfy the District's concerns for protection of the existing 48-inch Nepaug Conduit located within the subject parcel and accessibility along the length of the Metropolitan District's right-of-way:

1. No vibratory compaction equipment will be used within 25 feet of the District's raw water pipeline.

2. Care must be taken during the abandonment of the septic system not to disturb the existing raw water main. All heavy construction equipment must be located outside of the limits of the right-of-way when not in use. Any earth moving equipment that will be utilized on the site over and adjacent to the raw water main shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the existing raw water main caused by the construction within the existing right-of-way shall be the responsibility of the property owner.
3. No permanent structures, including but not limited to building foundations and other utilities, shall be located within the District's right-of-way.
4. An MDC inspector must be on the job site whenever work is being performed within the right-of-way and 48-hours advance notice must be given to the District prior to any construction.

Staff has reviewed this request and considers it feasible.

Upon approval by the Water Bureau and the District Board, a formal encroachment agreement shall be executed between Lata Altman 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 Lata Altman to encroach upon an existing 100-foot Metropolitan District right-of-way, north of Talcott Notch Road, Farmington, to perform work to abandon an existing septic tank within the District's right-of-way as shown on plans submitted by Wolff Engineering, dated 12/15/2014, 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,

Scott W. Jellison
Chief Executive Officer

On motion made by Commissioner Reichin and duly seconded, the report was received and resolution

recommended to the District Board by an unanimous vote of those present.

SETTLEMENT OF CLAIM BY HENRY ZACHS

No action was taken on the proposed settlement of the claim by Henry Zachs.

DISCUSSION RE: RADIO FREQUENCY METER PROGRAM

David Banker, Project Manager, and Isabel Dupois, Project Engineer, briefed the Water Bureau on The District's Radio Frequency Meter Program.

ADJOURNMENT

The meeting was adjourned at 5:47 P.M.

ATTEST:


John S. Mirtle, Esq.
District Clerk

May 13, 2015

Date of Approval

THE WATER BUREAU
555 Main Street
Hartford, Connecticut 06103
Wednesday, May 13, 2015

Present: Commissioners Timothy Curtis, Joseph Klett, Kathleen Kowalyshyn, James Needham, Mark A. Pappa, Pasquale J. Salemi and Raymond Sweezy (7)

Absent: Commissioner Daniel A. Camilliere, May Ann Charron, Albert F. Reichin, Helene Shay and Special Representative Michael Carrier (5)

Also

Present: Scott W. Jellison, Chief Executive Officer
John M. Zinzarella, Deputy Chief Executive Officer, Business Services
Brendan Fox, Assistant District Counsel
John S. Mirtle, District Clerk
Jim Randazzo, Manager of Water Supply
Michael Curley, Manager of Technical Services
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 5:03 P.M.

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Howard Lantner of West Hartford and Bill Butler of Farmington appeared to be heard.

APPROVAL OF MINUTES

On motion made by Commissioner Sweezy and duly seconded, the meeting minutes of February 25, 2015 were approved.

Commissioner Kowalyshyn abstained.

**LOT 6A LAKEVIEW AVENUE / HIDDEN VALLEY DRIVE, ROCKY HILL
ENCROACHMENT AGREEMENT**

TO: Water Bureau for consideration on May 13, 2015

On September 4, 2014, the Metropolitan District initially received a letter from Guy Rocamora, property owner of Lot #6A Lakeview Avenue/Hidden Valley Drive, Rocky Hill (the "Owner"), requesting permission to permanently encroach upon the 20-foot portion of the District's 30-foot right-of-way, containing an existing 8-inch water main, located across private lands south of Hidden Valley Drive in Rocky Hill (the "Right of Way") for the purpose of installing electric, telephone and cable lines and a new paved driveway to serve a proposed house on the lot.

Both the Water Bureau and the Board of Commissioners approved this request for an encroachment on September 8, 2014. Subsequently, while in the process of executing the agreement, the Owner requested permission to also place the gas service for the property within the District's Right-of-Way.

The purpose of this added encroachment is to allow the gas service to cross the existing Right-of-Way, along with the previously approved electric, telephone and cable lines and a new paved driveway (such gas service, lines and driveway hereinafter collectively referred to as the "Improvements"), to serve the proposed house. As can be seen on the attached sketch, the only possibility the Owner has to develop this property is to cross the MDC Right-of-Way with utilities and a driveway.

The Owner has agreed to the following conditions, which are the same as the previously approved conditions, in order to satisfy the District's concerns for protection of the existing 8-inch water main located within the subject Right-of-Way and the District's accessibility along the length of the Right-of-Way:

1. Any foundations associated with the construction of the proposed house must be located outside of the limits of the existing Right-of-Way. No additional permanent structures, other than the proposed Improvements shall be located within the District's Right-of-Way.
2. Pipes crossing over or under the District's pipelines shall maintain an eighteen (18") inch vertical clearance. Any new pipes located on the parcel shall also maintain a minimum ten (10) foot horizontal clearance.
3. The Metropolitan District shall not be held liable for any damage caused to any utility listed above located within or adjacent to the Right-of-Way in the event of an emergency water main repair. The Metropolitan District will make every effort feasible to minimize damage to these utilities; however the cost for repairs to such utilities shall be the responsibility of the Owner.

4. The District reserves the right to remove pavement or structures within the Right-of-Way at any time if so required for maintenance or repair of the water main. The Owner shall bear any additional maintenance or repair costs necessitated by the presence of pavement and/or structures upon the Right-of-Way.
5. Care must be taken during construction not to disturb the existing water main. All heavy construction equipment must be located outside the limits of the Right-of-Way. Any earth moving equipment that will be utilized on the site over and adjacent to the water main shall be reviewed and approved by District staff prior to mobilization to the site.
6. An MDC inspector must be on the job site whenever work is being performed by or on behalf of Owner to construct, maintain or repair any Improvements within the Right-of-Way, at the expense of the Owner. Any construction, maintenance or repair of the Improvements shall conform to District standards and 48-hours advance notice must be given to the District prior to any such construction, maintenance or repair within the Right-of-Way.

Staff has reviewed the proposed construction plans and determined that there will be no negative impact on District property or infrastructure.

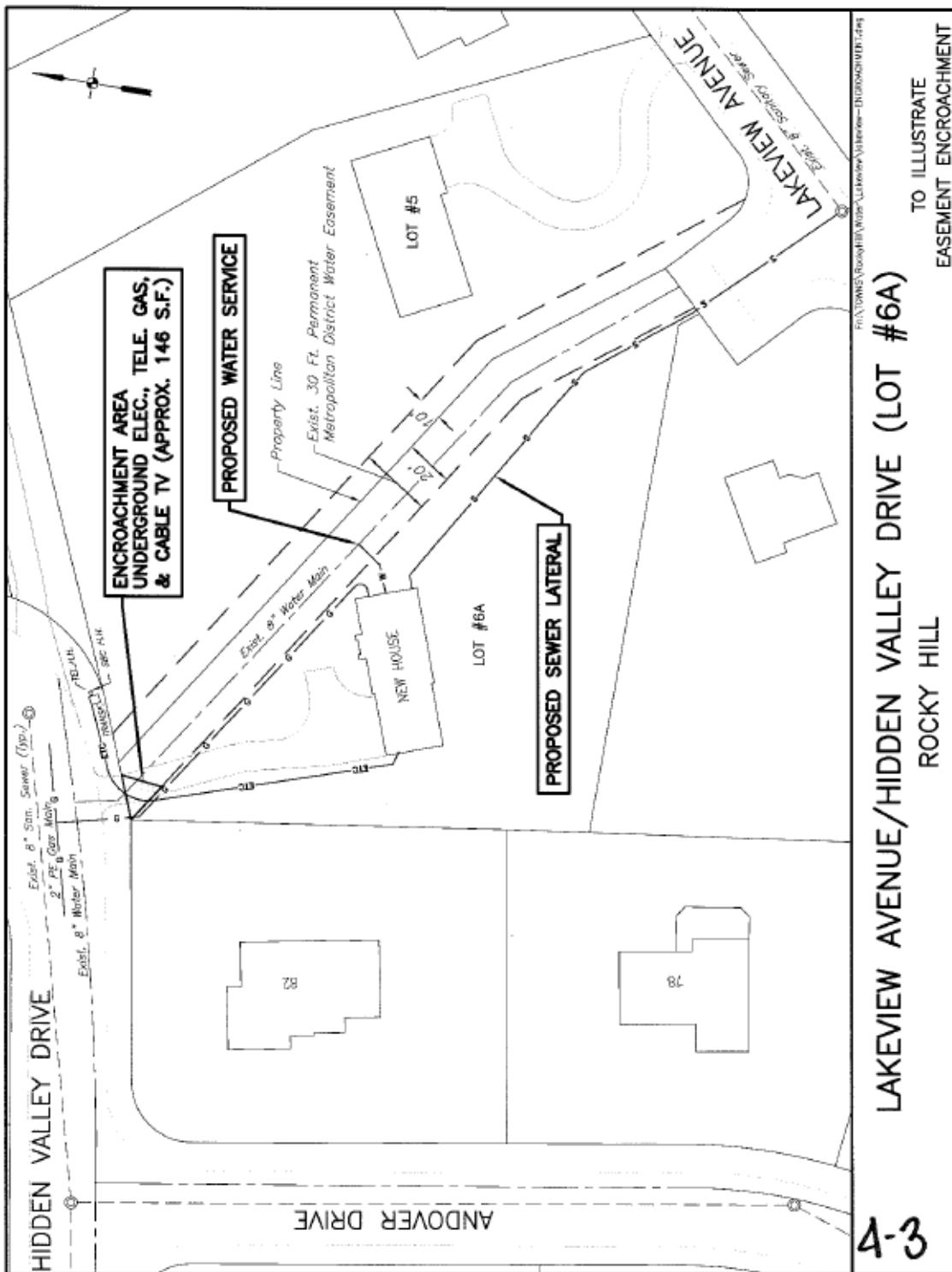
It is therefore RECOMMENDED that it be

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 as to form and content by District Counsel, granting permission to Guy Rocamora to encroach upon the 20-foot portion of the District's existing 30-foot water right-of-way south of Hidden Valley Drive, Rocky Hill, with gas service, and the previously approved electrical, telephone and cable lines and a paved driveway, as shown on the plan submitted by Hallisey, Pearson & Cassidy, Civil Engineers and Land Surveyors, dated June, 2014, provided that the District shall not be held liable for any costs or damages of any kind which may result during initial construction or in the following years with respect to any subsequent construction, maintenance or repair as a result of such encroachment.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer



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

RESOLUTION ALLOWING HORSEBACK RIDING OR WALKING WITHIN CERTAIN OF THE MDC PROPERTIES

To: Water Bureau for consideration on Wednesday, May 13, 2015

As the steward of thousands of acres of watershed property, the District recognizes that the health and sustainability of the District's watershed lands is of paramount importance to the District and the people it serves. These properties are wonderful natural resources and access to these watershed properties has been allowed for recreational purposes so that this land may be enjoyed by District residents and by others. It is important to establish a balance between the need to protect these watershed properties and the benefits of allowing recreational use.

Following a detailed briefing by the staff to the Water Bureau regarding the issue of horseback riding on District reservoir properties;

It is RECOMMENDED that it be

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

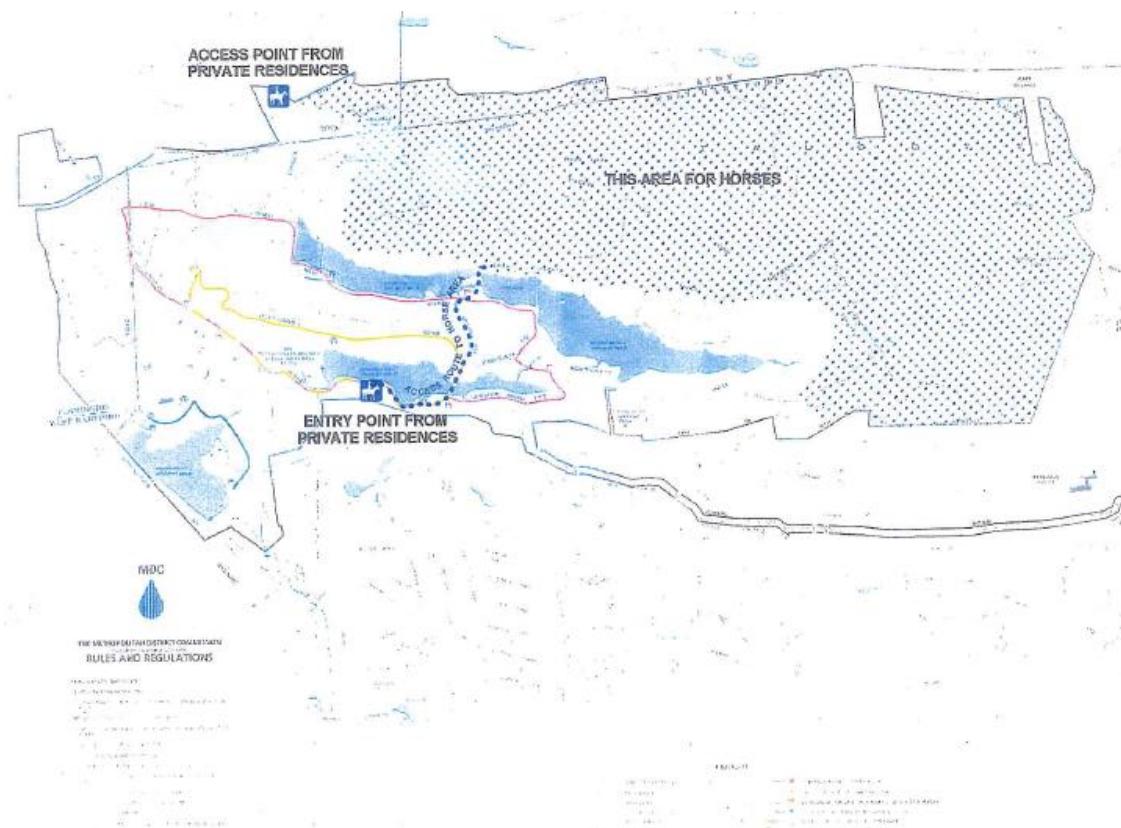
Resolved: That District staff shall apply to the State of Connecticut Department of Public Health to amend existing recreational activity permits to allow for horseback riding or horse walking under limited conditions as described below:

- 1) District staff shall develop a procedure and mechanism for the issuance of non-transferable permits to individuals pursuant to which that individual will be allowed to ride or walk their horses;
- 2) The District shall issue no more than two (2) permits to individuals to allow for horseback riding or walking within designated areas of District watershed property, such area to be limited to that which is detailed on Exhibit A attached hereto;
- 3) Such permits shall be issued only to those owners of horses who presently own real property which is contiguous to existing District reservoir property;
- 4) Permits shall be issued only to those riders who have evidenced that their respective experience level is at the intermediate level or above;
- 5) Horseback riders under the age of sixteen (16) shall possess a permit and shall be accompanied by an adult when riding on District property;
- 6) No trailering of horses into the District properties shall be allowed;
- 7) Permittees shall remove from the District property all horse droppings on the day of use;

- 8) Permittees shall not operate a commercial horse operation on property contiguous to the District properties and be allowed to utilize the District property for horseback riding;
- 9) Failure to strictly adhere to these conditions, as well as others conditions that may be imposed by District staff, may result in the immediate forfeiture of any permit granted by the District.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer



Commissioner Pappa moved to amend the resolution to read:

Resolved: That District staff shall apply to the State of Connecticut Department of Public Health to amend existing recreational activity permits to allow for horseback riding or horse walking under limited conditions as described below:

- 1) District staff shall develop a procedure and mechanism for the issuance of non-transferable permits to individuals pursuant to which that individual will be allowed to ride or walk their horses;

- 2) The District shall issue no more than four (4) permits to individuals to allow for horseback riding or walking within designated areas of District watershed property, such area to be limited to that which is detailed on Exhibit A attached hereto. **Notwithstanding anything to the contrary contained herein, the District shall issue no more than ten (10) permits in total.**
- 3) Such permits shall be issued only to those owners of horses who presently own real property which is contiguous to existing District reservoir property;
- 4) Permits shall be issued only to those riders who have evidenced that their respective experience level is at the intermediate level or above;
- 5) Horseback riders under the age of sixteen (16) shall possess a permit and shall be accompanied by an adult when riding on District property;
- 6) No trailering of horses into the District properties shall be allowed;
- 7) Permittees shall remove from the District property all horse droppings on the day of use;
- 8) Permittees shall not operate a commercial horse operation on property contiguous to the District properties and be allowed to utilize the District property for horseback riding;
- 9) Failure to strictly adhere to these conditions, as well as others conditions that may be imposed by District staff, may result in the immediate forfeiture of any permit granted by the District.
- 10) **Prior to the District issuing any permit, the Permittee must execute a waiver of liability and an indemnification and hold harmless agreement drafted by District Counsel or his designee.**

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

**PROPOSED EXPANSION OF CT
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION (DEEP) WILDLIFE
MANAGEMENT PROGRAM ON DISTRICT WATERSHED LANDS**

To: Water Bureau for consideration on Wednesday, May 13, 2015

The health and sustainability of the District's watershed lands continue to be affected by high populations of resident white-tailed deer. Heavy deer browsing is reducing, and in some cases eliminating, the forest's understory vegetation. Native shrubs and tree seedling are being eaten back before having a chance to grow, which impedes our ability to regenerate the forests for the future. Heavy browsing, along with a reduction in forest stocking, increases the potential for soil erosion, runoff, nutrient leaching and an overall decline in drinking water quality. It is essential that the deer populations be managed in order to safeguard the District's water supplies for the future.

District staff has been working along with CT DEEP wildlife biologists on this critical issue and beginning in 2009 the DEEP was authorized to implement and administer a wildlife management program on District property at the Nepaug Reservoir in cooperation with the District, following the State's rules and regulations for hunting in Connecticut. This initial program, which focused on a portion of District owned lands in the Nepaug watershed, has been successfully implemented for 6 years and is resulting in a reduction in deer browse pressure and an increase in forest regeneration. However, there is a need to expand the program to other District watershed lands where impacts from high deer populations are evident.

Following a detailed briefing by the staff to the Water Bureau regarding the need to expand the CT DEEP's wildlife management program on District lands;

It is RECOMMENDED that it be

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

Resolved: That the State of CT Department of Energy & Environmental Protection (DEEP) be authorized to administer a wildlife management program in cooperation with District staff and in concurrence with all State and MDC rules and regulations, and evaluated on an annual basis, on the District's watershed forest lands where District staff has identified a need to reduce deer populations, as part the District's ongoing watershed forest management program to protect water quality.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

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

Commissioner Klett left the meeting at 5:49 P.M.

ADJOURNMENT

The meeting was adjourned at 6:10 P.M.

ATTEST:


John S. Mirtle, Esq.
District Clerk

November 18, 2015

Date of Approval

**PUBLIC HEARING
THE WATER BUREAU**
555 Main Street
Hartford, Connecticut 06103
Tuesday, August 25, 2015

Present: Commissioner Timothy Curtis, Commissioner J. Lawrence Price, Commissioner Luis Caban, Assistant to the Chief Executive Officer Kerry Martin, Executive Assistant Cindy Nadolny, District Clerk John Mirtle, Director of Engineering Susan Negrelli, Project Manager Jennifer Ottalagana, Real Estate Technician Allen King, Project Manager Frank Cahill, Project Engineer Isabel Doupis and Project Manager Peter Miller

**PUBLIC HEARING ON LAYOUT FOR PROPOSED PUBLIC WATER MAIN
IN PORTIONS OF BRINLEY STREET, HARTFORD**

Chairman Curtis, called the public hearing to order at 4:01 P.M.

Commissioner Curtis introduced the staff present and read the following statement concerning the public hearing:

“This is a public hearing to consider the proposal to construct a public water main in portions of BRINLEY STREET, HARTFORD. This Public Hearing is part of the legal procedure that The Metropolitan District is required to follow regarding the installation of water mains, as mandated by Special Act 511 of the Connecticut General Assembly of 1929.”

“The plan for this project has been undertaken in response to a petition for a public water main received from two property owners.”

“A final decision on this project has yet to be made. That decision will take into account what is said at this hearing, along with other information, including any information that the Town provides regarding the need for this project from the standpoint of public health.”

At the direction of the Chairman, Mr. Mirtle read the hearing notice published in the Hartford Courant on August 13, 2015 and again on August 21, 2015 and also made available to all Town Clerk’s within The Metropolitan District’s member municipalities:

**NOTICE OF PUBLIC HEARING ON LAYOUT AND ASSESSMENT FOR PUBLIC WATER
MAIN INSTALLATION FOR BRINLEY STREET, HARTFORD**

THE METROPOLITAN DISTRICT
555 Main Street, P.O. Box 800
Hartford, Connecticut
August 13, 2015

The Metropolitan District will hold a public hearing in the Board Room, 555 Main Street, Hartford, on Tuesday, August 25, 2015, at 4:00 P.M. for the purpose of notification of the construction of a public water main in a portion of Brinley Street, Hartford.

All interested parties, both in favor or against said water main, may appear to be heard.

John S. Mirtle, Esq.
District Clerk

Project Engineer Isabel Doupis presented an overview of the proposed project, detailing the following:

JOB CODE: Brinley Avenue, Hartford

PROJECT ENGINEER: Isabel Doupis

LENGTH AND SIZE OF WATER MAIN: 430 Feet of 8" Water Main

PROJECTED TIME SCHEDULE:

START CONSTRUCTION: Spring/Summer 2016

FINISH CONSTRUCTION: Summer/Fall 2016

BRIEF HISTORY OF HOW PROJECT STARTED: Two letters petitioning for water service were received from 46/48 Brinley Avenue and 52 Brinley Avenue on July 29, 2014

Commissioner Curtis opened the hearing to comments and questions from the public.

Gerard Givens of 46-48 Brinley Street, Hartford attended in favor of the water main, but did not speak.

John Mirtle, District Clerk, read the following letter from Joseph Cockburn of 52 Brinley Street, Hartford for the record:

August 23, 2015

DISTRICT CLERK
THE METROPOLITAN DISTRICT COMMISSION
555 MAIN STREET
HARTFORD, CT 06142
Attn: John Mirtle, Esq

Re: Public Hearing on August 25, 2015, on the construction of a public water main

To whom it may concern,

My name is Joseph Cockburn; I own the property at 52 Brinley Street in Hartford, CT. Unfortunately, I am unable to attend the public hearing, however would request that this statement be accepted on my behalf, read and made part of the records for the construction of a public water main in all or portions of Brinley Street, Hartford.

I would like the Metropolitan District to approve the construction of the public water main in all or portions of Brinley Street.

Based on the information provided to me the assessment provided by the District is a more reasonable and affordable way to assist with the improvements to Brinley and Dexter street.

I appreciate the opportunity to provide this statement to the District .

Sincerely,



Joseph Cockburn
51 Wilbur Street
Hartford, CT 06112

John Mirtle, District Clerk, read the following letter from the City of Hartford Department of Health and Human Services for the record:



PEDRO E. SEGARRA
Mayor

CITY OF HARTFORD
DEPARTMENT OF HEALTH AND HUMAN SERVICES

131 Coventry Street
Hartford, Connecticut 06112
Ph: (860) 757-4700
Fax: (860) 722-6851
www.hartford.gov



RAUL PINO
Director

February 23, 2015

Isabel Doupis
The Metropolitan District
555 Main Street
P.O. Box 800
Hartford, CT 06142

Dear Ms. Doupis,

The City of Hartford Department of Health & Human Services supports the Metropolitan District's request for the installation of a new public water main line located on Brinley Avenue in Hartford, CT. As the local public health department for the City of Hartford, our mission is to ensure both safe and the highest quality potable water for our residents. This new installation on Brinley Avenue will advance these interests.

If you have any questions or require additional information or clarification, please do not hesitate to contact our office at (860) 757-4771.

Sincerely,

A handwritten signature in black ink that appears to read "Otis Pitts".

Otis Pitts, JD, MPH
Operations Manager

ADJOURNMENT

The meeting was adjourned at 4:06 P.M.

ATTEST:

A handwritten signature in black ink that appears to read "John S. Mirtle".

John S. Mirtle, Esq.
District Clerk

Date of Approval

**PUBLIC HEARING
THE WATER BUREAU**
555 Main Street
Hartford, Connecticut 06103
Tuesday, August 25, 2015

Present: Commissioner Timothy Curtis, Commissioner J. Lawrence Price, Commissioner Luis Caban, Assistant to the Chief Executive Officer Kerry Martin, Executive Assistant Cindy Nadolny, District Clerk John Mirtle, Director of Engineering Susan Negrelli, Project Manager Jennifer Ottalagana, Real Estate Technician Allen King, Project Manager Frank Cahill, Project Engineer Isabel Doupis and Project Manager Peter Miller

**PUBLIC HEARING ON LAYOUT FOR PROPOSED PUBLIC WATER MAIN
IN PORTIONS OF DEEPWOOD LANE, WEST HARTFORD**

Chairman Curtis, called the public hearing to order at 4:07 P.M.

Commissioner Curtis introduced the staff present and read the following statement concerning the public hearing:

“This is a public hearing to consider the proposal to construct a public water main in portions of DEEPWOOD LANE, WEST HARTFORD. This Public Hearing is part of the legal procedure that The Metropolitan District is required to follow regarding the installation of water mains, as mandated by Special Act 511 of the Connecticut General Assembly of 1929.”

“The plan for this project has been undertaken in response to a petition for a public water main received from eight property owners.”

“A final decision on this project has yet to be made. That decision will take into account what is said at this hearing, along with other information, including any information that the Town provides regarding the need for this project from the standpoint of public health.”

At the direction of the Chairman, Mr. Mirtle read the hearing notice published in the Hartford Courant on August 13, 2015 and again on August 21, 2015 and also made available to all Town Clerk’s within The Metropolitan District’s member municipalities:

**NOTICE OF PUBLIC HEARING ON LAYOUT AND ASSESSMENT FOR PUBLIC WATER
MAIN INSTALLATION FOR DEEPWOOD LANE, WEST HARTFORD**

THE METROPOLITAN DISTRICT
555 Main Street, P.O. Box 800
Hartford, Connecticut
August 13, 2015

The Metropolitan District will hold a public hearing in the Board Room, 555 Main Street, Hartford, on Tuesday, August 25, 2015, at 4:00 P.M. for the purpose of notification of the construction of a public water main in a portion of Deepwood Lane, West Hartford.

All interested parties, both in favor or against said water main, may appear to be heard.

John S. Mirtle, Esq.
District Clerk

Project Engineer Frank Cahill presented an overview of the proposed project, detailing the following:

JOB CODE: Deepwood Lane, West Hartford

PROJECT ENGINEER: Frank Cahill

LENGTH AND SIZE OF WATER MAIN: 750 Feet of 8" Water Main

PROJECTED TIME SCHEDULE:

START CONSTRUCTION: Summer 2016

FINISH CONSTRUCTION: Fall 2016

BRIEF HISTORY OF HOW PROJECT STARTED: Eight residents petitions the District to replace the existing 4" private main. Currently, eight residents split the water bill for the single meter. The new water main will be upgraded to an 8" pipe to improve pressure and will connect to the transmission main near Uplands Drive to provide system redundancy.

Commissioner Curtis opened the hearing to comments and questions from the public.

- Chris Barnes on behalf of Grace Ellembarger of 15 Deepwood Lane spoke in favor of the water main.
- Don Reder of 24 Deepwood Lane spoke in favor of the water main.
- Gloria Sarkisian of 21 Deepwood Lane spoke in favor of the water main.
- Steve Meltsner – 7 Deepwood Lane spoke in favor of the water main.
- Katherine Gallagher – 18 Deepwood Lane spoke in favor of the water main.
- Jonathan Gibson – 10 Deepwood Lane spoke in favor of the water main.

John Mirtle, District Clerk read the following letter from the West Hartford-Bloomfield Health District:

WHBHD

June 22, 2015

Mary Manning, P.E.
The Metropolitan District
555 Main Street
P.O. Box 800
Hartford, CT 06142-0800

RE: Deepwood Lane West Hartford, CT

Dear Ms. Manning,

The West Hartford-Bloomfield Health District supports the Metropolitan District's request for the installation of a new public water supply line to serve the homes and residents on Deepwood Lane in West Hartford, Connecticut. The proposed new 8 inch water main will provide safe water quality and increased capacity. The West Hartford-Bloomfield Health District finds this request to be in the best interest of the public's health and safety.

Please contact me if you have any questions or need additional information regarding this letter.

Sincerely,

Steven J. Huleatt, MPH, RS
Director of Health
West Hartford-Bloomfield Health District

ADJOURNMENT

The meeting was adjourned at 4:26 P.M.

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval

THE WATER BUREAU
555 Main Street
Hartford, Connecticut 06103
Monday, October 5, 2015

Present: Commissioners Daniel A. Camilliere, Timothy Curtis, Kathleen Kowalyshyn, Raymond Sweezy and Special Representative Michael Carrier (5)

Absent: Commissioner May Ann Charron, Joseph Klett, James Needham, Mark A. Pappa, Albert F. Reichin, Pasquale J. Salemi and Helene Shay (7)

Also

Present: Scott W. Jellison, Chief Executive Officer
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
Gerald J. Lukowski, Director of Operations
Sue Negrelli, Director of Engineering
Erin Ryan, Director of Human Resources
Robert Schwarm, Director of Information Technology
Kelly Shane, Director of Procurement
Kerry E. Martin, Assistant to the Chief Executive Officer
Mike Curley, Project Manager
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Curtis called the meeting to order at 4:00 P.M.

ROLL CALL AND QUORUM

The District Clerk called the roll and informed Chairman Curtis that a quorum of the Water Bureau was not present.

At that time, the meeting was adjourned.

ADJOURNMENT

The meeting was adjourned at 4:01 P.M.

ATTEST:


John S. Mirtle, Esq.
District Clerk

November 18, 2015

Date of Approval

THE WATER BUREAU
555 Main Street
Hartford, Connecticut 06103
Wednesday, November 18, 2015

Present: Commissioners Daniel A. Camilliere, Mary Ann Charron, Timothy Curtis, Joseph Klett, James Needham, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (8)

Absent: Commissioner Kathleen Kowalyshyn, Mark A. Pappa, Helene Shay and Special Representative Michael Carrier (4)

Also

Present: Commissioner Luis Caban
Commissioner Joseph Kronen
Scott W. Jellison, Chief Executive Officer
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
Rob Constable, Director of Finance
Sue Negrelli, Director of Engineering
Kelly Shane, Director of Procurement
Kerry E. Martin, Assistant to the Chief Executive Officer
Mike Curley, Project Manager
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Chairman Curtis called the meeting to order at 5:03 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 13, 2015 and October 5, 2015 were approved.

PUBLIC HEARING – WATER ORDINANCE REVISIONS

At 5:05 P.M. the Water Bureau meeting was recessed to enter into the Public Hearing on Proposed Water Ordinance revisions.

***The Water Bureau meeting reconvened at 5:07 P.M.
Commissioner Charron entered the meeting at 5:07 P.M.***

REVISIONS TO DISTRICT WATER RATES

To: Water Bureau for consideration November 18, 2015

The 2016 budget in support of Water Operations calls for the water use rate to increase to \$2.66 per hundred cubic feet (CCF). The changes will become effective January 1, 2016.

A discussion of the several rates that comprise the proposed schedule for 2016 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 \$2.53 per CCF to \$2.66 per 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	\$2.53/100 Cu. ft.	\$2.66/100 Cu ft.

The WATER USED CHARGE for customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 668 ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 668ccf of water used per day:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	<u>\$2.66 per 100 Cubic Feet</u>

For each ccf of water used per day in excess of 668ccf:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	<u>\$2.16 per 100 Cubic Feet</u>

Customer Service Charge

Revenues from this customer service charge are intended to support a portion of the fixed operating, maintenance and debt costs associated with water operations. The customer service charges will remain unchanged for 2016.

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 rates have been set at the same rates as the Customer Service Charges. The surcharge rates will remain unchanged for 2016.

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 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 no changes to the private fire protection rates.

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, 2016, as set forth in the following “**REVISIONS TO WATER SUPPLY ORDINANCES.**”

Further

Voted: That following the public hearing held on November 18, 2015, 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:

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

<u>BILLS RENDERED</u>	<u>RATE</u>
MONTHLY AND QUARTERLY	\$2.66 per 100 Cubic Feet

The WATER USED CHARGE for customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 668 ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 668ccf of water used per day:

<u>BILLS RENDERED</u>	<u>RATE</u>
MONTHLY	\$2.66 per 100 Cubic Feet

For each ccf of water used per day in excess of 668ccf:

<u>BILLS RENDERED</u>	<u>RATE</u>
MONTHLY	\$2.16 per 100 Cubic Feet

Respectfully submitted,

Scott W. Jellison
Chief Executive Officer

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

REVISIONS TO WATER ASSESSMENT RATES AND OTHER RELATED CHARGES AND SPECIAL WATER RATES AND CHARGES

To: Water Bureau for consideration on November 18, 2015

In support of the annual water operating budget, staff is submitting these rates in conjunction with the revisions to the proposed Fiscal Year 2016 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 Domestic (includes spacer and meter costs):		
1" Service Tap with 5/8" Meter	\$550.00	\$550.00
1" Service Tap with 3/4" Meter	\$575.00	\$575.00
1-1/2" Service Tap with 1" Meter	\$695.00	\$695.00
2" Service Tap with 1-1/2" Meter	\$940.00	\$1,400.00
4" Service Tap with 2" Meter	\$990.00	\$1,450.00
4" Service Tap with 3" Meter	\$1,120.00	\$1,580.00
6" Service Tap with 4" Meter	\$1,320.00	\$1,780.00
8" Service Tap with 6" Meter	\$1,945.00	\$2,400.00
10" Service Tap with 8" Meter	\$2,910.00	\$3,370.00
Fire Service		
2" Fire Service Tap	\$565.00	\$565.00
4", 6", 8" Fire Service Tap	\$460.00	\$460.00
Hydrants		
Installed after the main	\$9,800.00	\$9,800.00
Hydrant Maintenance	\$100.00	\$100.00
Hydrant Relocation	\$15,000.00	\$15,000.00

	deposit +/- actual cost + overhead	deposit +/- actual cost + overhead
Fire Flow Testing	\$340.00	\$340.00

Special Meter Charges and Deposits:

	<u>Current</u>	<u>Proposed</u>
Hydrant Meters		
Administrative and meter reading fee, including connection and inspection fees + actual water use to be billed	\$1,000.00	\$1,000.00
Hydrant Meter Deposit	\$1,500.00	\$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	\$200.00	\$200.00
3/4" meter	\$240.00	\$240.00
1" meter	\$275.00	\$275.00
1-1/2" meter	\$920.00	\$920.00
2" meter	\$1,155.00	\$1,155.00
3" meter	\$1,355.00	\$1,355.00
4" meter	\$1,615.00	\$1,615.00
6" meter	\$2,560.00	\$2,560.00
8" meter	\$4,000.00	\$4,000.00
Radio transmitter unit	\$155.00	\$155.00
Spacer Charges		
5/8", 3/4"	\$145.00	\$145.00
1"	\$150.00	\$150.00
1-1/2"	\$200.00	\$200.00
2" & larger	\$220.00	\$220.00

	<u>Current</u>	<u>Proposed</u>
3 rd Party Damaged Hydrant Charge		
Repair or Replacement	actual cost + overhead	actual cost + overhead

Delinquent Account Review and Lien Fees	\$85.00	\$85.00
Delinquent Account Review and Lien Fees – Condo Assoc.	\$26.00	\$26.00
Checks Returned for Insufficient Funds	\$50.00	\$50.00
Shut-Off /Turn-on for Non-Payment	\$100.00	\$100.00
Shut-Off/Turn-on for Non-Payment (subsequent event in same year)	N/A	\$200.00
Scheduled Overtime/Emergency Inspections	\$325.00	\$325.00
Off and On Within 12 Months	\$95.00	\$95.00
Install Permanent Meter (No Service Tap)		
5/8" – 1" Meter	\$95.00	\$95.00
2" Meter & larger	\$240.00	\$240.00
Backflow Prevention Device Testing	\$90.00	\$90.00
Service Call 1 st visit free	\$90.00	N/A
Service Call - Subsequent visits	N/A	\$90.00/ea
Closing Meter Reading Fee (per visit)	N/A	\$90.00
Water Wagon - Non-Sunday	\$1,030.00	\$1,030.00
Water Wagon – Sunday	\$1,350.00	\$1,350.00
Water Tanker – Administrative Fee + actual water use to be billed	\$75.00	\$75.00
Administrative Review for Water and/or Sewer Services	\$465.00	\$465.00
Tampering of Hydrant or Water Supply		
First offense	N/A	\$500.00
Subsequent offense	N/A	\$1,000.00

It is RECOMMENDED that it be:

Voted: That the Water Bureau hereby adopts the following schedule of fees effective January 1, 2016:

Water Assessment Rates and Other Related Charges:

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	\$1,400.00
4" Service Tap with 2" Meter	\$1,450.00
4" Service Tap with 3" Meter	\$1,580.00
6" Service Tap with 4" Meter	\$1,780.00
8" Service Tap with 6" Meter	\$2,400.00
10" Service Tap with 8" Meter	\$3,370.00

Fire Service

2" Fire Service Tap	\$565.00
4", 6", 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
3 rd Party Damaged Hydrant Charge Repair or Replacement	actual cost + overhead
Delinquent Account Review and Lien Fees	\$85.00
Delinquent Account Review and Lien Fees – Condo Assoc.	\$26.00
Checks Returned for Insufficient Funds	\$50.00
Shut-Off/Turn-on for Non-Payment	\$100.00
Shut-Off/Turn-on for Non-Payment (subsequent event in same year)	\$200.00
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Service Call - Subsequent visits	\$90.00/ea
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Water Wagon - Non-Sunday	\$1,030.00
Water Wagon – Sunday	\$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
Tampering of Hydrant or Water Supply	
First offense	\$500.00
Subsequent offense	\$1,000.00

Respectfully submitted,

Scott W. Jellison,
Chief Executive Officer

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

WINDSOR STREET, HARTFORD ABANDONMENT OF WATER MAIN

To: Water Bureau for consideration on November 18, 2015

On September 26, 2014, the District received a Developer's Permit-Agreement application from The City of Hartford, along with accompanying design drawings requesting that The Metropolitan District abandon the existing water main within Windsor Street, as shown on the accompanying map. The City is proposing to abandon Windsor Street as part of the proposed Hartford Baseball Stadium project. The purpose of this request is to allow construction of new buildings and walkways within the property of the former Windsor Street.

The proposal submitted includes the abandonment of approximately 360 feet of 8-inch water main (built in 1964), as shown on the aforementioned map. The existing water main was originally constructed in a public roadway; therefore no easement exists.

From an engineering standpoint, the abandonment of the existing water main will not have a negative impact on the water distribution system, and no hardship or detriment would be imposed on others. All new connections and services to the buildings constructed as part of this project will utilize the existing utilities in Pleasant Street and Trumbull Street.

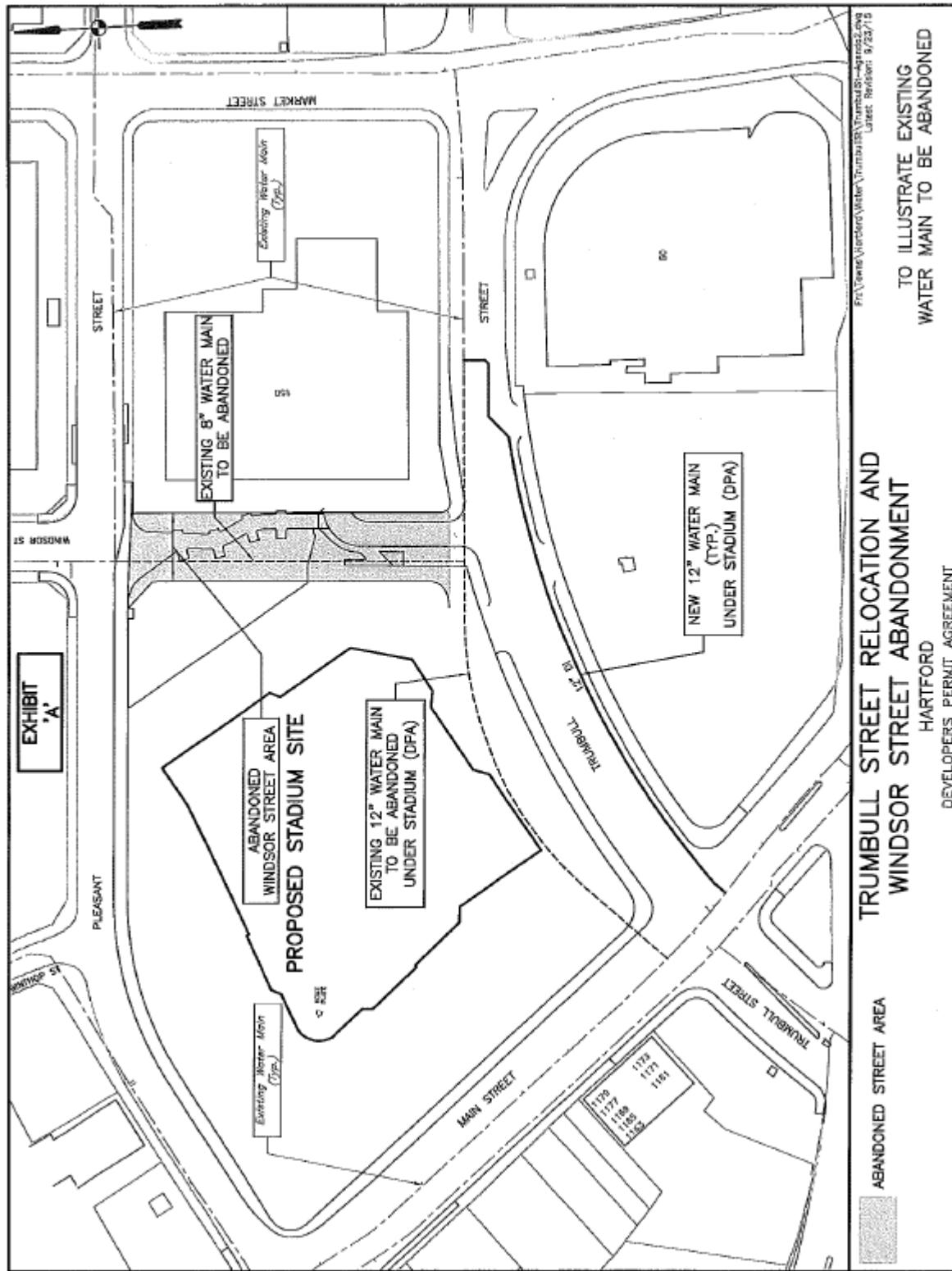
It is therefore recommended that it be

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 the abandonment of the existing water main on property of the City of Hartford, formerly Windsor Street, Hartford, as shown on the accompanying map.

Respectively submitted,

Scott W. Jellison
Chief Executive Officer



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

**BARKHAMSTED-NEPAUG PIPELINE RIGHT-OF-WAY
24 FARMINGTON RIVER TURNPIKE, NEW HARTFORD
ENCROACHMENT AGREEMENT**

To: Water Bureau for consideration on November 18, 2015

On September 22, 2015, The Metropolitan District received a letter from Bert Brander, property owner of 24 Farmington River Turnpike, New Hartford, Connecticut (the "Owner"), seeking permission to permanently encroach upon the Barkhamsted-Nepaug Pipeline 75-foot right-of-way, containing an existing 48-inch RCP raw water transmission main, located across private lands west of Farmington River Turnpike in New Hartford (the "Right-of-Way"). This encroachment will provide access for the replacement of an existing 18-inch corrugated metal pipe with a new 18-inch HDPE pipe, as shown on the accompanying map.

The raw water pipeline right-of-way across the parcel was conveyed to The Metropolitan District by Bessie C. Ryan in January 1939 in conjunction with the construction of the Barkhamsted-Nepaug Pipe line, and is recorded in the Town of New Hartford land records: Volume 46 Page 8.

As stated previously, the purpose of this encroachment is to allow for the replacement of an existing 18-inch CMP culvert within the right-of-way with a new 18-inch HDPE culvert and rip rap therefor (hereinafter collectively referred to as the "Improvements"); and to permit Owner to install, maintain, repair and replace the Improvements (the "Authorized Work"). The pipe will be located over the existing raw water pipeline in the same location as the current culvert. The existing CMP culvert has deteriorated to the point that it is causing soil erosion on the Owner's property and within the District's Right-of-Way.

The Owner has agreed to the following conditions, in order to satisfy the District's concerns for protection of the existing 48-inch raw water transmission main located within the subject Right-of-Way and the District's accessibility along the length of the Right-of-Way:

1. Owner shall not, within the limits of the District's Right-of-Way, construct or cause to be constructed any buildings, structures or other improvements, or conduct any activities, other than the Improvements and the Authorized Work. This prohibition shall not preclude Owner from requesting another encroachment from the MDC for another proposed improvement or activity within the District Right-of-Way. Pipes crossing over or under the District's pipelines shall maintain a minimum eighteen (18") inch vertical clearance.
2. The Metropolitan District shall not be held liable for any damage caused to any structure listed above located within or adjacent to the Right-of-Way in the event of an emergency raw water transmission main repair. The Metropolitan District will make every effort feasible to minimize damage to

these structures; however, the cost for repairs to such structures shall be the responsibility of the Owner.

3. The District reserves the right to remove any improvements within the Right-of-Way at any time if so required for maintenance or repair of the raw water transmission main. The Owner shall bear any additional maintenance or repair costs necessitated by the presence of any improvements upon the Right-of-Way.
4. Care must be taken during construction not to disturb the existing raw water transmission main. All heavy construction equipment must be located outside the limits of the Right-of-Way when not in use. Any earth moving equipment that will be utilized on the site over and adjacent to the water main shall be reviewed and approved by District staff prior to mobilization to the site. Any damage to the existing raw water transmission main caused by any construction within or adjacent to the Right-of-Way shall be the responsibility of the Owner.
5. An MDC inspector must be on the job site whenever work is being performed by or on behalf of Owner to construct, maintain, repair or replace any Improvements within the Right-of-Way. Any construction, maintenance or repair of the Improvements shall conform to District standards and 48-hours advance notice must be given to the District prior to any such construction, maintenance or repair within the Right-of-Way.

Staff has reviewed the proposed construction plans and determined that there will be no negative impact on District property or infrastructure, and approving this proposed encroachment is in the District's best interest to avoid any future exposure of existing infrastructure due to soil erosion.

It is therefore 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 as to form and content by District Counsel, granting permission to Bert Brander to encroach upon the Barkhamsted-Nepaug Pipe Line 75-foot water right-of-way west of Farmington River Turnpike, New Hartford, for the purpose of replacing an existing 18-inch CMP culvert with a new 18-inch HDPE culvert and rip rap therefor, and to permit Mr. Brander to install, maintain, repair and replace such new improvements, provided that the District shall not be held liable for any costs or damages of any kind which may result during initial construction or in the following years with respect to any subsequent construction, maintenance, repair or replacement as a result of such encroachment.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

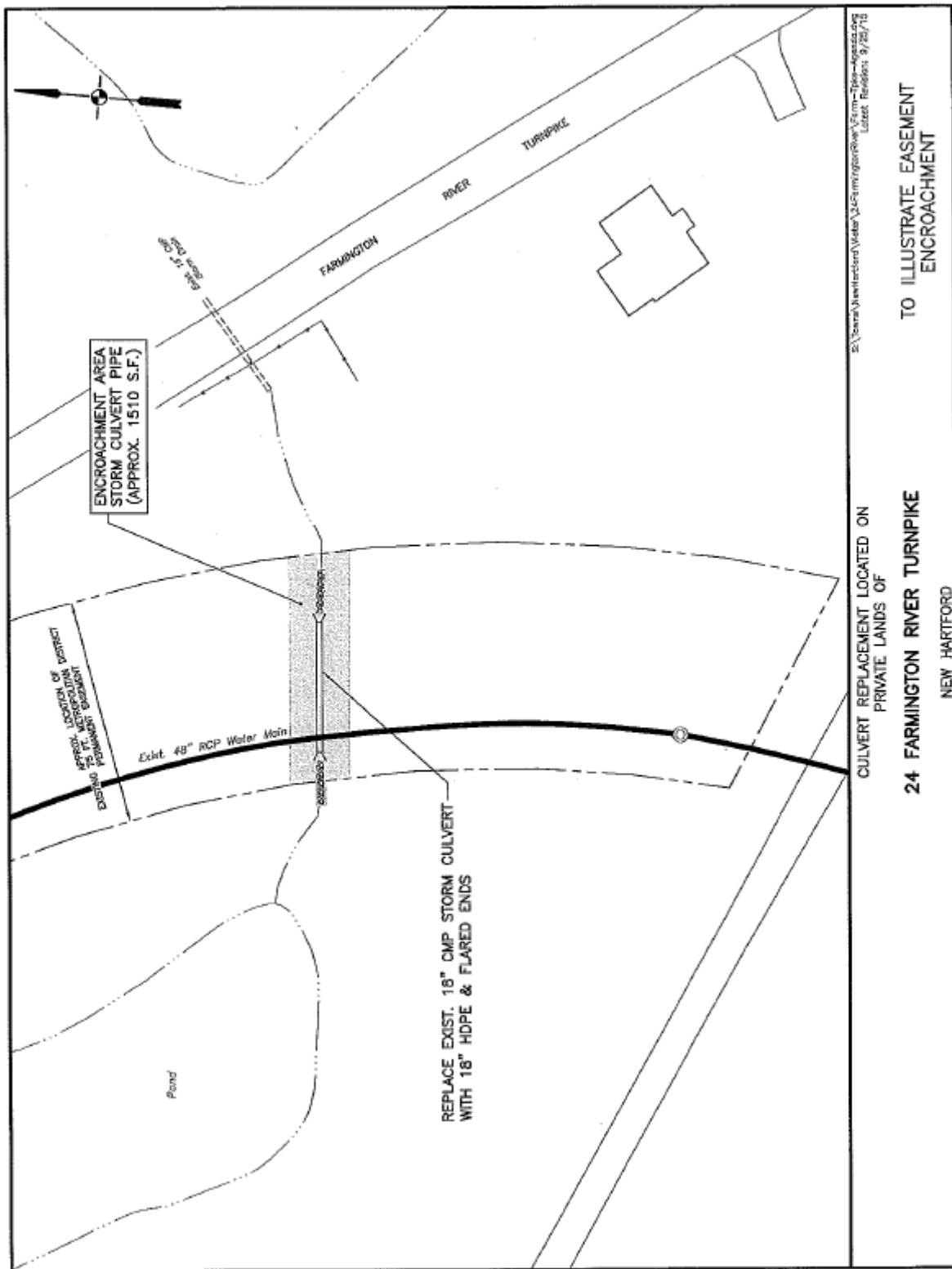
September 22, 2015

MDC
Frank Cahill

This letter constitutes notice that I will be performing maintenance on an existing culvert which crosses the MDC's 75-foot-wide right of way on property containing approximately 12.93 acres and known as 65 Farmington River Turnpike (a/k/a Lot 10A Farmington River Turnpike), New Hartford, Connecticut. The culvert has been in its present location for over 20 years.

Sincerely,

Bert Brander
24 Farmington River Turnpike
New Hartford, CT 06057
(917) 405-5154



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

ADJOURNMENT

The meeting was adjourned at 5:47 P.M.

ATTEST:



John S. Mirtle

John S. Mirtle, Esq.
District Clerk

Date of Approval

**PUBLIC HEARING
THE WATER BUREAU**
555 Main Street
Hartford, Connecticut 06103
Wednesday, November 18, 2015

Present: Commissioners Daniel A. Camilliere, Mary Ann Charron, Timothy Curtis, Joseph Klett, James Needham, Pasquale J. Salemi, Raymond Sweezy; District Chairman William A. DiBella, Chief Executive Officer Scott W. Jellison, Deputy Chief Executive Officer of Business Services John M. Zinzarella, District Counsel R. Bartley Halloran; Assistant District Counsel Christopher R. Stone, Director of Finance Rob Constable, Director of Engineering Sue Negrelli, Director of Procurement Kelly Shane, Project Manager Mike Curley, Assistant to the Chief Executive Officer Kerry Martin, Executive Assistant Cindy Nadolny and District Clerk John Mirtle

**PUBLIC HEARING ON LAYOUT FOR PROPOSED
REVISIONS TO WATER ORDINANCES**

Chairman Curtis, called the public hearing to order at 5:05 P.M.

At the direction of the Chairman, Mr. Mirtle read the hearing notice published in the Hartford Courant on November 6, 2015 and November 12, 2015 and also made available to all Town Clerk's within The Metropolitan District's member municipalities:

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

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

November 6, 2015

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 2016. The hearing will be held in the Board Room at Metropolitan District Headquarters, 555 Main Street, Hartford, Connecticut, on Wednesday, November 18, 2015 at 5:00p.m. Proposed changes to the rates stipulated under the following sections of the Water Supply Ordinances will be considered:

Additions and/or changes are indicated by underscoring and deletions are crossed out.

SEC. W1a WATER USED CHARGE (TREATED WATER)

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

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY AND QUARTERLY</u>	\$2.53 per 100 Cubic Feet
<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY AND QUARTERLY</u>	<u>\$2.66 per 100 Cubic Feet</u>

The WATER USED CHARGE for customers subject to § S12x of The Metropolitan District Sewer Ordinances who purchase more than 668 ccf of water per day, as averaged over a monthly billing period, as follows:

For each of the first 668ccf of water used per day:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	<u>\$2.66 per 100 Cubic Feet</u>

For each ccf of water used per day in excess of 668ccf:

<u>BILLS RENDERED</u>	<u>RATE</u>
<u>MONTHLY</u>	<u>\$2.16 per 100 Cubic Feet</u>

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

John S. Mirtle, Esq.
District Clerk

Chairman Curtis opened the floor to any members of the public whom wished to speak relative to the proposed Metropolitan District Water Supply Ordinances. No one appeared to be heard.

ADJOURNMENT

The meeting was adjourned at 5:07 P.M.

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date of Approval

INDEX

To

MINUTES OF THE WATER BUREAU

Water Bureau - 2015

	<u>Page</u>
A	
ABANDONMENT OF WATER MAIN	
Windsor Street, Hartford	42
E	
ENCROACHMENT AGREEMENT	
88 Talcott Notch Road, Farmington	14
Lakeview Avenue/Hidden Valley Drive, Rocky Hill	18
ENCROACHMENT AGREEMENT - RAW WATER TRANSMISSION MAIN	
24 Farmington River Turnpike, New Hartford	44
G	
GRIFFIN INDUSTRIAL RAILROAD TRACK IN BLOOMFIELD	
State of Connecticut Department of Transportation License Agreement	13
H	
HORSEBACK RIDING ON DISTRICT PROPERTY	
Application to CT DPH to Amend Recreation Permit on Watershed Land	21
P	
PUBLIC HEARING	
Water Supply Ordinances Revisions	49
PUBLIC HEARING LAYOUT AND ASSESSMENT	
Brinley Street, Hartford	25
Deepwood Lane, West Hartford	29
R	
RADIO FREQUENCY METER PROGRAM	
Discussion	16
RIVERFRONT RECAPTURE INC. AGREEMENT	
Maintenance and Operation of Riverfront Park in Hartford & East Hartford	2
W	

Water Bureau - 2015

	Page
WATER ASSESSMENT RATES & OTHER CHARGES, REVISIONS	
2016 Water Assessment Rates & Other Charges	37
WATER RATES, REVISIONS	
2016 Water Rates	34
WILDLIFE MANAGEMENT PROGRAM	
CT DEEP to Administer Deer Hunting on District Land	23
Z	
ZACHS, HENRY	
Settlement of Claim	16